



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

**616 NE 4th Avenue
Camas, WA 98607**

PROJECT NO. WTR24005

TELEMETRY OF WELL 13 PFAS PROJECT

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and S&B, 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 Telemetry of Well 13 PFAS Project.
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 December 31, 2027, 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 \$651,752.04 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope and Cost of Services) inclusive of labor, materials, equipment supplies and expenses.
 - 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:
Rob Charles
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7003
EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Randy Stead
S&B, Inc.
13200 SE 30th Street
Bellevue, WA 98005
PH: 425-644-1700
EMAIL: rstead@sb-inc.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 _____, 2025.

CITY OF CAMAS:

S&B, Inc.:
Authorized Representative

By _____

By  _____
12FD95C3E78C42E...

Print Name _____

Print Name Randall T. Stead

Title _____

Title President

Date 8/23/2025

EXHIBIT "A"
SCOPE AND COST OF SERVICES



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

July 29, 2025

City of Camas
Public Works Department
Camas, Washington

Attn: Mr. Rob Charles
via email: RCharles@cityofcamas.us

Subject: City of Camas
PFAS Evaluation and Well 13 Treatment
I&C Scope of Work and Quotation
Addendums Recognized: 4

Dear Public Works Team:

We are pleased to quote the instrumentation and controls (I&C) for the Well 13 PFAS project. This quotation is based upon the Bid design documents as presented by Carollo Engineers to us in July 2025 and addendums issued prior to this date. S&B participated in the instrumentation and control system design to integrate the proposed PFAS filtration into the existing Well 13 operations requirements.

Our scope of work includes a PLC control panel, enclosed drive, switchboard, instrumentation, application software, and startup/commissioning services of the control system. Details for the scope of work are included in the following sections

I&C Scope Overview

S&B is pleased to scope the following equipment and services associated with a unified control system.

1. Design Services (30% to Final) with Carollo
2. [01 PCM 901] Station Control Panel – the PLC control panel which provides the automatic control of the facility
3. [01 VFD 001] 250HP Enclosed Drive with Ultra-Low Harmonic Technology
4. Smart FVNR motor starters 01 FVNR 04 and 01 FVNR 05 for ventilation fans.
5. [01 SWBD 900] Switchboard with integral Auto-Throwover Switching acting as both the Service Entrance and the Standby power source switching device.
6. Instrumentation (see table in following sections) providing the measurement and detection signals required for the automation system to provide continuous operation of the facility
7. Application Software (PLC, HMI Touch Panel, and SCADA Computers)
8. Transitional Commissioning – commissioning the control system for the interim operations state while the facility is constructed and partially commissioned, to enable partial facility operations.
9. Final Commissioning – commissioning of the final state of the Lower Prune Hill facility and all new equipment. This includes operating training on the new system.

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Design Services Details

S&B participated in the design of the facility with Carollo Engineers. S&B focused on the control system portion of the work, and developed the block diagrams and instrumentation standard sheets, along with the specification sections 40 61 00, 40 61 10 and 40 70 00 of the control system. This work was performed prior to this quotation and fees incurred by the City. S&B incurred ____ hours of design time across our team of engineers. These fees are included in this bid price.

Station Control Panel Details:

The new station control panel (SCP), denoted as 01 PCM 901 is a PLC control panel where all networked and hardwired controls are terminated. It provides the logic of automatic controls for the facility.

S&B is supplying our "Model H" RTU which is 90"H x 36"W x 20"D. It uses a Siemens S7-1512 PLC with hot-swappable IO, a managed network switch, cellular modem, 24Vdc power distribution, relays, circuit breakers, gel cell batteries for 4-hour backup time, and a 12" touch panel HMI where all operational adjustments and diagnostics are provided.

Cellular Communication

The control system will communicate with the City headquarters via cellular communication. S&B will assist the City in procuring the SIM card for the cellular modem as we approach the shop test phase of the work. The City will be responsible for maintaining the monthly cellular bill associated with the SIM card.

Shop Test

01 PCM 901 SCP will be connected in S&B's shop to VFDs and a shop PLC representing the City headquarters. The process control program is simulated and tested by S&B engineers to validate functionality prior to the system being shipped to the jobsite. This reduces startup time for S&B and the contractor.

Storage & Installation Requirements

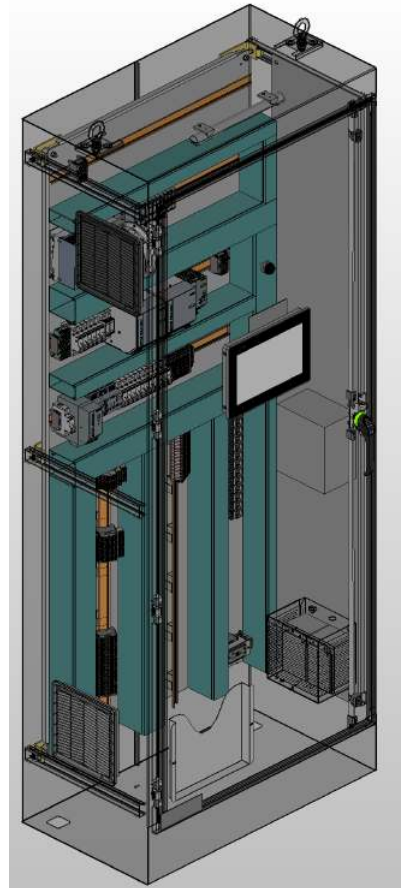
S&B will include the installation and storage requirements of the I&C equipment as part of our submittal as well as via email to the contractor. This will educate the Contractor on storage and installation to protect the warranty of the equipment.

Seismic Anchorage Detail Included

S&B shall supply a seismic anchorage detail for the contractor to mount the control panel. The installing contractor is responsible for all anchors and installation services. S&B is responsible for the anchorage report only.

Freight Included

S&B will ship the control panel along with the motor starters and instrumentation to jobsite via commercial truck. Equipment will be palletized, and the Contractor will be responsible for receiving the truck at the jobsite as well as offloading the equipment from the truck and any equipment movement on the jobsite.



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Motor Control & Switchboard Details:

Enclosed VFD:

The single, Ultra Low-Harmonic VFD is rated at 250HP. The VFD comes in its own enclosure, sized at 85"H x 51"W x 28"D. The drive is an ABB ACS880 VFD with active front end technology for harmonic mitigation, in addition to a disconnect, fans, and door mounted VFD operations panel.

The 250HP enclosed drive is specialized, requiring a higher level of design, in order to meet the following unique requirements:

- Harmonic mitigation (required by the local power utility)
- Seismically Certified
- 65kAIC rated short circuit rating
- 480V, 302Amp maximum motor load
- Power cabling: Bottom Entry, Top Exit
- Extended Warranty



Supply Fan Motor Starters:

Two (2) wall mount 25"H x 20"W x 9"D enclosures are included in this scope of work. These units replace the motor starters that previously were in the Motor Control Center and are required to meet air turnover in the chemical and well pumping rooms. The motor starters include the required smart overload controllers that link each starter to the Station Control Panel for automatic start and stop operation of the supply fan motors.



Switchboard:

The switchboard provides Service Entrance with EUSERC compliant pull section and metering as well as the breakers and bus structure to provide auto-throwover sequenced power selection. This switchboard will start the standby generator and transfer load to it during a utility outage or during the test cycle. The integration with the automation system allows for the motors to stop prior to transfer from standby to utility to minimize transient surge conditions created by sudden loss of power. Switchboard is built to UL891.

The Electrical Contractor is responsible for generating the coordination study. S&B will provide the necessary information to help the electrical contractor send the breaker info to their hired engineer to coordinate all breaker settings. S&B will also provide assistance in understanding the breaker setting dials so they can be field adjusted by the electrical contractor according to their study.

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Table Summary of Supplied Control Panels:

Tag	Control Panel Type	Description	Dimensions
01 PCM-901	Station Control Panel	Automation and communication controller for Well 13 PFAS	90Hx36Wx20D
01 VFD-001	Well 13 Motor Controller	250hp, ultra-low harmonic VFD	85Hx49Wx28D
01 FVNR-04	Supply Fan Smart Motor Controller	Chemical Room wall mount 480V motor starter with louver control	25Hx20Wx9D
01 FVNR-05	Supply Fan Smart Motor Controller	Well Room wall mount 480V motor starter with louver control	25Hx20Wx9D
01 SWBD-901	Switchboard	Service Entrance Rated switchboard and Auto-Throwover System	91Hx152Wx28D

Motor Control General Notes

Freight Included

S&B will ship the control panels along with the Instrumentation to jobsite via commercial truck. Equipment will be palletized, and the Contractor will be responsible for receiving the truck at the jobsite as well as offloading the equipment from the truck and any equipment movement on the jobsite.

Profinet Connection to PLC

The motor controllers are designed to have a Profinet cable connection configured as a “home run” connection to 01 PCM 901. S&B provides the Profinet cable to connect each motor controller listed with the SCP as well as metalized connector heads to enable the electrical contractor to successfully terminate the Profinet cable. S&B will commission the Profinet cable heads on each end, the electrical contractor only needs to pull the Cabling.

Shop Test

VFD and FVNR motor controllers are connected to the SCP in S&B’s shop test. Control, status, and diagnostic information is checked for each VFD, and the initial VFD parameterization (i.e. motor nameplate info) is also set for each motor controller.

VFD & Switchboard Drop Ship

The 250HP VFD and Switchboard shall be drop shipped from the Factory to the jobsite. The contractor is responsible for all offloading, site movement, storage, and eventual anchorage of the VFD.

Storage Requirements

The motor starters and switchboards must be stored in a covered, thermally controlled environment. Dew cannot form inside the electronics or it will void the manufacturer’s warranty.

Seismic Anchorage Detail Included

S&B shall supply a seismic anchorage detail for the contractor to mount the motor starters. The installing contractor is responsible for all anchors and installation services. S&B is responsible for the anchorage report only.

Startup & Commissioning Services

S&B shall perform startup of the motor starters, and commissioning of the automated controls.

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Instrumentation Details:

A large majority of the instrumentation is to remain in place and be used for the final Well 13 facility. S&B is providing some of the process instruments for the project, as outlined by the table below. But other instruments (door ajar switches, valve limit switches, etc.) are provided by various vendors according to the project specifications.

Scope overview

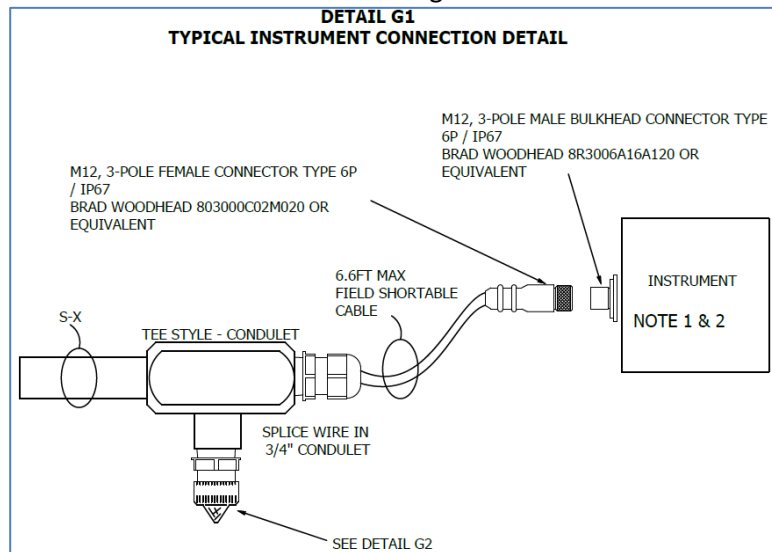
Instrumentation is integral to the functional performance of the control system. S&B is providing the following equipment, as shown on the IC drawings for the project.

Tag	Instrument Type	Process Area	Description	M12 Connector
01 FIT 002	Magmeter	Well Room	8" Well Discharge Flow (Integral mount)	
01 FE/FIT 201	Magmeter	Filter Area	10" Filter Flow (remote mount)	
01 FIT 002	Magmeter	Chemical Room	1/8" Chlorine Solution Flow (remote mount)	
01 FIT 003	Magmeter	Chemical Room	1/8" Caustic Magmeter (remote mount)	
01 FIT 004	Magmeter	Chemical Room	1/12" Fluoride Magmeter (remote mount)	
01 FSL 001	Impeller Meter	Well Room	1" Meter Prelube Flowmeter	
01 PIT 003	Pressure Transmitter	Well Room	Well Discharge Pressure	Yes
01 PIT 220	Pressure Transmitter	Filter Area	Well Discharge Pressure	Yes
01 LT 001	Submersible Level	Well Room	Well Level (20psi range, 100ft cable)	
VT-001	Vibration Transmitter	Well Room	Well Motor Vibration Monitor X-Axis	Yes
VT-002	Vibration Transmitter	Well Room	Well Motor Vibration Monitor Y-Axis	Yes
01 SD 004	Air Sensor	Electrical Room	Smoke Sensor	
01 TT 901	Temperature Transmitter	Exterior, North Wall	Outdoor Temperature	Yes
01 TT 902	Temperature Transmitter	Well Room	Room Temperature (pre-installed on PLC control panel)	Yes

Instrumentation General Notes

M12 Connectors

Several Instruments will come with M-12 connectors, providing quick connections for 24Vdc loop powered instruments. This matches the intent of Detail G1 and G2 found on drawing GIC-7. S&B will mount the M12 bulkhead on the instrument, and the electrical contractor will shorten the 2-meter long cable as required and wire-nut the M12 cable to the field wiring in the conduit.



Shop Test

Some instrumentation will be configured and shop tested prior to shipment to the jobsite. S&B will configure M12 bulkhead connectors on the instruments identified in the table. Instrumentation scaling and 4-20mA signal testing is performed in our shop such as is the trip point of the thermal flow switch.

Freight Included

S&B will ship the instruments in a large box, set on a pallet, on the same delivery schedule as the PLC control panel. Equipment will be palletized, and the Contractor will be responsible for receiving the truck at the jobsite as well as offloading the equipment from the truck and any equipment movement on the jobsite.

Flow Meter Tubes Drop Shipped

S&B will drop ship the flow meter tubes to the contractor, ahead of all other instrumentation so it can be installed in the process piping. All other instrumentation will be shipped in a single group shipment, as noted above.

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Storage & Installation Requirements

S&B will include the installation and storage requirements of the I&C equipment as part of our submittal as well as via email to the contractor. This will educate the Contractor on storage and installation to protect the warranty of the equipment.

S&B will store equipment for up to 60 days in our warehouse prior to shipment to allow for contractor scheduling. If the project site is not ready to receive the equipment, we offer to ship the equipment to the City Operations Center for storage or hold at S&B for a \$300/month. The City shall provide a target delivery date with “not before” and “not after” dates. S&B will use these dates to plan for panel assemblies and target delivery dates. The “not before” dates must be on or later than our lead time estimates below (ranging from 8 to 58 weeks).

Application Software:

Application Software links the equipment together and enables autonomous control of the station. S&B will provide application software to the following pieces of equipment:

- PLC (in the SCP)
- HMI Touch panel (in the SCP)
- VFD
- Switchboard (Auto-Throwover Switching)
- SCADA Computer System (updates to the existing system at City Headquarters)
- Alarm Notification System (updates to the existing system at City Headquarters)

The application software is engineered at S&B's offices by Project and field engineering staff. All software is simulated and tested at our facility. Software that has completed its test is shelved and will be officially commissioned when S&B performs our field startup and commissioning activities.

Transitional Commissioning:

With the Well 13 site undergoing significant civil work, the leased line connection to the existing station is anticipated to be broken and non-functional shortly after the project's ground-break work. To resolve the problem of the existing equipment's SCADA connection being lost, our scope advances the cellular communication features of the new system, by connecting this equipment with the existing Well 13 RTU to allow for telemetry and SCADA operation during construction via the cellular network. Our work includes two days of transition startup services and 8 hours of engineering to design and program the interim system operations.

S&B will provide the planning and coordination with the City in advance of contractor activities at the site. This action is anticipated to allow for civil work to continue without jeopardizing the control and operation of the existing facility.

Additionally, the central SCADA telemetry processor must also be expanded to accommodate the additional data points identified for this project and the CPU will be replaced as a result of this work. The CPU work will be completed at the beginning of the project to facilitate the transition from leased line to cellular network as well to provision for the additional data points. S&B will coordinate with the City for a planned outage at the headquarters of about 1-hour while equipment is upgraded, and the new headquarters is re-initialized.

Final Commissioning:

After the construction is completed, S&B will perform the commissioning of the supplied equipment for the final end-state, as defined by the I&C drawings and control narratives in the project specifications. S&B field engineers will commission the VFDs, SCP, instrumentation, and application software.

S&B plans the following time to commission the control system

- SCP – 2 days
- VFD – 1 day (requires the Contractor to have pump vendors onsite for complete commissioning)
- Switchboard – 1 day
- Instrumentation – 1 day
- SCADA Computer System Updates and Training – 1 day

Contractor Coordination

Startup/Commissioning services at jobsite are performed by our field engineer. A 2-week written notice is recommended for securing the Contractor's required startup date. Our field engineers schedule fills up quickly and the contractor can only choose from dates that are currently available.

The Contractor must also coordinate the required vendors for startup. Vendors will support the vendor-supplied field equipment, and S&B will support the testing of signals to the PLC in the SCP. The vendors we anticipate will need to be onsite during testing include:

1. Cla-Val
2. Pump Vendor (for 250HP VFD)
3. Generator (testing the dry contacts and ModbusTCP ethernet connection in their control panel sending status info to the SCP)

Pre-Startup Checklist Requirements

S&B will provide a pre-startup checklist for the Contractor to use in verifying the electrical and mechanical systems are ready for commissioning services. An email confirmation of the pre-startup checklist completion is required prior to S&B performing startup services. Our startup time budget is based on completed checklist. **If S&B arrives on site and instrumentation installations or wirings are not complete, the Contractor is responsible to purchase all required field engineering hours needed for commissioning services that go beyond the quoted time for the Control System Startup (as instrumentation startup is done during the same time). Any required new hours must be pre-purchased as part of a change order. Therefore, it is paramount that the contractor comply with the pre-startup checklist prior to S&B field engineers arriving to the site.**

S&B will include the installation and storage requirements of the I&C equipment as part of our submittal as well as via email to the City. The City will review and forward this information to the Contractor.

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Exceptions / Deviations from Bid Design Documents

- Plans: none
- Specifications: none

Pricing:

Pricing is quoted as a lump sum, with breakouts into major categories for your reference.

Scope	Price
PLC Control Panel & Application SW	143,020.00
Transitional Commissioning (HQ & Remote Site)	20,290.00
Motor Control	97,990.00
Switchboard	255,530.00
Instrumentation	42,830.00
Add.1 Testing Forms/Method (see detail below)	18,040.00
Pre-Design Services (with Carollo coordination)	22,440.00
TOTAL	600,140.00
Sales Tax (8.6%)	51,612.04
Total including WSST	\$ 651,752.04

Testing & Forms per Addendum 1:

Addendum 1 provided additional testing requirements and multiple forms as part of Section 40 80 01 that S&B did not review previous to its release. This requirement requires the Contractor to test the SCADA system as well as fill out forms for all pieces of equipment. While this may be standard for Carollo, this level of testing and paperwork has not been employed historically in water station work previously at the City. The method of testing and forms requirement represent 64-hours of additional work, above and beyond our standard method of testing and the associated documentation.

If the City elects to remove this requirement and utilize S&B's standard method of testing this line item of cost can be eliminated from the purchase. S&B's method is control system centric where we highlight and initial our drawings indicating every connection and terminating point for signal verification is validated through the SCADA system. We also demonstrate control system operations meet specifications by highlighting the control narrative to document the items have been tested and verified. We believe our method is adequate and consistent historically as well as for the Lower Prune Hill work in progress. We quote this work fully compliant with the addendum 1 additions and flag that we are receptive to eliminating this 40 80 01 section of work and price as a cost trimming measure.

Standard Terms and Conditions:

Installation by Electrical Contractor:

The system quoted is intended for purchase by the City and installation by the contractor. Electrical and mechanical installation of the instruments at the project site is excluded from our scope. The Electrical Contractor is encouraged to review the system prior to shipment. Following installation of the equipment our field engineer will perform startup testing and owner training.

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Assumed Responsibilities of the City's Selected Contractor:

The Contractor is responsible for the following items related to the I&C package:

- Providing the schedule for delivery of the I&C system. The Contractor may elect to receive the shipment in up to three groups of products to best fit the needs of their construction schedule: SCP, VFDs and Instrumentation.
- Attend one on-site meeting to review installation requirements and pre-startup tasks. This is a 2 to 3 hour meeting where we review mechanical and electrical installation requirements for each instrument and control panel. For control panels this includes seismic anchorage and recommended techniques. The pre-startup task review covers our check list indicating completion of the installation for each device with specific notes.
- Advance planning for startup and coordination of technical services. The pump station includes several complex equipment items. Since the control system connects with most of these items, the Contractor must provide a coordinated startup planning calendar indicating the time slots for each vendor and a sequenced plan for startup activities. All equipment provided by our firm is fully factory tested as a system on our shop floor prior to startup. Startup activities are a focus for integration of items that were not included in our scope of delivery. S&B provides a total of five days of onsite startup and testing work over as many as two time periods as part of this quotation. The Contractor can arrange for all startup in a contiguous 5-day sequence or break this up into two segments as best fits their schedule. Specific challenges to pumping stations are coordinating pump startup and generator startup.
- Provide a two-week advance notice via email for delivery to jobsite. S&B includes freight on board delivery via common freight with equipment on pallets and blanket wrapped. We typically can provide 4-hour resolution on exact delivery date and time requests. The Contractor is responsible for offloading freight and will require a forklift or similar lifting system to remove equipment from the freight van. Alternatively, the City may elect to receive all equipment from S&B at their Operations Center and make the equipment available as Will Call for the Contractor.
- All movement and storage of the IC equipment. This includes following the prescribed storage requirements of the control panels and instrumentation in a thermally controlled environment to ensure the warranty is maintained. Reference the included Control Panel Storage and Installation guide.
- Installation of equipment, including all bolts, fasteners, sealants, or other materials to support the required installation method.
- Communicating with S&B of the anticipated startup dates, or changes to the startup dates. The Contractor must request dates with at least a 2-week advance notice. S&B will give startup date options from dates that are currently available.
- Contractor is responsible to complete the S&B supplied pre-startup checklist, sign and return, to ensure the systems are both mechanically and electrically ready for startup services. If S&B arrives to perform the requested startup services and checklists were not representative of field conditions, additional field engineering labor may be required to complete the work.

Startup & Commissioning:

S&B field engineers will perform startup services for all quoted instrumentation on the project. Therefore, prior to I&C equipment checkout, all equipment for the entire site must be mechanically installed, wired, and the S&B

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control panel pre-commissioned so that the signal for each field device can be witnessed on the 12" operator touch panel.

S&B will be responsible to initially power up the SCP, as S&B will check for foreign voltages prior to energization. The Contractor is not allowed to power the panel without S&B first reviewing installation and providing initial startup services. This ensures the warranty of the control panel can be maintained.

Submittal Documentation:

Submittal drawings and supporting literature are provided in electronic format only, estimated at twelve (12) weeks from receipt of order.

O&M Documentation:

O&M information is supplied via electronic format prior to startup for Engineer review and Contractor use. Final documentation provided in As Built drawings supplied approximately two weeks after startup.

Lead Time Estimates:

The I&C scope of supply remains severely impacted with most equipment being long-lead items. All lead times are estimates based upon the current information from our suppliers. Lead times are subject to change and S&B does not bear responsibility for changes to manufacturer's lead times. S&B will communicate with the Owner and Contractor if lead times change.

The following lead times represent the most up to date information we have from our vendors:

- SCP – 20 weeks
- VFDs – 32 weeks
- Switchboard – 45 weeks
- Instrumentation – 8-10 weeks
- Application Software – 24 weeks

Standard Inclusions:

- Award based on City Contract similar to previous work such as scope for LPH or Well 6.
- Equipment is factory tested and shipped FOB factory with freight allowed, common carrier, destination.
- Shop Drawings, instruction manuals and software documentation via electronic media.
- Submittal Documentation per specifications
- Field Engineering Services for technical support of installation questions, start-up, and acceptance testing of equipment supplied by this quotation. S&B is a designer and supplier of control system equipment, providing technical support and engineering services to review installation of our equipment, commission and attest to its compliance with the project specifications.
- Quote is valid for ninety days

Standard Exclusions:

Unless specifically included as a line item in this quotation's scope of supply the following are excluded from our scope of deliverables:

- Installation costs and any associated permits
- Arc Flash studies and/or labeling

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- Short Circuit and circuit breaker trip coordination studies
- 3rd party circuit breaker certification testing and certification
- Piping, tubing, valves, fittings between the instruments and the process
- Process appurtenances: Pumps, pressure gauges, manifolds, bushings, thermowells, diaphragms, annular seals, purge assemblies, stilling wells, valves, pump over-temp sensors, pump moisture sensors, or solenoids that are not an integral part of the listed scope.
- Conduit, wire or cable external to the control system panels listed in this scope
- Mounting brackets, stanchions, supports, pads that are not integral to the control system panels or process instruments listed in this scope.
- Liquidated damages (available upon request and definition of scope)
- Bonding (service available for additional fee)
- Credit Card payment
- Equipment not specifically listed in our scope of work

Our quotation is based on a progress payment schedule to reflect progress in design, system assembly, product delivery and startup. Our payment requests will be submitted electronically per City requirements. Our form 977 (attached) provides our standard terms and conditions which provides the guidelines used for progress billing. We anticipate adopting the City's standard contract along with its terms and conditions assuming that it is similar to our recent contracts. Form 977 is provided until we have opportunity to review the current City standard contract.

We look forward to the opportunity to work on this important project and will contribute to making this successful by delivering the highest quality of materials and startup services according to the agreed schedule. Please feel free to contact us regarding any questions that you may have regarding our quotation.

Yours truly,



Randall T. Stead
President
S&B Inc.

EXHIBIT “B” 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).