



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

2024 City Facilities Stormwater Improvements

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and MacKay & Sposito, Inc., hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **2024 City Facilities Stormwater Improvements**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **January 1st, 2025**, unless an 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 this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$196,408** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A" (Scope of Services)** inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "C"**.
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter “Work Product” in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant’s liability, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’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.

8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant'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 to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of Exhibit "D" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "D" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier Consultant certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Justin Monsrud, Engineer III
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7232
EMAIL: jmonsrud@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Jason Irving
MacKay & Sposito, Inc.
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683
PH:360-695-3411
EMAIL: jirving@mackaysposito.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in

accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. 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 counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

MACKAY & SPOSITO, INC:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT "A"
SCOPE OF SERVICES

TABLE OF CONTENTS

Exhibit A: Scope of Services

TABLE OF CONTENTS

INTRODUCTION

SCOPE OF WORK

- 1.0 PROJECT MANAGEMENT
 - 1.1 PROJECT ADMINISTRATION
 - 1.2 PROJECT SCHEDULING
 - 1.3 PROJECT TEAM MEETINGS
 - 1.4 GENERAL COORDINATION
 - 2.0 PUBLIC WORKS OPERATIONS CENTER
 - 2.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION
 - 2.2 30% VACTOR DECANT FACILITY DESIGN
 - 2.3 60% VACTOR DECANT FACILITY DESIGN
 - 2.4 100% VACTOR DECANT FACILITY DESIGN
 - 2.5 SITE IMPROVEMENTS FEASIBILITY ANALYSIS
 - 3.0 FIRE STATION 42
 - 3.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION
 - 3.2 30% DESIGN
 - 3.3 60% DESIGN
 - 3.4 100% DESIGN
 - 4.0 LACAMAS LODGE
 - 4.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION
 - 4.2 MAINTENANCE AND IMPROVEMENT RECOMMENDATIONS
 - 4.3 STORMWATER ANALYSIS
 - 5.0 ENVIRONMENTAL EVALUATION AND PERMITTING
 - 5.1 SHORELINE AND CRITICAL AREA DOCUMENTATION
 - 6.0 CONTINGENCY TASKS
 - 7.0 CITY DELIVERABLES TO THE CONSULTANT
 - 7.1 SAMPLE PROJECTS
 - 7.2 PROJECT COORDINATION
 - 7.3 PAVEMENT DESIGN
- EXHIBITS
- EXHIBIT B: COST FOR SCOPE OF SERVICES
 - EXHIBIT C: BILLING RATES

INTRODUCTION

Thank you for selecting the MacKay Sposito team to partner with the City of Camas on the 2024 Facility Stormwater Improvements. The following outlines the scope of work.

GENERAL PROJECT DESCRIPTION/BACKGROUND

The primary purpose of the 2024 Facility Stormwater Improvements project is to provide analysis and design for retrofitting of existing stormwater systems at three city-owned facility sites: the Public Works Operations Center, Fire Station 42, and Lacamas Lake Lodge. The work generally consists of reviewing storm system as-builts, evaluating existing storm system operation, performing hydrologic and hydraulic analysis, researching and evaluating possible alternatives, meeting with City Staff to review alternatives, preparing engineering plans, construction documents, technical specifications, and cost estimates for public bidding, and identification and procurement of all required regulatory permits needed for construction.

PROJECT LOCATIONS AND DESCRIPTIONS:

City of Camas Operations Center (1620 SE 8th Avenue Camas, WA 98607)

- Determine stormwater collection, treatment, and detention requirements at the Camas Operations Center, assuming a goal of converting the unfinished gravel parking areas and the existing above-ground stormwater facility to a structural HMA section.
- Enhance the existing stormwater system to better capture existing and expanded parking lot runoff. Review the existing stormwater facility for opportunity improvements to better overall water quality.
- Review the existing decant water processing system for the street sweeper, vactor, and equipment washdown against Department of Ecology (DOE) water quality requirements. Install a pre-treatment system and ensure system capacity meets current and near-term needs. Improve maintainability of the overall system for City Operation Staff.

City of Camas Fire Station 42 (4321 NW Parker Street Camas, WA 98607)

- Review existing storm system as-builts and facilities to determine the efficacy of the current system. Consider how the existing system should be modified or enhanced to facilitate improved water quality, operation, and ease of maintenance. This includes existing swales, ponds, culverts, and open channels.
- Direct existing facilities parking lot sheet flow runoff into a filter vault or other appropriate treatment train meeting pretreatment requirements per City and DOE requirements, including phosphorus treatment, before entering/exiting the existing detention ponds.
- Retrofit, modify, and/or expand existing fuel containment systems for vehicle fueling and fire department practice burns.

- Improve site drainage within landscape areas to reduce localized flooding during heavy rains.

City of Camas Lacamas Lake Lodge (227 NW Lake Road Camas, WA 98607)

- Review as-builts and existing conveyance swales and treatment facilities related to required capacity and treatment, understanding that Lacamas Lake requires phosphorus treatment.
- Provide assessment and design recommendations for site drainage to direct runoff to the storm facility and eliminate areas of standing water within the parking lot, swales, and open channels.
- Provide other recommendations related to plantings, ease of maintenance, or other stormwater improvements.

General Assumptions

1. Consultant notice to proceed on or around April 18, 2024
2. Six months to complete the scope of work identified below.
3. See tasks for specific task-related assumptions and exclusions.
4. 2024 Stormwater Management Manual for Western Washington (SWMMWW) requirements will be utilized for all stormwater analysis and design.
5. City of Camas design requirements and standards apply.
6. All submittals will be made electronically with no paper copies.
7. A stakeholder/advisory committee will not be created or engaged with, and public outreach will not be completed as part of the project due to the relatively smaller project size and lower level of public impact.
8. Final plans, specifications, and estimate of probable construction cost are included in this scope for Fire Station 42 and Lacamas Lake Lodge. The scope includes analysis and assessment for the Public Works Operations Center to determine feasibility and design options but does not include detailed design or associated specifications or estimates of probable construction cost.

Exclusions

1. Electrical engineering
2. Arborist services
3. Structural engineering
4. Land surveying (separate scope and fee to be provided following conceptual design and determination of anticipated improvements)

SCOPE OF WORK

City of Camas
 2024 Facility Stormwater Improvements

1.0 PROJECT MANAGEMENT

1.1 PROJECT ADMINISTRATION

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period, and the schedule status of critical tasks.

1.2 PROJECT SCHEDULING

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule will show appropriate milestones, including intermediate and final submittal dates for design documents and key decision points.
- Provide up to (2) updates to the schedule to reflect project milestones and timeline changes.

1.3 PROJECT TEAM MEETINGS

- Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City. This task includes a project kick-off meeting, bi-weekly progress meetings, and review meetings at each submittal phase.
- Organize and hold project coordination meetings with key project team members and representatives from the City of Camas and other agencies as needed. These meetings shall have specific agendas addressing and resolving project issues as they are encountered.

Meeting Schedule				
Type	Format	Frequency/ Duration	Participants	# Mtgs
Kick Off Meeting	Virtual	Once, 1hr	PM, Deputy PM, QA/QC Lead	1
Client Progress / Coordination Meetings	Virtual	As needed (see assumptions), 1hr	PM, Deputy PM, 1 additional staff member	6
Consultant Team Meetings	TBD	Bi-Weekly, 1hr	As needed	7
Site Visit	In-Person	Once, 3hr	PM, Deputy PM, 1 additional staff member	1
Council Presentations	In-Person	Twice, 2hr	PM, Deputy PM	2
Design Submittal Review Meetings	Virtual	30/60/100 Design Submittals, 1hr	PM, Deputy PM, QA/QC Lead	3

1.4 GENERAL COORDINATION

- General coordination with the city and consultant team (emails, phone calls, etc.)

DELIVERABLES

- *Monthly Invoices and Progress Reports*
- *Baseline Project Schedule and Updates*
- *Meeting Agendas, Minutes, and Task Log Updates*

2.0 PUBLIC WORKS OPERATIONS CENTER

2.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION

- Review previous designs, CAD drawings, and stormwater calculations and reports. Evaluate and use the available data in the proposed design.
- Conduct one site visit with the design team and the City to discuss desired site improvements and confirm any site constraints.

2.2 30% VACTOR DECANT FACILITY DESIGN

- Review existing facility use and equipment in detail.
- Confirm wastewater discharge requirements.
- Identify alternatives for facility upgrade or replacement, including
 - Pretreatment to capture sediments and debris for pump protection.
 - Selection of appropriate pump for disposal of resulting decant water.
 - Opportunity improvements for operations and maintenance of the facility.
- Prepare Preliminary Design Drawings, Estimate of Probable Construction Cost and Technical Memorandum.

2.3 60% VACTOR DECANT FACILITY DESIGN

- Prepare civil and pump design, plans, and details for decant wastewater pretreatment and handling facility based on the City's preferred alternative.
- Prepare draft Project Specifications.
- Prepare 60% Construction Cost Estimate.
- Review Plans and Specifications with City staff.

2.4 100% VACTOR DECANT FACILITY DESIGN

- Revise and complete detailed treatment & pump installation plans and specifications based on feedback received from City staff.
- Provide guidance for electrical work (no engineering anticipated for this task)
- Finalize Estimate of Probable Construction Cost.

2.5 SITE IMPROVEMENTS FEASIBILITY ANALYSIS

- Perform a feasibility analysis of designing and permitting additional desired site improvements, as listed below:
 - Convert existing gravel parking areas to structural HMA
 - Examine increasing usable space for operation staff, including reconfiguration of surface stormwater pond to underground stormwater vault
 - Enhance the existing stormwater system to better capture existing and expanded parking lot runoff.
 - Enhance the existing stormwater system to comply with current stormwater runoff treatment requirements.
 - Planning level construction cost for each item identified above.
- Prepare a feasibility analysis memorandum summarizing MacKay Sposito’s findings and recommendations.

DELIVERABLES

- *30%, 60%, and 100% Vector Facility Improvements Design Plans*
- *30%, 60%, and 100% Estimates of Probable Construction Cost*
- *Draft Project Specifications*
- *Final Project Specifications*
- *Draft Technical Memorandum*
- *Final Technical Memorandum*
- *Site Improvements Feasibility Analysis Memorandum*

ASSUMPTIONS

- No electrical design is anticipated. The vector facility power supply will be designed & installed by the contractor’s electrician based on the power requirements of the pump & controls.
- Pumps will continue to be float-controlled, probably using integrated floats similar to those on the eOne pump currently in place.
- No structural engineering design or geotechnical work is anticipated.

3.0 FIRE STATION 42

3.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION

- Review previous designs, CAD drawings, and stormwater calculations and reports. Evaluate and use the available data in the proposed design.
- Conduct one site visit with the design team and the City to discuss desired site improvements and confirm any site constraints.

3.2 30% DESIGN

- Prepare a base drawing showing existing features to remain, including hard surface areas, stormwater facilities, and other relevant features.
- Prepare a preliminary design base map based on desired site improvements and site constraints. Desired site improvements consist of:

- Add additional curb cuts along the eastern edge of the parking lot and improve rock splash pads to address flooding concerns.
- Add three phosphorus runoff treatment facilities, one at the downstream end of each conveyance swale (upstream of the stormwater ponds)
- Extend the containment berm for the fueling station area
- Replace existing fuel tank
- Add runoff capture facility(ies) (e.g. trench drain) along the down-gradient edge of the test burn area.
- Add runoff capture and treatment facility(ies) (e.g. trench drain and oil/water separator) at the down-gradient edge of the large driveway.
- Develop a 30% engineering plan set for the City's review. Plan set sheets will include:
 - Cover
 - General Notes
 - Demolition and Erosion Control Plan
 - Site Improvements Plan
 - Details
- Prepare 30% Estimate of Probable Construction Cost.
- Perform preliminary calculations for initial sizing of proposed runoff capture and treatment facilities.

3.3 60% DESIGN

- Incorporate review comments from 30% Design.
- Prepare a 60% engineering plan set for the City's review. Plan set sheets will include:
 - Cover
 - General Notes
 - Demolition and Erosion Control Plan
 - Site Improvements Plan
 - Details
- Prepare draft Project Specifications.
- Prepare 60% Estimate of Probable Construction Cost.
- Refine calculations for sizing of proposed runoff capture and treatment facilities.
- Prepare a draft Stormwater Report in accordance with the 2024 SWMMWW. The draft report will include a table of contents, project narrative, lists of figures, tables, and appendices, and preliminary stormwater calculations.

3.4 100% DESIGN

- Incorporate review comments from 60% Design.
- Prepare a 100% engineering plan set for the City's review and approval. Plan set sheets will include:
 - Cover
 - General Notes
 - Demolition and Erosion Control Plan
 - Site Improvements Plan
 - Existing Pond and Open Channel Maintenance
 - Details

- Prepare final Project Specifications.
- Prepare 100% Estimate of Probable Construction Cost.
- Perform final calculations for sizing of stormwater facilities.
- Prepare a final Stormwater Report in accordance with the 2024 SWMMWW.
- Prepare a Construction Stormwater Pollution Prevention Plan (SWPPP) in accordance with the 2024 SWMMWW.

DELIVERABLES

- *30%, 60%, and 100% Site Improvement Plans*
- *30%, 60%, and 100% Estimates of Probable Construction Cost*
- *Draft Project Specifications*
- *Final Project Specifications*
- *Draft Stormwater Report*
- *Final Stormwater Report*
- *Final Construction SWPPP*

ASSUMPTIONS

- The project will not trigger stormwater Flow Control requirements.
- Less than 1 acre of land will be disturbed on the Fire Station 42 site as a result of the project, so a Construction Stormwater General Permit through the Washington State Department of Ecology will not be required.

4.0 LACAMAS LODGE

4.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION

- Review previous designs, CAD drawings, and stormwater calculations and reports. Evaluate and use the available data in the proposed design.
- Conduct one site visit with the design team and the City to discuss desired site improvements, confirm site constraints, and collect rough field measurements for key design elements.

4.2 MAINTENANCE AND IMPROVEMENT RECOMMENDATIONS

- Perform a site analysis to determine appropriate maintenance and improvement activities, including:
 - Improve rock splash pads at curb cuts to address flooding concerns.
 - Replace existing Contech ZPG media cartridges with Contech Phosphosorb media cartridges.
 - Perform maintenance of existing conveyance swale and inlet structure.
- Prepare a memorandum summarizing MacKay Sposito's findings and recommended maintenance and improvement activities for the site.

4.3 STORMWATER ANALYSIS

- Prepare a base drawing showing existing features to remain, including hard surface areas, stormwater facilities, and other relevant features.

- Perform hydrologic and hydraulic calculations to analyze the existing stormwater system and facilities to identify potential deficiencies.
- Perform calculations to determine the quantity and size of proposed Contech Phosphosorb media cartridges to meet the requirements of the 2024 SWMMWW.
- Prepare a Stormwater Analysis Memorandum summarizing the stormwater calculations, results, and recommendations.

DELIVERABLES

- *Maintenance and Improvements Recommendations Memorandum*
- *Stormwater Analysis Memorandum*

ASSUMPTIONS

- The project will not trigger stormwater Flow Control requirements.
- Less than 1 acre of land will be disturbed on the Fire Station 42 site as a result of the project, so a Construction Stormwater General Permit through the Washington State Department of Ecology will not be required.

5.0 ENVIRONMENTAL EVALUATION AND PERMITTING

5.1 SHORELINE AND CRITICAL AREA DOCUMENTATION

- Conduct a wetland and fish and wildlife habitat critical areas assessment within the Fire Station 42 project footprint. Up to two wetland functional assessments will be prepared to document the category of wetlands. In addition, fish and wildlife habitat critical areas (snags, Oregon white oak, sensitive species) present on the site will be documented.
- Consultant shall prepare a joint wetland and fish and wildlife habitat critical areas report. Wetlands and waters boundaries will be flagged and GPSed in the field. A single-day field effort is included.
- Prepare a SEPA checklist for Fire Station 42.
- Coordinate with project engineers to avoid impacts to wetlands and waters. Prepare a mitigation plan for impacts to buffers. All mitigation will be conducted onsite or at the Terrace mitigation bank; off-site selection is not included. The mitigation plan will include delineation of the mitigation footprint, plant selection and quantities, and monitoring/maintenance schedule.
- Coordination with City planners to reduce the documentation requirements for work conducted within the Lacamas Lake shoreline jurisdiction. All work is expected to fall under the shoreline maintenance exemption.

DELIVERABLES

- *Wetland/waters and fish and wildlife habitat conservation areas boundary data*
- *SEPA checklist*
- *Critical Areas Report/Mitigation Plan*

ASSUMPTIONS

- All project impacts will be temporary and restored post-construction; direct wetland or water impacts are not included.
- The Project qualifies for a maintenance exemption from a USACE 404 permit as defined in § 323.4.
- USACE and Ecology permitting up to and including permanent stormwater impacts are not included.
- No impacts outside of existing pavement areas will occur at the Public Works Operations Center; no permitting or field delineation is included at this site.
- Only minor maintenance to existing stormwater facilities at the Lacamas Lodge will occur.
- All documentation will be submitted to the City planning department in other tasks in this scope.
- The City will pay all review fees.
- All landowner entry permissions and notifications will be obtained by others.
- A single field effort is included.
- A resource-grade GPS unit will be used to collect boundary data. Every attempt will be made to collect data to less than 3-foot accuracy; however, guarantees of this accuracy cannot be made due to site and satellite conditions beyond our control.
- Up to 8 hours of coordination time and/or a site visit with Ecology/USACE are included to confirm the status of temporary impacts and permit exemptions.
- Scope does not include preparing a SEPA checklist for Lacamas Lodge or any shoreline exemption documentation for Lacamas Lodge.

6.0 CONTINGENCY TASKS

- Topographic Survey

7.0 CITY DELIVERABLES TO THE CONSULTANT

7.1 SAMPLE PROJECTS

- The City will provide copies of recent sample City Projects (including Plans, Specifications, and Estimate), design guidelines, and standard Special Provisions. The City will also provide electronic files of title blocks, ortho and aerial drawings and applicable standard details.

7.2 PROJECT COORDINATION

- The City will provide staff to meet and discuss the Project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

7.3 PAVEMENT DESIGN

- The City will provide the consultant with proposed pavement sections.

DELIVERABLES

- *Sample projects*
- *Project Coordination*
- *Pavement type & structural sections selection*

EXHIBITS

EXHIBIT B: COST FOR SCOPE OF SERVICES

EXHIBIT C: BILLING RATES

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES



Exhibit B: Scope of Services

Project Name: Facility Stormwater Improvements- City of Camas Project Manager: Jason Irving MSi Job No.: 24-001 Client Job No.: Date: 04/09/2024		MacKay Sposito, Inc.														Total Budget Amount
		ESTIMATED HOURS AND EXPENSES														
		Project Accountant	Administrative Assistant	Principal/Sr. PM	Project Manager Design	Project Engineer	Design Technician III	Engineer I	Engineer III	Environmental Manager II	Environmental Manager I	Natural Resource Specialist III	Natural Resource Specialist I	GIS Mapping Specialist	Expenses	
1.0 - Project Management	1.1 - Project Administration	3.00	3.00		10.00										\$2,922.00	\$2,922.00
	1.2 - Project Scheduling			2.00	4.00										\$1,428.00	\$1,428.00
	1.3 - Project Team Meetings			30.00	40.00	4.00									\$17,908.00	\$17,908.00
	1.4 - General Coordination			8.00	14.00	4.00									\$6,088.00	\$6,088.00
	Subtotal														\$28,346.00	\$28,346.00
2.0 - Public Works Operations Center	2.1 - Previous Engineering Designs/Document Review and Evaluation		1.00	4.00	7.00	7.00									\$4,160.00	\$4,160.00
	2.2 - 30% Vactor Decant Facility Design				9.00	12.00	11.00								\$5,996.00	\$5,996.00
	2.3 - 60% Vactor Decant Facility Design				8.00	26.00	16.00								\$9,348.00	\$9,348.00
	2.4 - 100% Vactor Decant Facility Design		1.00		5.00	25.00	10.00								\$7,716.00	\$7,716.00
	2.5 - Site Improvements Feasibility Analysis			8.00	20.00	14.00		16.00	40.00						\$18,300.00	\$18,300.00
Subtotal														\$45,520.00	\$45,520.00	
3.0 - Fire Station 42	3.1 - Previous Engineering Designs/Document Review and Evaluation			2.00	4.00	4.00									\$2,908.00	\$2,908.00
	3.2 - 30% Design			6.00	24.00	24.00	24.00	30.00	40.00						\$26,076.00	\$26,076.00
	3.3 - 60% Design			8.00	26.00	16.00	24.00	40.00	40.00						\$26,816.00	\$26,816.00
	3.4 - 100% Design			8.00	30.00	26.00	18.00	40.00	30.00						\$27,132.00	\$27,132.00
Subtotal														\$82,932.00	\$82,932.00	
4.0 - Lacamas Lodge	4.1 - Previous Engineering Designs/Document Review and Evaluation			2.00	4.00	4.00									\$2,236.00	\$2,236.00
	4.2 - Maintenance and Improvement Recommendations			6.00	10.00	12.00									\$6,276.00	\$6,276.00
	4.3 - Stormwater Analysis				10.00	8.00		16.00							\$5,952.00	\$5,952.00
Subtotal														\$14,464.00	\$14,464.00	
5.0 - Environmental Evaluation and Permitting	5.1 - Shoreline and Critical Area Documentation								40.00	7.00	46.00	77.00	4.00		\$25,146.00	\$25,146.00
Subtotal														\$25,146.00	\$25,146.00	
HOURS		3.00	5.00	84.00	225.00	186.00	103.00	142.00	154.00	40.00	7.00	46.00	77.00	4.00		
RATE		\$148.00	\$106.00	\$282.00	\$216.00	\$202.00	\$148.00	\$136.00	\$168.00	\$196.00	\$174.00	\$142.00	\$116.00	\$156.00		
TOTAL		\$444.00	\$530.00	\$23,688.00	\$48,600.00	\$37,572.00	\$15,244.00	\$19,312.00	\$25,872.00	\$7,840.00	\$1,218.00	\$6,532.00	\$8,932.00	\$624.00	\$0.00	\$196,408.00

\$196,408.00

EXHIBIT "C"
BILLING RATES

EXHIBIT C: BILLING RATES

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683
360.695.3411 www.mackaysposito.com

2024 HOURLY RATE SCHEDULE

Southern Washington

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$346.00	Administrative Assistant	\$106.00
Principal	\$282.00	Clerical	\$94.00
Engineering Manager	\$240.00	Survey Manager	\$220.00
Project Engineer	\$202.00	Project Manager – Survey	\$198.00
Engineer IV	\$186.00	Land Surveyor IV	\$178.00
Engineer III	\$168.00	Land Surveyor III	\$164.00
Engineer II	\$156.00	Land Surveyor II	\$156.00
Engineer I	\$136.00	Land Surveyor I	\$144.00
Project Manager – Design	\$216.00	Survey Technician IV	\$144.00
Project Controls Manager	\$244.00	Survey Technician III	\$126.00
Contract Administrator	\$182.00	Survey Technician II	\$118.00
Project Coordinator II	\$144.00	Survey Technician I	\$106.00
Project Coordinator I	\$132.00	Survey Aid	\$84.00
Design Technician IV	\$160.00	Survey Party Chief	\$156.00
Design Technician III	\$148.00	Survey Party Chief – Out of Town	\$161.00
Design Technician II	\$140.00	Survey Instrument Person	\$110.00
Design Technician I	\$118.00	Survey Instrument Person – Out of Town	\$115.00
Landscape Manager	\$206.00	GIS Mapping Specialist	\$156.00
Project Manager – Landscape	\$178.00	GIS Mapping Specialist II	\$164.00
Landscape Architect II	\$160.00	Public Involvement Associate/Mgr.	\$164.00
Landscape Architect I	\$140.00	Public Involvement Coordinator	\$110.00
Landscape Designer III	\$132.00	Creative Designer	\$106.00
Landscape Designer II	\$122.00	Stormwater Analyst	\$144.00
Landscape Designer I	\$110.00	Environmental Manager II	\$196.00
Land Development Manager	\$252.00	Environmental Manager I	\$174.00
Planning Manager	\$228.00	Environmental Principal	\$155.00
Project Manager – Planning	\$200.00	Environmental Supervisor	\$125.00
Senior Planner	\$182.00	Environmental Stormwater Vac Operator	\$125.00
Planner IV	\$176.00	Environmental Stormwater Vac Crew	\$115.00
Planner III	\$168.00	Environmental Crew Lead	\$105.00
Planner II	\$146.00	Environmental Maintenance Technician	\$95.00
Planner I	\$132.00	Environmental Administrative	\$100.00
Planning Technician	\$126.00	Natural Resource Specialist IV	\$156.00
Land Development Assistant	\$106.00	Natural Resource Specialist III	\$142.00
Accounting Manager	\$216.00	Natural Resource Specialist II	\$126.00
Project Accountant	\$148.00	Natural Resource Specialist I	\$116.00
Administrative Manager	\$148.00	UAV Pilot	\$160.00

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

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).