



**TITLE VI ACCOMPLISHMENTS & GOALS REPORT**

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

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

**Contact Information**

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

Mailing Address: 238 N. Olympic Avenue

City: Arlington WA Zip Code: 98223 County: Snohomish

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

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

Mailing Address: 238 N. Olympic Avenue

City: Arlington WA Zip Code: 98223 County: Snohomish

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

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

Mailing Address: 238 N. Olympic Avenue

City: Arlington WA Zip Code: 98223 County: Snohomish

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

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

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

**Accomplishments**

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

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

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

Title VI Coordinator – Public Works Accountant - Kris Wallace, Caucasian  
Changes were made to the 2020 Organizational Chart, see Attachment A

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

**Race**

[The Demographic Statistical Atlas of the United States - Statistical Atlas](#)

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

**Language**

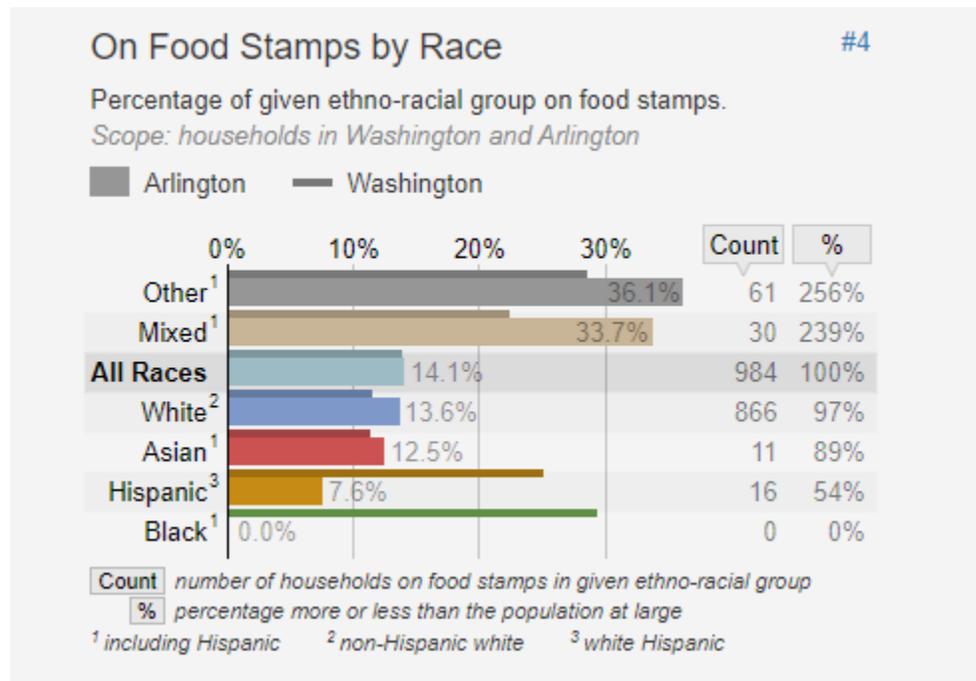
<https://data.census.gov/cedsci/profile?g=1600000US5302585>

- English – 87.5%
- Spanish – 6.5%
- Other Indo-European – 1.8%
- Asian & Pacific Island – 3.8%
- Other – 0.4%
- 12.5% speak another language than English at home

**Income**

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

The population of Arlington is 19,868, up from 17,926 in 2010. The median household income is \$82,626, with a poverty rate of 5.0%. 11.6% of Arlington’s population are veterans. 14.4% of the population in Arlington is considered to have a disability.



**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 Attachment B for City of Arlington’s TITLE VI Complaint Log, Attachment C for City of Arlington’s Complaint Form in English and Spanish.

**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.**

204<sup>th</sup> / 77<sup>th</sup> Roundabout – Project consisted of the installation of a roundabout, construction of ADA ramps and flashing crosswalks, pavement markings, new asphalt, installation of center median, new sidewalks, and area lighting. Community involvement and outreach included postcards being mailed to affected homes, businesses, and surrounding area, Letters and maps sent to the affected businesses and residents, email updates weekly to area businesses and residents, E-newsletter and website updates to the public. Project was started in 2020.

2020 Utility Improvement and Pavement Preservation – 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. Attachment D is page 2 of the contract, Section 3.4 Non-discrimination. Community involvement included postcards and letters mailed to the affected homes with a location map, timeline, website information and direct contact information. E-newsletter and social media updates on project progress and weekly updates posted on the City website, which uses Google Translate. Project was completed in 2020.

BNSF Rail / Centennial Trail Crossing Improvement – Project consisted of the realignment, planning, and construction of ADA ramps, pavement markings, and asphalt of the Centennial Trail / Railroad crossing on 67<sup>th</sup> Ave. NE. Community involvement and outreach included E-Newsletter, website, and social media updates. Outreach also included email updates to the community Bike Clubs, posted signs in the trail Kiosk stations along the trail and at the local bike store, and weekly updates on the City of Arlington website. Project was completed in 2020.

173<sup>rd</sup> St Phase 1 – Project was in the design phase during 2020. The project consists of the installation of a new roadway north of 172<sup>nd</sup> St between Smokey Point Blvd and 40<sup>th</sup> Ave with a 12-foot wide multiuse trail. Community involvement included an online open house presentation that was placed on the City’s website, and letters to the neighborhoods and businesses surrounding the project area.

172<sup>nd</sup> St / 40<sup>th</sup> Ave Intersection – Project was in the initial design phase during 2020. The project consists of a 4-way signal being placed at the intersection of 172<sup>nd</sup> St and 40<sup>th</sup> Ave with controlled turn lanes, median improvements, and ADA compliant ramps and crosswalks. Community involvement included project postcards sent to the businesses in the area, and a project webpage being placed on the City’s website.

Island Crossing Roundabout - Project was in the design phase in 2020. Project consists of a roundabout to be installed at Smokey Point Blvd and SR 530. At this time, no community outreach has begun yet.

City of Arlington website has an option available to residents for to view/read/navigate the website in over 100 different languages. The City also is looking into including a translation service on all its capital projects webpages for the resident to use on all attached documents. Attachment E shows the language options available on the City’s website.

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

204<sup>th</sup> St / 74<sup>th</sup> Ave Roundabout, this project was to install a roundabout in the intersection of 204<sup>th</sup> St and 74<sup>th</sup> Ave with ADA ramps, and flashing crosswalks. The City of Arlington needed to purchase additional right-of-way from the following property owners and businesses:

- OT Holdings
- McDonalds Corporation
- Keytrust Company
- Botch Holdings – Greg Botch - Caucasian
- Banner Bank
- EJD LLC – Bonnie Johnson - Caucasian

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

Right-of-way acquisition staff, Universal Field Services

- Mitch Legal – Caucasian
- Steve Reinhart – Caucasian
- Cyndi Whelpley - Caucasian/Asian
- Sam Meldrum – Caucasian
- Heidi Newitt – Caucasian
- Brenda Tegman – Caucasian

Appraisal Staff, ABS Valuation

- Jim Dodge - Caucasian

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

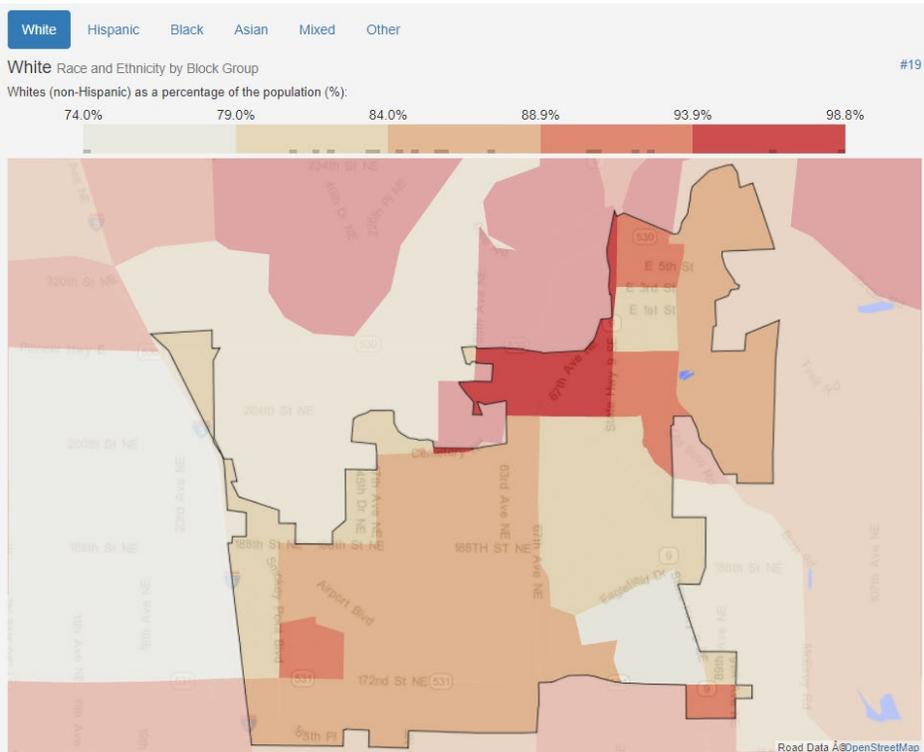
No transportation studies or plans were conducted or completed during the reporting period for 2020.

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

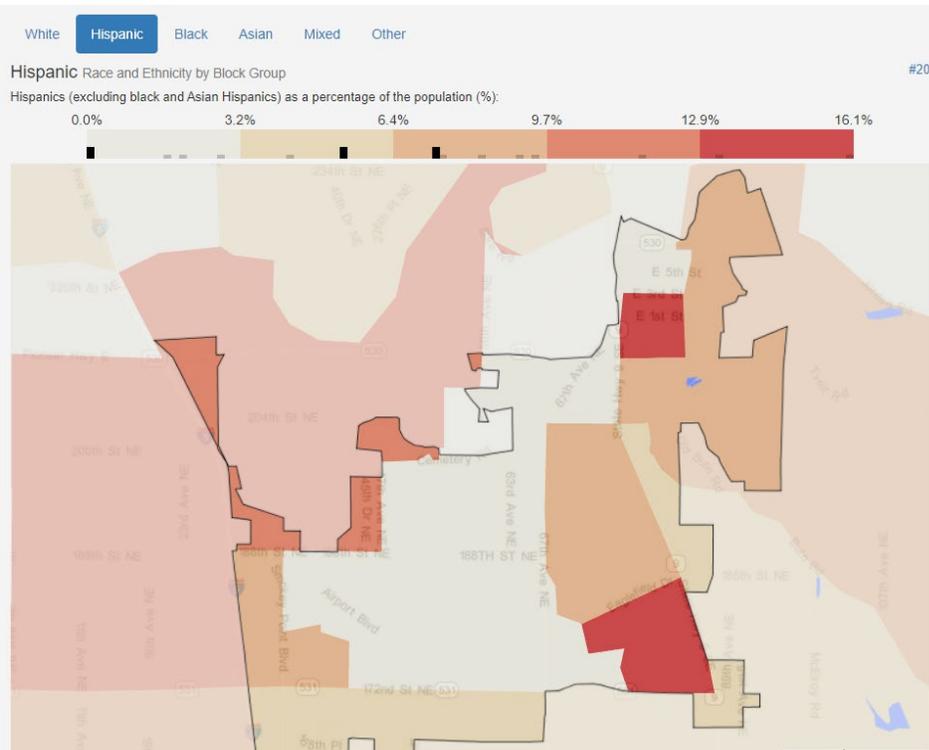
Race and Ethnicity maps for the City of Arlington are below, followed by locations where street construction projects occurred in 2020.

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

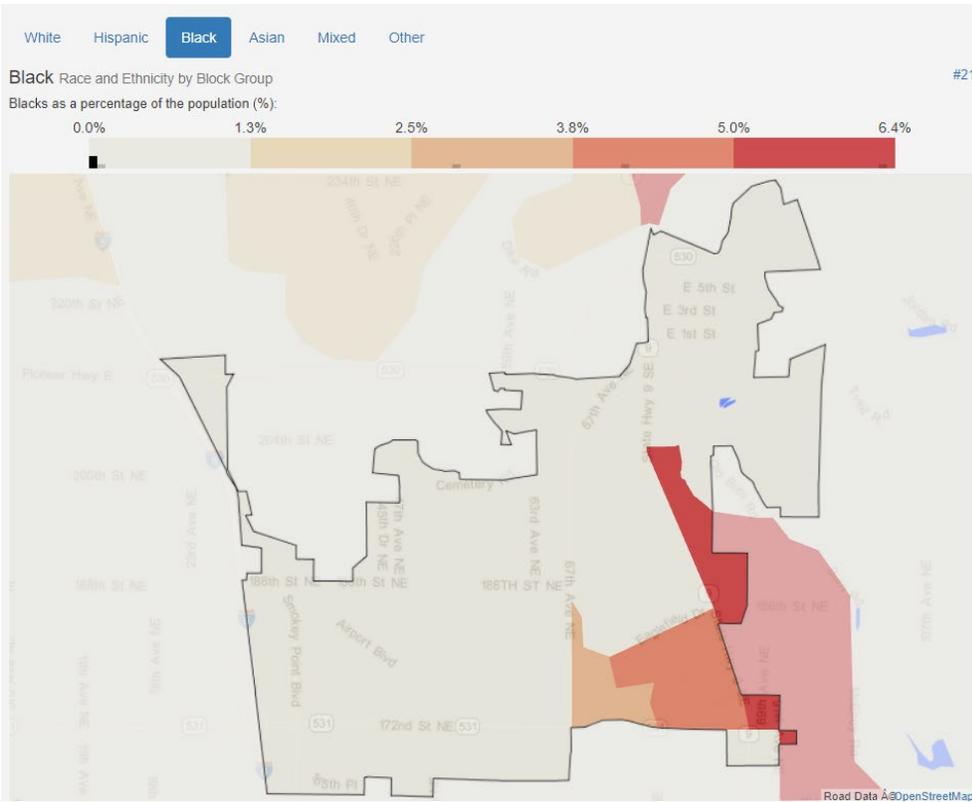
### Map of Race and Ethnicity by Block in Arlington - Caucasian



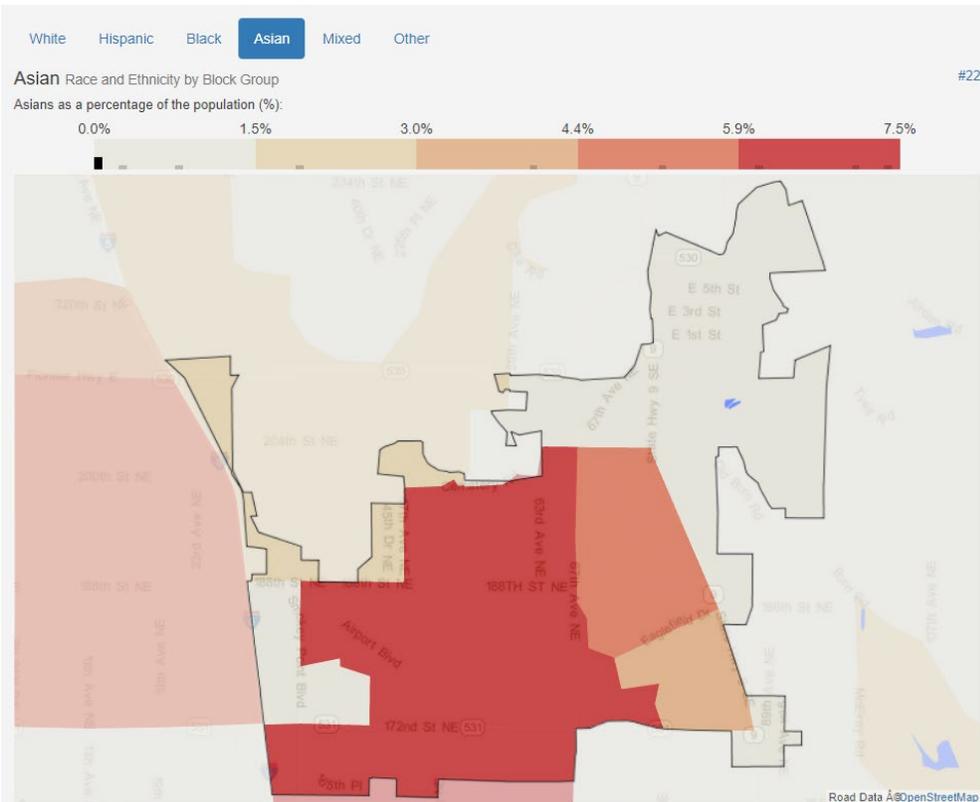
### Map of Race and Ethnicity by Block in Arlington - Hispanic



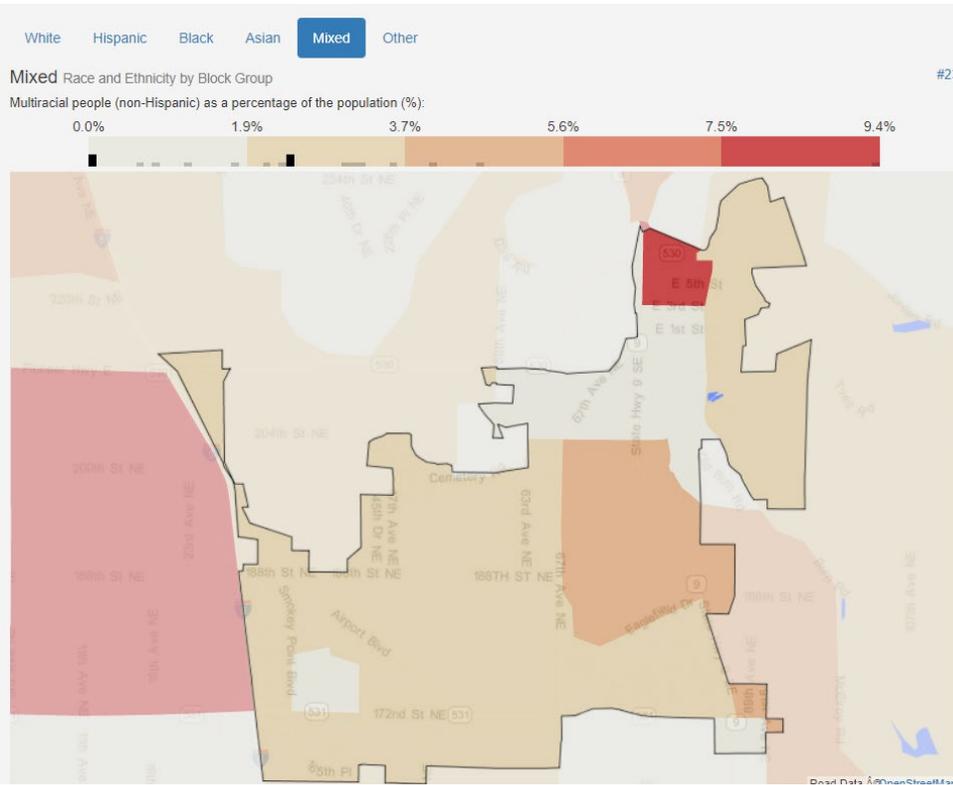
### Map of Race and Ethnicity by Block in Arlington - Black



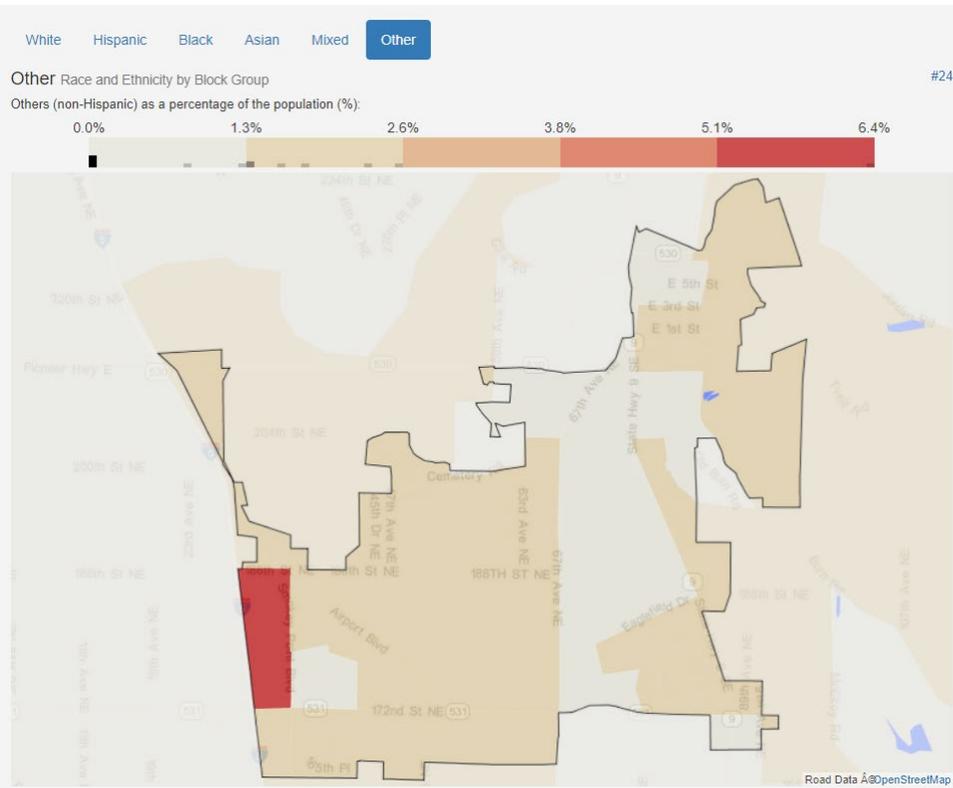
### Map of Race and Ethnicity by Block in Arlington -Asian



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



### Map of Race and Ethnicity by Block 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 2020, all city public meetings moved to a virtual setting due to the Covid-19 Pandemic. All meeting information is posted on the City of Arlington website.

- City Council Meetings
  - Regular council meetings are held every Monday at 7:00 PM, except for the month of August, unless otherwise cancelled. Meetings are posted on the Cities website, in the city's weekly Arlington Update (e-newsletter) See attachment F, and on the City of Arlington Facebook and Twitter accounts.
- Planning commission
  - Regular planning meetings are held every other Tuesday at 7:00 PM.
- Youth Council
  - Regular youth council meeting are held the second Thursday every month in the evening.
- Park, Arts & Recreation Commission
  - Regular PARC meetings are held the fourth Tuesday every month at 6:00 PM.
- Library Board Meeting
  - The Library Board meetings are held quarterly in the evenings.
- Civil Service Commission
  - Regular Civil Service Meetings are held on the first Wednesday of every month at 9:00 AM.
- Citizen Salary Commission
  - The Citizen Salary Commission meets every other year, generally takes place the first of the year.
- Cemetery Board
  - The Cemetery Board meets the third Tuesday of every other month at 2:30 PM.
- Airport Commission
  - The Airport Commission meetings are held on the second Tuesday of every other month at 7:00PM.

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

Planning Commission

- Bruce Angell - Caucasian
- Mike Thomas - Caucasian
- Tim Dean - Caucasian
- Melissa Johnson - Caucasian
- Yvonne Gallardo-Van Ornam – Hispanic

Public Works

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

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

Due to the ongoing Covid-19 pandemic and Governor Inslee's Stay Home Stay Healthy Order no in-person public meetings were scheduled. The City hosted an open house virtually on zoom for the 173<sup>rd</sup> St Phase 1 project. Letters went out to all affected houses and businesses with contact information to sign up for the zoom meeting. The presentation is posted on the project website.

**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. Due to Covid-19, no public meetings were held in person. Public interaction was limited to phone and email. No vital documents were required to be translated.

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

Smokey Point Corridor, Perteet. City conducted a full RFP solicitation. Proposals were evaluated according to criteria listed in the RFP. The most qualified being selected for contract negotiations, see attachment G for advertisement.

2020 Utility Improvement & Pavement Preservation Project, JB Asphalt. The City advertised for two weeks in the Daily Journal of Commerce and the Everett Herald, on the city website and with Solicit Bid. Upon closing, a virtual bid opening occurred, and the bids were announced. The preliminary bid is posted on the City website, and then the bids are verified. The certified bid is posted online and the lowest responsible bidder is chosen.

204<sup>th</sup>/77<sup>th</sup> Roundabout, Reece Construction Company. The City advertised for two weeks in the Daily Journal of Commerce and the Everett Herald, on the city website and with Solicit Bid. Upon closing, a virtual bid opening occurred, and the bids were announced. The preliminary bid is posted on the City website, and then the bids are verified. The certified bid is posted online and the lowest responsible bidder is chosen.

BNSF Railroad / Centennial Trail Crossing, PNW Civil. The City advertised for three weeks in the Daily Journal of Commerce and the Everett Herald, on the city website and with Solicit Bid. Upon closing, a virtual bid opening occurred, and the bids were announced. The preliminary bid is posted on the City website, and then the bids are verified. The certified bid is posted online and the lowest responsible bidder is chosen.

SR 530/Smokey Point Blvd Signal Replacement, Service Electric. The City advertised for two weeks in the Daily Journal of Commerce and the Everett Herald, on the city website and with Solicit Bid. Upon closing, a virtual bid opening occurred, and the bids were announced. The preliminary bid is posted on the City website, and then the bids are verified. The certified bid is posted online and the lowest responsible bidder is chosen.

172<sup>nd</sup> / 40<sup>th</sup> Ave Intersection Improvements, Perteet. The initial advertising for this design was done in 2018, but was placed on hold until funding was secured.

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

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

Title VI language is included in all contractor/consultant contracts. See Attached Professional Service Agreement attachment I, and the Construction Contract, attachment D. We include Title VI language in all advertisement, request for proposals, etc. Attachment H is the standard Advertisement for Bid form.

**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).**

- BNSF Railroad/Centennial Trail Crossing - \$207,000.00, Federal funded, no DBE award
- 204<sup>th</sup>/77<sup>th</sup> Roundabout, Universal Field Services - \$3,613,020.00, State & City funds, DBE award
- 2020 Utility Improvement & Pavement Preservation - \$295,940.63, City funds, no DBE award
- SR 530/ Smokey Point Blvd Signal Replacement - \$271,503.00, City funds, no DBE award
- Smokey Point Corridor - \$1,575,650.00 , Federal, no DBE award
- 172<sup>nd</sup> / 40<sup>th</sup> Intersection Improvements - \$161,538.00, State funds, no DBE award

The 204<sup>th</sup>/77<sup>th</sup> Roundabout was awarded to a certified disadvantaged business contractor, one project had a designated DBE during the reporting period.

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

No training provided by WSDOT for in person or on-line due to Covid-19 and remote working. City staff did not perform training for Title VI.

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

No training was available due to the Covid-19 pandemic.

**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.**

Training did not occur due to Covid-19 pandemic.

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

Training did not occur due to Covid-19 pandemic.

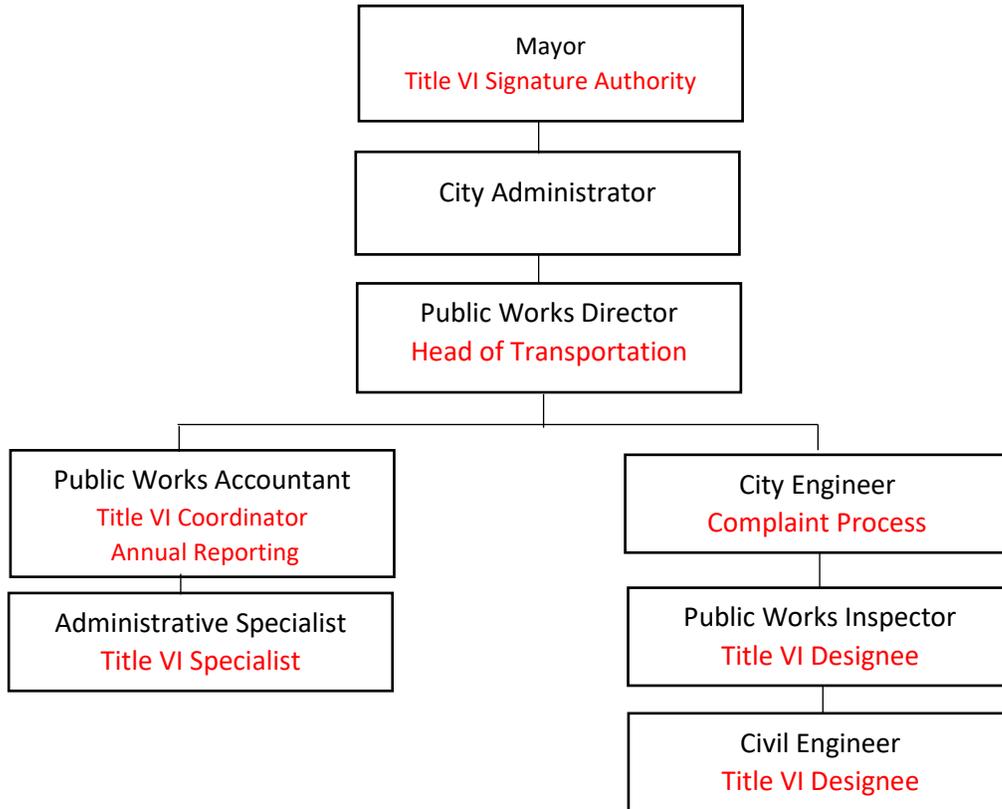
**Title VI Goals for Upcoming Year**

**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.**

- Next year the City plans to have a better reporting system in place. After staff changes over the past few years, we have now have a better process in place for our annual Title VI reporting.
- The City of Arlington Title VI team plans to attend any Title VI Training that will be offered by the state either virtually or in person depending on Covid-19 restrictions.
- The City is looking into options to be able to translate attached documents on the City website for the public. Many transportation projects have their own dedicated project page with attached project documents for the public to view. Although the website itself can translate into many different languages, the documents do not currently have that option. The City would like to offer the public the option to have the attachments translated for them as well.

# 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

Spanish

## Formulario de queja del Título VI

Uso exclusivo de la agencia	
Received	____/____/____
Response	____/____/____
Report	____/____/____
Briefing	____/____/____

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

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

COMPLETE LA PÁGINA 2 DE ESTE FORMULARIO

INFORMACIÓN ADICIONAL

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

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

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

**Firma:** (OBLIGATORIA)

**Fecha:**

## Procedimientos de queja del Título VI

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

### CÓMO PRESENTAR UNA QUEJA

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

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

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



**CONSTRUCTION CONTRACT**

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

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

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

**1.0**  
**SERVICE BY CONTRACTOR**

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

**2.0**  
**TIME OF COMPLETION**

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

**3.0**  
**RESPONSIBILITY OF CONTRACTOR**

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

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

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

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

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

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

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

#### 4.0

#### **SUBCONTRACTOR RESPONSIBILITY**

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

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

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

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

## **5.0**

### **COMPENSATION**

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

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

## **6.0**

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

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

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

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

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

**7.0**  
**OWNERSHIP OF DOCUMENTS**

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

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

**8.0**  
**CLAIMS**

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

**9.0**  
**ASSIGNMENT**

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

**10.0**  
**MODIFICATION**

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

**11.0**  
**HOLD HARMLESS**

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

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

**12.0**  
**INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13.0**  
**INDEPENDENT CONTRACTOR**

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

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

CITY OF ARLINGTON, WASHINGTON:

CONTRACTOR:

By \_\_\_\_\_  
Barbara Tolbert, Mayor

By \_\_\_\_\_

Attest

\_\_\_\_\_  
Wendy Van Der Meersche, City Clerk

Approved as to Form

\_\_\_\_\_  
City Attorney

# ATTACHMENT E

The screenshot shows the City of Arlington, WA official website. At the top, there is a COVID-19 information banner with a 'Read On...' link. Below this 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, showing a list of languages. At the bottom, there are four circular icons: Notify Me, Pay Online, Report a Concern, and Agendas & Minutes.

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

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

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

**Arlington**  
WASHINGTON

Search...

Select Language

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

www.arlingtonwa.gov

Notify Me® Pay Online Report a Concern Agendas & Minutes

Select Language

SHARE:

Join Our Email List



**September 4, 2020**

---

### **Happy Labor Day Weekend**

Monday, September 7 is Labor Day, a day to pay tribute to the contributions and achievements of the American worker. This year, on this day, it is especially important to recognize your efforts, take a break and recharge, as we look ahead to a unique fall/winter season. We have all experienced a crazy time these past months since the pandemic. We all have endured new stresses and a new normal with more challenges to come as families and employees deal with a new way of school this fall, and businesses continue to pivot to the changing economy and restrictions. We have accomplished a great deal though the last few months, and I want to thank the Arlington worker for all they have done and continue to do to make Arlington a great place to live, work and do business.

Happy Labor Day, Mayor Barb

*"Each person deserves a day away in which no problems are confronted, no solutions searched for. Each of us needs to withdraw from the cares which will not withdraw from us." – Maya Angelou*

---

**Arlington Outdoor Eatery**

City Staff and the Stilly Valley Chamber of Commerce worked to execute Mayor Tolbert's vision of an outdoor eatery at Legion Park with the goal to support restaurants and the downtown core.

Participating restaurants include Kafe Neo, Stilly Diner, Moe's Coffee Shop, Rocket Alley Bar & Grill, Mirkwood Public House, Playa Bonita, Pizza Factory, Suda Thai, and Blue Bird Cafe. Some may deliver to the park, others you will need to pick up at the curb, or in-store, or use a delivery service.

For full list of restaurants and links to menus, visit [ArlingtonOutdoorEatery.com](http://ArlingtonOutdoorEatery.com), or point cell phone camera at QR Code.



---

## **Arlington Hosts "Virtual" Stronger Together Event Sept. 19**

You are invited to participate in the Stronger Together community event on September 19. Stronger Together is aimed at building unity through community. This event focuses on community education and exploration through activities focused on culture and diversity.

Due to social distancing requirements, the activities are either online, or discover on your own, for this first time event. Online activities will include: Introduction to your

family tree, Race-the power of an illusion class, Gansango entertainment, bystander intervention training, learn about your library class, Gaelic language class for children, Native American storytelling, LGBTQ vocabulary conversation, children's book readings from Mayor Tolbert and Mayor Rankin, and more. These programs will be hosted with Zoom. Zoom link will be at [www.arlingtonwa.gov/stronger](http://www.arlingtonwa.gov/stronger).

Also, discover the Kindness Tree in the City Hall plaza, where you can add your goals to make your community a better place. Visit the Stronger Together outdoor art exhibit on the Centennial Trail, and the People of Our Communities portrait display in Legion Park. Families can pick up free cultural activity bags at the city hall plaza or Arlington Library.

The full schedule can be found at [www.arlingtonwa.gov/stronger](http://www.arlingtonwa.gov/stronger).

*A committee of people from the Stillaguamish Valley have been collaborating on this event. The original event was planned for May, but was cancelled due to COVID-19. Organizations represented in planning include: Arlington School District, City of Arlington, Town of Darrington, Sno-Isle Libraries, Stillaguamish Tribe, Sauk-Suiattle Tribe, Stilly Valley Health Connections, Stillaguamish Valley Genealogical Society, Stilly Valley Pioneers and Snohomish County Executive Office.*

## **STRONGER** *together*

### **Will Nelson Continues Stronger Together - Online Anti Racism Education**

Will Nelson, Director of Equity and Student Success for Arlington Public Schools, will continue to facilitate classes through the fall and winter. Classes are presented in Zoom format. Pre-registration is required.



Anti-racism classes - The next anti-racism session is Tuesday, October 6, with one hour for content and 30 minutes for discussion. Topic: Race, The House We Live

In. "The House We Live In" video asks, If race is not biology, what is it? This episode uncovers how race resides not in nature but in politics, economics and culture. Lunch Series - 12-1:30 p.m., Dinner Series - 4:30-6:00 p.m.

Book Studies - The first book study is scheduled for Thursday, September 10, 4:00-5:00 pm. We will be reading *Waking Up White* by Debby Irving. Please read the Introduction for the first session.

Conversations - Conversations will be unplanned and will revolve around a theme. The first conversation is scheduled for Thursday, September 17, 4:00-5:00 pm. The topic - What is Race?

Full list of fall/winter classes and registration [here](http://www.arlingtonwa.gov/stronger).  
[www.arlingtonwa.gov/stronger](http://www.arlingtonwa.gov/stronger)

---

## City Council Meetings Resume September 14

After a few weeks break in August, Arlington City Council will resume with their regularly scheduled Zoom City Council meetings, beginning with City Council Workshop on September 14.

Workshops are the second and fourth Monday of each month, and meetings are the first and third Mondays of each month at 7:00 p.m. using Zoom online.

To obtain a current Council meeting agenda, meeting minutes or the full packet, please click on the website [event calendar](#) for the date of the council meeting.

Anyone wishing to provide written or oral public comment, must pre-register by calling 360-403-3441, or by clicking [here](#).

City Council and Planning Commission meetings can also be viewed live on YouTube on the City's channel [here](#).

Planning Commission meetings are the first and third Tuesdays of the month (unless there is a Monday holiday, then the meeting is on the following Thursday) at 7:00 p.m. using Zoom online. Check the website event calendar for agendas and instructions to provide public comment.

---

## History Walk on the Centennial Trail During September

The Snohomish County Historic Commission has posted some signs around five historical areas along the Centennial Trail for the month of September. Each sign has a QR code that will give you interesting historic facts about the area in a short online format. Listen, learn and earn! There are badges and possible swag waiting for you out near Machias, Arlington, Nakashima Barn, and two others. Take a minute and learn a bit about your surroundings, answer some questions, earn some cool badges, bring some friends, and make it a challenge! To use a QR code, point your cell phone camera at the digital code, and your cell phone will bring you to the website.

Notice: A portion of the trail is closed south of Arlington where the sinkhole problem was. That issue should be fixed mid-September.

DON'T MISS THE

# HISTORYWALK2.0

ALONG THE CENTENNIAL TRAIL ALL SEPTEMBER!

-  Cool history about the area
-  Audio tour + exercise
-  Learn + have fun + earn badges!





Scan the QR code to earn a Railroad "badge"!



---

## Sno-Isle Libraries Ready to Help with Education This Fall

Sno-Isle Libraries has compiled a webpage filled with resources to help students and their families make the most of remote learning.

More information: <https://www.sno-isle.org/kids#education>



---

## Arlington Library Book Club Goes Virtual

The Arlington Library is restarting the monthly book club meetings (virtually) in September. The club generally meets the second Tuesday of each month at 6:30 p.m. This book club is for adults.

On September 8, join the lively discussion about the book *A Gentleman in Moscow* by Amor Towles.

For more information, click [here](#).

---

## Snohomish County Announces Non-Profit Grant Application

Snohomish County announced that it will be making more than \$2 million available to non-profit organizations that serve Snohomish County residents to support organizational stabilization and capacity-building for addressing the COVID-19

related needs of community members. The Non-Profit Stabilization and Capacity-Building grant program is part of the county's plan to use federal CARES Act resources to support local non-profit organizations impacted by the COVID-19 pandemic as they work to support community members in need. The application process will open on September 4, 2020 to award over \$2 million in federal CARES Act funding.

"The COVID-19 pandemic has negatively impacted people countywide, including our non-profit partners," said Snohomish County Executive Dave Somers. "We know how important the services provided by non-profit organizations are to the health, safety, and well-being of the Snohomish County community. We will continue to be strong advocates for more federal funding to support our non-profits and the people they serve."

The Non-Profit Stabilization and Capacity Building grant program is a key part of the relief and recovery action Snohomish County is taking to help non-profit organizations impacted by the pandemic. Each non-profit organization applying for grants under this program must:

1. Be registered as a non-profit organization in the State of Washington.
2. Be designated by the IRS as a 501(c)(3) organization and not in suspense or debarment.
3. Have a physical presence in Snohomish County.
4. Be in operation for at least one year.
5. Have experienced a reduction in revenue or increase in service demand attributable to the COVID-19 pandemic.

For assistance, please email [elizabeth@cf-sc.org](mailto:elizabeth@cf-sc.org).

---

## **Small Business Grant Opportunity**

The Local Initiatives Support Corporation, known as LISC, is one of the country's largest social enterprises supporting projects and programs to revitalize communities and bring greater economic opportunity to residents.

"As we have seen first-hand, COVID-19 has put enormous strain on small businesses in rural communities throughout the United States." Through generous funding from Lowe's Home Improvement, Rural LISC is offering Small Business Relief Grants

of up to \$20,000 to help rural small businesses, the lifeblood of rural America, stay afloat.

The next round of grant applications is open until September 7, and includes dedicated resources for rural small businesses. Learn more and apply click [here](#).



**Grant Opportunity  
Small Business  
Relief Grants**

from

**RURAL  
LISC**

Rural LISC is offering Small Business Relief Grants of up to \$20,000 to help rural small businesses stay afloat.

**Apply by September 7.**

---

## **Volunteers needed for the Law Enforcement Officers & Fire Fighters (LEOFF I) Disability Board**

The City of Arlington is currently accepting applications from citizens interested in serving on the new Law Enforcement Officers & Fire Fighters (LEOFF) Disability Board.

Two of the five board members must currently serve on the Arlington City Council. One must be an active or retired City of Arlington police officer or their widow(er). One must be an active or retired City of Arlington firefighter or their widow(er). The fifth member must be a resident of the City of Arlington. LEOFF Disability Board members must reside within the City of Arlington.

Members must be able to commit to monthly board meetings and required preparation time.

**To Apply:**

Please visit <https://www.arlingtonwa.gov/424/Boards-Commissions> to find out more about serving on City Boards and Commissions. To apply for this opening: <https://arlingtonwa.seamlessdocs.com/f/YEB60n>.

---

## **September 11 Deadline to Apply for K-12 School Meal Assistance**

Any student in grades K-12 in Washington state who was eligible for free or reduced-price school meals last year is eligible to receive Pandemic EBT, a benefit of up to \$399 per student. Families must complete a simple application through the Washington State Dept. of Social and Health Services (DSHS) by August 31, 2020. Pandemic EBT is available regardless of citizenship or immigration status and is not considered a public charge.

Apply online at <https://www.washingtonconnection.org/home/Flyer>

---

## **City of Arlington Utility Customer Financial Support Plan**

The Governor issued Proclamation 20 – 23.7 which extended the prohibition of assessing late fees and disconnecting water service until October 15.

The City of Arlington is updating its Customer Support Program to reflect guidance in the most recent proclamation. Details of the updated support program will be made available in September.

If you are experiencing financial hardship due to the COVID-19 pandemic, the City has implemented a customer support plan. Please call our office at 360-403-3421 for information on how to enter into the customer support plan to avoid water shut off.

If you need financial assistance, please visit the City [website](#) to see if you are eligible for a utility rate discount. The [Arlington Community Resource Center](#) may be able to assist you to find other resources.

---

## COVID-19 Financial Assistance



Assistance is open to all individuals or households in the Snohomish County that meet this criteria:

- Household is unable to pay for life sustaining needs during March 1, 2020 to December 31, 2020; and
- Household has lost a source of income through a job loss due to COVID-19 anytime during March 1, 2020 to December 31, 2020; and
- Household has at least one member who has a health condition that puts them at higher risk for serious illness if they contract COVID-19, or
- Household has a least one member 65 years or older.

Don't know if you qualify? Contact ChildStrive

Community Connector: Jazmin Lopez Ibarra

Email: [jazmin.lopezibarra@childstrive.org](mailto:jazmin.lopezibarra@childstrive.org) Phone: 425-530-8907

---

## Confirmed and Probable Cases of COVID-19 In Snohomish County

See the table below with Snohomish County COVID-19 counts for this week. Numbers less than five are suppressed to protect medical privacy. Not all cases are within city limits, and totals may include nearby unincorporated Snohomish County. Unknown includes cases are still under investigation. Counts are for Snohomish County only.

### Essential links and phone numbers for up-to-date information

- [Snohomish Health District](#)
- [Snohomish County COVID-19 Response & Community Resource Hub](#)
- [Washington State](#)
- [Centers for Disease Control and Prevention](#)
- Snohomish County COVID-19 Phone Line: 425-388-3944
- Washington State COVID-19 Hotline: Call 1-800-525-0127 or text 211 for help.

[Snohomish County Covid-19 Data Dashboard](#)

[Arlington COVID Counts](#) Graph

## CASE COUNT BY CITY

City	Last updated 9/03/2020
Arlington	311 (257 recovered)
Bothell*	520 (445 recovered)
Brier	30 (30 recovered)
Darrington	11 (<5 recovered)
Edmonds	565 (481 recovered)
Everett	2,073 (1,732 recovered)
Gold Bar	15 (12 recovered)
Granite Falls	48 (40 recovered)
Index	0
Lake Stevens	331 (279 recovered)
Lynnwood	1,128 (978 recovered)
Marysville	629 (509 recovered)
Mill Creek	117 (96 recovered)
Monroe	306 (221 recovered)
Mountlake Terrace	197 (171 recovered)
Mukilteo	114 (100 recovered)
Snohomish	456 (378 recovered)
Stanwood	181 (158 recovered)
Sultan	36 (31 recovered)
Tulalip	51 (41 recovered)
Woodinville*	25 (22 recovered)
Woodway	14 (11 recovered)
Unknown/Other	<5 (<5 recovered)

[Community Contacts](#)

## COVID-19 Information

[Snohomish County and City Case Count](#)  
[coronavirus.wa.gov](https://coronavirus.wa.gov)  
[arlingtonwa.gov/coronavirus](https://arlingtonwa.gov/coronavirus)

## In Need Resources

[Masks for Arlington](#)  
[City of Arlington Reduced Utility Rate Information](#)  
[NSCO Community Laundry Outreach](#)  
[Arlington Community Food Bank](#)  
[Arlington Community Resource Center](#)  
[Jake's House Church](#)  
[Financial Resources for WA residents](#)  
[Masks for Arlington](#)  
[Senior Farmers Market Nutrition Program](#)

### [Arlington Food Bank](#)

360-435-1631

### [Donate to Arlington Food Bank](#)

Monday 11:30am - 1:00pm

Wednesday 5:30pm - 7:00pm

Friday 11:30am - 1:00pm

19118 63rd Avenue NE, Arlington

### [Arlington Community Resource Center](#)

Currently by appointment only

360-322-6989

### [Follow on Facebook](#)

Volunteers Needed!

## Business Resources

[City of Arlington Business Resources](#)  
[Stilly Valley Chamber of Commerce](#)  
[Small Business Development Center](#)  
[Snohomish County Safe Start Plan Phase 3](#)  
[Federal Resources](#)

## Support Local Businesses

Stilly Valley Chamber of Commerce  
[Arlington Online](#)  
Downtown Arlington Business Association  
[Virtual Arlington](#)

## School Information

[Arlington Public Schools](#)  
[Lakewood School District](#)

## Community Resources

[Arlington Library](#)  
[Lakewood/Smokey Point Library](#)  
[Contact-free pick up and return of physical library materials](#)  
[www.sno-isle.org/online](https://www.sno-isle.org/online)

### [Stillaguamish Senior Center](#)

Lunches available for pick up  
M, T, Th, F, 11am-1pm.

Family Caregiver Program

Medical Equipment Loan Program

Thrift Store Mon-Fri, 9am-4pm

360-653-4551 ext 230

### [Arlington Boys & Girls Club](#)

Call for up to date info.

360-435-4442

### [Smokey Point Farmers Market](#)

18825 67th Ave NE Arlington

Fridays 2:00-6:00 p.m.

May -August 28

### [Arlington Farmers Market](#)

Legion Park, 114 N Olympic Ave.

Saturdays, 10:00 a.m. to 2:00 p.m.

June 6 - September 26

### [Snohomish County Transfer Station](#)

# Contact Us!

## Your Elected Officials

Mayor Barb Tolbert  
[btolbert@arlingtonwa.gov](mailto:btolbert@arlingtonwa.gov)

### City Council

Jesica Stickles  
[jesicas@arlingtonwa.gov](mailto:jesicas@arlingtonwa.gov)

Debora Nelson  
[deboran@arlingtonwa.gov](mailto:deboran@arlingtonwa.gov)

Michele Blythe  
[micheleb@arlingtonwa.gov](mailto:micheleb@arlingtonwa.gov)

Marilyn Oertle  
[marilyno@arlingtonwa.gov](mailto:marilyno@arlingtonwa.gov)

Mike Hopson  
[mikeh@arlingtonwa.gov](mailto:mikeh@arlingtonwa.gov)

Jan Schuette  
[jans@arlingtonwa.gov](mailto:jans@arlingtonwa.gov)

Don Vanney  
[donv@arlingtonwa.gov](mailto:donv@arlingtonwa.gov)

The Arlington City Council meets for regular Council meetings on the first and third Mondays of the month and workshops on the second and fourth Mondays of the month, excluding holidays. Meetings begin at 7 p.m.

Watch City Meetings live or recorded on [YouTube](#).

Find meeting agendas and how to provide public comment [here](#).

## Phone Numbers

Mayor's Office  
360-403-3442

Administration  
360-403-3441

Airport  
360-403-3470

Cemetery  
360-403-3428

Community & Economic Development  
360-403-3551

Finance Department  
360-403-3421  
[Express Bill Pay](#)

Fire Business Line  
360-403-3600

Human Resources  
360-403-3443

Police Business Line  
360-403-3400

Public Works Utilities  
360-403-3526

Recreation  
360-403-3448

Street & Park Maintenance  
360-403-3451

Utility Billing  
360-403-3421

Join our Mailing List!



## City of Arlington Smokey Point Blvd Corridor Proposals Due: April 9

### REQUEST FOR PROPOSAL (RFP)

Roadway, Planning, Design,  
and Preliminary Row  
Services

Proposals Due: April 9, 2020

#### 1.0 PROJECT INFORMATION

**Project Name:** Smokey Point Blvd Corridor Project (P02.464.1)

**Federal Aid No.:** STPUS-2691(010)

**Project Location:** Smokey Point Blvd between 74th Street and 200th Street

**Request Summary:** The City of Arlington is requesting interested consulting engineering firms to submit proposals for providing community engagement, engineering design and analysis, preliminary right-of-way (ROW) services, and other services necessary for the successful completion of the Smokey Point Blvd Corridor Project as described herein. A non-mandatory pre-proposal meeting will be held at the Public Works Office at 154 W Cox, Arlington, WA 98223 at 2:00 PM on March 31, 2020.

#### 2.0 PROJECT DESCRIPTION

Smokey Point Blvd between 74th Street and 200th Street, classified as a rural two-lane arterial, is located in the Smokey Point neighborhood of west Arlington. This area is growing from a mostly residential type community to a mixed use community consistent with the City of Arlington's Horizontal Mixed Use (HMU) zoning. The City of Arlington has received a federal grant for the design and preliminary ROW work associated with this community project. The goal of this project is to enhance the corridor between 174th St and 200th St to meet the needs of future growth by providing: 1) greater transportation and transit opportunities, 2) safe pedestrian and bicycle facilities, 3) improved utility services, 4) a livable and walkable corridor consistent with the HMU guidelines and the City's complete Streets Program, and 5) to meet

other needs as may be identified through community engagement.

#### 3.0 SCOPE OF WORK

The City of Arlington has obtained a full project survey including ROW and abutting property boundary lines, utility identifications, and project limit topography. The anticipated tasks for this project are summarized below, these may be added to or modified based on the Consultant's project approach and will be detailed in the RFP.

**•Community Engagement:** Consultant shall develop a Community Engagement Plan (CEP) that will serve as the basis for engaging with, and informing the community through all phases of the Smokey Point Blvd Corridor project (planning through construction). The CEP implementation for work associated with this RFP includes the planning, design and ROW phases. Community engagement will be comprehensive; encompassing many modes of communication, including, but not limited to, public meetings, articles for city and local newspapers, city website interactive media, etc.

**•Preliminary Design Data Collection:** Consultant team shall collect necessary data and information for the successful completion of this project. Data may include, but not be limited to, full traffic modal counts, current transit route and ridership analysis, corridor socioeconomic data, geotechnical borings, current background noise levels and air quality data.

**•Design Reports and Studies:** Consultant team shall complete all studies and evaluations necessary for the successful completion of this project. Studies include, but are not limited to, projected traffic movement analysis, stormwater analysis, geotechnical evaluation, cultural resource evaluation, future transit route needs ridership analysis, NEPA assessment, and noise/air quality analysis.

**•Project Design and Specifications:** Consultant team shall prepare preliminary and final engineering plans and specifications (30%, 60%, 90% and 100%), and project bid documents; all submittals to be consistent with WSDOT standards. Based on project cost estimates, the project design and ROW pro-

urement may be broken into fundable phases.

**•Estimate of Project Costs:** Consultant Team shall prepare an estimate of probable costs for the construction phase (60%, 90%, and 100%) and ROW cost estimates consistent with WSDOT right-of-way procurement standards and policies. With the 90% and 100% submittals, Consultant shall include available and probable funding sources for completion of the ROW procurement and construction work.

**•ROW Services:** Consultant Team shall provide ROW services that meet federal and WSDOT ROW procurement standards. Work shall be inclusive up to WSDOT ROW approval.

#### 4.0 QUALIFICATION REQUIREMENTS

City RFP evaluation team will score and rank RFPs based on the following criteria:

**•Team Composition and Key Personnel:** Scoring will look at firms included in the Consultant's project team, the qualification and availability of staff assigned to this project, and the consultants approach to meet UDBE goals. Consideration will be given to specialized project experience or technical competence relating to the Project Area, and familiarity with work in the north Snohomish County area. Demonstrate the ability to provide the proposed staff for the full duration of this project and that continuity will be maintained. (25 points)

**•Project Approach and Schedule:** Consultant shall demonstrate a full understanding of the City's concerns, goals and objectives with this very important project; and how the Consultant's team will meet these goals in a "Consultant defined" timeline. (25 points)

**•Experience with Similar Projects Utilizing Federal Funding:** Scoring will evaluate Consultant's team experience with projects of similar complexity and function. Also included in the evaluation will be past experience with similar federally funded projects and coordinate with WSDOT local programs. (20 points)

**•Process and Quality Control Methods:** Demonstrated ability of the Consultant and team, especially the Project Manager, to perform high quality work, to control costs and to meet schedules. Evaluation will include quality control measures

and Project Manager communication protocols. (20 points)

**•Familiarity of Relevant Codes and Standards:** Demonstrated understanding of relevant codes (*Arlington, FHWA, AASHTO, and WSDOT*) and ability to coordinate projects with jurisdictional agencies and multidisciplinary projects. (10 points)

Written proposals will be reviewed and evaluated by an Evaluation Committee comprised of City staff. Interviews will be scheduled with the top five scoring proposals.

#### 5.0 SUBMITTAL REQUIREMENTS

The entire submittal package, excluding front and back cover sheets, shall not exceed twenty (20) double-sided pages. At a minimum, the Consultant's qualifications should include:

•An introductory letter stating your firm's interest in the project,

•A clear concise description of the general approach to be undertaken on the project,

•A list of similar projects in the past five years with brief resumes of key members and project references.

•Organizational chart of project team

•Description and examples of process and quality control measures

Four (4) hard copies of the RFP must be delivered to the City of Arlington in a sealed package clearly labeled "RFP for Smokey Point Blvd Corridor Project". In person deliveries will be accepted at the Public Works Office at 154 W Cox, Arlington, WA 98223 until 2:00 PM on April 9, 2020. Deliveries via US Post shall be mailed to 238 N Olympic Ave, Arlington, WA 98223 and must be postmarked by April 9, 2020.

Address all RFP questions to the Project Administrator, Linda Taylor, at [ltaylor@arlingtonwa.gov](mailto:ltaylor@arlingtonwa.gov) or at 360-403-3526. Questions and inquiries received before 2:00 pm on April 3, 2020 will be answered. The City reserves the right to reject any and all submittals that are not responsive to this RFP request.

#### 6.0 EQUITY IN PROPOSAL SELECTION

The City of Arlington is an equal opportunity employer and encourages disadvantaged, minor-

ity, and women? owned consultant firms to respond.

**Title VI Statement**

The City of Arlington in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d?4 and 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 opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

**Voluntary SBE Goals**

A voluntary goal amount of seven percent (7%) of the Agreement is established. The consultant shall submit a SBE Participation Plan prior to commencing work on the Agreement. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not. For SBE Participation Plan Guidelines, go to: [http://www.wsdot/wa.gov/publications/fulltext/design/ConsultantSrvs/SBE\\_Guidelines.pdf](http://www.wsdot/wa.gov/publications/fulltext/design/ConsultantSrvs/SBE_Guidelines.pdf)

**Americans with Disabilities Act (ADA) Information**

The City of Arlington, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Ryan Morrison at [RMorrison@ArlingtonWA.gov](mailto:RMorrison@ArlingtonWA.gov) or by calling 360-403-3526.

Dates of publication in the Seattle Daily Journal of Commerce, March 19 and 26, 2020.

**3/26(383352)**

# ATTACHMENT H

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

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

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

Work shall include **(PROJECT DESCRIPTION)**

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

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

Plans and specifications are available for viewing only at the City of Arlington Public Works Department, 154 W. Cox Ave, Arlington, Washington 98223. Purchase of Contract Documents are available through [SolicitBid](#).

Free-of-charge access to bidding information (plans, specifications, addenda, and Bidders List) is available through the City of Arlington's on-line plan room hosted by [SolicitBid](#); simply go to [www.solicitbid.com](http://www.solicitbid.com) and click on "Posted Projects". 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. Printing costs shall be by the individual bidders, and not provide by the City. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the 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 SolicitBid at (206) 219-6481 or [support@solicitbid.com](mailto:support@solicitbid.com) for website assistance.

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

The City of Arlington in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 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 opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Published:	Everett Herald	Seattle Daily Journal of Commerce	Arlington Times
	1 <sup>st</sup> Pub: _____	1 <sup>st</sup> Pub: _____	1 <sup>st</sup> Pub: _____
	2 <sup>nd</sup> Pub: _____	2 <sup>nd</sup> Pub: _____	2 <sup>nd</sup> Pub: _____



## Professional Services Contract

Contractor

Project

Click or tap here to enter text.

Project #

Click or tap here to enter text.

Project Cost

Click or tap to enter a date.

Award Date

X

---

Department Project Administrator

Click or tap to enter a date.

End Date

### Checklist

## Solicitation Method

- Notice of Award
- Notice to Proceed
- Executed Contract
- W-9

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

### **1. SCOPE OF SERVICES**

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

### **2. TERM**

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

### **3. COMPENSATION AND METHOD OF PAYMENT**

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
- 3.2 No payment shall be made for any service rendered by the PROFESSIONAL except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the PROFESSIONAL for work performed under this Agreement as follows:
  - 3.3.1 PROFESSIONAL shall submit monthly invoices detailing work performed and expenses for which reimbursement is sought.
  - 3.3.2 CITY shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.
- 3.4 CITY shall pay PROFESSIONAL for such services: (check one)

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

Fixed Sum: A total amount of \$ \_\_\_\_\_.

Other: \_\_\_\_\_.

for all work performed and expenses incurred under this Agreement.

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

#### 4. **REPRESENTATIONS**

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

#### 5. **STANDARD OF CARE**

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

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

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

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

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

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

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

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

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

## **7. REPORTS AND INSPECTIONS**

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

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

## **8. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

**9. PROFESSIONAL'S EMPLOYEES/AGENTS**

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

**10. HOLD HARMLESS/INDEMNIFICATION**

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

**11. INSURANCE**

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

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

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

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

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

## 12. OWNERSHIP OF ASSETS

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

## 13. COMPLIANCE WITH LAWS

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

#### **14. NONDISCRIMINATION**

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

#### **15. ASSIGNMENT/SUBCONTRACTING**

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

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

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

## **16. CHANGES OR AMENDMENTS**

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

## **17. OWNERSHIP, MAINTENANCE AND INSPECTION OF RECORDS**

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

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

**18. OTHER PROVISIONS**

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

**19. TERMINATION**

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

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

**20. NOTICE**

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

**TO THE CITY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO THE PROFESSIONAL:**

CONSULTANT NAME:

\_\_\_\_\_

CONSULTANT FIRM:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY, STATE, ZIP:

\_\_\_\_\_

**21. ATTORNEYS FEES AND COSTS**

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

**22. WAIVER**

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

**23. JURISDICTION AND VENUE**

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

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

**24. SEVERABILITY**

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

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

**25. ENTIRE AGREEMENT**

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

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

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

**CITY:**

CITY OF ARLINGTON

**PROFESSIONAL:**

CONSULTANT NAME

\_\_\_\_\_  
City Authorized Representative

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Title

**EXHIBIT A**  
**SCOPE OF SERVICES**

( PROJECT NAME )

---