



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Project No. T1041**

**NE Everett Street Corridor (SR-500):**  
**Alternative Analysis**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **PBS Engineering and Environmental, 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 **NE Everett Street Corridor (SR-500): Alternative Analysis.**
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, 2023** 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 **\$318,877.96** 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. Consultant billing rates are attached as **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.
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 contractors 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 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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** 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 Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor 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 Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; 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 Contractor, 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 Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor 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 Contractor 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 contractor 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 contractor is unable to certify to any of the statements in this contract, such contractor 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. Contractor represents and warrants that the Contractor 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. Contractor 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 Contractor 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 Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor 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 Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor'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:  
James Carothers  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7230  
EMAIL: [Jcarothers@cityofcamas.us](mailto:Jcarothers@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Greg Jellison  
PBS Engineering and Environmental  
1325 SE Tech Center Dr., Suite 140  
Vancouver, WA 98683  
PH: 360-567-2115  
EMAIL: [Greg.Jellison@pbsusa.com](mailto:Greg.Jellison@pbsusa.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 herof and such other provisions shall remain in full force and effect.

22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

PBS Engineering and Environmental:  
*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT "A"**  
**SCOPE AND COSTS OF SERVICES**

# **CITY OF CAMAS, WASHINGTON**

## **NE Everett Street Corridor (SR-500):**

### **Alternative Analysis**

#### **City of Camas Project # T1041**

#### **INTRODUCTION**

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas to perform traffic and preliminary engineering, alternative analysis, environmental review, public involvement and other related professional services for the NE Everett Street (SR-500) Corridor from NE Lake Road north to the City Limits. Professional services will include evaluation of roundabout and traffic signal options, evaluation of multiple alignment and cross section options, traffic engineering, and environmental process review.

The project team currently includes:

- Kittelson & Associates, Inc. (KAI) – Traffic Analysis and design
- WSP –Environmental permitting
- Archaeological Investigations Northwest (AINW) – cultural resources investigation

The Project is funded with local funds.

This phase of the project will take the analysis and design through the alternatives analysis phase with a recommended alternative selected by the City, followed up with Design through approximately 20 percent. It is assumed that this project will last up to 9 months.

#### **PROJECT DESCRIPTION/BACKGROUND**

The NE Everett Street (SR-500) corridor is generally a 2-lane facility with limited curb and sidewalk. The surrounding area includes Lacamas Lake, Round Lake, and forested lands owned by the City of Camas (City) and Clark County. This corridor is a critical link that connects downtown Camas to both the high school and North Shore areas of Camas. Average daily traffic along the corridor is well over 15,000. An alternative analysis and intersection type evaluation will be completed to identify the appropriate corridor improvements. Currently the project is not funded for construction.

The project limits extend from the Lake Road and Everett Street Roundabout north to the city limits.

## OVERALL PROJECT ASSUMPTIONS

- City will provide crash data from their local road safety plan.
- City will provide all Recreation Conservation Office coordination.

## SCOPE OF WORK

### TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase. This Alternatives Analysis to further define the project is assumed to take up to 9 months to complete.

#### Subtask 1.1 Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the CITY for audits and public information requests. Final documents shall be provided in electronic format as requested.

#### Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.
- Project Documentation, upon request

#### Subtask 1.2 Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at project kickoff meeting with City Staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in Camas.
- Up to 20 weekly phone meetings with City Staff
- Up to 9 internal PBS design team coordination and meetings.
- Preparation for and attendance of monthly (9 under the proposed schedule) project coordination meeting with City staff including up to two PBS staff. Other consultant team members will attend meetings as needed.
- Meet with City staff after the review of the 20% plan submittal; this meeting will be attended instead of the monthly meeting these months.

#### Deliverables

- Meeting Agendas and Meeting Summaries

- Design Submittal Comment Review and Response Log

**Subtask 1.3 Management, Coordination, and Direction**

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain project design schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated as circumstances require or as requested by the CITY (assumes 1 update).
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

**Deliverables**

- Project Schedule& Schedule Updates
- Summary notes of coordination efforts

**Subtask 1.4 WSDOT Coordination**

- The Consultant will coordinate with WSDOT and the City of Camas for all applicable WSDOT procedures, approvals, and processes related to the project.
- One WSDOT coordination meeting with the City and the Consultant will be held for the project.

**Deliverables**

Coordination meeting agendas and meeting summaries.

<b>TASK 2: SURVEYING</b>
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**Subtask 2.1 Survey**

PBS will perform right-of-way resolution, LiDAR spot elevation verification and UAS services to include the following:

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV29/47) to support ground survey right-of-way resolution.
- Resolve the SR-500 (NE Everett Street) right-of-way and centerline for the project corridor. Locate and tie all pertinent centerline, right-of-way, DLC and Section corners to establish the road right-of-way.
- Verify LiDAR surface elevations with primary survey ground control and RTK (GPS) methods.
- Place aerial targets to support and perform Drone survey of the project to produce an ortho rectified image of the project corridor.

**Assumptions/Exclusions**

- Title reports are not a part of this survey scope. There may be certain portions of the road right-

of-way that will require a title report to provide additional information to establish right-of-way legalization.

- Topographic/Existing Conditions surveying is not a part of this survey scope.
- Setting right-of-way/centerline monuments and filing a Record of Survey is not a part of this survey scope.

### **Deliverables**

- Centerline/right-of-way resolution linework in AutoCAD Civil3D 2018 format
- Ortho rectified Aerial Image

## **TASK 3: TRAFFIC ENGINEERING**

### **Subtask 3.1 Traffic Analysis Report**

#### **Task 3.1.1 Existing Transportation Facilities and Traffic Conditions**

- Document existing facilities including: Roadway facilities, number of travel lanes, lane and shoulder widths, bikeway facilities, sidewalk location and widths, crosswalks, pathways, presence of curbs, and bridges within the project limits.
- Document existing pedestrian facilities, including desired origins and destinations within the study corridor limits.
- Collect new 2022 weekday morning (7:00-9:00 AM) and evening (4:00-6:00) PM traffic counts (vehicles, trucks, bicycles and pedestrians) at the following intersections along the Everett Corridor. Local school schedules and impacts to travel patterns due to the ongoing COVID-19 pandemic will be considered in the data collection and review process.
  - NE 35th Ave
  - NE 38th Ave
  - NE 43rd Ave
  - SE Leadbetter Rd
  - NE Everett Dr
  - SE 8th St
  - SE 5th St
  - NE 3rd St
- Conduct an operations analysis at each of the study intersections during the weekday AM and PM peak hours using Highway Capacity Manual Analysis procedures.
- Request the 5-year crash history from the Washington department of transportation. Review and identify any crash patterns and trends to summarize in report.
- Summarize the existing conditions analysis that will be incorporated into Traffic Analysis Report (see Task 4.1.5).

#### **Task 3.1.2 Future No-Build Traffic Conditions**

- Review base and future year 2040 projected traffic volumes using model information provided by the Southwest Washington Regional Transportation Council (RTC) for the study intersection.
  - Coordinate with and obtain required model runs from RTC. It is assumed that RTC will provide the model runs at no cost to the City or Consultant given the modeling request will be on behalf of the City.
  - Coordinate with City and RTC to determine if the future North Shore development is reflected within the RTC models.

- Obtain in-process development information from the City of Camas.
- Develop future year 2042 weekday AM and PM peak hour turn movement volumes at the study intersections considering anticipated background growth as well as approved in-process development that may add trips to the study intersections.
  - If trips associated with the future North Shore development are not included within the RTC models, estimate the additional trips associated with the future North Shore development and adjust the study intersection volumes as needed to reflect the development.
- Conduct an operations analysis at each of the study intersections for 2042 No-build traffic conditions during the weekday AM and PM peak hours using Highway Capacity Manual Analysis procedures.
- Identify capacity deficiencies at the study intersections.
- Summarize future No-Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)

### **Task 3.1.3 Future Build Traffic Conditions with Signals and Roundabouts**

- Conduct an alternative evaluation comparing traffic control change needs at the study intersections, including evaluation of the potential for implementation of traffic signals or roundabouts at the study intersections.
  - Preliminary capacity, delay, and traffic signal warrants shall be evaluated at the study intersections requiring mitigation under 2042 traffic conditions as appropriate to determine whether installation of a traffic signal is likely to be warranted in the future and, if so, at what planning level horizon the signal may be needed.
  - Analyze roundabout operations at the study intersections under 2042 traffic conditions during the weekday AM and PM peak hours. The capacity and delay will be evaluated for each roundabout approach using the Highway Capacity Manual analysis methodology to confirm the appropriate roundabout size and number of lanes needed to service the forecast traffic volumes.
  - Conduct a 95<sup>th</sup> percentile queuing analysis of projected 2042 weekday AM and PM peak hour conditions to determine storage length needs at the project study intersections for the respective intersection controls, as appropriate.
  - Evaluate relative outcomes of Build traffic operations analyses and identify recommended intersection traffic control and turn lane needs.
  - Qualitatively evaluate the need for potential enhanced pedestrian crossings at each of the intersections and the potential implications for the intersection and/or corridor as appropriate.
- Peer Review and discuss concepts with the project design team and other elements outlined in Task 3.2. Work collaboratively with the City and project design team to identify preferred traffic control concepts for each study intersection for further refinement.
- Summarize future Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)
  - This portion of the report will document the preferred intersection traffic control for each study intersection (stop control, signal, or roundabout).

### **Task 3.1.4 Traffic Analysis Report**

- Prepare a draft and final Traffic Analysis Report that summarizes the project elements above.
- Respond to draft report review comments and submit a final report.
- Coordination with the air quality and noise teams to provide future volume reports and preliminary channelization plans required for their analyses.

### **Subtask 3.2 Intersection Control Analysis – ICA (lite)**

The consultant will conduct an intersection control analysis (ICA) for the study intersections. Initial CAD Intersection Design based on preferred layouts developed in Task 4.1.3.

- Prepare 15%-level preliminary designs at the intersections in AutoCAD for the preferred layout/configuration for both the roundabout and signal alternatives, respectively. The designs will include basic horizontal geometric design elements, including edges of travel way, channelization striping and islands, sidewalks, crosswalks, and truck apron (for roundabout). The designs will confirm the geometry incorporates key operational and safety features including design speed objectives, speed consistency principles, design vehicle accommodations, and bicycle/pedestrian treatments.
- Prepare engineering drawings showing AutoTurn vehicle paths through critical turning movements of the roundabouts for the design vehicle for both intersection alternatives.
- For the roundabout concepts specifically:
  - Prepare sketch-level drawings showing "fastest path" design speeds for all critical approaches of the roundabout in accordance with NCHRP Report 672.
  - Evaluate stopping and intersection sight distances at roundabout in accordance with guidelines from NCHRP Report 672. Determine the sight distance triangles needed at each roundabout approach and within the central island as a guideline for potential easements and landscape design. Prepare an exhibit showing the recommended sight lines.
- Evaluate access along the approaches based on layouts for both alternatives respectively and support project team and City staff to address access needs.

### **Deliverables**

- Draft and Final Intersection Control Analysis Memorandum

### **Task 3.3 - Traffic Simulation video**

- Develop basic high-level Simtraffic Simulations (Synchro) for each signal and each roundabout alternative showing the future traffic volumes operations at each study intersection
- 8 signalized intersections and 8 roundabout intersection recordings

### **Deliverables**

- MP4 (video) file of intersection operations

<b>TASK 4: ALTERNATIVE ANALYSIS</b>
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The intent of this section is to conduct an intersection control analysis associated with the project intersection as analyzed as part of Section 4.2 based on WSDOT's ICA approach:

#### **Subtask 4.1 Alternative Analysis**

##### **Task 4.1.1 Summarize traffic operations**

- Summarize traffic operations analysis results for both roundabouts and signals from Task 3.1.3 to be incorporated into combined Alternatives Analysis Report

##### **Task 4.1.2 Alternatives Preliminary Design & Estimates**

Consultant will assist with the preparation of the conceptual plans and conceptual construction cost estimates for each of the alternatives analyzed, by peer reviewing refine intersection layouts and related construction costs.

PBS Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals in support of task 8:

- Design Memorandum
- Decision Matrix
- Alternative Analysis

##### **Subtask 4.1.3 Design Memorandum, Decision Matrix and Alternative Analysis**

Consultant Shall summarize the roadway design standards and decisions in an excel spreadsheet for City staff concurrence. Standards will include but not be limited to:

- Right of way
- Lane widths
- Curb return radii
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria

#### **Alternative Analysis**

Consultant shall prepare conceptual designs and conceptual order of magnitude comparison estimates for each of the alternatives listed below.

Aspects to be included in the alternative analysis report will be:

- Signalized intersection (1 layout)
- Roundabout (2 layout)

Consultant shall develop each alternative to concept level design sufficient to establish horizontal construction limits, order of magnitude estimates and identify major construction activities. Each alternative shall have a horizontal alignment developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each alternative. The drawing shall utilize available aerial imagery and GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed



alternative. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental Impacts.

This subtask will include a summary of the identified impacts and cost estimate associated with each alternative to allow City to determine which alternative to move forward to design and construction.

### **Alternative Analysis Report**

Aspects to be included in the alternative analysis report will be:

- Roundabout versus Signalized Intersections
- Roundabout options
- Preferred alternative

### **Deliverables**

- Summarize preliminary design evaluation to be incorporated into the Alternatives Analysis
- Design Memorandum
- Draft and final alternatives analysis memo

## **TASK 5: ENVIRONMENTAL REVIEW AND DOCUMENTATION**

### **Task 5 Environmental Review and Documentation**

#### **Subtask 5.1: Environmental Evaluation**

The project team will complete an environmental evaluation for the corridor alignment concepts with the focus on future permit viability, and considering the State Environmental Policy Act and the GMA, and alignment occurrence on Washington Recreation and Conservation Office (RCO) funding acquired properties. Critical issues include critical areas assessment and avoidance. For the environmental evaluation, the project team will complete the following activities for the three roadway alignments:

- Work with the City to gather relevant background data, GIS information, and high-resolution aerial photographs of the project planning area.
- Determine the general extent of wetlands, streams, fish and wildlife habitat, frequently flooded areas, and/or geologic hazards that could be impacted by the SR 500 road widening, based on existing documentation, GIS data, and a brief pedestrian survey.
- Prepare an environmental evaluation memorandum summarizing the existing known conditions, evaluating the alternatives, and summarizing the findings.
- Prepare a permit matrix identifying the anticipated permits needed, the permitting agency, general timelines, and the requirements of each permit for inclusion in the evaluation memorandum.

#### **Assumptions**

- Brief pedestrian survey is limited to the existing road rights of way and City owned properties.
- If access to private properties is needed, the City will be coordinate access requirements.
- One, 4-hour site visit includes recording identified critical areas with GPS capable receiver.
- Final determination of required permits, timelines, mitigation and conditions of approval are the responsibility of the regulatory agencies.
- Available GIS data will include parcel lines, rights-of-way, easements, topography, utilities, wetlands, habitat, and waterbodies.
- Permits will be identified based on the proposed alignment, and any future design changes will likely affect the permit requirements and may not be addressed in this task.

- A single permit matrix will identify the anticipated permits for up to three alternatives.
- Environmental evaluation memo will be up to 10 pages.
- City will coordinate all items with RCO

### **Deliverables**

- Draft and final environmental evaluation memorandum

## **TASK 6: CULTURAL RESOURCES ASSESSMENT**

### **Task 6 Cultural Resources Assessment**

#### **Subtask 6.1: Cultural Resources Assessment**

This scope of work is for a cultural resource review of up to five intersection improvements and associated multimodal improvements along NE Everett Street between Lake Road and NE 3<sup>rd</sup> Street in Camas. The review would be performed to inform the selection of the preferred intersection designs and multimodal improvements. The review will include the following sub-tasks.

- The background review will include cultural resource survey data and records on file with the Department of Archaeology and Historic Preservation, and documents in AINW's library, including survey reports, historical maps (early USGS, regional, etc.) of the area, and General Land Office maps of the project area. The objective will be to identify recorded archaeological and historic resources and areas that have been previously surveyed for cultural resources.
- AINW would conduct a reconnaissance by vehicle to assess the existing conditions for the alignment alternatives, and to determine if previously recorded resources may have been removed by developments over the past few years.
- For areas that have not been surveyed for archaeological or historic resources, AINW would estimate the probability of encountering a significant resource on a scale of High, Moderate, or Low. The estimate will be based on LiDAR data, historical records, the reconnaissance review of current conditions, and the statewide archaeological probability model.
- The results would be summarized in an email, and note the location of any 'red flags' that might be found.

## **TASK 7: DESIGN ENGINEERING**

The consultant will advance the design to preliminary (20 percent) plans for this project. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- Preliminary (20%) Submittal
- QA/QC

#### **Subtask 7.1 20 Percent Design (Preliminary)**

The consultant will develop preliminary documents to the 20 percent design stage. These documents will be used to assist the permit process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

The 20% plans shall include:

- Strip Map

- Plan over Profile strip map showing basic roadway geometry information and incorporating recommended intersection geometry, lane configurations, pedestrian crossing and median locations and access management implementation, and conceptual storm layout.

### **Assumptions**

- Assumes up to 5 total project phases
- The Bridge design will not be progressed beyond preliminary profile and layout

### **Deliverables**

- Ultimate lane configuration recommendation along the corridor
- 20% strip map
- Project data sheets
- 20% Cost Estimates broken out into each anticipated project phase

### **Subtask 7.2 - QA/QC**

The Consultant will provide quality assurance/quality control (QA/QC) for design work in accordance with the Consultant's QA/QC Program. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

<b>TASK 8: PUBLIC INVOLVEMENT</b>
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This task includes outreach to multiple audiences affected by or interested in the project, including residents, businesses, and organizations along the corridor; a Technical Advisory Committee (TAC) comprised of project partners and resources; Camas City Council; and the community at large. We will use a variety of strategies, outlined below, to engage them, ensuring equity and accessible across all touchpoints.

#### **Task 8.1           Public Involvement Plan and Summary**

At the kick-off meeting, the Consultant will work with the City to determine the public involvement needs of the project. The Consultant will then develop a public involvement plan (PIP) to lay forth these efforts. This task also includes the project signage that will alert the public of this project, to be installed at project kick-off. After the PIP has been fully executed, PBS will create a comprehensive summary.

### **Assumptions**

- The PIP will clarify the project's PI goals and objectives, anticipated challenges and opportunities, communication channels, schedule of outreach and activities. It will also include a project map, and a list of stakeholders, partners and resources.
- Communications support is not included in this scope of work.
- The City will serve as the media contact and handle public project information *not* specified herein, including newspaper notices/advertisements, press releases, social media, and the Engage Camas website. For clarity, the PIP will outline the Consultant's and the City's roles and responsibilities.
- The City will suggest stakeholders, partners, and resources, and provide known contact information.
- The signs will be 4' x 8', single-sided.
- The City will perform up to two (2) reviews of the draft PIP and project signs.
- The Consultant will design, order, and facilitate installation by the vendor of the signs.

- The Consultant will design, order, and facilitate installation by the vendor of four (4) vinyl update stickers, anticipated as follows:
  - Join us for Open House 1, date, time, location
  - Join us for Open House 2, date, time, location
  - Join us for Open House 3, date, time, location
  - Visit us online for ongoing project details
- The City will perform up to two (2) reviews of the vinyl update stickers.
- Signs, stickers, and installation will be expensed to the City.
- The summary will provide a comprehensive review of outreach and activities, stakeholder involvement, stakeholder input, and project outcomes.

### **Deliverables**

- Draft and final PIP
- Draft and final project sign design
- Project signs (4)
- Draft and final vinyl update sticker designs (4)
- Vinyl update stickers (4)
- Draft and final PI summary

### **Subtask 8.2 Small-Group Stakeholder Interviews**

PBS will hold interviews with small groups of stakeholders (aka “corridor clusters”) whose home, business, property, or organization is located on the corridor. These stakeholders include businesses, residents, residential property owners, and churches. The purpose will be to build relationships, inform them about the project, and consult them on their concerns, early in the project.

### **Assumptions**

- The Consultant will hold up to five (5) small-groups stakeholder interviews.
- The groups are anticipated to be:
  1. NE 35th Avenue to NE 37th Circle – Businesses/commercial property owners
  2. NE 35th Avenue to NE 37th Circle – Residents/residential property owners
  3. NE 37th Circle to NE 43rd Avenue
  4. NE 43rd Avenue to NE Everett Drive
  5. NE Everett Drive to NE 3rd Street
- The Consultant will create five (5) small-group interview lists, pulled from the stakeholder information compiled in Subtask 8.1.
- The City will perform up to two (2) reviews of the small-group interview lists.
- The interviews will be conducted by up to one (1) PBS representatives.
- The interviews will be held in person.
- Each interview will not exceed one (1) hour.
- The Consultant and the City will work together to determine the schedule of small-group interviews and their locations based on availability.
- The City will reserve a City location, up to five (5) locations, and cover any related expenses.
- The Consultant will create an agenda and materials to use at the interviews.
- The City will conduct up to two (2) rounds of review on the agenda and materials.
- The Consultant will create up to five (5) versions of the interview invitation, one for each group.
- The City will email or print, stuff, and mail the invitations, and handle related expenses.
- The City will handle correspondence from stakeholders related to the meeting invitation.
- Over the course of the interview, if individual stakeholders cannot attend the group interview, request additional information, or could benefit from one-on-one follow-up, the Consultant will reach out.

- This scope allows for up to six (6) one-on-one stakeholder follow-up meetings, scheduled by the Consultant.
- The stakeholder follow-up meetings will be held on site, if possible, and will not exceed one (1) hour.
- The Consultant will prepare one (1) formal summary after the conclusion of all meetings.
- The City will conduct one (1) round of review on interview summary document.

#### **Deliverables**

- Draft and final small-group stakeholder interview list, broken into groups
- Draft and final interview invitations (up to 5)
- Draft and final interview schedule
- Draft and final agenda, talking points, materials, and questions
- Draft and final formal summary of all interviews (1 comprehensive document)

#### **Subtask 8.3 Technical Advisory Committee (TAC) Sessions**

The Consultant will work with the City to create and convene a TAC made up of representatives from local agencies, partners, organizations, and resources that have a stake in the new design and enhanced function of the corridor. The purpose will be to build relationships, inform them about the project, and gather their concerns and recommendations. To this end, PBS will hold two group sessions.

#### **Assumptions:**

- The Consultant will hold two (2) TAC sessions.
- The Consultant will work with the City on a list of potential TAC members, up to 12 individuals. Up to two (2) Consultant team staff members will attend each session, in person, for up to two (2) hours.

The Consultant and the City will work together to determine the schedule of TAC sessions and their locations based on availability.

The City will reserve a City location for the sessions and cover any related expenses.

The City will invite the TAC members to the sessions and handle related expenses.

The Consultant will provide an agenda and materials for each session.

The City will handle correspondence from TAC members.

The City will send the TAC follow-up letter and handle related expenses.

The Consultant will prepare a TAC summary.

The City will conduct one (1) round of review on TAC summary.

#### **Deliverables**

- Draft and final TAC list
- Draft and final agenda and materials (2 of each)
- Draft and final TAC summary
- Draft and final TAC follow-up letter

#### **Subtask 8.4 City Council Workshops (2)**

Representatives of the Consultant team will attend a Camas City Council meeting after each of the two TAC activities and before each of the two open houses. They will present on the project's status, review plans for upcoming work, public involvement, communications; respond to questions; engage in discussion as needed; and take direction for future action.

## **Assumptions**

- Up to three (3) representatives of the Consultant team will attend the Two (2) Council workshops (2 PBS technical staff, 1 KAI staff) for up to two (2) hours.
- The Consultant will prepare a presentation for each Council workshop, and submit to the City ahead of the workshop per City guidelines.
- The Consultant will create workshop summaries based on City comments.
- The City will conduct up to two (2) rounds of review on the PowerPoint presentations and the meeting summaries.

## **Deliverables**

- PowerPoint presentations in PDF format (3 presentations)

### **Subtask 8.5 Open Houses (2) and Community Survey (2)**

Building on the success of the Lake-Everett intersection open houses and surveys, our team will engage the public in two community open houses, with community surveys following the first and second event. In this way, we will offer the public multiple ways to both learn about the project, ask questions, and offer their feedback in multiple ways at two key points in the project. After the event, materials will be posted to the project webpage on Engage Camas.

Additionally, after Open House 1 and 2, we will publish a community survey that restates the information provided and asks for feedback.

All materials will be provided in multiple, accessible ways to encourage participation.

## **Assumptions**

- The Consultant will host two (2) open houses not to exceed two (2) hours at key points in the project.
- The City will be responsible for selecting and securing the venue and covering related costs.
- All materials will be provided in English.
- The City will conduct up to two (2) rounds of review on all materials.
- The Consultant will create postcards for each open house; the City will determine the recipients, coordinate printing, and handle postage and payment.
- The City will handle all additional event and survey publicity, including newspaper notices/advertisements, press releases, social media, and the Engage Camas website.
- The Consultant will create an event plan, handout, and PowerPoint presentation for each open house.
- The Consultant will design and provide easels and up to four (4) presentation boards per open house.
- Up to four (4) Consultant team representatives will attend the event: two (2) PBS technical staff, one (1) PBS PI Staff, and one (1) KAI staff. Relevant City representatives will attend the event as well.
- The Consultant will provide event supplies, including event signage, sign-in sheets, nametags, comment forms and a comment box, clipboards, flipcharts, easels, and tablecloths, for each open house.
- The Consultant will prepare event summaries after each open house.
- The Consultant will develop two (2) online surveys for the City to post/distribute after the first two open houses. The first will assess the public's priorities for the project, e.g., safety, additional mobility options, and minimizing environmental impact. The second will allow the public to share their input on the alternatives. Results will be reviewed and summarized at the end of each survey period.

- The Consultant will hold a virtual meeting with the City ahead of each open house, not to exceed 30 minutes, to review the event plan.

**Deliverables**

- Draft and final event plans and summaries (2)
- Draft and final postcard designs (2)
- Draft and final event handouts (2)
- Draft and final presentation boards (up to 4 per event x 3 events)
- Event supplies, e.g., sign-in sheets, comment forms – (for 2 events)
- Draft and final online surveys and summaries (2)

**Contingency Subtask 8.6      Additional Open House (1) and City Council Workshop (1)**

If the City deems it necessary, there could be a need for an additional City Council Workshop and an additional Open House. These tasks are dependent on each other as the presentation created for the Open house is assumed to be the same as the City Council Workshop presentation.

**Assumptions**

- Same as 8.4 and 8.5

**Deliverables**

- Same as 8.4 and 8.5

## **CITY DELIVERABLES TO THE CONSULTANT**

### ***City Provided Information***

#### ***Project Coordination***

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

#### ***Right of Entry Permits***

The City will obtain the right of access to private parcels for all project developments. The Consultant shall coordinate access.

#### ***Pavement Design***

The City will select the pavement type and structural sections based on the pavement recommendation provided by the Consultant.

#### ***Utility List***

The City will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

#### ***Street Light and Traffic Signal Requirements***

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City will also provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.



**EXHIBIT "B"**  
**CONSULTANT BILLING RATES**



**EXHIBIT “C”**  
**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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, 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 contractor, 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 subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations 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 contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the 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 contractor’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 contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 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 contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 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.*).