



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1**

616 NE 4th Avenue
Camas, WA 98607

2024-2025 On-Call Material Testing Services

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the day of _____, 2025, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Columbia West Engineering, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated January 12, 2024, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. Scope of Services. Consultant agrees to perform additional services as identified on **Exhibit "A"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.

- a. ☒ Unchanged from Original/Previous Contract

2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

- a. ☐ Extended to _____

- b. ☒ Unchanged from Original/Previous Contract date of December 31, 2025

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. Payment. Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "B"** (Costs for Scope of Services) with a total estimated not to exceed fee of:

- a. Previous not to exceed fee: \$19,900.00

- b. Amendment No. 1 \$30,000.00

- c. **Total: \$49,900.00**

- d. Consultant billing rates:

- ☐ Modification to Consultant Billing Rates per **Exhibit "C"** attached herein

- ☒ Unchanged from Original/Previous Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this day of _____, 2025.

CITY OF CAMAS:

COLUMBIA WEST ENGINEERING, INC.:
Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES



January 3, 2024

Jim Hodges
City of Camas Public Works
616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607
Phone: 360-817-7234
Email: JHodges@cityofcamas.us

**Re: Proposal for On-Call Construction Testing Services
2024-2025
Camas, Washington**

INTRODUCTION

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal for on-call construction testing services for 2024 and 2025.

PROJECT DESCRIPTION

Various City of Camas, Washington public improvement projects. Specific projects to be determined.

SCOPE OF SERVICES (Exhibit A)

The purpose of our work is to provide construction testing services for projects as requested by the City of Camas. Specifically, we propose the following scope of services:

- Provide on-call construction testing services as requested by the City of Camas, general contractor and/or subcontractors, in accordance with the attached Schedule of Fees (Exhibit B).
- Prepare daily field reports documenting observations and test results. Electronic copies of field reports will be distributed to the owner and requested parties.

SCHEDULE

Services will be performed on an on-call basis as requested by the construction team. We request a minimum 24-hour notice for visits.

PAYMENT

Our services will be provided on a time-and-expense basis in accordance with the attached Standard Contract Terms and Provisions and Schedule of Fees (Exhibit B). The contract amount for work performed above is \$19,500. Please note this is not a fixed lump sum, but rather a not-to-exceed budget estimate provided by the City of Camas based upon the anticipated scope of services. If unforeseen circumstances arise and warrant additions to the scope of services, Columbia West will contact you prior to performing further efforts. Columbia West will invoice monthly and be compensated in full within 30 days of receipt of invoice.



We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please do not hesitate to contact us if you have questions or require additional information. To formally authorize our services, return one signed copy of this agreement. This proposal is valid for 45 days.

Sincerely,



Mike Boronat
Senior Project Manager



Lance V. Lehto, PE, GE
President

MPB:LVL

Attachments: Standard Contract Terms and Provisions, Schedule of Fees (Exhibit B)

The scope of services outlined in this agreement is hereby accepted and Columbia West is authorized to proceed. This agreement constitutes the entire agreement between the Client and Columbia West and supersedes all prior written or oral understandings.

_____	by	_____
Organization		Signature*
_____		_____
Date		Printed Name

		Title

*Individual with contracting authority and responsible for payment of Columbia West's fees.

1. General. Columbia West Engineering, Inc. ("Columbia West") shall perform for Client the professional engineering services as outlined in the body of the Letter Agreement/Contract to which this applies. No additional services shall be performed nor required of Columbia West absent written agreement of the parties.

2. Client's Responsibilities. Client shall provide all reasonable information as to Client's requirements for the Project, and will designate a person to act with authority on Client's behalf for all aspects of the Project. Said person will examine and promptly respond to Columbia West's submissions and requests for information, and shall give prompt written notice to Columbia West should Client observe or otherwise become aware of any defect in the work performed under this Agreement. Columbia West shall be entitled to reasonably rely on all information provided to it by Client.

3. Payment. Fees and other charges will be billed in accordance with the terms and conditions outlined in the letter agreement. Additionally, the amount of each billing shall be due and payable 30 days after the date of such billing. Any portion of a billing not paid within thirty days of the billing date shall be delinquent and shall bear a service charge of one and one-half percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Columbia West, it may cease performing work upon delivery of written notice to Client of its intention to do so. Columbia West shall additionally have the right but not the obligation to cease performing work under any other contract as may then be outstanding between Client and Columbia West.

4. Limitation of Remedy. To the fullest extent permitted by law, and not withstanding any other provision of this contract, the total liability, in the aggregate, of Columbia West and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, and all other contractors, subcontractor, consultants or others providing services for the project for any and all claims, losses, costs of damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project from any cause or causes arising out of Columbia West's services on the project (whether described in this agreement or any subsequent agreement between the parties, except as expressly agreed otherwise), including any indemnity obligation owed hereunder or otherwise, shall not exceed \$50,000 or the compensation received under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on contract, tort, or statute, unless otherwise prohibited by law.

5. Standard of Care. Columbia West will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Columbia West makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Columbia West. No agent or representative of Columbia West has any authority to modify this disclaimer of warranty. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Columbia West. Client acknowledges that the interpretations and recommendations made by Columbia West are based solely on the information available to Columbia West. Client agrees that Columbia West has been engaged to provide technical professional services only, and that Columbia West does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

6. Client's Termination of Work. Client may, by written notice, terminate Columbia West's work prior to completion. Columbia West shall nevertheless be entitled to payment of all fees and expenses incurred up to termination, and may additionally complete such work as may be necessary to place its files in order and to complete a report on work performed to date of termination. A termination charge to cover the costs thereof may be imposed at the discretion of Columbia West, said termination charge not to exceed ten percent of all charges incurred up to the date of notice of termination.

7. Utilities. In the prosecution of its work, Columbia West will take reasonable precautions to avoid any injury or damage to underground structures or utilities. Client agrees to defend, indemnify and hold Columbia West harmless for any damages or claims of damage to any such underground structures or utilities not called to Columbia West's attention or incorrectly shown on surveys or plans furnished to Columbia West.

8. Samples. Columbia West will retain uncontaminated samples of soil or rock taken in connection with this work. [Columbia West will retain such samples for thirty days. Retention of such samples beyond thirty days will occur only at Client's request and in return for payment of storage charges incurred.] All contaminated or environmentally impacted material or samples are the sole property of the client. Client maintains responsibility for proper disposal.

9. Right of Entry. Client will provide for the right of entry to Columbia West, its employees, agents or consultants, and for all equipment reasonably necessary to complete the work. Columbia West will take reasonable precautions in accordance with the Standard of Care to minimize any damage to property. It is understood by Client, however, that in the normal course of work, some damage may occur, in

which event Columbia West is not obliged to restore the property to its state prior to the performance of such work.

10. Re-use of Documents. Any reuse or modification of documents by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to Columbia West. Client will defend, indemnify and hold Columbia West harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

11. Cost and Other Estimates. Client recognizes that Columbia West has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or of market conditions. Any cost estimates as may be provided are made only on the basis of Columbia West's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Columbia West. Additionally, Columbia West makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

12. Construction Monitoring. If Columbia West is retained by Client to provide services to monitor or observe portions of construction work, foundation excavations, or other field activities, Columbia West will report its observations and opinions to Client or Client's designated agent. Columbia West will report any observed geotechnically-related work that, in Columbia West's opinion, does not conform to plans or specifications. Client acknowledges that Columbia West has no right to reject or stop work of any contractor, subcontractor or agent of the Client. Columbia West's construction monitoring or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction monitoring is limited to materials tested and observed during the construction phase of the project and is not a warranty or evaluation of subsurface conditions. Columbia West claims no past or prior knowledge of site conditions other than those documented in our reports. Should Columbia West not be retained by Client for the purpose of monitoring construction work or field activities, Columbia West shall not be held liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Monitoring of construction work or field activities and the performance of the complete Project will then be the sole responsibility of Client or of any other parties designated by Client. Client in such event agrees to defend, indemnify and hold harmless Columbia West from any loss or judgment incurred by Columbia West as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Columbia West has not been retained.

13. Means, Methods and Techniques; Safety. Columbia West is not responsible for and will not have control of means, methods, techniques, sequences or procedures of construction or other field activities of any contractor, subcontractor, agent or representative of Client. It is agreed that Columbia West has no control over any person or parties not employees or consultants of Columbia West. Columbia West has not been engaged and is not responsible for any safety precautions or programs related to construction for non-employees or non-consultants of Columbia West.

14. Assignments. During the term of this Agreement and following its expiration or termination for any reason, neither Client nor Columbia West shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

15. Disputes. In the event of a disagreement, Client and Columbia West agree that they will use their best efforts to resolve same in good faith negotiations or discussions with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either.

16. Certifications: Client agrees not to require that Columbia West execute any certification with regard to services performed or work tested and/or observed under this agreement unless: (1) Columbia West believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (2) Columbia West believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (3) Columbia West has reviewed and approved in writing the exact form of such certification prior to execution of this agreement. Any certification by Columbia West is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

17. No Personal Liability. Client expressly waives any right to sue, or otherwise make any claim against, any of Columbia West's officers or employees, past or present, as individuals, for any cause.

18. Consequential Damages. Neither Client nor Columbia West will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

19. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Columbia West. No third party beneficiaries are created or intended by this Agreement.

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

See Exhibit A

EXHIBIT “C”
BILLING RATES

Schedule of Fees (Exhibit B)

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

➤ Personnel	TYPE	RATE
Principal Engineer	hourly	\$225
Associate Engineer	hourly	\$205
Senior Project Engineer / Geologist	hourly	\$180
Project Engineer / Geologist	hourly	\$160
Senior Staff Engineer / Geologist	hourly	\$140
Staff Engineer / Geologist	hourly	\$125
Senior Engineering Technician	hourly	\$105
Engineering Technician	hourly	\$95
Laboratory Manager	hourly	\$135
Laboratory Technician	hourly	\$75
Administrative Assistant	hourly	\$75

SPECIAL INSPECTION SERVICES

➤ Services	TYPE	RATE
Special Inspection (masonry, reinforced concrete, shotcrete)	hourly	\$90
Special Inspection (proprietary anchors, lateral wood, and cold-formed steel)	hourly	\$90
Special Inspection (fireproofing, firestopping)	hourly	\$90
Special Inspection (post-tensioned concrete, floor flatness)	hourly	\$100
Special Inspection (structural steel, bolting, and welding)	hourly	\$100
Non-Destructive Testing Inspector	hourly	\$105
Project Manager	hourly	\$135

MATERIALS TESTING SERVICES

➤ Soils & Aggregate	TYPE	RATE
Atterberg Limits	each	\$185
California Bearing Ratio	each	\$475
Clay Lumps & Friable Particles	each	\$125
Direct Shear	each	\$485
Flat & Elongated particles	each	\$145
Fractured Face Determination	each	\$75
Hydrometer Analysis	each	\$155
Los Angeles Abrasion	each	\$350
Moisture Content	each	\$40
One-dimensional Consolidation	each	\$520
Organic Content	each	\$105
Percent Passing No. 200 by Washing	each	\$95
Permeability (Constant Head)	each	\$410
Permeability (Falling Head)	each	\$360
pH (soil)	each	\$85
Proctor Moisture-Density	each	\$285
Sand Equivalent	each	\$135
Sieve Analysis < ¾ inch maximum particle size	each	\$145
Sieve Analysis ¾ inch to 3-inch maximum particle size	each	\$195
Sieve Analysis > 3-inch maximum particle size	each	\$375
Soil Classification	each	\$40
Soil Resistivity	each	\$240
Soundness of Aggregate	each	\$500
Specific Gravity of Coarse Aggregate	each	\$105
Specific Gravity of Fine Aggregate	each	\$150
Uncompacted Void Content	each	\$165
Unconfined Compression	each	\$170
Unit Weight of Aggregate	each	\$135
Unit Weight of Soil	each	\$50

➤ Treated Soils	TYPE	RATE
Proctor Moisture-Density	each	\$325
CBR (7-day cure)	each	\$625
Compressive Strength Test	each	\$150
➤ Portland Cement Concrete / Masonry / Rock / PPC / SFRM	TYPE	RATE
Concrete Cylinder/Masonry Cylinder/2-inch Cube Compressive Strength	each	\$35
Core Compressive Strength (peak strength only)	each	\$75
Core Unconfined Compressive Strength (stress-strain relationship)	each	\$225
Field-prepared CDF/CDSM/CLSM Cylinder Compressive Strength	each	\$60
Flexural Strength (concrete beam)	each	\$120
Grout Prism Compressive Strength Test	each	\$60
CMU Prism Compressive Strength Test	each	\$150
Masonry Unit Absorption, Density, Net Area	each	\$135
Masonry Unit Compressive Strength Test	each	\$110
Modulus of Elasticity	each	\$100
Wall/Paver Unit Absorption & Density (coupon)	each	\$60
Wall/Paver Unit Compressive Strength Test (coupon)	each	\$60
Spray-Applied Fire-Resistive Materials Density Test	each	\$105
➤ Asphalt Concrete	TYPE	RATE
Rice Density	each	\$150
Core Density and Thickness	each	\$75
Moisture Content of Bituminous Mixtures	each	\$40
Oil Content Furnace Calibration - Ignition	each	\$410
Oil Content & Gradation - Ignition	each	\$245
RESOURCES AND EQUIPMENT	TYPE	RATE
Vibrating Wire Piezometer	daily	\$625
Water Level Meter	daily	\$50
Data Logger	daily	\$10
Data Logger	weekly	\$45
Data Logger	monthly	\$100
Data Recorder	daily	\$10
Dames and Moore Sampler	daily	\$25
Cement Amendment Kit	daily	\$35
Dynamic Cone Penetrometer	daily	\$120
Field Torvane / Penetrometer	daily	\$65
Hand Auger	daily	\$50
Shelby Tube	each	\$35
Skidmore Wilhelm - Bolt Calibrator	daily	\$90
Floor Flatness Meter	daily	\$250
Anchor Proof Loading Hydraulic Ram and Deflection Gauges	daily	\$300
Ultra-Sonic Meter	daily	\$75
Concrete Strength-Maturity Electronic Meter	daily	\$100
Concrete Slump and Air Entrainment Meter	daily	\$70
Nuclear Densometer	daily	\$70
Per Diem	daily	\$300
Bond Tester	daily	\$150
Core Drill Equipment	daily	\$300
Core Bit Wear	per core	\$30
Strength-Maturity / Ambient Environment Sensors	each	\$300
Calcium Chloride / RH Moisture Probe	each	\$85
Magnetic Particle Sensor	each	\$30
Outside Services	each	cost + 20%
Vehicle Fee	daily	\$70
Mileage (outside of service area)	mile	\$1.15

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24-hour notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, night work between the hours of 8PM and 5AM, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at two times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (3-23)

EXHIBIT “D”
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

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

1. Compliance with Regulations: The Consultant (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, Federal Highway Administration (FHWA), 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 Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subConsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. Information and Reports: The Consultant 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 FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Consultant 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 Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 U.S.C. § 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 Consultants, 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 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).