

CONSULTANT: Hill International, Inc.
CONTACT PERSON: Gregory Heinz
ADDRESS: 719 2nd Avenue, Suite 1075
Seattle, WA 98104

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 20-0953973 / 602654273

TELEPHONE NUMBER: 425-214-0311

COUNTY DEPT: Public Works

DEPT. CONTACT PERSON: Eric Nordstrom

TELEPHONE NUMBER: 425-262-2806

PROJECT: Project Management for Progressive Design-
Build Design and Construction Services

AMOUNT: \$1,012,505.00

FUND SOURCE: Road Fund

CONTRACT DURATION: Execution through December 31, 2025

PROFESSIONAL SERVICES AGREEMENT CC08-21

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and HILL INTERNATIONAL, INC., a Washington Corporation (the "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is Project Management for Progressive Design-Build and Construction Services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-18-21DW.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Consultant practices or operates at the time the services are performed. The Consultant shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Consultant in connection with performing the services shall be of good quality. The Consultant represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Consultant will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the "Effective Date") and shall terminate on December 31, 2025. The Consultant

shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2025, PROVIDED, HOWEVER, that the County's obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Consultant for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Consultant's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

c. Invoices. The Consultant shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Consultant during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Consultant is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Consultant shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Consultant needs to provide contact information (name, phone number and email address). The Consultant will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable Consultants. Invoices are processed for payment by Finance two times a week for Consultants who have selected the e-Payable payment option.

In the alternative, if the Consultant does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Consultant waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Consultant pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **\$1,012,505.00** for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Consultant. The Consultant agrees that Consultant will perform the services under this Agreement as an independent Consultant and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Consultant is not entitled to any benefits or rights enjoyed by employees of the County. The Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Consultant shall furnish, employ and have exclusive control of all persons to be engaged in performing the Consultant's obligations under this Agreement (the "Consultant personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Consultant personnel shall for all purposes be solely the employees or agents of the Consultant and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Consultant personnel, the Consultant shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Consultant personnel when required by law.

Because it is an independent Consultant, the Consultant shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Consultant agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county,

federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the work under this Agreement. The Consultant shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subConsultants or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Eric Nordstrom
Title: Engineer III
Department: Public Works
Telephone: (425) 262-2806
Email: eric.nordstrom@snoco.org

8. County Review and Approval. When the Consultant has completed any discrete portion of the services, the Consultant shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Consultant shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Consultant that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Consultant with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Consultant shall promptly remedy the problem or problems and re-submit the work to the County. The Consultant shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Consultant shall be responsible for the accuracy of work even after the County accepts the work.

If the Consultant fails or refuses to correct the Consultant's work when so directed by the County, the County may withhold from any payment otherwise due to the Consultant an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Consultant's conduct.

9. Subcontracting and Assignment. The Consultant shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Consultant to subcontract, assign, or delegate any portion of the Consultant's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Consultant shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Consultant. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Consultant which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Consultant, shall be refunded to the County by the Consultant.

11. Indemnification.

a. Professional Liability.

The Consultant agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Consultant's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Consultant, its principals, employees, subconsultants, or subcontractors. The Consultant has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its principals, employees, subconsultants, or subcontractors. For the purpose of this section, the County and the Consultant agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Consultant shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or

incidental to the services and/or deliverables provided by or on behalf of the Consultant. In addition, the Consultant shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Consultant or its subconsultants, or subcontractors, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Consultant.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Consultant shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Consultant shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

(v) Professional Liability: \$5,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be

placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subconsultants and Subcontractors. The Consultant shall include all subconsultants and subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subconsultant or subcontractor. **Insurance coverages provided by subconsultants and subcontractors instead of the Consultant as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Consultant shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Consultant of the Consultant's compliance with the requirements of Chapter 2.460 SCC. If the Consultant is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Consultant's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

During the performance of this contract, Consultant agrees to comply with all of the terms required by Appendices A and E, attached hereto and incorporated by this reference.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Consultant represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Consultant shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Consultant shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Consultant’s work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Consultant in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within Fifteen (15) business days of written notice to do so by the County, the County may

terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon ten (10) business days' written notice to the Consultant for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Consultant in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Consultant provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Consultant (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Public Works
3000 Rockefeller Ave, M/S 607
Everett, Washington 98201
Attention: Eric Nordstrom
 Engineer III

If to the Consultant: Hill International, Inc.
719 2nd Avenue, Suite 1075
Seattle, WA 98104
Attention: Gregory Heinz
 Sr. VP & Western Regional Manager

The County or the Consultant may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Consultant shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Consultant's performance under this Agreement. The Consultant may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Consultant shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public

records then in the custody of the Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County. If the Consultant considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Consultant and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Consultant was selected through the County's RFQ identified in Section 1. The RFQ and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Consultant's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Consultant's response, the RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Consultant. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Schedule A
Scope of Services

Arlington Operations Center Project Management Services

The Consultant shall provide Project Management professional services for the Snohomish County Arlington Operations Center as described in this Scope of Work. These services include Capital Projects Advisory Review Board (CPARB) Project Review Committee (PRC) preparation and presentation assistance, Progressive Design Build (PDB) training, project management, construction management, coordination, facilitation, oversight and monitoring activities during the Pre-Construction and Construction phases in the Progressive Design-Build delivery of the new Arlington Operations Center for Snohomish County.

PHASE I – PRE-CONSTRUCTION SERVICES

Phase I services focus on providing pre-construction activities and alternative delivery subject-matter expertise to the County prior to completion of Phase I design documents while representing the best interests of the County. These activities include but are not limited to assistance in preparing PRC application, PRC presentation support, alternative delivery/PDB training, project management, PDB team selection and procurement, design oversight, constructability reviews, quality assurance, change management, and project closeout.

Project Management: The Consultant shall be responsible for the organization, management and coordination of consultant services described in this Scope of Work including managing the activities of its sub-consultants. The Consultant shall oversee its sub consultant and sub-contractor team in confirming that the needs of the County and the project are met. Project management activities throughout this phase include:

- Project Management Plan
- Stakeholder Engagement/Communications Plan
- Meetings/Progress Reporting
- Owner’s Representative Services
- Document/Project Controls – Estimating, scheduling, cost controls, scope management
- Change Management
- Quality Assurance Management

Alternative Project Delivery PRC Approval, Selection and Procurement: Working closely with the County, the Consultant team will assist with in securing alternative delivery approval from the PRC and validating the new Arlington Operations Center program requirements for use as a project baseline in the accomplishment of, but not limited to the following activities:

- Research and recommend to the County the best Project Delivery method to accomplish their project goals
- Develop and confirm initial project budget and project schedule
 - Project Budget – Include projected costs for consultants, contractors, and subcontractors, permitting, construction costs, testing and inspection fees,

- furnishings, equipment, commissioning, cost escalation, and other related project costs and contingencies. Update periodically as additional information and/or conditions change.
 - Schedule – Prepare an initial master project schedule, periodically update as information and/or conditions change.
- Submit Arlington Operation Center project’s application for approval of preferred alternate delivery method to PRC for review and approval. Work includes application, responses to PRC questions, and assistance with development and presentation of project to PRC.
- Upon PRC approval, develop the scope of work and evaluation criteria for a Request for Qualifications (RFQ) and Requests for Proposal (RFP) for Progressive Design-Build (PDB) procurement.
 - Working with the County, develop RFQ and RFP scope that address requirements for function, cost, quality, time, and logistics
 - Guide and create consensus with all stakeholders with regards to project definition, design, cost, and schedule
 - Work with the County to develop evaluation criteria that addresses project objectives, expectations and design, construction, and other project challenges
 - Provide recommendation for the stipend to be paid to non-successful proposers.
- Advise and train County leadership on PDB procurement, contracts, internal processes, and agreements to include:
 - Facilitate interactive proprietary meetings between owner and DB finalists, facilitate interviews with shortlisted DB teams.
 - Assist the County with negotiation of the Phase 1 DBIA Agreement
 - Courses of Action recommendations to address contract compliance requirements for Progressive Design Build
 - Work with County to establishment and implementation appropriate financial and administrative controls
 - Work with County on GMP Amendment negotiations with D-B Team, provide recommendations to County regarding continuing with Phase 2 portion of work
- Work with the County on early coordination with Authorities Having Jurisdiction, securing required permits, approvals, and other authorizations necessary for the development, construction, and operation of the new Arlington Operations Center.

Design Oversight: Upon selection and contracting of preferred Design-Builder (Contractor), provide oversight and subject-matter expertise during the design portion of the project, leading to the successful release of construction documents.

- Work with the County and the Design-Builder to update previously established project budgets and master project schedule; generate cash flow forecast for the project and update periodically as assumptions change and conditions warrant.
- Oversee technical design reviews during design development by Design-Builder; provide comments regarding alignment with established goals and objectives, project budget and within established schedule milestones. Includes technical design reviews by geotechnical, environmental, and civil specialty consultants.

- Conduct constructability reviews of D-B design periodically throughout design phase to confirm alignment with established goals and objectives, project budget and schedule milestones. Includes constructability reviews by geotechnical, environmental, and civil specialty consultants.
- Review Design-Builder's monthly invoices and Applications for Payment provide recommendations to the County for payment.
- Assist the County with identification, procurement, delivery and installation requirements of Fixtures, Furniture & Equipment (FFE) if, and as required during design development.

Additional Services: Provide recommendations and facilitate procurement of additional professional services and specialty consulting services that may be needed for project completion. These additional services may include but are not limited to commissioning, special inspections and building air tightness, and third-party construction cost auditor.

PHASE II – CONSTRUCTION PHASE SERVICES

Phase II services focus on providing project management, construction management and subject-matter expertise to the County during the construction phase and project delivery of its new Arlington Operations Center project. These services include those activities necessary to manage and perform project and construction management services and include during this phase as highlighted below.

Project Management: The Consultant shall be responsible for the management and coordination of consultant services during this phase as described in this Scope of Work to include managing the activities of its sub-consultants. The Consultant will review and oversee this work to confirm that it meets the needs of the County and project. Project management activities throughout this phase include:

- Project Management Plan Update
- Project Communications/Stakeholder Engagement Updates – periodic communications (written and/or oral) and updates to County and Stakeholders on project status, other on-going operations and/or issues of interest
- Progress Meetings – facilitate program-level meetings as required with County and Design-Builder to discuss procedures, progress, problems, scheduling, phasing, and coordination with ongoing operations and other issues relevant to the successful completion of the Project
- Reporting - Prepare and distribute monthly reports to the County and Design-Build Team on the project budget, project schedule status, and on general project information
- Project Controls – Continue estimating, scheduling, cost controls and scope management as needed

Construction Management Oversight: The Consultant will provide appropriate on-site and/or off-site staff as needed to plan, coordinate, and manage all construction management functions, to include monthly reporting, document controls, testing and inspections. The Consultant will

observe and report on construction activities performed by the Design-Builder. Functions performed under this task include:

- Document Controls - Maintain current and orderly records of all project documents including contracts, drawings, specifications, submittals, photographs, samples, schedules, correspondence, meeting minutes, directives, change orders, submittals, Requests for Information (RFI), etc.
- Change Management – Review, negotiate and make recommendations to County regarding change orders. Prepare change order documentation for signatures on behalf of County.
- Consultant/Design-Builder Progress Payment Management - Review Consultant and Design-Builder’s monthly invoices and Applications for Payment, provide recommendations to the County for payment.
- As-Built Documentation - Review on a monthly basis Design-Builder and subcontractor record drawings
- Quality Assurance Management – Provide quality verification and assurance oversight of Design-Builder activities during construction phase of project.
 - Provide oversight of RFI’s and Submittals approval process; review inspection reports
 - Identify and track non-conforming work through QA Management process; work with Design-Builder and consultants as needed for corrective action

Inspections & Testing: Review design requirements and provide recommendations for special inspections and testing

- Coordinate the selection of independent inspection and testing agencies
- Review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities
- Oversee the development of the creation, tracking and resolution of Design-Builder punch list

Safety: Review and monitor Design-Builder’s Safety Program, record any safety violations, and make recommendations for improving safety conditions.

External Reviews: Manage external agency reviews (zoning, building permits, storm water requirements, etc.). Track and report on review status and provide periodic updates to County, stakeholders and Design-Builder as required.

Additional Services: Provide oversight, coordination and direction as needed of any specialty consultants and/or professional services contracted to support this project effort to include commissioning, environmental, third-party construction cost auditing, special inspections and building air tightness, and others as determined.

PROJECT CLOSEOUT AND POST-CONSTRUCTION

Closeout and post-construction services will focus on providing project management, oversight and coordination during the project closeout and post-construction operations and maintenance phase of the new Arlington Operations project for the County. The Consultant will oversee those services and assist in requiring that they be completed in a timely manner and in general accordance with the County's procedures and requirements. Additionally, the Consultant will manage and coordinate all activities of its project team, including all staff and sub-consultants in the oversight of the following activities:

- Develop Project Close-Out Process in consultation with the County and the Design-Build Team to confirm that all close-out activities are in general compliance with the contract documents including schedule, inspections, testing, start-up procedures, warranty processing, and occupancy
- Coordinate, monitor, and document for testing, calibration, and start-up of all equipment and building systems
- Collect and catalog all operating and instruction manuals for equipment and building systems to be submitted to the County
- Coordinate and assist in the training of County's personnel on the operation and maintenance of building systems and equipment
- Schedule and coordinate substantial completion and final inspections
- Coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage
- Submit all project documentation including files, records, drawings, submittals, samples, and other information to the County in an organized and usable electronic format
- Coordinate the warranty work by Design-Builder to ensure their obligations are fulfilled in a timely manner

Schedule B
Compensation

**Hill International Fee Estimate
PM/CM Services and Progressive Design Build Training**

Date: 26-Jan-22
Owner: Snohomish County Public Works
Project: Arlington Operations Center

| HILL INTERNATIONAL | Design Phase | Constr. Phase | Billing Rate | Total |
|-------------------------------------|---------------------|----------------------|---------------------|--------------|
| Job Classification | Hours | Hours | | |
| Principal in Charge | 78 | 64 | \$244 | \$34,648 |
| Project Manager (Becky Blankenship) | 1,020 | 364 | \$210 | \$290,640 |
| Construction Manager Scheduler | 256 | 1,340 | \$169 | \$269,724 |
| Safety Manager | 18 | 30 | \$117 | \$5,616 |
| Estimator | | 320 | \$169 | \$54,080 |
| Project Controls | 60 | | \$135.25 | \$8,115 |
| | 248 | 268 | \$117 | \$60,372 |
| Total Hill Labor: | | | | \$723,195 |

| SUBCONSULTANTS | Design Phase | Constr. Phase | Billing Rate | Total |
|----------------------------|---------------------|----------------------|---------------------|------------------|
| | Hours | Hours | | |
| Akana | | | | |
| PDB Trainer/Owner Advisor | 660 | | \$70 | \$46,200 |
| Haley & Aldrich | | | | |
| Senior Principal | 21 | 28 | \$244 | \$11,956 |
| Environmental Specialist | 72 | 48 | \$162.25 | \$19,470 |
| Principal | 21 | 28 | \$244 | \$11,956 |
| Geotechnical Engineer | 72 | 48 | \$165 | \$19,800 |
| Huitt-Zollars | | | | |
| Sr. Project Manager | 216 | 128 | \$187 | \$64,328 |
| Sr. Project Manager | 200 | 80 | \$187 | \$52,360 |
| Total Sub Labor: | | | | \$226,070 |
| Total Labor: | | | | \$949,265 |

| REIMBURSABLES | Cost | Multiplier | Total |
|------------------------------|-------------|-------------------|--------------------|
| Mileage | 9,750 | 1 | \$9,750 |
| Rental Car | 5,700 | 1 | \$5,700 |
| Parking | 3,570 | 1 | \$3,570 |
| Per Diem | 5,520 | 1 | \$5,520 |
| Total Reimbursables: | | | \$24,540 |
| Escalation* (3%): | | | \$38,700 |
| TOTAL ESTIMATED COST: | | | \$1,012,505 |

*Rates will not be increased without prior approval from Snohomish County.

Schedule B-2
Compensation – Fee Schedule

Consultant: Hill International, Inc.

Project: Progressive Design Build Services

| Position Classification | Hourly Rate | Overhead @154.770% | Profit @29.03% | Max Rate Per Hour |
|------------------------------------|--------------------|---------------------------|-----------------------|--------------------------|
| PIC/PDB Advisor | \$85.98 | \$133.06 | \$24.96 | \$244.00 |
| Project Manager, Becky Blankenship | \$74.02 | \$114.56 | \$21.41 | \$210.00 |
| Project Manager | \$62.02 | \$95.98 | \$18.00 | \$176.00 |
| Construction Manager | \$59.55 | \$92.16 | \$17.29 | \$169.00 |
| Estimator | \$47.66 | \$73.76 | \$13.83 | \$135.25 |
| Project/Doc. Controls Specialist | \$41.23 | \$63.81 | \$11.97 | \$117.00 |
| Safety Manager | \$59.55 | \$92.16 | \$17.29 | \$169.00 |
| Scheduler | \$41.23 | \$63.81 | \$11.97 | \$117.00 |

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The overhead rate, profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the hourly rate of the individual employee plus overhead plus profit, and shall not exceed the Max Rate per Hour for each classification listed in this Schedule B-2. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule B-2
Compensation – Fee Schedule

Subconsultant: Haley & Aldrich

Project: Progressive Design Build Services

| Position Classification | Hourly Rate | Overhead @203.45% | Profit @29.03% | Max Rate Per Hour |
|--|--------------------|------------------------------|---------------------------|------------------------------|
| Environmental Specialist | \$48.80 | \$99.28 | \$14.17 | \$162.25 |
| Geotechnical Engineer | \$49.63 | \$100.97 | \$14.41 | \$165.00 |
| Sr, Principal | \$73.39 | \$149.31 | \$21.30 | \$244.00 |
| Principal | \$73.39 | \$149.31 | \$21.30 | \$244.00 |
| Senior Associate | \$66.17 | \$134.62 | \$19.21 | \$220.00 |
| Associate | \$60.15 | \$122.38 | \$17.46 | \$200.00 |
| Senior Project | \$50.96 | \$103.68 | \$14.79 | \$169.43 |
| Project | \$44.06 | \$89.64 | \$12.79 | \$146.49 |
| Senior Staff | \$40.65 | \$82.70 | \$11.80 | \$135.15 |
| Staff | \$37.21 | \$75.70 | \$10.80 | \$123.72 |
| Senior Drafter | \$36.09 | \$73.43 | \$10.48 | \$120.00 |
| Project Assistant/Technical Word Proc. | \$32.46 | \$66.04 | \$9.42 | \$107.92 |

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The overhead rate, profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the hourly rate of the individual employee plus overhead plus profit, and shall not exceed the Max Rate per Hour for each classification listed in this Schedule B-2. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule B-2
Compensation – Fee Schedule

Consultant: Huitt-Zollars, Inc.

Project:

| Position Classification | Hourly Rate | Overhead @188.12% | Profit @29.03% | Max Rate Per Hour |
|----------------------------------|------------------------|------------------------------|---------------------------|------------------------------|
| Design/Constructability Reviewer | \$55.49 | \$104.40 | \$16.11 | \$176.00 |
| Sr. Water Resources | \$55.18 | \$103.80 | \$16.02 | \$175.00 |
| Sr. Project Support | \$36.73 | \$69.10 | \$10.66 | \$116.49 |
| Sr. Project Manager | \$58.96 | \$110.92 | \$17.12 | \$187.00 |
| Civil Engineer | \$52.03 | \$97.87 | \$15.10 | \$165.00 |
| CADD Expert Technician | \$36.25 | \$68.19 | \$10.52 | \$114.97 |

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The overhead rate, profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the hourly rate of the individual employee plus overhead plus profit, and shall not exceed the Max Rate per Hour for each classification listed in this Schedule B-2. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule C
Reimbursable Expenses

Consultant: Hill International, Inc.

Project: Progressive Design Build Services

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

| Reimbursable Classifications | Rates |
|-------------------------------------|------------------|
| Mileage | Current IRS Rate |
| Postage/Courier | At Cost |
| Outside Vendor Costs | At Cost |
| | |
| | |

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

Subconsultant: Cooper Zeitz, Inc. dba Akana

Project: Progressive Design Build Services

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

| Reimbursable Classifications | Rates |
|-------------------------------------|------------------|
| Mileage | Current IRS Rate |
| Postage/Courier | At Cost |
| Outside Vendor Costs | At Cost |
| | |
| | |

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

Subconsultant: Haley & Aldrich

Project: Progressive Design Build Services

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

| Reimbursable Classifications | Rates |
|-------------------------------------|------------------|
| Mileage | Current IRS Rate |
| Postage/Courier | At Cost |
| Outside Vendor Costs | At Cost |
| | |
| | |

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

Consultant: Huitt-Zollars, Inc.

Project: Progressive Design Build Services

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

| Reimbursable Classifications | Rates |
|-------------------------------------|------------------|
| Mileage | Current IRS Rate |
| Postage/Courier | At Cost |
| Outside Vendor Costs | At Cost |
| | |
| | |

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

APPENDIX A

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, Washington State Department of Transportation, 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, or national origin 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, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR 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, or national origin.
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 Washington State Department of Transportation 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 Washington State Department of Transportation, 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 Washington State Department of Transportation 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.
6. **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 Washington State Department of Transportation 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.

APPENDIX E

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 USC § 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 at 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).