



# City of North Bend Title VI Report

Time Period: July 2024 through June 2025

Prepared for:

WSDOT Office of Equity and Civil Rights

310 Maple Park Avenue SE

Olympia, Washington 98501

July 31, 2025

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Report for July 2024 through June 2025

## TITLE VI ACCOMPLISHMENTS & GOALS REPORT - WSDOT

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

Mailing Address: [920 SE Cedar Falls Way](#)

City: [North Bend](#) [WA](#) Zip Code: [98045](#) County: [King](#)

Phone #: [\(425\) 888-1211](#) email address: [MMiller@northbendwa.gov](mailto:MMiller@northbendwa.gov)

Name and title of head of transportation-related services: [Mark Rigos, Public Works Director](#)

Mailing Address: [920 SE Cedar Falls Way](#)

City: [North Bend](#) [WA](#) Zip Code: [98045](#) County: [King](#)

Phone #: [\(425\) 888-1211](#) email address: [MRigos@Northbendwa.gov](mailto:MRigos@Northbendwa.gov)

Name and title of designated Title VI coordinator\*: [Tom Mohr, Deputy Public Works Director](#)

Mailing Address: [920 SE Cedar Falls Way](#)

City: [North Bend](#) [WA](#) Zip Code: [98045](#) County: [King](#)

Phone #: [\(425\) 888-1211](#) email address: [TMohr@northbendwa.gov](mailto:TMohr@northbendwa.gov)

\*When the Title VI coordinator changes, notify [TitleVI@WSDOT.wa.gov](mailto:TitleVI@WSDOT.wa.gov) within 30 days.

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

### Accomplishments

1. Have there been any changes to the approved Title VI Plan that have not been reported to OECR? [No](#).
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. [See attached organizational chart \(Attachment C\). Demographic data unknown.](#)
3. Community Demographics: Using a map of the LPA's boundaries, describe the demographics of the LPA's service area (e.g., race, ethnicity, and national origin). List, by individual languages, the percentage of the population who is Limited English proficient. If the LPA's Limited English proficient population is 5% of the total population or 1,000 individuals, whichever is less, explain the Four-Factor

Analysis by answering the statements listed on the next page. [See attached map for demographic information \(Attachment D\).](#)

1. Briefly describe the number of LEP persons served and languages spoken in the service area.

Total Estimated Population: 8590 – 2024 Estimate based on the 2020 Census.

Population Demographic Data Estimate:

- White: 79.76%, 6852 People
- Black/African American: 0.76%, 66 People
- American Indian/Alaska Native: 0.80%, 69 People
- Hispanic/Latino: 8.06%, 693 People
- Native Hawaiian/Other Pacific Islander: 0.18%, 16 People
- Some Other Race: 4.72%, 406 People

Of these reported populations, approximately 13.4% of people speak a language other than English in their home, with 9.9% being Spanish. 1.9% speak other Indo-European languages and 1.7% speak Asian and/or Pacific Islander languages. In all, approximately 1,107 people in North Bend speak a language other than English in their home.

6.1% of people in North Bend are below the poverty line, however, the median household income is 171,078 which is greater than the median household income in Washington by \$79,772. Most people experiencing poverty are aged 65 or older.

2. Briefly describe the frequency of contact with LEP persons for services or projects (e.g., customer service interactions, public meetings, and contracts bidding and awarding).

Following discussions with employees in Utility Services and administrative roles, there were no interactions with LEP persons this year at City Hall nor over the phone. The City of North Bend did not have any interactions with Limited English Proficiency people for any of their six (6) projects that went out to bid this year.

3. Briefly describe the importance of the program, activity, or service to the lives of LEP persons.

Title VI is important to the lives of Limited English Proficiency people as the programs, activities and services that it provides crucial information no matter what language you speak. LEP people deserve equal access to everything a City offers. Title VI helps to provide that.

4. Briefly describe current resources available for LEP persons and overall cost.

The City has multiple employees that fluently speak languages other than English that have volunteered to provide assistance if needed. This comes at no additional cost to the City as this is on a volunteer basis in addition to their other jobs. The following languages are spoken by city staff:

- Spanish
- Oromiffa
- German
- Ukrainian
- Russian
- Belarussian

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.](#)
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. [The City of North Bend undertook updating the Transportation Element of the comprehensive plan in 2024, which involved evaluating existing automotive and multimodal transportation infrastructure and identifying new projects for the city's 2025-2030 Transportation Improvement Plan \(TIP\). Amendments to the 2024 Comprehensive Plan included community engagement through direct mailings offered in English and Spanish, a project webpage, engagement meetings, newsletters, and social media postings. The City is currently working on a bicycle mobility plan to improve cycling infrastructure and propose additional projects to the TI. Community engagement is active through the end of October 2025 and includes event booths, project webpage, social media posting, flyers, a community wide survey, and an open house.](#)
6. Right-of-way actions: Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owner(s)/tenant(s). [The City acquired 747 sf of ROW on Thrasher Avenue for their 2025 Sidewalk Gaps project. Demographic information for property owners is unknown. The City has not sold any property.](#)
7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.
  - [Sova Consulting, Matthew Sloan, Principal – Race, color & national origin unknown.](#)
  - [ABS Valuation, Darin Shedd, Principal – Race, color & national origin unknown.](#)
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. Yes, see list below.
  - [Park and Main Intersection Traffic Analysis. An open house was conducted to receive feedback from the public for improvements at this intersection. Additionally, a traffic analysis was completed to determine traffic patterns for the intersection. The City used demographic data to help in this analysis. The City hired Maul Foster Alongi to conduct outreach for the project. They spoke with both the Mount Si Senior Center and the Montessori School, getting demographic data for all ages.](#)
  - [A traffic analysis was completed for Cedar Falls Way which determined that a future need for a center left turn lane was not needed. No demographic data was taken for this project as there was no public outreach.](#)
  - [A traffic analysis was completed for the intersection of Ballarat and 3<sup>rd</sup> to determine whether a four way stop was warranted. Based on the findings, the City has decided to add the 4 way stop](#)

at this intersection. No demographic data was taken for this project as there was no public outreach.

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. See attached Capital Projects update sheet (Attachment C) and the Capital Projects Map (Attachment E).

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.

- City regular Council Meetings – 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month @ 7pm; City Hall – 920 Cedar Falls Way, North Bend, WA 98045; Attendance is promoted via postings at City Hall, the King County Public library, US Post Office, the City website, and various social media outlets.
- Work Study Meetings – 4<sup>th</sup> Tuesdays of the month at 7pm, City Hall - 920 Cedar Falls Way, North Bend, WA 98045.
- Committee Meetings once monthly – various days as posted at City Hall, the Public Library, US Post Office and the City Website.

1. Identify members of the LPA's transportation planning and/or advisory groups by race, color, and national origin The City's Transportation & Public Works Committee is the primary group that recommends projects to move forward to City Council for formal approval. The group members are appointed by the Mayor each calendar year, from the City Council. The City Council is elected by the citizens of North Bend, so the City is unable to make efforts to diversify this committee. For 2025, the following City Council members represented the Transportation & Public Works Committee as follows:

- Councilmember Koellen – demographic data unknown
- Councilmember Tremolada – demographic data unknown
- Councilmember Rustik – demographic data unknown

2. Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting. Our Bike Mobility survey currently has demographic data questions within the survey which asked age, ethnicity, how many people live in the household, ages, and household income.

The 2024 Shoreline Public Access survey asked age, ethnicity, how many people live in the household, ages, and household income.

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

City of North Bend has not received any language assistance requests this year. However, the City is prepared to assist citizens in need of assistance with the following languages: Spanish, Oromiffa, German, Ukrainian, Russian, Belarussian. City staff fluent in second languages have volunteered to assist citizens who need assistance.

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

- The City of North Bend follows the WSDOT LAG manual to advertise/award projects based on the lowest bid method for responsible and responsive bids submitted.
- For Consultant Contracts, the City uses the MRSC rosters and solicits Statement of Qualifications; responsive consultants are then interviewed, and selection is based upon project experience, responsiveness to solicitation and other project variables including sub-consultants utilized.
- All solicitations are advertised for month, with two ads each in both the Snoqualmie Valley Record and the Daily Journal of Commerce.

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?)

The following language has been added to our call for bids and has been included in our specifications: "The City of North Bend 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 insure 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."

This language is included in the contract as a part of the specifications.

The Appendix A and E of the Assurances have been inserted into our contracts and agreements as of August 1, 2025. A copy of the contract has been included with the report for your review.

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). [See Attachment F.](#)

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

1. List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and entity that conducted the training. [Mike Mayen and Carrie Smith both attended an in person WSDOT Title VI training this year in Everett on September 19th. Mike Mayen reviewed the Title VI basics for local agencies slides on the WSDOT website, including watching the linked videos.](#)

2. When was Title VI internal training provided to staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees. [No internal training was conducted for Title VI, however, City staff attended a training in September.](#)

3. List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable. [None](#).

15. Title VI Goals for Upcoming Year

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

[Public Works would like to incorporate more demographic collection into their transportation-related public meetings.](#)



**Washington State  
Department of Transportation**

## Appendix 28.92

### Letter of Intent to Comply with WSDOT Title VI Plan

In lieu of adopting a Title VI Plan, the CITY OF NORTH BEND

agrees to comply with the WSDOT Title VI Plan.

The CITY OF NORTH BEND assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The CITY OF NORTH BEND further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the CITY OF NORTH BEND distributes federal aid funds to a sub-recipient, the CITY OF NORTH BEND of will include Title VI language in all written agreements and will monitor for compliance.

The CITY OF NORTH BEND is responsible for initiating and monitoring Title VI activities, collecting data, preparing reports (including Appendix 28.93) and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation, WSDOT Title VI Plan, and the WSDOT Local Area Guidelines manual.

Signature

DIRECTOR OF PUBLIC WORKS

Title

MR. MARK RIGOS/ DIRECTOR OF PUBLIC WORKS

Name and Title of Public Works/Transportation Manager

MR. TOM MOHR

Name and Title of Title VI Coordinator

7/22/25

Date Executed

mrigos@northbendwa.gov

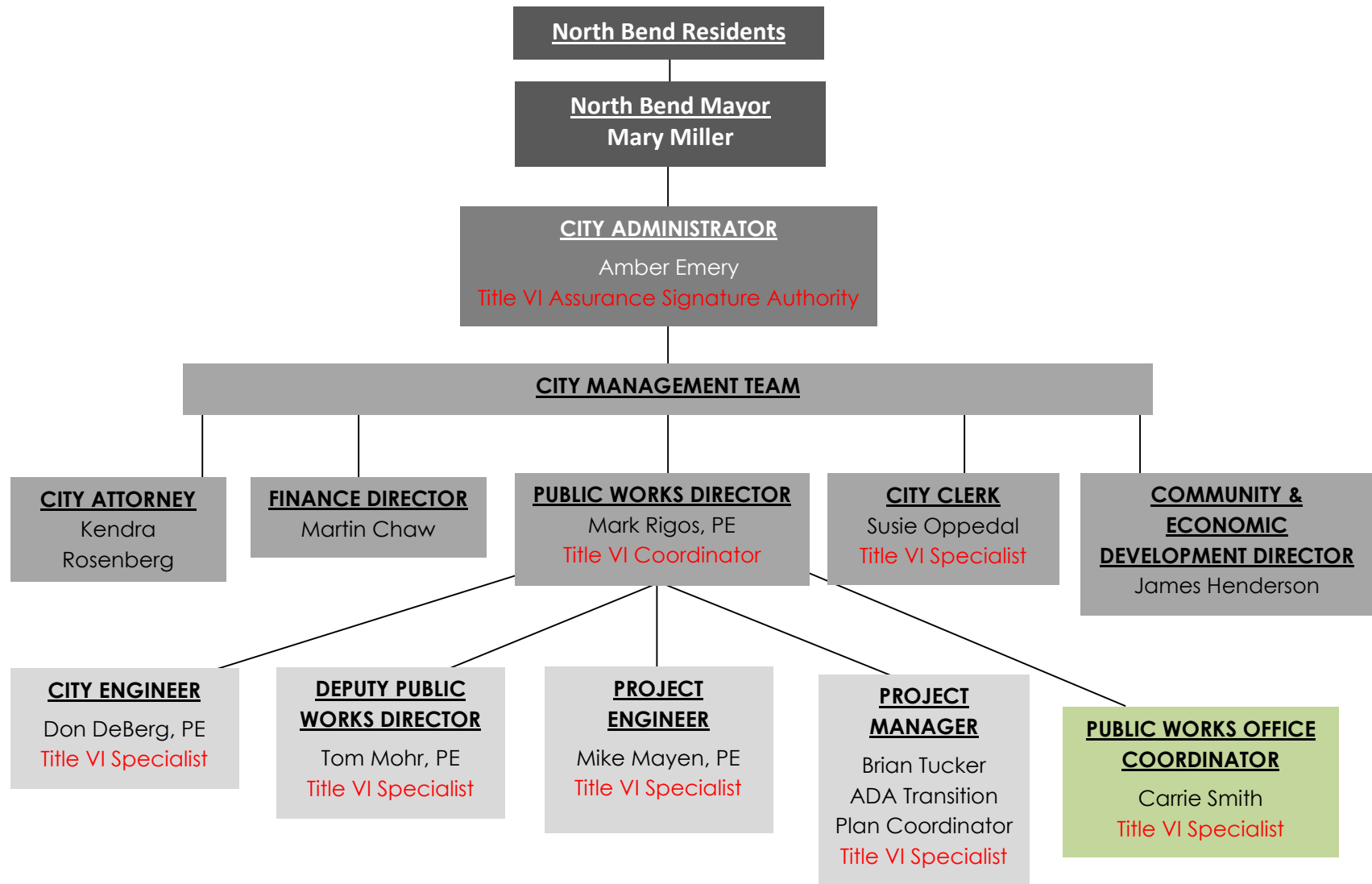
Email Address

tmohr@northbendwa.gov

Email Address

**Required Attachment:** signed, unaltered USDOT1050.2a, Standard Title VI Assurances

Attachment A  
2025 CITY OF NORTH BEND TITLE VI ORGANIZATION CHART



## **City of North Bend Capital Projects Update**

Updated July 2025

### **South Fork Ave / Nintendo Bypass Project:**

#### **Design 2022-2025**

Approximately 3,500 feet of new bypass roadway along the left bank of the South Fork Snoqualmie River between Bendigo Blvd (SR202) and North Bend Way.

### **Cedar Falls Way Sidewalk:**

#### **Design 2025 and Construction Completion anticipated for Fall 2026**

Approximately 5,000 feet of new curb, gutter, and sidewalk on the south side of Cedar Falls Way from Mountain View Boulevard to Mt Tenerife Drive. Additional infrastructure such as bioswales, street lights and new driveway aprons will be installed.

### **Roundabout at Bendigo Blvd (SR202) / Mt Si Blvd:**

#### **Design 2022-2024 and Construction in 2025**

New Roundabout at Bendigo Blvd (SR202) – Mt Si Blvd intersection including sidewalks/shared use paths, bike lanes, new curb & gutter and ADA ramps.

### **Roundabout at North Bend Way/Mt Si Road:**

#### **Design 2024-2025 and Construction in 2026**

New Roundabout at Bendigo Blvd (SR202) – Mt Si Blvd intersection including sidewalks/shared use paths, bike lanes, new curb & gutter and ADA ramps.

### **Tanner Trail along North Bend Way:**

#### **Design in 2024-2025 and Construction in 2026**

Approximately 6,000 feet of new trail along south side of North Bend Way connecting the current Tanner Trail and Snoqualmie Valley Trail.

### **2025 Sidewalk Gaps Project:**

#### **Design in 2024-2025 and currently under construction in Summer 2025.**

Curb, Gutter and Sidewalk improvement projects including 750' along the east side of Thrasher Ave from NE 2<sup>nd</sup> street to North Bend Way, 3,400 feet on the North Side of SE 140<sup>th</sup> from Eagles Nest Placve SE to the west side of the new Ichijo Development and 800' on the north side of North Bend Way between Dahlgren Park and Snoqualmie Valley Trail.

### **5<sup>th</sup>, 6<sup>th</sup> and Main Sidewalk, Road Reconstruction and Water Main Replacement Project:**

#### **Design in 2024-2025 and currently under construction in Summer 2025.**

Curb, gutter and sidewalk is proposed on 5<sup>th</sup>, 6<sup>th</sup> and Main Street to the west of Ballarat Ave and north of 4<sup>th</sup> Street. Water main is to be replaced in 5<sup>th</sup>, 6<sup>th</sup>, Main and Pierce with the project. Additionally, the SVT intersection of Main Street is to be lowered which will involve partially regarding Main Street north and south of the trail intersection. 5<sup>th</sup> Street between Main and Ballarat is proposed to be lowered a foot. This project also involves various stormwater improvements and potential Overhead Power undergrounding.

### **North Bend Way Bridge Deck Repair**

#### **Design in 2023-2024 and currently under construction in Summer 2025.**

Repairs will be made to the two bridges crossing the South Fork of the Snoqualmie River and Ribery Creek along North Bend Way. Existing asphalt on either side of both bridges will be grind and inlaid along with the repairs.

### **Park and Main Intersection Improvements**

#### **Design in 2025 and Construction in 2026**

At this intersection, there is proposed lighting, RRFBs (rectangular rapid flashing beacons) on the two Park Street crossings, joint utility trench, re-channelization and a centerline curb west of the intersection towards Bendigo Blvd. to prevent cross traffic movements, as well as signage and drainage

improvements. The project also includes water main and joint utility trench.

#### **McClellan Alley Improvements**

##### **Design in 2025/2026 and Construction TBD**

This project will beautify the alley downtown that provides parking for patrons. Proposed are improvements to sewer, water, joint utility trench and parking. The project will provide better accessibility to North Bends Downtown.

#### **Ballarat Plaza Project**

##### **Design in 2025 and Construction TBD**

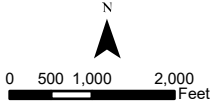
This project will close off the portion of Ballarat between North Bend Way and McClellan Alley to traffic and create a pedestrian friendly plaza downtown. Project includes joint utility trench, water main, benches, pavers and storm improvements.

#### **Ballarat Right-of-Way Parking Project**

##### **Design in 2025 and Construction Fall 2025**

This project will improve the neglected Ballarat Ave right-of-way north of Park Street to add parking, new water main and storm improvements to the street.

# City of North Bend Community Demographics

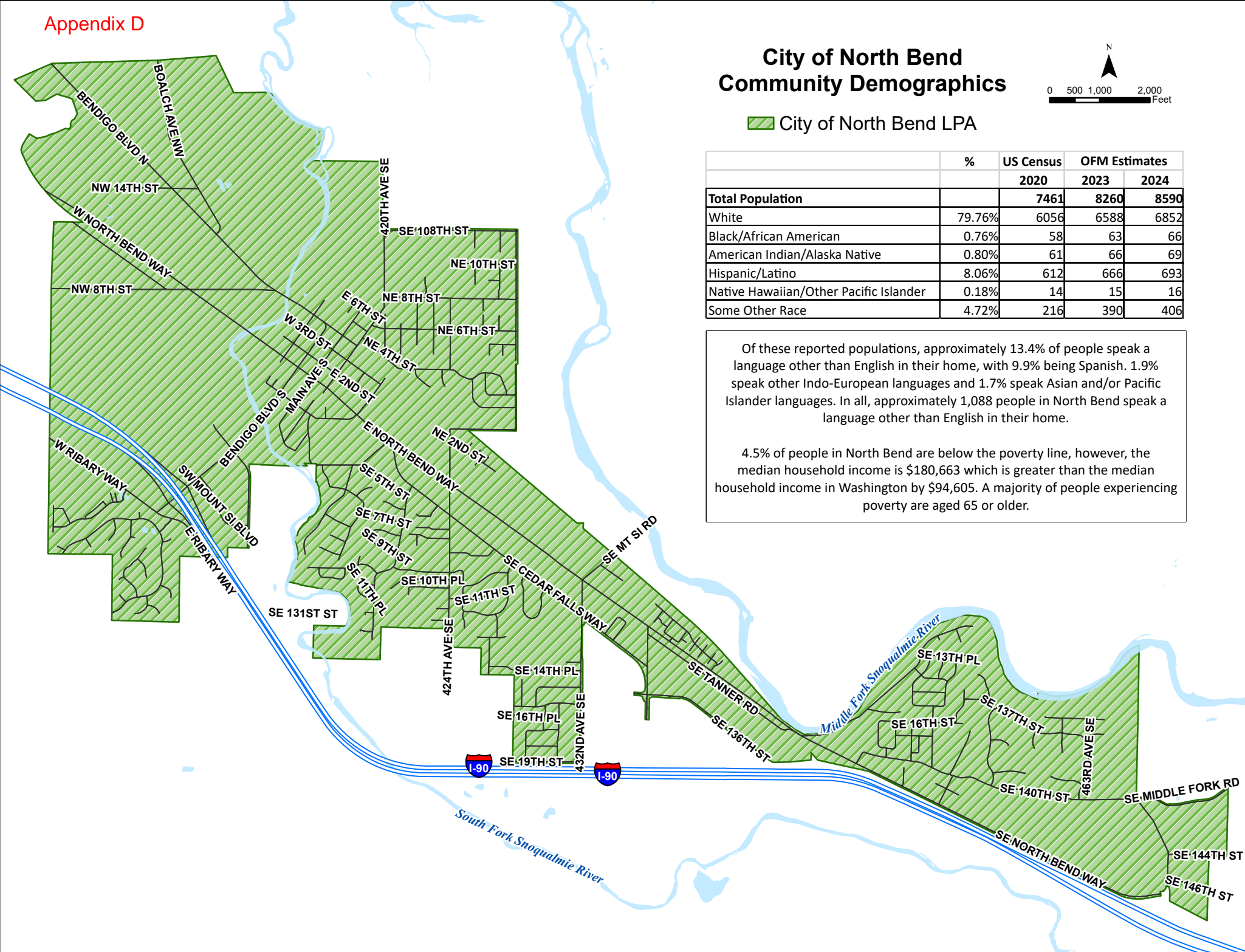


City of North Bend LPA

	%	US Census 2020	OFM Estimates	
			2023	2024
Total Population		7461	8260	8590
White	79.76%	6056	6588	6852
Black/African American	0.76%	58	63	66
American Indian/Alaska Native	0.80%	61	66	69
Hispanic/Latino	8.06%	612	666	693
Native Hawaiian/Other Pacific Islander	0.18%	14	15	16
Some Other Race	4.72%	216	390	406

Of these reported populations, approximately 13.4% of people speak a language other than English in their home, with 9.9% being Spanish. 1.9% speak other Indo-European languages and 1.7% speak Asian and/or Pacific Islander languages. In all, approximately 1,088 people in North Bend speak a language other than English in their home.

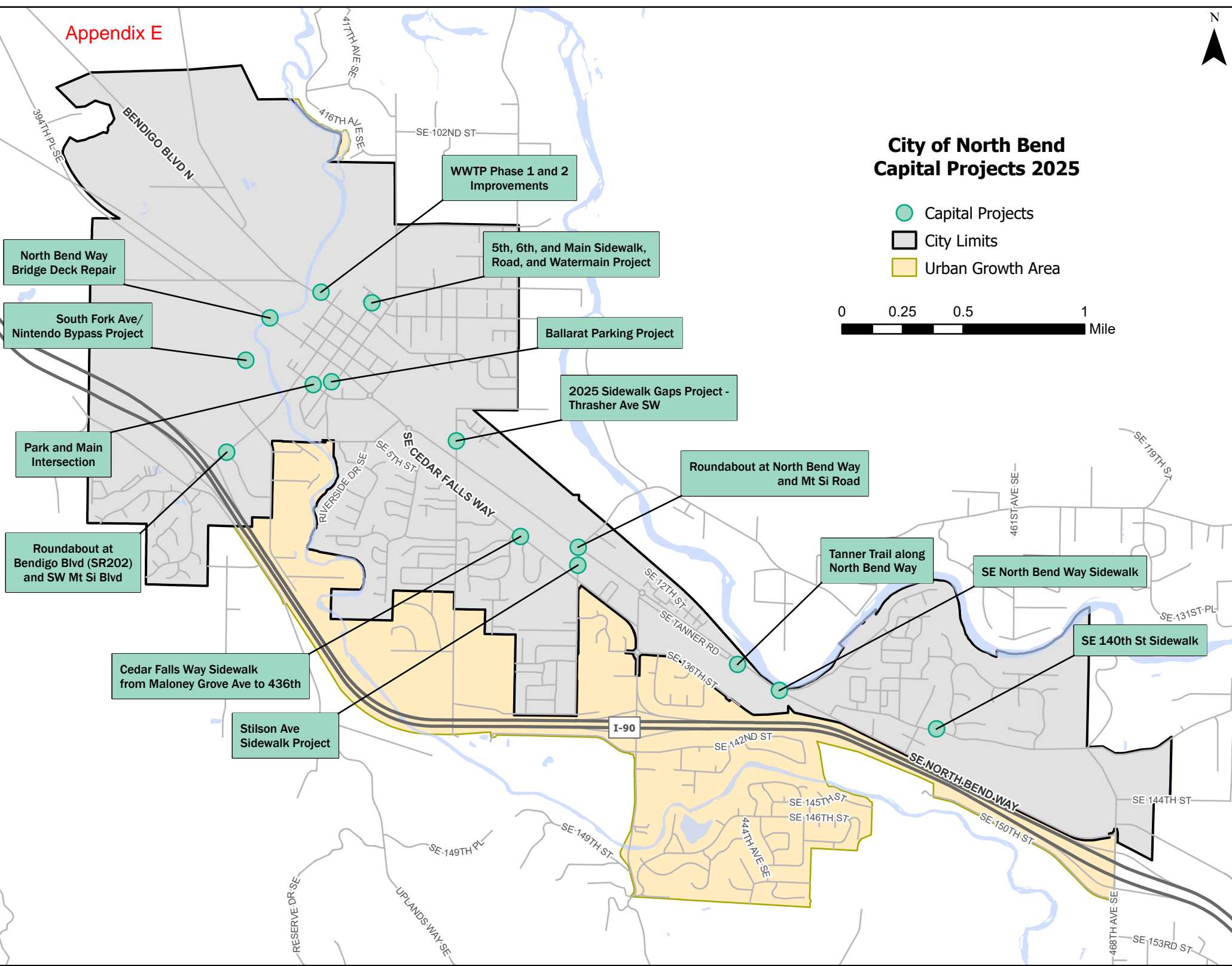
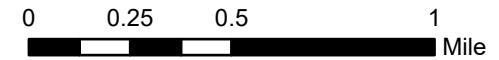
4.5% of people in North Bend are below the poverty line, however, the median household income is \$180,663 which is greater than the median household income in Washington by \$94,605. A majority of people experiencing poverty are aged 65 or older.





## City of North Bend Capital Projects 2025

- Capital Projects
- City Limits
- Urban Growth Area



## Appendix F

City of North Bend Agreements/Contracts/Bonds/Licenses	Contract Number	Initiated	Expires (date)		Funding Source
Parametrix, Inc.	2023-55	10/9/2023	3/31/2024	Engineering Design for North Bend Way Bridge #1135-3, NTE \$222,148.42	Capital Streets
Parametrix, Inc.	2023-65	11/7/2023	12/31/2025	Preliminary Engineering on the Middle Fork Flood Conveyance, NTE \$435,750.15	Capital Streets
Gray & Osborne, Inc.	2024-01	1/3/2024	12/31/2025	Design of NW 8th Street Watermain Project, NTE \$97,800	Capital Streets
Gray & Osborne, Inc.	2023-72	1/3/2024	12/31/2024	Design of SR-202 Shared Use Path Extension, NTE \$540,000	Capital Streets
KPFF	2023-71	1/18/2024	12/31/2025	Design of North Bend Way/Mt Si Road Roundabout Project, NTE \$414,302	Capital Streets
Gray & Osborne, Inc.	2024-12	2/12/2024	12/31/2025	Gardiner Creek at NW 8th Street Alternatives Analysis (flooding), NTE \$37,900	Capital Streets
RH2 Engineering, Inc.	2024-23	3/13/2024	2/28/2026	Engineering Design Tanner Trail Extension, NTE \$224,536.62	Municipal Projects
Parametrix, Inc.	2024-24	3/18/2024	2/28/2026	Engineering Design for the South Fork Ave Bypass and Starfish Roundabout, NTE \$1,066,604.73	Capital Streets
Transpo Group	2024-35	4/17/2024	12/31/2024	ADA Transition Plan for Public Right-of-Way, NTE \$89,980	Streets Overlay
Northwest Railway Museum	2024-44	5/22/2024		Design of Railway Crossings Project, NTE \$89,000	Capital Streets
Maul Foster & Alongi, Inc.	2024-53	6/18/2024	6/30/2025	Park Street/Main Ave Intersection Communications Support (part of Park Street Corridor Project), NTE \$16,565	Capital Streets
PH Consulting, LLC	2024-39		12/31/2025	SR202 Sidewalk Gap Project, NTE \$61,500	Capital Streets/Grant
Site Workshop	2024-81	11/5/2024	12/31/2025	Gateway to Taylor Park, NTE \$199,436.00	Parks
RW Lockwood, Inc.	2025-14	4/22/2025		2025 SR-202 Sidewalk Gap Project NTE \$131,204.98	Capital Streets/Grant
Ryatt Construction	2025-48	xx/xx/2025		5th, 6th & Main Avenue Project, NTE \$1,647,094	Capital Streets/Stormwater/Water
Puget Sound Energy	2025-13	03/xx/24		Street Lighting Order for 2024 Sidewalk Gaps Project, NTE \$83,028.60	Capital Streets
PH Consulting, LLC	2025-25	4/1/2025	12/31/2025	3rd & Ballarat Intersection Analysis, NTE \$9,500	Capital Streets
PH Consulting, LLC	2025-24	4/1/2025	12/31/2026	Ballarat Ave. Parking Project, NTE \$93,000	Capital Streets
PH Consulting, LLC	2025-23	4/1/2025	12/31/2026	Cedar Falls Way Pedestrian Improvement Project Design, NTE \$332,000, 06/16/25 1st Amendment NTE \$10,500,	Capital Streets
PH Consulting, LLC	2025-09	2/5/2025	12/31/2026	Park & Main Intersection Design, NTE \$148,650	Capital Streets
PH Consulting, LLC	2024-69	9/5/2024	12/31/2025	2025 Sidewalks Gaps Projects, NTE \$74,400	Capital Streets
PH Consulting, LLC	2024-39		12/31/2025	SR202 Sidewalk Gap Project, NTE \$61,500	Capital Streets
Parametrix, Inc.	2025-30	5/7/2025	12/31/2026	Construction Management & Inspection Services for North Bend Bridge #1135-4 Rrepair & Overlay Project, NTE \$42,905.44	Capital Streets
Parametrix, Inc.	2025-20	4/1/2025	4/1/2027	Structural Bridge Inspections for Vehicular Bridge @ Mt Si Industrial Project, NTE \$45,000	Capital Streets
Parametrix, Inc.	2024-91	2/10/2025	12/31/2026	McClellan Street Improvements Project, NTE \$1,176,287.92	Capital Streets

City of North Bend Agreements/Contracts/Bonds/Licenses	Contract Number	Initiated	Expires (date)		Funding Source
Parametrix, Inc.	2024-24	3/18/2024	2/28/2026	Engineering Design for the South Fork Ave Bypass and Starfish Roundabout, NTE \$1,066,604.73	Capital Streets
Parametrix, Inc.	2023-65	11/7/2023	12/31/2025	Preliminary Engineering on the Middle Fork Flood Conveyance, NTE \$435,750.15	Capital Streets
Parametrix, Inc.	2023-56	9/19/2023	12/31/2024	Engineering Design for North Bend Way Bridge #1135-4, NTE \$164,200.70	Capital Streets
Parametrix, Inc.	2023-55	10/9/2023	12/31/2025	Engineering Design for North Bend Way Bridge #1135-3, NTE \$222,148.42, 09/19/24 Supplement No. 1 Increased Contract Completion to 12/31/25, 06/18/25 Supplement No. 2 Construction Management & Inspection Services, NTE \$162,475.63 by Council Motion,	Capital Streets
Parametrix, Inc.	2023-28	6/7/2023	12/31/2025	Preliminary Engineering Design South Fork Levee Setback Project, NTE \$756,200.77	Storm Drainage
Parametrix, Inc.	2022-30	5/25/2022	12/31/2026	Ribary Creek Flood Risk Reduction Project, NTE \$404,849.60, 12/18/23 Amendment #1 Extending Expiration date to 12/31/2025, Amendment #2 Field Delineation and Determination Report through Wetland Resources NTE \$5,750.00 & Extending the Duration to 12/31/26,	Storm Drainage
Northwest Construction, Inc.	2025-40	6/18/2025	Project Completion	Meadowbrook Improvements Project (Including Meadowbrook ULID No. 7), NTE \$10,297,755.89	WWTP Critical Improvements
Massana Construction, Inc.	2025-29	xx/xx/2025		North Bend Bridge #1135-3 & #1135-4 Deck Repair and Overlay Project, NTE \$1,916,287.40	Capital Streets
Fury Site Works	2025-41	Project Acceptance	Project Completion	2025 Sidewalk Gaps Projects, NTE \$1,333,368.29	Capital Streets
Westerlund Excavation, LLC	2025-31		5/12/2025	Dahlgren Rectangular Rapid Flashing Beacon (RRFB) Crossing Project, NTE \$41,700, 07/15/25 Project Accepted as Complete by Resolution 2156	Capital Streets
Awaiting Signed Documents or Review					
Most Recent Contract Number Used					
Move to Expired in Records Center - Assign DAN					

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**

**Assurances**

**DOT Order No. 1050.2A**

The City of North Bend (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Washington State Department of Transportation (WSDOT), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Washington State Department of Transportation."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of North Bend also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the City of North Bend access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the City of North Bend. You must keep records, reports, and submit the material for review upon request to City of North Bend, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of North Bend gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Washington State Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of North Bend  
(Name of Recipient)

by

  
(Signature of Authorized Official)

DATED

7/22/2025

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **(Title of Recipient)** will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Washington State Department of Transportation, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Recipient)** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto **(Title of Recipient)** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Recipient)**, its successors and assigns.

The **(Title of Recipient)**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the **(Title of Recipient)** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **(Title of Recipient)** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **(Title of Recipient)** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **(Title of Recipient)** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **(Title of Recipient)** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **(Title of Recipient)** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **(Title of Recipient)** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **(Title of Recipient)** will there upon revert to and vest in and become the absolute property of **(Title of Recipient)** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT, made in two (2) copies, each of which shall be deemed an original, is entered into as of the date hereinafter affixed, by and between the City of North Bend, a Washington municipal corporation (hereinafter “Contracting Agency”), and Transportation Systems, Inc., a Corporation in the State of Washington (“Contractor”).

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. Contractor shall complete the work described in the Contract Documents, defined in Section 2, for the construction project referred to as the **XXXX NAME OF PROJECT** (“Work”). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for herein and in the Contract Documents, unless otherwise specified herein. The Contractor shall guarantee said materials and Work for a period of one year after completion of this Contract. This guarantee is supplemental to and does not limit any other remedies available to the Contracting Agency.
2. The Contract between the parties includes this Agreement, along with the Bid Proposal, Bonds, Standard Specifications, Special Provisions, Amendments to the Standard Specifications, Plans, Wage Rates, L&I form Statement of Intent to Pay Prevailing Wages, Certificate of Insurance naming City as additional insured, copy of Contractor’s state contractor license and UBI number, copy of Contractor’s city business license, Declaration of Option for Management of Statutory Retained Percentage, which are all hereby incorporated by reference and made a part of this Contract as if fully set forth herein, and shall be referred to collectively as the “Agreement,” “Contract” or “Contract Documents.”
3. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the Contracting Agency until approved in writing by the Mayor or a designate who is authorized to execute change orders.
4. Contracting Agency shall pay Contractor at the unit and lump sum prices set forth in Contractor’s Bid Proposal included in the Contract Documents, and also by force account as may be determined in the City’s sole discretion, the total sum of **TWO HUNDRED NINETY-EIGHT THOUSAND, FOUR HUNDRED EIGHTY-FIVE DOLLARS AND 00/100 (\$298,485.00)**, plus Washington state sales tax. Such payment shall be made according to the Contract Documents as to time, manner, condition, and all other material terms of payment. The payments to Contractor include the costs for all labor, tools, materials and equipment for the Work.
5. Contractor shall complete, execute and return to Contracting Agency the following forms at the time of execution of this Agreement:
  - A. Declaration of Option for Management of Statutory Retained Percentage (Exhibit A);
  - B. Retainage Option (if chosen) (Exhibit B);
  - C. Tax Identification Form (Exhibit C);

D. Certificate as to Corporate Principal (Exhibit D);

E. Performance Bond (Exhibit E); and

F. Payment Bond (Exhibit F).

G. USDOT Standard Title VI/Non-Discrimination Assurances – Appendix A and E

6. Contract time shall commence upon the issuance of Contracting Agency's Notice to Proceed to Contractor. The Work under this Agreement shall be completed within the time specified in the Bid Proposal. If the Physical Work under this Agreement is not completed within the time specified, Contractor shall pay liquidated damages and all engineering inspection and supervision costs to Contracting Agency as specified in the Bid Proposal and Contract Documents.
7. No responsibility or liability shall attach to the City of North Bend, Washington, by reason of entering into this Contract, except as expressly provided herein.
8. Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.
9. Contractor and all Sub-Contractors shall obtain a City of North Bend business license prior to beginning the Work.
10. Contractor shall defend, indemnify and hold the Contracting Agency, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Contracting Agency. 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 Contractor and the Contracting Agency, its officers, officials, employees, and volunteers, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
11. Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity. Contractor's required insurance shall be of the types and coverages as stated below:

A. Automobile Liability insurance with a minimum combined single limit no less than \$1,000,000 per accident for bodily injury and property damage 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 written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

C. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

11.1 City Full Availability of Contractor Limits. If Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Contractor, irrespective of whether such limits maintained by Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Contractor.

11.2 Other Insurance Provision. Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

11.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

11.4 Verification of Coverage. Contractor shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Contractor before commencement of the work. Upon request by City, Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

11.5 Subcontractor's Insurance. Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of Contractor-provided insurance as set forth herein, except Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Contractor shall ensure that City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

11.6 Notice of Cancellation. Contractor shall provide City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

11.7 Failure to Maintain Insurance. Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which City may, after giving five (5) business days notice to 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 City on demand, or at the sole discretion of City, offset against funds due Contractor from City.

12. Security. Contractor will protect confidential information provided by the City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of the Contractor shall have access to the City's confidential information, and only for the purposes specified in this Agreement. Contractor shall, within 24 hours of discovery, report to the City any use, access to or disclosure of the City's confidential information not previously authorized by the City.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONTRACTOR

CITY OF NORTH BEND, Washington

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
*Printed*

Address for giving notices:

\_\_\_\_\_  
*Title*

Federal Tax ID No. \_\_\_\_\_

Contractor's Registration No. \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attested:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

