



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Parallel Step Main Replacement Design

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and **Gray & Osborne, 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 **Parallel Step Main Replacement Design**.
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 **March 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 **\$348,000.00** 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 is appropriate to the consultant's profession. Professional Liability insurance shall be written with limits of 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 bonafide 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 bonafide 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.
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:

Jay Swift
Gray & Osborne, Inc.
1111 Main St. Suite 200A
Vancouver, WA 98660
PH: 360-571-3350
EMAIL: jswift@g-o.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 _____, 2026.

CITY OF CAMAS:

Gray & Osborne, Inc.
Authorized Representative

By _____

Signed by:
Michael B. Johnson
By _____
00DD797FDF6D425...

Print Name _____

Print Name Michael B. Johnson

Title _____

Title President

Date 2/25/2026

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF WORK
CITY OF CAMAS
PARALLEL STEP MAIN REPLACEMENT DESIGN

PROJECT UNDERSTANDING

The City of Camas' Septic Tank Effluent Pump System (STEP) Main carries domestic, commercial and industrial flows from west Camas to the north from the Brady Road Pump Station along Parker Road, then to the southeast along Lake Road south of Lacamas Lake, and then to the south along Everett Road, eventually discharging at the WWTP. A STEP Main Extension was installed in 2015-2016 to connect the pre-existing STEP Main, which had terminated at the 6th and Joy gravity line, directly to the WWTP. The length of the pre-existing STEP Main is approximately 36,940 lf. The pipe material is PVC and varies in diameter from 8 inches to 24 inches. The majority of the STEP Main was installed in the mid-1980s and is thus about 40 years old. Much of the pipe used for the STEP Main is thin-walled (SDR41), plastic irrigation PVC pipe with a 100-psi rating.

A portion of the City's STEP Main is experiencing plugging issues due to a buildup of scale caused by the industrial discharge from TSMC (a.k.a. Wafertech). In June 2024 Gray and Osborne provided the City of Camas with a STEP Main Condition Assessment Plan and Scale Removal Evaluation study and report. The study and report included an evaluation of pipe scaling caused by the TSMC facility, a plan for assessing the condition of the City's STEP Main serving West Camas and NW Lake Road, and concept plans for replacing the STEP Main. The concept plan included cost estimates for replacing the entire STEP Main (from the Brady Road Pump Station to the new extension) and for replacing just the portion of the STEP Main near the TSMC facility

Given the nature of its construction, the scaling issues, and age of 40 years, it is appropriate to start developing a plan for phased replacement of the STEP Main and provide some parallel pipes for bypass provisions to reduce the risk of a catastrophic failure. The first phase for the STEP Main replacement will be construction of a parallel STEP Main around the TSMC (a.k.a. Wafertech) discharge locations on Lake Road, from NW Jackson to NW Friberg-Strunk Street. This section of STEP Main replacement currently consists of approximately 4,500 lf of 12-inch and 24-inch PVC pipe and associated appurtenances. Maintaining STEP Main service to TSMC and the rest of the customers throughout project construction will be of critical importance. The City has determined that installation of a redundant force main is desired to preserve pipeline capacity and allow for investigation and rehabilitation of the existing main. The City has requested this scope of work to install approximately 5,600 LF of parallel main from NW Friberg-Strunk Street to NW Jackson Street, a section where scaling is suspected.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute subconsultant contracts.
- C. Manage subconsultant work.
- D. Manage and control project budget and schedule.
- E. Manage and provide monthly progress reports and invoices.
- F. Provide coordination with the City, Wafertech, and other stakeholders.

In addition to Gray and Osborne’s internal project management, project management will also be provided by Shell Engineering and Consulting, LLC (Shell). (See attached scope from Shell, which is made a part of this scope by this reference.)

Task 2 – Kickoff Meeting

Conduct a kickoff meeting with City staff to confirm scope, identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements. The discussion will include, but not be limited to, the following topics:

- A. Review provided record drawings of existing system.
- B. Review and confirm project understanding and design criteria to be employed.
- C. Review and confirm task assignments and budget hours for assigned tasks.
- D. Review and confirm project schedule and milestones/deliverables.
- E. Identify regulatory requirements.
- F. Identify utility purveyors and concerns.

- G. Identify project stakeholders and discuss their needs and impacts on the project.
- H. Environmental requirements.
- I. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Survey

Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project. Survey services, to include:

- A. Right-of-Way and Easement Research

Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required for establishing the existing rights-of-way and easements along the project alignment. This work will include:

- 1. Identify current rights-of-way along the proposed alignment.
- 2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

- B. Topographic Survey

- 1. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- 2. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.
- 3. Work to support the City obtaining easements for project alignment, if required, including legal descriptions and exhibits.

Task 4 – Utility Data Acquisition

Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor. Services, to include:

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services, Inc. (APS) will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map. Potholing of critical utilities will also be contracted through this company once the preferred alignment has been identified.

Task 5 – Technical Memorandum (Predesign Letter Report)

Prepare a technical memorandum summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. Services, to include:

- A. Prepare a written technical memorandum (letter report) summarizing the project understanding, project site, access issues, utility needs, utility conflict evaluation and resolution, pertinent design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. The Technical Memorandum will also document the sizing/hydraulic recommendations provided by the City's modeling consultant. We will confirm this information with Wafertech and the City to verify it reflects the current understanding of future Wafertech expansion plans and flows.
- B. Submit the technical memorandum to City staff and solicit comments and/or clarifications. Incorporate all relevant review comments into memorandum and issue the final memorandum to the City.

NOTE: It is assumed that the City's modeling consultant will provide information regarding flow and pressure that will be used in the design for sizing and capacity.

Task 6 – Permitting

Gray and Osborne will provide support required to obtain permits necessary to facilitate construction of the project. Services, to include:

A. Right-of-Way Permits

1. Prepare and submit for grading, drainage, and right-of-way permits from the City.
2. Prepare traffic control plans as necessary for work in major intersections and streets.

B. Stormwater General Construction Permit

Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology, if required. It is likely that this project disturbs less than one acre, and will thus be exempt.

C. SEPA Checklist

Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Task 7 – 30 Percent Design

Prepare 30 percent design effort drawings of the proposed utility alignment for City review. Services, to include:

A. Base Map

Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

B. STEP Main Alignment

Prepare layouts and full-size drawings of design representing a 30 percent design effort to include alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare preliminary-level construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments. It is assumed that the meeting will occur via video conference.

Task 8 – 60 Percent Design

Prepare project drawings, specifications, and cost estimates of the STEP main improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort. Services, to include:

A. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications (Draft)

Prepare draft project specifications in WSDOT format referencing the *2025 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments. It is assumed that the meeting will occur via video conference.

Task 9 – 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the STEP main improvements representing a 90 percent design effort for City review and comment. Services, to include:

A. Plans

Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications

Prepare project specifications in WSDOT format referencing the 2025 Standard Specifications for Road, Bridges and Municipal Construction. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments. It is assumed that the meeting will occur via video conference.

Task 10 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details. Services, to include:

A. Final Plans

Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

B. Specifications (Final)

Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

C. Quantities and Cost Estimates

Prepare final quantity takeoff and construction-level construction cost estimate.

Task 11 – Quality Assurance/Quality Control

Oversee three in-house quality assurance/quality control (QA/QC) meetings at G&O’s office during the course of the design project. The meetings will include senior project staff, Shell Engineering, and selected design team members. Meetings are to take place at the following levels:

A. 30 Percent Design (defined more fully in Task 7).

B. 60 Percent Design (defined more fully in Task 8).

C. 90 Percent Design (defined more fully in Task 9).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 12 – Bid Support

Assist the City during the bid phase. Services, to include:

A. Support City staff to answer bid inquiries during bid phase.

B. Support City staff to prepare any Bid Addenda as may be required.

SCHEDULE

We anticipate the following schedule:

Notice to Proceed.....	February 1, 2026
30 Percent Design Effort.....	April 15, 2026
60 Percent Design Effort.....	July 15, 2026
90 Percent Design Effort.....	October 15, 2026
Final Design Effort	January 2027

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

MANAGEMENT RESERVE FUND

The Management Reserve Fund allows the City to expand the scope of work without seeking an additional and formal contract supplement, within the limits and terms as stated herein. The Engineer cannot access the Management Reserve Fund budget without the further written authorization of the City.

The Management Reserve Fund will consist of an amount not to exceed \$10,000, and is set aside to cover the cost of unforeseen work and/or services required for the PS&E phase of the project. Such unforeseen conditions could include additional right-of-way research, utility locates, traffic analysis, environmental documentation, public involvement process, geotechnical assistance, additional design effort, and/or other related tasks.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. Electronic copies of any permits acquired during the development of the project.
2. SEPA checklist.
3. Technical memoranda:
 - a. Draft copy;
 - b. Final copy.
4. Electronic copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels.
5. Electronic copies of project specifications and cost estimate at 60 percent and 90 percent design effort levels.
6. Electronic set of final construction drawings (PDF).

7. One electronic set of final project specifications (PDF).

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 week) review of all submittals. This also assumes timely responses from Wafertech to inquires, issues raised, and the predesign review.
2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing sanitary sewer infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. This scope of work assumes that the City will advertise and circulate the SEPA checklist document, pay any costs of publication, and make timely threshold determinations.
4. This scope of work assumes that the City will agree to appear as “Applicant” on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
5. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.
6. This scope assumes that geotechnical investigations will not be needed due to the proposed pipeline being located within existing roadway.
7. This scope assumes there will be no critical areas requirements for this project due to the proposed pipeline being located within existing roadway.



SCOPE OF WORK FOR
CITY OF CAMAS
WAFERTECH SECTION PARELLEL STEP MAIN REPLACEMENT

December 4, 2025

PROJECT OVERVIEW

The City of Camas' Septic Tank Effluent Pump System (STEP) Main carries domestic, commercial and industrial flows from west Camas to the north from the Brady Road Pump Station along Parker Road, then to the southeast along Lake Road south of Lacamas Lake, and then to the south along Everett Road, eventually discharging at the WWTP. A STEP Main Extension was installed in 2015-2016 to connect the pre-existing STEP Main, which had terminated at the 6th and Joy gravity line, directly to the WWTP. The length of the pre-existing STEP Main is approximately 36,940 lf. The pipe material is PVC and varies in diameter from 8 inches to 24 inches. The majority of the STEP Main was installed in the mid-1980s and is thus about 40 years old. Much of the pipe used for the STEP Main is thin-walled (SDR41), plastic irrigation PVC pipe with a 100-psi rating.

A portion of the City's STEP Main is experiencing plugging issues due to a buildup of scale caused by the industrial discharge from TSMC (a.k.a. Wafertech). In June 2024 Gray and Osborne provided the City of Camas with a STEP Main Condition Assessment Plan and Scale Removal Evaluation study and report. The study and report included an evaluation of pipe scaling caused by the TSMC facility, a plan for assessing the condition of the City's STEP Main serving West Camas and NW Lake Road, and concept plans for replacing the STEP Main. The concept plan included cost estimates for replacing the entire STEP Main (from the Brady Road Pump Station to the new extension) and for replacing just the portion of the STEP Main near the TSMC facility

Given the nature of its construction, the scaling issues, and age of 40 years, it is appropriate to start developing a plan for phased replacement of the STEP Main and provide some parallel pipes for bypass provisions to reduce the risk of a catastrophic failure. The first phase for the STEP Main replacement will be construction of a parallel STEP Main around the TSMC discharge locations on Lake Road, from NW Jackson to NW Friberg Trunk Street. This section of STEP Main replacement currently consists of approximately 4,500 lf of 12-inch and 24-inch PVC pipe and associated appurtenances. Maintaining STEP Main service to TSMC and the rest of the customers throughout project construction will be of critical importance. The City has determined that installation of a redundant force main is desired to preserve pipeline capacity and allow for investigation and rehabilitation of the existing main. The City has requested this scope of work to install approximately 5,000 LF of parallel main from NW Friberg-Strunk Street to NW Jackson Street, a section where scaling is suspected.

More specifically, the work will include the following

SCOPE OF WORK

1. Project Management

Provide project management for the project. Coordinate with City of Camas (City) staff and the Gray & Osborne (G&O) project team. Coordinate and manage the schedule for the consultant team. Facilitate communication and exchange of information. Review project progress versus schedule. Meet periodically with the City and G&O project team to review project progress and identify design issues. Communicate with regulatory agencies and stakeholders.

2. Review Background Information

Review previous reports, flow data, and record drawings. Coordinate with City to obtain available information required for design.

3. Technical Memorandum (Predesign Letter Report)

Manage analysis of the existing STEP Main and facilitate preparation a pre-design Technical Memorandum. Submit the Technical Memorandum for City review and comments. Facilitate a review meeting with City staff and preparation of a final draft.

4. Design Phase

Provide project management for completion of engineering design of the project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Deliverables for this phase of the project will be provided at 30%, 60%, 90% and Final stages of development.

- Plans
- Special provisions
- Engineer's estimate

5. Client Meetings, Stakeholder Meetings, and Site Visits

Attend meetings with City staff and Stakeholders during all phases of the project. Attend site visits to review existing conditions, field verify utility locations and record drawings (if available), and verify locations of proposed work. The following meetings are anticipated:

- Project Scoping Meeting
- Project Kick-off Meeting
- Site Visits
- Periodic Project Team Meetings
- Pre-Design Report Review Meeting
- Design Review Meetings at 30%, 60%, 90% and Final

6. Permitting Assistance

Assist G&O with applying for and obtaining the required permits for the project. It is anticipated that the following permit applications will be required:

- City of Camas Engineering Approval
- SEPA Checklist

7. QA/QC Review

Conduct Quality Assurance/Quality Control reviews of all deliverables, to include:

- Survey Base Map
- Pre-Design Technical Memorandum
- 30%, 60%, 90% and Final design submittals
- SEPA Checklist

8. Bid and Contract Award Services

Assist the City with the bid and award process for the project. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

9. Assumptions:

The following assumptions have been made in developing this scope of work.

- Meetings will be video conferences.
- No right-of-way, stormwater or grading permitting is required.
- No geotechnical investigation or recommendations are required.
- Less than 1 acre of ground disturbance will occur and a Stormwater General Construction Permit (NPDES) is not required.
- SEPA Checklist will be prepared by Gray and Osborne.
- Construction support services will be contracted under a future amendment.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES



SHELL
Engineering &
Consulting LLC

EXHIBIT 'B'
Fee Estimate

City of Camas STEP Main Replacement
December 4, 2025

Task	Description	Hours	Labor Cost	Expenses	Total Cost
1	CONTRACT MANAGEMENT				
	Scope Development	12	\$ 2,400		\$ 2,400
	Invoicing	3	\$ 600		\$ 600
2	REVIEW BACKGROUND INFORMATION				
	Reports	8	\$ 1,600		\$ 1,600
	Record Drawings	4	\$ 800		\$ 800
	Site Review	4	\$ 800		\$ 800
3	TECHNICAL MEMORANDUM				
	Report Development	8	\$ 1,600		\$ 1,600
4	DESIGN PHASE				
	30%	40	\$ 8,000		\$ 8,000
	60%	40	\$ 8,000		\$ 8,000
	90%	40	\$ 8,000		\$ 8,000
	Final	40	\$ 8,000		\$ 8,000
5	MEETINGS				
	Plan Review Meetings	8	\$ 1,600		\$ 1,600
	Stakeholder Meetings	8	\$ 1,600		\$ 1,600
6	PERMITTING ASSISTANCE				
	SEPA Checklist (included above)				
	ROW Permit (included above)				
7	QA/QC REVIEWS				
	Technical Memorandum	4	\$ 800		\$ 800
	30% Deliverable	4	\$ 800		\$ 800
	60% Deliverable	4	\$ 800		\$ 800
	90% Deliverable	4	\$ 800		\$ 800
	Final PS&E	4	\$ 800		\$ 800
8	BID AND CONTRACT AWARD				
	Bidder Questions, Pre-Bid Meeting, Addenda	8	\$ 1,600		\$ 1,600
	TOTAL	243	\$ 48,600	\$ 500	\$ 49,100

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF CAMAS - PARALLEL STEP MAIN REPLACEMENT DESIGN

Tasks	Principal-In-Charge Hours	Project Manager Hours	Civil Eng. Hours	Engineer-In-Training Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey Crew Member Hours
1 Project Management and Oversight	8	32					
2 Kickoff Meeting	1	4	1				
3 Survey		2			8	60	200
4 Utility Data Acquisition		2	8	32			
5 Prepare Technical Memorandum	12	16	60		12		
6 Permitting		4	16	40	24		
7 30 Percent Design		16	60	80	120		
8 60 Percent Design		16	60	80	120		
9 90 Percent Design		16	60	80	120		
10 Final Design		16	40	40	80		
11 Quality Assurance/Quality Control	30	16	16	12			
12 Bid and Award Services		8	16	4	4		
Hour Estimate:	51	148	337	368	488	60	200
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$170 to \$270	\$140 to \$190	\$110 to \$180	\$70 to \$190	\$140 to \$220	\$80 to \$160
Estimated Fully Burdened Billing Rate:*	\$260	\$240	\$150	\$125	\$135	\$205	\$145
Fully Burdened Labor Cost:	\$13,260	\$35,520	\$50,550	\$46,000	\$65,880	\$12,300	\$29,000

Total Fully Burdened Labor Cost: \$ 252,510

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 3,980

Subconsultant:

Locate Company \$ 25,000

Shell Engineering & Consulting, LLC \$ 49,100

Subconsultant Overhead (10%) \$ 7,410

Management Reserve: \$ 10,000

TOTAL ESTIMATED COST: \$ 348,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**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).