



**TITLE VI ACCOMPLISHMENTS & GOALS REPORT - WSDOT**

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): Don E. Vanney, Mayor

Mailing Address: 238 N Olympic Ave

City: Arlington WA Zip Code: 98223 County: Snohomish

Phone #: 360-403-3442 email address: [donv@arlingtonwa.gov](mailto:donv@arlingtonwa.gov)

Name and title of head of transportation-related services: James X. Kelly, Public Works Director

Mailing Address: 238 N Olympic Ave

City: Arlington WA Zip Code: 98223 County: Snohomish

Phone #: 360-403-3505 email address: [jkelly@arlingtonwa.gov](mailto:jkelly@arlingtonwa.gov)

Name and title of designated Title VI coordinator\*: Kris Wallace, Public Works Accountant

Mailing Address: 238 N Olympic Ave

City: Arlington WA Zip Code: 98223 County: Snohomish

Phone #: 360-403-3538 email address: [kwallace@arlingtonwa.gov](mailto: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 OECR?**

There have not been any changes to the Title VI Plan

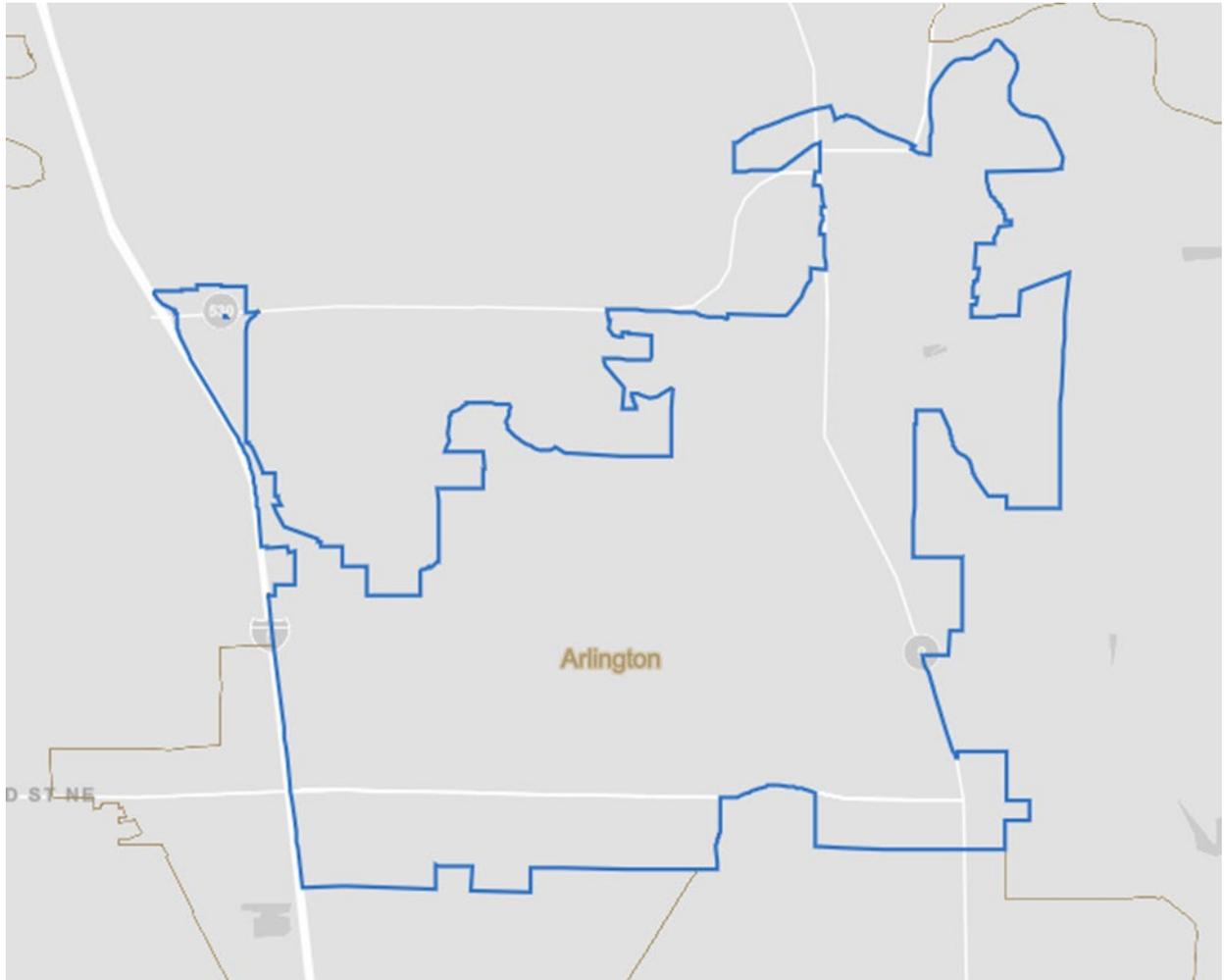
- 2. Organization, Staffing, Structure: Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of each individual. Include the same details if your LPA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

Title VI Coordinator – Public Works Accountant – Kris Wallace, Caucasian, USA

Title VI Specialist – Engineering Administrative Specialist – Katy Shores, Caucasian, USA

No changes were made to the 2025 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, ethnicity, and national origin). List, by individual languages, the percentage of the population who is Limited English proficient. If the LPA's Limited English proficient population is 5% of the total population or 1,000 individuals, whichever is less, explain the Four-Factor Analysis by answering the statements listed on the next page.



#### Race

[https://data.census.gov/profile/Arlington\\_city,\\_Washington?g=160XX00US5302585#race-and-ethnicity](https://data.census.gov/profile/Arlington_city,_Washington?g=160XX00US5302585#race-and-ethnicity)

- White – 77.7% - 15.3K
- Hispanic – 12.5% - 2,476
- Black – 1.2% - 239
- Asian – 3.2% - 632
- Native Hawaii or other Pacific Islander - 0.5% - 110
- American Indian & Alaska Native – 1.5% - 301
- Mixed – 10.9% - 2,155
- Other – 5.5% - 1086

**Language**

[https://data.census.gov/profile/Arlington\\_city,\\_Washington?g=160XX00US5302585#populations-and-people](https://data.census.gov/profile/Arlington_city,_Washington?g=160XX00US5302585#populations-and-people)

- English only – 84.3%
- Spanish – 9.7%
- Other Indo-European – 1.7%
- Asian & Pacific Island – 4.0%
- Other – 0.3%
- **15.7% speak other than English at home**

**Income**

[https://data.census.gov/profile/Arlington\\_city,\\_Washington?g=160XX00US5302585#income-and-poverty](https://data.census.gov/profile/Arlington_city,_Washington?g=160XX00US5302585#income-and-poverty)

The population of the City of Arlington is 19,868. The median household income is \$84,919, with a poverty rate of 11% +/- 3.4%. 12.7% +/- 1.9% of Arlington's population are veterans. 14.5% +/- 2.1% of the population in Arlington is considered to have a disability.



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

There is no large geographic concentration of any one type of LEP individuals in the City of Arlington service area. However, the City will translate major documents in Spanish upon request and has a translation tools webpage on its website. The City is in the process of contracting for translation services with a third-party consultant.

The main reporting transportation-related staff are in the Engineering Department of Public Works. This group has the responsibility for implementing the required statements in solicitations, contracts, and public outreach documentation for all transportation related projects. As part of this process the City works with its consultants to assist in translating multiple outreach project notifications including postcards, letters, flyers and project boards.

**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, and 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.**

2026 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 during the planning process included placing a project page onto the City's website. Further outreach will occur closer to the project start date.

Smokey Point Blvd / 174<sup>th</sup> St Roundabout - This project will be constructed as phase 3 of the Smokey Point Blvd Corridor Design project. The design of the corridor began in 2020 and is currently being completed to the 90% phase. All outreach for this project was previously completed during the early design phase. Additional outreach will occur closer to the construction of this phase in 2028.

**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 owner(s)/tenant(s).**

Smokey Point Blvd / 180th St Roundabout project, this project is part of the Smokey Point Corridor Improvement project and will install a roundabout at the intersection of Smokey Point Blvd and 180th St NE with ADA ramps, sidewalks, and lighting. In anticipation of the project construction Temporary Construction Easements (TCE), and right-of-way (ROW) acquisitions have recently started from the following owners:

- Neil Knutson – Caucasian, USA
- Ricky & Susan Graham,
- Bellin Investments LLC,
- Smokey Point Village LLC, East Indian, India

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

Right of way acquisition staff, Commonstreet Consulting

- Theodore Parry – undisclosed, USA
- Lorelei Konvalin – Caucasian, USA
- Malisa Enghusen – undisclosed, USA
- Alex Day – Caucasian, USA

- Megan Hendrix – Two or more (not Hispanic or Latin), USA

Appraisal Staff, Sova Consulting

- Matthew Sloan – Caucasian, USA

Appraisal Review Staff, Wittworth PLLC

- James Witt – Caucasian, USA

**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.**

169th Connection: This project is currently in the design phase. A mounding analysis report is currently in process and estimated to be completed in 2026, see Exhibit D for data collection.

180th St Connector: This project began the design phase in 2024. Noise Analysis, Geotechnical and Cultural studies began in 2025, see Exhibit E for the Geotechnical Draft Report, Exhibit F for the Cultural Studies Report, and Exhibit G for the Draft Noise Analysis Report.

**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.**

74th Ave Trail Project, overall impact to Arlington residents was minimal for this project. The project included the installation of a 12-foot-wide multi-use trail, street and trail lighting along with landscaping on the west side of 74th Ave connecting the end of the Airport Blvd trail to 204th St. Benefits included access outside of the roadway for pedestrians and non-vehicle users, and lighting.

- 74th Ave Trail - 7

Division Broadway Restoration Project, overall impact to Arlington residents was moderate to severe due to the location of the project. This project was reconstructing the roadway with the installation of two roundabout aprons, new curbing and channelization, as well as updates to ADA ramps and sidewalks. Benefits included improved roadway, updated ADA ramps, sidewalk, public bus pull outs, and increased control intersections.

- Division St - 2
- Broadway Ave - 1

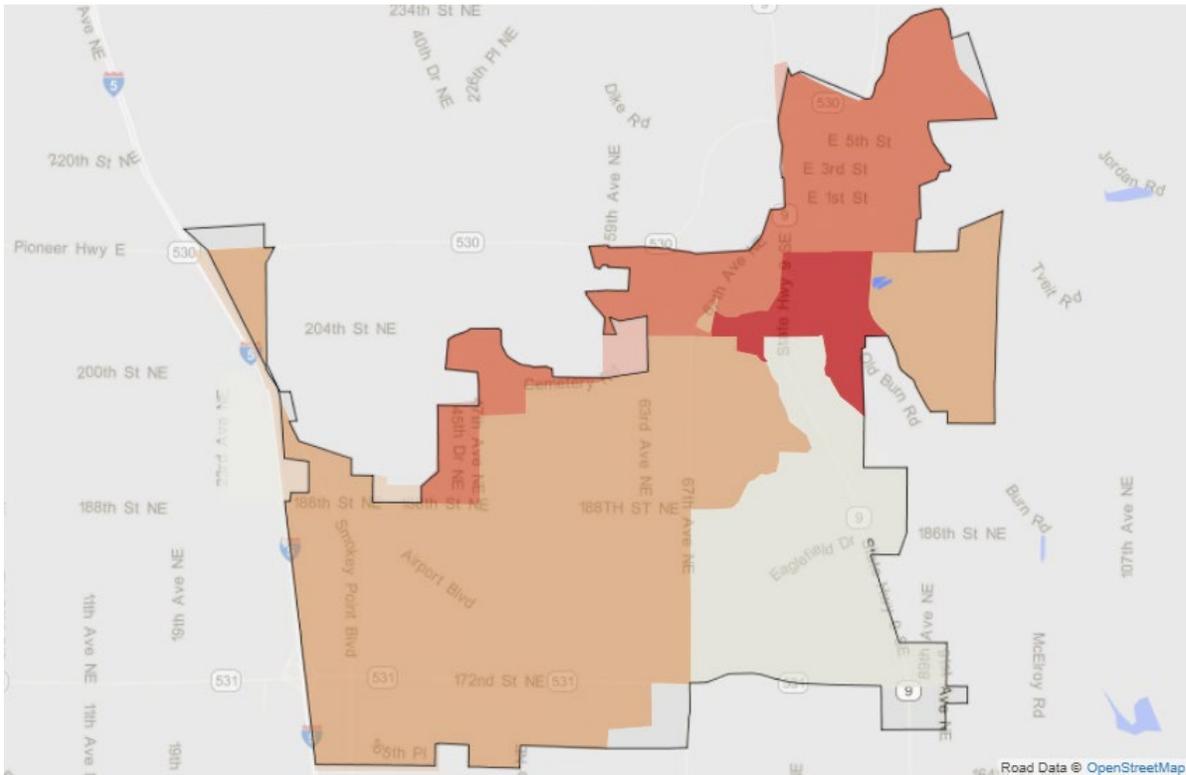
2025 Utility Improvement and Pavement Preservation Project, overall impact to Arlington residents was moderate. This annual project replaces old AC water mains, installs new ADA ramps, and resurfaces the roadway of existing roads. Benefits include improved roads, updated ADA ramps, and new water mains.

- Gleneagle Blvd - 11
- West Ave - 3

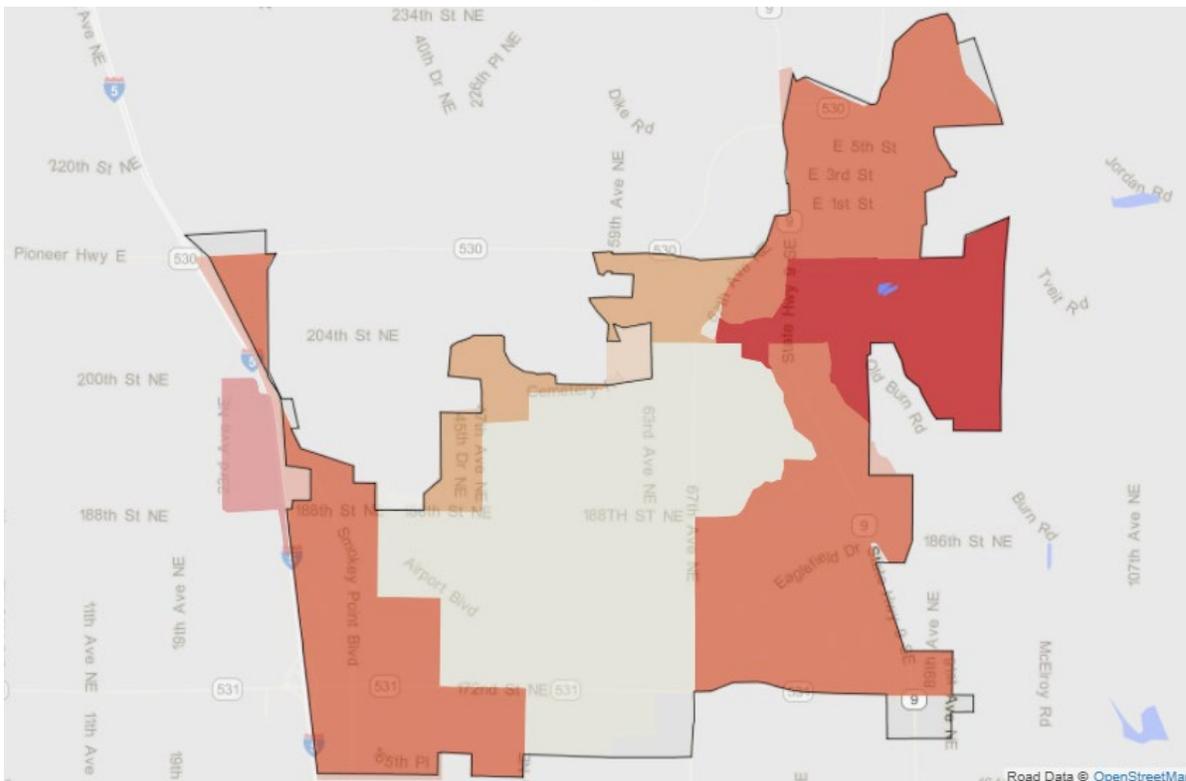


<https://statisticalatlas.com/place/Washington/Arlington/Race-and-Ethnicity>

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

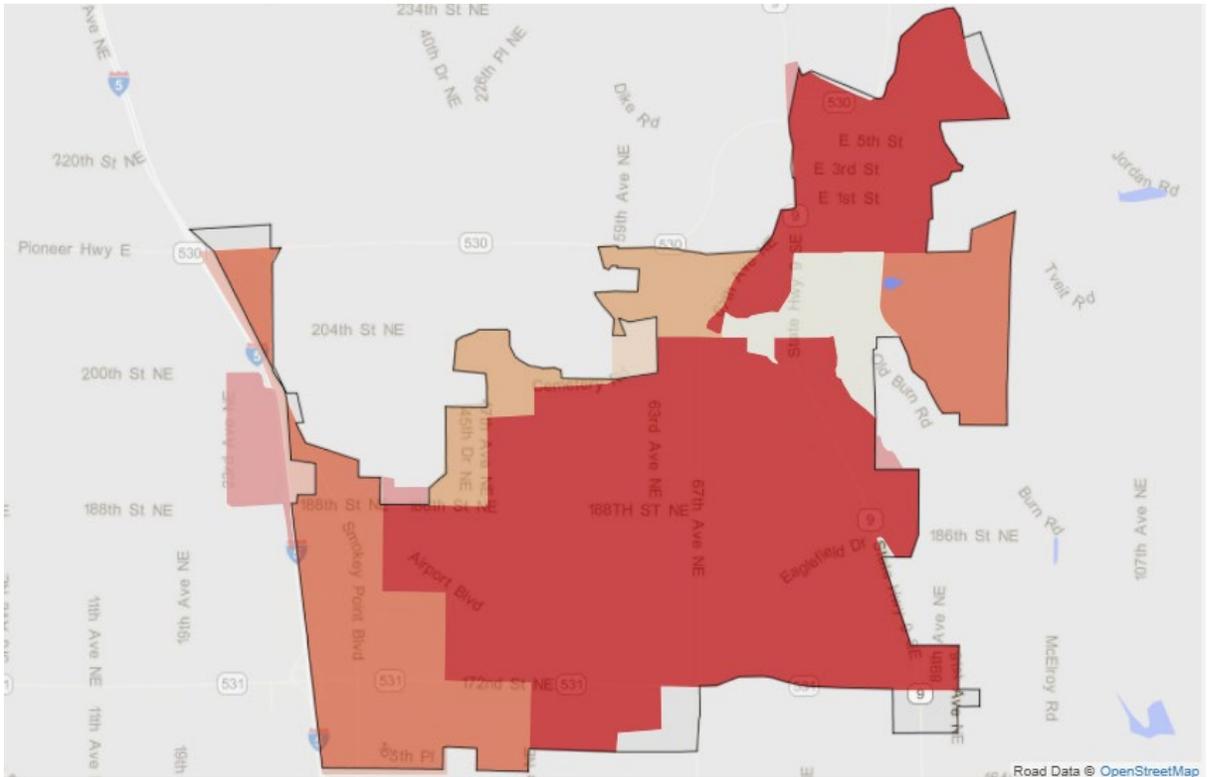


Map of Race and Ethnicity by Block Group in Arlington – **Hispanic**

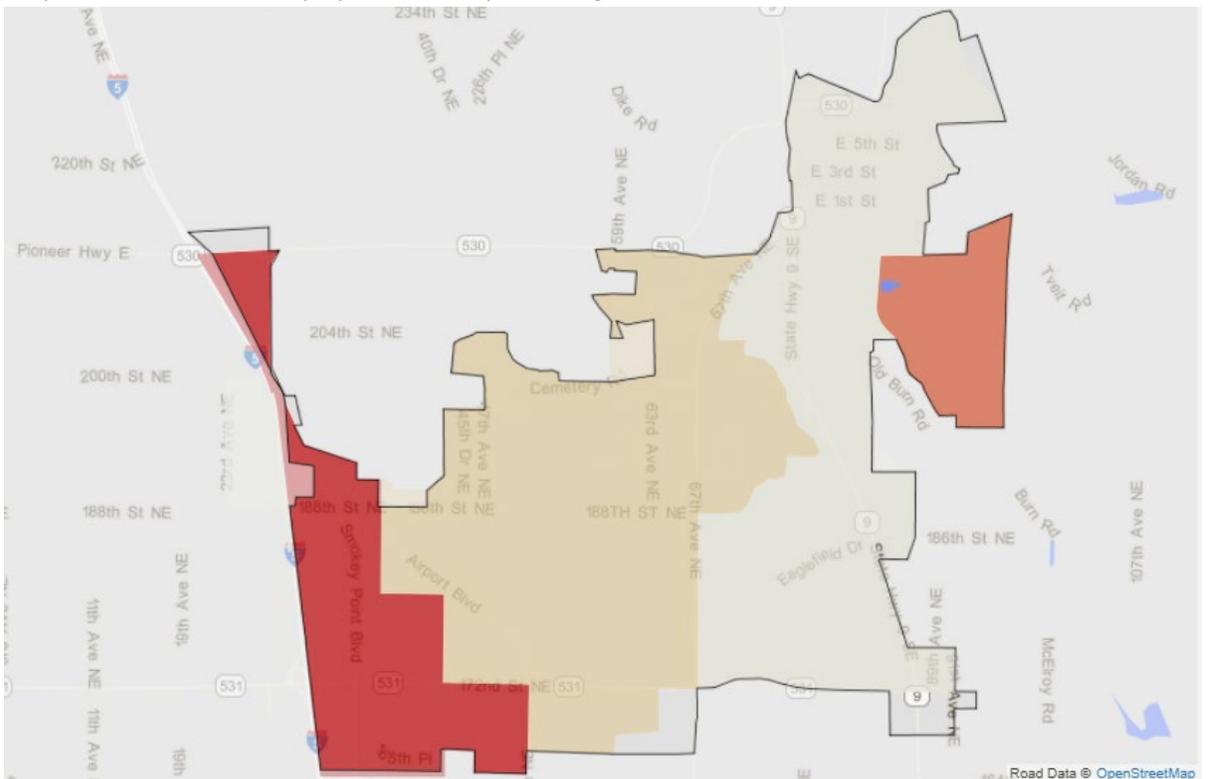




Map of Race and Ethnicity by Block Group in Arlington – Mixed



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



**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 2025, all city public meetings were in person with a virtual option. All meeting information is posted on the City of Arlington website, at <https://www.arlingtonwa.gov/AgendaCenter>. Translation services are available on a request basis.

- City Council Meetings
  - Regular council meetings are held every other Monday at 6:00 PM, except for the month of August, unless otherwise cancelled. Meetings are posted on the City's website, and on the City of Arlington's Facebook and Twitter accounts. Meeting is held at 110 E 3<sup>rd</sup> St, Arlington or through Zoom and YouTube.
- Planning commission
  - Regular planning meetings are 1<sup>st</sup> and 3<sup>rd</sup> Tuesday at 6:30 PM unless Monday is a holiday, in which case, the meetings are moved to the following Thursday. Meetings are held in the council Chambers at 110 E 3<sup>rd</sup> St. Arlington.
- Youth Council
  - Regular youth council meetings are held on the 2<sup>nd</sup> Thursday at 5:30 PM every month and sometimes the 4<sup>th</sup> Thursday.
- Park, Arts & Recreation Commission
  - Regular PARC meetings are held the 4<sup>th</sup> 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 1<sup>st</sup> Wednesday of most months at 9:00 AM in Butner Boardroom at 110 E 3<sup>rd</sup> St. Arlington.
- Citizen Salary Commission
  - The Citizen Salary Commission meets every other year and generally takes place in the first of the year.
- Cemetery Board
  - The Cemetery Board meets five times as year, January, March, May, September, and November on the third Tuesday of the month at 2:30 PM via Zoom or in person.
- Airport Commission
  - The Airport Commission meetings are held the 2<sup>nd</sup> Tuesday of every month at 6:00PM in Putnam Hall at 18204 59<sup>th</sup> Dr. NE. Arlington or via Zoom.

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

Planning Commission

- Melissa Johnson, Chair- Caucasian
- Gayle Roeber, Vice Chair – Caucasian
- Jennifer Benton – Declined to answer.

Public Works

- James Kelly – Caucasian, USA
- Kris Wallace – Caucasian, USA
- Katy Shores, Caucasian, USA

- 2. 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.**

No transportation related public meetings were conducted this period as most of the City's projects began construction this year. As we get farther along in design on our current projects public meetings will resume.

- 3. 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. The city is currently looking into alternative options for translation.

- 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 negotiating contracts (e.g., consultants).**

74<sup>th</sup> Ave Trail Project, Reece Construction. The city advertised for three weeks in the Daily Journal of Commerce, the Everett Herald, on the city's website, and with Builders Exchange of Washington (BXWA). Upon closing, an in person bid opening occurred, and the bids were announced. Due to the large number of errors on the DBE paperwork all bids were rejected, and the project went out for advertisement again for three weeks at the pervious locations. Upon closing, an in person bid opening occurred, and the bids were announced. The preliminary bid was posted on the city website, and lowest bidder was verified through sam.gov and L&I, then certified. The certified bid was posted online, and the lowest responsible bidder chosen. The contract was then taken through the city council process for award signature authorization. This project was bid before the City was informed of the requirement to post bids with DBE goals on the Washington State Office of Minority & Women's Business Enterprises website (OMWBE).

Division/Broadway Restoration Project, Reece Construction. The city advertised for three weeks in the Daily Journal of Commerce, the Everett Herald, on the city's website, and with Builders Exchange of Washington (BXWA). Upon closing, an in person bid opening occurred, and the bids were announced. Due to the large number of errors on the DBE paperwork all bids were rejected, and the project went out for advertisement again for three weeks at the pervious locations. Upon closing, an in person bid opening occurred, and the bids were announced. The preliminary bid was posted on the city website, and lowest bidder was verified through sam.gov and L&I, then certified. The certified bid was posted online, and the lowest responsible bidder chosen. The contract was then taken through the city council process for award signature authorization. This project was bid before the City was informed of the requirement to post bids with DBE goals on the Washington State Office of Minority & Women's Business Enterprises website (OMWBE).

2025 Utility Improvement & Pavement Preservation Project, Reece Construction. The city advertised for two weeks in the Daily Journal of Commerce, the Everett Herald on the city's website, and with Builders Exchange of Washington (BXWA). Upon closing, an in person bid opening occurred, and the bids were announced. The preliminary bid was posted on the city website, and lowest bidder was verified through sam.gov and L&I, then certified. The certified bid was posted online, and the lowest

responsible bidder chosen. The contract was then taken through the city council process for award signature authorization.

Smokey Point Blvd & 188<sup>th</sup> Roundabout Project, SRV Construction. The city advertised for three weeks in the Daily Journal of Commerce, the Everett Herald, the Washington State Office of Minority & Women's Business Enterprises (OMWBE), on the city's website, and with Builders Exchange of Washington (BXWA). Upon closing, an in person bid opening occurred, and the bids were announced. The city received a bid protest and when reviewed decided to reject all bids and re-advertise. With permission from WSDOT the city advertised for two weeks at the previous locations. Upon closing, an in person bid opening occurred, and the bids were announced. The preliminary bid was posted on the city website, and the lowest bidder was verified through sam.gov and L&I, then certified. The certified bid was posted online, and the lowest responsible bidder chosen. The contract was then taken through the city council process for award signature authorization.

169<sup>th</sup> Street Connector Design project, not awarded. The city previously requested an extension to the original contract with SCJ Alliance for the completion of the design work for the 169<sup>th</sup> St Connection project. The original contract was executed in 2022 for up to 30% design. The extension was granted, but due to some changes in how the billing needed to be completed WSDOT requested the city to go back out for qualifications. The city advertised for 3 weeks in the Daily Journal of Commerce, the Everett Herald, the Washington State Office of Minority & Women's Business Enterprises (OMWBE), and the City's website. Upon closing, statements of qualifications were opened, and interviews were conducted. After the interviews the team scored each company and the company with the highest score was chosen. This project went to bid and closed in 2025 but has not yet been awarded.

**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 advertisements, request for proposals, etc. Exhibit J is the standard Advertisement for Bid form. Once a contractor or consultant is under contract all subcontractors must be requested and approved with the WSDOT Request to Sublet Work form (EXHIBIT K). This form has a spot for DBE information and helps to monitor our DBE percentage for each project. Projects with consultants on federally funded projects use the most current WSDOT approved Local Agency Agreement (EXHIBIT L) and federally funded construction projects use the City's construction contract for federally funded projects (EXHIBIT M). The OCER DBE Things to Remember form is included in all federally funded project pre-construction meetings. During the construction process the city monitors the work of the DBEs with On-Site Reviews, certified payroll, and management of the Diversity Management and Compliance System (DMCS) website.

**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).**

- Smokey Point Blvd & 180<sup>th</sup> St RAB ROW Consultant - \$49,379.70, No DBE award, Local
- Smokey Point Blvd & 188<sup>th</sup> RAB – \$4,524,126.49, Federal, No DBE award

- Division/Broadway Restoration - \$1,290,092.00, Federal, No DBE award
- 74<sup>th</sup> Ave Trail - \$1,230,230.00, Federal, No DBE award
- 2025 Utility Improvement & Pavement Preservation - \$2,481,565.31, Local, No DBE award

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

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

No training was completed during this reporting period.

**2. 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 and, this training is encouraged for all personnel to attend and complete.

- Katy Shores – Engineering Administrative Specialist III – WSDOT – Demographic Data Collecting Training, June 10<sup>th</sup>, Caucasian, USA

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

No additional civil rights training was completed this reporting period.

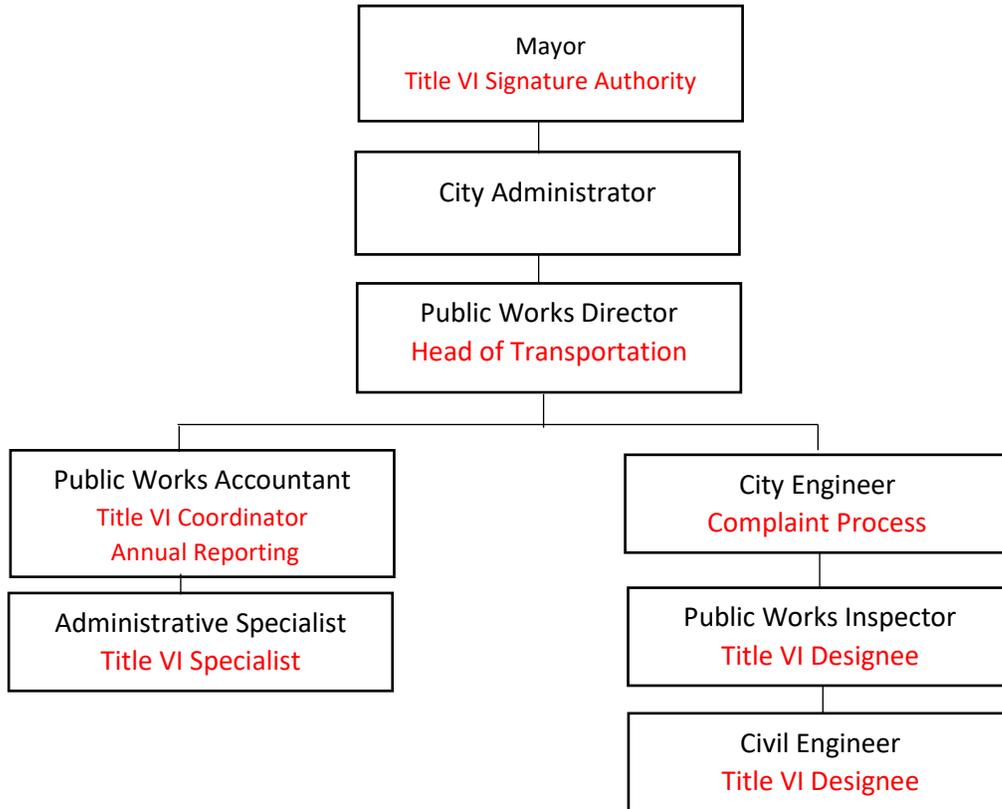
**15. Title VI Goals for Upcoming Year**

**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.
- Continue to give training opportunities to new and existing 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

## 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](mailto:rmorrison@arlingtonwa.gov)

<b>Su nombre:</b>	<b>Su teléfono:</b>
	<b>Mejor momento del día para contactarlo sobre esta queja:</b> 7am a 10am    10am a 1pm    1pm a 4pm    4pm a 7pm
<b>Su dirección de correo electrónico:</b>	
<b>Su dirección de correo postal:</b> (Calle/PO Box, ciudad, estado, código postal)	
<b>Nombre, dirección y número de teléfono de las personas que supuestamente lo discriminaron.</b>	
<b>Fecha del supuesto incidente:</b>	<b>Discriminación por:</b> <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Nacionalidad (incluye dominio limitado del inglés)
<b>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.</b>	

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.

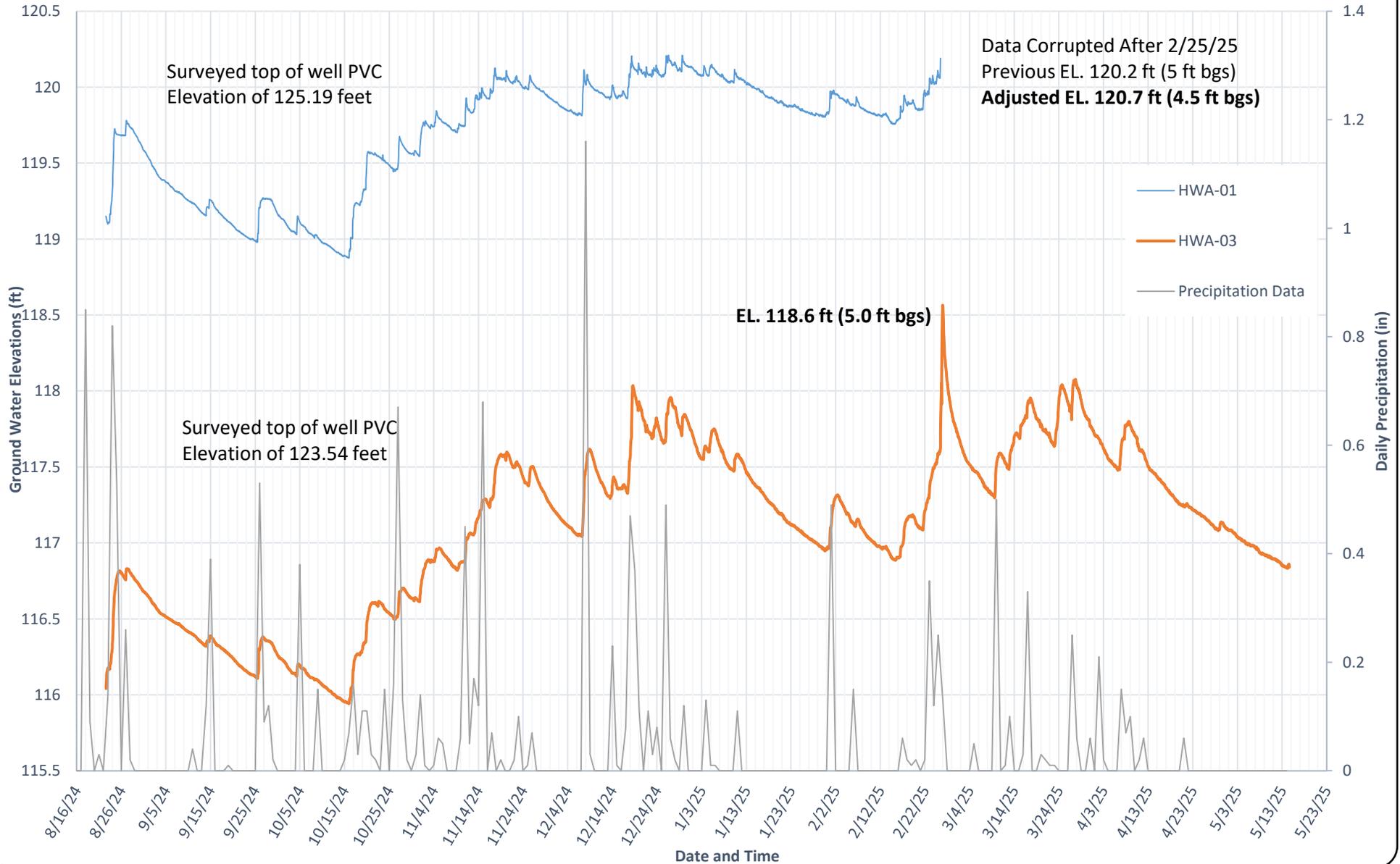
### CÓMO PRESENTAR UNA QUEJA

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.

### Groundwater Elevations - HWA-01 and HWA-03



HWA-01 AND HWA-03 WATER LEVEL DATA

169th Place NE Connecting Segment  
 Arlington, Washington



HWA GEOSCIENCES INC.

FIGURE NO.

**C-1**

PROJECT NO.

2024-153-21

**DRAFT GEOTECHNICAL REPORT**

**180th Street Connector  
Arlington, Washington**

HWA Project No. 2023-190-21

Prepared for:  
SCJ Alliance

September 12, 2025



**GEOSCIENCES INC.**

DBE/MWBE

Geotechnical Engineering  
Pavement Engineering  
Geoenvironmental Hydrogeology  
Inspection & Testing





September 12, 2025  
HWA Project No. 2023-190-21

SCJ Alliance  
25 N Wenatchee Ave, Suite 238  
Wenatchee, WA 98801

Attention: Mr. Dan Ireland P.E.

Subject: **DRAFT GEOTECHNICAL REPORT**  
**180<sup>th</sup> Street Connector**  
**Arlington, Washington**

Dear Mr. Ireland:

As requested, HWA GeoSciences Inc. (HWA) has completed a geotechnical engineering study for the proposed 180<sup>th</sup> Street Connector in Arlington, Washington. This report presents the results of our field explorations, laboratory testing, and geotechnical engineering analysis and recommendations.

We appreciate the opportunity to provide geotechnical services on this project. If you have any questions regarding this report or require additional information or services, please contact the undersigned at your convenience.

Sincerely,

**HWA GEOSCIENCES INC.**

A handwritten signature in dark ink that reads 'Donald Huling'.

Donald Huling, P.E.  
Geotechnical Engineer, Principal

A handwritten signature in blue ink that reads 'Shelby Cutter'.

Shelby Cutter, EIT  
Engineer in Training

Enclosure: Draft Geotechnical Report

## TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION.....	1
1.1 GENERAL.....	1
1.2 PROJECT UNDERSTANDING.....	1
1.3 SITE DESCRIPTION.....	1
2.0 FIELD INVESTIGATION.....	2
2.1 SUBSURFACE EXPLORATIONS.....	2
2.2 PILOT INFILTRATION TESTING.....	3
2.3 LABORATORY TESTING.....	3
2.4 EXISTING SUBSURFACE INFORMATION.....	3
2.4.1 HWA Geosciences Inc, 2021.....	4
2.4.2 Materials Testing and Consulting, Inc. (MTC) 2020.....	4
3.0 GEOLOGIC AND SUBSURFACE CONDITIONS.....	4
3.1 GENERAL GEOLOGY.....	4
3.2 SUBSURFACE CONDITIONS.....	5
3.2.1 Groundwater Conditions.....	5
4.0 CONCLUSIONS & RECOMMENDATIONS.....	6
4.1 SEISMIC DESIGN.....	7
4.1.1 Design Parameters.....	7
4.1.2 Liquefaction Susceptibility.....	8
4.1.3 Liquefaction Settlement Analysis.....	8
4.1.4 Liquefaction Mitigation Measures.....	9
4.2 ALIGNMENT SUBGRADE PREPARATION.....	9
4.3 GAS LINE CROSSING.....	10
4.4 PAVEMENT DESIGN.....	10
4.5 HOT MIX ASPHALT PAVEMENT.....	10
4.5.1 Pavement Subgrade Preparation.....	10
4.5.2 HMA Binder Selection.....	11
4.5.3 Placement of HMA.....	11
4.5.4 Pavement Drainage.....	11
4.6 LUMINAIRE FOUNDATIONS.....	12
4.6.1 General Construction Considerations.....	12
4.7 STORMWATER MANAGEMENT.....	12
4.7.1 Infiltration Feasibility.....	12
4.7.2 Infiltration Rate Calculations.....	13
4.7.3 Design Infiltration Rates.....	15
4.8 GENERAL EARTHWORK.....	15
4.8.1 Structural Fill.....	15
4.8.2 Compaction.....	15
4.8.3 Temporary Excavations.....	16
4.8.4 Wet Weather Earthwork.....	16
4.9 DECOMMISSIONING OF MONITORING WELLS.....	17

September 12, 2025  
HWA Project No. 2023-190-21

**DRAFT**

5.0 CONDITIONS AND LIMITATIONS .....17  
6.0 REFERENCES.....19

**LIST OF TABLES (IN TEXT)**

Table 1: Manual Groundwater Readings .....	5
Table 2: Seismic Parameters for Design Earthquake Event .....	7
Table 3: Structure Requirements for New HMA Pavement - 20-year Design Life.....	10
Table 4: Results of Preliminary Grain Size Screening .....	14

**LIST OF FIGURES (FOLLOWING TEXT)**

Figure 1	Site and Vicinity Map
Figure 2	Site and Exploration Plan
Figure 3	Groundwater Monitoring

**APPENDICES****Appendix A: Field Explorations**

Figure A-1	Legend of Terms and Symbols Used on Exploration Logs
Figures A-2 to A-5	Logs of Boreholes HWA-1P through HWA-4
Figures A-6	Log of Test Pit PIT-1

**Appendix B: Laboratory Results**

Figures B-1 and B-2	Summary of Material Properties
Figures B-3 to B-6	Particle-Size Analysis of Soils

**Appendix C: Previous Explorations**

**DRAFT GEOTECHNICAL REPORT  
180<sup>TH</sup> STREET CONNECTOR  
ARLINGTON, WASHINGTON**

**1.0 INTRODUCTION**

**1.1 GENERAL**

This report summarizes the results of a geotechnical engineering study performed by HWA GeoSciences, Inc. (HWA) for 180<sup>th</sup> Street Connector project (Project) in Arlington, Washington. The approximate location of the Project site is shown on the Site and Vicinity Map, [Figure 1](#), and on the Site and Exploration Plan, [Figure 2](#). HWA's field work included drilling four machine-drilled borings and conducting one pilot infiltration test (PIT). Laboratory testing was conducted on selected soil samples to determine relevant engineering properties of the subsurface soils. The purpose of this study was to evaluate the soil and groundwater conditions along the proposed roadway alignment to provide geotechnical engineering recommendations for the proposed improvements.

**1.2 PROJECT UNDERSTANDING**

Our understanding is that the Project includes design of a new roadway connecting Smokey Point Boulevard and Airport Boulevard. The approximate alignment of the new roadway is shown in [Figure 2](#). The new roadway will consist of two travel lanes, sidewalk, side path with a landscaped buffer, stormwater infiltration facilities, and street lighting.

**1.3 SITE DESCRIPTION**

The Project area is located in Arlington, Washington, to the west of Arlington Municipal Airport and north of the North County Regional Fire Authority Station #48 (Station #48). The new roadway will start at the intersection of Smokey Point Boulevard and 180<sup>th</sup> St NE and extends northeast, ending at Airport Boulevard, approximately 300 feet northwest of the existing Station #48.

The proposed alignment will be approximately 3500 feet long. The western 600 feet of the proposed alignment consists of developed residential properties. The remaining 1900 feet of the proposed alignment consists of an undeveloped, heavily vegetated lot owned by the City of Arlington. Vegetation in the site vicinity primarily consists of native grasses and dense coniferous trees. The BP Olympic Pipeline extends through the project site, northwest to southeast, crossing the proposed alignment at approximately station 24+50, shown on [Figure 2](#). The topography of the area is relatively flat.

## 2.0 FIELD INVESTIGATION

### 2.1 SUBSURFACE EXPLORATIONS

On March 13 and 21, 2025, under subcontract to HWA, Geologic Drill Partners, of Fall City, Washington, drilled four hollow-stem auger borings (HWA-1P through HWA-4) at the approximate locations shown on [Figure 2](#).

Soil samples were collected within the exploratory borings at 2.5- to 5-foot depth intervals per Standard Penetration Test (SPT) sampling methods, which consisted of using a 2-inch outside diameter, split-spoon sampler driven with a 140-pound rope and cathead hammer. During the test, each sample was obtained by driving the sampler up to 18 inches into the soil with the hammer free-falling 30 inches per stroke. The number of blows required for each 6 inches of penetration was recorded. The standard penetration resistance of the soil was calculated as the number of blows required for the final 12 inches of penetration. If a total of 50 blows was recorded within a single 6-inch interval, the test was terminated, and the blow count was recorded as 50 blows/number of inches of penetration. This resistance provides an indication of the relative density of granular soils and the relative consistency of cohesive soils. At the completion of the boreholes, they were backfilled with bentonite chips or completed with a well, per Washington State Department of Ecology (DOE) requirements.

Groundwater monitoring wells were installed in two geotechnical borings, designated HWA-1P and HWA-3P, to monitor seasonal groundwater fluctuations, using water level transducers. Once the target depth was reached, a 1-inch diameter PVC groundwater monitoring piezometer was installed per DOE requirements. Flush mount monuments were installed directly over the well holes to allow access for continued monitoring over the course of the design process.

The borings were completed under the full-time observation of an HWA geologist/engineer, who collected pertinent information including soil sample depths, stratigraphy, soil engineering characteristics, and groundwater occurrence, as the exploration was advanced. Soils were classified in general accordance with the classification system described in [Figure A-1](#), which also provides a key to the exploration log symbols. The boring logs are presented on [Figures A-2 through A-5](#).

It should be noted that the stratigraphic contacts shown on the exploration logs represent the approximate boundaries between soil types; actual transitions may be more gradual. The soil and groundwater conditions depicted are only for the specific date and locations reported and, therefore, are not necessarily representative of other locations and times.

## 2.2 PILOT INFILTRATION TESTING

HWA conducted a small-scale pilot infiltration test (PIT) in general accordance with the methods presented in the Washington State Department of Ecology *2019 Stormwater Management Manual of Western Washington* (SWMMWW).

The small-scale PIT, designated PIT-1, was excavated by Northwest Excavation & Trucking, under subcontract to HWA, using a Bobcat E60 mini-excavator on March 25, 2025. The location of the PIT is shown on the Site and Exploration Plan, [Figure 2](#). The PIT was excavated to 3½ feet below ground surface (bgs) with an approximate base area of 12 square feet. At that depth a steady state flow test and a falling head test were performed to estimate infiltration rates. Water was introduced in the excavation through a 6-inch diameter perforated diffuser pipe which was filled using a nearby fire hydrant, access provided by City of Arlington. Following a six-hour presoak period, a constant head test was performed. Using a flow meter to control the flow, water was added to the PIT at a rate that maintained a water depth of approximately 10 inches for one hour. Following the constant head test, a falling head test was performed. For the falling head test, the water was shut off and the rate at which the water infiltrated into the pit was recorded until the pit was empty.

A representative from HWA monitored the infiltration testing. After completion, the PIT was excavated to a depth of 4½ feet bgs to assess and sample receptor soils and to evaluate if groundwater was present at shallow depths. The PIT exploration log is presented in [Appendix A, Figure A-6](#). It should be noted that the stratigraphic contacts shown on the exploration log represent the approximate boundaries between soil types; actual transitions may be more gradual. The soil and groundwater conditions depicted are only for the specific date and locations reported and, therefore, are not necessarily representative of other locations and times.

## 2.3 LABORATORY TESTING

Laboratory tests were conducted on selected samples retrieved from our explorations to characterize relevant engineering and index parameters of the soils encountered at the site. The tests included visual classifications, determination of natural moisture contents, hydrometer, and grain size distributions. All tests were conducted in the HWA laboratory in general accordance with appropriate American Society for Testing and Materials (ASTM) International standards. A brief description of laboratory test methodology and reports are presented in [Appendix B](#). The test results are presented in [Appendix B](#) and displayed on the boring logs in [Appendix A](#), as appropriate.

## 2.4 EXISTING SUBSURFACE INFORMATION

HWA identified two sources of existing information that were considered useful for the evaluation of site conditions. The sources and summary of the data review are provided below.

Locations of the previous geotechnical explorations are shown in [Figure 2](#). Explorations logs for both sources are presented in [Appendix C](#).

#### **2.4.1 HWA Geosciences Inc, 2021**

In November 2021, HWA (HWA, 2021) conducted a geotechnical engineering evaluation of proposed improvements along the Smokey Point Boulevard alignment, from 200<sup>th</sup> Street NW to 175<sup>th</sup> Place NE, in Arlington, Washington. Exploration BH-5, completed in November 2020 to a depth of 31.5 feet bgs, was considered pertinent to this project. Location is shown on [Figure 2](#). Groundwater was noted on the logs at 10 feet bgs.

#### **2.4.2 Materials Testing and Consulting, Inc. (MTC) 2020**

In February 2020, MTC Consulting (MTC, 2020) conducted a geotechnical evaluation of proposed improvements at 4228 Airport Blvd in Arlington, Washington. Explorations kDCP-1 through kDCP-3, DCP-3, and TP-4, TP-7, and TP-8 were considered pertinent to this project. These explorations were completed in February 2020, at locations shown in [Figure 2](#), to depths between 5.5 feet and 10 feet bgs. Grab samples were obtained. Groundwater was not encountered.

### **3.0 GEOLOGIC AND SUBSURFACE CONDITIONS**

#### **3.1 GENERAL GEOLOGY**

The Project is located within the Puget Lowland. The Puget Lowland has repeatedly been occupied by a portion of the continental glaciers that developed during the ice ages of the Quaternary period. During at least four periods, portions of the ice sheet advanced south from British Columbia into the lowlands of Western Washington. The southern extent of these glacial advances was near Olympia, Washington. Each major advance included numerous local advances and retreats, and each advance and retreat resulted in its own sequence of erosion and deposition of glacial lacustrine, outwash, till, and drift deposits. Between and following these glacial advances, sediments from the Olympic and Cascade Mountains accumulated in the Puget Lowland. As the most recent glacier retreated, it uncovered a sculpted landscape of elongated, north-south trending hills and valleys between the Cascade and Olympic Mountain ranges. This landscape is composed of a complex sequence of glacial and interglacial deposits.

Geological information for this site was obtained from the published *Geologic Map of the Arlington West 7.5 Minute Quadrangle, Snohomish County, Washington* (Minard, 1985). The proposed alignment is underlain by Marysville Sand recessional outwash (Qvrm). The outwash sediments were deposited by meltwater flowing south from the stagnating and receding Vashon Glacier. Marysville sand deposits generally consist of well-drained, stratified to massive outwash sand, some fine gravel, and some areas of silt and clay. The Marysville Sand member unit is at least 65 feet thick according to the geologic map.

### 3.2 SUBSURFACE CONDITIONS

Subsurface conditions along the project alignment can generally be categorized into the following soil unit as encountered in HWA's explorations: Marysville Sand Member. This soil unit is described below.

- **Topsoil:** Topsoil was encountered in all borings. The topsoil extended from ground surface to a depth of approximately 6-inches, and was characterized by very loose to medium dense, brown, silty sand with abundant organics.
- **Marysville Sand Member:** The Marysville sand member was encountered in HWA-1P through HWA-4 and BH-5, underlying the forest duff/topsoil, and extended to the base of the borings in all except BH-5, where is terminated at 12.5 feet bgs. The Marysville Sand was characterized by loose to dense, gray to gray brown, sand and gravel. Glacial ice would not have overrun this unit, and it should be considered normally consolidated.
- **Recessional Glacial Lacustrine:** The recessional glacial lacustrine deposits were encountered underlying the Marysville sand member in BH-5 (HWA, 2020). This deposit was not encountered in any of our explorations (HWA-1P through HWA-4). Glaciolacustrine deposits are characterized by very loose to hard, olive gray to gray, clay, silt, or sandy clay, and are primarily massive, with localized bedding. These soils would have been deposited in stagnant body of water, possibly impounded by glacial ice. Glacial ice would not have overrun this unit, and it should be considered normally consolidated.

#### 3.2.1 Groundwater Conditions

Groundwater was observed in every exploration, except for PIT-1. At the time of the explorations in March 2025, groundwater was observed at depths ranging from approximately 11.5 to 14 ft bgs. Groundwater monitoring wells and datalogging pressure transducers were installed within boreholes HWA-1P and HWA-3P to allow for groundwater measurements over time. Manual groundwater measurements were collected during one site visit made by HWA to download data from the transducers. Manual groundwater readings collected from the boreholes are presented in [Table 1](#).

**Table 1:  
Manual Groundwater Readings**

Boring Designation	Depth to Groundwater (ft bgs)	
	At Time of Drilling <sup>1</sup> (March 13 and 21, 2025)	August 19, 2025
HWA-1P	13	15.92
HWA-2	13	-
HWA-3P	11.5	15.36
HWA-4	14	-

**Notes:**

<sup>1</sup> Groundwater level measured directly after installation

Data from the pressure transducers installed in monitoring wells HWA-1P and HWA-3P for the time period between March 13 and 21, respectively, and August 19, 2025, is presented on [Figure 4](#). It should be noted that the data shows a clear decreasing trend going into the summer months, which is consistent with HWA's expectations. The highest groundwater level observed in HWA-1P and HWA-3P was recorded in April 2025 at 12.86 feet bgs and 12.80 feet bgs, respectively. For design purposes a seasonal high groundwater level of 12.8 feet below ground surface should be assumed along the Project alignment.

The groundwater conditions reported herein are for the specific locations and dates and may not be representative of other locations and/or times. Groundwater conditions will vary depending on local subsurface conditions, weather conditions, water levels in nearby water bodies, and other factors. The groundwater elevation is expected to vary seasonally and across the project site. The highest levels of groundwater are expected during the wet winter months and the lowest levels are expected during the dry summer months.

#### 4.0 CONCLUSIONS & RECOMMENDATIONS

Based on the results of HWA's subsurface exploration, it is HWA's opinion that the proposed 180<sup>th</sup> Connector roadway is feasible from a geotechnical perspective. Near-surface soils observed along the alignment generally consist of sand and gravel, which are anticipated to provide adequate support for the proposed vehicular pavements and luminaire foundations, provided the recommendations provided herein are incorporated into project designs.

The subsurface soil and groundwater conditions observed along the alignment are expected to be conducive to the use of onsite infiltration. A seasonal high groundwater level of 12.8 feet below the ground surface should be assumed along the project corridor. To maintain 5 feet of vertical separation, from the seasonal high groundwater level, infiltration facilities should be founded no deeper than 7.8 feet below ground surface.

Our explorations and analysis suggest that some saturated layers within the Marysville sand recessional outwash deposit are potentially liquefiable during the design level earthquake. The initiation of liquefaction may result in some vertical settlement of the proposed improvements as a result of the design earthquake. These liquefaction induced settlements may require some repair after the design earthquake but are not expected to result in a threat to life safety of the traveling public. Therefore, we do not recommend the implementation of liquefaction mitigation measures as part of this project.

Soils observed in our explorations suggest that luminaires along the project alignment can be supported on WSDOT standard plan Type B foundation.

#### 4.1 SEISMIC DESIGN

##### 4.1.1 Design Parameters

Earthquake loading for the project alignment was developed in accordance with the General Procedure provided in Section 3.4 of the AASHTO Guide Specifications for LRFD Seismic Bridge Design, 3rd Edition, 2023, and the Washington State Department of Transportation (WSDOT) amendments to the AASHTO Guide Specifications provided in the Bridge Design Manual (LRFD) (WSDOT, 2025). For seismic analysis, the Site Class is required to be established and is determined based on the average soil properties in the upper 100 feet below the ground surface. Based on our characterization of the subsurface conditions, the site class designation has been determined based on the principle that the consistency of the soils below the maximum depth of the borings are consistent or denser than the soil within the 31.5 feet of depth explored. For this project, SPT blow counts obtained from the borings were utilized to classify the subject site as Seismic Site Class D.

The design parameters for the design level event (equal to a return period of about 1000 years) were determined from the ASHTO-USGS Seismic Ground Motion Database utilizing the 2018 USGS Nation Seismic Hazard Model. The design earthquake magnitude was obtained from the disaggregation tool on USGS Uniform Hazard Tool website using the U.S. 2014 Dynamic Conterminous edition (v4.2.0). The recommended seismic parameters for the design event are provided in [Table 2](#).

**Table 2:  
Seismic Parameters for Design Earthquake Event**

Site Class	Design Earthquake Magnitude	Peak Horizontal Acceleration PGA (As), (g)
D	7.11	0.432

Notes: \*5% Probability of Exceedance in 50 years for Latitude 48.160572° and Longitude -122.177093°

#### 4.1.2 Liquefaction Susceptibility

Liquefaction is a temporary loss of soil shear strength due to earthquake shaking. Loose, saturated cohesionless soils are the most susceptible to earthquake-induced liquefaction; however, recent experience and research has shown that certain silts and low-plasticity clays are also susceptible. Primary factors controlling the development of liquefaction include the intensity and duration of strong ground motions, the characteristics of subsurface soils, in-situ stress conditions and the depth to ground water. Based on the Washington State Department of Natural Resources Interactive Maps, the site is listed as having a low to moderate potential for liquefaction. Based on the WSDOT *GDM* (WSDOT, 2022), the liquefaction susceptibility of the soils along the project alignment was determined utilizing the simplified procedure originally developed by Seed and Idriss (1971) and updated by Youd et al (2001) and Idriss and Boulanger (2004, 2006).

The simplified procedure is a semi-empirical approach which compares the cyclic resistance ratio (CRR) required to initiate liquefaction of the material to the cyclic shear stress ratio (CSR) induced by the design earthquake. The factor of safety relative to liquefaction is the ratio of the CRR to the CSR; where this ratio is computed to be less than one, the analysis would indicate that liquefaction is likely to occur during the design earthquake. The CRR is primarily dependent on soil density, with the current practice being to base it on the Standard Penetration Test (SPT) N-value, corrected for energy consideration, fines content and earthquake magnitude. CSR is generally determined by the formulation developed by Seed and Idriss (1971) and relates equivalent shear stress caused in the soil at any depth to the effective stress at that depth and the peak ground acceleration at the surface.

Our analyses indicate that the saturated, loose to medium dense, Marysville Sand soils along the alignment are potentially liquefiable during the design earthquake. The underlying glaciolacustrine soils were observed to have relatively high plasticity; therefore, we do not anticipate initiation of liquefaction in this material. Where identified, the effects of liquefaction should be considered and accounted for in the design of proposed improvements.

#### 4.1.3 Liquefaction Settlement Analysis

For liquefaction susceptible soil deposits, excess pore water pressure builds up during the earthquake excitation, leading to loss of strength, termed as liquefaction. After the shaking stops, excess pore water pressures dissipate toward a zone where water pressure is relatively lower, usually the ground surface. The dissipation is accompanied by a reconsolidation of the loose sand (Ishihara and Yoshimine, 1992 & Tokimatsu and Seed, 1987). The reconsolidation is manifested at the ground surface as vertical settlement, usually termed as liquefaction-induced settlement or seismic settlement.

The potential for liquefaction-induced settlement was evaluated within each of the borings. The methodologies used to estimate the magnitude of liquefaction included settlement were

developed by Idriss and Boulanger (2008) and are generally based on the relationship between cyclic stress ratio, corrected SPT blow counts, and volumetric strain. Using these methods, liquefaction-induced settlement within the Marysville Sand soils was estimated to be between 0 inches and 3 inches. This settlement is expected to be differential in nature and will likely result in damage to proposed improvements founded above or within potentially liquefiable materials. Therefore, proposed improvements should be designed to resist the loads and deformations that could occur as a result of liquefaction-induced settlements.

Utilities to be installed along the alignment should be designed to be flexible and capable of tolerating differential settlements resulting from the design earthquake. Some utility repair may be required after the design earthquake because of liquefaction-induced settlement.

#### **4.1.4 Liquefaction Mitigation Measures**

Mitigation of the onset of liquefaction generally requires costly construction methods such as removal of the liquefiable soils or ground improvement. The initiation of liquefaction may result in some vertical settlement of the proposed improvements as a result of the design earthquake. These liquefaction-induced settlements may require some repair after the design earthquake but are not expected to result in a threat to life safety of the traveling public. Therefore, we do not recommend the implementation of liquefaction mitigation measures as part of this project.

## **4.2 ALIGNMENT SUBGRADE PREPARATION**

The Marysville sand member soil deposits underlying the project site are expected to provide adequate support for proposed improvements. Site preparation within project area should begin with the excavation of all existing materials to a depth sufficient to accommodate the proposed improvements and removal of all existing pavements, topsoil, and organics where encountered. We encountered approximately 6-inches of forest duff and a layer along the top of the Marysville sand deposit that had low SPT blow counts and scattered organics. This layer extended to a depth of about 2.5 to 3 feet below ground surface. We expect that the loosened soils and observed organics in this near surface layer are a result of the forested condition between proposed project station 16+00 and 33+50 and we expect that removal of the tree stumps and vegetation in this area will further disturb this near surface layer. In our experience, grubbing in forested areas results in 1.5 to 2 feet of disturbance and the requirement for removal of some of this disturbed soil and organic matter.

We recommend, at a minimum, grubbing the top 6-inches, and removing off-site. We expect that some areas of additional excavation and replacement and increased compaction effort applied to the native subbase layer will be required, as directed by the field engineer. The design team should consider including a bid item to account for possible over excavation and replacement, below the planned depth, where determined required. The exposed soils should be evaluated by an HWA geotechnical engineer or their representative.

### 4.3 GAS LINE CROSSING

Based on our understanding of the project alignment, the proposed roadway will cross the BP Olympic Pipeline at Station 24+50, shown on [Figure 2](#). We expect the design team will need to determine specific requirements necessary to prevent any damage to the pipeline during construction. More detailed recommendations will be provided as the design progresses.

### 4.4 PAVEMENT DESIGN

HWA understands that asphalt pavement is being considered for the proposed project alignment. Due to the proposed alignment being located in a heavily vegetated area, it is anticipated grubbing and excavation across the project site is required. Pavement recommendations presented in this report are based on subsurface exploration data, traffic data provided by City of Arlington, and experience with similar conditions on similar sites.

### 4.5 HOT MIX ASPHALT PAVEMENT

For pavement consisting of Hot Mix Asphalt (HMA), HWA's analysis utilized the following estimated pavement subgrade parameters interpreted from laboratory analyses and experience in the general area of the project site with similar subgrade soils:

- Estimated subgrade Resilient Modulus (MR) – 15,000 pounds per square inch (psi)
- Reliability = 85 percent
- Standard Deviation = 0.5
- Initial Serviceability Index = 4.5
- Terminal Serviceability Index = 3.0
- Estimated Traffic Volume, 20-years = 11,300,000 Equivalent Single Axle Loads

[Table 3](#) provides a recommended pavement section for a 20-year design life, assuming the traffic loading inputs from City of Arlington. This pavement design is based on the design method given in the 1993 AASHTO Design Guide (AASHTO, 1993).

**Table 3:**  
**Structure Requirements for New HMA Pavement - 20-year Design Life**

Material Description	Minimum Layer Thickness
Hot Mix Asphalt	6 inches
Crushed Surfacing	9 inches

#### 4.5.1 Pavement Subgrade Preparation

Site preparation for pavement repair areas should begin with the excavation of all existing materials down to a depth sufficient to accommodate the proposed improvements, see [Section 4.2](#) for more details. Prior to placement of aggregate base, exposed soil subgrades should be compacted to a firm/dense and unyielding conditions, as determined by the project

geotechnical engineer or their representative. The exposed soils should be thoroughly compacted and evaluated by a geotechnical engineer or qualified earthworks inspector. If loose, pumping, or otherwise unsuitable soils are encountered at the bottom of the pavement section, they should be over-excavated as directed by the geotechnical engineer and backfilled using Crushed Surfacing Base Course (CSBC) per the recommendations in the following section.

#### 4.5.2 HMA Binder Selection

The selection of the optimum asphalt binder type for the climate is critical to ensure long-term pavement performance. Use of the wrong binder can result in low-temperature cracking or permanent deformation at high temperatures. Based on the climate in western Washington, asphalt binder should consist of Superpave Performance Grade binder PG 58H-22, per Section 5-04 of the 2026 Washington State Department of Transportation (WSDOT) *Standard Specifications for Road, Bridge, and Municipal Construction* (WSDOT, 2026).

#### 4.5.3 Placement of HMA

Placement of HMA should be in accordance with Section 5-04 of the 2026 WSDOT Standard Specifications. Particular attention should be paid to the following:

- HMA should not be placed until the engineer has accepted the previously constructed pavement layers.
- HMA should not be placed on any frozen or wet surface.
- HMA should not be placed when precipitation is anticipated before the pavement can be compacted, or before any other weather conditions that could prevent proper handling and compacting of HMA.
- HMA should not be placed when the average surface temperatures are less than 45° F.
- HMA temperature behind the paver should be in excess of 240° F. Compaction should be completed before the mix temperature drops below 180° F. Comprehensive temperature records should be kept during the HMA placement.
- For cold joints, tack coat should be applied to the edge to be joined, and the paver screen should be set to overlap the first mat by 1 to 2 inches.

#### 4.5.4 Pavement Drainage

It is essential to the satisfactory performance of the pavement that good drainage is provided to prevent water ponding alongside the pavement. Water ponding can cause saturation of the pavement and subgrade layers and can lead to premature failure. The base layers should be

graded to prevent water being trapped within the layer. The surface of the pavement should be sloped to convey water from the pavement to appropriate storm drainage facilities.

#### 4.6 LUMINAIRE FOUNDATIONS

We understand that the project will include the installation of new luminaire poles. We anticipate the pole foundations will be drilled shaft foundations and will be designed and constructed in accordance with 2024 WSDOT *Standard Plans* (WSDOT, 2024) for Luminaire Foundations as shown on Sheet J-28.30-04.

The soils encountered in the borehole explorations performed along the project alignment by HWA consisted of very loose to very dense. Table 17-2 of the WSDOT Geotechnical Design Manual (GDM) (WSDOT, 2022) provides allowable lateral bearing pressures based on Standard Penetration Test (SPT) Resistance N values (blows/foot). Based on the N values we recorded in the upper portion of our borehole explorations, we recommend an average allowable lateral bearing pressure of 1,500 psf, corresponding with a Type B foundation configuration.

##### 4.6.1 General Construction Considerations

While not encountered in any of our explorations, the contractor should anticipate and make allowance for potential obstructions during advancement of the shaft excavations. The shaft excavations for the proposed luminaire pole locations will extend through loose to medium dense soils for the various proposed locations along the project. The contractor should be prepared to case the shaft excavations. Should caving occur in shaft excavations, it may be necessary to recover ground loss through the immediate backfilling of the caved areas with controlled density fill (CDF), followed by re-drilling of the shaft(s) after the CDF has set sufficiently.

We recommend that the near surface soils within the vicinity of the proposed luminaires be compacted in accordance with [Section 4.8.2](#) and be verified by a representative of the geotechnical engineer.

Drilled shaft bottoms should be cleaned to the extent practical using appropriate methods. Minor ground water flows in the form of perched ground water may seep into shaft excavations throughout the project alignment. Where ground water seepage is encountered and standing water is present at the base of the excavation, concrete should be pumped directly to the base of the excavation rather than end-dumped from the surface, to facilitate displacement of the standing water.

#### 4.7 STORMWATER MANAGEMENT

##### 4.7.1 Infiltration Feasibility

The feasibility of using infiltration as part of the stormwater management for this site was evaluated in accordance with Chapter 3 of the 2008 City of Arlington *Design and Construction Standards and Specifications* (City of Arlington, 2008), which utilizes the 2019 Washington

State Department of Ecology *Stormwater Management Manual for Western Washington* (SWMMWW: Ecology, 2019) for design of infiltration systems.

Based on the subsurface soil and groundwater conditions observed along the Project alignment, we believe that the use of onsite infiltration as a means of stormwater management is feasible as long as adequate separation between the base of proposed facilities and the seasonal high groundwater table is maintained. The Marysville Sand recessional outwash soils along the alignment are granular in nature and possess infiltration potential. Based on groundwater measurements collected at time of drilling and from the water level transducer data, the seasonal high groundwater along the Project alignment should be assumed to be 12.8 feet bgs. Without conducting additional mounding analysis, the SWMMWW states that a separation of 5 feet must be maintained between the seasonal high groundwater level and the base of the proposed infiltration facilities (can be reduced to 3 feet if supported by mounding analysis). Therefore, infiltration into the Marysville Sand Recessional Outwash is feasible with a maximum base of infiltration facilities of 7.8 feet. If deeper infiltration facilities are required, HWA should be notified and mounding analysis will need to be completed.

#### 4.7.2 Infiltration Rate Calculations

Design infiltration rates for the Project alignment were determined using two methods presented in the 2019 SWMMWW. The two methods used were:

- Grain size distribution data, adopted from the WSDOT publication, *A Design Manual for Sizing Infiltration Ponds* (Massmann, 2003) – Locations HWA-1P through HWA-4
- Small-scale pilot infiltration testing (PIT) – Location PIT-1, described in [Section 2.2](#)

To obtain design infiltration rates ( $K_{sat_{design}}$ ), short-term rates must be reduced via correction factor ( $CF_T$ ). This correction factor accounts for Site variability ( $CF_v$ ), Test Method ( $CF_t$ ), and Degree of influent control to prevent siltation and bio-build-up ( $CF_m$ ).

$$CF_T = CF_v \times CF_t \times CF_m$$

The correction factors used are based on the recommendations from the 2019 *SWMMWW* and are summarized below:

- Test Method ( $CF_t$ )
  - 0.40 for the grain-size analysis method
  - 0.50 for small-scale PIT
- Variability ( $CF_v$ ) – 0.33 based on number of locations and site variability
- Clogging ( $CF_m$ ) – 0.9 for degree of influent control to prevent siltation and bio-buildup.

Calculation of the design infiltration rate ( $K_{sat_{design}}$ ) can then be completed using the following equation:

$$K_{sat_{design}} = K_{sat_{initial}} \times CF_T$$

## Grain Size Analysis

Grain size analysis was conducted on samples collected at a depth of 5 and 7.5 feet below ground surface at each boring along the Project alignment. Results of the grain size analysis and associated infiltration rates are shown below in [Table 4](#).

**Table 4:**  
**Results of Preliminary Grain Size Screening**

Boring		HWA-1P	HWA-1P	HWA-2	HWA-2	HWA-3P	HWA-3P	HWA-4	HWA-4
Depth	ft	5	7.5	5	7.5	5	7.5	5	7.5
USCS Classification		SP	SP	SP	SP	SP	SP	SP	SP
CF <sub>t</sub> <sup>1</sup>		0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
CF <sub>v</sub> <sup>2</sup>		0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33
CF <sub>m</sub> <sup>3</sup>		0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9
Correction Factor		0.1188	0.1188	0.1188	0.1188	0.1188	0.1188	0.1188	0.1188
K <sub>sat</sub>	in/hr	67.92	61.90	63.19	58.25	56.15	61.86	65.97	68.96
	cm/s	0.048	0.044	0.045	0.041	0.040	0.044	0.047	0.049
K <sub>des</sub>	in/hr	8.07	<b>7.35</b>	7.50	<b>6.92</b>	<b>6.67</b>	7.35	<b>7.84</b>	8.19
D <sub>10</sub>	mm	0.1785	0.2139	0.1553	0.1994	0.14	0.145	0.18	0.18
D <sub>60</sub>	mm	0.59	2	0.42	2.32	0.39	0.38	0.38	0.41
D <sub>90</sub>	mm	1.1	10.2	0.9	10	0.8	0.68	0.61	1.4
f <sub>finer</sub>	%	4	4.2	3.4	4.8	4.5	3	4.9	3.5

**Notes:** <sup>1</sup> Testing: Uncertainty of Test Method  
<sup>2</sup> Variability: Site Variability and Number of Locations Tested Factor  
<sup>3</sup> Clogging: Degree of Influent control to prevent siltation and bio-buildup  
**BOLD** – Limiting infiltration rate at each boring

Based on grainsize methodology, the limiting infiltration rate for the Project alignment is 6.6 inches per hour.

## Pilot Infiltration Test (PIT)

HWA conducted one PIT at the east end of the project alignment at a depth of approximately 4 feet bgs. The PIT resulted in a measured (unfactored) infiltration rate of 54.71 inches per hour. Using SWMMWW recommended correction factors, the factored design infiltration rate associated with the PIT was 8.0 inches per hour. This factored rate closely matches factored rate obtained through grain size analysis of soil samples collected near the PIT test.

### 4.7.3 Design Infiltration Rates

Based on the results of the grainsize analysis and PIT, using the procedures detailed above, HWA recommends the final design (long-term) infiltration rate of 6.6 inches per hour be used for design of infiltration facilities along the Project alignment. The rate represents the lowest calculated rate along the corridor and is high enough to support infiltration facility design. It should be noted that the above method for estimating infiltration rates assumes minimal compaction consistent with the use of tracked (i.e., low to moderate ground pressure) excavation equipment. If the soil layer being characterized has been exposed to heavy compaction, the hydraulic conductivity for the soil could be approximately an order of magnitude less than the estimates shown above.

## 4.8 GENERAL EARTHWORK

### 4.8.1 Structural Fill

Structural fill should consist of clean, free-draining, granular soils free from organic matter or other deleterious materials. Such materials should be less than 4 inches in maximum particle dimension, with less than 7 percent fines (portion passing the U.S. Standard No. 200 sieve), as specified for “Gravel Borrow” in Section 9-03.14(1) of the WSDOT *Standard Specifications* (WSDOT, 2026). The fine-grained portion of structural fill soils should be non-plastic. Fill material having a fines content greater than 7 percent may be acceptable for structural fill if the earthwork is performed during relatively dry weather and the contractor’s methods achieve proper compaction of the soil. Material with a fines content greater than 7 percent should be approved by the project engineer prior to use. In general, the Marysville sand soils are expected to be suitable for reuse as structural fill. However, portions of the native soils may contain high fines contents and be moisture sensitive during periods of wet weather. If proper moisture conditioning cannot be completed, imported structural fill should be used.

### 4.8.2 Compaction

Structural fill soils should be moisture conditioned and compacted to a dense and unyielding condition and to the requirements specified in Section 2-03.3(14)C, Method C, of the 2026 WSDOT Standard Specifications; except the standard of compaction achieved should not be less than 95% of the maximum dry density (MDD) determined for the fill materials by test method ASTM D 1557 (Modified Proctor). Structural fill should be placed and compacted in loose, horizontal lifts of not more than 8 inches in thickness. Subgrade compaction in roadbed areas should conform to the requirements of Section 2-06.3(1) of the 2024 WSDOT Standard Specifications.

At the time of placement, the moisture content of structural fill should be at or near optimum. Achievement of proper density of a compacted fill depends on the size and type of compaction equipment, the number of passes, thickness of the layer being compacted, and soil moisture-density properties. In areas where limited space restricts the use of heavy equipment, smaller equipment can be used, but the soil must be placed in thin enough layers and at the proper

moisture content to achieve the required relative compaction. Generally, loosely compacted soils result from poor construction techniques and/or improper soil moisture content. Soils with high fines contents are particularly susceptible to becoming too wet and coarse-grained materials easily become too dry for proper compaction.

#### **4.8.3 Temporary Excavations**

We expect that excavations completed onsite can be accomplished with conventional excavating equipment such as trackhoes. Maintenance of safe working conditions, including temporary excavation stability, is the responsibility of the contractor. In accordance with Part N of Washington Administrative Code (WAC) 296-155, latest revisions, all temporary cuts in excess of 4 feet in height must be either sloped or shored prior to entry by personnel.

Marysville Sand Member is generally classified as a Type C Soil per WAC 296-155. Where no temporary shoring is used, excavations in Type C Soil should be sloped no steeper than 1.5H:1V (horizontal:vertical). Flatter slopes will be required where ground water seepage exists.

The contractor should be responsible for control of ground and surface water and should employ sloping, slope protection, ditching, sumps, dewatering, and other measures as necessary to prevent sloughing of soils.

#### **4.8.4 Wet Weather Earthwork**

Subgrade preparation along the alignment should be completed in the dry summer months. Attempting to complete subgrade preparation outside of the dry season is expected to result in costly subgrade improvements beyond the recommendations provided in this report. General recommendations relative to earthwork performed during wet weather or in wet conditions are presented below. These recommendations should be incorporated into the contract specifications.

- Earthwork should be performed in small areas to minimize exposure to wet weather. Excavation of unsuitable and/or softened soil should be followed promptly by placement and compaction of clean structural fill. The size and type of construction equipment used may need to be limited to prevent soil disturbance.
- Any backfill material, including but not limited to Gravel Borrow as specified in Section 9-03.14(1) of the 2026 WSDOT Standard Specifications and/or CSBC as specified in Section 9-03.9(3) of the 2026 WSDOT Standard Specifications, used as excavation backfill in wet weather should consist of clean granular soil with less than 5 percent passing the U.S. No. 200 sieve, based on wet sieving the fraction passing the ¾-inch sieve. The fines should be non-plastic. It should be noted this is an additional restriction on the structural fill materials specified.

- The ground surface within the construction area should be graded to promote surface water run-off and to prevent ponding.
- Within the construction area, the ground surface should be sealed on completion of each shift by a smooth drum vibratory roller, or equivalent, and under no circumstances should soil be left uncompacted and exposed to moisture infiltration.
- Temporary slopes and material stockpiles should be protected from the elements by covering with plastic sheeting or similar means. Sheeting sections should overlap by at least 12 inches and be tightly secured with sandbags, tires, staking, or other means to prevent wind from exposing the soils under the sheeting.
- Bales of straw combined with other best management practices, such as geotextile silt fences, should be strategically located to control erosion and minimize movement of soil.

#### **4.9 DECOMMISSIONING OF MONITORING WELLS**

Decommissioning of the monitoring wells installed as part of this project may be performed at any time during construction; however, it may be beneficial to the contractor to leave the wells installed until completion of construction, if practical. The decommissioning should be performed in accordance with the requirements of Washington Administrative Code (WAC) 173-160-460 (2)(a), which specifies that the well shall be decommissioned by filling from bottom to top with bentonite, bentonite slurry, neat cement grout, or neat cement. WAC 173-160-460 (2)(a) also specifies that the well decommissioning shall be performed by a licensed well driller.

#### **5.0 CONDITIONS AND LIMITATIONS**

We have prepared this report for use by SCJ Alliance and City of Arlington for use in the design of this project. This report should be provided in its entirety to prospective contractors for bidding and estimating purposes; however, the conclusions and interpretations presented herein should not be construed as a warranty of the subsurface conditions. Experience has shown that soil and groundwater conditions can vary significantly over small distances. Inconsistent conditions can occur between explorations that may not be detected by a geotechnical study. If, during future site operations, subsurface conditions are encountered which vary appreciably from those described herein, HWA should be notified for review of the recommendations of this report, and revision of such if necessary. If there is a substantial lapse of time between submission of this report and the start of construction, or if conditions change due to construction operations at or adjacent to the project site, it is recommended that this report be reviewed to determine the applicability of the conclusions and recommendations considering the changed conditions and time lapse.

September 12, 2025  
HWA Project No. 2023-190-21

**DRAFT**

We recommend that HWA be retained to review the plans and specifications to verify that our recommendations have been interpreted and implemented as intended. Sufficient geotechnical monitoring, testing, and consultation should be provided during construction to confirm that the conditions encountered are consistent with those indicated by the explorations, to provide recommendations for design changes should conditions revealed during construction differ from those anticipated, and to verify that the geotechnical aspects of construction comply with the contract plans and specifications.

Within the limitations of scope, schedule and budget, HWA attempted to execute these services in accordance with generally accepted professional principles and practices in the fields of geotechnical engineering and engineering geology at the time the report was prepared. No warranty, express or implied, is made. The scope of our work did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous or toxic substances in the soil, surface water, or groundwater at this site.

HWA does not practice or consult in the field of safety engineering. We do not direct the contractor's operations and cannot be responsible for the safety of personnel other than our own on the site. As such, the safety of others is the responsibility of the contractor. The contractor should notify the owner if he considers any of the recommended actions presented herein unsafe.



We appreciate this opportunity to be of service.

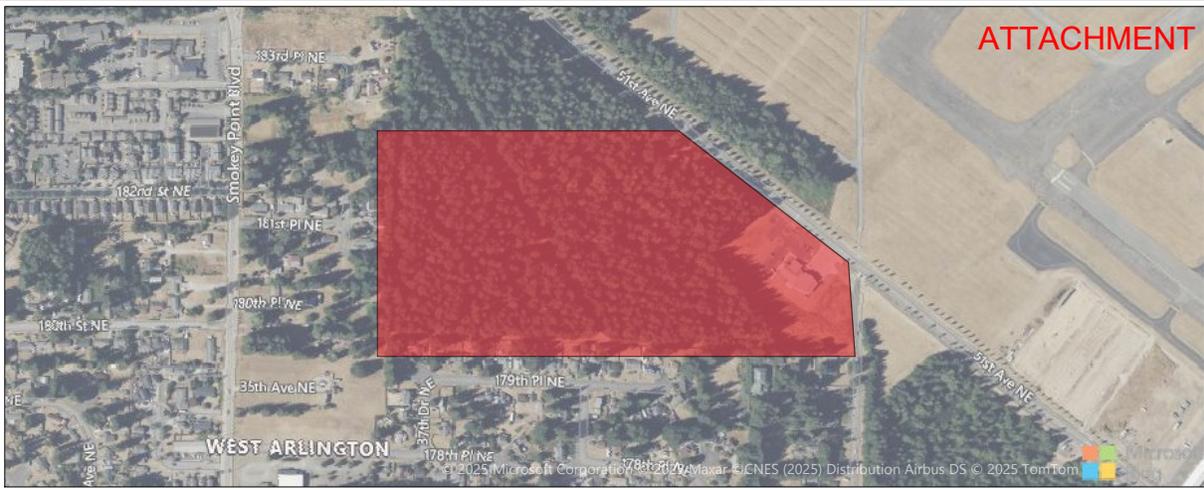
Sincerely,

Donald J. Huling, P.E.  
Principal Geotechnical Engineer

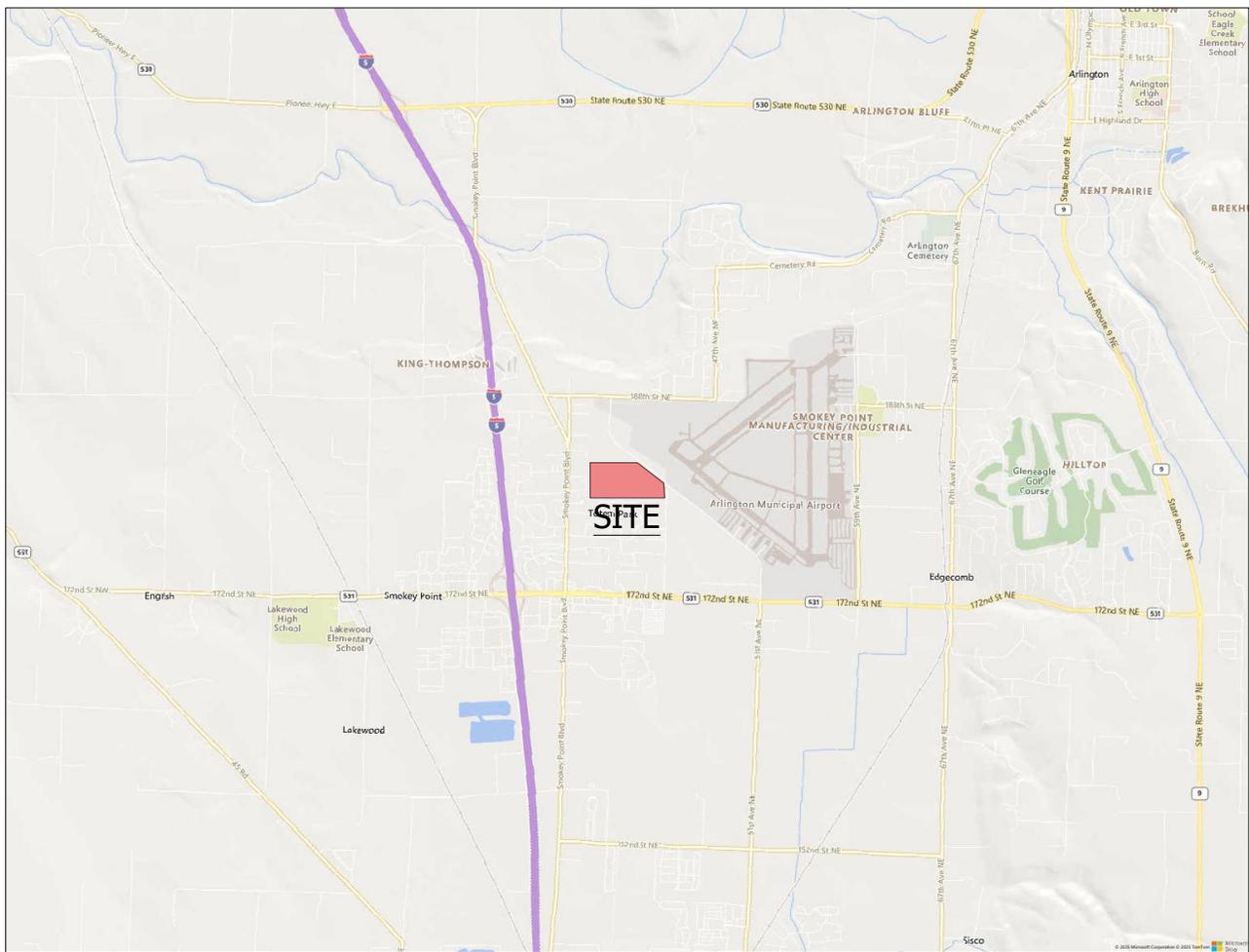
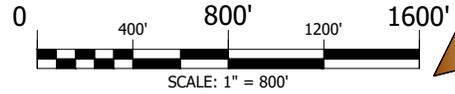
Shelby Cutter, EIT  
Engineer in Training

## 6.0 REFERENCES

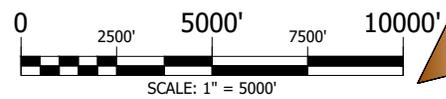
- American Association of State Highway and Transportation Officials (AASHTO), 1993, *AASHTO Guide for Design of Pavement Structures*, Washington, DC.
- American Association of State Highway and Transportation Officials, 2023, *AASHTO Guide Specifications for LRFD Seismic Bridge Design*, 3<sup>rd</sup> edition, American Association of State Highway and Transportation Officials. Washington, DC.
- American Society of Civil Engineers (ASCE) 7-22, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.
- City of Arlington, 2008, *Design and Construction Standards and Specifications*, July 2008.
- HWA Geosciences, Inc., 2021, *Draft Geotechnical Report, Smokey Point Boulevard Improvements, Arlington, Washington*, prepared for Perteet, Inc. on November 12, 2021
- Massmann, J.W., 2003, *A Design Manual for Sizing Infiltration Ponds*, Washington State Department of Transportation.
- Materials Testing & Consulting, Inc. (MTC)., 2020, *Geotechnical Investigation and Engineering Report, City of Arlington Airport Boulevard Public Safety Facility Development, Arlington, Washington*, prepared for Carletti Architects on February 24, 2020.
- Minard, J.P., 1985. *The Geologic Map of the Arlington West 7.5-Minute Quadrangle, Snohomish County, Washington*, Washington State Department of Natural Resources, Washington Miscellaneous Field Studies Map Series 1740, Scale 1:24,000.
- Washington State Department of Ecology (Ecology), 2019, *Stormwater Management Manual for Western Washington*, July 2019.
- Washington State Department of Transportation (WSDOT), 2022, *Geotechnical Design Manual*, M46-03.16
- WSDOT, 2024, *Standard Plans*, Washington State Department of Transportation.
- WSDOT, 2025, *Bridge Design Manual (LRFD)*, Washington State Department of Transportation.
- WSDOT, 2026, *Standard Specifications for Road, Bridge, and Municipal Construction, 2026*, M 41-10



SITE MAP



VICINITY MAP





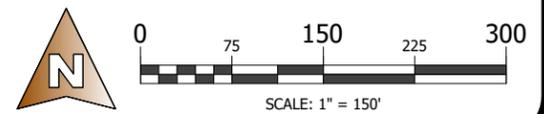
**EXPLORATION LEGEND**

- HWA-1P-25  BOREHOLE DESIGNATION AND APPROXIMATE LOCATION (HWA, 2025)
- PIT-1-25  LARGE SCALE PILOT INFILTRATION TEST PIT DESIGNATION AND APPROXIMATE LOCATION (HWA, 2025)
- BH-5  BOREHOLE DESIGNATION AND APPROXIMATE LOCATION (HWA, 2020)
- KDCP-1  KESSLER DYNAMIC CONE PENETROMETER DESIGNATION AND APPROXIMATE LOCATION (MTC, 2020)
- TP-7  TEST PIT DESIGNATION AND APPROXIMATE LOCATION (MTC, 2020)
- DCP-3  DYNAMIC CONE PENETROMETER DESIGNATION AND APPROXIMATE LOCATION (MTC, 2020)

**180TH CONNECTOR**  
Scale: 1" = 150'-0"

**AERIAL IMAGERY REFERENCE IS APPROXIMATE AND MAY APPEAR OFFSET FROM SURVEYED DATA AND BASEMAPS.**

 PROPOSED ALIGNMENT

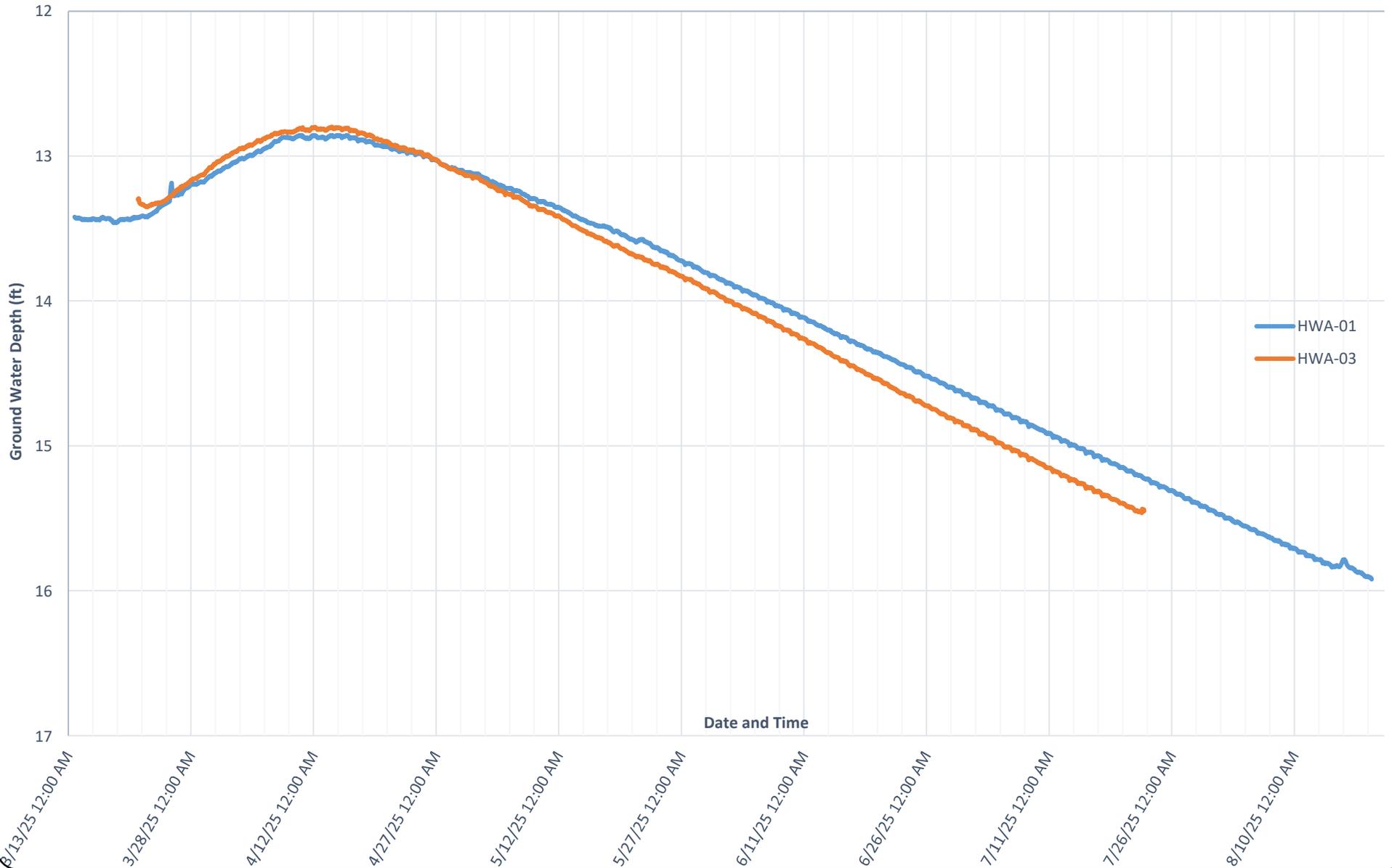


180TH CONNECTOR  
ARLINGTON, WASHINGTON

SITE AND  
EXPLORATION PLAN

DRAWN BY:	FIGURE NO.:
CF	2
CHECK BY:	PROJECT NO.:
SKC/DJH	2023-190-21

### HWA-1P and HWA-3P Ground Water Depth Below Ground Surface



HWA-1P AND HWA-3P WATER LEVEL DATA

FIGURE NO.

**3**

PROJECT NO.

2023-190-21



HWA GEOSCIENCES INC.

180th Street Connector  
Arlington, Washington

**APPENDIX A**

**FIELD EXPLORATIONS**

**RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE**

COHESIONLESS SOILS			COHESIVE SOILS		
Density	N (blows/ft)	Approximate Relative Density(%)	Consistency	N (blows/ft)	Approximate Undrained Shear Strength (psf)
Very Loose	0 to 4	0 - 15	Very Soft	0 to 2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Medium Dense	10 to 30	35 - 65	Medium Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	over 50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	over 30	>4000

**USCS SOIL CLASSIFICATION SYSTEM**

MAJOR DIVISIONS			GROUP DESCRIPTIONS		
Coarse Grained Soils	Gravel and Gravelly Soils	Clean Gravel (little or no fines)		GW Well-graded GRAVEL	
		Gravel with Fines (appreciable amount of fines)		GP Poorly-graded GRAVEL	
		Gravel with Fines (appreciable amount of fines)		GM Silty GRAVEL	
	Sand and Sandy Soils	Clean Sand (little or no fines)	Clean Sand (little or no fines)		SW Well-graded SAND
			Sand with Fines (appreciable amount of fines)		SP Poorly-graded SAND
		50% or More of Coarse Fraction Passing No. 4 Sieve	Sand with Fines (appreciable amount of fines)		SM Silty SAND
Fine Grained Soils	Silt and Clay	Liquid Limit Less than 50%		ML SILT	
		Liquid Limit Less than 50%		CL Lean CLAY	
		Liquid Limit Less than 50%		OL Organic SILT/Organic CLAY	
	50% or More Passing No. 200 Sieve Size	Silt and Clay	Liquid Limit 50% or More		MH Elastic SILT
			Liquid Limit 50% or More		CH Fat CLAY
			Liquid Limit 50% or More		OH Organic SILT/Organic CLAY
Highly Organic Soils				PT PEAT	

- %F Percent Fines
- AL Atterberg Limits: PL = Plastic Limit, LL = Liquid Limit
- CBR California Bearing Ratio
- CN Consolidation
- DD Dry Density (pcf)
- DS Direct Shear
- GS Grain Size Distribution
- K Permeability
- MD Moisture/Density Relationship (Proctor)
- MR Resilient Modulus
- OC Organic Content
- pH pH of Soils
- PID Photoionization Device Reading
- PP Pocket Penetrometer (Approx. Comp. Strength, tsf)
- Res. Resistivity
- SG Specific Gravity
- CD Consolidated Drained Triaxial
- CU Consolidated Undrained Triaxial
- UU Unconsolidated Undrained Triaxial
- TV Torvane (Approx. Shear Strength, tsf)
- UC Unconfined Compression

**SAMPLE TYPE SYMBOLS**

- 2.0" OD Split Spoon (SPT) (140 lb. hammer with 30 in. drop)
- Shelby Tube
- Non-standard Penetration Test (3.0" OD Split Spoon with Brass Rings)
- Small Bag Sample
- Large Bag (Bulk) Sample
- Core Run
- 3-1/4" OD Split Spoon

**GROUNDWATER SYMBOLS**

- Groundwater Level (measured at time of drilling)
- Groundwater Level (measured in well or open hole after water level stabilized)

**COMPONENT DEFINITIONS**

COMPONENT	SIZE RANGE
Boulders	Larger than 12 in
Cobbles	3 in to 12 in
Gravel	3 in to No 4 (4.5mm)
Coarse gravel	3 in to 3/4 in
Fine gravel	3/4 in to No 4 (4.5mm)
Sand	No. 4 (4.5 mm) to No. 200 (0.074 mm)
Coarse sand	No. 4 (4.5 mm) to No. 10 (2.0 mm)
Medium sand	No. 10 (2.0 mm) to No. 40 (0.42 mm)
Fine sand	No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and Clay	Smaller than No. 200 (0.074mm)

**COMPONENT PROPORTIONS**

PROPORTION RANGE	DESCRIPTIVE TERMS
< 5%	Clean
5 - 12%	Slightly (Clayey, Silty, Sandy)
12 - 30%	Clayey, Silty, Sandy, Gravelly
30 - 50%	Very (Clayey, Silty, Sandy, Gravelly)
Components are arranged in order of increasing quantities.	

NOTES: Soil classifications presented on exploration logs are based on visual and laboratory observation. Soil descriptions are presented in the following general order:

*Density/consistency, color, modifier (if any) GROUP NAME, additions to group name (if any), moisture content. Proportion, gradation, and angularity of constituents, additional comments. (GEOLOGIC INTERPRETATION)*

Please refer to the discussion in the report text as well as the exploration logs for a more complete description of subsurface conditions.

**MOISTURE CONTENT**

DRY	Absence of moisture, dusty, dry to the touch.
MOIST	Damp but no visible water.
WET	Visible free water, usually soil is below water table.

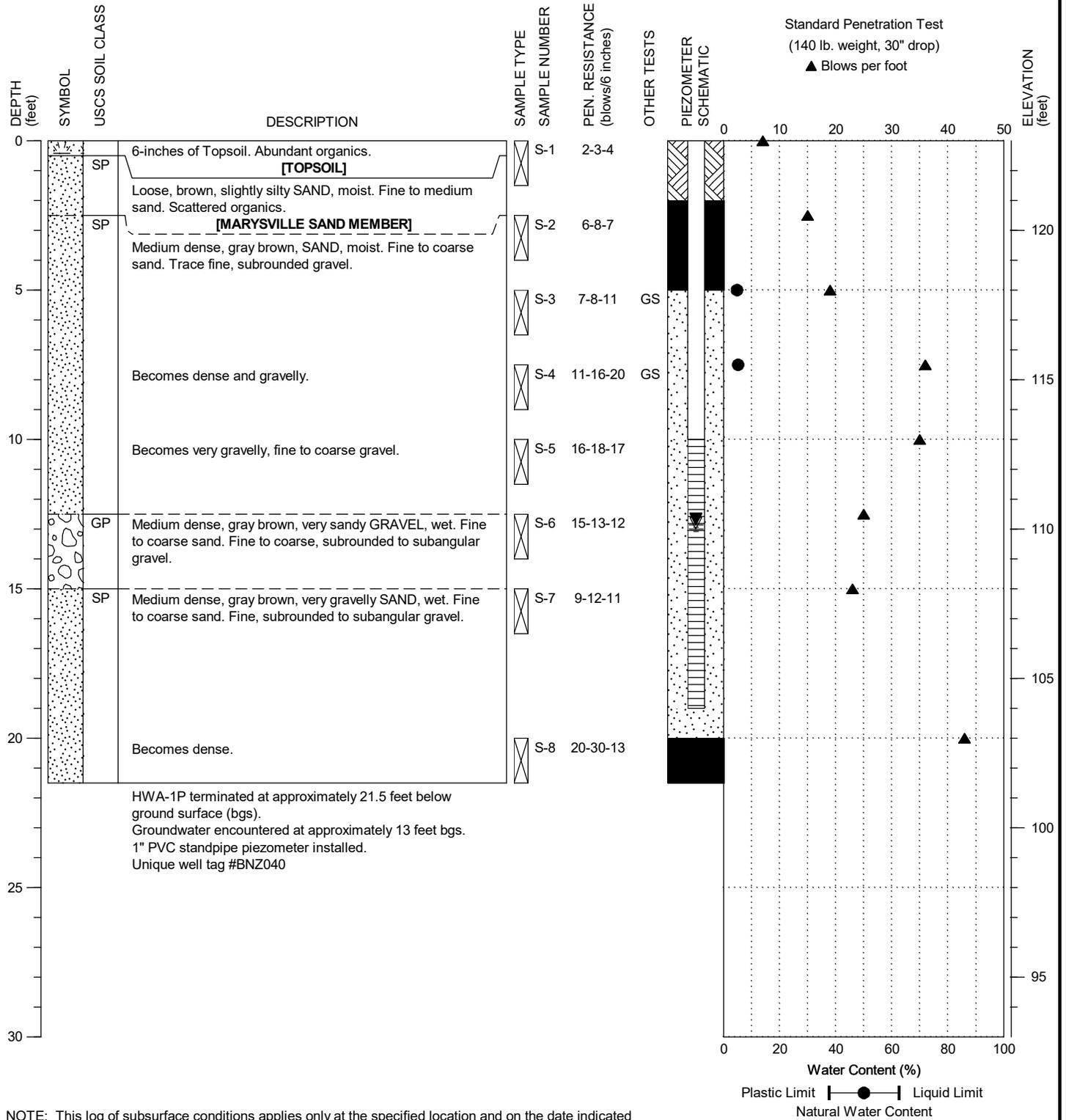


180th Street Connector  
Arlington, Washington

**LEGEND OF TERMS AND  
SYMBOLS USED ON  
EXPLORATION LOGS**

DRILLING COMPANY: Geologic Drill Partners  
 DRILLING METHOD: Mini Bobcat Track Rig  
 SAMPLING METHOD: Rope and Cathead  
 LOCATION: See Figure 2

DATE STARTED: 3/15/2025  
 DATE COMPLETED: 3/13/2025  
 LOGGED BY: SKC  
 SURFACE ELEVATION: 123.0 ± feet



180th Street Connector  
 Arlington, Washington

BORING:  
 HWA-1P

PAGE: 1 of 1

GEOSCIENCES INC.

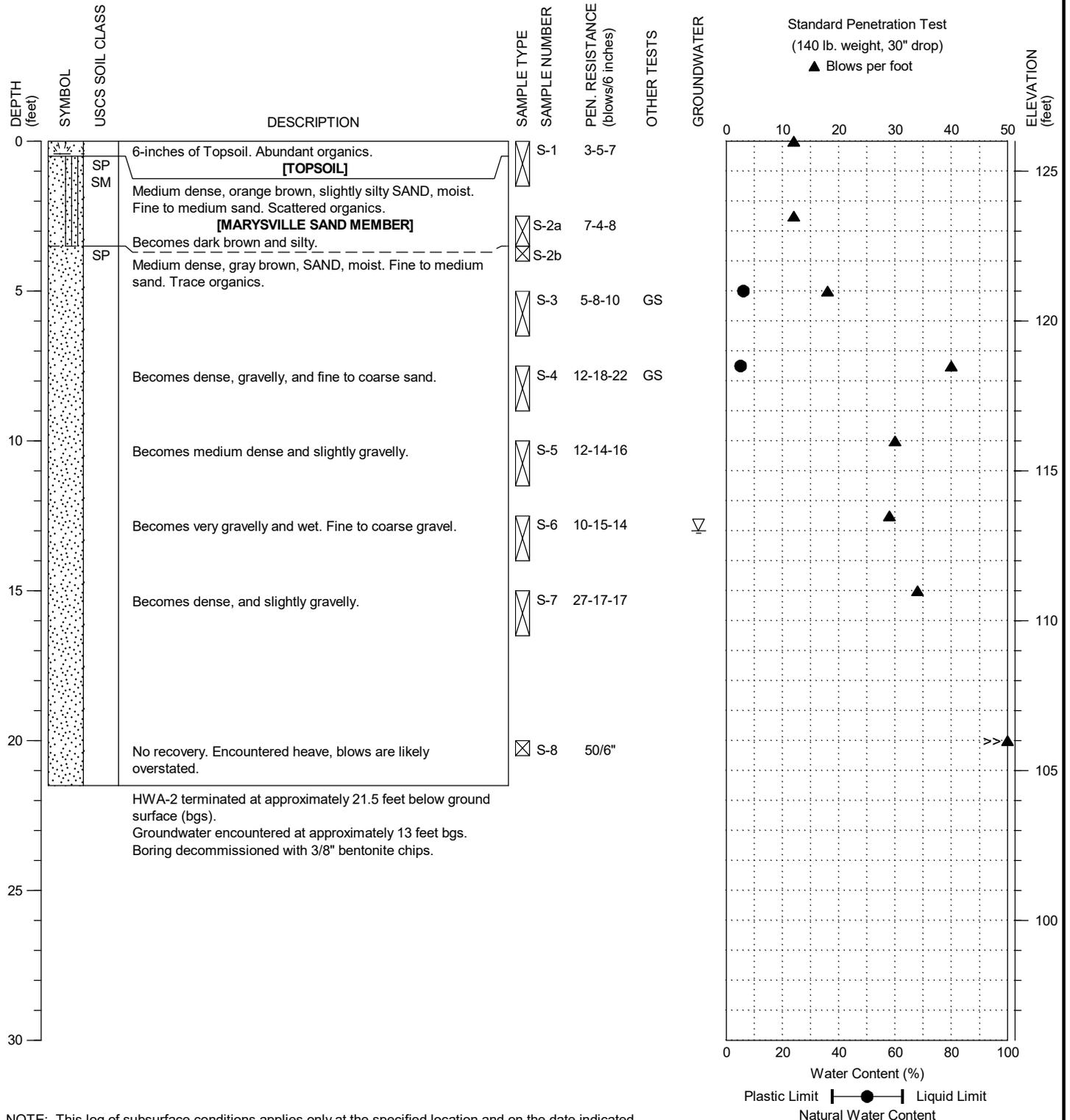
PROJECT NO.: 2023-190-21

FIGURE:

A-2

DRILLING COMPANY: Geologic Drill Partners  
 DRILLING METHOD: Mini Bobcat Track Rig  
 SAMPLING METHOD: Rope and Cathead  
 LOCATION: See Figure 2

DATE STARTED: 3/15/2025  
 DATE COMPLETED: 3/13/2025  
 LOGGED BY: SKC  
 SURFACE ELEVATION: 126.0 ± feet



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.



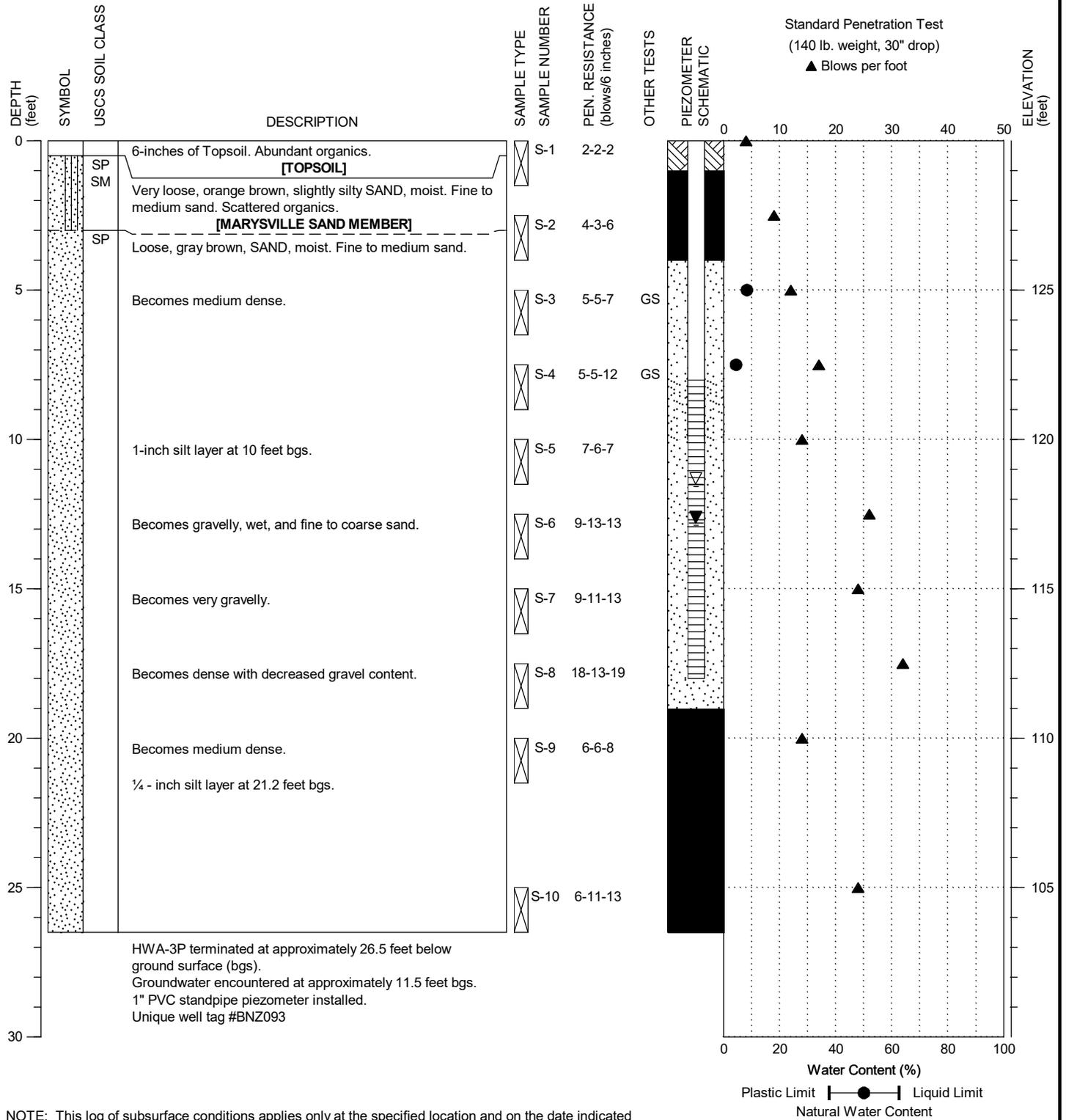
180th Street Connector  
 Arlington, Washington

BORING:  
 HWA-2

PAGE: 1 of 1

DRILLING COMPANY: Geologic Drill Partners  
 DRILLING METHOD: Mini Bobcat Track Rig  
 SAMPLING METHOD: Rope and Cathead  
 LOCATION: See Figure 2

DATE STARTED: 3/21/2025  
 DATE COMPLETED: 3/21/2025  
 LOGGED BY: SKC  
 SURFACE ELEVATION: 130.0 ± feet



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.



180th Street Connector  
 Arlington, Washington

BORING:  
 HWA-3P

PAGE: 1 of 1

GEOSCIENCES INC.

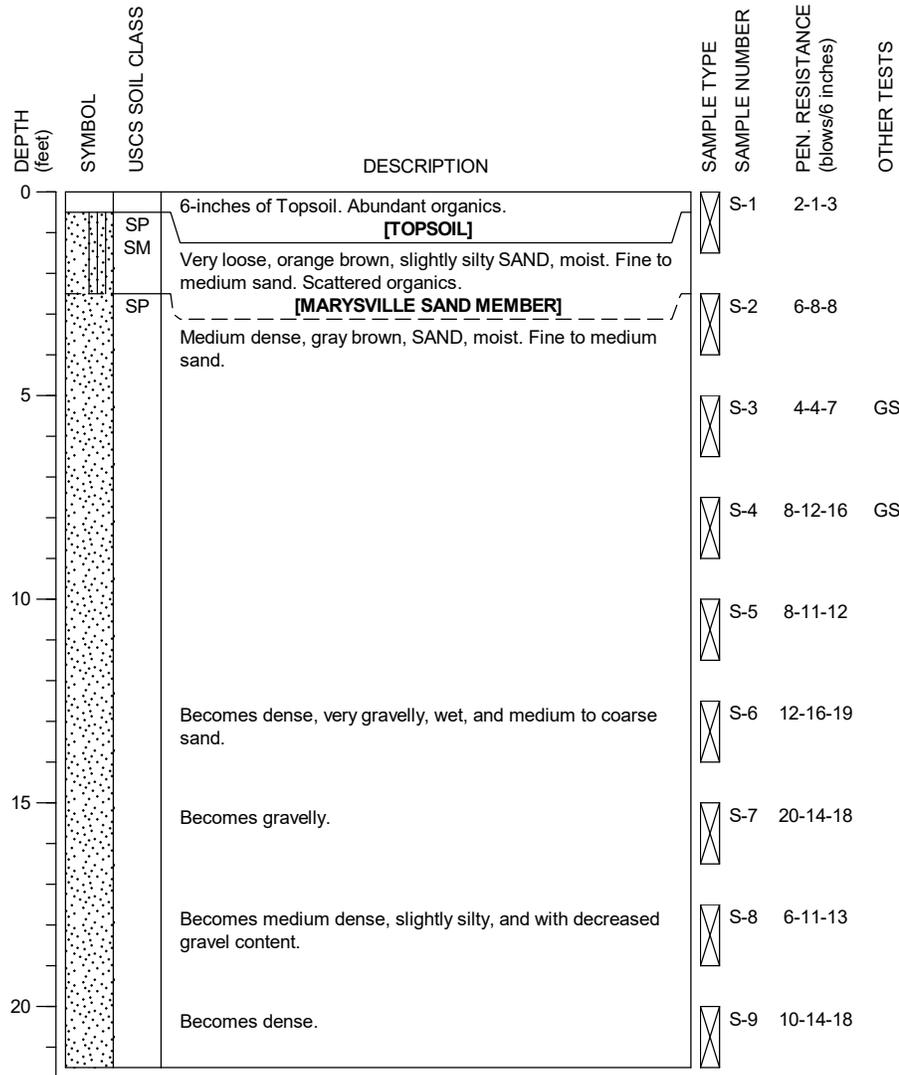
PROJECT NO.: 2023-190-21

FIGURE:

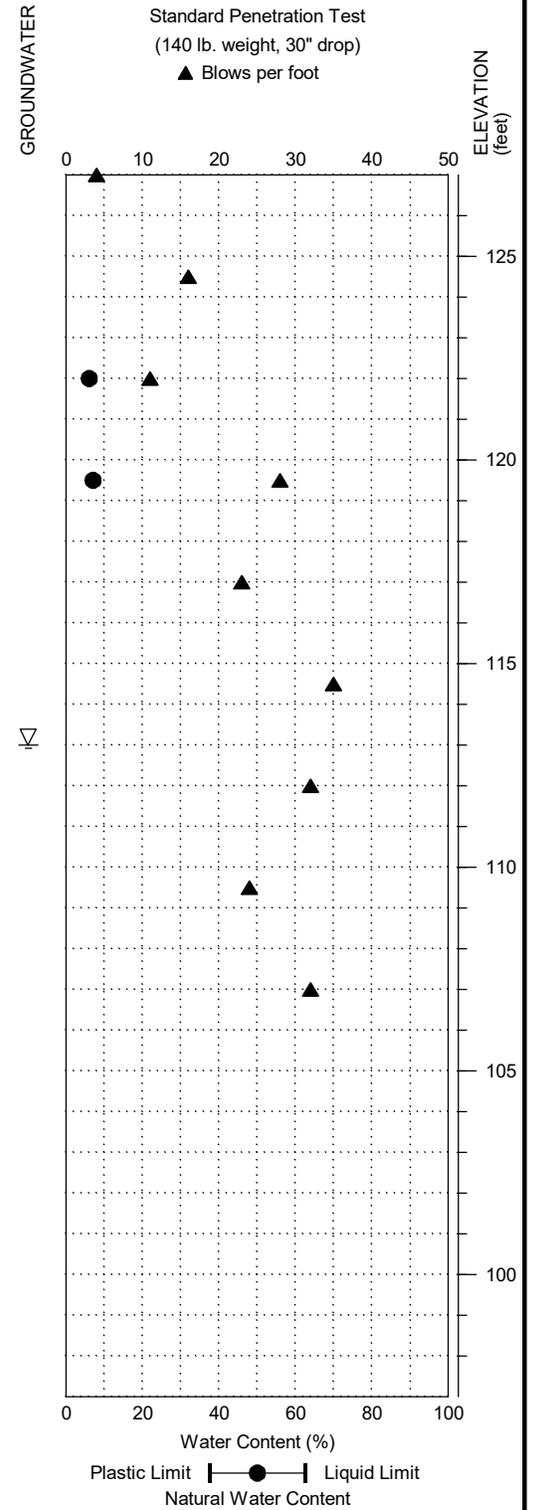
A-4

DRILLING COMPANY: Geologic Drill Partners  
 DRILLING METHOD: Mini Bobcat Track Rig  
 SAMPLING METHOD: Rope and Cathead  
 LOCATION: See Figure 2

DATE STARTED: 3/21/2025  
 DATE COMPLETED: 3/21/2025  
 LOGGED BY: SKC  
 SURFACE ELEVATION: 127.0 ± feet



HWA-4 terminated at approximately 21.5 feet below ground surface (bgs).  
 Groundwater encountered at approximately 14 feet bgs.  
 Boring decommissioned with 3/8" bentonite chips.



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.



180th Street Connector  
 Arlington, Washington

BORING:  
 HWA-4

PAGE: 1 of 1

EXCAVATION COMPANY: Northwest Excavation  
 EXCAVATING EQUIPMENT: Bobcat E60  
 SURFACE ELEVATION: 123±feet

LOCATION: See Figure 2  
 DATE COMPLETED: 3/25/25  
 LOGGED BY: SKC

DEPTH (feet)	SYMBOL	USCS SOIL CLASS	DESCRIPTION	SAMPLE TYPE	SAMPLE NUMBER	MOISTURE CONTENT (%)	OTHER TESTS
0			6-inches of Topsoil. Abundant organics. <b>[TOPSOIL]</b>				
	SP SM		Orange brown, slightly silty SAND, moist. Fine to medium sand. Scattered organics. <b>[MARYSVILLE SAND MEMBER]</b> Becomes gray brown with no organics.				
	GP		Gray brown, sandy GRAVEL, moist. Fine to coarse sand. Fine to coarse, subrounded gravel. Imbricated gravel.				
	SP		Gray brown, slightly gravelly SAND, moist. Fine to medium sand.				
				S-1	5		GS
				S-2	8		GS
5			PIT-1 terminated at approximately 4.5 feet below ground surface (bgs). No groundwater encountered in exploration.				

TEST PIT PHOTO



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.

SOUTHEAST



180th Street Connector  
 Arlington, Washington

LOG OF TEST PIT  
 PIT-1

PAGE: 1 of 1

PROJECT NO.: 2023-190-21 FIGURE: A-6

**APPENDIX B**

**LABORATORY RESULTS**

## APPENDIX B

### LABORATORY PROGRAM

Representative soil samples obtained from our explorations were placed in plastic bags to prevent loss of moisture and transported to our Bothell, Washington, laboratory for further examination and testing. Laboratory tests were conducted on selected soil samples to characterize relevant engineering and index properties of the site soils. Laboratory testing was conducted as described below: A Summary of Material Properties is provided on [Figures B-1 and B-2](#).

**MOISTURE CONTENT:** Selected samples were tested in general accordance with method ASTM D 2974, using moisture content method 'A' (oven dried at 105<sup>0</sup> C). The test results are presented on the attached Summary of Material Properties, [Figures B-1 and B-2](#). The results are percent by weight of dry soil.

**PARTICLE SIZE ANALYSIS OF SOILS:** Selected samples were tested to determine the particle (grain) size distribution of material in general accordance with ASTM D6913 and D7928. The results are summarized on the attached Particle Size Analysis of Soils report, [Figures B-3 through B-6](#), which also provides information regarding the classification of the sample, and the moisture content at the time of testing.

EXPLORATION DESIGNATION	TOP DEPTH (feet)	BOTTOM DEPTH (feet)	MOISTURE CONTENT (%)	ORGANIC CONTENT (%)	SPECIFIC GRAVITY	ATTERBERG LIMITS (%)			% GRAVEL	% SAND	% FINES	ASTM SOIL CLASSIFICATION	SAMPLE DESCRIPTION
						LL	PL	PI					
HWA-1P,S-1	0.0	1.5											
HWA-1P,S-2	2.5	4.0											
HWA-1P,S-3	5.0	6.5	4.7					3.1	92.9	4.0	SP	Light olive-brown, poorly graded SAND	
HWA-1P,S-4	7.5	9.0	5.1					24.8	70.6	4.5	SP	Light olive-brown, poorly graded SAND with gravel	
HWA-1P,S-5	10.0	11.5											
HWA-1P,S-6	12.5	14.0											
HWA-1P,S-7	15.0	16.5											
HWA-1P,S-8	20.0	21.5											
HWA-2,S-1	0.0	1.5											
HWA-2,S-2a	2.5	3.5											
HWA-2,S-2b	3.5	4.0											
HWA-2,S-3	5.0	6.5	5.8					1.0	95.6	3.4	SP	Light olive-brown, poorly graded SAND	
HWA-2,S-4	7.5	9.0	4.5					27.7	67.5	4.8	SP	Olive-brown, poorly graded SAND with gravel	
HWA-2,S-5	10.0	11.5											
HWA-2,S-6	12.5	14.0											
HWA-2,S-7	15.0	16.5											
HWA-2,S-8	20.0	20.5											
HWA-3P,S-1	0.0	1.5											
HWA-3P,S-2	2.5	4.0											
HWA-3P,S-3	5.0	6.5	8.2					1.8	93.7	4.5	SP	Light olive-brown, poorly graded SAND	

Notes: 1. This table summarizes information presented elsewhere in the report and should be used in conjunction with the report test, other graphs and tables, and the exploration logs.  
2. The soil classifications in this table are based on ASTM D2487 and D2488 as applicable.



GEO SCIENCES INC.

180th Street Connector  
Arlington, Washington

SUMMARY OF  
MATERIAL PROPERTIES

PAGE: 1 of 2

PROJECT NO.: 2023-190-21

FIGURE: B-1

EXPLORATION DESIGNATION	TOP DEPTH (feet)	BOTTOM DEPTH (feet)	MOISTURE CONTENT (%)	ORGANIC CONTENT (%)	SPECIFIC GRAVITY	ATTERBERG LIMITS (%)			% GRAVEL	% SAND	% FINES	ASTM SOIL CLASSIFICATION	SAMPLE DESCRIPTION
						LL	PL	PI					
HWA-3P,S-4	7.5	9.0	4.4						0.9	96.0	3.0	SP	Grayish-brown, poorly graded SAND
HWA-3P,S-5	10.0	11.5											
HWA-3P,S-6	12.5	14.0											
HWA-3P,S-7	15.0	16.5											
HWA-3P,S-8	17.5	19.0											
HWA-3P,S-9	20.0	21.5											
HWA-3P,S-10	25.0	26.5											
HWA-4,S-1	0.0	1.5											
HWA-4,S-2	2.5	4.0											
HWA-4,S-3	5.0	6.5	6.2						1.3	93.9	4.8	SP	Light olive-brown, poorly graded SAND
HWA-4,S-4	7.5	9.0	6.7						5.6	90.9	3.5	SP	Light olive-brown, poorly graded SAND
HWA-4,S-5	10.0	11.5											
HWA-4,S-6	12.5	14.0											
HWA-4,S-7	15.0	16.5											
HWA-4,S-8	17.5	19.0											
HWA-4,S-9	20.0	21.5											
PIT-1,S-1	3.5	4.0	5.0						10.3	89.1	0.6	SP	Olive-brown, poorly graded SAND
PIT-1,S-2	4.0	4.5	8.4						1.3	97.3	1.3	SP	Olive-brown, poorly graded SAND

Notes: 1. This table summarizes information presented elsewhere in the report and should be used in conjunction with the report test, other graphs and tables, and the exploration logs.  
 2. The soil classifications in this table are based on ASTM D2487 and D2488 as applicable.



GEO SCIENCES INC.

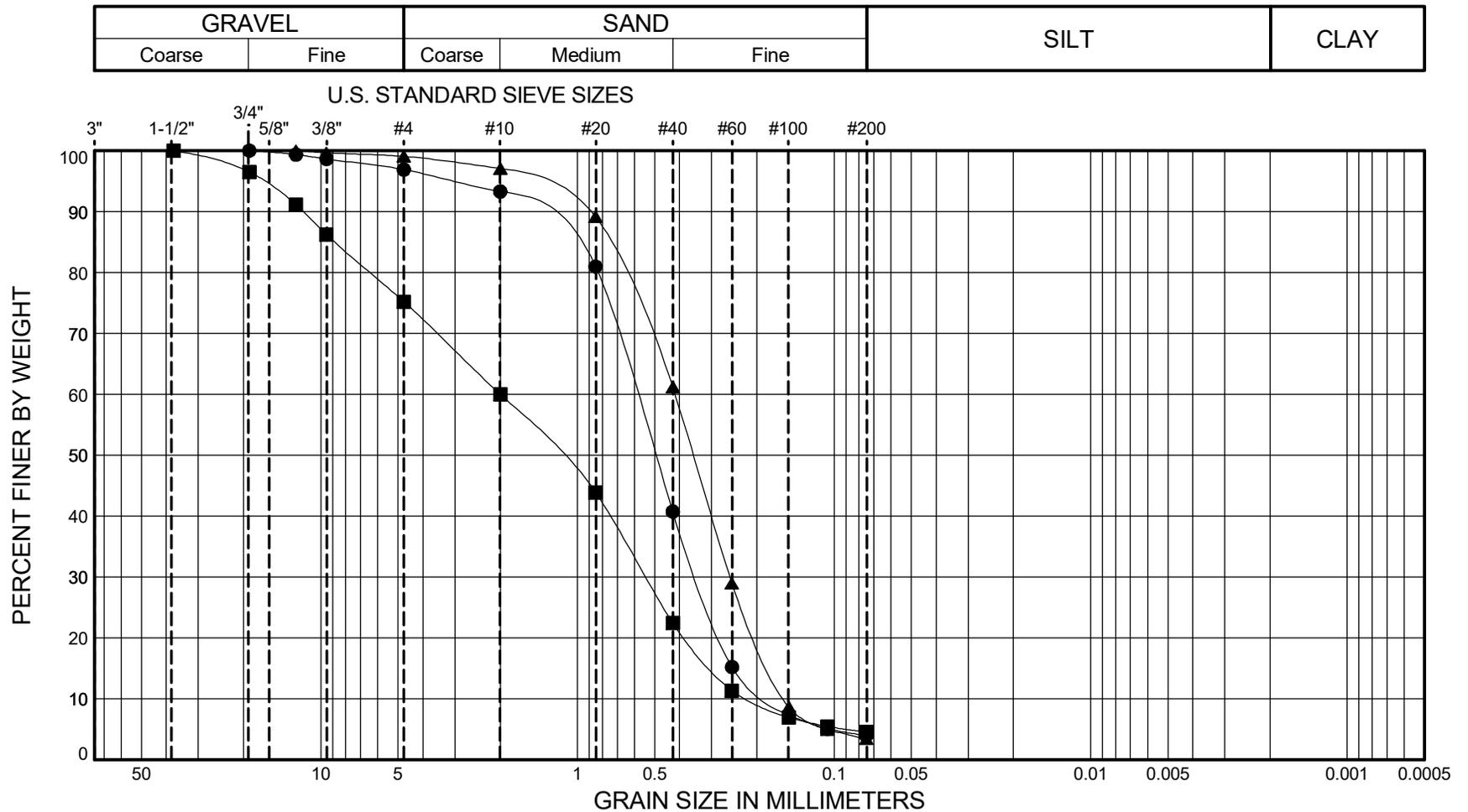
180th Street Connector  
 Arlington, Washington

SUMMARY OF  
 MATERIAL PROPERTIES

PAGE: 2 of 2

PROJECT NO.: 2023-190-21

FIGURE: B-2



SYMBOL	SAMPLE	DEPTH (ft.)	CLASSIFICATION OF SOIL- ASTM D2487 Group Symbol and Name	% MC	LL	PL	PI	Gravel %	Sand %	Fines %
●	HWA-1P S-3	5.0 - 6.5	(SP) Light olive-brown, poorly graded SAND	5				3.1	92.9	4.0
■	HWA-1P S-4	7.5 - 9.0	(SP) Light olive-brown, poorly graded SAND with gravel	5				24.8	70.6	4.5
▲	HWA-2 S-3	5.0 - 6.5	(SP) Light olive-brown, poorly graded SAND	6				1.0	95.6	3.4

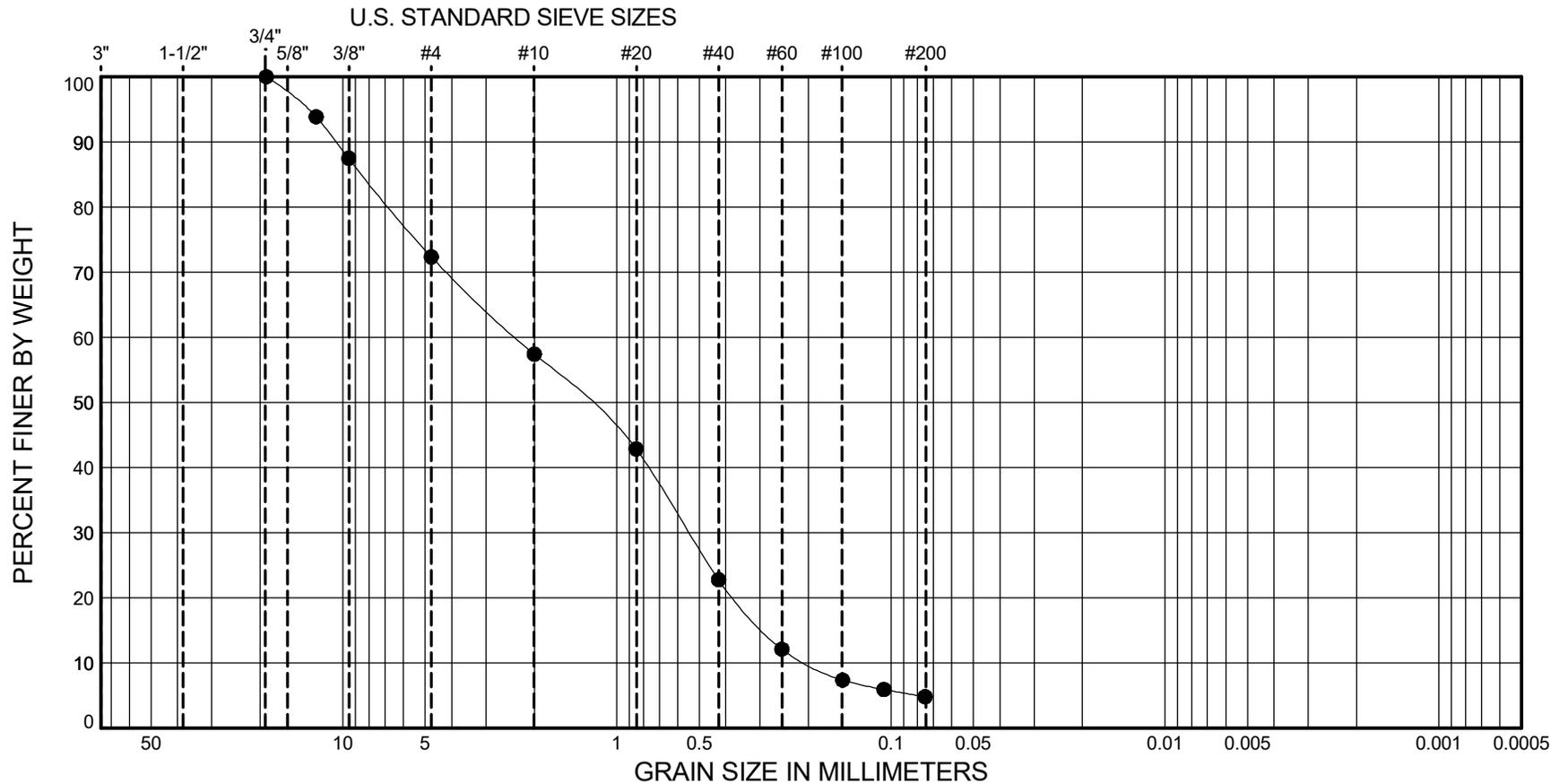


GEO SCIENCES INC.

180th Street Connector  
Arlington, Washington

PARTICLE-SIZE ANALYSIS  
OF SOILS  
METHOD ASTM D6913

GRAVEL		SAND			SILT	CLAY
Coarse	Fine	Coarse	Medium	Fine		



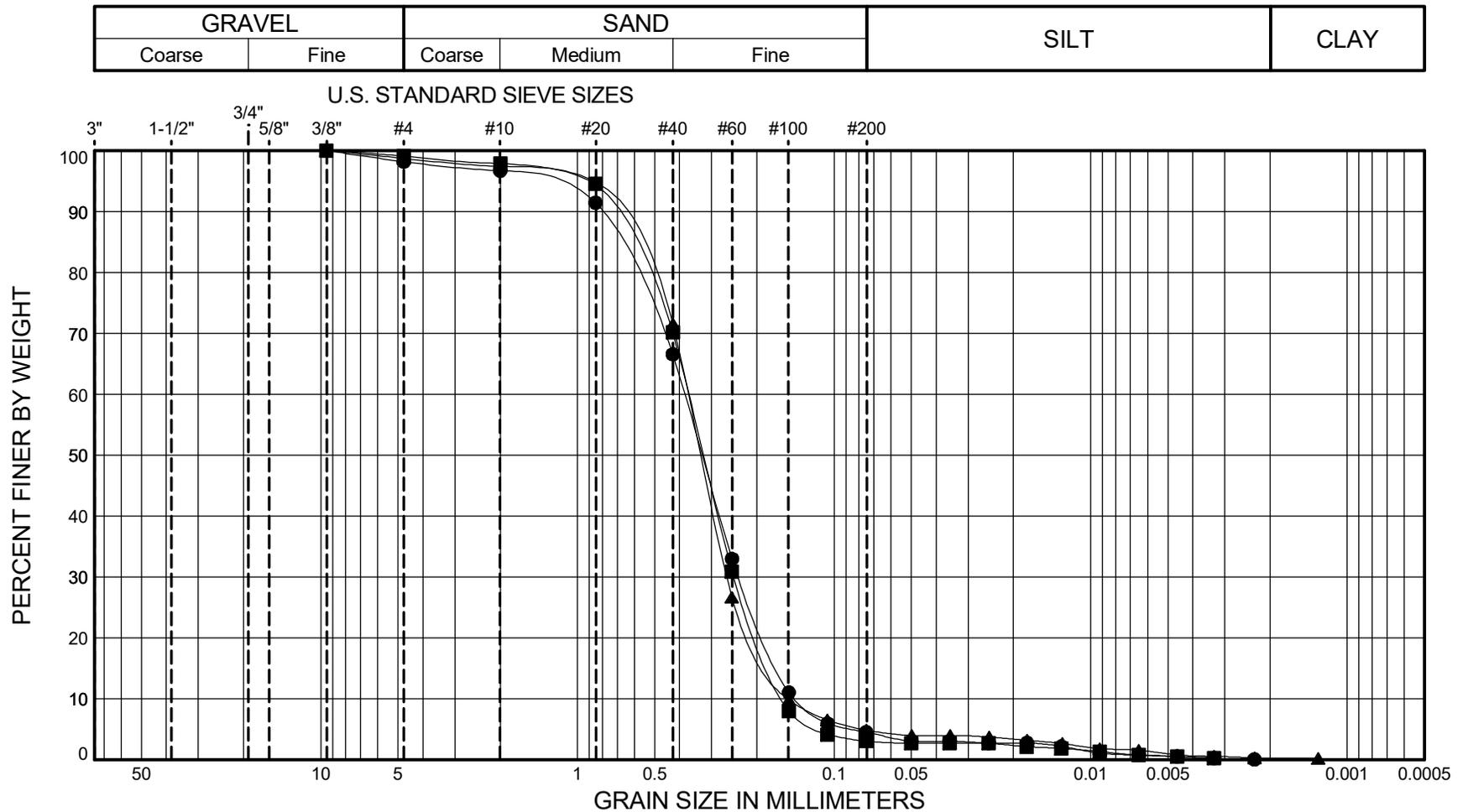
SYMBOL	SAMPLE	DEPTH (ft.)	CLASSIFICATION OF SOIL- ASTM D2487 Group Symbol and Name	% MC	LL	PL	PI	Gravel %	Sand %	Fines %
●	HWA-2	S-4	7.5 - 9.0 (SP) Olive-brown, poorly graded SAND with gravel	5				27.7	67.5	4.8



GEO SCIENCES INC.

180th Street Connector  
Arlington, Washington

PARTICLE-SIZE ANALYSIS  
OF SOILS  
METHOD ASTM D6913



SYMBOL	SAMPLE	DEPTH (ft.)	ASTM SOIL CLASSIFICATION	% MC	LL	PL	PI	Gravel %	Sand %	Silt %	Clay %	Fines %
●	HWA-3P	S-3	5.0 - 6.5	(SP) Light olive-brown, poorly graded SAND	8			1.8	93.7			
■	HWA-3P	S-4	7.5 - 9.0	(SP) Grayish-brown, poorly graded SAND	4			0.9	96.0			
▲	HWA-4	S-3	5.0 - 6.5	(SP) Light olive-brown, poorly graded SAND	6			1.3	93.9	4.6	0.3	



GEO SCIENCES INC.

180th Street Connector  
Arlington, Washington

PARTICLE-SIZE ANALYSIS  
OF SOILS  
METHODS ASTM D6913/D7928

PROJECT NO.: 2023-190-21

FIGURE: B-5



## **APPENDIX C**

# **PREVIOUS EXPLORATIONS**

**RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE**

COHESIONLESS SOILS			COHESIVE SOILS		
Density	N (blows/ft)	Approximate Relative Density(%)	Consistency	N (blows/ft)	Approximate Undrained Shear Strength (psf)
Very Loose	0 to 4	0 - 15	Very Soft	0 to 2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Medium Dense	10 to 30	35 - 65	Medium Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	over 50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	over 30	>4000

- %F Percent Fines
- AL Atterberg Limits: PL = Plastic Limit, LL = Liquid Limit
- CBR California Bearing Ratio
- CN Consolidation
- DD Dry Density (pcf)
- DS Direct Shear
- GS Grain Size Distribution
- K Permeability
- MD Moisture/Density Relationship (Proctor)
- MR Resilient Modulus
- OC Organic Content
- pH pH of Soils
- PID Photoionization Device Reading
- PP Pocket Penetrometer (Approx. Comp. Strength, tsf)
- Res. Resistivity
- SG Specific Gravity
- CD Consolidated Drained Triaxial
- CU Consolidated Undrained Triaxial
- UU Unconsolidated Undrained Triaxial
- TV Torvane (Approx. Shear Strength, tsf)
- UC Unconfined Compression

**USCS SOIL CLASSIFICATION SYSTEM**

MAJOR DIVISIONS			GROUP DESCRIPTIONS		
Coarse Grained Soils	Gravel and Gravelly Soils	Clean Gravel (little or no fines)		GW Well-graded GRAVEL	
		Gravel with Fines (appreciable amount of fines)		GP Poorly-graded GRAVEL	
		Sand and Sandy Soils		GM Silty GRAVEL	
	More than 50% Retained on No. 200 Sieve Size	50% or More of Coarse Fraction Passing No. 4 Sieve	Clean Sand (little or no fines)		SW Well-graded SAND
			Sand with Fines (appreciable amount of fines)		SP Poorly-graded SAND
			Silt and Clay		SM Silty SAND
Fine Grained Soils	Silt and Clay	Liquid Limit Less than 50%		ML SILT	
		Liquid Limit 50% or More		CL Lean CLAY	
		Liquid Limit 50% or More		OL Organic SILT/Organic CLAY	
	50% or More Passing No. 200 Sieve Size	Silt and Clay	Liquid Limit 50% or More		MH Elastic SILT
			Liquid Limit 50% or More		CH Fat CLAY
			Liquid Limit 50% or More		OH Organic SILT/Organic CLAY
Highly Organic Soils				PT PEAT	

**SAMPLE TYPE SYMBOLS**

- 2.0" OD Split Spoon (SPT) (140 lb. hammer with 30 in. drop)
- Shelby Tube
- Non-standard Penetration Test (3.0" OD Split Spoon with Brass Rings)
- Small Bag Sample
- Large Bag (Bulk) Sample
- Core Run
- 3-1/4" OD Split Spoon

**GROUNDWATER SYMBOLS**

- Groundwater Level (measured at time of drilling)
- Groundwater Level (measured in well or open hole after water level stabilized)

**COMPONENT DEFINITIONS**

COMPONENT	SIZE RANGE
Boulders	Larger than 12 in
Cobbles	3 in to 12 in
Gravel	3 in to No 4 (4.5mm)
Coarse gravel	3 in to 3/4 in
Fine gravel	3/4 in to No 4 (4.5mm)
Sand	No. 4 (4.5 mm) to No. 200 (0.074 mm)
Coarse sand	No. 4 (4.5 mm) to No. 10 (2.0 mm)
Medium sand	No. 10 (2.0 mm) to No. 40 (0.42 mm)
Fine sand	No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and Clay	Smaller than No. 200 (0.074mm)

**COMPONENT PROPORTIONS**

PROPORTION RANGE	DESCRIPTIVE TERMS
< 5%	Clean
5 - 12%	Slightly (Clayey, Silty, Sandy)
12 - 30%	Clayey, Silty, Sandy, Gravelly
30 - 50%	Very (Clayey, Silty, Sandy, Gravelly)
Components are arranged in order of increasing quantities.	

NOTES: Soil classifications presented on exploration logs are based on visual and laboratory observation. Soil descriptions are presented in the following general order:

*Density/consistency, color, modifier (if any) GROUP NAME, additions to group name (if any), moisture content. Proportion, gradation, and angularity of constituents, additional comments. (GEOLOGIC INTERPRETATION)*

Please refer to the discussion in the report text as well as the exploration logs for a more complete description of subsurface conditions.

**MOISTURE CONTENT**

DRY	Absence of moisture, dusty, dry to the touch.
MOIST	Damp but no visible water.
WET	Visible free water, usually soil is below water table.

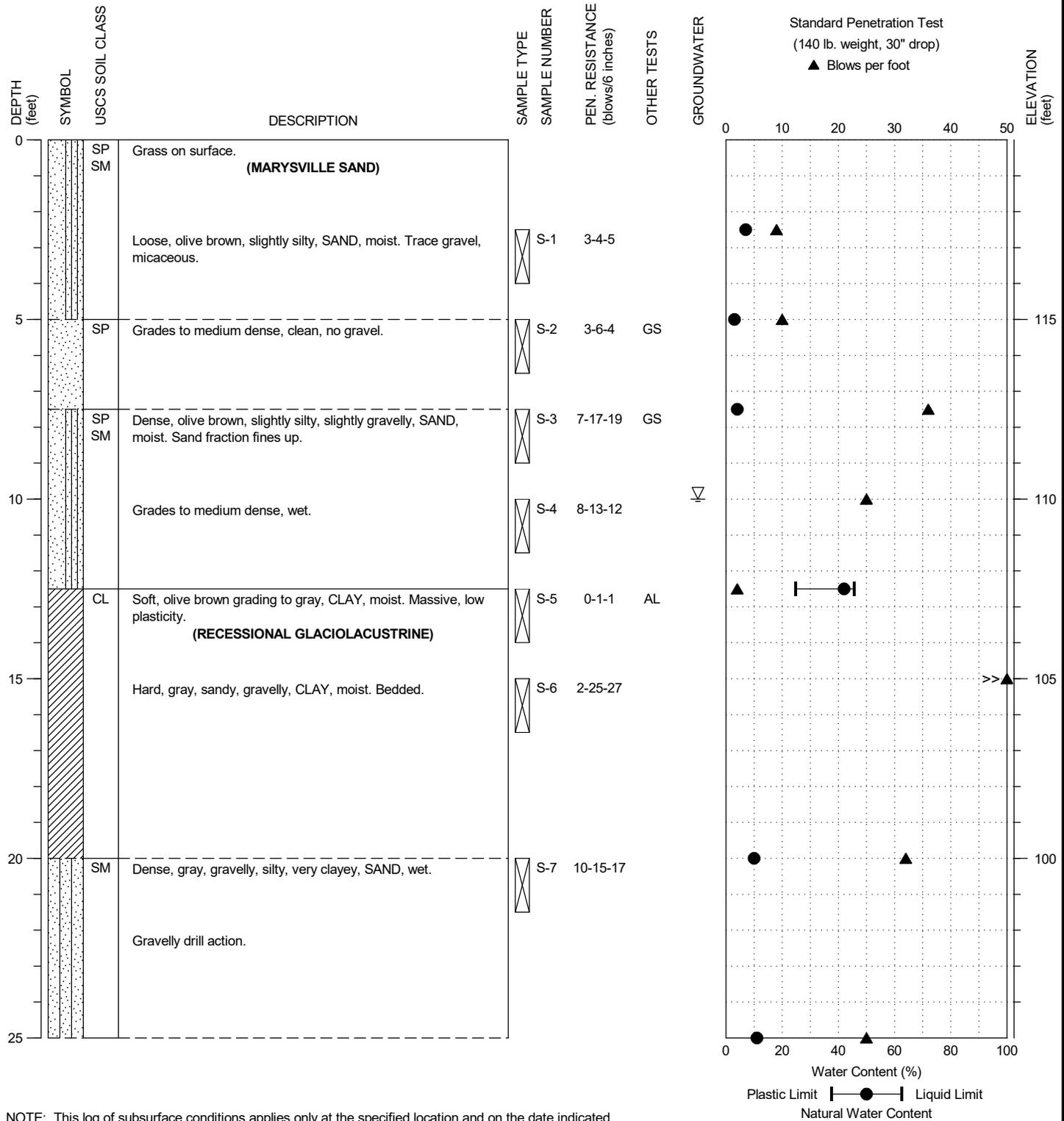


Draft Geotechnical Report  
Smokey Point Boulevard Improvements  
Arlington, Washington

**LEGEND OF TERMS AND  
SYMBOLS USED ON  
EXPLORATION LOGS**

DRILLING COMPANY: Gregory Drilling Inc.  
 DRILLING METHOD: HSA, CME 55 track rig  
 SAMPLING METHOD: SPT w/auto cathead  
 LOCATION: See Figure 2

DATE STARTED: 11/13/20  
**ATTACHMENT E**  
 DATE COMPLETED: 11/13/2020  
 LOGGED BY: M.A. Benson  
 SURFACE ELEVATION: 120.0 ± feet



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.



Draft Geotechnical Report  
 Smokey Point Boulevard Improvements  
 Arlington, Washington

BORING:  
 BH-5

PAGE: 1 of 2

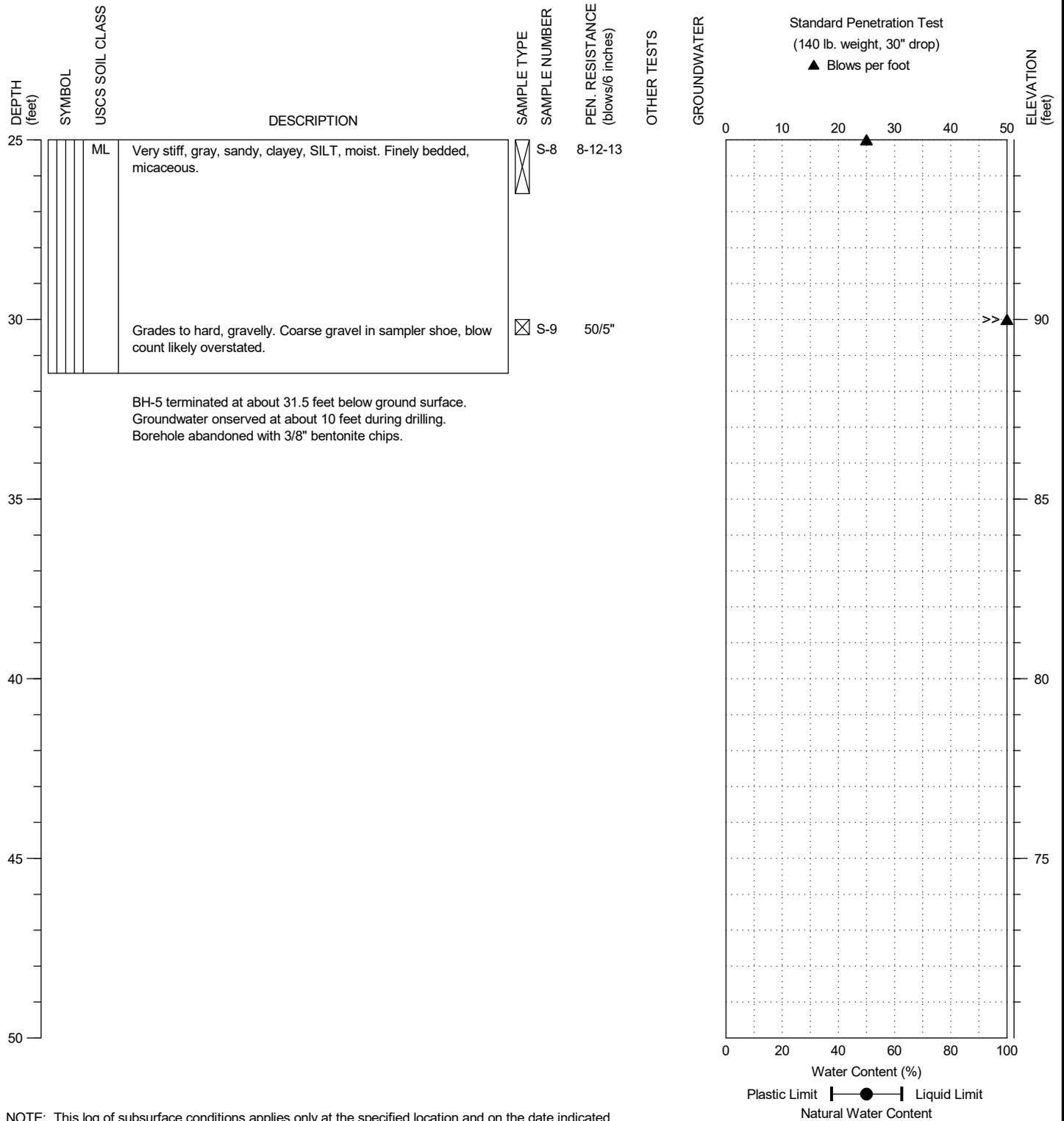
PROJECT NO.: 2020-073

FIGURE:

A-6

DRILLING COMPANY: Gregory Drilling Inc.  
 DRILLING METHOD: HSA, CME 55 track rig  
 SAMPLING METHOD: SPT w/auto cathead  
 LOCATION: See Figure 2

DATE STARTED: 11/13/20  
**ATTACHMENT E**  
 DATE COMPLETED: 11/13/2020  
 LOGGED BY: M.A. Benson  
 SURFACE ELEVATION: 120.0 ± feet



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.



Draft Geotechnical Report  
 Smokey Point Boulevard Improvements  
 Arlington, Washington

BORING:  
 BH-5

PAGE: 2 of 2

GEOSCIENCES INC.

PROJECT NO.: 2020-073

FIGURE:

A-6

**UNIFIED SOIL CLASSIFICATION SYSTEM - USCS**

MAJOR DIVISIONS	USCS SYMBOL	TYPICAL DESCRIPTIONS
<b>COARSE GRAINED SOILS</b>  More than half of material is larger than the #200 sieve  Silt and / or Clay content as specified	<b>GRAVEL</b>  Gravel > Sand (More than half of coarse fraction is larger than #4 sieve)	CLEAN GRAVEL WITH LESS THAN 5% FINES GW WELL-GRADED GRAVEL < 5% FINES
		GRAVEL WITH OVER 12% FINES GP POORLY-GRADED GRAVEL < 5% FINES
	<b>SAND</b>  Sand > Gravel (More than half of coarse fraction is smaller than the #4 sieve)	CLEAN SAND WITH LESS THAN 5% FINES SW WELL-GRADED SAND < 5% FINES
		SAND WITH OVER 12% FINES SP POORLY-GRADED SAND < 5% FINES
		SILTY SAND > 12% FINES (SILT > CLAY) SM SILTY SAND > 12% FINES (SILT > CLAY)
		CLAYEY SAND > 12% FINES (CLAY > SILT) SC CLAYEY SAND > 12% FINES (CLAY > SILT)
<b>FINE GRAINED SOILS</b>  More than half of material is fines (smaller than the #200 sieve)  Sand and / or Gravel content as specified in log	<b>SILT AND CLAY</b>  Lean, low to medium plasticity (Liquid limit less than 50)	ML INORGANIC SILT; LEAN, LOW PLASTICITY SILT.
		CL INORGANIC CLAY; LEAN, LOW PLASTICITY CLAY
		OL ORGANIC SILT & ORGANIC CLAY, LEAN, LOW PLASTICITY, RETAINS VERY HIGH MOISTURE
	<b>SILT AND CLAY</b>  Fat, high plasticity (Liquid limit greater than 50)	MH INORGANIC SILT, HIGH PLASTICITY, FAT SILT, MAY BE MICACEOUS
		CH INORGANIC CLAY, HIGH PLASTICITY, FAT CLAY
		OH ORGANIC CLAY & ORGANIC SILT FAT, HIGH PLASTICITY, RETAINS VERY HIGH MOISTURE
<b>HIGHLY ORGANIC SOILS</b>  PT PEAT, HUMUS, SWAMP SOILS, PREDOMINANTLY ORGANIC CONTENT		

**LOG SYMBOLS**

**SAMPLES**

- SPT Standard Penetration Test
- Grab or bulk
- California or D&M (3.0"OD)
- Shelby Tube

**WATER TABLE**

- Groundwater Level (where first encountered)
- Groundwater Level (measured after completion)
- Perched Groundwater Level (during exploration)

**DENSITY: COARSE-GRAINED SOIL**

APPARENT DENSITY	SPT Blows / foot
Very Loose	< 5
Loose	5 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very Dense	> 50

**DENSITY: FINE-GRAINED SOIL**

APPARENT DENSITY	SPT Blows / foot
Very Soft	< 3
Soft	3 - 4
Medium Stiff	5 - 8
Stiff	9 - 15
Very Stiff	16 - 30
Hard	> 30

**NOTES**

USCS evaluated by field observations. Laboratory analyses used when conducted. Poorly-Graded (GP or SP) indicate not an equal content of every grain size subgroup. Calculated using 10%, 30%, and 60% grain size. Combination names (e.g. SP-SM Poorly-Graded SAND with silt, represent fines content between 5% and 12%. Fines content is dominantly either clay (c) or silt (m). A soil description of "with sand" or "with gravel" represents greater than 15% coarse material, and dominant coarse soil is the one specified.

**STRATIGRAPHIC CONTACT**  
(approximated by field identification)

- Distinct stratigraphic contact between soil strata
- Gradual change between soil strata
- Approximate location of stratigraphic change

**MODIFIERS (see USCS and Notes)**

DESCRIPTION	%
Trace	< 5%
With Clay, With Silt	5 - 12% Fines
Clayey, Silty	> 12% Fines
With Sand, With Gravel	15 - 30% Coarse
Sandy, Gravelly	> 30% Coarse

**DEFINITIONS OF SOIL FRACTIONS**

SOIL COMPONENT	GRAIN SIZE (inch)	GRAIN SIZE (metric)	
Boulder	> 12 in.	> 305 mm	
Cobbles	3 in. to 12 in.	75 mm to 305 mm	
Gravel	3 in. to #4 sieve	75 mm to 4.75 mm	
	Coarse Gravel	3 in. to 3/4 in.	75 mm to 19 mm
	Fine Gravel	3/4 in. to #4	19 mm to 4.75 mm
Sand	#4 to #200	4.75 mm to 0.075 mm	
	Coarse	#4 to #10	4.75 mm to 2 mm
	Medium	#10 to #40	2 mm to 0.425 mm
	Fine	#40 to #200	0.425 mm to 0.075 mm
Fines (Silt or Clay)	< #200 sieve	< 0.075 mm	

**Materials Testing & Consulting, Inc.**  
777 Chrysler Drive  
Burlington, WA 98233

**Exploration Log Key**  
Airport Blvd Geotech  
51<sup>st</sup> Ave NE  
Arlington, WA

**FIGURE**  
**3**

MATERIALS TESTING & CONSULTING Burlington, WA Geotechnical Services			Log of Test Pit TP-4				
Airport Boulevard Geotech 51st Ave NE Arlington, WA			Date Started : 2/10/20				
MTC Job # 20B031			Date Completed : 2/10/20				
			Sampling Method : Grab Samples				
			Location : SW area (See Map)				
			Logged By : Mike Furman				
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200	% Moisture
0	SM		SILTY SAND, dark brown, moist, soft, heavy organics (grass/roots). <b>Topsoil</b>				
1	SP		SAND WITH SILT, light brown, slightly moist to moist, medium dense to loose. Moderate organics (tree roots 1/2" dia) Sand is medium- & fine-grained. <b>Subsoil</b>	X			
2							
3			SAND WITH SILT, gray, moist, loose to medium dense. Medium- & coarse-grained sand. <b>Recessional Outwash Sand</b>	X			
4							
5	SP						
6							
7							
8	SP		SAND WITH GRAVEL, gray, moist, medium dense. Gravel up to 3" diameter and subrounded with coarse-grained sand. <b>Recessional Outwash Sand with Gravel</b>	X			
9							
10			T.D. @ 9.5' at planned depth. No seepage or free water observed.				
11							

02-19-2020 Z:\Burlington Office\Geotechnical Services\1 Burlington\Airport Blvd PSF Geotech\TPLog\TP-4 bor

MATERIALS TESTING & CONSULTING Burlington, WA Geotechnical Services		Log of Test Pit TP-7				
Airport Boulevard Geotech 51st Ave NE Arlington, WA		Date Started : 2/10/20				
MTC Job # 20B031		Date Completed : 2/10/20				
		Sampling Method : Grab Samples				
		Location : West Central area (See Map)				
		Logged By : Mike Furman				
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level Sample	% Finer than #200	% Moisture
0	SM		SILTY SAND, dark brown, moist, soft, heavy organics (grass/roots). <b>Topsoil</b>			
1	SM		SILTY SAND, light brown, slightly moist to moist, medium dense to loose. Moderate organics (tree roots 1/2" dia) Sand is medium- & fine-grained. <b>Subsoil</b>	X	13.3%	16.8%
2						
3			SAND WITH SILT, gray, moist, loose to medium dense. Medium- & coarse-grained sand. <b>Recessional Outwash Sand</b>	X	8.3%	10.8%
4	SP-SM					
5						
6			SAND WITH GRAVEL, gray, moist, medium dense to dense. Gravel up to 2.5" diameter and subrounded with coarse-grained sand. <b>Recessional Outwash Sand with Gravel</b>	X	0.8%	5.8%
7						
8	SP					
9						
10			T.D. @ 9.5' at planned depth. No seepage or free water observed.			
11						

02-19-2020 Z:\Burlington Office\Geotechnical Services\11 Burl\2020\Airport Blvd PSF Geotech\TPLog\TP-7.bor

MATERIALS TESTING & CONSULTING Burlington, WA Geotechnical Services		Log of Test Pit TP-8					
Airport Boulevard Geotech 51st Ave NE Arlington, WA		Date Started : 2/10/20 Date Completed : 2/10/20 Sampling Method : Grab Samples Location : NW entry area (See Map) Logged By : Mike Furman					
MTC Job # 20B031							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200	% Moisture
0	SM		SILTY SAND, dark brown, moist, soft, heavy organics (grass/roots). <b>Topsoil</b>				
1	SP		SAND WITH SILT, light brown, slightly moist to moist, medium dense to loose. Moderate organics (tree roots 1/2" dia) Sand is medium- & fine-grained. <b>Subsoil</b>	X			
2			SAND with SILT, gray, moist, loose to medium dense. Medium- & coarse-grained sand. <b>Recessional Outwash Sand</b>				
3				X			
4	SP						
5							
6							
7			SAND WITH GRAVEL and some silt, gray, moist, medium dense to dense. Gravel up to 2.5" diameter and subrounded with coarse-grained sand. <b>Recessional Outwash Sand with Gravel</b>				
8	SP						
9							
10				X			
11	T.D. @ 10.0' at planned depth. No seepage or free water observed.						

02-19-2020 Z:\Burlington Office\Geotechnical Services\11 Burl\2020\Airport Blvd PSF Geotech\TPLog\TP-8.bor

## WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Materials Testing and Consulting  
805 Dupont, Suite 5  
Bellingham, WA 98225

PROJECT NUMBER: 20B031  
DATE STARTED: 02-10-2020  
DATE COMPLETED: 02-10-2020

HOLE #: DCP-3  
CREW: MF/JC  
PROJECT: Airport Blvd Geotech  
ADDRESS: 51st Street Airport Blvd  
LOCATION: At TP-7

SURFACE ELEVATION: PG  
WATER ON COMPLETION: No  
HAMMER WEIGHT: 35 lbs.  
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm <sup>2</sup>	GRAPH OF CONE RESISTANCE				N'	TESTED CONSISTENCY	
			0	50	100	150		SAND & SILT	CLAY
-	2	8.9	••				2	VERY LOOSE	SOFT
-	3	13.3	•••				3	VERY LOOSE	SOFT
- 1 ft	15	66.6	••••••••••••••••••••				19	MEDIUM DENSE	VERY STIFF
-	13	57.7	••••••••••••••••••				16	MEDIUM DENSE	VERY STIFF
-	15	66.6	••••••••••~				19	MEDIUM DENSE	VERY STIFF
- 2 ft	10	44.4	••••••••••				12	MEDIUM DENSE	STIFF
-	16	71.0	••••••••••~				20	MEDIUM DENSE	VERY STIFF
-	12	53.3	••••••••••				15	MEDIUM DENSE	STIFF
- 3 ft	13	57.7	••••••~				16	MEDIUM DENSE	VERY STIFF
- 1 m	12	53.3	••••••~				15	MEDIUM DENSE	STIFF
-	9	34.7	••••••••				9	LOOSE	STIFF
- 4 ft	6	23.2	•••••				6	LOOSE	MEDIUM STIFF
-	8	30.9	••••••				8	LOOSE	MEDIUM STIFF
-	7	27.0	•••••				7	LOOSE	MEDIUM STIFF
- 5 ft	6	23.2	•••••				6	LOOSE	MEDIUM STIFF
-	6	23.2	•••••				6	LOOSE	MEDIUM STIFF
-	9	34.7	•••••••				9	LOOSE	STIFF
- 6 ft	15	57.9	••••••••••				16	MEDIUM DENSE	VERY STIFF
-	23	88.8	••••••••••~				25	MEDIUM DENSE	VERY STIFF
- 2 m	36	139.0	••••••••••~				-	DENSE	HARD
- 7 ft	50	171.0	••••••••••~				-	DENSE	HARD
-									
- 8 ft									
-									
- 9 ft									
-									
- 3 m 10 ft									
-									
- 11 ft									
-									
- 12 ft									
-									
- 4 m 13 ft									

### CBR Log of KDCP-1

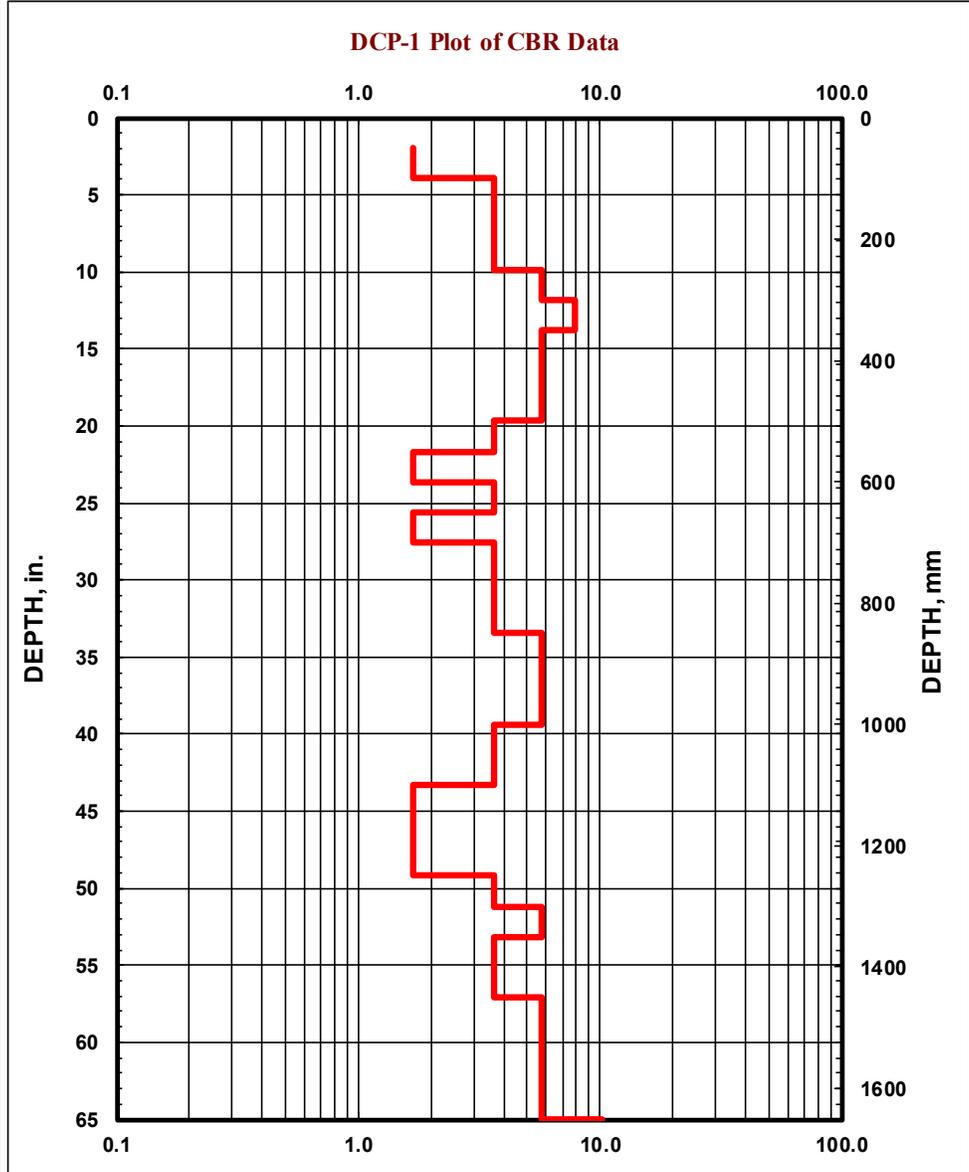
**Project:** Airport Blvd Geotech  
**Location:** W entry / Apron

**Date:** 18-Feb-20  
**Soil Type(s):** Sand with Silt

**Hammer**  
 10.1 lbs.  
 17.6 lbs.  
 Both hammers used

**Soil Type**  
 CH  
 CL  
 All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
1	50	2
1	100	2
2	150	2
2	200	2
2	250	2
3	300	2
4	350	2
3	400	2
3	450	2
3	500	2
2	550	2
1	600	2
2	650	2
1	700	2
2	750	2
2	800	2
2	850	2
3	900	2
3	950	2
3	1000	2
2	1050	2
2	1100	2
1	1150	2
0	1200	2
1	1250	2
2	1300	2
3	1350	2
2	1400	2
2	1450	2
3	1500	2
3	1550	2
3	1600	2
3	1650	2
5	1700	2



### CBR Log of KDCP-2

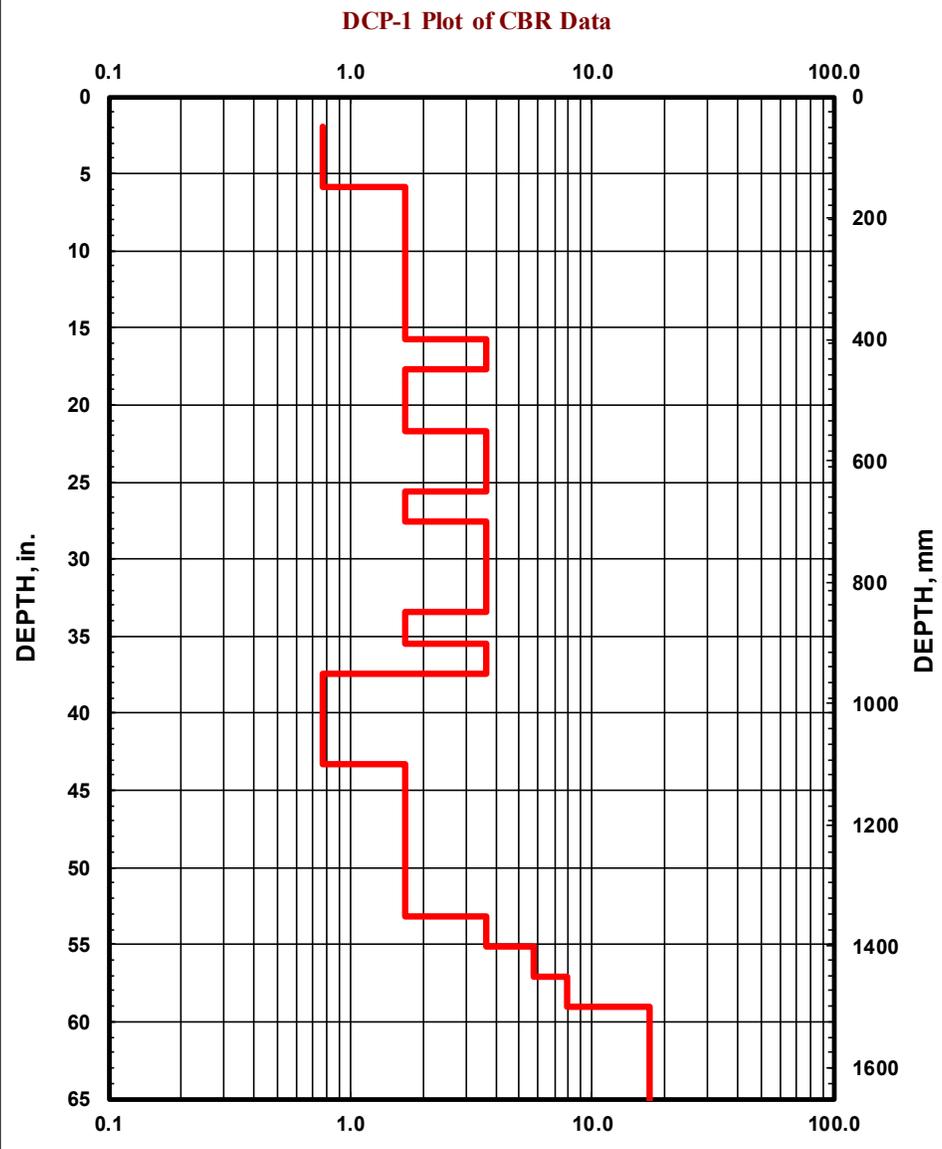
**Project:** Airport Blvd Geotech  
**Location:** N corner parking

**Date:** 18-Feb-20  
**Soil Type(s):** Sand with Silt

Hammer  
 10.1 lbs.  
 17.6 lbs.  
 Both hammers used

Soil Type  
 CH  
 CL  
 All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0.5	50	2
0.5	100	2
0.5	150	2
1	200	2
1	250	2
1	300	2
1	350	2
1	400	2
2	450	2
1	500	2
1	550	2
2	600	2
2	650	2
1	700	2
2	750	2
2	800	2
2	850	2
1	900	2
2	950	2
0.5	1000	2
0.5	1050	2
0.5	1100	2
1	1150	2
1	1200	2
1	1250	2
1	1300	2
1	1350	2
2	1400	2
3	1450	2
4	1500	2
8	1550	2
8	1600	2
8	1650	2
8	1700	2



### CBR Log of KDCP-3

<b>Project:</b> <u>Airport Blvd Geotech</u>	<b>Date:</b> <u>18-Feb-20</u>
<b>Location:</b> <u>SW Parking Area</u>	<b>Soil Type(s):</b> <u>Sand with Silt</u>

**Hammer**

10.1 lbs.

17.6 lbs.

Both hammers used

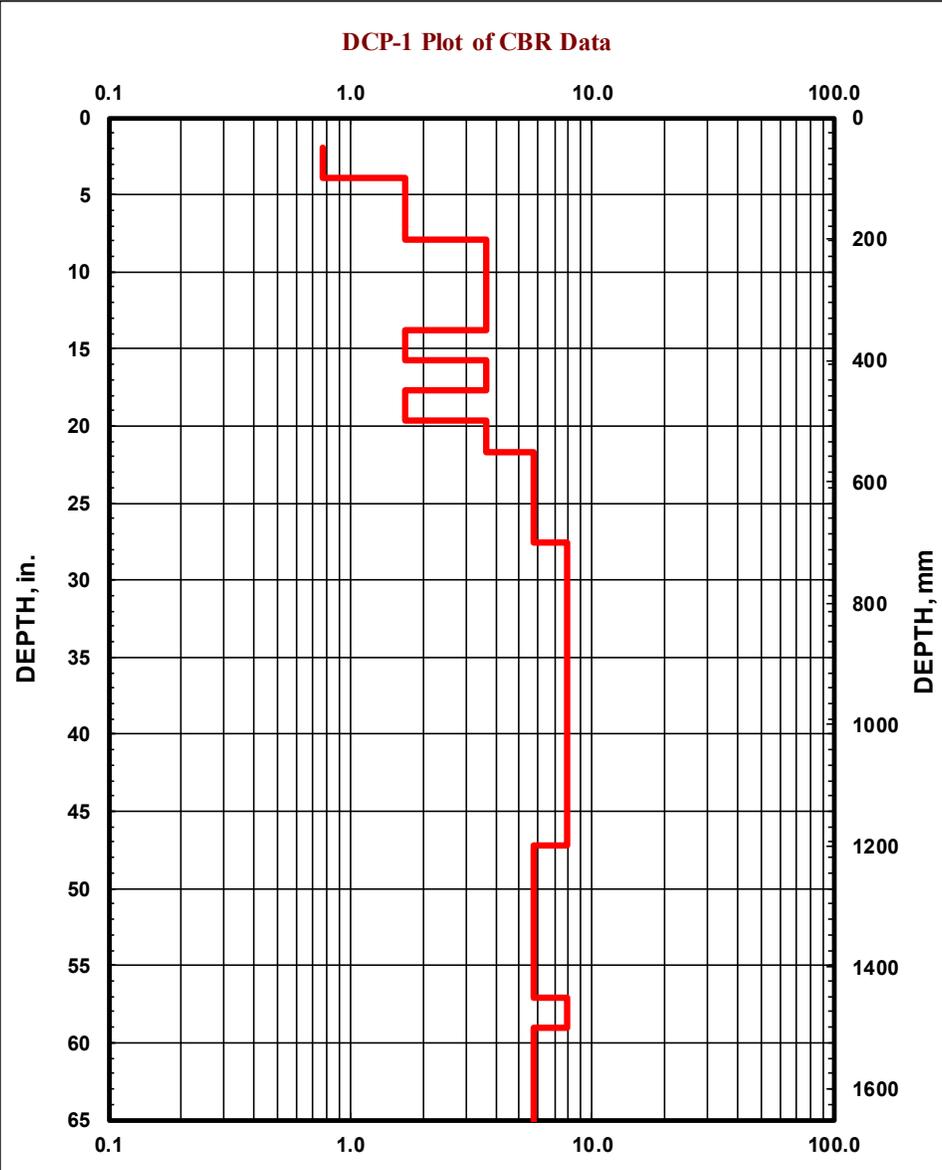
**Soil Type**

CH

CL

All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0.5	50	2
0.5	100	2
1	150	2
1	200	2
2	250	2
2	300	2
2	350	2
1	400	2
2	450	2
1	500	2
2	550	2
3	600	2
3	650	2
3	700	2
4	750	2
4	800	2
4	850	2
4	900	2
4	950	2
4	1000	2
4	1050	2
4	1100	2
4	1150	2
4	1200	2
3	1250	2
3	1300	2
3	1350	2
3	1400	2
3	1450	2
4	1500	2
3	1550	2
3	1600	2
3	1650	2
3	1700	2

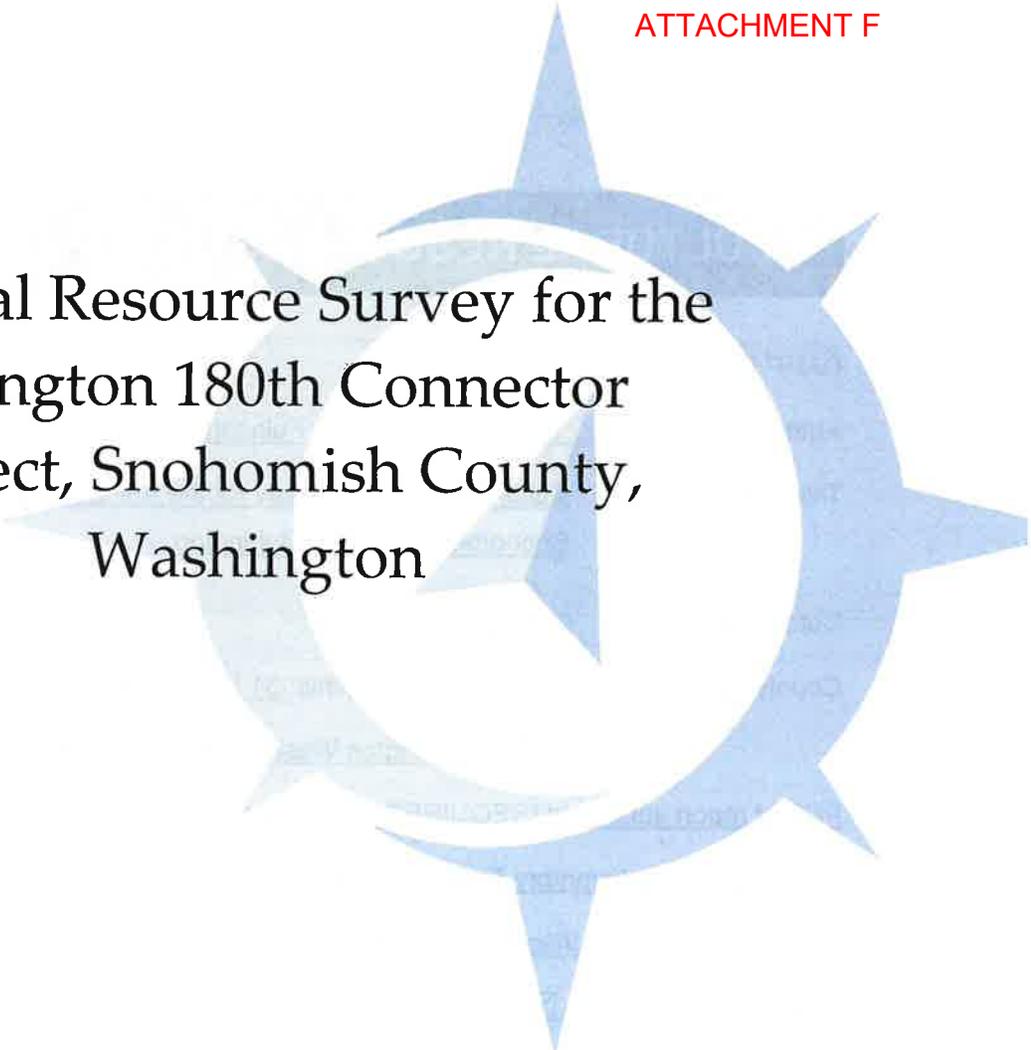


**CULTURAL RESOURCES REPORT COVER SHEET**

DAHP Project Number:

Author: Josh L. Espen, Samantha L. Fulgham, Justin Fitzpatrick, and David A. HarderTitle of Report: Cultural Resource Survey for the Arlington 180th Connector Project,  
Snohomish County, WashingtonDate of Report: July 18, 2025County: Snohomish Section: 21 Township: 31 N Range: 05 EQuad: Arlington West 1956 (1981) Acres: 11.8PDF of report submitted (REQUIRED)  YesHistoric Property Inventory Forms to be Approved Online?  Yes  NoArchaeological Site(s)/Isolate(s) Found or Amended?  Yes  NoTCP(s) found?  Yes  NoReplace a draft?  Yes  NoSatisfy a DAHP Archaeological Excavation Permit requirement?  Yes #  NoWere Human Remains Found?  Yes DAHP Case #  No

DAHP Archaeological Site #:



Cultural Resource Survey for the  
Arlington 180th Connector  
Project, Snohomish County,  
Washington

By:

Josh L. Espen, Samantha L. Fulgham, Justin Fitzpatrick,  
and David A. Harder



July 2025

**ABSTRACT****Cultural Resource Survey for the Arlington 180th Connector Project, Snohomish County, Washington**

SCJ Alliance is preparing to complete the Arlington 180th Connector Project in Arlington, Washington. The road construction will connect Smokey Point Boulevard and 43rd Avenue Northeast along a stretch of previously undeveloped land. The roadway will feature two travel lanes, a 5.0-foot-wide sidewalk on one side, and a 12-foot-wide multiuse trail on the other. The area of potential impact covers approximately 11.8 acres and lies in Section 21 of Township 31 North, Range 05 East, Willamette Meridian.

The cultural resources survey is being performed to satisfy City of Arlington requirements.

Pre-field research included the review of known archaeological resources within a 1.0-mile radius of the area of potential impact as inventoried at the Washington State Department of Archaeology and Historic Preservation (DAHP). This review was completed using DAHP's secure electronic database known as the Washington Information System for Architectural and Archaeological Data (WISAARD). This database includes recorded archaeological resources, historic property inventories (HPIs), National Register of Historic Properties (NRHP) and Washington Heritage Register (WHR) properties, identified cemeteries, and previously conducted cultural resource surveys found throughout the state. The DAHP's predictive model places the area of potential impact in areas of "Moderate and High Risk" for encountering cultural resources, stating that "survey is advised" for this location.

The fieldwork was completed in a manner consistent with RCW 27.53.030 and included inspection techniques to identify both surface and subsurface archaeological resources. Plateau CRM archaeologists conducted a pedestrian survey and excavated fifteen subsurface probes. The pedestrian survey covered most of the area of potential impact; the westernmost portion of the Project Area could not be accessed due to private chain link fencing with barbed wire security arms. Subsurface probe strings, comprised of three subsurface probes individually spaced at 20-meter (66-foot) intervals, were placed opportunistically throughout the area of potential impact. No precontact or historic-era cultural materials or features were observed during the pedestrian survey or excavations. Plateau CRM recommends that the proposed undertaking will result in **No Historic Properties Affected**.

**KEY INFORMATION**

**PROJECT**

Cultural Resource Survey for the Arlington 180th Connector Project, Snohomish County, Washington

**REPORT AUTHORS**

Josh L. Espen, Samantha L. Fulgham, Justin Fitzpatrick, and David A. Harder

**COUNTY**

Snohomish County

**LEGAL LOCATION OF PROJECT**

Section 21 of Township 31 North, Range 05 East, Willamette Meridian

**USGS QUADS**

Arlington West, 1956 (1981) 7.5 minute, Washington

**ACREAGE**

11.8 acres

**PROJECT DATA**

No previously recorded historic properties  
No new cultural resources located and/or recorded

**DAHP PROJECT NUMBER**

**MANAGING AGENCY**

City of Arlington

**REPORT PREPARED FOR**

SCJ Alliance

**FIELD NOTE DISPOSITION**

Archived at the office of Plateau CRM, Pullman.

**PRINCIPAL INVESTIGATOR**

David A. Harder, M.A.

**CERTIFICATION OF RESULTS**

I certify that this investigation was conducted and documented according to Secretary of Interior's Standards and Guidelines and that the report is complete and accurate to the best of my knowledge



\_\_\_\_\_  
Signature

July 18, 2024

\_\_\_\_\_  
Date

## TABLE OF CONTENTS

	page
ABSTRACT .....	ii
KEY INFORMATION.....	iii
TABLE OF CONTENTS .....	iv
LIST OF FIGURES.....	iv
LIST OF TABLES.....	v
PROJECT DESCRIPTION .....	1
STATEMENT OF OBJECTIVES FOR SURVEY .....	1
PRE-FIELD RESEARCH.....	1
ENVIRONMENTAL SETTING.....	4
REGIONAL PRECONTACT BACKGROUND.....	8
ETHNOGRAPHY.....	10
Ethnographically Named Places .....	18
Oral Histories.....	22
REGIONAL HISTORIC BACKGROUND .....	23
Snohomish County.....	25
Cartographic Analysis of the Project Area .....	27
PREVIOUS ARCHAEOLOGY.....	29
Expected Properties .....	31
FIELD METHODS.....	32
RESULTS .....	32
CONCLUSIONS AND RECOMMENDATIONS.....	37
WORKS CITED.....	38
APPENDIX A: Unanticipated Discovery Plan.....	49

## LIST OF FIGURES

Figure 1. The location of the Project Area within Snohomish County .....	2
Figure 2. The Project Area shown on a portion of the Arlington West USGS map.....	3
Figure 3. The Project Area shown within the Puget Lowlands ecoregion.....	4
Figure 4. The Project Area shown in relation to ethnographic locations .....	19
Figure 5. The Project Area shown on selected historic maps.....	28
Figure 6. The Project Area and field investigation inventoried on an aerial photograph .....	33
Figure 7. Overview of the Project Area.....	34
Figure 8. Overview of the Project Area.....	34
Figure 9. Overview of the Project Area.....	35
Figure 10. Overview of the percolation test pit .....	35

**TABLE OF CONTENTS (continued)**

	page
<b>LIST OF TABLES</b>	
Table 1. Regionally Available Animals.....	5
Table 2. Regionally Available Plants.....	7
Table 3. NRCS Soil Descriptions.....	8
Table 4. Ethnographic Locations near the Project Area.....	20
Table 5. Previously Conducted Cultural Resource Surveys.....	29
Table 6. NRHP Eligible Historic Properties Inventoried.....	30
Table 7. Shovel Probe Results.....	36

## PROJECT DESCRIPTION

SCJ Alliance is preparing to complete the Arlington 180th Connector Project, located in Snohomish County, Washington (Figure 1). The project will connect Smokey Point Boulevard and 43rd Avenue Northeast along a stretch of previously undeveloped land. The roadway will feature two travel lanes, a sidewalk—5.0 feet (ft) (1.5 meters [m]) wide—on one side, and a multiuse trail—12 ft (3.7 m) wide—on the opposite side. The area of potential impact covers approximately 11.8 acres and lies within Section 21 of Township 31 North, Range 05 East, Willamette Meridian (Figure 2). The area of potential impact hereafter will be referred to as the "Project Area."

The cultural resources survey is being performed to satisfy City of Arlington requirements.

## STATEMENT OF OBJECTIVES FOR SURVEY

The cultural resource survey for the Arlington 180th Connector Project is intended to identify potential historic properties, including archaeological and built environment cultural resources, within the Project Area prior to execution of the proposed project. The pre-field research is designed to identify any known historic properties, including archaeological sites and isolates; historic property inventories of buildings, structures, and historic districts; and cemeteries located in or near the Project Area. Fieldwork procedures are intended to identify areas of moderate to high probability for such cultural resources, previously recorded or otherwise. This report describes the pre-field research, methodology, results, and recommendations for the cultural resources aspect of the proposed project.

## PRE-FIELD RESEARCH

Pre-field research included the review of known archaeological resources within a 1.0-mile (mi) (1.6-kilometer [km]) radius of the Project Area as inventoried at the Washington State Department of Archaeology and Historic Preservation (DAHP) in Olympia, Washington. This review was completed using DAHP's secure electronic database known as the Washington Information System for Architectural and Archaeological Data (WISAARD). This database includes recorded archaeological resources, historic property inventories (HPIs), properties and districts on the National Register of Historic Places (NRHP) and the Washington Heritage Register (WHR), identified cemeteries, and previously conducted cultural resource surveys found throughout the state.

Plateau CRM also conducted cartographic analysis of landforms, topography, proximity to water using topographic maps, and the United States Department of Agriculture (USDA) online soil survey. Secondary historic resources, on file at the DAHP and the Plateau CRM office in Pullman, were consulted to identify other potential historic resources. In addition, available surveys, overview reports, and ethnographic accounts of the region were consulted. This background review allows for the identification of previously recorded historic and archaeological resources within or near the Project Area.

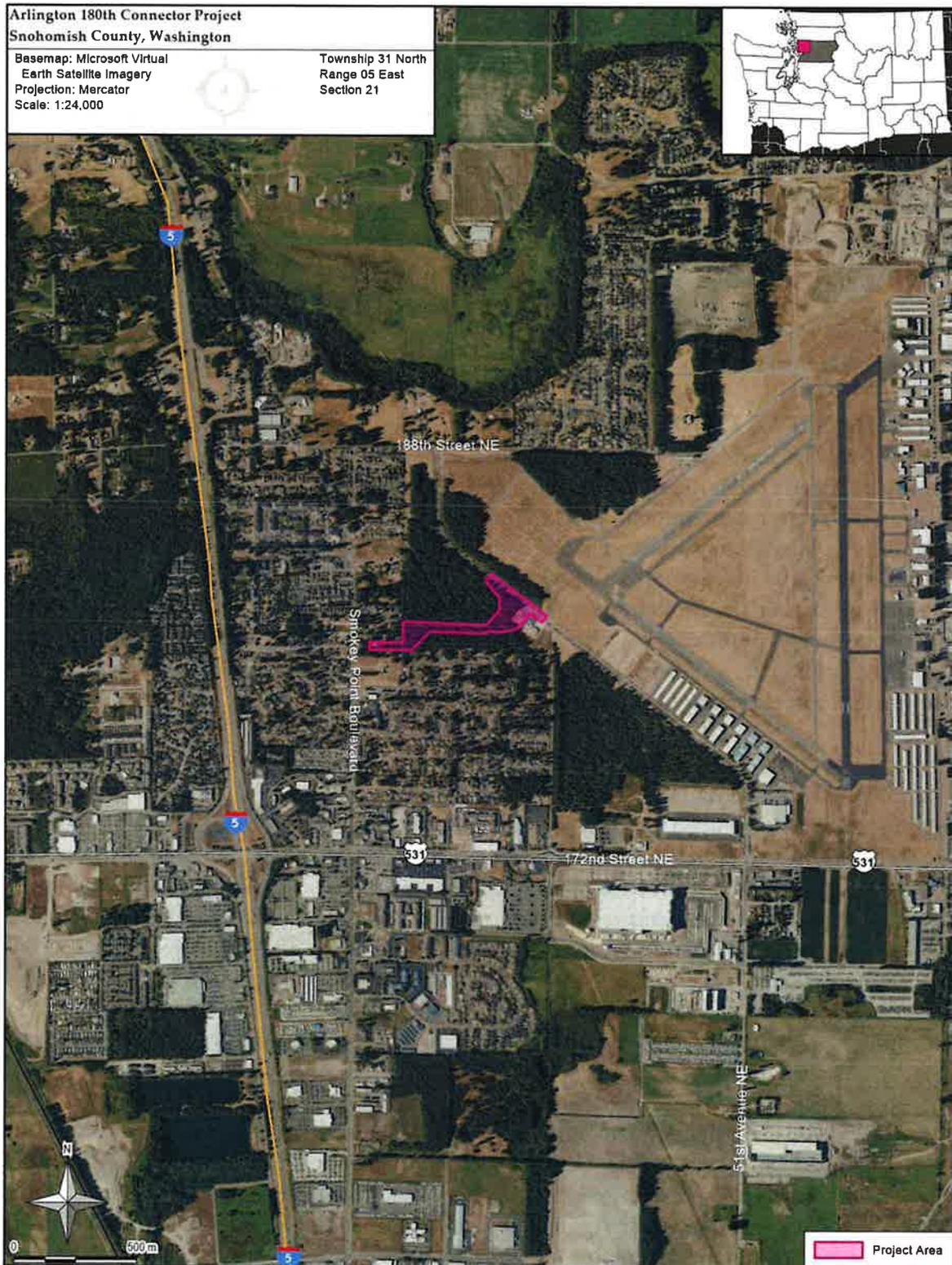


Figure 1. The location of the Project Area within Snohomish County.



## ENVIRONMENTAL SETTING

The U.S. Environmental Protection Agency (USEPA) has defined ecoregions across the United States to denote areas of general similarity in ecosystems and their associated environmental qualities (USEPA 2010). The Project Area lies within Level III ecoregion number 2, the Puget Lowland (Figure 3) (USEPA 2010). The Puget Lowland ecoregion is generally characterized as a broad rolling lowland influenced by a mild maritime climate flanking an intricately cut, estuarine coastline, and occupying a trough formed by continental glaciation (Pater et al. 1998). Many islands, peninsulas, and bays comprise its coastline (Pater et al. 1998). The ecoregion is bounded to the east by the Cascades and Northern Cascades (Level III ecoregions 4 and 77, respectively), the Strait of Juan de Fuca to the west, and the Coastal Range (Level III ecoregion 1) to the west and south (McGrath et al. 2010). The northern extent reaches beyond the U.S.-Canadian border (McGrath et al. 2010). The mountains of the Coastal Range and the Olympic Peninsula cast a rainshadow that affects arboreal distribution in the region (Pater et al. 1998). The largest and most characteristic feature of the ecoregion is the Puget Sound itself: a 95 mi (153 km) long, 1.0–5.0 mi (1.6–8.0 km) wide estuary that connects to the Pacific Ocean (Puget Sound Estuarium [PSE] 2023). The Puget Sound estuary has an average depth of 450 ft (137 m) with a maximum depth of approximately 930 ft (283 m) (PSE 2023). Ecoregion 2 is further subdivided into more localized Level IV ecoregions (USEPA 2016). The Project Area lies in the Eastern Puget Riverine Lowlands (2b) subregion of the Puget Lowland.

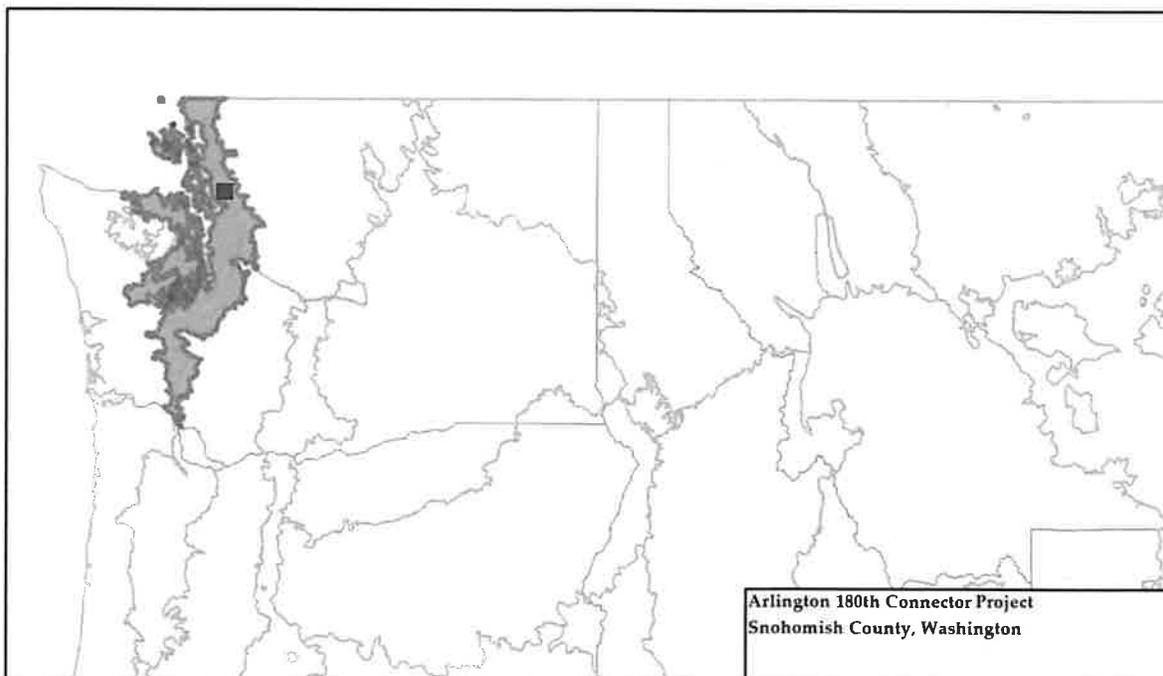


Figure 3. The Project Area shown within the Puget Lowlands ecoregion (USEPA 2010).

The landscape of the region has been influenced primarily by continental glaciation beginning approximately 2 million years ago and lasting until approximately 10,000 years ago (University of Washington [UW] 2023). The underlying geology of the region consists of fluvial sandstone, basalt, sedimentary rocks of submarine provenance, and coarse grained, glacially derived sediments (UW 2023). Elevations range from intertidal zones (sea level) on the lowland coast to 2,000 ft (610 m) above mean sea level (AMSL) on the San Juan Islands (Pater et al. 1998).

The predominant draw for Indigenous and European American populations in this region was, and still is, the estuarine coastal environment, extensive river systems and lakes, and the abundance of life these waterways support. The most significant hydrological feature is the Puget Sound estuary described above. Marine waters from the Pacific Ocean flow into the estuary via the Strait of Juan de Fuca and the Georgia Strait (PSE 2023). Fresh surface water flowing into the estuary is substantial and drains from over 10,000 rivers and streams, primarily from the Duwamish, Green, Elwha, Nisqually, Nooksack, Puyallup, Skagit, Skokomish, Snohomish, and Stillaguamish rivers, as well as the Cedar/Lake Washington canal (Burke Museum 2023). The intermixing of freshwater and saltwater causes stratification and circulation that pulls in the marine waters of the Pacific through the straits, supporting the estuary's unique and diverse ecology (Rice 2022)

The Project Area and surrounding regions contained an abundance of life, from arboreal denizens to marine and tidal inhabitants. It is likely that in the past Indigenous peoples had access to a larger variety of species that were integrated into Indigenous lifeways, settlement, and travel patterns. Table 1 lists the more discernible animals that may have been available to Indigenous populations.

Table 1. Regionally Available Animals.

Common Name	Latin name	Common Name	Latin name
<b>Mammals (terrestrial)</b>		<b>Mammals (marine)</b>	
Beaver	<i>Castor canadensis</i>	Baird's beaked whale	<i>Berardius bairdii</i>
Black bear	<i>Ursus americanus</i>	Bottlenose dolphin	<i>Tursiops truncatus</i>
Brown bear	<i>Ursus arctos</i>	Bryde's whale	<i>Balaenoptera brydei</i>
Big brown bat	<i>Eptesicus fuscus</i>	California sea lion	<i>Zalophus californianus</i>
Bobcat	<i>Lynx rufus</i>	Common minke whale	<i>Balaenoptera acutorostrata</i>
Canadian lynx	<i>Lynx canadensis</i>	Cuvier's beaked whale	<i>Ziphius cavirostris</i>
Cascade golden-mantled ground squirrel	<i>Spermophilus saturatus</i>	Dall's porpise	<i>Phocoenoides dalli</i>
Columbian ground squirrel	<i>Spermophilus columbianus</i>	False killer whale	<i>Pseudorca crassidens</i>
Cougar	<i>Puma concolor</i>	Fin whale	<i>Balaenoptera physalus</i>
Coyote	<i>Canis latrans</i>	Gray whale	<i>Eschrichtius robustus</i>
Eastern cottontail	<i>Sylvilagus floridanus</i>	Harbor porpoise	<i>Phocoena phocoena</i>
Elk	<i>Cervus canadensis</i>	Humpback whale	<i>Megaptera novaeangliae</i>
Grey wolf	<i>Canis lupus</i>	Killer whale	<i>Orcinus orca</i>
Hoary marmot	<i>Marmota caligata</i>	Long-beaked common dolphin	<i>Delphinus capensis</i>

Table 1. Regionally Available Animals (continued).

Common Name	Latin name	Common Name	Latin name
<b>Mammals (terrestrial)</b>		<b>Mammals (marine)</b>	
Long-tailed weasel	<i>Mustela frenata</i>	Northern elephant seal	<i>Mirounga angustirostris</i>
Marsh shrew	<i>Sorex bendirii</i>	Northern fur seal	<i>Callorhinus ursinus</i>
Moose	<i>Alces americanus</i>	Northern right whale dolphin	<i>Lissodelphis borealis</i>
Mountain goat	<i>Oreamnos americanus</i>	Pacific white-sided dolphin	<i>Lagenorhynchus obliquidens</i>
North American porcupine	<i>Erethizon dorsatum</i>	Pygmy sperm whale	<i>Kogia breviceps</i>
Mink	<i>Neovison vison</i>	Risso's dolphin	<i>Grampus griseus</i>
Muskrat	<i>Ondatra zibethicus</i>	Sea otter	<i>Enhydra lutris</i>
River otter	<i>Lontra canadensis</i>	Short-beaked common dolphin	<i>Delphinus delphis</i>
Mule deer	<i>Odocoileus hemionus</i>	Short-finned beaked whale	<i>Globicephala macrorhynchus</i>
Raccoon	<i>Procyon lotor</i>	Stejneger's beaked whale	<i>Mesoplodon stejnegeri</i>
Red fox	<i>Vulpes vulpes</i>	Stellar sea lion	<i>Eumetopias jubatus</i>
Snowshoe hare	<i>Lepus americanus</i>	Striped dolphin	<i>Stenella coeruleoalba</i>
<b>Birds (terrestrial)</b>		<b>Invertebrates (marine)</b>	
American common merganser	<i>Mergus merganser americanus</i>	Bent-nose clam	<i>Macoma nasuta</i>
American greater scaup	<i>Aythya marila nearctica</i>	Butter clam	<i>Saxidomus gigantea</i>
American wigeon	<i>Anas americana</i>	California mussel	<i>Mytilus californianus</i>
Bald eagle	<i>Haliaeetus leucocephalus</i>	Dungeness crab	<i>Metacarcinus magister</i>
Belted kingfisher	<i>Ceryle alcyon</i>	Geoduck	<i>Panopea generosa</i>
Black brant	<i>Brantha bernicla nigricans</i>	Giant Pacific scallop	<i>Patinopecten caurinus</i>
Bufflehead	<i>Bucephala albeola</i>	Limpet	<i>Lottia</i> spp.
Canada goose	<i>Brantha canadensis</i>	<i>Leukoma staminea</i>	
Caspian Tern	<i>Hydroprogne caspia</i>	Olympia oyster	<i>Ostrea lurida</i>
Common loon	<i>Gavia immer</i>	Pacific octopus	<i>Enteroctopus dofleini</i>
Double-breasted cormorant	<i>Phalacrocorax auritus</i>	<b>Fish (marine)</b>	
Gadwall	<i>Anas strepera</i>	California skate	<i>Raja inornata</i>
Great blue heron	<i>Ardea herodias</i>	Left-eye flounder	<i>Bothidae</i>
Greater yellowlegs	<i>Tringa melanoleuca</i>	Lingcod	<i>Ophiodon elongatus</i>
Green heron	<i>Butorides virescens</i>	Northern anchovy	<i>Engraulis mordax</i>
Gulls	<i>Larus</i> spp.	Pacific cod	<i>Gadus macrocephalus</i>
Harlequin duck	<i>Histrionicus histrionicus</i>	Pacific halibut	<i>Hippoglossus stenolepis</i>
Horned grebe	<i>Podiceps auritus</i>	Right-eye flounder	<i>Pleuronectidae</i>
Least sandpiper	<i>Calidris minutilla</i>	Rockfish	<i>Sebastes</i> spp.
Mallard duck	<i>Anas platyrhynchos platyrhynchos</i>	Sole	<i>Microstomus</i> spp.
Northwestern crow	<i>Corvus caurinus</i>	Wolf eel	<i>Anarrhichthys ocellatus</i>
Pigeon guillemot	<i>Cephus columba</i>	<b>Fish (freshwater)</b>	
Redhead	<i>Aythya americana</i>	Bull trout	<i>Salvelinus confluentus</i>
Ruddy duck	<i>Oxjura jamaicensis</i>	Cutthroat trout	<i>Onchorhynchus clarkii</i>

Table 1. Regionally Available Animals.

Common Name	Latin name	Common Name	Latin name
<b>Birds (terrestrial)</b>		<b>Fish (freshwater)</b>	
Snow goose	<i>Chen caerulescens</i>	Rainbow trout	<i>Onchorhynchus mykiss</i>
Surf scoter	<i>Melanitta perspicillata</i>	Salmon	<i>Oncorhynchus</i> spp.
Wood duck	<i>Aix sponsa</i>	Steelhead	<i>Salmo gairdnerii</i>
Northwestern crow	<i>Corvus caurinus</i>	Sturgeon	<i>Acipenser transmontanus</i>
Pigeon guillemot	<i>Cepphus columba</i>		
Redhead	<i>Aythya americana</i>		

Vegetation in the Puget Sound ecoregion falls within the *Pseudotsuga menziesii* (Western hemlock) vegetation zone, typically occurring between elevations of 1,800 and 3,950 ft (600 and 1,300 m) AMSL (Franklin and Dyrness 1973). The Puget Sound ecoregion differentiates itself by the inclusion of several species of pine trees and understory species in the hemlock communities, as well as stands of oak, grassland prairies, saltmarsh, bog communities, and deciduous forests (Franklin and Dyrness 1973, Brennan 2007). Many of these plants have been incorporated by Indigenous peoples as medicine, food, and other applications. Vegetal species are presented in Table 2.

Table 2. Regionally Available Plants.

Common Name	Latin name	Common Name	Latin name
Bigleaf maple	<i>Acer macrophyllum</i>	Rose	<i>Rosa</i> spp.
Blueberry	<i>Vaccinium alaskense</i>	Salal	<i>Gaultheria shallon</i>
Bracken fern	<i>Pteridium Aquilinum</i>	Salmonberry	<i>Rubus spectabilis</i>
Bunchberry dogwood	<i>Cornus canadensis</i>	Scouler's willow	<i>Salix scouleriana</i>
Cascade Oregon grape	<i>Berberis nervosa</i>	Self-heal	<i>Prunella vulgaris</i>
Currant	<i>Ribes</i> spp.	Spiny wood fern	<i>Dryopteris austriaca</i>
Devil's club	<i>Oplopanax horridus</i>	Stinging nettle	<i>Urtica dioica</i>
Douglas fir	<i>Pseudotsuga menziesii</i>	Strawberry	<i>Fragaria vesca</i>
Elderberry	<i>Sambucus</i> spp.	Sword fern	<i>Polystichum munitum</i>
Evergreen huckleberry	<i>Vaccinium ovatum</i>	Thimbleberry	<i>Rubus parviflorus</i>
Gorse	<i>Ulex europaeus</i>	Twinflower	<i>Linnaea borealis</i>
Hazelnut	<i>Corylus corunta</i>	Vine maple	<i>Acer circinatum</i>
Horsetail	<i>Equisetum arvense</i>	Western hemlock	<i>Tsuga heterophylla</i>
Lady fern	<i>Athyrium filix-femina</i>	<b>Marine Vegetation</b>	
Licorice fern	<i>Polypodium glycyrrhiza</i>	Bladderwrack	<i>Fucus vesiculosus</i>
Lodgepole pine	<i>Pinus contorta</i>	Bull kelp	<i>Nereocystis luetkeana</i>
Madrone	<i>Arbutus grandis</i>	Eelgrass	<i>Zostera marina</i>
Oceanspray	<i>Holodiscus</i> spp.		
Pacific dewberry	<i>Rubus ursinus</i>		
Ponderosa pine	<i>Pinus ponderosa</i>		
Red alder	<i>Alnus rubra</i>		
Red huckleberry	<i>Vaccinium parvifolium</i>		

The topography of the Eastern Puget Riverine Lowlands (2b) is dominated by floodplains and terraces sculpted by meandering rivers and accentuated by oxbow lakes and meander scars (Pater et al. 1998). Local elevations range from sea level to 800 ft (0–244 m) AMSL (Pater et al. 1998). The climate is marine-influenced, and annual precipitation averages 31–35 inches (in) (80–90 centimeters [cm]) (Brennan 2007). Local vegetation includes Western red cedar forest, western hemlock, some red alder, black cottonwood, bigleaf maple, and Sitka spruce (Pater et al. 1998). Freshwater and estuarine wetlands were common in the past and can still be found in the region, but many were drained to make way for pasture, cropland, and urban centers (Pater et al. 1998).

According to the Natural Resources Conservation Service (2025), the Project Area contains one soil type: Lynwood loamy sand (Table 3).

Table 3. NRCS Soil Descriptions within Project Area.

Soil Name	Parent Material	Horizons	% P/A
Lynwood loamy sand	Glacial outwash	Horizon I (0–1 in): loamy sand Horizon II (1–29 in): loamy sand Horizon III (29–60 in): sand	100%

The climate in the Puget Lowland was cool and moist at the end of the last glacial period. Climatic conditions gradually shifted to a warm temperate interval between 8,500–3,000 before present (B.P.) (Kruckeberg 1991:Table 2). Conditions then gradually cooled and settled into the present maritime climate with relatively mild temperatures and depending on location, humid marine air and precipitation (Kruckeberg 1991).

Annual precipitation averages 31.5–35.4 in (800–900 millimeters [mm]) in the Puget lowlands but can drop as low as 18.1 in (460 mm) in the rainshadow of the Olympic Mountains and in the San Juan Islands (Brennan 2007). The mean seasonal temperatures recorded at the Arlington weather station #450257 between 1922 and 2012 are 38.9° Fahrenheit (F) in winter and 60.5°F in the summer. Extreme temperatures of 7°F and 98°F have been recorded at the same station. Yearly precipitation averages 46.61 in (Western Regional Climate Center 2024).

## REGIONAL PRECONTACT BACKGROUND

The Project Area is located in the Southern Coast Salish culture region of the Northwest Coast (Suttles 1990). According to Carlson (1990), the cultural chronology of the region can be broadly split into four categories: Paleo Period, Early Period, Middle Period, and Late Period. Researchers have suggested that the first human inhabitants along the northwest coast arrived around 12,000 years Before Present (B.P.), nearly 2,000 years after the cordilleran ice sheet retreated north (Carlson 1990a). Earlier northwest coast sites in the Southern Coast Salish region generally date between 12,000 and 5,000 years B.P. (Carlson 1990).

Carlson (1990) does not provide an in-depth synthesis of the cultural materials associated with the Middle and Late Phases. Stein (2000) does provide an assessment of these two periods but also provides an alternate chronology based on San Juan Island and general northwest coast research. According to Stein (2000), who cites King (1950) and Borden (1950), five distinct phases characterize the southern Northwest Coast Chronology.

The Paleo Period includes the Fluted Point Tradition (12,000–8,500 years B.P.), the Paleoindian Phase (13,500–11,500 years B.P.), and the Cascade Phase (11,000–9,000 years B.P.); the Early Period includes the Pebble Tool Tradition (8,000–2,000 years B.P.), the Stemmed Point Tradition (8,500–6,000 years B.P.), and the Olcott complex (8,000–5,000 years B.P.) (Carlson 1990). The Middle Period spans from 5,000–2,500 years B.P. and is marked by major changes in tool typology, while the Late Period lasted from approximately 2,500–200 years B.P.

#### Paleo Period (12,000 – 8,000 years B.P.)

The Fluted Point Tradition spans between 12,000–8,500 years B.P. and includes finely fluted knives, and blade tools that are bifacially flaked (Carlson and Bona 1996). The bifacially flaked tools had a long, thin flake removed from both sides starting from the base and up through the center of the blade towards the distal end (Carlson and Bona 1996).

The Paleoindian Phase (King did not have a term for this) consisted of Clovis points or fluted points consistent with the Fluted Point Tradition (Stein 2000). The Paleoindian Phase lasted between 13,500–11,500 years B.P. (11,500–9,500 B.C.E.).

The Cascade Phase (also known as the Island Phase by King [1950]) lasted between 11,000–9,000 years B.P. (9,000–7,000 B.C.E.). The phase is characterized by an absence of shell material, the presence of terrestrial mammal remains, and leaf-shaped points (Stein 2000).

#### The Early Tradition (8,000 – 2,000 years B.P.)

The Pebble Tool Tradition spans between 8,000–2,000 years B.P. and appears to potentially predate the Fluted Point and Intermontane Stemmed Point Traditions according to Carlson (Carlson 1990). The Pebble Tool Tradition includes stone points or knives with a foliate shape without flutes or stems (Carlson and Bona 1996). The tradition is also characterized by numerous choppers and scrapers made from river cobbles which appear to be ubiquitous through time (Carlson and Bona 1996).

The Olcott Complex in Washington ranges in age from 8,000–4,500 years B.P. The term “Olcott” is a catch-all term used to describe biface tools that are broadly bi-pointed, or willow-leaf-shaped lanceolate points (Kenady et al. 2002). These tools are found throughout Washington but variations on shape and age range from eastern Washington to western Washington (Kenady et al. 2002). In general, Olcott tools have a pointed tip on one end and a rounded base on the other, and weakly sloped shoulders (Kenady et al. 2002). Typical tool assemblages of the Olcott, or

western stemmed tradition, include lanceolate blades with wide shoulders, prominent stems, and pressure flake removal during the final stages of tool manufacturing (Kenady et al. 2002). Olcott tools are thought to have been hafted into sockets that were hollowed out of wood shafts (Kenady et al. 2002).

The Microblade Tradition overlaps with the Olcott Tradition, ranging between 8,000–6,000 years B.P. (Carlson 1990). Early researchers suggest that microblade technology was introduced to the northern Northwest Coast by marine-oriented cultures as early as 8,000 years B.P., and its spread south becomes progressively more recent (Carlson 1990). Microblades are characterized as small, parallel-sided blades and the associated cores, where the segments were possibly inset into wood hafts (Carlson 1990). These tools would then be used for cutting edges or piercing (Carlson 1990).

The Locarno Beach/Mayne/St. Mungo Phases (also known as the Developmental Phase by King [1950]) lasted between 6,500–4,500 years B.P. (4,500–2,500 B.C.E.). This phase is characterized by the presence of shell material, fish, bird, and terrestrial mammal remains, bone tools, and stemmed points (Stein 2000).

#### Middle Period (3,500–2,500 years B.P.)

The Marpole Phase, known as the Maritime Phase by King (1950) and the Middle Period by Carlson (1990), lasted between 3,500–2,500 years B.P. (2,500–500 B.C.E.). The Marpole Phase is characterized by an abundance of shell and shell artifacts, a variety of artifact types, and triangular and stemmed points (Stein 2000). Stein (2000) suggests that the Marpole Phase in the Southern Coast Salish region is marked with a major change in tool typology and assemblage (Stein 2000). Stein (2000) suggests that the Marpole Phase saw a heavy reliance on wood materials that created a shift toward wood working stone tools and bone artifacts.

#### Late Period (2,000–200 years B.P.)

The San Juan Phase, also known as the Late Phase by King [1950] and Carlson (1990), ranged between 2,000 years B.P. to present (0 B.C.E. to present) (Stein 2000). The Late Period is characterized by shell material but much fewer artifacts (Stein 2000).

## **ETHNOGRAPHY**

Ethnographic sources that depict the geographic distribution of Indigenous traditional territories provide a general guide for identifying the range of occupation for Indigenous groups in the precontact and historic eras. However, these boundaries are oversimplified and should not be viewed as rigid considering that they are arbitrarily defined, with sharp lines that neither depict joint or disputed occupations, nor historical changes in range distributions prior to and after the early-to-mid 19th century (Walker, ed. 1998:viii). While these ethnographic sources provide a baseline for recognizing the ancestral homes of the groups that originally occupied the Project Area, it is important to recognize the variability in the geographic distribution of groups on the Plateau and the broader relationships between people and place that make these

boundaries permeable (see Thom 2009:179). According to the DAHP, the Project Area is in an "area of interest" for the the Sauk-Suiattle Indian Tribe, the Snoqualmie Tribe, the Stillaguamish Tribe of Indians, the Tulalip Tribes, and the Upper Skagit Indian Tribe (DAHP 2024).

**Sauk-Suiattle Indian Tribe** With the signing of a petition in February of 1930, the Sauk-Suiattle Tribe described their territory as inclusive of the Baker River, Baker Lake, and north to the Canadian Border, east to Cascade Crest, south to Indian Pass, and west to the Sauk River (Hollenbeck 1987). The tribe was sometimes known as a sub-group of the Skagit Tribe as they maintained villages along an upper tributary of the Skagit River (Hollenbeck 1987). However, permanent winter houses and villages were maintained along the Sauk River (Hollenbeck 1987). The traditional territory of the Suak-Suiattle Indian Tribe, "Sah-ku-me-hu", was close to the Whitehorse Mountain near the present-day towns of Darrington, Marbletown, and Rockport, Washington (Suak-Suiattle Indian Tribe 2023). The Tribe foraged, fished, and hunted within the Suak Prairie region and used canoes to navigate the Suak, Suiattle, Stillaguamish, Cascade, and Skagit Rivers (Suak-Suiattle Indian Tribe 2023).

Four house locations, some with indigenous names, are considered part of an extended village, *sák<sup>w</sup>bix<sup>w</sup>* (or "people of digging roots") (Hollenbeck 1987). *sák<sup>w</sup>bix<sup>w</sup>* was a large winter house location at the mouth of the Sauk River and Sauk prairie on the east side of the Sauk River; four winter houses were located there (Hollenbeck 1987). A summer house was located at Bedal near the confluence of the North and South Forks (Hollenbeck 1987). A known summer camp, *suyáx'bix* was along the Suiattle River, and just north of the mouth of the river was a camping location but once likely contained a house (Hollenbeck 1987). A camp site is identified on the south bank of the Suiattle at the confluence with the Sauk River, a village site and burial ground are identified near Darrington, and temporary camps were said to be located throughout the mountains (Hollenbeck 1987). Hollenbeck (1987) states that the Sauk Prairie was the main village of the Sauk River people, and that early ethnographers and visitors were shocked at the number of people living there.

Hollenbeck (1987) states that the Suiattle River basin was never inhabited on a permanent basis until the 1800s; however, the drainages were occupied seasonally, and temporary camps were located at the mouths of tributaries and favored fishing sites (Hollenbeck 1987). Camps were distinguished from temporary camps and villages; however, Hollenbeck (1987) does not describe how these were distinguished apart from location. Camps were often located near travel routes, berrying grounds, and mountain goat habitats, and would have only been occupied in warmer seasons (Hollenbeck 1987).

Villages generally had larger homes that could house multiple families, similar to large plank house styles of the coastal adjacent Salish. However, Hollenbeck (1987) notes that various structures would have been present in larger villages and may have included smaller mat lodges made of cattails. These could be easily moved and transported to seasonal camps or other locations. Small versions of cedar plank houses were sometimes erected at popular fishing sites (Hollenbeck 1987).

The Sauk-Suiattle Indian Tribe are currently a landless people; however, their people still live near the traditional territories (Suak-Suiattle Indian Tribe 2023). The Tribe inhabited an important village at Suak Prairie at the confluence of the Sauk and Suiattle Rivers (Suak-Suiattle Indian Tribe 2023). The village of eight cedar longhouses was destroyed in the 1880s by non-Indian settlers who claimed the land under the U.S. Homestead Act and Dawes Act (Suak-Suiattle Indian Tribe 2023).

Like most Pacific Northwest tribes, the Sauk-Suiattle adhered to seasonal subsistence, prompting movement through the landscape depending on faunal migration, plant cycles, and kinship. In the spring, the first green shoots of berries and other plants were gathered and eaten fresh (Hollenbeck 1987). In the fall, women would gather berries and dig roots. Root grounds were considered owned and group members would erect temporary shelters at them (Hollenbeck 1987). They were also skilled with horses and traded with numerous eastern Washington tribes (Suak-Suiattle Indian Tribe 2023).

Fish and fauna were extremely important for subsistence and seasonal movement. In spring, anadromous fish runs commenced and by June and July salmon harvesting was at its peak (Hollenbeck 1987). Fish weirs were erected; catching and drying of early chinook would have been the focus of activity along the river and stream banks (Hollenbeck 1987). In the fall, large hunting parties would gather and excursions to the uplands would be the predominant activity of men while women were conducting root digging and berrying activities (Hollenbeck 1987).

While the Sauk-Suiattle relied heavily on their inland and riverine territories, their allowance of other tribes to utilize their territory, and likely kinship ties through marriage, afforded them the right to travel to the coast for subsistence needs. Saltwater fish and shellfish provided nourishment, and the people voyaged in large seagoing canoes (Suak-Suiattle Indian Tribe 2023). Saltwater fish and shellfish were harvested in Padilla Bay, March Point, Fidalgo Bay, and other areas (Hollenbeck 1987).

In the winter, travel was limited, resources were scarce, and subsistence was dependent on stored supplies accumulated during the spring, summer, and fall months. The winter confined the Sauk-Suiattle people to their inland territories, as ice formed on the rivers and snow prevented expedient movement (Hollenbeck 1987). Hollenbeck (1987) notes that snowshoes were used for ease of travel (Hollenbeck 1987).

Information regarding ethnobotany for the Sauk Suiattle has been difficult to come by, and sparse whenever available. In the subsection, *Cultural History of the North Cascade*—Chapter 2 of Raymond et al. 2014—the text references foraging berries, roots, and mushrooms, but does not identify species or processing techniques, consumption style, storage, or notable foraging grounds (Raymond et al. 2014). Western red cedar (*Thuja plicata*) and Alaskan cedar (*Calliopsis nootkatensis*) were stripped of bark for clothing, basketry, mats, and various containers (Burtchard 2003 in Raymond et al. 2014).

**The Snoqualmie Tribe** The Snoqualmie, known as *sduk<sup>w</sup>álbix<sup>w</sup>* or Snoqualmoo in Lushootseed language, are part of the Southern Lushootseed culture area of the Southern Coast Salish tribes (Suttles and Lane 1990). The Southern Lushootseed area includes the lower Puget Sound region east of Hood Canal to the base of the Cascade Range and is bounded by the Nisqually and Deshutes rivers in the south and the confluence of the Skykomish and Snoqualmie rivers to the north (Suttles and Lane 1990). The Snoqualmie territory spans along the Snoqualmie River from its headwaters in the Cascade Mountains to the confluence of the Snoqualmie and Skykomish rivers. The Snoqualmie Tribe's ancestral territory includes Snoqualmie Falls and the surrounding lands (Salish Lodge Acquisition 2022).

For the Snoqualmie, their creation and history begin with the Snoqualmie Falls, a spiritual place of power and history for the tribe (Salish Lodge Acquisition 2022, Tollefson and Abbott 1993). Prior to embarking on hunting, fishing, and gathering expeditions, the Snoqualmie often performed sweat baths, cold plunges, and fasting at the base of Snoqualmie Falls (Tollefson and Abbot 1993:213).

The Snoqualmie lived in villages along the Snoqualmie River and consisted of one or more community longhouses (Tollefson 1987; 123). Approximately 96 longhouses provided home to anywhere between 4,000 and 5,000 individuals (Tollefson and Abbot 1993). Hodge (1910; 607) reported that the Snoqualmu (Snoqualmie) lived along the upper branches of the Snoqualmie River and numbered approximately 225 in 1857. These longhouses, or plankhouse, could hold up to 20 families and range between 40 ft and 120 ft long (Tollefson 1987). Central posts were often carved with guardian spirits of the head of the community and smaller, portable posts were carved with individual family spirits for their sections of the longhouse (Tollefson 1987). Village sizes could range from a single longhouse, like Cherry Creek site, to as many as 18 houses, like at Fall City site (Tollefson 1987). A central meeting longhouse, *Halalt*, was the location of important political meetings for the Snoqualmie people (Tollefson 1987). *Halalt* held significant social events, council meetings, and military conquests that were ultimately carved on the walls as record of the events (Tollefson 1987).

Early researchers of southern Coast Salish groups proposed that no larger chiefdom structure existed within the southern Coast Salish region (see Ballard 1929, Spier 1936, Barnett 1938, and Ray 1939 cited in Tollefson 1987). However, Haeberlin (Haeberlin and Gunther 1930) directly disputes this claim particularly for the Snoqualmie and Tollefson (1987) expands upon this concept. Tollefson (1987) proposed three levels of organization within Snoqualmie tribes: 1) village, 2) districts, and 3) chiefdom.

Each level of organization had a group of designated elders, a leader who presided over council, and a shaman to advise the leader (Tollefson 1987). The leader of the community longhouse often held authority over hunting trips, marriage proposals, potlach participation, and interfamily

problems (Tollefson 1987:124). Districts were often comprised of two or more villages along the same drainage systems and acknowledged a district chief (Tollefson 1987). Informants suggest that there were four districts within the Snoqualmie region, and each were responsible for specific tasks (Tollefson 1987).

The Monroe District guarded the mouth of the Snoqualmie River from enemies, the North Bend guarded the trade route to the Cascade Mountain Pass, the Fall City district served as the main military training center for the chiefdom, and the Told District functioned as the diplomatic center (Tollefson 1987:124). Although the language utilized in this section of Tollefson's article suggests that political organization was formalized and militant; it is unclear if these organizational structures and territory guarding were developed in response to the white settlement, disease, population decimation, and resource scarcity that accompanied colonization.

The Chiefdom, the highest level of political organization recognized by Tollefson, consisted of the four districts (Tollefson 1987:125). A high chief was approved by all of the people within the chiefdom and was the representative for all of the people's concerns (Tollefson 1987). The high chief acted as a counterbalance to the district chiefs, as the high chief generally had broader concerns than district chiefs (Tollefson 1987).

Due to the vast traditional territory of the four districts, the Snoqualmie are divided into two ecological zones, the riverine, and prairie. These are known as the Lower Snoqualmie and the Upper Snoqualmie (Tollefson and Abbott 1993). The Lower Snoqualmie riverine zone consists of dense woodlands, migrating salmon, smelt, red fish, and access to the diverse resources of the Puget Sound (Tollefson and Abbott 1993:212). The Upper Snoqualmie prairie zone consisted of large game such as deer, elk, bear, mountain goat, trout, roots, and plants vital for subsistence and medicine (Tollefson and Abbott 1993:212). All resources were considered shared and Lower and Upper Snoqualmie often traveled between ecological zones to take place in seasonal rounds and subsistence activities (Tollefson and Abbott 1993).

Snoqualmie people often traveled along the rivers and over the Cascade Mountains to pursue relationships (trade, kinship, or otherwise) with Puyallup and Nisqually and the Kittitas and Yakima (Suttles and Lane 1990). Movement was facilitated by trails along the rivers and through the mountains, or by shovelnose canoes (Suttles and Lane 1990, Tollefson and Abbott 1993:213). A prominent trading site was located in a prairie near Kimball Creek above Snoqualmie Falls and saw the movement of Coast Salish and Plateau goods across vast regions (Tollefson and Abbott 1993:213). Salt, salmon, oysters, clams, and berries from the coast were traded for deer, elk, and herbs from the Plateau (Tollefson and Abbott 1993).

Due to the vast network of trading relationships, it was not uncommon for marriage arrangements to be made at Kimball Creek camp between Snoqualmie and other Coast Salish or Plateau peoples (Tollefson and Abbott 1993:213). Intermarriage between Upper Snoqualmie and the Yakama and Wenatchi tribes often took place as they shared borderlands with the Plateau tribes (Tollefson and Abbott 1993).

**The Stillaguamish Tribe of Indians** The Stillaguamish Tribe of Indians (Stillaguamish) is comprised of descendants from the *Stoluck-wa-mish* River Tribe (Stillaguamish Tribe 2023). The Stillaguamish traditionally lived along the main branch of the Stillaguamish River, near present day Arlington and Stanwood, Washington (Stillaguamish Tribe 2023). The Stillaguamish signed the Treaty of Point Elliot in 1855; however, no reservation was created for the tribe (Stillaguamish Tribe 2023). Given the lack of a reservation, some Stillaguamish moved to the Tulalip Reservation, but most remained in their ancestral and usual places along the Stillaguamish River (Stillaguamish Tribe 2023). In 2014 the Stillaguamish were granted a 64-acre reservation for tribal facilities near the Stillaguamish River (Stillaguamish Tribe 2023).

The Stillaguamish people have lived along the Stillaguamish River since time immemorial. The work *Stulek<sup>w</sup>* means “river” in the Northern Lushootseed language, the Stillaguamish are the River People (Stillaguamish Tribe 2023). The canoe was the central mode of transportation up and down the Stillaguamish River, and connected people to other villages and important hunting, fishing, and gathering places (Ruby and Brown 2001). The Sauk Prairie was an important place where the Stillaguamish, Sauks, and Suiattles gathered to socialize and trade (Ruby and Brown 2001).

Higher elevations provided important game like bear and goats (Ruby and Brown 2001). Rivers provided the primary protein for the Stillaguamish diet in the form of salmon (Ruby and Brown 2001). Women often took responsibility of harvesting berries and bulbs for food, and grasses and other materials for crafts and household items (Ruby and Brown 2001). The inner lining of bark on evergreen trees was harvested to make clothing, mats, and blankets (Ruby and Brown 2001). After white contact and settlement, and prior to the formation of the Reservations, the Stillaguamish had small potato patches along the Stillaguamish River (Ruby and Brown 2001).

Similar to their neighboring tribes in the greater Puget Sound area, the Stillaguamish had a socially stratified society in which distinctions in class were identified (Suttles 1958). Village structure and intervillage relationships were abundant evidence for social stratification and class rank in general Coast Salish society (Suttles 1958). Division of labor within villages was both gender-based, and rank-based (Suttles 1958). Lower-class households would have been at the outskirts of the village or separate from the main village (Suttles 1958). Suttles (1958; 498) was informed that the Stillaguamish or Snohomish had a Village at Warm Beach on Port Susan. Central villages near Arlington had homes constructed of cedar slabs and planks and were located where the North and South forks of the Stillaguamish meet (Ruby and Brown 2001). The lower Stillaguamish River is the 22-mile stretch encompassing where the North and South Forks of the Stillaguamish River meet to the outlet in the Puget Sound. In the lower Stillaguamish River area, both small temporary villages and large permanent villages dotted the banks (Ruby and Brown 2001). At the mouth of the Stillaguamish was a permanent village called *Quadsak* (*Kikialluses*) (Ruby and Brown 2001).

Within villages, social stratification and rank dictated who made decisions for the village and who acted as headman for intervillage relationships (Suttles 1958). Leaders within the village were said to be of high rank, from a good family, and wealthy (Suttles 1958:500). Likely wealth played a very important role in societal rank due to the prevalence of potlatching and other ceremonies that the leader or headman would be expected to put on (Suttles 1958). Wealth came in a variety of forms including hereditary wealth of possessions, wealth of knowledge or knowledge regarding rituals, and wealth of rights to certain hunting, fishing, or gathering grounds and the associated materials required to successfully utilize those places (reef-net owners) (Suttles 1958:500).

**Tulalip Tribes** Ethnographic information on the Tulalip Tribe is scarce, likely because the Tulalip Tribe is a tribe composed of signatories and allied bands and tribes from the Treaty of Point Elliott in 1855. The constituent tribes of the Tulalip Tribe are part of the Southern Coast Salish culture group, and the Tulalip Reservation was established in the Northern Lushootseed language area (Suttles and Lane 1990). Ethnographic documentation within the Southern Coast Salish region predominantly begins in the 1820s with the establishment of the Hudson's Bay Company in the region (Suttles and Lane 1990). Constituent tribes of the Tulalip can be generally characterized as tribes that traditionally inhabited areas along the Puget Sound and the rivers which drain into the sound (Suttles and Lane 1990). This includes the Skykomish River, the Snoqualmie River, and the Snohomish River, among others. At the time of Wilke's Expedition (1841), approximately 2409 people were recorded as living in the Tulalip territory (Tulalip Tribes 2023).

The Southern Coast Salish, including the Tulalip, heavily relied on anadromous fish runs, vegetable foods, and land game for subsistence (Suttles and Lane 1990, Tulalip Tribe 2023). The Snoqualmie River, which is 1.4 mi (2.3 km) southeast from the Project Area, likely supported all five salmon species and steelhead (King County 2016). Fishing would have been conducted using fishing weirs, lift nets, or dip nets from elevated platforms along riverbanks where fish spawning events would occur (Suttles and Lane 1990). Along the Puget Sound, in the Tulalip Tribe region, herring and smelt were likely collected using herring rakes from canoes (Suttles and Lane 1990). Shellfish was another aquatic resource that was widely used in the Tulalip region. Littleneck clam, butter clam, horse clam, bay mussel, and many other species were collected in a variety of sandy bays and rocky shores (Suttles and Lane 1990).

Terrestrial resources were abundant and reliable in the Tulalip region. Hunting parties would often journey to inland hunting grounds where blacktail deer and elk were hunted (Suttles and Lane 1990). Pitfalls, drives, snares, bows and arrows, and dogs may have been employed in group efforts to hunt herds of deer and elk (Suttles and Lane 1990). Other terrestrial mammals hunted included black bear, beaver, racoons, marmots, and other small mammals (Suttles and Lane 1990).

Journey inland for hunting often coincided with foraging excursions where roots, berries, and nuts were gathered (Suttles and Lane 1990). Bracken, camas, and wapato included some of the important roots and bulbs that were gathered (Suttles and Lane 1990). These were processed for

winter storage and consumption when plant resources were scarce. Berries, including salmonberry, salal, huckleberry, blueberry, and more, were harvested and processed (Suttles and Lane 1990). Medicinal plants were also highly important and gathered throughout the year, and may have included cedar, nettles, fir, sage, Nootka Rose, horsetail, and more (Kalliber 2020).

Like the general Southern Coast Salish culture group, the constituent tribes of the Tulalip lived in plank houses during the winter months, and had hunting, gathering, and fishing locations throughout the area (Suttles and Lane 1990). Each winter plank house could hold one or more family groups, and several plank houses could be found in a single village (Suttles and Lane 1990). Residence within a particular village could be fluid, and dependent upon kinship ties formed through marriage (Suttles and Lane 1990).

The Tulalip Tribe is a representative tribe to the Snohomish, Snoqualmie, Skykomish, and other allied tribes of the 1855 Treaty of Point Elliot (Tulalip Tribes 2023). The treaty established that tribes maintained their fishing rights in usual and accustomed places, and established lands reserved for use and settlement by signatories of the Point Elliot Treaty (Tulalip Tribes 2023). Tulalip ancestors ceded millions of acres of ancestral lands in order to reserve the right to continue their culture and way of life (Tulalip Tribes 2023). Preserved rights included hunting, fishing, root gathering, berry harvesting.

**Upper Skagit Indian Tribe** The Upper Skagit have been described as a distinct group of Skagit people who lived inland and whose territory spans from just short of inland to the western flank of the Cascade mountains (Smith 1988). The Upper Skagit subsistence territory encompasses the upper Skagit River and well into the North Cascades National Park area (Smith 1988). Territorial description throughout the first portion of Smith's (1988) document is confusing at best and could be generally summarized as the territory encompassing the Sauk River and Skagit River. The most southern extent of the Skagit territory appears to terminate north of the Skykomish River watershed, and the most northern extent appears to overlap with the Thompson territory and the Canadian border.

The Skagit traditionally referred to themselves as *Hum-a-luh*, a Coast Salish term that translates to "the people"; however, other terms for the Skagit are variations of the name "(e.g. Sachet, Scadjat, Skagats, etc.)" (Smith 1988, 3). The Upper Skagit speech is derived from the Looshootseed (or Puget Sound Salish), which is part of the larger Salishan language family (Smith 1988). Smith (1988) claims that Upper Skagit language was not understood by speakers of Nooksack and Chilliwack on the coast, and substantially differed from Salish Thompson and Chelan languages spoken on the interior Puget Sound. However, Smith (1988) suggests bilingualism was common and that dialectical differences between Skagit villages were possible.

The territory of the Upper Skagit would have housed abundant salmon as the Skagit River is the largest watershed of the Puget Sound (Puget Sound Partnership 2023). Salmon runs continue in the lower Skagit; however, the upper Skagit River has been dammed obstructing salmon passage.

Culturally Upper Skagit subsistence practices and beliefs resemble a mixture of Coast Salish and interior Columbia Plateau practices (Smith 1988). Coastal traits noted by Smith (1988) are the reliance on salmon as a predominant source of nourishment and reliance on red cedar canoes for travel. Additionally, Upper Skagit lived in large permanent winter villages within longhouses or plank houses adorned with carvings of guardian spirits on main house posts (Smith 1988).

Upper Skagit cultural traits connected to the Plateau culture region include the relationship to deer, elk, and other land mammals—in addition to salmon—as principal food sources (Smith 1988). Basketry was practiced to create storage containers and watertight vessels for transportation of water, though this trait was considered to be very distinct to villages furthest up the Skagit River (Smith 1988). Possibly the most similar trait to Plateau region culture is the primacy of Coyote within oral narratives and legends (Smith 1988).

Political organization on the Northwest Coast was poorly understood in the early ethnographic period (Suttles 1963). Angelbeck and Grier (2012) suggested that Coast Salish peoples practiced an anarchic style of political organization where leaders could only lead through the support of the community. Centralized political organization was relatively absent in the Coast Salish territory; however, villages could be connected through kinship ties or other connections made by the headmen. Individuals were not beholden to stay within a given village and could often split their time between different villages based on kinship, marriage, or other ties and connections (Suttles 1963). While Upper Skagit lifeways are described by Smith (1988) as being a blend of Plateau and Coast Salish cultural traits, it is likely that anarchic political organizations described by Angelbeck and Grier (2012) were present in Upper Skagit society. Although the Upper Skagit had little political organization, potlatching was commonly practiced and social stratification into upper, middle, and slave classes was notable (Smith 1998).

While ethnographies such as those referenced above provide a useful means of understanding the traditional lifeways of Indigenous peoples, it is important to remember that Indigenous groups were, and continue to be, markedly complex, dynamic, and diverse. Uncritical applications of the ethnographic record to representations of past lifeways have the potential to produce reductionist views of tribes and bands that portray them as homogenous or static. The above depictions of the Sauk-Suiattle, Snoqualmie, Stillaguamish, Tulalip, and Upper Skagit peoples serve as generalized portrayals of the traditional lives of these groups and should be viewed in light of these complexities.

### **Ethnographically Named Places**

A review of ethnographies was undertaken to help identify any known ethnographic locations within or near the Project Area including the works of Nelson (1990) and Suttles and Lane (1990). Nelson (1990) and Suttles and Lane (1990) identified 10 ethnographically named places within 10.0 mi (16.1 km) of the Project Area (Table 4, Figure 4).

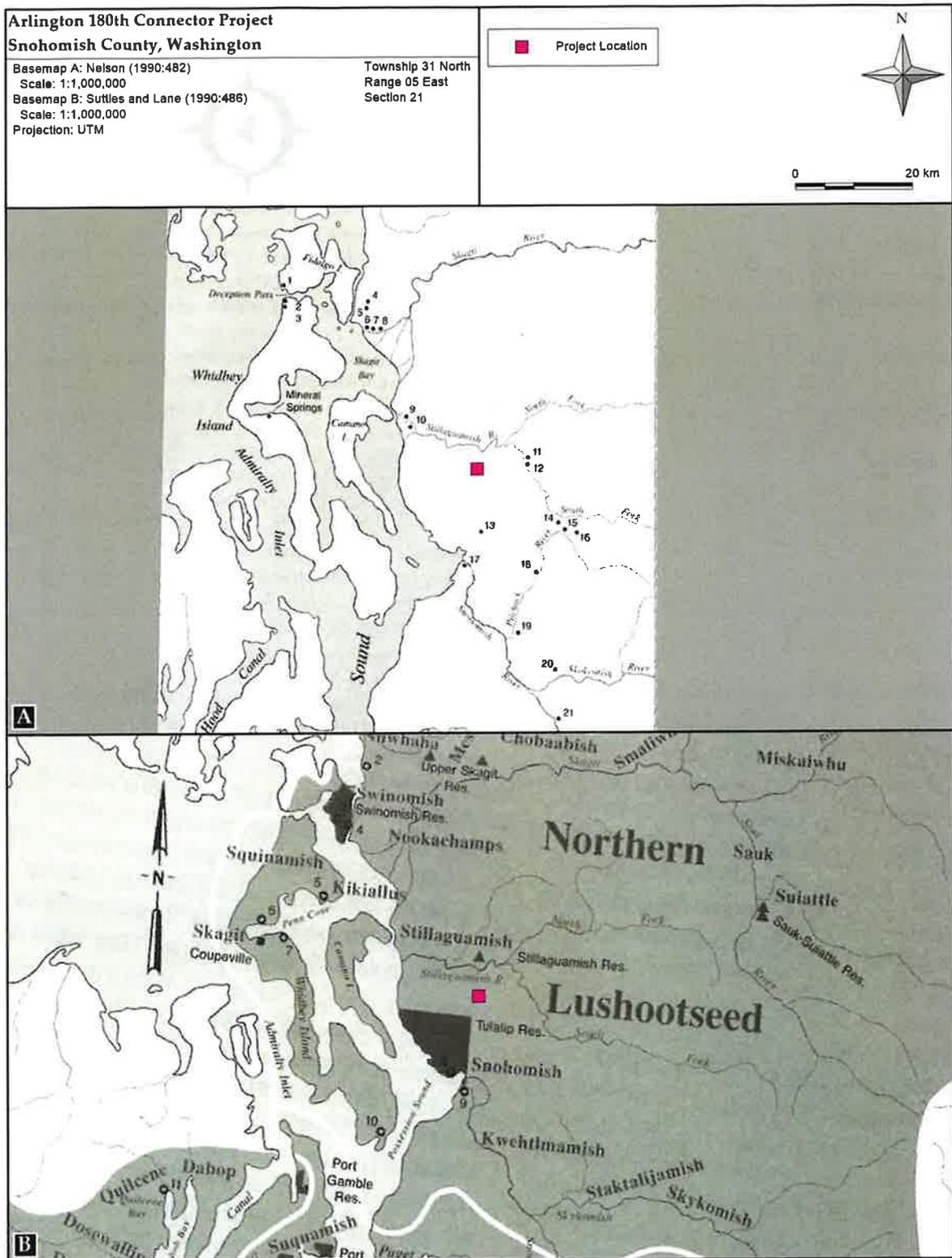


Figure 4. The Project Area shown in relation to ethnographic locations.

Table 4. Ethnographic Locations near the Project Area.

Traditional Name	Translation	Details
—	—	The Stillaguamish Reservation is 4.0 mi (6.4 km) north of the Project Area (Suttles and Lane 1990:486).
<i>Jim Creek</i>	—	This place is located 6.0 mi (9.7 km) east of the Project Area (Nelson 1990:482).
<i>Olcott</i>	—	This place is located 6.0 mi (9.7 km) east of the Project Area (Nelson 1990:482).
<i>Mattson</i>	—	This place is located 7.0 mi (11.3 km) south of the Project Area (Nelson 1990:482).
<i>Kwatsakwibxw</i>	—	This place is located 8.0 mi (12.9 km) northwest of the Project Area (Nelson 1990:482).
<i>čəłáqs</i>	"rocky point"	This place is located 9.0 (14.5 km) south of the Project Area (Suttles and Lane 1990:486).
<i>Drawbridge</i>	—	This place is located 9.0 mi (14.5 km) northwest of the Project Area (Nelson 1990:482).
<i>hibúleb</i>	—	This place is located 10.0 mi (16.1 km) south of the Project Area (Suttles and Lane 1990:486).
<i>Tusagou</i>	—	This place is located 10.0 mi (16.1 km) southeast of the Project Area (Nelson 1990:482).
<i>Hebolb</i>	—	This place is located 10.0 mi (16.1 km) south of the Project Area (Nelson 1990:486).

Plateau CRM has obtained a copy of Waterman (2001) for review of ethnographically named places within the Puget Sound region. Plateau CRM has not had an opportunity to digitize the maps or georeferenced this source; however, it appears that several ethnographically named places are located near the Tulalip Reservation which is located 3.0 mi southwest of the Project Area.

On Map 10.1, named place 3 is *Tuxkwa'ixkub*, known as a "place for using the dip net" (Waterman 2001: 332). The place is located along the shoreline just north of Tulalip, which is 8.5 mi (13.7 km) southwest of the Project Area. The term *kwa'ix* refers to a dip net affixed to a hoop and fastened between two poles, which was used for talking salmon from in front of a fish weir (Waterman 2001).

On Map 10.1, named place 5 is *Cteagks*, which translates to "outside, seaward promontory" which is a high point of land or rock projecting into the sea (Waterman 2001: 332). The location on the map appears to indicate that this is the north point projecting into Tulalip Bay, which is located 8.67 mi (14 km) southwest of the Project Area.

On Map 10.1, named place 4 is *Kwi'kwiks*, which translates to "skate promontory" which refers to the southern projecting point on Tulalip Bay (Waterman 2001: 332). This location is approximately 8.85 mi (14.2 km) southwest of the Project Area.

On Map 10.1, named place 6 is *Lk!aLale'gwEd* translates to “lying exactly in the middle,” which refers to the site of the Catholic Mission on the southern margin of Tulalip Bay (Waterman 2001: 332). This appears to be located approximately 8.95 mi (14.4 km) southwest of the Project Area.

On Map 10.1, named place 6a *luxu'e'lop* translates to “sand flat” for a level projecting rock or point in the inner part of the harbor of Tulalip Bay (Waterman 2001: 332). This place is located approximately 9 mi (14.5 km) southwest of the Project Area.

On Map 10.1, named place 7 *Tcaiya'lgo* translates to “hidden water” refers to a small spring on the coastline south of Tulalip (Waterman 2001: 332). This location may be approximately 10 mi (16.1 km) south of the Project Area; however, the information is not detailed enough to identify a more exact location.

In addition to the places named above, the Project Area also falls within the Ceded Land of the 1855 Treaty of Point Elliot. The Treaty of Point Elliot was signed at Muckl-te-oh on January 22, 1855 by the chiefs, head-men, and delegates of the Dqamish, Suquamish, Sk-kahl-mish, Sm-ahmish, Smalh-kamish, Skope-ahmish, St-kah-mish, Snoqualmoo, Skai-wha-mish, N'Quentl-ma-mish, Sk-tah-le-jum, Stoluck-wha-mish, Sno-ho-mish, Skagit, Kik-i-allus, Swin-a-mish, Squin-ah-mish, Sah-ku-mehu, Noo-wha-ha, Nook-wa-chah-mish, Mee-see-qua-quilch, Cho-bah-ah-bish, and other allied tribes and bands living in the Territory of Washington (Governor's Office of Indian Affairs 2024). The ceded lands generally ranged from the Canadian Border in the north, to just south of Tacoma, from the San Juan Islands in the west, to the North Cascades National Park in the east. Several pieces of land were set aside for certain tribes involved in the signing of the treaty for their exclusive settlement and use, with the exception of potentially necessary roads (Treaty of Point Elliot, Article 2, 1855). Lands were also set aside for the purpose of establishing agricultural and industrial schools for “Indian living west of the Cascade Mountains” in the Washington Territory (Treaty of Point Elliot, Article 3, 1855). With the signing of this treaty, tribes were forced onto the reservations mentioned in Articles 2 and 3 within one year of the ratification of the treaty or sooner (Treaty of Point Elliot, Article 4, 1855). The treaty aimed to guarantee fishing rights and usual and accustomed ground and stations, which also allowed for people to erect temporary housing and camps for the purpose of curing fish and establishing hunting and root/berrying camps on unclaimed lands (Treaty of Point Elliot, Article 5, 1855).

It should be noted that place names, landscape narratives, and Traditional Cultural Places (TCPs) are highly sensitive and often sacred. Native American traditional knowledge and landscape narratives are extensive within their traditional territories, which extend well-beyond current reservation boundaries and include the Project Area. Due to the significance of TCPs, as well as their esoteric and sacred importance, and out of genuine and reasonable concern for their safety, tribes often do not share information regarding TCPs, and published materials often do not reveal locations of sensitive properties or narratives. If further review of TCPs is required, it is recommended that one consult with the tribes directly.

TCPs are important for the “role the property plays in a community’s historically rooted beliefs, customs and practices” as stated in the *National Register Bulletin 38* (U.S. Department of the Interior 1990). Although these places can be difficult to identify and evaluate from an etic perspective, an initial search of pertinent publications can be helpful toward identifying the types of properties that may be expected. The *National Register Bulletin 38* goes on to state that “examples of properties possessing such significance include:

- a location associated with the traditional beliefs of a Native American group about its origins, its cultural history, or the nature of the world;
- a rural community whose organization, buildings and structures, or patterns of land use reflect the cultural traditions valued by its long-term residents;
- an urban neighborhood that is the traditional home of a particular cultural group, and that reflects its beliefs and practices;
- a location where Native American religious practitioners have historically gone, and are known or thought to go today, to perform ceremonial activities in accordance with traditional cultural rules of practice; and
- a location where a community has traditionally carried out economic, artistic, or other cultural practices important in maintaining its historic identity.”

### **Oral Histories**

Numerous collections of published oral histories were consulted to identify points of significance near the Project Area. These include publications by Costello (1895), Roche and McHutchison (1998), Brown (1977), Ruby and Brown (2001), and Thompson and Egesdal (2008).

Costello (1895) states that the mouths of the large rivers were highly important places throughout the Puget Sound area, and that marshes, tules, and tide lands were highly important landscape features associated with these rivers. The Stillaguamish River is the closest river to the Project Area and is located 2.0 mi (3.3 km) north. Several creeks, small ponds, and lakes surround the area and may contain some of the same environmental conditions Costello (1895) reports on as important subsistence and hunting locations.

## REGIONAL HISTORIC BACKGROUND

The first contact between the tribes of the Central Puget Sound region and Europeans was likely with Captain George Vancouver in 1792 as he explored Puget Sound and Hood Canal (Suttles and Lane 1990:499). Vancouver noted evidence of smallpox scarring on some Southern Coast Salish, and their possession of a few metal tools and objects, but their curiosity at his skin color suggested they had not met Europeans before (Suttles and Lane 1990:499). It took another 30 years before further contact impacted the people of this region. When the Hudson's Bay Company (HBC) established Fort Langley on the Fraser River north of the Central Puget Sound, Snohomish, Skagit, and others traded with them from 1827 on (Suttles and Lane 1990:499). Fort Nisqually was established in 1832 in what is now DuPont, Washington. Both forts were established to facilitate fur trading but became centers of agriculture when the fur trade declined (Metro Parks Tacoma 2023). The Puget Sound Agriculture Company, an outgrowth of the HBC, was formed in 1839 and raised cattle, sheep, and horses, as well as wheat, barley, oats, and peas (Metro Parks Tacoma 2023).

Captain Charles Wilkes charted the waters of Puget Sound in 1841 (Tulalip 2023) opening the way for the first Euro-American settlers to establish a presence at the head of Puget Sound in 1845 (Suttles and Lane 1990:500). In 1850, the Federal Donation Land Act granted to each settler to the Oregon Territory—including the Central Puget Sound region—320 acres of "free" land (King County 2023). The first settlers were led by Luther Collins who claimed land along the Duwamish River, and by the Denny Party at Alki Point in 1851 (Long 2006). Woefully underprepared and arriving late in the year, the two groups of settlers were able to survive the winter with help from members of the Duwamish Tribe (Long 2006). The settlement at Alki Point eventually grew into Seattle (Long 2006).

Coal was discovered on the shores of Bellingham Bay in 1852 (Lasmanis and Schasse 1982:3). Coal mining became such an important industry for the region that it ranked only second to lumber by 1890 (Lasmanis and Schasse 1982:3). Production peaked in 1900 with 700,000 tons shipped to San Francisco, California and then declined after 1910 when a rail line connecting the abundant coal fields of Wyoming, Utah, Montana, and British Columbia created stiff competition (Lasmanis and Schasse 1982:4). Coal mining bottomed out in 1965 but increased in importance again with the opening of a coal fired, thermoelectric plant in Centralia in 1970 (Lasmanis and Schasse 1982:5). However, competition from mines that were cheaper to operate prompted the closure of the last open-pit coal mine in Washington in 2006 (McCarty 2003).

In 1855, Governor Isaac Stevens concluded the Treaty of Point Elliott at Mukilteo in the newly created Washington Territory (Tulalip 2023). This established the boundaries of the Tulalip Reservation as they are today and was confirmed by Executive Order in 1873 (Tulalip 2023). It also created a permanent home for the Snohomish, Snoqualmie, Skagit, Suiattle, Samish, and Stillaguamish Tribes, and the allied bands living in the region (Tulalip 2023). By the 1850s the Tulalip and others engaged with the Euro-American economy by selling furs and other natural resources, farming, logging, fishing commercially, and providing their labor (Suttles and Lane 1990:500).

In January of 1856, after months of frustration and clashes with U.S. military personnel, Native Americans attacked the settlement of Seattle (Crowley and Wilma 2003). Two settlers were killed, and an unknown number of indigenous people were killed after a U.S. Navy sloop-of-war fired on the attackers (Crowley and Wilma 2003). There were no further attacks on settlers, but the conflict seeded anxiety amongst the settlers for a time (Crowley and Wilma 2003).

In 1857, Father Chirouse, a French Catholic missionary, established a Christian school for the boys of the Tulalip Reservation followed by the Sisters of Charity of Montreal who established a school for girls on the Reservation in 1868 (Tulalip 2023). Between 1857 and 1932, Native American boys and girls were removed from their families, placed in a boarding school on the reservation, and taught to read, speak, and write in English, learn American culture, and taught Christianity. They were expected to forget their native language and punished for speaking it. This had a huge impact on families and fundamentally reordered the Tulalip way of life (Tulalip 2023). To counteract the effects of language and culture loss, William Shelton, chief of the Snohomish, convinced the Tulalip Superintendent and the Secretary of the Interior to allow the Tulalip to build a longhouse in 1912. Shelton argued this was to commemorate the signing of the 1855 Treaty, but the Tulalip used it as an opportunity to teach their young people native songs, dances, traditions, history, and language (Valdillez 2018). The first Tulalip Treaty Days celebration was held in 1912 and continues to be held (Valdillez 2018).

The commercial logging industry began in earnest in 1876 when Canadian lumberman George Brackett purchased several parcels of land and founded the town of Brackett's Landing (Wilma 2003). Logging was an essential industry for much of the Central Puget Sound region creating sawmills, towns, and communities until the early 1910s (Wilma 2003). Catastrophic fire was an unfortunate byproduct of an economy based largely on wood. For example, Seattle's downtown burned to the ground in 1889 (Historylink 2014), and the Yesler Mill burned to the ground in 1895 (Boba 2016).

In 1887 Congress passed the General Allotment Act (Dawes Severalty Act), continuing the allotment of Tulalip Reservation land initiated in 1884. Ultimately, tribal members claimed all of the allotments, and none were sold off (Tulalip 2023). This allowed the Tulalip to retain control of their land granted by the 1855 Treaty. In 1934, the Indian Reorganization Act gave the Tulalip the right to self-governance. They created a set of bylaws and a constitution of their own and ratified them in 1936.

Fishing is central to Tulalip life. The commercial fishing industry, the creation of dams, the designation of steelhead as a game fish, and the effects of habitat destruction and pollution in Puget Sound and its adjacent drainages have all had a profound impact on the Tulalip Tribes. In 1916, the destruction of fish habitat was recognized, but the Tulalip had little recourse (Tulalip 2023). It took until 1930s for the first fish ladders to be installed on dams, allowing returning salmon to propagate (Tulalip 2023). In 1933 steelhead was declared a game fish, effectively restricting the Tulalip and other tribes from catching them for subsistence. It took a Supreme Court case, *Washington Department of Game v. Puyallup*, to settle the matter in 1973. The

decision granted them the right to fish steelhead and salmon and not be discriminated against in favor of sports fishermen (Justia 2023). In 1979 the First Salmon Ceremony was revived in the wake of the legal decision. Tulalip tribal member Glen Gobin recognized that the ceremony might not have been performed exactly as their ancestors had, but "we do it the best way we can" (McDonald 2004). In 1985, the Puget Sound Water Quality Authority was created by Governor Booth Gardner and included Tribal representatives (Tulalip 2023) giving them a voice in the wider affairs of Puget Sound.

### **Snohomish County**

Snohomish County was originally part of Island County until January of 1861. Snohomish County grew slowly during the settlement period between 1853 and 1889. Not until the arrival of the Great Northern Railroad (GNRR) did the county experience real growth, similar to every other community during the late nineteenth century. In fact, the rail line "brought a major boom down the Skykomish Valley to the new industrial city of Everett in the early 1890s. The towns of Index, Gold Bar, Startup and Sultan grew largely because they were situated along this railway" (Cameron 2024; COP 1906).

It was not only the railroads, but the timber industry thrived as well during this period. As Riddle states:

"Hoping the Great Northern Railroad would first touch tidewater here, Tacoma lumberman Henry Hewitt Jr. (1840–1918) convinced East Coast investors, including John D. Rockefeller (1839–1937) to invest in the city that was to become Everett. With Rockefeller money in the mix, other speculators soon joined, convinced that a Rockefeller venture could not fail. Thus the Everett Land Company was formed, and work crews began to clear land in 1891" (Riddle 2006).

By the late 1890s, Everett's economy was based mainly around "several major industries; a nailworks, a smelter, a whaleback bargeworks [cargo steamship], and a paper mill" (Riddle 2006). Though the economy suffered a downturn during the Silver Panic of 1893, by the end of the century these businesses were again beginning to thrive. Other industries were created including shipbuilding, breweries, flour mills and canneries.

By the 1910s and 1920s, "the predominant economy now was lumbering, with 130 lumber and shingle mills including Weyerhaeuser, Clough-Hartley", among many others (Riddle 2006). With the onset of the Great Depression that lasted through most of the 1930s, Snohomish County's lumber and mill infrastructure suffered greatly. Many mills closed and then restarted with limited success. Not until the onset of WWII did the conversion of mills to wartime industries take hold. Several wartime industries included the Everett Shipbuilding and Drydock Company (1942), along with the "Everett Marine Ways, the Carl E Edlund Shipyard, and the Stanwood Shipyard contracted to build ships for the Navy..."(Riddle 2006).

One of the lasting industries from the WWII- and postwar-era was the Boeing Company. Originally formed in the second decade of the twentieth century, the company thrived in the postwar period. It was in the late 1960s that Boeing built its first 747 plant at Snohomish County's Paine Field just outside of Everett (Cameron 2024). With the military leaving Paine Field the county could now focus on Boeing's commercial considerations. Over the years, "The Boeing Company has been the largest business both in size and economic impact to come to Paine Field" (Paine Field 2024). Other businesses followed such as Aviation Technical Services (ATS), among many others. At present, there are over fifty companies at Paine, employing nearly 30,000 people (Paine Field 2024).

As of 2006, Snohomish County was one of the fastest growing communities in the country. Its economy "...is a mix of technology, aerospace, service-based business, the building trades and tourism" (Riddle 2006).

**Arlington** Located in the northwestern part of Snohomish County, the town of Arlington sits at the junction of the north and south forks of the Stillaguamish River. Arlington became a significant enclave largely due to the arrival of railroads. Incorporated in 1903, Arlington became, "an important center for logging and agriculture. In addition to its shingle mills, general stores, hotels and services, it had a cooperative creamery, bank...and schools" (Oakley 2007). From the early 1910s through the early 1930s, the community experienced modest growth, with a growing dairy industry and shingle mills, still providing a somewhat steady economy until the onset of the Great Depression.

By the early to mid-1930s, many of the aforementioned industries began to shut down, but at the same time became beneficiaries of New Deal programs during the Franklin D. Roosevelt administration. Beginning in 1933, the Civil Conservation Corps. (CCC) and Works Progress Administration (WPA) set up camps to engage in employing local young men to work on civil projects. Essentially, citizens along with the above-mentioned agencies, "built sidewalks in Arlington and in 1936 worked on the high school" (City of Arlington 2024). Federal relief also aided in the construction of the Arlington Regional Airport, that would function as an air training facility during the Second World War. The land for the airport had been acquired in 1934, when "the Arlington Commercial Club leased 200 acres of forest land... Workers cleared and graded a 4,000-foot by 400-foot strip and surfaced it with asphalt. The airport took on importance when the Navy leased the airstrip from the City to supplement training facilities in Seattle in 1940." (Oakley 2007; City of Arlington 2024).

After the war, the airport went back to the city, where it became an important regional hub. Today, logging and agriculture still serve as the basis for its economy, as well as apartments and housing for commuters into Seattle and Everett.

**Cartographic Analysis of the Project Area**

The Project Area is located in the S½ NW¼ and the SW¼ NE¼ of Section 21 of Township 31 North, Range 05 East.

The 1875 cadastral map (McMicken 1875) shows no development, or significant geologic features in the vicinity of the Project Area (Figure 5A).

According to the Bureau of Land Management (2024), there have been no land patents granted inside or adjacent to the Project Area.

The 1911 Mount Vernon USGS topographic map shows a railroad in the adjacent aliquot to the east and an unimproved road in the adjacent aliquot to the west. A north/south oriented road is shown adjacent to the westernmost boundary of the Project Area (Figure 5B).

The 1956 Arlington USGS topographic map shows multiple unmarked structures adjacent to the Project Area. Bjorn Road is now labeled north of the Project Area. Arlington Airport is shown east of the Project Area. The town of Smokey Point is now labeled on the map (Figure 5C).

The 1956/1968 Arlington USGS topographic map shows more unmarked structures depicted adjacent to the Project Area and below it. (Figure 5D).

The 1956/1981 Arlington USGS topographic map shows even more unmarked structures adjacent, north and south of the Project Area than the previous map. A Mobile Home Park is depicted southwest of the westernmost portion of the Project Area (Figure 5E).

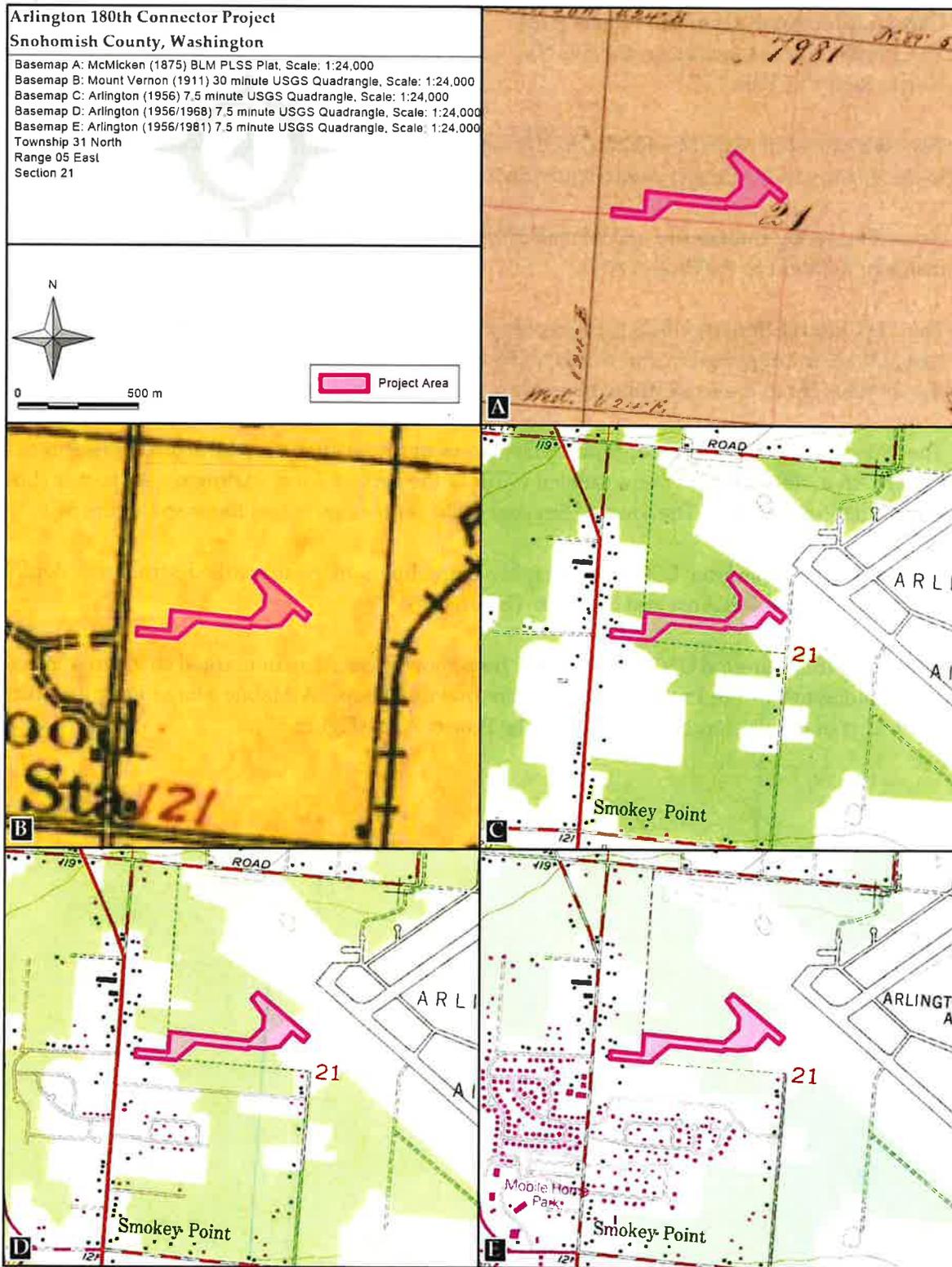


Figure 5. The Project Area shown on selected historic maps.

## PREVIOUS ARCHAEOLOGY

A review of previously recorded cultural resources and archaeological surveys was completed through the WISAARD on May 22, 2024. The review covered areas within Sections 17, 20, 21, 22, 27, 28, and 29 of Township 31 North, Range 05 East.

There have been 22 previously conducted cultural resource surveys within 1.0 mi (1.6 km) of the Project Area (Table 5). One of these surveys intersects with the Project Area (Shantry 2010). One of these surveys yielded newly recorded cultural resources (Bush et al. 2023).

Table 5. Previously Conducted Cultural Resource Surveys within 1.0 mi of the Project Area.

Author	Project	Distance from P/A	Results
Arthur 2021	51st Avenue NE Industrial Development	0.75–1.0 mi SE	Negative
Baldwin and Berry 2019	BYK Development at 16612 51st Ave NE	0.75–1.0 mi SE	Negative
Baldwin and Hillstrom 2021	Sather Farm Residential Development	0.75–1.0 mi SW	Negative
Baldwin and Solmo 2014	AT&T Mobility Project, SN2984 Arlington Municipal Airport	0.50–0.75 mi NW	Negative
Berger 2007	Community Transit North Park and Ride and Transit Center	0.50–0.75 mi SW	Negative
Berger and Gardner 2020	Northsound Corporate Park	0.75–1.0 mi SE	Negative
Berger and Reed 2010	Smokey Point Transit Center	0.25–0.50 mi SW	Negative
Blake 2017	Arlington Airport Business Park	0.25–0.50 mi SW	Negative
Boggs 2011	173rd Right-of-Way	0.25–0.50 mi S	Negative
Bush et al. 2023	19402 Smokey Point Boulevard	0.50–0.75 mi NW	455N00880
Chidley 2008	Marysville to Stillaguamish River Vic.	0.25–0.50 mi W	Negative
Crowser 2003	172nd Street NE and I-5 Interchange	0.50–0.75 mi SW	Negative
Ferris et al. 2020a	172nd Street	0.50–0.75 mi SE	Negative
Ferris et al. 2020b	172nd Street	0.75–1.0 mi SE	Negative
Hannah et al. 2024	43rd Avenue Northeast to 67th Avenue Northeast Widening	0.50–0.75 mi S	Negative
Hannum 2018	Smokey Point Apartments	0.25–0.50 mi S	Negative
Hovesak 2013	Sewer Line Excavations for Arlington O'Reilly Auto Parts Store #2	0.75–1.0 mi SW	Negative
Johnson 2020	40th Ave. NE & 172nd St. NE Signal and Median Improvement	0.50–0.75 mi S	Negative
Juell 2000	Washington Lanes	0.50–0.75 mi NW	Negative
Kassa 2016	Snohomish County PUD No.1 Arlington Remote Pole Yard	0.75–1.0 mi SE	Negative
Robinson 1999	SR 531: Milepost 6.99 to Milepost 8.59 Widening	0.50–0.75 mi S	Negative
Shantry 2010	Arlington Airport West Side Road	Intersecting	Negative
Stipe 2012	Smokey Point Commercial	0.50–0.75 mi SW	Negative

In 2010, Northwest Archaeological Associates, Inc. completed a cultural resource survey of the Arlington Airport West Side Road (Shantry 2010). The survey intersects the Project Area. A pedestrian survey was conducted, and 63 subsurface shovel probes (SSPs) were excavated. The subsurface investigation revealed no precontact or historical cultural resources in the Project Area.

In 2023, ERCI completed a cultural resource survey of the Smokey Point Boulevard Project (Bush et al. 2023). The survey was conducted 0.50–0.75 mi northwest of the Project Area. A pedestrian survey was conducted and 49 SSPs were excavated. The pedestrian survey and subsurface investigation revealed one precontact lithic isolate and a historic debris scatter of glass bottles of varying shapes and sizes (Bush et al. 2023).

The review revealed one cultural resource within 1.0 mi (1.6 km) of the Project Area.

Site 45SN00880, known as the Smokey Point Isolate, was originally recorded in 2023 (Johnson 2023). It is located 0.50–0.75 mi northwest of the Project Area. Isolates are deemed Not Eligible for inclusion on the NRHP. No associated cultural features were uncovered in the vicinity of the isolate (Johnson 2023).

The review has resulted in 16 total historic properties inventoried or derived from the Snohomish County assessor. Of these, six are recommended Eligible for inclusion in the NRHP (Table 6).

Table 6. NRHP Eligible Historic Properties Inventoried within 1.0 mi of the Project Area.

Property	Resource Name	Recorder(s)	Distance from P/A
48233	Arlington Municipal Airport—Fire Station	Spencer 2005b	0.75–1.0 mi E
48237	Arlington Municipal Airport—Hangar	Spencer 2005c	0.75–1.0 mi E
48239	Arlington Municipal Airport—Class C Overhaul Building	Spencer 2005d	0.75–1.0 mi E
48240	Arlington Municipal Airport—Warm Up Apron	Spencer 2005e	0.75–1.0 mi E
48241	Arlington Municipal Airport—Runways/Taxiways	Spencer 2005a	0.75–1.0 mi NE
48242	Naval Auxiliary Air Station	Boswell and Heideman 2011	0.75–1.0 mi NE

### Expected Properties

Previous archaeological investigations correlate Native American sites with areas that have relatively flat terrain, well drained soils, close proximity to water, and sweeping vistas. Major rivers, such as the Columbia, provided corridors where animals and people moved across the landscape. It is along these rivers that ethnographers and archaeologists have documented large village sites. Residence and food procurement was tied to the seasons, with small creeks typically associated with seasonal hunting and plant gathering by relatively small, task-oriented groups of people. Task campsites might manifest themselves as low to moderate densities of stone tools which are concentrated in one or more loci, hearths, and middens.

Visits through this area may manifest themselves as isolated finds. Typically, an item lost or discarded, an "isolate," provides important information about the types of areas occupied by past populations but is not considered eligible for listing on the NRHP.

The Project Area is located south of the Stillaguamish River and northeast of the Gissburg Twin Lakes. Both features are year-round water sources, which would have made the location of the Project Area attractive for human activity. Precontact use surrounding the Project Area is evidenced by ethnographic locations, including the Stillaguamish Reservation and villages within 10 mi (16.1 km) of the Project Area; as well as multiple cultural resource surveys conducted within 1.0 mi (1.6 km) of the Project Area. Therefore, precontact material potentially encountered within the Project Area may consist of lithic or faunal material associated with tool manufacturing and resource gathering at nearby Stillaguamish River.

Historic maps show historic settlement of the Arlington in 1956; the 1956 USGS topographic map shows the town of Smokey Point heavily developed. Previously identified historic archaeological sites within 1.0 mi (1.6 km) of the Project Area include a historic debris scatter (45SN00880). Given that the Project Area is located near heavy human development, potential historic archaeological material would likely relate to historic housing developments or farming, or, more generally, historic debris.

Overall, the location of the Project Area near the Stillaguamish River and the Gissburg Twin Lakes creates the possibility for encountering precontact cultural materials which would likely consist of tool manufacturing or hunting/fishing isolates. Potentially encountered historic materials would likely include general domestic debris from housing developments, as previously identified at site 45SN00880. However, development of housing areas would entail significant ground disturbance that would likely disturb any cultural materials. Therefore, modern testing of the Project Area is unlikely to identify new cultural materials, despite the location of the Project Area.

## FIELD METHODS

Survey work was completed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1983) and under the supervision of Principal Investigator, David Harder.

The crew conducted an intensive pedestrian survey over the majority of the Project Area. (Figure 6). The westernmost extent of the Project Area was not surveyed as private chain link fencing with barbed wire security arms prevented access. Pedestrian survey transects were spaced no greater than 20 m (66 ft) apart. All subsurface probes (SSPs) were excavated within the Project Areas as 40 cm holes (see Figure 6). SSPs were placed opportunistically throughout the Project Area. The archaeologists removed sediment in arbitrary 10 cm levels, screened spoils through ¼-inch wire mesh, and recorded sediment characteristics on standardized forms with the color, composition, and degree of compaction noted. The archaeologist took representative photographs of the Project Areas, and all SSPs and other relevant geospatial data were recorded using a handheld GPS unit.

## RESULTS

Plateau CRM archaeologists Josh Espen and Josh Blevins completed the cultural resource survey on March 25–26, 2025. The limits of the Project Area were identified using maps provided by the client. The Project Area includes an undeveloped, forested area west of Airport Boulevard and north of the residential properties along 179<sup>th</sup> Place NE, as well as a grassy area west of North County Fire Station #48. Portions of Airport Boulevard and hardscaped walkways adjacent to both road shoulders are also included in the Project Area. Within the forested portion of the Project Area, vegetation matches native vegetation as described in the Environmental Setting section of the report. Survey conditions were warm and sunny, with temperatures in the 60s. Prior to the field visit, a utility locate was requested under ticket #24241393: two subsurface utility lines were identified. One subsurface natural gas line was located within the center of the Project Area; no SSPs were placed within 15 m (50 ft) of the marked gas line.

The archaeologists conducted pedestrian survey consisting of north/south transects throughout the forested portion of the Project Area. One contoured transect was completed along Airport Boulevard. The westernmost portion of the Project Area was blocked by chain link fencing with barbed wire security arms which prevented access. Ground surface visibility varied between 0% in highly vegetated and hardscaped portions of the Project Area to 50% in the densely forested areas where the ground was exposed (Figure 7, Figure 8 and Figure 9).

On March 25, geoscientists were simultaneously conducting fieldwork within the Project Area. One percolation test pit had been excavated when archaeologists arrived on site. The test pit measured approximately 1 m x 1.5 m (3 ft x 5.0 ft) and approximately 2.5 m (8.2 ft) in depth. The side walls of the test pit were observed and photographed by archaeologists (Figure 10). No cultural resources were observed in the percolation test pit.

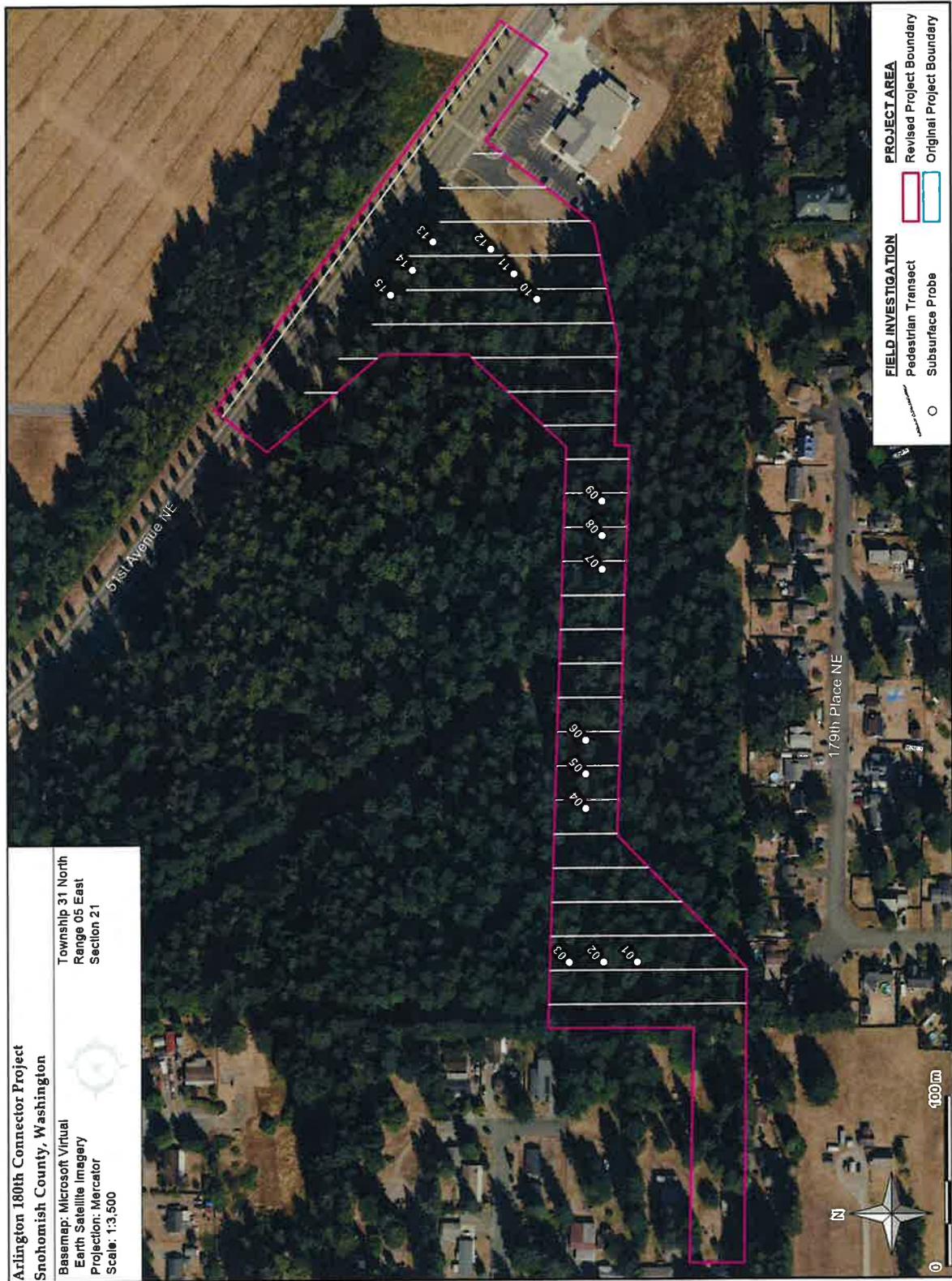


Figure 6. The Project Area and field investigation inventoried on an aerial photograph.



Figure 7. Overview of the Project Area. View to the northeast.



Figure 8. Overview of the Project Area. View to the southeast.



Figure 9. Overview of the Project Area. View to the east.



Figure 10. Overview of the percolation test pit showing the northwest sidewall.

A total of 15 SSPs were excavated throughout the Project Area (Table 7). Observed soil profiles within excavated SSPs consisted of sands, loamy sands, and sandy loams, and roughly matched those predicted by the NRCS model. SSPs ranged in depth from 94–100 cm (37.0–39.4 in), averaging 99.6 cm (39.2 in).

No precontact or historic-era cultural materials or features were observed during the pedestrian survey or excavations.

Table 7. Shovel Probe Results.

SSP#	NAD83 UTM Zone 10	Depth (cmbs)	Strats and Description	Results
1	0560997 E, 5334426 N	100	0–39 cmbs: Strat I: 7.5YR 3/4, dark brown, loamy fine sand with trace rounded to well-rounded coarse gravel. 39–100 cmbs: Strat II: 10YR 5/3, brown, sand with 10% rounded to well-rounded coarse gravel to cobbles.	Negative
2	0560996 E, 5334456 N	100	0–35 cmbs: Strat I. 35–100 cmbs: Strat II.	Negative
3	0560997 E, 5334483 N	100	0–53 cmbs: Strat I. 53–100 cmbs: Strat II.	Negative
4	0561083 E, 5334468 N	94	0–56 cmbs: Strat I. 56–94 cmbs: Strat II. Terminated at compact roots.	Negative
5	0561111 E, 5334468 N	100	0–55 cmbs: Strat I. 55–100 cmbs: Strat II.	Negative
6	0561136 E, 5334469 N	100	0–62 cmbs: Strat I. 62–100 cmbs: Strat II.	Negative
7	0561212 E, 5334461 N	100	0–59 cmbs: Strat I. 59–100 cmbs: Strat II.	Negative
8	0561242 E, 5334461 N	100	0–58 cmbs: Strat I. 58–100 cmbs: Strat II.	Negative
9	0561274 E, 5334462 N	100	0–64 cmbs: Strat I. 64–100 cmbs: Strat II.	Negative
10	0561381 E, 5334499 N	100	0–100 cmbs: Strat III: 7.5YR 3/4, dark brown, fine sandy loam with 40% subrounded to well-rounded gravel to cobbles.	Negative
11	0561395 E, 5334513 N	100	0–100 cmbs: Strat III.	Negative
12	0561409 E, 5334526 N	100	0–100 cmbs: Strat III.	Negative
13	0561413 E, 5334560 N	100	0–100 cmbs: Strat III.	Negative
14	0561396 E, 5334572 N	100	0–100 cmbs: Strat III.	Negative
15	0561382 E, 5334584 N	100	0–100 cmbs: Strat III.	Negative

## CONCLUSIONS AND RECOMMENDATIONS

Plateau CRM archaeologists conducted a pedestrian survey over the majority of the Project Area. The westernmost portion of the Project Area was blocked by chain link fencing with barbed wire security arms and was not available for survey. Fifteen SSPs were excavated opportunistically throughout the Project Area. The SSPs ranged in depth from 94–100 cm (37.0–39.4 in), averaging 99.6 cm (39.2 in). The pedestrian survey and subsurface investigations for the project resulted in no newly recorded archaeological resources. Plateau CRM recommends that the proposed undertaking will result in **No Historic Properties Affected**. An Unanticipated Discovery Plan (UDP) has been prepared and included in this report for use during all ground-disturbing work on the project. It is suggested that the UDP be included with the contract documents. The UDP is included in Appendix A.

Should ground-disturbing activities reveal any cultural materials (e.g., structural remains, European American artifacts, or Native American artifacts), activity will cease, and the Washington State Historic Preservation Officer should be notified immediately. The results and recommendations in this document concern the specified Project Area. The proponent is advised that the results and recommendations reported herein do not apply to areas of potential effect altered or expanded after the cultural resource survey. A supplementary cultural resource review will be necessary should the Project Area be altered or changed, as per 36 CFR 800.4.

If ground-disturbing activities encounter human skeletal remains during the course of construction, then all activity *will* cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains *will* be reported to the county medical examiner/coroner *and* local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and determine whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will determine whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

**WORKS CITED**

Angelbeck, Bill and Colin Grier

- 2012 Anarchism and the Archaeology of Anarchic Societies. *Current Anthropology*, 53(5); 547-587.

Arthur, Ed P.

- 2021 *Cultural Resources Survey for the 51st Avenue NE Industrial Development Project, Arlington and Marysville, Snohomish County, Washington*. Caldera Archaeology, Bend, Oregon. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Baldwin, Garth L. and Alex L. Berry

- 2019 *Cultural Resource Review for the BYK Development at 16612 51st Ave NE, Arlington, Snohomish County, Washington*. Drayton Archaeology, Blaine, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Baldwin, Garth and Keith Solmo

- 2014 *Cultural Resources Review for the AT&T Mobility Project, SN2984 Arlington Municipal Airport, Arlington, Snohomish County, Washington*. Adapt Engineering, Inc., Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Baldwin, Garth L. and Jeffrey K. Hillstrom

- 2021 *Cultural Resource Assessment for the Sather Farm Residential Development Project, Marysville, Snohomish County, Washington*. Drayton Archaeology, Blaine, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Ballard, Arthur C.

- 1950 Calendric Terms of the Southern Puget Sound. *Southwest Journal of Anthropology*, 6(1): 79-99.

Berger, Margaret and Charlie Reed

- 2010 *A Letter to Stephanie Hanson RE: Cultural Resources Assessment for the Smokey Point Transit Center Project, Arlington, Snohomish County, Washington*. Cultural Resource Consultants, Inc., Bainbridge Island, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Berger, Margaret

- 2007 *Cultural Resources Assessment for the Community Transit North Park and Ride and Transit center*. Western Shore Heritage Services, Inc., Bainbridge Island, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Berger, Margaret and Jessica Gardner

- 2020 *Cultural Resources Assessment for the Northsound Corporate Park, Marysville, Snohomish County, Washington*. Cultural Resource Consultants, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Blake, Karry L.

- 2017 *Cultural Resources Assessment of the Proposed Arlington Airport Business Park Project, Arlington, Washington*. WHPacific, Portland, Oregon. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Boba, Eleanor

- 2016 Yesler Mill on Union Bay. Electronic document, <https://historylink.org/File/11244>, accessed January 16, 2023.

Boeing Aircraft

- 2024 Boeing Chronology: Our History. Electronic resource, <https://www.boeing.com/history#anchor4>, accessed July 11, 2024.

Borden, Charles

- 1975 *Origins and Development of Early Northwest Coast Culture to about 3,000 B.C.* Archaeological Survey of Canada Mercury Series No. 45, National Museum of Man, Ottawa, Ontario.

Boswell, Sharon and Eileen Heideman

- 2011 National Register of Historic Places Registration Form, 45SN00350. Northwest Archaeological Associates, Seattle, Washington.

Brennan, James S.

- 2007 *Marine Riparian Vegetation Communities of Puget Sound*. Puget Sound Nearshore Partnership Report No. 2007-02. Published by Seattle District, U.S. Army Corps of Engineers, Seattle, Washington.

Brown, A. Ruth

- 1982 Soil Survey of Stevens County, Washington. Soil Conservation Service, U.S. Department of Agriculture, Washington, D.C.

Bush, Kelly

- 2023 State of Washington Archaeological Site Inventory Form: 45SN00881. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Bush, Kelly R., Leah Koch-Michael, and Ashley A. Yates

- 2023 *Archaeological Survey Report: Smokey Point Commercial and Residential Construction at 19402 Smokey Point Boulevard, Arlington, Snohomish County, Washington*. ERCI, Mount Vernon, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Burke Museum

- 2023a Welcome to Puget Sound! Electronic resource, <https://www.burkemuseum.org/static/FishKey/aboutps.html>, accessed January 10, 2023.
- 2023b Traditional Coast Salish Foods. Electronic resource, [https://www.burkemuseum.org/sites/default/files/2019-07/reviving\\_traditional\\_food\\_knowledge.pdf](https://www.burkemuseum.org/sites/default/files/2019-07/reviving_traditional_food_knowledge.pdf), accessed January 12, 2023.

Burt, William H., and Richard P. Grossenheider

- 1961 *A Field Guide to the Mammals*. The Peterson Field Guide Series, Houghton Mifflin Company, Boston.

Cameron, David

- 2024 A Brief History of Snohomish County, Washington. League of Snohomish County Heritage Organizations. Electronic resource, <https://snocoheritage.org/>, accessed July 11, 2024.

Carlson, Roy L. and Luke Robert Dalla Bona

- 1996 *Early Human Occupation in British Columbia*. Editors Roy L. Carlson and Luke Dalla Bona. UBC Press, Vancouver, British Columbia.

Chidley, Michael

- 2008 *A Letter to Dr. Allyson Brooks RE: Request for Determination of Effects Concurrence of the I5- Marysville to Stillaguamish River Vic. Project*. Washington State Department of Transportation. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

City of Arlington

- 2024 Airport History. Electronic resource, <https://www.arlingtonwa.gov/181/Airport-History>, accessed July 15, 2024.

Committee of Pioneers (COP)

- 1906 *An Illustrated History of Skagit and Snohomish Counties*. Interstate Publishing Company.

Costello, J.A.

- 1895 *The Siwash their Life Legends and Tales Puget Sound and Pacific Northwest*. The Calvert Company, Seattle, Washington.

Crowser, Hart

- 2003 *Cultural Resources Clearance Survey 172nd Street NE and I-5 Interchange Smokey Point, Snohomish County*. Northwest Archaeological Associates, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Crowley, Walt and David Wilma

- 2003 Native Americans Attack Seattle on January 26, 1856. Electronic document, <https://www.historylink.org/file/5208>, accessed January 16, 2023.

Department of Archaeology and Historic Preservation

- 2024 WISAARD. Electronic document, [dahp.wa.gov](http://dahp.wa.gov), accessed May 22, 2024.

Encyclopedia of Puget Sound

- 2023 Custom Species Lists. Electronic resource, <https://www.eopugetsound.org/species/custom-lists>, accessed January 11, 2023.

Ferris, Jennifer M., Trevor H. Payne, and Emily R. Scott

- 2020 *Cultural Resources Survey for the 172nd Street Project, Arlington, Snohomish County, Washington—Amendment 1*. Cardno, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Ferris, Jennifer M., Trevor Payne, and Michelle Sadlier

- 2020 *Cultural Resources Survey for the 172nd Street Project, Arlington, Snohomish County, Washington—Amendment 1*. Cardno, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Franklin, Jerry F., and C.T. Dyrness

- 1973 *Natural Vegetation of Oregon and Washington*. USDA Forest Service Research Paper PNW-80. Pacific Northwest and Range Experiment Station, Portland.

Fryxell, Roald and Richard D. Daugherty

- 1962 *Schematic Geoarchaeological Chronology for Eastern Washington and Related Areas*. Department of Anthropology, Washington State University, Pullman, Washington.

Governor's Office of Indian Affairs

- 2024 Treaty of Point Elliot, 1855. Online resource, <https://goia.wa.gov/tribal-government/treaty-point-elliott-1855>, accessed July 3, 2024.

Haberlin, H. and Erna Gunther

- 1930 The Indians of Puget Sound. *University of Washington, Publications in Anthropology* 4(1).

Hannah, Kate, Bryan Hoyt, Chris Lockwood, and Chanda R. Schneider

- 2024 *State Route 531—43rd Avenue Northeast to 67th Avenue Northeast Widening Project, Snohomish County, Washington—Cultural Resources Assessment*. ESA, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Hannum, Michelle

- 2018 *Cultural Resources Assessment for Smokey Point Apartments, Snohomish County, Washington*. SWCA Environmental Consultants, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

History Link

- 2014 *Elementary Level: The Great Fire of Seattle*. Electronic document, <https://historylink.org/File/10743>, accessed January 16, 2023.

Hodge, Frederick Webb

- 1910 *Handbook of American Indians North of Mexico*. *Smithsonian Institution Bureau of American Ethnology, Bulletin 30, Volume 2*; pp. 606–607.

Hovesak, Mark

- 2013 *Archaeological Monitoring of Sewer Line Excavations for Arlington O'Reilly Auto Parts Store #2, Smokey Point Boulevard., Snohomish County, Washington*. Rosario Archaeology LLC, Bellingham, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Ingles, Lloyd G.

- 1965 *Mammals of the Pacific States: California, Oregon, and Washington*. Stanford, California.

Jamestown Tribe

- 2023 *A Selection of Pacific Northwest Native Plants: Traditional and Modern Harvest and Use*. A Jamestown S'Klallum Tribal Publication. Electronic document, <https://www.jamestowntribe.org/history/Tze-whit-zen%20village%20site.pdf>, accessed January 12, 2023.

Johnson, Jack

- 2020 *Cultural Resources Assessment for the 40th Ave. NE & 172nd St. NE Signal and Median Improvement Project, Arlington, Washington*. Perteet, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.
- 2023 *State of Washington Archaeological Site Inventory Form: 45SN00880*. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Juell, Kenneth E.

- 2000 *Cultural Resources Inventory of the Proposed Washington Light Lanes Projects Regeneration Station Surveys*. Northwest Archaeological Associates, Inc, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

Justia

- 2023 *Department of Game v. Puyallup Tribe*, 414 U.S. 44 (1973). Electronic document, <https://supreme.justia.com/cases/federal/us/414/44/>, accessed January 10, 2023.

Kalliber, Kim

- 2020 Learning the medicine of Native plants. *Tulalip News*, February 12, 2020. Electronic document, <https://www.tulalipnews.com/2020/02/12/learning-the-medicine-of-native-plants/#:~:text=Whether%20by%20burning%2C%20extracting%20or,and%20numerous%20diseases%20for%20coastal>, accessed July 22, 2024.

Kassa, Sonja

- 2016 *Cultural Resources Assessment for the Snohomish County PUD No.1 Arlington Remote Pole Yard Project, Arlington, Snohomish County, Washington*. Cultural Resource Consultants, Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

King, Arden

- 1950 *Cattle Point: A Stratified Site in the Southern Northwest Coast Region*. *Society for American Archaeology*, Memoir No. 7 (xii-94).

Kenady, Stephen M., Robert R. Mierendorf, and Randall F. Schalk

- 2002 *An Early Lithic site in the San Juan Islands: Its Description and Research Implications*. National Park Service, Seattle, Washington.

King County

- 2016 Stream Report, Snoqualmie River, Fisheries. Electronic document, <https://green2.kingcounty.gov/streamdata/watershedinfo.aspx?Locator=SngDuvall>, accessed July 22, 2024.
- 2023 King County History. Electronic document, [https://kingcounty.gov/depts/records-licensing/archives/findarchives/KChistory\\_guide.aspx](https://kingcounty.gov/depts/records-licensing/archives/findarchives/KChistory_guide.aspx), accessed January 16, 2023.

Kruckeberg, Arthur R.

- 1991 *The Natural History of Puget Sound Country*. University of Washington Press. Seattle.

Lasmanis, Raymond and Henry W. Schasse

- 1982 *Washington's Coal: History and Future Development Potential*. Washington Department of Natural Resources, Division of Geology and Earth Resources, Olympia, WA.

- Long, Priscilla  
2006 King County—Thumbnail History. Electronic document, <https://historylink.org/File/7905>, accessed January 16, 2023.
- Lothson, Gordon A.  
1977 *Archaeological Reconnaissance and Phase II Testing of Oroville Urban Levees*. Progress Report No. 52, Washington Archaeological Research Center, Washington State University, Pullman.
- McCarty, Laura  
2003 Coal in the Puget Sound Region. Electronic document, <https://www.historylink.org/File/5158>, accessed January 16, 2023.
- McDonald, Cathy  
2004 First Salmon Ceremony Welcomes the Returning Salmon. AAANativeArts.com. Electronic document <https://www.aaanativearts.com/first-salmon-ceremony-welcomes-the-returning-salmon> accessed January 10, 2023.
- McGrath, C.L., A.J. Woods, J.M. Omernik, S.A. Bryce, M. Edmondson, J.A. Nesser, J. Shelden, R.C. Crawford, F.A. Comstock, and M.D Plocher  
2010 *Ecoregions of Washington*. U.S. Geological Survey. Reston, Virginia (map scale 1:1,350,000).
- McMicken, William  
1875 Cadastral Map: Township 31 North, Range 05 East. Electronic document, [blm.gov](https://www.blm.gov), accessed May 22, 2024.
- Meinig, Donald W.  
1968 *The Great Columbia Plain: A Historical Geography, 1805–1910*. University of Washington Press, Seattle.
- Metro Parks Tacoma  
2023 Fort Nisqually History. Electronic document, <https://www.metroparkstacoma.org/place/fort-nisqually-living-history-museum/>, accessed January 16, 2023.
- Natural Resources Conservation Service  
2024 Web Soil Survey. Electronic document [www.nrcs.usda.gov](https://www.nrcs.usda.gov) accessed May 22, 2024.
- Nelson, Charles.  
1990 Prehistory of the Puget Sound Region. In *Northwest Coast*, edited by Wayne Suttles, pp. 481–484. Handbook of North American Indians, Vol. 7, William C. Sturtevant, general editor, Smithsonian Institution, Washington D.C.

## Oakley, Janet

- 2007 Arlington—Thumbnail History. Electronic resource, <https://www.historylink.org/File/8416>, accessed July 11, 2024.

## Paine Field

- 2024 Paine Field's History. Electronic resource, <https://www.painefield.com/130/Paine-Fields-History>, accessed July 15, 2024.

## Pater, D.E., S.A. Bryce, T.D. Thorson, J. Kagan, C. Chappell, J.M. Omernik, S.H. Azevedo, and A.J. Woods

- 1998 Ecoregions of Western Washington and Oregon (two-sided color poster with map, descriptive text, summary tables, and photographs). U.S. Geological Survey. Reston, Virginia (map scale 1:1,350,000).

## Puget Sound Estuarium (PSE)

- 2023 Overview of Puget Sound. Electronic resource, <https://pugetsoundestuarium.org/about/about-puget-sound/>, accessed January 9, 2023.

## Puget Sound Partnership

- 2023 Electronic resource, <https://www.psp.wa.gov/shared-salmon-strategy/watersheds/watershed-skagit.htm>, accessed May 31, 2023.

## Rice, Jeff

- 2022 What drives Puget Sound's 'underwater Amazon'? Electronic document, <https://www.eopugetsound.org/magazine/ask-scientist-puget-sound-underwater-amazon>, accessed January 16, 2023.

## Riddle, Margaret

- 2006 Snohomish County—A Thumbnail History. Electronic resource, <https://www.historylink.org/file/7877>, accessed July 15, 2024.

## Robinson, Joan M.

- 1999 *A Cultural Resource of Washington State Department of Transportation's SR531: Milepost 6.99 to 8.59 Widening Project*. Archaeological and Historical Services Eastern Washington University, Cheney, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

## Ruby, Robert H., and John Arthur Brown

- 2001 *Esther Ross, Stillaguamish Champion*. University of Oklahoma Press, Norman.

#### Salish Lodge Acquisition

- 2022 History: Snoqualmie Falls is the Place of Creation to the Snoqualmie People. Online resource, <https://salishlodge.snoqualmientribeweb.us/history-2/>, accessed December 07, 2022

#### Schroedl, Gerald F.

- 1973 The Archaeological Occurrence of Bison in the Southern Plateau. Reports of Investigations No. 51. Laboratory of Anthropology. Washington State University, Pullman, Washington.

#### Schuster, J. Eric

- 2005 Geologic Map of Washington State. Washington Division of Geology and Earth Resources. Olympia, Washington (map scale 1:500,000).

#### Shantry, Kate

- 2010 *Cultural Resources Assessment for the Arlington Airport West Side Road Project, Snohomish County, Washington*. Northwest Archaeological Associates, Inc., Seattle, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

#### Smith, Allan H.

- 1987 *Ethnography of the North Cascades*. Center for Northwest Anthropology, Washington State University, Pullman.

#### Spencer, Michael

- 2005a Washington State Historic Property Inventory. Property #48241. On file at the Department of Archaeology and Historic Preservation, Olympia, Washington.
- 2005b Washington State Historic Property Inventory. Property #48233. On file at the Department of Archaeology and Historic Preservation, Olympia, Washington.
- 2005c Washington State Historic Property Inventory. Property #48237. On file at the Department of Archaeology and Historic Preservation, Olympia, Washington.
- 2005d Washington State Historic Property Inventory. Property #48239. On file at the Department of Archaeology and Historic Preservation, Olympia, Washington.
- 2005e Washington State Historic Property Inventory. Property #48240. On file at the Department of Archaeology and Historic Preservation, Olympia, Washington.

#### Stillaguamish Tribe

- 2023 The Stillaguamish Tribe—About Us. Online resource, <https://www.stillaguamish.com/about-us/>, accessed February 01, 2023.

## Stipe, Frank

- 2012 *Smokey Point Commercial Cultural Resource Survey, Snohomish County, Washington*. Tetra Tech, Bothell, Washington. On file at the Department of Archaeology and Historic Preservation in Olympia, Washington.

## Suttles, Wayne

- 1958 Private Knowledge, Morality, and Social Classes among the Coast Salish. *American Anthropologist*, 60(3); 497-507.
- 1963 The Persistence of Intervillage Ties among the Coast Salish. *Ethnology*, 2(4); 512-525.

## Suttles, Wayne and Barbara Lane

- 1990 Southern Coast Salish. In *Northwest Coast*, edited by Wayne Suttles, pp. 485-502. Handbook of North American Indians, Vol. 7, William C. Sturtevant, general editor, Smithsonian Institution, Washington D.C.

## Thompson, M. Terry and Steven M. Egesdal.

- 2008 *Salish Myths and Legends One People's Stories*. University of Nebraska Press, Lincoln, Nebraska.

## Thorson, T.D., S.A. Bryce, D.A. Lammers, A.J. Woods, J.M. Omernik, J. Kagan, D.E. Pater, and J.A. Comstock,

- 2003 Ecoregions of Oregon (color poster with map, descriptive text, summary tables, and photographs): U.S. Geological Survey. Reston, Virginia (map scale 1:1,500,000).

## Tollefson, Kenneth D. and Martin L. Abbott

- 1993 From Fish Weir to Waterfall. *American Indian Quarterly*, 17(2): 209-225.

## Tollefson, Kenneth D.

- 1987 The Snoqualmie: A Puget Sound Chiefdom. *Ethnology*, 26(2): 121-136.

## Treaty of Point Elliot

- 1855 Treaty of Point Elliot, 1855. Online resource, <https://goia.wa.gov/tribal-government/treaty-point-elliott-1855>, accessed July 3, 2024.

## Tulalip Tribes

- 2023 Electronic document, <https://www.tulaliptribes-nsn.gov/WhoWeAre/AboutUs>, accessed January 10, 2023.

## U.S. Department of the Interior

- 1990 *Guidelines for Evaluating and Documenting Traditional Cultural Properties in National Bulletin #38*. U.S-Department of the Interior, National Park Service, Interagency Resources Division.

## U.S. Environmental Protection Agency

- 2013 Level III ecoregions of the continental United States. USEPA-National Health and Environmental Effects Research Laboratory. Corvallis, Oregon (map scale 1:7,500,000).
- 2016 Ecoregions of the Pacific Northwest (Idaho, Oregon, Washington). USEPA-National Health and Ecological Effects Research Laboratory, Western Ecology Division. Corvallis, Oregon (map scale 1:1,500,000).

## U.S. Geological Survey

- 1911 Topographic Map: Mount Vernon, Washington 7.5' Series.
- 1956 Topographic Map: Arlington, Washington 7.5' Series.
- 1956/1968 Topographic Map: Arlington, Washington 7.5' Series.
- 1956/1981 Topographic Map: Arlington, Washington 7.5' Series.

## University of Washington (UW)

- 2023 Geology of the Puget Sound Basin. Electronic resource, <http://www.cev.washington.edu/lc/CLFISH497/Web2.html#WHAT>, accessed January 9, 2023.

## Valdillez, Calvin

- 2018 Tulalip Prepares for Treaty Days. Tulalip News. Electronic document, <https://www.tulalipnews.com/wp/2018/01/17/tulalip-prepares-for-treaty-days/>, accessed January 10, 2023.

## Watson, Kenneth Greg

- 1999 Native Americans of Puget Sound, A Brief History of the First People and Their Cultures. Electronic document, <https://www.historylink.org/File/1506>, accessed January 10, 2023.

## Waterman, T.T.

- 2001 *sda?da?gʷət dibə t læšucid ?acaci #albiᵂ Puget Sound Geography Original Manuscript from T.T. Waterman*. Editors Vi Hillbert, Jay Miller, and Zalmay Zahir. Lushootseed Press, Seattle, Washington.

## Western Regional Climate Center

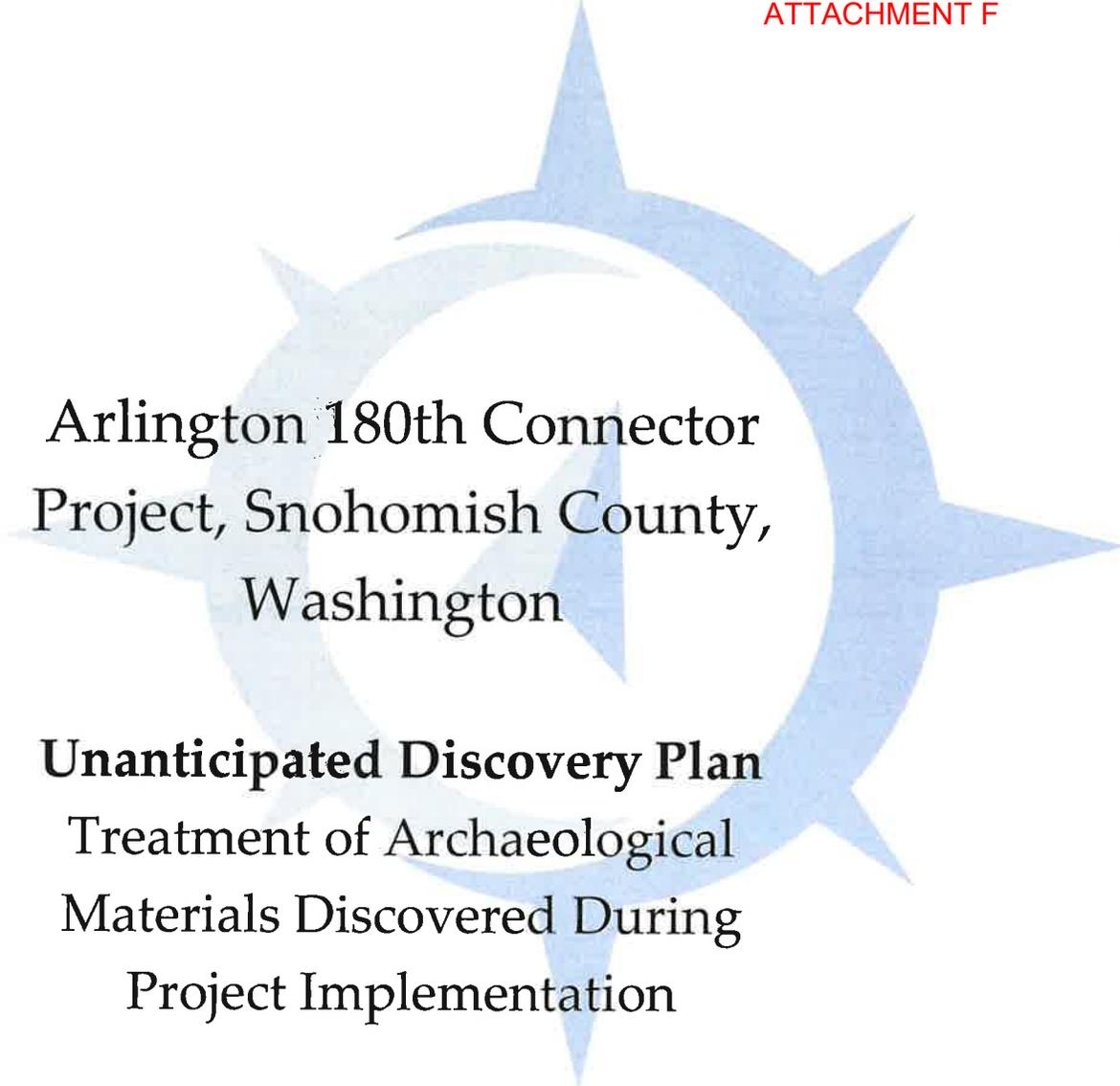
- 2024 Arlington, Washington (450257) weather station. Electronic document, [www.wrcc.sage.dri.edu](http://www.wrcc.sage.dri.edu), accessed May 22, 2024.

## Wilma, David

- 2003 Bothell—Thumbnail History. Electronic document, <https://historylink.org/File/4190>, accessed January 16, 2023.

**APPENDIX A**

Unanticipated Discovery Plan



Arlington 180th Connector  
Project, Snohomish County,  
Washington

**Unanticipated Discovery Plan**  
Treatment of Archaeological  
Materials Discovered During  
Project Implementation

By:

Justin Fitzpatrick



April 2025

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

---

SCJ Alliance is preparing to complete the Arlington 180<sup>th</sup> Connector Project in Arlington, Washington (Figure 1). The road construction will connect Smokey Point Boulevard and 43rd Avenue Northeast along a stretch of previously undeveloped land. The roadway will feature two travel lanes, a 5.0-foot-wide sidewalk on one side, and a 12-foot-wide multiuse trail on the other. This roadway will be partially located on the Arlington Airport and bordered by an active industrial development. Approximately 650 feet of the new road will be located inside of the CIC/Airport property and approximately 650 feet will be located outside and pass through a horizontal mixed use zoned area.

SCJ Alliance retained Plateau CRM to complete the cultural resource survey and identify potential impacts to cultural and historical resources. The area of potential effect, referred to as the Project Area, covers approximately 11.8 acres and lies in Section 21 of Township 31 North, Range 05 East, Willamette Meridian (Figure 2). The survey was subsequently reported in *Cultural Resource Survey for the Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington* (Espen et al. 2025).

Pre-field research consisted of a file review completed through the Washington Information System for Architectural and Archaeological Records Data (WISAARD) on May 22, 2024. The review covered areas within Sections 17, 20, 21, 22, 27, 28, and 29 of Township 31 North, Range 05 East. This review revealed one cultural resource and 22 previously conducted cultural resource surveys within 1.0 mile (mi) (1.6 kilometer [km]) of the Project Area. This database includes recorded archaeological resources, historic property inventories (HPIs), National Register of Historic Properties (NRHP) and Washington Heritage Register (WHR) properties, identified cemeteries, and previously conducted cultural resource surveys found throughout the state of Washington. Additionally, a review of Bureau of Land Management (BLM) records, both General Land Office (GLO) online records and land patent information, was completed. Topographic maps and aerial photos were reviewed to identify additional indicators of past land use.

Plateau CRM archaeologists conducted a pedestrian survey and excavated 15 subsurface probes. The pedestrian survey covered most of the area of potential impact, except the area that archaeologists could not access, due to a fence. Subsurface probes were placed opportunistically throughout the area of potential impact. No Native American or historic-era cultural materials or features were observed during the pedestrian survey or excavations. Plateau CRM recommends that the proposed undertaking will result in No Historic Properties Affected.

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

---

**Laws and Regulations Regarding Archaeological and Cultural Resources**

Several laws and regulations, set forth on both federal and state levels, address concerns for burials, rock cairns, archaeological sites, historic structures, and other cultural resources. Those pertinent to this project are The State Environmental Policy Act and several chapters of the Revised Code of Washington.

SEPA requires state agencies to consider the effects of undertakings on historic properties and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) as appropriate to help identify the area of potential effect (APE) and the level of effort necessary to comply. This is intended to be done prior to the expenditure of funds or issuance of a license or permit, although it is recognized that some properties may not be identified, recognized, or discovered until the project begins.

Chapter 27.44 of the Revised Code of Washington offers protection for Indian burials, cairns, glyptic markings, and historic graves on private and public property. This regulation provides civil and criminal penalties for the intentional disturbance or removal of these types of properties.

Chapter 27.53 of the Revised Code of Washington requires that a permit be acquired through the Washington State Department of Archaeology and Historic Preservation (DAHP) prior to the intentional disturbance, excavation, removal, or alteration of any known historic or archaeological resource through any means.

Chapter 68.50 of the Revised Code of Washington describes the investigations, treatment, scientific study, and final disposition of human remains. This chapter includes very little information that pertains to the inadvertent discovery of archaeological materials.

Chapter 68.60 of the Revised Code of Washington outlines protections for cemeteries, historic graves, and other human remains. This chapter further outlines procedures pertaining to the inadvertent discovery of human remains.

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

---

**Unanticipated Discovery Plan**

Proper application and management of this Unanticipated Discovery Plan requires that a professional archaeologist be contacted if ground-disturbing activities reveal potential Native American or historic-era cultural materials or features (Figure 3, Figure 4, and Figure 5). The archaeologist shall meet the Secretary of the Interior's standards for a professional archaeologist as defined at 36CFR61 Appendix A. Construction within 200 ft (60 m) of the discovery will stop, and the area will be secured to protect the find from additional damage. The archaeologist will document the find, prepare a brief written statement, and take photographs of the find for submission to the lead agency and the SHPO at the DAHP. The find will also be reported to the THPO of the the Sauk-Suiattle Indian Tribe, the Director of Archaeology and Historic Preservation of the Snoqualmie Tribe, the THPO of the Stillaguamish Tribe of Indians, Cultural Resources for the Tulalip Tribes, and Cultural Resources for the Upper Skagit Tribe. It is the responsibility of the lead agency, City of Arlington, to contact the affected Tribes. This consultation process will take place even if the pre-contact or historic-era cultural materials appear to have lost their depositional integrity. Work within 200 ft (60 m) of the find will not resume until a plan for management or preservation of the materials has been approved. Following the project, the archaeologist will provide a report detailing the procedures and results of the investigation.

During the investigation, the archaeologist will observe rules of safety and will comply with any safety requirements of the excavation contractor and project engineers. Entry into any excavation will only be done under the direct supervision and approval of the construction foreman (or his or her agent) and verification that entry and exit is safe.

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

---

**Inadvertent Discovery of Human Remains**

If ground-disturbing activities encounter human skeletal remains during the course of construction, then all activity *will* cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains *will* be reported to the county medical examiner/coroner *and* local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and determine whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will determine whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

---

**Protocol to Follow When No Archaeologist is Present**

If an archaeologist is not on-site when cultural materials (e.g., pre-contact artifacts and/or features, historic-era artifacts and/or features) are uncovered, the following steps shall be followed:

- Suspend work within 200 ft (60 m) of the find.
- Record a GPS point if possible.
- Contact Plateau CRM by telephone to notify us of the find.
- Provide an email with any additional information you are able to gather.

**Precontact Artifacts** Precontact artifacts can include stone, wood, or bone tools. Stone tools are the most common artifact encountered since they do not deteriorate over time.

**Precontact Features** Precontact features can include fire pits, hearths, burn deposits, ash, rock alignments, rock mounds, and midden deposits.

**Historic-Era Artifacts** Historic-era artifacts may include various items manufactured from metal, glass, or wood. If an individual identifiable historic artifact is encountered, the above protocol should be followed. "Historic-era artifacts" does not include "recent" items such as chip bags, styrofoam, modern beverage cans and bottles, or other typical roadside debris.

**Historic-Era Features** Any identifiable remains of buildings, foundations, rock alignments, or rock mounds might be historic-era features.

**Human Remains** Human remains, suspected human remains, burials, funerary objects, sacred objects, or items of cultural patrimony are to be treated in the manner outlined above. **Additionally, Plateau CRM is to be notified by phone immediately.**

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

---

Emergency Dispatch in Snohomish County

Sheriff, non-emergency	360-568-0888
Snohomish County Coroner	425-438-6200

Sauk-Suiattle Tribe

Kevin Joseph, THPO	360-436-0333
	<a href="mailto:kjoseph@sauk-suiattle.com">kjoseph@sauk-suiattle.com</a>

Snoqualmie Tribe

Steven Mullen-Moses, Director of Archaeology and Historic Preservation	
	425-292-0249 ext. 2010
	<a href="mailto:steve@snoqualmietribe.us">steve@snoqualmietribe.us</a>

Stillaguamish Tribe of Indians

Nakita Strangeways, THPO	360-652-7362 ext. 226
	<a href="mailto:nstrangeways@stillaguamish.com">nstrangeways@stillaguamish.com</a>

Tulalip Tribes

Richard Young, Cultural Resources	360-716-2652
	<a href="mailto:ryoung@tulaliptribes-nsn.com">ryoung@tulaliptribes-nsn.com</a>

Upper Skagit Tribe

Scott Schuyler, Cultural Resources	360-854-7009
	<a href="mailto:sschuyler@upperskagit.com">sschuyler@upperskagit.com</a>

Department of Archaeology and Historic Preservation

DAHP Reception	360-586-3065
DAHP fax	360-586-3067
Guy Tasa, State Physical Anthropologist	360-586-3534
	Guy.Tasa@dahp.wa.gov
Dennis Wardlaw, Transportation Archaeologist	360-485-5014
	dennis.wardlaw@dahp.wa.gov

Plateau CRM

Main Office/Fax	509-332-3830
Emily Whistler, Archaeologist	714-955-2433 (cell)
	<a href="mailto:ewhistler@plateau-crm.com">ewhistler@plateau-crm.com</a>

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

---

**WORKS CITED**

Andrefsky, William A., Jr.

- 1998 *Lithics: Macroscopic Approaches to Analysis*. Cambridge Manuals in Archaeology, University Printing House, Cambridge, United Kingdom.

Department of Archaeology and Historic Preservation

- 2024 WISAARD. Electronic document accessed at [dahp.wa.gov](http://dahp.wa.gov) on May 22, 2024.

Espen, Josh L., Fulgham, Samantha, Justin Fitzpatrick, and David A. Harder

- 2025 *Cultural Resource Survey for the Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington*. Plateau CRM, Pullman, Washington.

Lyon, Joshua

- 2015 *The Collector's Ultimate Guide to Canning Jars*. Electronic document, [countryliving.com](http://countryliving.com), accessed February 7, 2017.

Sappington, Robert Lee

- 1994 *The Prehistory of the Clearwater River Region, North Central Idaho*. University of Anthropological Reports, No. 95. Alfred W. Bowers Laboratory of Anthropology, University of Idaho, Moscow.

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

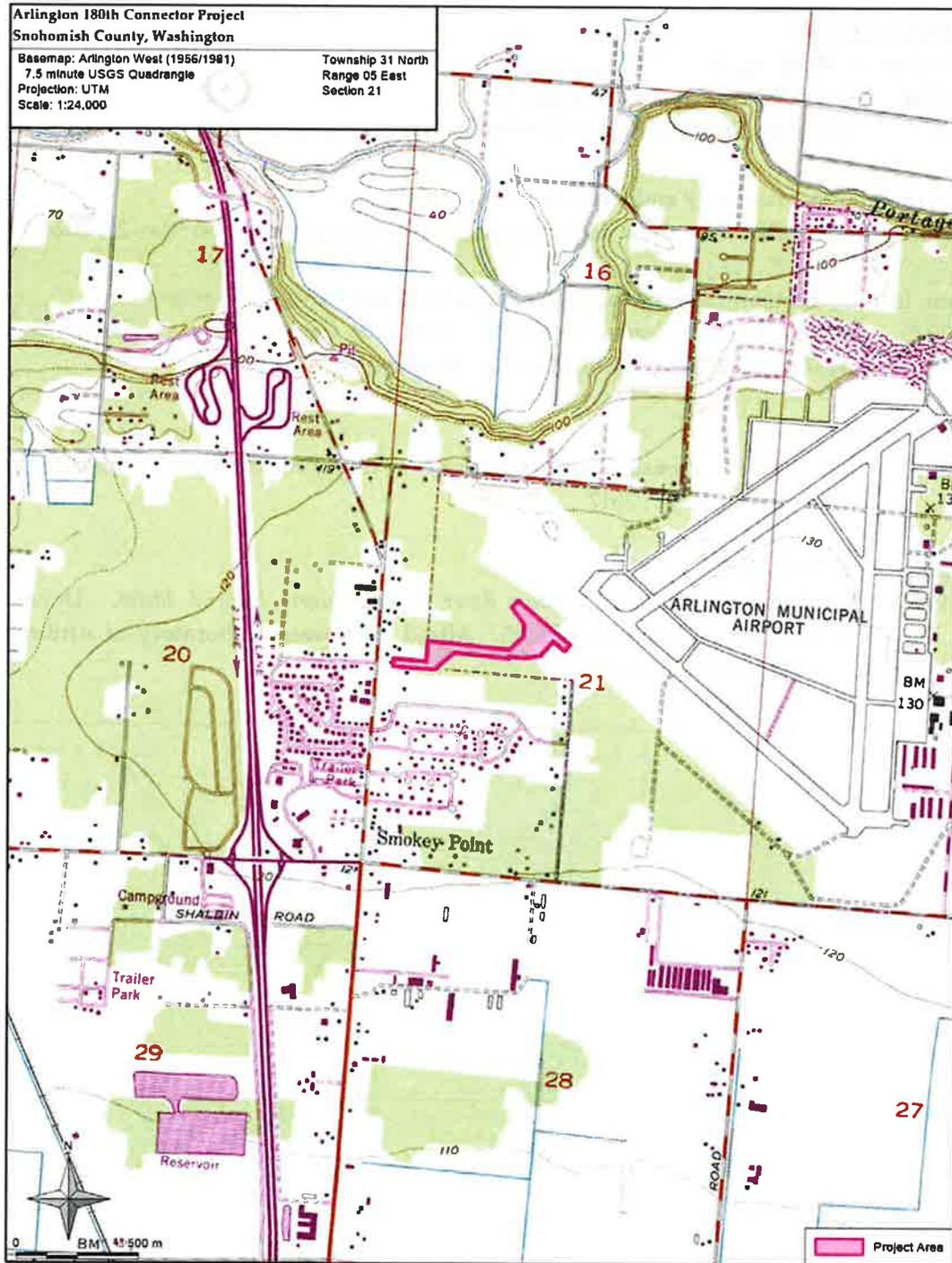


Figure 1. The Project Area on a portion of the Arlington West USGS topographic map.



Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
Unanticipated Discovery Plan and Treatment of Archaeological Materials

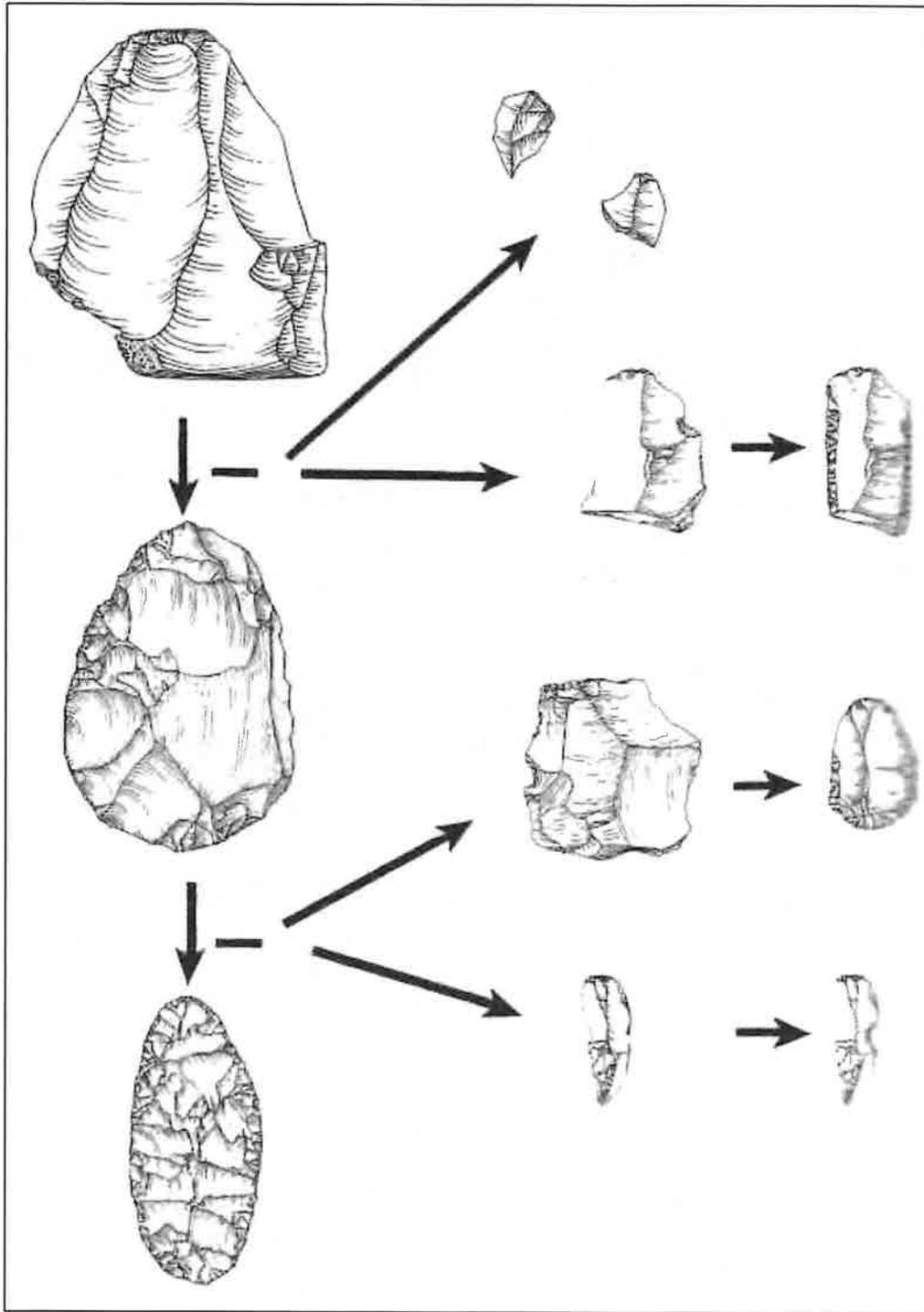


Figure 3. Reduction of a lithic blank to a tool (Andrefsky 1998:158).

Arlington 180<sup>th</sup> Connector Project, Snohomish County, Washington  
 Unanticipated Discovery Plan and Treatment of Archaeological Materials

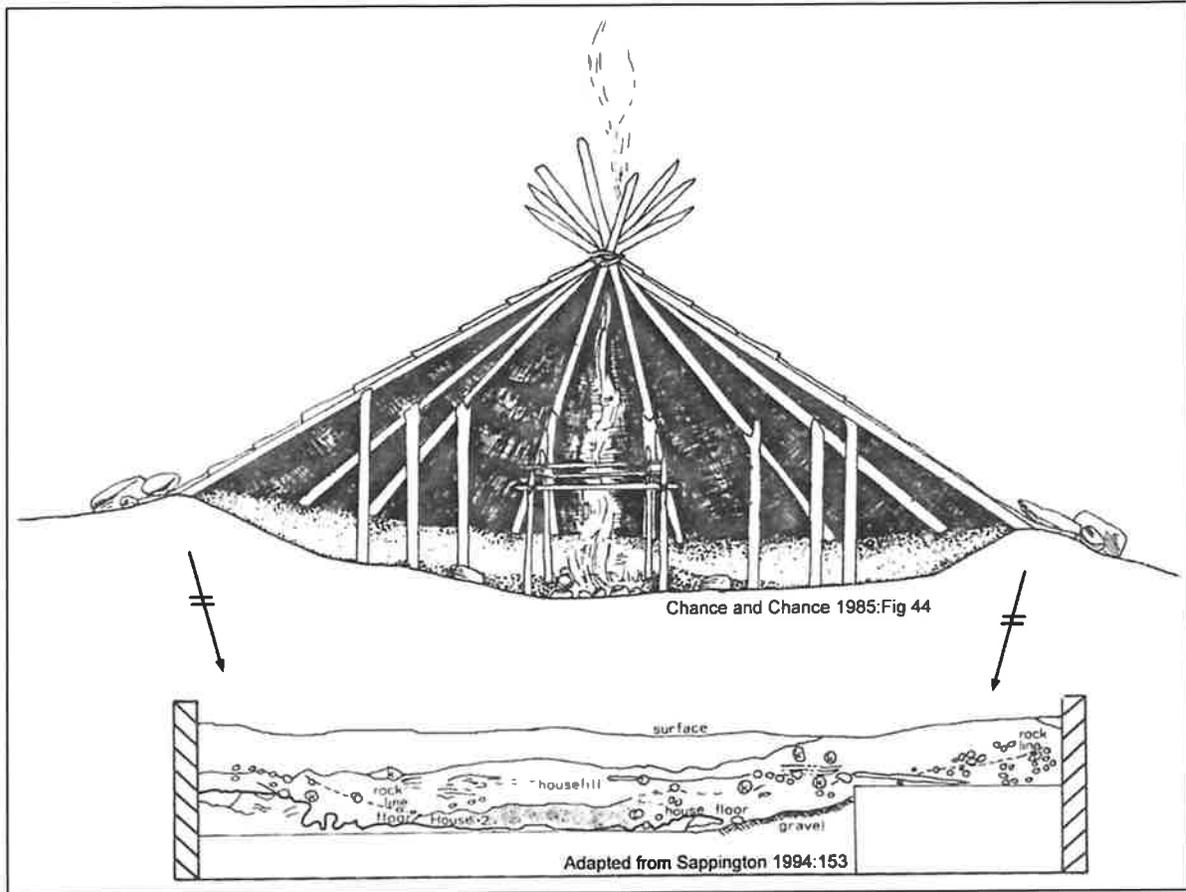


Figure 4. An illustration of a house pit and the resulting archaeological feature (Sappington 1994:153).

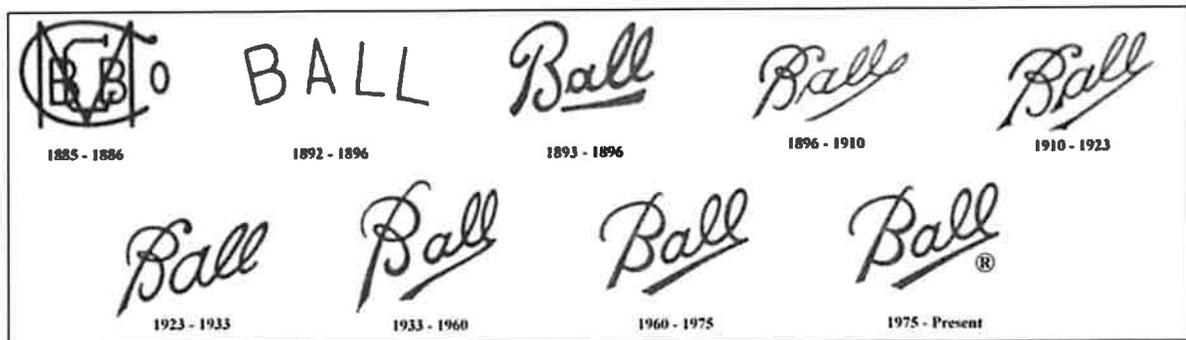


Figure 5. An example of logo changes over time, which can aid in determining the date of historic artifacts.



**180th Street Connector Project**  
**City of Arlington, Washington**  
***Noise Impact Analysis***

**August 2025**

***Prepared for:***

City of Arlington, Washington

and

SCJ Alliance, Seattle, Washington

***Prepared by:***

Michael Minor & Associates, Inc, Portland, Oregon

Blank Page

# Table of Contents

- Executive Summary.....S
  
- 1. Introduction and Project Description ..... 2**
- 2. Project Purpose and Description..... 2**
  - 2.1. Project Description..... 2
- 3. Analysis Requirement..... 4**
- 4. Introduction to Acoustics ..... 4**
  - 4.1. Perception of Noise and Typical Noise Levels..... 5
  - 4.2. Noise from Traffic ..... 6
  - 4.3. Noise Propagation from Source to Receiver..... 7
  - 4.4. Traffic Noise Summary..... 7
- 5. Methodology ..... 8**
  - 5.1. Regulatory Setting and Impact Criteria ..... 9
  - 5.2. Local Noise Control for Construction..... 11
  - 5.3. Analysis and Modeling Procedures ..... 11
  - 5.4. Noise Study Area ..... 11
- 6. Affected Environment ..... 11**
  - 6.1. Existing Land Uses ..... 12
  - 6.2. Zoning and Comprehensive Land Use Plan Design ..... 12
  - 6.3. Planned and Permitted Projects ..... 12
  - 6.4. Structure Removal Due to Project Construction..... 12
- 7. Noise Monitoring..... 14**
  - 7.1. Measurement Results ..... 14
  - 7.2. Ambient Measurement Sites BG-1 and BG-2 ..... 14
- 8. Noise Modeling Validation and Receivers ..... 15**
  - 8.1. Noise Model Validation..... 15
  - 8.2. Selection of Receivers..... 16
  - 8.3. Modeling Location Descriptions..... 16
- 9. Existing Environment..... 18**
- 10. Future No-Build Environment..... 18**
- 11. Future Build Analysis..... 18**
- 12. Noise Abatement Analysis..... 21**
- 13. Construction Noise Analysis ..... 21**
  - 13.1. Construction Noise Levels..... 21
  - 13.2. Construction Noise Mitigation Measures ..... 22

**List of Tables**

Table 1. Noise Descriptors and Definitions..... 5  
Table 2. Sound Levels and Relative Loudness of Typical Noise Sources..... 6  
Table 3. Noise Abatement Criteria (NAC) by Land Use Category ..... 10  
Table 4. 180th Street Connector Project Noise Monitoring Results..... 15  
Table 5. Measured vs. Modeled Noise Levels ..... 15  
Table 6. Traffic Noise Level Summary ..... 19  
Table 7. Construction Equipment List, Use, and Reference Maximum Noise Levels ..... 21

**List of Figures**

Figure 1. Vicinity Map with Alignment ..... 3  
Figure 2. Land Use and Noise Monitoring ..... 13  
Figure 3. Modeling Locations..... 17

**Appendices**

- Appendix A: References
- Appendix B: Traffic Data
- Appendix C: City of Arlington Traffic Communication
- Appendix D: Noise Monitoring Sites and Traffic Counts

## EXECUTIVE SUMMARY

This technical noise analysis for the 180th Street Connector (Project) in Arlington, Washington was prepared as requested by the City of Arlington and SCJ Alliance. The purpose of the Project is to construct a new minor arterial roadway that will connect the 180th Street/Smokey Point Boulevard intersection east to Airport Boulevard. The Project includes the construction of a minor arterial roadway on a new alignment between Smokey Point Boulevard and Airport Boulevard. The roadway will consist of two travel lanes and multimodal facilities to support non-motorized users, including a multi-use sidepath on the south side of corridor and a sidewalk on the north side. The proposed roadway will connect with a roundabout on Smokey Point Boulevard to be constructed under a separate project (Smokey Point Boulevard Project). The purpose of this analysis is to identify all potential traffic noise impacts resulting from the proposed Project and consider noise abatement in accordance with the *Traffic Noise Policy and Procedures*, Washington State Department of Transportation, 2020 (2020 WSDOT Policy).

As part of this study, an on-site inspection and traffic noise monitoring with traffic counts was performed, with measured noise levels ranging from 57.6 to 70.3 dBA Leq. The noise monitoring data and traffic counts were used to validate the modeling efforts and establish existing conditions for areas with little to no existing traffic volumes, which is the case for the residents along 179th Place NE. Using the *Traffic Noise Model* (TNM) from the Federal Highway Administration (FHWA), and traffic volumes from project traffic engineers, noise levels were modeled at 15 independent locations to determine the potential overall noise effects of the project and identify project impacts. Modeled noise levels for the Existing conditions (year 2022) ranged from 52 to 56 dBA Leq during the PM peak hour. Under the No-Build conditions (year 2044), noise levels ranged from 52 to 58 dBA Leq with variations of 0 to +6 dB when compared to the existing conditions.

Modeled noise levels under the Build alternative (year 2044) range from 52 to 60 dBA Leq, with variations of 0 to +7 dBA Leq over the existing noise levels. The analysis did not identify any noise impacts under the Build alternative.

There are no project related noise impacts and therefore no noise abatement analysis was performed.

Noise from construction would be similar to other highway construction projects. Maximum noise levels for construction activities can be expected to range from 70 to 90 dBA as measured at sites 50 feet from the construction activities. Construction activities would be required to meet the city of Arlington noise control ordinance.

# 1. INTRODUCTION AND PROJECT DESCRIPTION

This technical noise analysis for the 180th Street Connector Project (Project) in Arlington, Washington was prepared as requested by the city of Arlington and SJC Alliance, Inc. The purpose of this analysis is to identify traffic noise impacts resulting from the proposed Project and provide future traffic noise levels that can be used for future land use planning. Where traffic noise impacts were identified, noise abatement was considered and analyzed in accordance with the policy and procedures given in the current 2020 WSDOT Policy. Noise abatement that is found to meet WSDOT criteria will be reviewed by WSDOT and could be recommended for inclusion in the Project.

## 2. PROJECT PURPOSE AND DESCRIPTION

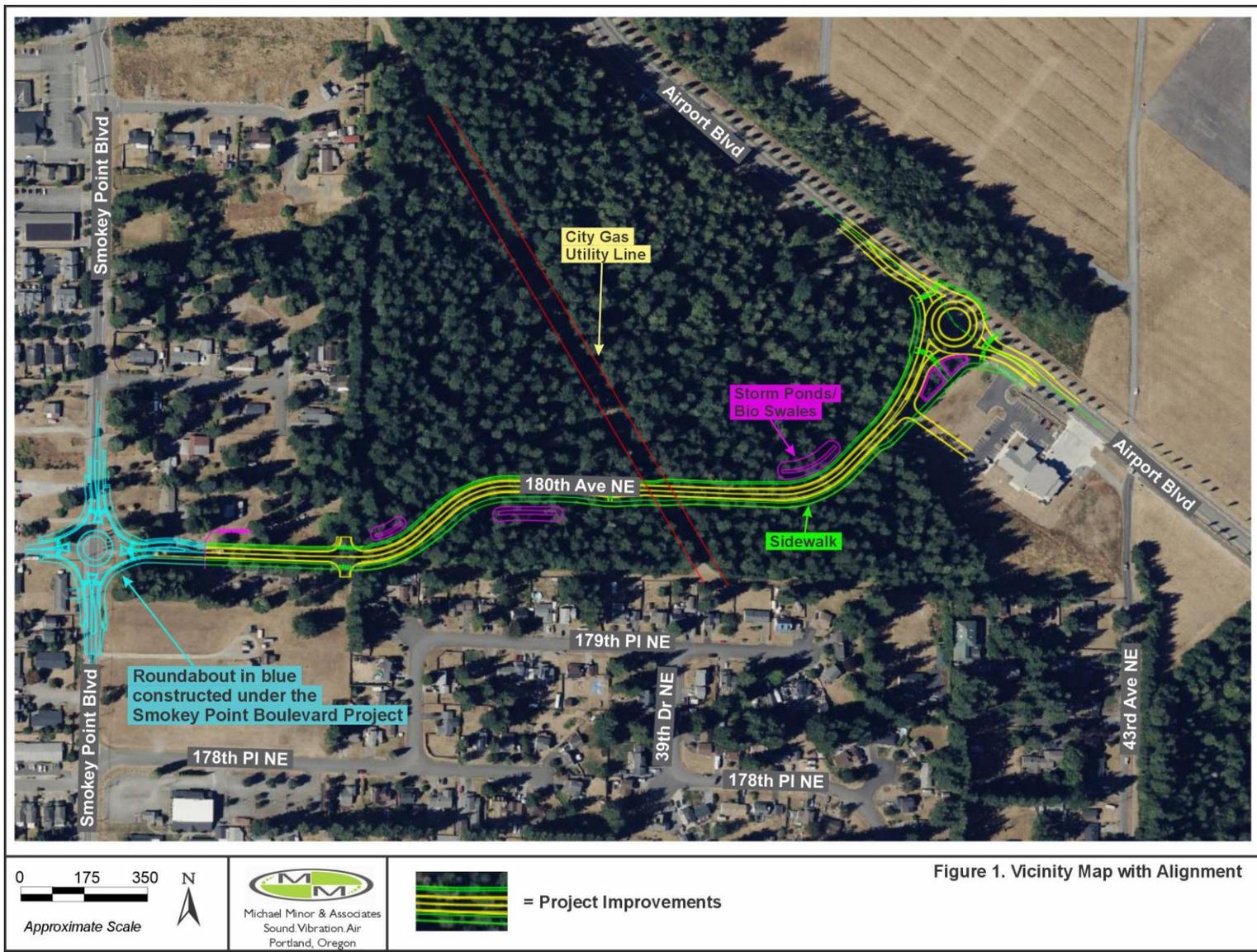
The purpose of the Project is to construct a new minor arterial roadway that will connect the 180th Street/Smokey Point Boulevard intersection east to Airport Boulevard. Figure 1 provides an overview of the project area.

### 2.1. Project Description

The City of Arlington is planning the design and construction of a new two-lane roadway that will extend from the intersection of 180th Street NE and Smokey Point Boulevard to Airport Boulevard, terminating in a modern roundabout. This new 0.5-mile corridor will enhance regional mobility by providing an additional east-west connection through the area.

The project includes multimodal facilities to support non-motorized users: a multi-use sidepath on the south side of the corridor and a sidewalk on the north side. These elements are designed to improve pedestrian and bicycle connectivity as part of the City's broader efforts to expand and integrate its non-motorized transportation network.

By introducing this new link, the project supports the City's vision for the Smokey Point Corridor by helping to balance traffic demand and enhance freight mobility throughout the area.



### 3. ANALYSIS REQUIREMENT

A Traffic Noise Analysis is required whenever a Type I project is federally funded or requires FHWA approval. A Type I project is a project that includes construction of a new highway or roadway, an increase in the number of traffic lanes, a substantial realignment (horizontal or vertical) of an existing highway, or significant changes to the existing topography around roadways. The proposed Project would include a new roadway on a new alignment and, therefore, meets the requirements for a detailed noise impact and abatement analysis for a Type 1 project.

### 4. INTRODUCTION TO ACOUSTICS

Sound is defined as any pressure variation that the human ear can detect, from barely perceptible sounds to sound levels that can cause hearing damage. The magnitude of air pressure variation from static (or normal) air pressure is a measure of the sound level. The number of cyclic pressure variations per second is the frequency of sound. When sounds are unpleasant, unwanted, or disturbingly loud, they tend to be classified as noise.

Compared with static air pressure, audible sound pressure variations range from the threshold of hearing; a very small 20 micro-Pascal (0.000020 Pascal, or commonly noted as  $20 \times 10^{-6}$  Pascal), up to 100 Pascal, a level so loud it is referred to as the threshold of pain. Because the ratio between these numbers is more than a million to one, using Pascal to describe sound levels can be awkward. The decibel (dB) measurement is a logarithmic conversion of air pressure level variations from Pascal to a unit of measure with a more convenient numbering system. This conversion not only allows for a more convenient scale, but is also a more accurate representation of how the human ear reacts to variations in air pressure. Measurements made using the decibel scale are denoted dB.

In acoustic measurements, where the primary concern is the effect on humans, an “A”-weighted filter is normally used to compensate for the sound level readings. The A-weighted filter accounts for people's limited hearing response in the upper and lower frequency bands. Sound pressure level measurements made using the A-weighted filter are denoted dBA. The A-scale is used in most ordinances and standards, including those standards applicable to this project.

The noise metric commonly used for the analysis of highway projects is the equivalent sound pressure level, Leq. The Leq is defined as the energy average noise level for a stated time period (for example, hourly). Other commonly used noise descriptors include the Lmax, the maximum sound level over a specified measurement period, and the Lmin, the lowest noise level over a specified measurement period. Finally, the statistical noise metrics, denoted Lxx, where “xx” indicates a percentage of time, are used to determine how long the noise levels are at, or above a specific level. For example, the L10 is the sound level is exceeded 10 percent of the time, or during a 1-hour measurement, an L10 of 85 dBA means the sound

level was at or above 85 dBA for 6 minutes of that hour. Commonly used LXX values include L2.5, L8.3, and L25. These statistical noise metrics respectively correspond to the 5-, 10-, and 15-minute time levels for a 1-hour measurement period, and coincide with the Washington State noise criteria discussed later in this report. Brief definitions and symbols for each of these noise metrics are given in Table 1.

**Table 1. Noise Descriptors and Definitions**

<b>Leq</b>	The average noise level, on an energy basis, over the measurement period, typically one hour
<b>Lmax</b>	The maximum noise level over the measurement period
<b>Lmin</b>	The minimum noise level over the measurement period
<b>Lxx</b>	The noise level that is equaled or exceeded for "x" percent of the time over the measurement period

It is also important to remember that when describing the magnitude of a noise source it will be stated in terms of sound level, with acoustic weighting and measurement metric. For example, the measured noise level was 70 dBA Leq. If no metric is listed, then the noise level presented is typically the instantaneous measured noise level, usually presented in a second-by-second manner. For example, the noise levels ranged from 50 dBA to 60 dBA. Finally, when describing a change in noise levels, it is provided in terms of the change in decibels, for example the barrier reduces the noise levels by 10 dB (not dBA Leq).

#### 4.1. Perception of Noise and Typical Noise Levels

For a sense of perspective, normal human conversation ranges between 44 dBA (quiet conversation) and 65 dBA (typical conversation) when people are about 3 to 6 feet apart. In most neighborhoods, nighttime noise levels are noticeably lower than daytime noise levels. In a quiet rural area at night, noise levels from crickets or winds rustling leaves on the trees can range between 35 dBA and 40 dBA. As residents start their day and local traffic increases, the same rural area can have noise levels ranging from 50 dBA to 60 dBA. While noise levels in urban neighborhoods are louder than rural areas, they share the same pattern of lower noise levels at night than during the day. Quiet urban nighttime noise levels range from 40 dBA to 50 dBA. Noise levels during the daytime in a noisy urban area and near most major highways, like I-5, are frequently as high as 65 dBA to 80 dBA.

Perceptions of changes in traffic noise levels for an average person start 3 dB, the smallest noise-level change detectable by an average human ear. A 5 dB change in noise levels are clearly noticeable, and an increase of 10 dB is roughly equivalent to a doubling in the perceived sound level to a typical person. Conversely, a 10 dB noise level reduction is typically perceived as a halving of the noise, and is considered a significant reduction in

noise levels. Table 2 provides a listing of some common noise sources and compares their relative loudness to that of an 80 dBA source, such as a heavy truck at 30 MPH, a garbage disposal or food blender.

**Table 2. Sound Levels and Relative Loudness of Typical Noise Sources**

Noise Source or Activity	Sound Level (dBA)	Subjective Impression	Relative Loudness (human judgment of different sound levels)
Jet aircraft takeoff from carrier (50 feet)	140	Threshold of pain	64 times as loud
50-horsepower siren (100 feet)	130		32 times as loud
Loud rock concert near stage, Jet takeoff (200 feet)	120	Uncomfortably loud	16 times as loud
Float plane takeoff (100 feet)	110		8 times as loud
Jet takeoff (2,000 feet)	100	Very loud	4 times as loud
Heavy truck or motorcycle (25 feet)	90		2 times as loud
<b>Heavy Truck at 30 MPH at 50 feet Garbage disposal, food blender (2 feet),</b>	<b>80</b>	<b>Moderately loud</b>	<b>Reference loudness</b>
Vacuum cleaner (10 feet), Passenger car at 65 mph (25 feet)	70		1/2 as loud
Large store air-conditioning unit (20 feet)	60		1/4 as loud
Light auto traffic (100 feet)	50	Quiet	1/8 as loud
Bedroom or quiet living room	40		1/16 as loud
Quiet library, soft whisper (15 feet)	30	Very quiet	
High quality recording studio, Alaskan wilderness	20		
Acoustic Test Chamber	10	Just audible	
	0	Threshold of hearing	
Source: Michael Minor & Associates, Inc.			

## 4.2. Noise from Traffic

Noise sources associated with transportation projects can include a mixture of vehicle types, including passenger vehicles, medium trucks, heavy trucks, motorcycles, and buses. Each of

these vehicles produces noise; however, the source and magnitude of the noise can vary greatly depending on vehicle type, volume of traffic and the travel speeds. For example, while the noise from passenger vehicles occurs mainly from the tire-roadway interface and is therefore located very near to ground level, noise from heavy trucks is produced by a combination of noise from tires, engine, and the 10 to 12 foot tall exhaust stack, resulting in a noise source that is approximately six to eight feet above the ground.

Noise from vehicles increases with the speed at a rate factor of approximately 3 dB for each 10 MPH of speed. Therefore, increasing speeds from 45 MPH to 55 MPH would increase the total noise by 3 dB. Conversely, a reduction of speed can also decrease the overall noise levels. Note that the 3 dB rule is most accurate once speeds are above 25 to 30 MPH. Below 30 MPH noise levels are governed mainly by acceleration and engine noise and vary little with speed.

Changes in traffic volumes also follow a 3 dB rule. For example, maintaining the travel speed and vehicle mixture, it takes a doubling of the traffic volumes to increase noise levels by 3 dB, and, conversely, if volumes are cut in half (speed and vehicle mixture remain the same), the noise levels would be reduced by approximately 3 dB.

### **4.3. Noise Propagation from Source to Receiver**

There are several factors that determine how sound levels decrease over a distance. Under ideal conditions, a point noise source in free space will reduce at a rate of 6 dB each time the distance from the source doubles (using the inverse square law). An ideal line source (such as constant flowing traffic on a busy highway) reduces at a rate of approximately 3 dB each time the distance doubles. Under real-life conditions, however, interactions of sound waves with the ground often result in attenuation that is slightly higher than the ideal reduction factors given above. Other factors that affect the attenuation of sound with distance include existing structures; topography; foliage; ground cover; and atmospheric conditions such as wind, temperature, and relative humidity.

Structures, existing hills, berms, and other surface features between the noise source and receiver location can reduce noise by physically blocking the sound transmission. Dense foliage and ground cover between the receiver and the noise source can also affect noise transmission. For example, sound will travel very well across reflective surfaces such as water and pavement but can be attenuated when the ground cover is field grass or an undeveloped area with dense foliage. However, in most cases, receivers within 100 to 300 feet of the highway will experience a minimal overall effect on the transmission of noise from foliage or ground cover, wind, temperature, or humidity.

### **4.4. Traffic Noise Summary**

The following list contains a summary of the most notable acoustical properties to remember when reviewing this noise analysis:

- The unit used to measure noise (sound) is the decibel, which is a conversion of the change in air pressure to a more convenient scale, denoted dB.
- Because the human ear is less sensitive to lower and higher frequencies, a weighting scale was developed called A-Weighting, which is used for virtually all noise measurements, and is denoted dBA.
- The minimum noise level during a measurement period is denoted  $L_{min}$ , while the maximum noise level is denoted  $L_{max}$ .
- The equivalent sound level ( $L_{eq}$ ) is the level of a constant sound for a specified period of time that has the same sound energy as an actual fluctuating noise over the same period of time. It is an energy average sound level and used in most noise ordinances, including those applicable to this noise study.
- Normal human conversation ranges between 44 dBA and 65 dBA when people are about 3 to 6 feet apart.
- A 3 dB change in traffic noise is the minimum most people will notice in most urban environments and a 5 dB change in noise levels is perceptible to virtually everyone. A 10 dB increase is perceived as an approximate doubling of the loudness of the sound and represents a substantial change in loudness. Conversely, a 10 dB reduction in noise is perceived as half as loud and a substantial reduction in noise.
- Traffic noise on a busy highway is considered a line source, and is reduced by 3 dB per doubling of distance. Therefore, 73 dBA at 50 feet would reduce to approximately 70 dBA at 100 feet.
- While solid structures and hillsides can result in measurable reductions in noise levels, under most conditions, foliage or ground cover, wind, temperature, or humidity will have little to no effect on the transmission of noise for receivers within 300 feet of the highway.

## 5. METHODOLOGY

This section provides a summary of the methods used for the Traffic Noise Analysis. In general, the methods follow the WSDOT policy and procedures for a traffic noise study as published in the 2020 WSDOT Policy. Reference policies, manuals and guides used for this report are provided in Appendix A.

## 5.1. Regulatory Setting and Impact Criteria

The FHWA traffic noise impact criteria, against which the Project traffic noise levels are evaluated, are taken from Title 23 of the Code of Federal Regulations (CFR) Part 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise. The FHWA criterion applicable for residences is an exterior hourly equivalent sound level (Leq) that under the Build alternative approaches or exceeds 67 dBA. The exterior criterion for places of worship, schools, recreational uses, and similar areas is also 67 dBA Leq. The criterion applicable for hotels, motels, offices, restaurants / bars, and other developed lands is an exterior Leq that approaches or exceeds 72 dBA. There are no FHWA traffic noise impact criteria for retail facilities, industrial, warehousing, undeveloped lands that are not permitted for development, or construction noise. No traffic noise analysis is required for those uses for which no criteria exist. See Table 3 for the list of categories and impact criteria if one exists.

The FHWA allows each state to define the term “approach”. WSDOT considers a predicted sound level of 1 dBA below the Noise Abatement Criteria (NAC) as sufficient to satisfy the condition of “approach,” or approaching the NAC, required by FHWA for all land use categories. For example, where the NAC is 67 dBA for outdoor use at a residence, a noise level of 66 dBA is considered an impact. Receivers are also considered impacted when the worst hourly traffic noise is predicted to increase 10 dBA (“substantial increase”) or more between the Existing and Build conditions. Impacts at places of worship, schools, and recreational areas (Category C properties) also occur at 66 dBA or higher in Washington. Hotel / motel, office building, and restaurant / bar impacts (Category E properties) occur at 71 dBA or higher. Table 3 summarizes the FHWA and the WSDOT traffic noise abatement criteria.

<b>Table 3. Noise Abatement Criteria (NAC) by Land Use Category</b>				
<b>Activity Category</b>	<b>Activity Criteria in hourly Leq (dBA)</b>		<b>Evaluation Location</b>	<b>Activity Description</b>
	<b>FHWA NAC</b>	<b>WSDOT NAC</b>		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose
B <sup>1</sup>	67	66	Exterior	Residential (single and multi-family units)
C <sup>1</sup>	67	66	Exterior	Active sport areas, amphitheaters, auditoriums, campgrounds, cemeteries, day care centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, recreation areas, Section 4(f) sites, schools, television studios, trails, and trail crossings
D	52	51	Interior	Auditoriums, day care centers, hospitals, libraries, medical facilities, places of worship, public meeting rooms, public or nonprofit institutional structures, radio studios, recording studios, schools, and television studios
E <sup>1</sup>	72	71	Exterior	Hotels, motels, offices, restaurants/bars, and other developed lands, properties or activities not included in A-D or F
F	--	--	--	Agriculture, airports, bus yards, emergency services, industrial, logging, maintenance facilities, manufacturing, mining, rail yards, retail facilities, shipyards, utilities (water resources, water treatment, electrical), and warehousing
G	--	--	--	Undeveloped lands that are not permitted
Notes: 1. Includes undeveloped lands permitted for this activity category				

The primary FHWA category applicable to this analysis is FHWA Category B, which includes residential land uses. Under FHWA policy, the noise impact criteria is applicable to frequently used exterior areas, for example, a back-yard deck or patio at a residence.

## 5.2. Local Noise Control for Construction

Project construction would be required to meet the state, county, or local noise control ordinances. The City of Arlington noise control ordinance is found in Section 7.05.040(k)(4)(a) of the city code, where the City of Arlington exempts sounds originating from construction sites and activities between 7:00 a.m. and 10:00 p.m. daily, or when conducted beyond one thousand feet of any residence where human beings reside and sleep at any hour. Construction activities outside the permitted hours must be first approved by the city (City of Arlington Municipal Code Section 7.05.040 – Public nuisances prohibited).

## 5.3. Analysis and Modeling Procedures

The methodology used for a Type I traffic noise analysis is defined in the 2020 WSDOT Policy. Following this policy, traffic noise levels were calculated using the FHWA Traffic Noise Model (TNM). Noise emission levels used in the model were nationwide averages for automobiles, medium trucks, and heavy trucks provided by the FHWA and built into the TNM. Model inputs included traffic volumes, vehicle type, and speed information. The area was evaluated for noise-reducing effects of sensitive receivers, existing outbuildings, roadway depressions, and topography. Actual roadway width and average pavement type were used for existing and future conditions. The effects of stop signs and roundabouts were also included where appropriate.

Traffic volumes and vehicle class percentages used for the modeled roadways were provided by City of Arlington traffic engineers. The traffic data used for the analysis is provided in Appendix B. Vehicle speeds used are the current or proposed posted speeds. The vehicle speeds are provided in Appendix B. The PM peak traffic hour on weekdays has the highest total traffic volumes and, therefore, was used throughout the analysis to ensure the worst-case noise levels were predicted. The traffic data is provided by vehicle types, with percentages of passenger vehicles and heavy trucks. Appendix C includes communication with the city regarding the percentage of heavy trucks.

## 5.4. Noise Study Area

The study area for traffic noise studies must be large enough to identify all potential noise impacts at noise sensitive properties related to the Project. For this Project, the study area includes noise sensitive properties within 300 feet of the Project roadway construction north and south of the proposed 180th Street connector, west of Smokey Point Boulevard, and east of Airport Boulevard. The 300-foot distance is sufficient to make sure all project related noise impacts are identified. Receivers were modeled to show that all potential impacts were identified. The Project boundary and noise analysis area is found in Figure 2.

## 6. AFFECTED ENVIRONMENT

This section provides a summary of the land use in the project area, including planned and permitted developments and project related structure removal. For reference, the first row

receivers are typically those receivers adjacent to the roadway with a direct line of sight to traffic.

### **6.1. Existing Land Uses**

Land use in the Project area includes single-family homes and a fire station (FHWA Category B). The remaining land uses in the area are undeveloped lots on city owned property. Project area land uses, and noise monitoring sites, are shown in Figure 2.

### **6.2. Zoning and Comprehensive Land Use Plan Design**

A study of the Project area indicated that the area is a mix of medium density residential and undeveloped lands. There are no planned or approved land use changes that would affect this noise study.

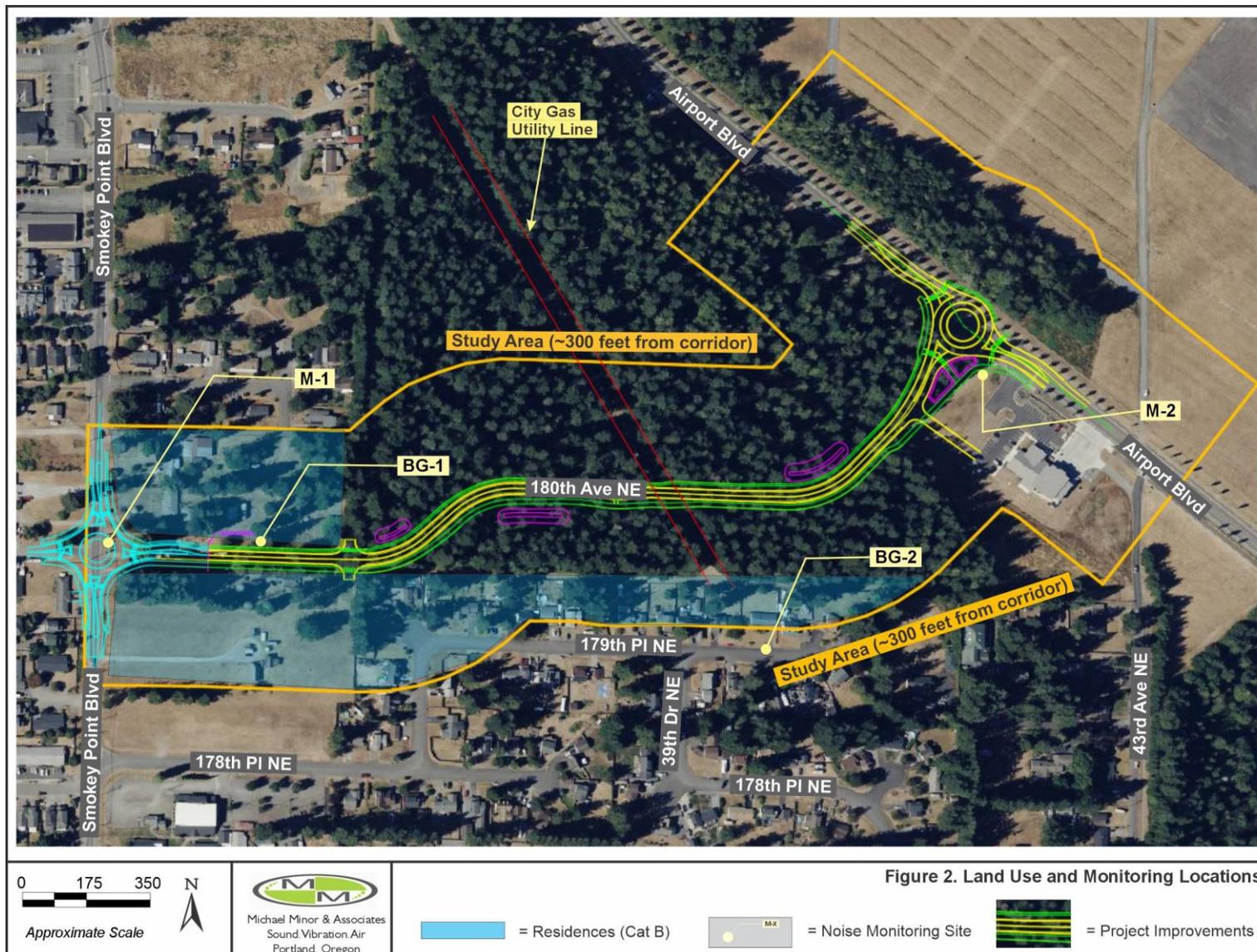
### **6.3. Planned and Permitted Projects**

Related projects in this general area include the Smokey Point Boulevard Project, which will construct a roundabout at the Smokey Point Boulevard and 180th Street intersection.

There are no other planned or permitted projects that would affect this noise study.

### **6.4. Structure Removal Due to Project Construction**

There is one residence along Smokey Point Boulevard at the future 180<sup>th</sup> Street Connection that will be displaced under the Smokey Point Boulevard Project. However, there are no displacements planned for this project that would affect the transmission of noise, noise impacts, or noise abatement measures.



## 7. NOISE MONITORING

On-site noise monitoring and traffic counts were performed at 2 locations within the Project corridor. These sites (M-1 and M-2) were selected to provide noise modeling validation and to aid in the understanding of existing noise levels along the corridor. Figure 2 provides an overview of the monitoring locations denoted M-1 and M-2 and detailed monitoring slides are provided in Appendix D. The noise monitoring was performed on April 4, 2025.

Noise measurements were taken in accordance with methods provided in the 2020 WSDOT Policy and in accordance with the American National Standards Institute (ANSI) procedures for community noise measurements (ANSI/ANA S12.9-2013/Part1). The equipment used for noise monitoring were Bruel & Kjaer Type 2238 Sound Level Meters. All meters were calibrated prior to and after the measurement period using a Bruel & Kjaer Type 4231 Sound Level Calibrator. Calibration varied by less than 0.1 dB during the measurement period. Complete system calibration is performed on an annual basis by an accredited instrument calibration laboratory. System calibration is traceable to the National Institute of Standards and Testing (NIST). The system meets or exceeds the requirements for an ANSI Type 1 noise measurement system.

### 7.1. Measurement Results

Noise monitoring sites M-1 and M-2 were located within the public right-of-way, with clear line of sight to the roadway in order to take concurrent traffic counts with the noise measurements. Traffic counts and monitoring were taken over a 30 minute period for each location. The 30-minute Leq was used to represent one hour of noise by multiplying the traffic counts by 2.

Noise levels ranged from 57.6 to 70.3 dBA Leq. Traffic on local roads was the primary noise source at M-1 while traffic noise and airplane and helicopter noise from the Arlington Airport were the primary noise sources for M-2. Secondary noise sources included typical neighborhood activities such as dogs barking. The highest traffic noise measurement of 70.3 dBA Leq occurred at M-1, located along Smokey Point Boulevard at the proposed connection with 180th Street. The lowest noise measurement of 57.6 dBA Leq was recorded at M-2, located near the North County Fire Station #48 along Airport Blvd. Table 4 provides a summary of the measured noise levels.

### 7.2. Ambient Measurement Sites BG-1 and BG-2

Measurements were taken at sites BG-1 and BG-2 to establish background noise levels at the residential area just south of the proposed 180th Street connection along 179th Place NE. Major noise sources in these areas would include occasional local traffic, residential activities and background noise from aircraft at the Arlington Airport. Therefore, to establish the background noise levels at these residences, a noise monitoring terminal was installed at site BG-1 for a half hour measurement session at 18005 Smokey Point Boulevard and a handheld meter for BG-2 for a half hour session along the west end of 179th Place NE near

the cul-de-sac. The sound level meter picks up all noise sources in the area and is a more accurate measurement of the existing background noise level than the noise level produced by the model, which would only include traffic noise.

The main purpose for the measurements at BG-1 and BG-2 was to establish a baseline for the existing noise levels to be used if the modeled traffic noise levels were lower than the measured levels. Therefore, the measured noise levels were used in the existing, future no-build, and future build analysis when modeled noise levels in the area were less than 52 dBA Leq. Table 4 provides a summary of the background noise levels.

<b>Site<sup>1</sup></b>	<b>Description or Address<sup>1</sup></b>	<b>Noise Level<sup>2</sup></b>
M-1	East side of Smokey Point Boulevard and east of 180th Street NE	70.3
M-2	South of Airport Boulevard at North County Fire Station #48	57.6
BG-1	18005 Smokey Point Boulevard	50.8
BG-2	West end of 179th Place NE near the cul-de-sac	51.9
Notes:		
1. Monitoring sites are shown in Figure 2.		
2. All data is presented as an hourly Leq.		

## 8. NOISE MODELING VALIDATION AND RECEIVERS

As previously described, the noise levels used for describing the existing and future conditions are taken from the FHWA TNM. This section describes the noise model validation results and selection of receivers used for modeling noise levels related to the 180th Street Connector Project.

### 8.1. Noise Model Validation

Traffic noise levels were modeled to test the agreement of calculated and measured noise levels at two of the four measurement sites. The validation sites M-1 and M-2 were in areas where traffic noise was dominant and concurrent traffic counts were taken. For model verification, the actual traffic counts and speeds observed during the noise monitoring were used as inputs to the model. Both monitoring sites are in areas where traffic noise was a dominating noise source and, thereby, could be used to validate the traffic noise model. TNM was used to predict the traffic noise levels based on the traffic counts and a comparison of the measured and modeled noise levels are provided in Table 5.

<b>Receiver</b>	<b>Measured</b>	<b>Modeled</b>	<b>Difference</b>
M-1	70.3	70.7	0.4
M-2	57.6	56.3	-1.3

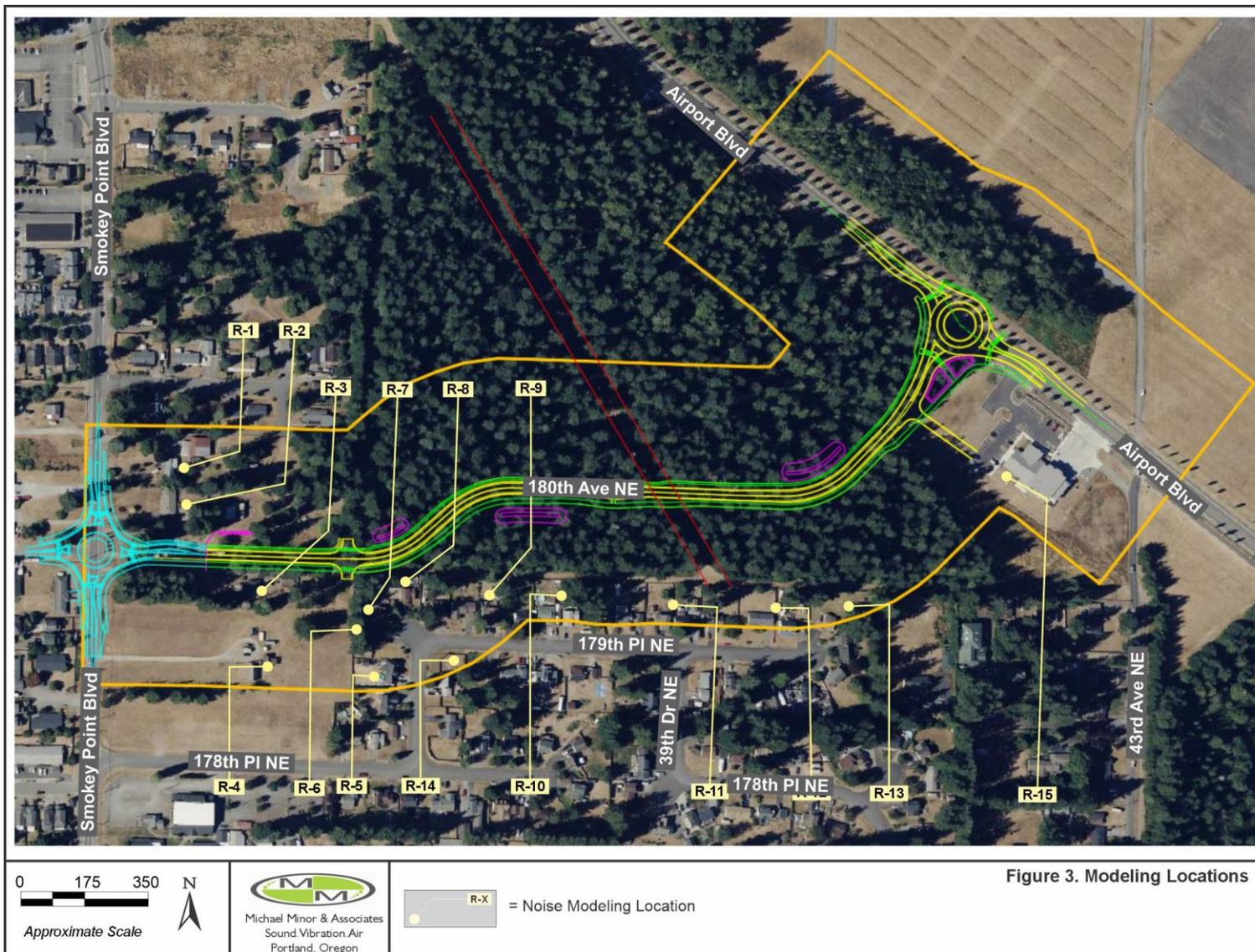
The modeled and measured noise results agree within +/- 2dBA at both locations. Because a 2 dBA change in noise levels is barely perceptible to a person with average hearing, an agreement of +/- 2 dBA or less is considered acceptable deviation for modeled and measured noise levels. It is important to remember that TNM only predicts noise for traffic on roadways that are included in the model, while other noise sources (most side street traffic, residential activities, maintenance, and aircraft), which will be included in the onsite monitoring data, would not be included in the traffic noise model.

## 8.2. Selection of Receivers

Noise modeling sites were selected to represent noise-sensitive areas within the Project area, where traffic noise impacts are most likely to occur. More specifically, the receiver locations were located in areas of frequent outdoor human use such as back yards. In addition to receiver locations immediately adjacent to the Project roadways, modeled receiver locations were also extended beyond the distance where impacts can be modeled to verify that the full impacted area is captured.

## 8.3. Modeling Location Descriptions

Traffic noise modeling was performed using the FHWA TNM. Existing and future traffic noise levels were predicted throughout the Project corridor at 15 locations representing 24 sensitive uses, denoted as R-1 through R-15. In some instances, one receiver location is used to represent a group of two or more neighboring residences expected to experience similar sound levels for both existing and future conditions and have comparable noise reductions if a noise barrier was constructed. Figure 3 provides an aerial view of all Project noise modeling locations.



## 9. EXISTING ENVIRONMENT

Modeling was performed for 15 representative receiver locations shown in Figure 3 for the Existing conditions (year 2022) PM peak traffic hour. Inputs to the TNM model include existing roadway conditions. Overall, noise levels ranged from 52 to 56 dBA Leq. Receivers with the highest noise levels are at residences along Smokey Point Boulevard near the proposed 180th Street intersection. There are no receivers that would meet the WSDOT NAC.

Table 6 provides a summary of the existing modeled traffic noise levels.

## 10. FUTURE NO-BUILD ENVIRONMENT

Noise modeling was also performed for the No-Build condition using traffic volumes projected for the year 2044. The same modeling locations used for the existing conditions were used for the No-Build conditions.

Based on the future projected traffic data for the year 2044 without the proposed Project, increased traffic volumes have resulted in increased traffic noise levels when compared to the existing conditions. Overall, noise levels ranged from 52 to 58 dBA Leq. Changes in noise levels range from 0 to +6 dB over the Existing conditions. Receivers with noise level increases are at residences along Smokey Point Boulevard (R-1 through R-4) and at the fire station (R-15) along Airport Boulevard. There are no receivers with noise impacts.

Table 6 provides a summary of the existing modeled traffic noise levels.

## 11. FUTURE BUILD ANALYSIS

The same 15 noise modeling locations used to model the existing conditions were modeled for the Build Alternative with year 2044 PM peak hour traffic conditions. The TNM inputs include the proposed 180th Street connection with the Airport Boulevard roundabout, the 180th Street roundabout for the Smokey Point Boulevard Project, and year 2044 traffic volumes and speeds prepared for the Project. The traffic noise levels for the Build Alternative are the worst-case noise levels for the year 2044.

Future Build Alternative traffic noise levels are predicted to range from 52 to 60 dBA Leq during the PM peak hour, with changes ranging from 0 to +7 dB over the existing conditions. Residences with increased noise levels include those along Smokey Point Boulevard (R-1 through R-4), three residences along 179th Place NE near the west end of the proposed 180th Street connection (R-6 through R-8), and the fire station (R-15). There are no receivers that would meet the WSDOT NAC or meet the substantial increase criteria of 10 dB above the existing condition noise levels.

Table 6 provides a summary of the existing modeled traffic noise levels.

Receiver <sup>1</sup>	Land Use <sup>2</sup>	Units <sup>3</sup>	Criteria (dBA Leq) <sup>4</sup>	Existing Conditions	No-Build Conditions		Build Alternative			
				Level (Leq dBA) <sup>5</sup>	Level (Leq dBA) <sup>5</sup>	Vs. Exist (in dB) <sup>6</sup>	Level (Leq dBA) <sup>5</sup>	Vs. Exist (in dB) <sup>7</sup>	No. of Impacts <sup>8</sup>	Vs. No-Build (in dB) <sup>9</sup>
R-1	B	1	66	56	58	2	60	4	0	2
R-2	B	1	66	56	58	2	60	4	0	2
R-3	B	1	66	52	53	1	59	7	0	6
R-4	B	1	66	52	54	2	55	3	0	1
R-5	B	1	66	52	52	0	52	0	0	0
R-6	B	1	66	52	52	0	54	2	0	2
R-7	B	1	66	52	52	0	57	5	0	5
R-8	B	1	66	52	52	0	57	5	0	5
R-9	B	4	66	52	52	0	52	0	0	0
R-10	B	2	66	52	52	0	52	0	0	0
R-11	B	4	66	52	52	0	52	0	0	0
R-12	B	2	66	52	52	0	52	0	0	0
R-13	B	1	66	52	52	0	52	0	0	0
R-14	B	2	66	52	52	0	52	0	0	0
R-15	B	1	66	52	58	6	58	6	0	0
<b>Summary</b>		<b>Minimum</b>		<b>52</b>	<b>52</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>
		<b>Maximum</b>		<b>56</b>	<b>58</b>	<b>6</b>	<b>60</b>	<b>7</b>	<b>0</b>	<b>6</b>
		<b>Total Meeting NAC</b>								<b>0</b>
<b>Substantial increase noise impacts with future noise levels 10 dB or more above existing = 0</b>										
Notes:										
1. All receivers are shown in Figure 3.										
2. FHWA land use: See Table 3.										
3. Number of dwellings represented by each receiver. In some cases, a single receiver is used to represent more than one residence, all expected to have similar noise levels.										
4. WSDOT traffic noise abatement criteria by land use type.										
5. Predicted peak hour noise levels in dBA Leq for condition stated, taken from TNM version 2.5 with <b>bold red</b> typeface used to indicate noise levels that are equal to or greater than the NAC of 66 dBA Leq for Category B uses. Note if the modeled noise levels were below 52 dBA Leq, 52 dBA Leq was used based on the minimum measured noise levels in the area.										

Table 6. Traffic Noise Level Summary										
Receiver <sup>1</sup>	Land Use <sup>2</sup>	Units <sup>3</sup>	Criteria (dBA Leq) <sup>4</sup>	Existing Conditions	No-Build Conditions		Build Alternative			
				Level (Leq dBA) <sup>5</sup>	Level (Leq dBA) <sup>5</sup>	Vs. Exist (in dB) <sup>6</sup>	Level (Leq dBA) <sup>5</sup>	Vs. Exist (in dB) <sup>7</sup>	No. of Impacts <sup>8</sup>	Vs. No-Build (in dB) <sup>9</sup>
6. Change in noise: No-Build compared to existing conditions. 7. Change in noise: Build compared to existing conditions with <b>bold red</b> typeface used to indicate noise level increases of 10dB or greater (substantial increase impacts). 8. Number of uses predicted to meet or exceed the WSDOT NAC, either the level criteria or substantial increase criteria. 9. Change in noise: Build compared to No-Build for reference only.										

## 12. NOISE ABATEMENT ANALYSIS

There are no project related noise impacts and therefore no noise abatement analysis was performed.

## 13. CONSTRUCTION NOISE ANALYSIS

Construction noise levels for the proposed Project improvements would result from normal construction activities. Noise levels for construction activities can be expected to range from 70 to 90 dBA at sites 50 feet from the activities. Table 7 lists equipment typically used for constructing this type of Project, the activities for which the equipment would be used, and the corresponding maximum noise levels under normal use measured at 50 feet.

<b>Table 7. Construction Equipment List, Use, and Reference Maximum Noise Levels</b>		
<b>Equipment</b>	<b>Typical Expected Project Use</b>	<b>L<sub>max</sub><sup>a</sup></b>
Air Compressor	Used for pneumatic tools and general maintenance	78-80
Backhoe	General construction and yard work	78-80
Compactor	Roadway surfacing	80-83
Concrete Pump	Pumping concrete	81-82
Concrete Saw	Concrete removal, utilities access	90
Crane	Materials handling, removal, and replacement	81-85
Excavator	General construction and materials handling	81-85
Haul Truck	Materials handling, general hauling	76-84
Jackhammer	Pavement removal	85-89
Loader	General construction and materials handling	79-80
Paving	Roadway paving	77-85
Power Plant	General construction use, nighttime work	70-73
Pump	General construction use, water removal	77-81
Pneumatic Tools	Miscellaneous construction work	85
Service Truck	Repair and maintenance of equipment	55-75
Tractor Trailer	Material removal and delivery	74-84
Welder	General project work	76
Source: FHWA RCNM User's Guide		

### 13.1. Construction Noise Levels

Major noise-producing equipment in use during initial site preparation would include saw cutters, concrete pumps, cranes, excavators, haul trucks, loaders, tractor-trailers, and

vibratory equipment. Maximum noise levels could reach 82 to 90 dBA at the nearest noise sensitive areas (i.e., within 50 to 100 feet) for normal construction activities during this phase. Other less notable noise-producing equipment expected to be used during this phase would be backhoes, air compressors, forklifts, pumps, power plants, service trucks and utility trucks.

Following heavy construction, general construction would still be required, such as installation of signage as well as other miscellaneous activities such as roadway stripping. These less intensive activities are not expected to produce noise levels above 80 dBA at 50 feet except during rare occasions. Even then, noise levels from these activities would exceed 80 dBA at 50 feet only for short periods of time, during which combined maximum noise levels could reach 86 dBA Lmax at 50 feet.

### **13.2. Construction Noise Mitigation Measures**

These noise levels, although temporary in nature, can be annoying. The following is a list of potential construction noise mitigation measures that could be included in the contract specifications:

- Require all engine-powered equipment to have mufflers that were installed according to the manufacturer's specifications.
- Require all equipment to comply with pertinent Environmental Protection Agency (EPA) equipment noise standards.
- Any nighttime work would require a noise variance from the appropriate jurisdictions, including the city of Arlington. The contractor would be required to follow all procedures and requirements provided in any noise variance if received from the city or county.
- Minimize noise by regular inspection and replacement of defective mufflers and parts that do not meet the manufacturer's specifications.
- All truck tailgates shall be secured to prevent excessive noise from banging.
- Install temporary or portable acoustic barriers around stationary construction noise sources and along the sides of the temporary bridge structures, where feasible.
- Locate stationary construction equipment as far from nearby noise-sensitive properties as possible.
- Shut off idling equipment.
- Reschedule construction operations to avoid periods of noise annoyance identified in complaints.
- Notify nearby residents before extremely noisy work will occur.
- Use broadband (non-pure tone) back-up alarms or restrict the use of back-up beepers during evening and nighttime hours and use spotters. In all areas, Occupational Safety

and Health Administration (OSHA) will require back-up warning devices and spotters for haul vehicles.

- Additional noise mitigation measures might be implemented as more details on the actual construction processes are identified.

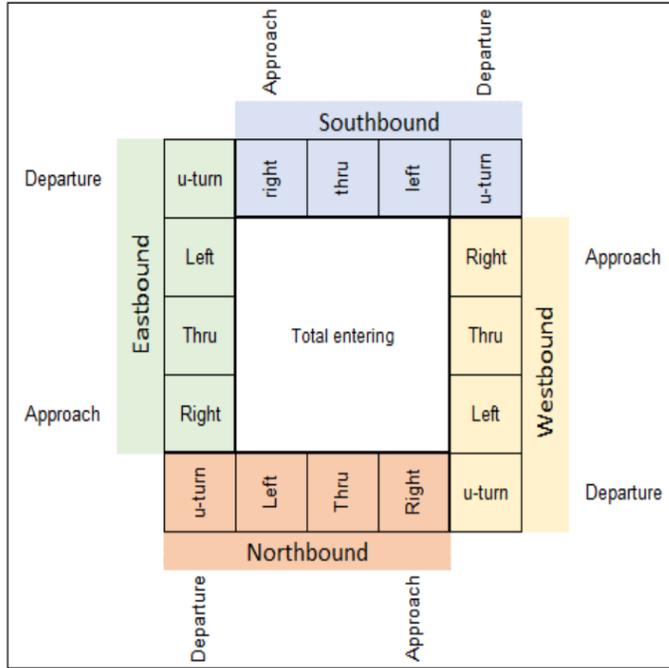
## Appendix A: References

- American National Standards Institute. Quantities and Procedures for Description and Measurement of Environmental Sound - Part 1: Basic Quantities and Definitions. Ansi/ASA S12.9-2013/Part1. February 27, 2013.
- City of Arlington. Code of Ordinances Chapter 07.05 – Nuisances. 2025.
- Institute of Noise Control Engineering. Noise and Vibration Control Revised Edition. Beranek, Leo L., 1988 Edition, Cambridge, MA.
- Washington State. Administrative Code Section 173-60-050(3)(a) – Maximum Environmental Noise Levels – Exemptions. 2023.
- Washington State Department of Transportation. 2020 Traffic Noise Policy and Procedures. WSDOT. March 2020.
- US Code of Federal Regulations (CFR) Part 772 (23 CFR Part 772), July 2010.
- US Department of Transportation. FHWA Roadway Construction Noise Model User Guide. Federal Highway Administration, Washington, D.C. June 2017.
- U.S. Department of Transportation. FHWA Highway Traffic Noise Model User’s Guide (Version 2.5 Addendum) Final Report. Federal Highway Administration, Washington, D.C. April 2004.

## Appendix B: Traffic Data

**LEGEND**

#	N-S Roadway
	E-W Roadway



2022 Existing PM Peak Traffic Volumes

1		NB+SB		Smokey Point Blvd			EB+WB		Smokey Point Dr		
		580						810			
170	0	30	545	5	0						
	45	1,650			5						
135	5				5						
	85				15						
		0	135	760	15	0					
		645						910			

1		Vehicle Class Percentage			
		Vehicle Speeds			
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds	
Eastbound	90%	0%	10%	25	
Westbound	90%	0%	10%	25	
Northbound	90%	0%	10%	35	
Southbound	90%	0%	10%	35	

2		NB+SB		Smokey Point Blvd			EB+WB		188th St		
		250						340			
25	0	5	195	50	0						
	5	1,090			75						
25	5				10						
	15				225						
		0	10	260	235	0					
		435						505			

2		Vehicle Class Percentage			
		Vehicle Speeds			
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds	
Eastbound	90%	0%	10%	35	
Westbound	90%	0%	10%	35	
Northbound	90%	0%	10%	35	
Southbound	90%	0%	10%	35	

3		NB+SB		43rd Ave			EB+WB		SR531		
		35						25			
950	20	20	10	5	0						
	10	1,905			10						
750	720				770						
	20				65						
		0	160	5	90	0					
		95						255			

3		Vehicle Class Percentage			
		Vehicle Speeds			
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds	
Eastbound	90%	0%	10%	35	
Westbound	90%	0%	10%	35	
Northbound	90%	0%	10%	35	
Southbound	90%	0%	10%	35	

Traffic data provided by the city of Arlington.

2022 Existing PM Peak Traffic Volumes

4		NB+SB		Aiport Blvd		188th St	
		EB+WB					
		0		0			
265		0	0	0	0	0	250
		0	695			0	
290		245				195	
		45				55	
		0	70	0	85	0	
		100		155			

4		Vehicle Class Percentage			Speeds
		Vehicle Speeds			
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks		
Eastbound	90%	0%	10%	35	
Westbound	90%	0%	10%	35	
Northbound	90%	0%	10%	35	
Southbound	90%	0%	10%	35	

Traffic data provided by the city of Arlington.

2044 No-Build PM Peak Traffic Volumes

1		NB+SB		Smokey Point Blvd		EB+WB		Smokey Point Dr	
		795			915				
240	0	30	760	5	0			25	
	40	2,075			5				
165	5				5		25		
	120				15				
	0	205	870	15	0				
		895			####				

1				
Vehicle Class Percentage				
Vehicle Speeds				
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds
Eastbound	90%	0%	10%	25
Westbound	90%	0%	10%	25
Northbound	90%	0%	10%	35
Southbound	90%	0%	10%	35

2		NB+SB		Smokey Point Blvd		EB+WB		188th St	
		710			1,015				
25	0	5	580	125	0			275	
	15	1,855			200				
45	15				10		155		
	15				65				
	0	10	800	15	0				
		660			825				

2				
Vehicle Class Percentage				
Vehicle Speeds				
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds
Eastbound	90%	0%	10%	35
Westbound	90%	0%	10%	35
Northbound	90%	0%	10%	35
Southbound	90%	0%	10%	35

3		NB+SB		43rd Ave		EB+WB		SR531	
		285			600				
1,265	25	170	50	65	0			1,235	
	350	3,225			105				
1,225	825				1,020		1,110		
	50				110				
	0	75	145	220	15				
		210			440				

3				
Vehicle Class Percentage				
Vehicle Speeds				
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds
Eastbound	90%	0%	10%	35
Westbound	90%	0%	10%	35
Northbound	90%	0%	10%	35
Southbound	90%	0%	10%	35

Traffic data provided by the city of Arlington.

2044 No-Build PM Peak Traffic Volumes

4		NB+SB		Aiport Blvd		188th St	
		EB+WB					
		0		0			
200	0	0	0	0	0	500	
	0	1,175			0		
180	105				110		
	75				390		
	0	90	0	405	0	510	
		465		495			

4		Vehicle Class Percentage			
		Vehicle Speeds			
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds	
Eastbound	90%	0%	10%	35	
Westbound	90%	0%	10%	35	
Northbound	90%	0%	10%	35	
Southbound	90%	0%	10%	35	

Traffic data provided by the city of Arlington.

2044 Future Build Peak Traffic Volumes

1		NB+SB		Smokey Point Blvd		EB+WB		Smokey Point Dr	
		680			930				
235	0	15	660	5	0			25	
	50	2,000			5				
190	5				5			25	
	135				15				
	0	215	875	15	0				
		810			####				

1				
Vehicle Class Percentage				
Vehicle Speeds				
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds
Eastbound	90%	0%	10%	25
Westbound	90%	0%	10%	25
Northbound	90%	0%	10%	35
Southbound	90%	0%	10%	35

2		NB+SB		Smokey Point Blvd		EB+WB		188th St	
		930			1,200				
995	0	340	525	65	0			650	
	410	3,340			180				
785	285				390			450	
	90				80				
	0	265	610	100	0				
		695			975				

2				
Vehicle Class Percentage				
Vehicle Speeds				
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds
Eastbound	90%	0%	10%	35
Westbound	90%	0%	10%	35
Northbound	90%	0%	10%	35
Southbound	90%	0%	10%	35

3		NB+SB		43rd Ave		EB+WB		SR531	
		220			360				
1,235	25	140	30	50	0			1,240	
	235	2,860			70				
1,065	785				1,080			1,060	
	45				90				
	0	15	55	225	15				
		165			295				

3				
Vehicle Class Percentage				
Vehicle Speeds				
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds
Eastbound	90%	0%	10%	35
Westbound	90%	0%	10%	35
Northbound	90%	0%	10%	35
Southbound	90%	0%	10%	35

Traffic data provided by the city of Arlington.

2044 Future Build Peak Traffic Volumes

4		NB+SB EB+WB		Airport Blvd 188th St				
		0					0	
550		0	0	0	0	0		
		0	1,195			0		500
455		420					410	
		35					90	
		0	140	0	100	0		520
		125					240	

4					Vehicle Class Percentage		Vehicle Speeds	
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds				
Eastbound	90%	0%	10%	35				
Westbound	90%	0%	10%	35				
Northbound	90%	0%	10%	35				
Southbound	90%	0%	10%	35				

5		NB+SB EB+WB		Airport Blvd 180th St				
		201					462	
221		0	1	200	0	0		
		3	923			0		0
43		0					0	
		40					0	
		0	220	459	0	0		0
		240					679	

4					Vehicle Class Percentage		Vehicle Speeds	
Movement Direction	Passenger Vehicles	Medium Trucks	Heavy Trucks	Speeds				
Eastbound	90%	0%	10%	25				
Westbound	90%	0%	10%	25				
Northbound	90%	0%	10%	35				
Southbound	90%	0%	10%	35				

Traffic data provided by the city of Arlington.

# Appendix C: City of Arlington Traffic Communication

**Melinda Cordasco**

---

**From:** James Kelly <jkelly@arlingtonwa.gov>  
**Sent:** Monday, June 9, 2025 12:22 PM  
**To:** Michael Minor  
**Cc:** Melinda Cordasco; Keyton Kinney; Krista Stewart; Katy Shores; Dan Ireland  
**Subject:** Validation of COA Traffic Count Data

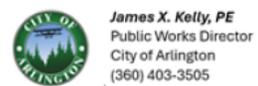
Michael & Melinda –

This email is a follow-up to a voicemail message I left for Michael regarding the suitability of Arlington’s traffic count data as “reasonable” for developing projection of 180<sup>th</sup> St traffic class volumes.

If you recall, several weeks ago you, Melinda and I had a phone discussion in which we discussed your concern with the City high “light truck – Class 5” counts on Smokey Point Blvd (10.5%) and Airport Blvd (10.1%); specifically, if this would be suitable for projecting traffic flow on our new 180<sup>th</sup> St. I called up our Transportation Comp Plan consultant, Stefanie Herzstein of TranspoGroup, and discussed our count data with her. Stefanie said that TranspoGroup’s traffic data at Smokey Point Blvd and SR-530 showed 13.5% Class 5 vehicles, as such, she said our traffic counts of 10.5% and 10.1% were reasonable.

Please use the Smokey traffic count data provided by the City for developing 180<sup>th</sup> St projected traffic flow. Please feel free to call if you have any questions.

Thank you – Jim



**Note:** Emails and attachments sent to and from the City of Arlington are public records and may be subject to disclosure pursuant to the Public Records Act.

## Appendix D: Noise Monitoring Sites and Traffic Counts



Photo 1: Aerial View



Photo 2: Looking West



Photo 3: Looking South



Photo 4: Looking Northwest

Monitoring Location M-1  
East side of Smokey Point Boulevard  
and across from 180th Street NE



Michael Minor & Associates  
Sound, Vibration, Air  
Portland, Oregon

Detailed Noise Monitoring Site Photos  
180th Street Connector Project



Photo 1: Aerial View



Photo 2: Looking East



Photo 3: Looking Southeast



Photo 4: Looking Southwest

Monitoring Location M-2  
 South side of Airport Boulevard  
 at North County Fire Station #48



Michael Minor & Associates  
 Sound. Vibration. Air  
 Portland, Oregon

Detailed Noise Monitoring Site Photos  
 180th Street Connector Project



Photo 1: Aerial View



Photo 2: Looking West



Photo 3: Looking Northwest



Photo 4: Looking North

Monitoring Location BG-1  
East end of lot at 18005 Smokey Point Boulevard



Michael Minor & Associates  
Sound. Vibration. Air  
Portland, Oregon

Detailed Noise Monitoring Site Photos  
180th Street Connector Project



Photo 1: Aerial View



Photo 2: Looking North



Photo 3: Looking East



Photo 4: Looking Northwest

Monitoring Location BG-2  
North side of 179th Place NE  
near 3925 179th Place NE



Michael Minor & Associates  
Sound. Vibration. Air  
Portland, Oregon

Detailed Noise Monitoring Site Photos  
180th Street Connector Project



Michael Minor & Associates  
 Sound . Vibration . Air  
 4923 SE 36th Avenue  
 Portland, Oregon 97202  
 503.220.0495 ~ fax 866.847.0495

**Traffic Noise Monitoring Information Sheet**

Project Name: 180th St Connector Project Date: 4/4/2025 Site Number: M-1

Monitoring Location: Smolley Point @ 180th Meter: 2238 Color: Blue Rec #: M-1

Start Time: 1:38 pm End Time: 2:08 pm Last 1-Second Leq: \_\_\_\_\_ Overall Leq: 70.3

Temp: 60° Cloud Cover: Slight Wind: Mild Precipitation: ∅

**Traffic Counts:**

Roadway Name: Smolley Point NB Cars 223 MTrucks 11 HTrucks 6 Speeds: 50

Roadway Name: Smolley Point SB Cars 220 MTrucks 6 HTrucks 4 Speeds: 50

Roadway Name: 180th EB Cars 3 MTrucks ∅ HTrucks ∅ Speeds: 20

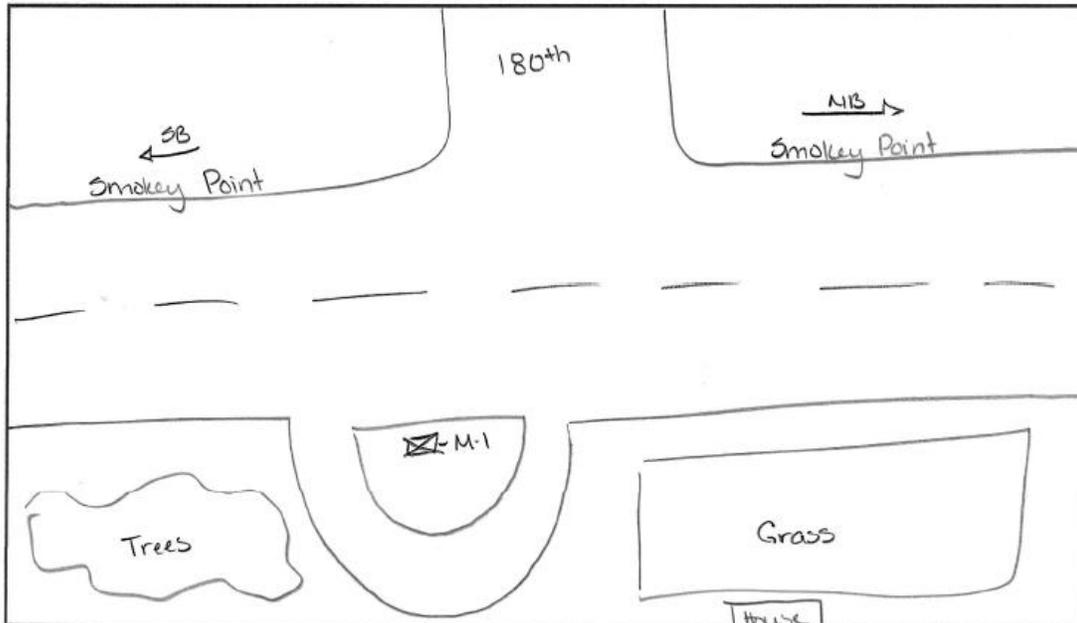
Roadway Name: 180th WB Cars 7 MTrucks ∅ HTrucks ∅ Speeds: 20

Area Observations: \_\_\_\_\_

Non-Traffic Noise Sources: \_\_\_\_\_

Topographical Information: \_\_\_\_\_

**Site Sketch (include direction arrow and approximate distance to roadway/curb):**





Michael Minor & Associates  
 Sound . Vibration . Air  
 4923 SE 36th Avenue  
 Portland, Oregon 97202  
 503.220.0495 ~ fax 866.847.0495

**Traffic Noise Monitoring Information Sheet**

Project Name: 180th Street Connector Project Date: 4-4-2025 Site Number: M-2

Monitoring Location: 4228 Airport Blvd Meter: 2230 Color: Blue Rec #: M-2

Start Time: 3:30pm End Time: 4:00pm Last 1-Second Leq: \_\_\_\_\_ Overall Leq: 57.6

Temp: 60° Cloud Cover: Mild Wind: Mild Precipitation: ∅

**Traffic Counts:**

Roadway Name: Airport Blvd EB Cars 68 MTrucks 0 HTrucks 1 Speeds: 40

Roadway Name: Airport Blvd WB Cars 41 MTrucks 0 HTrucks 0 Speeds: 40

Roadway Name: \_\_\_\_\_ Cars \_\_\_\_\_ MTrucks \_\_\_\_\_ HTrucks \_\_\_\_\_ Speeds: \_\_\_\_\_

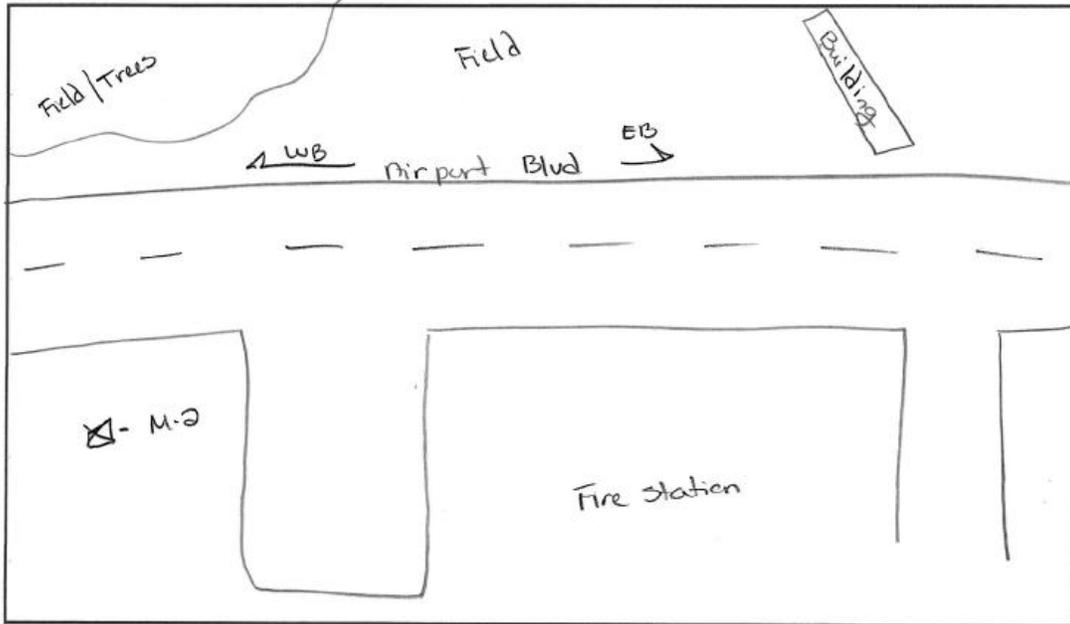
Roadway Name: \_\_\_\_\_ Cars \_\_\_\_\_ MTrucks \_\_\_\_\_ HTrucks \_\_\_\_\_ Speeds: \_\_\_\_\_

Area Observations: Traffic

Noise Observations: plane flyovers & one helicopter

Topographical Information: \_\_\_\_\_

**Site Sketch (include direction arrow and approximate distance to roadway/curb):**



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 for 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

**CITY OF ARLINGTON** Government Departments Doing Business Living Visiting How Do I...

*Arlington*  
WASHINGTON

Search...

Select Language

Afrikaans	Bulgarian	Esperanto	Italian	Latin	Mongolian	Russian	Spanish	Ukrainian
Albanian	Catalan	Estonian	Haitian Creole	Latvian	Myanmar (Burmese)	Samoan	Sundanese	Urdu
Amharic	Chinese (Simplified)	Finnish	Hawaiian	Lithuanian	Nepali	Scots Gaelic	Swahili	Uyghur
Arabic	Chinese (Traditional)	French	Hebrew	Luxembourgish	Norwegian	Serbian	Swedish	Uzbek
Azerbaijani	Corsican	Gaelic	Hungarian	Malagasy	Pashto	Shona	Tamil	Welsh
Basque	Croatian	Georgian	Icelandic	Malay	Persian	Sindhi	Tatar	Xhosa
Belarusian	Czech	German	Igbo	Korean	Malayalam	Polish	Sinhala	Telugu
Bengali	Danish	Greek	Indonesian	Kyrgyz	Maltese	Portuguese	Slovak	Thai
Bosnian	Dutch	Gujarati	Irish	Lao	Marathi	Romanian	Somali	Turkish
								Zulu

www.arlingtonwa.gov

Notify Me® Pay Online Report a Concern Agendas & Minutes

Select Language

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

**ADVERTISEMENT FOR BID**  
**City of Arlington**  
**PROJECT TITLE (PW-XXX.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](http://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](http://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 the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that 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. and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 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  
 1<sup>st</sup> Pub:

2<sup>nd</sup> Pub:

Seattle Daily Journal of Commerce  
 1<sup>st</sup> Pub: 2<sup>nd</sup> Pub:

# Request to Sublet Work

**(Program Certification - Check all that apply)**

Disadvantaged Business (DBE)

Minority Business Enterprise (MBE)

Veteran Owned Business (VOB)

Federal Small Business (FSBE)

Woman Business Enterprise (WBE)

Public Works Small Business (PWSBE)

Small Business Enterprise (SBE)

Prime Contractor	Statewide Vendor Number	State Contract Number
Project Title		Request Number

Verified that subcontractor does not have federal purchasing exclusions using [www.SAM.gov](http://www.SAM.gov).

**Approval is Requested to Sublet the Following Described Work to:**

Lower Tier Subcontractor Lower Tier Subcontractor/Subcontractor Name	Subcontractor	Unified Business Identifier (UBI)	Statewide Vendor Number or Federal Employer I.D. Number
Address			Telephone Number
City	State	Zip Code	Estimated Starting Date
If Lower Tier Subcontractor, Name of Hiring Subcontractor	Fed ID or Vendor # of Hiring Subcontractor	Request to Sublet # of Hiring Subcontractor	

Item No.	Partial or Complete	Item Description	Work Description (if partial)	Amount

**Total Sublet Amount**

<i>I understand and will ensure that the subcontractor will comply fully with the plans and specifications under which this work is being performed.</i>	Prime Contractor Representative and Title	Date
		

**Department of Transportation Use Only**

Percent of Total Contract	Program Certification Verification
This Request _____ %	Debarred/Registration Verification (LNI)
Previous Requests _____ %	Comments:
Sublet to Date _____ %	
Project Engineer or Designee Approved	Date



**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.

# Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<a href="#">Exhibit B</a>	DBE Participation
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<a href="#">Exhibit H</a>	Liability Insurance Increase
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

If to CONSULTANT:

Name:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

**IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

**VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

**IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number:

## XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:



The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Agreement Number:

Project No.

Agreement Number:

Agreement Number:

# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

**Prime Consultant Cost Computations**

---

Agreement Number:

***Sub-consultant Cost Computations***

---

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

**Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ATTACHMENT L  
**Exhibit G**  
**Certification Documents**

---

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

**Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

**Exhibit G-1(b) Certification of**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:

**Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) 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;
  - C. 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 (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

**Exhibit G-4 Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\* .

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

**Exhibit H**  
**Liability Insurance Increase**

---

**To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

## ***Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

**Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

## **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

**Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

**Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

**Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

**Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

**CONSTRUCTION CONTRACT**  
**FOR FEDERALLY FUNDED PROJECTS**

Project Name \_\_\_\_\_ Project # \_\_\_\_\_

**THIS CONTRACT**, is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the CITY OF ARLINGTON, a municipal corporation of the State of Washington, hereafter called the "CITY", and \_\_\_\_\_ (CONTRACTOR NAME) hereafter 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. SCOPE OF SERVICES**

CONTRACTOR agrees to perform the services described in the attached Scope of Work and/or proposal which is attached hereto as Exhibit "A" and is herein incorporated by reference.

**2. TERM**

- 2.1 No work is to be performed prior to written notice by the CITY to proceed.
- 2.2 All work under this Contract is to be done within \_\_\_\_\_ of notice to proceed.

**3. COMPENSATION AND METHOD OF PAYMENT**

3.1 CITY shall pay CONTRACTOR for the work performed under this Contract: (check one)  
*(please include all applicable taxes and fees)*

- Hourly:** \$ \_\_\_\_\_ per hour but not more than a total of \$ \_\_\_\_\_.
- Fixed Sum:** a total amount of \$ \_\_\_\_\_.
- Other:** \_\_\_\_\_.

for all work performed and expenses incurred under this Contract.

- 3.2 The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for \_\_\_\_\_, which includes any applicable sales or use tax, in accordance with and as described in the attached plans and specifications and the Standard Specifications for Municipal Public Works Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.
- 3.3 The CONTRACTOR shall maintain time and expense records and report them to the CITY monthly; and shall submit invoices to the CITY monthly for payment for work performed to the date of the invoice. Invoices shall be in a format acceptable to the CITY.
- 3.4 The CITY shall pay all invoices from the CONTRACTOR by mailing a CITY warrant within 30 days of receipt of a properly completed invoice.
- 3.5 All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the CITY for a period of three (3) years after final payment. Copies shall be made available to the CITY upon request.
- 3.6 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the CONTRACTOR shall correct or modify the required work to comply with the requirements of the Contract. The CITY shall have the right to withhold payment for such work until it meets the requirements of the Contract.

#### **4. PREVAILING WAGE**

- 4.1 This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wages laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OR WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this Contract as though fully set forth herein.
- 4.2 Prior to making any payment under this Contract, the CITY must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor and Industries.
- 4.3 It is the CONTRACTOR's responsibility to obtain and file the Statement. The CONTRACTOR shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the CONTRACTOR and all subcontractors. Following the final acceptance of services rendered, CONTRACTOR shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

**5. REPRESENTATIONS**

CITY has relied upon the qualifications of CONTRACTOR in entering into this Contract. By execution of this Contract, CONTRACTOR 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.

**6. STANDARD OF CARE**

CONTRACTOR shall exercise the degree of skill and diligence normally employed by contractors engaged in the same profession, and performing the same or similar services at the time such services are performed. CONTRACTOR will be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. CONTRACTOR 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.

**7. RESPONSIBILITY OF CONTRACTOR**

- 7.1 Safety. CONTRACTOR shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State, and municipal safety laws.
- 7.2 Corrections of Defects. CONTRACTOR shall be responsible for correcting all defects in workmanship and/or materials discovered 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 service 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 the CONTRACTOR.
- 7.3 Warranty. CONTRACTOR shall be responsible for correcting all defects in workmanship and material in a responsible period of time, after said work is completed. 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 in a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such correction 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 the CONTRACTOR.

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 inspection and supervision of the CITY. CONTRACTOR shall hold the CITY harmless from any and all claims which may be made against the CITY as a result of any defective work and the CONTRACTOR shall defend any such claims 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.

#### 7.4 Nondiscrimination.

- 7.4.1 Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
- 7.4.2 Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- 7.4.3 Default. Notwithstanding any provision to the contrary, Agency may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- 7.4.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the

right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe Agency for default under this provision.

- 7.4.5 Employment. Any and all employees of the CONTRACTOR while engaged in the performance of any work or services required by the CONTRACTOR under this Contract, 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.

## 8. SUBCONTRACTOR RESPONSIBILITY

- 8.1 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:

- 8.1.1 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;
- 8.1.2 Have a current Washington Unified Business Identifier (UBI) number;
- 8.1.3 If applicable, have:
- 8.1.3.1 Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
- 8.1.3.2 A Washington Employment Security Department number, as required in Title 50 RCW;
- 8.1.3.3 A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- 8.1.3.4 An electrical CONTRACTOR license, if required by Chapter 19.28 RCW;

8.1.3.5 An elevator CONTRACTOR license, if required by Chapter 70.87 RCW

8.1.4 Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

## 9. **HOLD HARMLESS**

The CONTRACTOR shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Contract 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 CONTRACTOR and the CITY, its officers, officials, employees, and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

## 10. **INSURANCE**

10.1 **Insurance Term.** CONTRACTOR shall procure and maintain, for the duration of this Contract, insurance against claims for the injuries to persons or damages to property which may arise from or in connection with the performance of the work thereunder by the CONTRACTOR, his agent, representatives, employees or subcontractors. The cost of such insurance shall be paid by the CONTRACTOR.

10.2 **No Limitation.** The CONTRACTOR shall procure and maintain insurance, as required in this Section, without interruption from commencement of the CONTRACTOR's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

10.3 **Minimum Scope of Insurance.** The Contractor's required insurance shall be of the types and coverage as stated below:

10.3.1 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.

10.3.2 Commercial General Liability insurance shall be at least as 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the CITY 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.

10.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10.4 Minimum Amounts of Insurance. CONTRACTOR shall maintain limits no less than:

10.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

10.4.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

10.4.3 Worker's Compensation coverage as required by the Worker's Compensation Act of the State of Washington.

10.5 City's Full Availability of Contractor Limits. If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the Contractor.

10.6 Other Insurance Provision. The Contractor'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 Contractor's insurance and shall not contribute with it.

10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

10.8 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.

- 10.9 Subcontractors. The CONTRACTOR shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the CONTRACTOR shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The CONTRACTOR shall ensure that the CITY is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- 10.10 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.
- 10.11 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.

## 11. CLAIMS

- 11.1 Any claim against the CITY for damages, expenses, costs or extras arising out of the performance of this 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 the CITY of final payment. CONTRACTOR, upon making applications for final payment, shall be deemed to have waived this right to claim for final payment.

## 12. COMPLIANCE WITH LAWS

- 12.1 The CONTRACTOR shall comply with all Federal, State and local laws and regulations applicable to the work done under this contract. Any violation of the provisions of this Contract shall be considered a violation of a material provision and shall be grounds for cancellation, termination or suspension of the Contract by the CITY, in whole or on part, and may result in ineligibility for future work for the CITY.
- 12.2 If federal funds are being used by the City in this Contract, the CONTRACTOR agrees to comply with the terms and conditions set forth on Exhibit B attached hereto.

**13. CITY'S RIGHT TO TERMINATE CONTRACT**

- 13.1 The CITY may terminate this Contract upon the occurrence of any one or more of the events hereafter specified:
- 13.1.1 If the CONTRACTOR should be adjudged bankrupt.
  - 13.1.2 If the CONTRACTOR should make a general assignment of benefit of his creditors.
  - 13.1.3 If a receiver should be appointed on the account of insolvency of the CONTRACTOR.
  - 13.1.4 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.
  - 13.1.5 If the CONTRACTOR shall fail to complete the work within the time specified in the contract.
  - 13.1.6 If the CONTRACTOR shall fail to make a prompt payment to subcontractors or for material or labor.
  - 13.1.7 If CONTRACTOR should persistently disregard laws, ordinances or regulations of Federal, State or municipal agencies or subdivisions thereof.
  - 13.1.8 If CONTRACTOR should persistently disregard instructions of Management, or otherwise be guilty of a substantial violation of the contract.
- 13.2 This Contract, and any amendments or extensions to said Contract 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 this 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.

**14. OWNERSHIP OF DOCUMENTS**

- 14.1 On payment to the CONTRACTOR by the CITY of all compensation due under this Contract all finished or unfinished documents and material prepared by the CONTRACTOR with

funds provided by this Contract shall become the property of the CITY and shall be forwarded to the CITY at its request.

14.2 Any records, reports, information, data or other documents or materials given to or prepared or assembled by the CONTRACTOR under this Contract 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.

**15. PLANS AND SPECIFICATIONS**

Plans and Specifications hereto referred to as the Exhibits, shall be available during office hours at the following address: \_\_\_\_\_ . Said Plans and Specifications are by this reference incorporated herein.

**16. ASSIGNMENT**

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

**17. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall be at all times during the term of this Contract an independent CONTRACTOR.

**18. ATTORNEYS FEES AND COSTS**

If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, 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.

**19. NOTICE**

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

TO THE CITY:

TO THE CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. JURISDICTION AND VENUE**

20.1 This Contract 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 Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

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

**21. SEVERABILITY**

21.1 If, for any reason, any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

21.2 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.

**22. MODIFICATION**

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

**IN WITNESS WHEREOF**, the parties have executed this Contract as of this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF ARLINGTON, WASHINGTON:  
  
By \_\_\_\_\_  
  
Title \_\_\_\_\_

CONTRACTOR:  
  
By \_\_\_\_\_  
  
Title \_\_\_\_\_

**EXHIBIT A - SCOPE OF WORK**

**EXHIBIT B – FEDERALLY FUNDED CONSTRUCTION PROJECTS**

**(A) Equal Employment Opportunity.** The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633. The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3. Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation

of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action 3 within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as nonresponsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).**

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

**1. Minimum wages (29 CFR 5.5)**

a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Frequently recurring classifications.

(1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination. The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance.

(1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a

written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **2. Withholding (29 CFR 5.5)**

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

### **3. Records and certified payrolls (29 CFR 5.5)**

a. Basic record requirements

(1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements

(1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. Required disclosures and access

(1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of

records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

##### **a. Apprentices**

(1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) Apprenticeship ratio. The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage

rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. Equal employment opportunity. The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

**(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall

be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### **3. Withholding for unpaid wages and liquidated damages**

a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(E) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II. The contractor agrees to include or cause

to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**(F) Debarment and Suspension (Executive Orders 12549 and 12689)**

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(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 default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

**3. Instructions for Certification - Lower Tier Participants:** (Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who

has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily 13 excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements) b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

**(G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).**

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**(H) Build America, Buy America Act (Pub. L. 177-58)**

Contractor must comply with the Build America, Buy America Act (BABAA) requirements codified in 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacturer is used in the bidding, a statement that Manufacturer will comply with BABAA must be included with the bid submission.

Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

**EXHIBIT C – APPRENTICE UTILIZATION**

**Intent:** *As a material part of this Contract, this exhibit includes the requirements, process, and procedures associated with the utilization of apprentices on this Contract. These requirements are in addition to the requirements that may be found elsewhere in the Contract.*

**1. APPRENTICE UTILIZATION REQUIREMENT**

The Contractor must ensure that 15 percent of the total Contract Labor Hours used on the project are performed by apprentices registered in a state-approved training program. This requirement must be included in any subcontract at any tier on the Project.

Total Contract labor hours include additional hours worked because of Change Orders, and exclude hours worked by foremen, superintendents, supervisors, owners, and workers who are not subject to prevailing wage requirements.

However, it may be determined that they are subject to prevailing wage requirements under the following criteria of WAC 296-127-015: supervisors (e.g. foreman, general foreman, superintendents) are entitled to receive at least the journey level prevailing rate of wage for performing manual or physical labor:

1. For each hour spent in the performance of manual or physical labor if it is for more than 20 percent but less than 50 percent of their hours worked on a public works project during any given week.
2. For all hours worked in any given week if they perform manual or physical labor for 50 percent or more of their hours worked on a public works project during such week. The Contractor must include the apprentice utilization requirements of this Section in all subcontracts executed for the Project and ensure that all Subcontractors working on the project are notified of the apprentice utilization requirements.

The Contractor is responsible for meeting the apprentice utilization requirements of the Contract, including overall compliance on all Contract labor hours worked by Subcontractors. The Contractor must ensure compliance with RCW 49.04, WAC 296-05, and the apprenticeship training standards for each trade/craft classification used on the Project, as set forth by L&I.

**2. APPRENTICE UTILIZATION PLAN**

The Contractor must submit a comprehensive plan listing the subcontractors and apprentices/programs to be used on the Project and how the apprentice utilization requirements will be met on the total Contract labor hours.

The plan must be submitted (*include format, time, and submission details*):

An approved Plan is required prior to \_\_\_\_\_. An updated Plan is required when any new subcontractor is approved to the project and when any Change Order Proposal is submitted.

### **3. GOOD FAITH EFFORTS AND ADJUSTMENTS TO THE APPRENTICE UTILIZATION REQUIREMENT**

If the Contractor determines that the Project will be unable to achieve the apprentice utilization percentage, the Contractor may make a written request to Project Manager \_\_\_\_\_ to adjust the required apprentice utilization percentage as allowed under RCW 39.04.320(2).

The request must include documentation of the Contractor's and subcontractor's *good faith efforts* to hire registered apprentices.

Acceptable good faith efforts must include one, or more of the following:

1. Not enough registered apprentices in the geographic/county area as verified by WSATC;
2. An inadequate number of apprentices are available to comply with the required apprentice utilization percentage as verified by appropriate state programs;
3. There are not enough hours on the project to afford the appropriate ratio of journey level to apprentice oversight as verified by the appropriate state programs and documented through the Project schedule;
4. There is a disproportionately high ratio of material costs to labor hours, which does not make the required minimum levels of apprentice participation possible for this Contract as verified by the schedule of values/bid item breakdown and/or backup invoicing from suppliers or similar;
5. Apprentice utilization and involvement in Work of the Project would void warranty as verified by an original equipment manufacturer and/or surety;
6. Other documented and verifiable impracticality that could not have been foreseen or avoided.

The Owner will evaluate the request and, if appropriate, prepare a Change Order reducing the required utilization percentage. If the Owner determines that a reduction in the required utilization percentage is not justified, the Owner will communicate the decision in writing to the Contractor and a monetary disincentive may be assessed.

### **4. PREVAILING WAGES FOR APPRENTICES**

An apprentice is defined as a laborer, worker, or mechanic employed to perform the Work for whom an apprentice agreement is established through a Training Program that is registered and approved by the Washington State Apprenticeship and Training Council (WSATC).

Per RCW 39.12.021 and RCW 49.04, apprentices must be paid the applicable prevailing hourly rate for an apprentice of that trade. An apprentice wage schedule has been added to the Journey Level rates. Intents, Affidavits, and certified payrolls must contain the relevant apprentice information and be recorded in L&I's Prevailing Wage Intents and Affidavits system.

## 5. APPRENTICE UTILIZATION REPORTING

The Contractor and every Subcontractor must report all apprentices and the wages paid as required by L&I. The Contractor must submit other information as requested by the Owner to verify compliance with the apprentice utilization requirements of the Contract. The Owner may add, delete, or change the information required by the Contractor, as necessary.

## 6. MONITORING APPRENTICE UTILIZATION

The Owner will monitor the Contractor's and subcontractor's progress in apprentice utilization by reviewing and approving Apprentice Utilization Plan(s), Intents and Affidavits filed and Certified Payroll as part of the monthly Progress Payment reviews. The Owner reserves the right to withhold payment until appropriate documentation is loaded into PWIA.

## 7. MEETING APPRENTICE UTILIZATION REQUIREMENTS: MONETARY INCENTIVE

Should the Contractor, and/or subcontractors, achieve 15% apprentice utilization *without any good faith efforts*, a monetary assessment of \$\_\_\_\_\_ will be paid to the Contractor for proportional distribution to all employers of apprentices on the Project.

## 8. FAILURE TO COMPLY WITH APPRENTICE UTILIZATION REQUIREMENTS: DISINCENTIVE ASSESSMENT

Failure to comply with requirements for apprentice utilization, without a good faith effort, is a material breach of the Contract for which the Contractor, or its subcontractors, are subject to damages. If the Owner determines that the Contractor, or any of its subcontractors, are noncompliant, a monetary disincentive assessment of \$\_\_\_\_\_ for every minimum apprentice hour not achieved, will be subtracted from monies otherwise owed to the Contractor. If no additional monies are owed, an invoice will be sent for remittance prior to the filing the Notice of Completion with the state. In no event, will the disincentive assessment exceed 5% of the Total Contract Cost.

**EXHIBIT D - FHWA-1273**

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(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 default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



# RETAINAGE OPTION

## CONTRACTOR'S OPTION FOR RETAINED PERCENTAGE ON PUBLIC WORKS CONTRACTS

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

RCW 60.28 as amended by (Chapter 223, laws of 1994) Regular Session allows each prime contractor on a Public Works contract the following options concerning the amount reserved as retainage from moneys earned by the contractor.

### Retainage Option Selection *(Please Initial Selected Option)*

\_\_\_\_\_ Retained in a non-interest bearing fund by the City until forty-five days following the final acceptance of said improvement or work as completed.

\_\_\_\_\_ Bond in lieu of retainage. Use City of Arlington Retainage Bond form.

*Complete and submit attached Retainage Bond section with Retainage Option selection.*

\_\_\_\_\_ Deposited by the City in an interest bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the contractor (Form D-162), not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; PROVIDED, that interest on such account shall be paid to the contractor.

*Complete and submit attached Retainage Escrow Account section with Retainage Option selection.*

### PRINCIPAL

### FIRM or COMPANY

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name of Firm or Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip

### Approved as to form:

\_\_\_\_\_  
Department Director or Designee, City of Arlington Date

\_\_\_\_\_  
Title



# RETAINAGE BOND

To: City of Arlington, Washington

Bond No: \_\_\_\_\_

KNOW ALL BY THESE PRESENTS that \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Washington as Principal ("Principal") and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized and admitted to transact business in the State of Washington as Surety ("Surety"), are jointly and severally held and bound unto the CITY OF ARLINGTON as Obligee ("Owner") for the use and benefit of Claimants defined below as beneficiaries of the trust fund created by RCW 60.28, in the amount of described below for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the day of 202\_\_, the Principal entered into a contract with the Owner in accordance with Drawings, Specifications, and other Contract Documents, which contract is by reference made a part of this Retainage Bond ("Contract"); AND WHEREAS, the Contract and RCW 60.28 require the Owner to reserve from the monies earned by the Principal on estimates during the progress of the improvement or work a sum not to exceed 5% ("Retained Funds");

AND WHEREAS, Principal has requested under RCW 60.28.011(6) to submit a bond for all or a portion of the Retained Funds, and the Owner is required by the statute to accept a satisfactory bond in lieu of the Retained Funds unless it can demonstrate good cause for refusing it;

AND WHEREAS, it is the intent of the Principal, the Surety, and the Owner that this Retainage Bond and any proceeds from it are subject to all claims and liens in the same manner and priority as set forth for retained percentages in RCW 60.28;

NOW THEREFORE, the condition of this obligation is that, if there are no valid claims by any person or entity arising under the Contract pursuant to RCW 60.28, and no payment due from the Principal to the State of Washington with respect to taxes imposed pursuant to Title 82 RCW or payments pursuant to RCW 50.42, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- 1. The Principal and Surety hereby jointly and severally agree among themselves and with the Owner that every person or entity making a valid claim on the Retained Fund pursuant to RCW 60.28 ("Claimant") who has not been paid in full before the expiration of a period of forty-five (45) days after the completion of all Contract work may sue on this Retainage Bond for the use and benefit of the Claimant, prosecute the suit to final judgment for the sum justly due the Claimant, if any, and have execution on this Retainage Bond, all in accordance with and to the extent permissible under RCW 60.28. The Owner shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.
- 2. No suit or action shall be commenced under this Retainage Bond by any Claimant:
  - (a) Unless the Claimant has complied with the requirements of RCW 60.28, and
  - (b) Other than in a state court of competent jurisdiction in and for Snohomish County, and not elsewhere.

3. The amount of this Retainage Bond consists of:

*(Check one of the following; if neither is checked, the first option shall apply)*

5% of the final Contract Sum, including any increases due to change orders, quantities of work, new items of work, or other additions as the Owner may pay under the Contract, any and all future progress payments and 5% of any and all increases in the Contract Sum,

or

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is a fixed portion of the Retained Funds. Any balance of the Retained Funds will continue to be withheld, and retainage will be withheld from any future progress payments or increases in the Contract Sum unless this Retainage Bond is amended or replaced.

4. The amount of this Retainage Bond shall be reduced by and to the extent of any payment or payments properly made under it.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature Date

\_\_\_\_\_  
Surety Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

\_\_\_\_\_  
Department Director or Designee, City of Arlington Date

\_\_\_\_\_  
Title



# RETAINAGE ESCROW ACCOUNT

\_\_\_\_\_  
Bank or Trust Company

Escrow No. \_\_\_\_\_  
Bank Account # \_\_\_\_\_

\_\_\_\_\_  
Branch

Agency: City of Arlington  
238 N Olympic Ave  
Arlington, WA 98223

\_\_\_\_\_  
Street Address

Project Name: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

The Undersigned, \_\_\_\_\_, herein referred to as the Contractor, has directed City of Arlington, and hereinafter referred to as the Agency, to deliver to you its warrants or checks, which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The monies will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the Agency. Attached is a list of the types of such bonds, or other securities approved by the Agency. Other bonds or securities, except stocks may be selected by the Contractor, subject to express written approval of the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of the Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_\_ subject to change as provided for by contract provisions.

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Agency directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions or that there is any compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

6. This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this escrow and you are not a party to nor bound by any instrument agreement other than this, you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

7. The foregoing provisions shall be binding upon assigns, successors, personal representatives, and heirs of the parties hereto.

The undersigned have read and hereby approve the instruction as given about governing the administration of this escrow and do hereby execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Contractor

City of Arlington

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

238 N Olympic Ave

\_\_\_\_\_  
Address

\_\_\_\_\_  
City-State-Zip

Arlington, WA 98223

\_\_\_\_\_  
City-State-Zip

The above escrow instruction received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Authorized Signature

## PAYMENT AND PERFORMANCE BOND

to the CITY OF ARLINGTON,  
WASHINGTON

**THE CITY OF ARLINGTON, WASHINGTON** (the "City") has awarded to \_\_\_\_\_ ("Principal"), a contract for the construction of the project designated as \_\_\_\_\_ ("Contract"), and said Principal is required to furnish a payment and performance bond in accordance with RCW 39.08 and, where applicable, RCW 60.28.

The Principal and \_\_\_\_\_ ("Surety"), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety, are jointly and severally held and firmly bound to the City in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_), subject to the provisions herein.

THE CONDITIONS OF THIS BOND ARE SUCH THAT, if the said Principal faithfully performs all of the provisions of the Contract in the manner and within the time therein set forth, or within such extension of time as may be granted under the Contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and material suppliers, and all persons who supply said principal or subcontractors with provisions and supplies for the carrying on of the Contract work, and shall hold the City harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence of the Principal, or any subcontractor in the performance of the Contract work, and shall hold the City harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence of the Principal, or any subcontractor in the performance of the Contract work, and shall indemnify and hold harmless from any direct or indirect damage or expense by reason or failure of performance as specified in the Contract or from defects appearing or developing in the material or workmanship provided or performed under the Contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect until, at a minimum, claims filed in compliance with Chapter 39.08 RCW are resolved and all other conditions set forth herein are satisfied.

PROVIDED FURTHER, that if said Contract is a public improvement contract involving the construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in part by federal transportation funds, then an additional condition of this bond shall be that this bond secures full payment to the State of Washington, including the departments of Revenue, Employment Security, and Labor and Industries, with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due.

THE SURETY, FOR VALUE RECEIVED, FURTHER AGREES THAT no change,

extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modification and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

THE SURETY ACKNOWLEDGES that the City will execute the Contract after the date of execution of the power of attorney attached to this bond, and the Surety further represents that the power of attorney will be valid on the date of Contract execution.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name, Title*

\_\_\_\_\_  
*Print Name, Title*

\_\_\_\_\_  
*Date of Execution*

\_\_\_\_\_  
*Date of Execution and Seal*

Name, address, and telephone of local office/agent of Surety is:

**APPROVED AND ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ for the **CITY OF ARLINGTON** by:

Departmental Approval:

\_\_\_\_\_  
*City Attorney*

\_\_\_\_\_  
*Director*

**NON-COLLUSION DECLARATION**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, free gift, commission or thing of value on account of such sale.

I HEREBY DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, at \_\_\_\_\_, WA

\_\_\_\_\_

*(Name of Organization)*

\_\_\_\_\_

*(Name and Title of Person Signing)*

\_\_\_\_\_

*(Signature)*

**CERTIFICATION REGARDING INELIGIBLE CONTRACTORS**

\_\_\_\_\_, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this bid.

The bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Authorized Official Signature*

\_\_\_\_\_  
*Title of Authorized Official*

\_\_\_\_\_  
*Typewritten Name*

\_\_\_\_\_  
*Date*

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned certifies to the best of its knowledge or belief that it complies with 49 CFR Part 20 New Restrictions on Lobbying:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
*Authorized Official Signature*

\_\_\_\_\_  
*Typewritten Name*

\_\_\_\_\_  
*Title of Authorized Official*

\_\_\_\_\_  
*Company Name*

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000, AND TO OBTAIN THIS CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.