

**North East Texas Regional Mobility Authority**  
**Title VI Nondiscrimination Plan**

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## **Attachments**

- Attachment A** – Signed non-discrimination agreement (English)
- Attachment B** – Signed non-discrimination agreement (Spanish)
- Attachment C** – NET RMA Organization Chart
- Attachment D** – Title VI Assurances
- Attachment E** – Title VI Contractor Provisions (Appendix A to Title VI Assurances)
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- Attachment I** – Additional Clauses (Appendix E to Title VI Assurances)
- Attachment J** – Title VI Complaint Procedures
- Attachment K** – Title VI Complaint Form (English)
- Attachment L** – Title VI Complaint Form (Spanish)
- Attachment M** – “I Speak” Language Identification Card
- Attachment N** – FHWA Form-1273
- Attachment O** – Sample Public Involvement Plan

## **I. INTRODUCTION**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance. Several other federal legal authorities supplement Title VI by extending protections based on age, sex, and disability. In addition, the Civil Rights Restoration Act of 1987 clarified Title VI enforcement by mandating that Title VI requirements apply to all programs and activities of federal-aid recipients regardless of whether any particular program or activity involves federal funds. Taken together, these laws require recipients and subrecipients of federal funds to ensure all programs and services are delivered to the public without discrimination. NET RMA, as a subrecipient of federal financial assistance, will ensure full compliance with Title VI of the Civil Rights Act of 1964; 49 C.F.R. Part 21 (Department of Transportation Regulations for the Implementation of Title VI of the Civil Rights Act of 1964); 49 C.F.R. Part 21; and related statutes and regulations. NET RMA acknowledges it is subject to and will comply with Federal Highway Administration Title VI Assurances.

This plan explains how NET RMA incorporates the requirements of Title VI and related legal authorities into its operations and includes the implementation procedures, strategies, and activities to facilitate and assure nondiscrimination. The plan will be used as a reference for NET RMA and as an informational resource for the public. This plan will be reviewed and updated every three years to reflect changes in Title VI compliance operations and will remain available to the public on the NET RMA's website, <https://www.netrma.org/net-rma-policies/title-vi-program/>.

## II. DISCRIMINATION UNDER TITLE VI

It is the responsibility of every NET RMA employee to prevent, minimize, and eradicate any form of discrimination. There are two types of discrimination prohibited under Title VI and its related statutes: (1) disparate treatment that alleges similarly situated persons are treated differently because of their race, color, or national origin (i.e., intentional discrimination); and (2) disparate impact/effects when a facially neutral policy, procedure, or practice results in different or inferior services or benefits to members of a protected group. The focus of disparate impact is on the consequences of a decision, policy, or practice rather than the intent. Prohibited forms of discrimination may include, but not be limited to, the following:

- The denial of services, financial aid, or other benefits provided under a program;
- Distinctions in the quality, quantity, or manner in which a benefit is provided;
- Segregation or separation of persons in any part of the program;
- Restriction in the enjoyment of advantages, privileges, or other benefits provided to others;
- Differing standards or requirements for participation;
- Methods of administration that directly or indirectly, or through contractual relationships would defeat or impair the accomplishment of effective nondiscrimination; or
- Discrimination in any activities or services related to a highway, infrastructure or facility built or repaired in whole or in part with federal funds.

NET RMA efforts to prevent such discrimination must address, but not be limited to, how a program or activity:

- Impacts the public
- Provides accessibility
- Provides equal access to benefits
- Encourages participation
- Provides services equitably
- Initiates contracting and training opportunities
- Investigates complaints
- Allocates funding
- Prioritizes projects

### III. AUTHORITIES

The authorities applicable to NET RMA Title VI/Nondiscrimination Program include:

- **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)
- **49 CFR Part 21** (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964)
- **23 CFR Part 200** (FHWA's Title VI/Nondiscrimination Regulation)
- **28 CFR Part 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)
- **Texas Administrative Code §9.4**, Civil Rights – Title VI Compliance

#### **IV. TITLE VI/ NONDISCRIMINATION POLICY STATEMENT**

It is the policy of NET RMA that no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of NET RMA as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of NET RMA, including its contractors and anyone who acts on behalf of NET RMA. This policy also applies to the operations of any department or agency to which NET RMA extends federal financial assistance

This nondiscrimination statement signed by Glenn Green, Executive Director and is included in **Attachments A & B**.

The NET RMA's Title VI Policy statement can also be found on the NET RMA's website, <https://www.netrma.org/net-rma-policies/title-vi-program/>.

## V. TITLE VI/TITLE VI NONDISCRIMINATION ASSURANCES

The U.S. DOT requires that federal financial assistance be provided on the condition that the recipient provides an assurance that its programs and activities will be conducted in compliance with Title VI of the Civil Rights Act of 1964. The requirement is located at 49 CFR 21.7(a). To support the implementation of this requirement, the U.S. DOT provided an assurances agreement in U.S. DOT Order 1050.2A that federal fund recipients and subrecipients must sign as a condition of receiving federal financial assistance.

The assurances agreement provides specific non-discrimination language, NET RMA is required to include in bid solicitations or requests for proposal, contracts, and real estate agreements. NET RMA is committed to ensuring the necessary language is used as prescribed in the assurances agreement.

In accordance with this requirement, NET RMA has signed the U.S. DOT Standard Title VI/Non-Discrimination Assurances. The document is attached as **Attachment D**.

The signed NET RMA Title VI Assurances can also be found on the NET RMA's website, <https://www.netrma.org/net-rma-policies/title-vi-program/>.



## **VI. TITLE VI COORDINATOR/ORGANIZATION AND STAFFING**

Executive Director Glenn H. Green, P.E. is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 C.F.R. Part 200 and 49 C.F.R. Part 21. NET RMA has assigned Deanne Simmons, Director of Engineering, to perform the duties of the Title VI Coordinator and ensure implementation of the agency's Title VI program.

The contract information for the Title VI Coordinator is:

Deanne Simmons  
Title VI Coordinator  
1011 Pruitt Place  
Tyler, TX 75703  
Phone: 903.630.9100  
Email: [titlevi@netrma.org](mailto:titlevi@netrma.org)

The Title VI Coordinator's contact information can also be found on the NET RMA's website: <https://www.netrma.org/net-rma-policies/title-vi-program/>

The Title VI Coordinator is responsible for:

- Maintaining and updating the Title VI plan on the agency's behalf;
- Ensuring relevant agency staff receive necessary Title VI training;
- Ensuring prompt processing of Title VI complaints and referral to Texas Department of Transportation;
- Developing procedures for the collection and analysis of statistical data;
- Reviewing program activities and programs related to Title VI and effectuating changes to ensure consistency and program effectiveness; and
- Developing Title VI information for dissemination internally and externally.

## VII. PRIMARY PROGRAM AREA DESCRIPTIONS & REVIEW PROCEDURES

<b>Program Area and General Description</b>	<b>Title VI/Non-Discrimination Concerns and Responsibilities</b>	<b>Review Procedures for Ensuring Non-Discrimination</b>
<p>Right of Way: Issues public right of way permits for construction, transportation, business, and other activities.</p> <p>Coordinates relocation of citizens whose property has been acquired for a right of way.</p> <p><b>See Attachments F, G &amp; H</b></p>	<p>Public right-of-way permits and relocations should not create unfair burdens.</p> <p>Collecting demographic data from property owners who may be subject to right of way activities.</p> <p>Ensuring property owners impacted by right of way activities are made aware of their right to be free from discrimination on the basis of race, color, or national origin under Title IV of the Civil Rights Act of 1964.</p>	<p>Reviewing permits and relocations to ensure nondiscrimination.</p> <p>Ensure demographic data is part of necessary right of way templates or forms.</p> <p>Ensure Title IV notice is consistently provided to property owners impacted by right of way activities.</p>
<p>Contracting: Develops and manages contracts and contracting opportunities, including specifications, bidding process, and contract execution.</p> <p><b>See Attachment E</b></p>	<p>Maintaining an open and fair bidding process for all contracts.</p> <p>Ensure Title VI Assurances appendices are included in contracts as specified within the assurances document.</p>	<p>Maintaining an open and fair bidding process for all contracts.</p> <p>Reviewing any available data on contract recipients to ensure nondiscrimination in contracting.</p> <p>Reviewing bidding procedures to ensure nondiscrimination and equal opportunity.</p>
<p>Planning: Short-term and long-term planning of transportation projects</p>	<p>Ensuring comprehensive public participation to ensure all stakeholders have a chance to voice their opinions. Collecting demographic data from public engagement activities regarding demographics of public participants. Providing language access as needed.</p>	<p>Review planning decisions to ensure nondiscrimination.</p> <p>Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities. Documenting language access requests.</p>
<p>Public Engagement: Coordinates public engagement activities for planning and project development, as well as relationship-building engagement activities.</p>	<p>Comprehensive public participation to ensure all stakeholders have an opportunity to voice their opinions. Collecting demographic data from public engagement activities regarding demographics of public participants. Providing language access as needed. Disseminating Title VI information to the public to ensure they are aware of their rights to be free from discrimination.</p>	<p>Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities. Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities. Documenting language access requests.</p>

Maintenance: Services roadways and right of ways, including, but not limited to, providing: Repair Signage Drainage Snow and ice removal	Maintenance: Services roadways and right of ways, including, but not limited to, providing: Repair Signage Drainage Snow and ice removal	Reviewing resources provided to the community and determining whether any protected class communities have disproportionately benefited or been harmed by the delivery of maintenance services.
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## **VIII. DATA COLLECTION AND ANALYSIS**

The NET RMA gathers and evaluates demographic information to promote nondiscrimination among all individuals who benefit from its programs, services, and activities. The NET RMA uses data collection sources that include the 2020 U.S. Census Report, demographic maps, and community surveys to support analysis within the agency's jurisdiction and develop a community profile.

The NET RMA performs data collection procedures for the collection of statistical data (race, color, national origin) on a periodic basis. These procedures include:

- Collecting demographic data from property owners who may be subject to right of way activities by including inputs for demographic data on the field title report form.
- Identifying contractors who are a: Disadvantaged Business Enterprise (DBE) Historically Underutilized Business (HUB) Small Business Enterprise (SBE)
- Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community.
- Providing demographic questionnaires to public engagement participants and including demographic questions in public surveys.
- Reviewing maintenance activities by geography and demographic makeup of communities receiving the maintenance services

This analysis helps assess how transportation investments impact the community, with particular attention to minority and low-income populations. The ongoing collection, analysis, and maintenance of this statistical data are essential components of the Title VI/Nondiscrimination compliance program, providing a quantitative basis for evaluating the distribution and effects of program funding.

## **IX. NOTICE TO THE PUBLIC**

The following notice is posted on the NET RMA website at [www.netrma.org](http://www.netrma.org), and posted in the public areas of the administrative offices of the NET RMA; including reception areas and meeting rooms.

### **Notifying the Public of Rights Under Title VI**

#### **THE NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY**

The NET RMA operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the NET RMA.

For more information on the NET RMA's civil rights program, and the procedures to file a complaint, contact (903) 630-7894; [titlevi@netrma.org](mailto:titlevi@netrma.org); or visit our administrative office at 1011 Pruitt Place, Tyler, Texas 75703. For more information, visit [www.netrma.org](http://www.netrma.org).

A complainant may file a complaint directly with the U.S. Department of Transportation by filing a complaint with the Office of Civil Rights, HCR-20, Room E81-320, 1200 New Jersey Avenue, SE Washington, DC 20590.

If information is needed in Spanish, contact (903) 630-7894.

### **Notificación al Público de los Derechos Garantizados por Título VI – Español**

La NET RMA opera sus programas y servicios, sin distinción de raza, color y origen nacional, según el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree o que ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con la NET RMA.

Para obtener más información sobre el programa de derechos civiles de la NET RMA para obtener más información sobre los procedimientos para presentar una queja, llame al (903) 630-7894. Email: [titlevi@netrma.org](mailto:titlevi@netrma.org), o visite nuestras oficinas administrativas en 1011 Pruitt Place, Tyler, Texas 75703. Para obtener más información, visite [www.netrma.org](http://www.netrma.org).

Un demandante puede presentar una queja directamente Departamento de Transporte de los Estados Unidos, Oficina de Derechos Civiles, HCR-20, Room E81-320, 1200 New Jersey Avenue, SE Washington, DC 20590.

Si se necesita Español información en otro idioma de contacto (903) 630-7894.

## **X. TITLE VI COMPLAINT HANDLING**

No person or groups of persons shall, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discriminations under any and all programs, or activities administered by NET RMA, and its contractors on the grounds of race, color, or national origin.

The scope of Title VI covers all internal and external activities of the NET RMA.

The following types of actions are prohibited under Title VI protections:

- Excluding individuals or groups from participation in programs or activities
- Denying program services or benefits to individuals or groups
- Providing a different service or benefit or providing them in a manner different from what is provided to others
- Denying an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program
- Retaliation for making a complaint or otherwise participating in any manner in an investigation or proceeding related to Title VI of the Civil Rights Act of 1964.

The complaint form is available in Spanish as **Attachment L** of this document.

## **XI. COMPLAINT PROCEDURES**

See the following appendices:

- **Attachment J - NET RMA Title VI Complaint Process/Procedures**
- **Attachment K - NET RMA Discrimination Complaint Form (English)**
- **Attachment L - NET RMA Discrimination Complaint Form (Spanish)**

The complaint forms and procedures can also be found on the NET RMA's website: <https://www.netrma.org/net-rma-policies/title-vi-program/>.

## **XII. TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS**

	<b>Date (Month, Day, Year)</b>	<b>Summary (include basis of complaint; race, color, or national origin)</b>	<b>Status</b>	<b>Action(s) Taken</b>
<b>Investigations</b>				
<b>1. none</b>				
<b>Lawsuits</b>				
<b>1. none</b>				
<b>Complaints</b>				
<b>1. none</b>				

### **XIII. PUBLIC PARTICIPATION PROCESS**

It is the goal of NET RMA to provide continuous, effective and transparent access to all stakeholders. NET RMA strives to inform all stakeholders about proposed plans and projects and seeks input when appropriate. NET RMA utilizes the following methods to communicate information regarding upcoming activities and opportunities for public and stakeholder participation in the planning process:

- Newsletter/Mailings
- Email Blasts
- Online Engagement Platforms
- Media Releases
- Notices published in the Texas Register
- Visualization presentation/techniques
- Local & Regional Community Public Meetings
- NET RMA's Website
- Facebook and X (f/k/a Twitter)

Traditionally underserved communities can find it more difficult to engage with decision making entities due to scheduling conflicts, lack of transportation to public involvement events, language barriers, lack of childcare, etc. Genuine public involvement takes place at all levels and so NET RMA aims to identify communities that may be affected by a project in order to plan appropriately and effectively for the potentially impacted groups. Sources of data used were listed above in the Data Gathering section. NET RMA specifically uses the following sources to identify minority and populations with limited English proficiency.

- US Census

NET RMA will use the following techniques to ensure that all members of the community have the opportunity to participate in the decision-making process:

- Holding meetings at different times or on the weekend
- Holding meetings at central locations
- Providing virtual options
- Translating documents into languages other than English
- Ensuring that public involvement events are held in welcoming, ADA-compliant facilities that are familiar to the public and easy to access



## Public Involvement Objectives

The public involvement objectives described below have been developed to initiate early engagement with the public, stakeholders, and agencies; establish effective communication protocols; encourage meaningful participation and collaboration; and elicit feedback.

Key elements of effective public involvement include:

- Initiating early engagement of members of the public, stakeholders, and agencies by reaching out at the beginning of the environmental process;
- Building on existing relationships and lines of communication to ensure continuity and communication of a consistent message;
- Facilitating a collaborative environment to encourage feedback and participation;
- Directly addressing project concerns of the public, stakeholders, and agencies including displacements and relocations; changes in access and mobility; impacts to emergency service response times; bicycle and pedestrian accommodations; changes in mobility associated with the Americans with Disabilities Act (ADA) of 1990; construction timeframe, cost, and letting; construction-phase impacts; and other issues;
- Providing adequate notice of public involvement opportunities using multiple methods of communication that are tailored to those anticipated to be affected by the proposed project or with a demonstrated interest in the proposed project;
- Ensuring that public involvement events are held in welcoming, ADA-compliant facilities that are familiar to the public and easy to access;
- Going beyond the standard method of notification of adjacent property owners to include important community facilities and organizations that serve persons with limited English proficiency (LEP) and other special accommodation needs; and
- Defining a detailed public involvement approach while maintaining flexibility throughout the process to allow for adjustments to better suit the public, more effectively communicate information, and gather input.

Additionally, the NET RMA develops a Public Involvement Plan (“PIP”) for each one of their projects that requires public engagement. The purpose of a PIP is to describe the public involvement approach the will take to proactively engage with the public, implement strategies designed to manage expectations, address public concerns, and promote the long-term benefits of the project. Outreach materials are prepared in English and Spanish, when appropriate. As an example, the Toll 49 Segment 6 from SH 110 to US 271 team developed a PIP, which is provided as **Attachment O** to this document.

The example PIP can also be found on the NET RMA’s website: <https://www.netrma.org/net-rma-policies/title-vi-program/>.

## **XIV. ACCOMMODATIONS FOR LIMITED ENGLISH PROFICIENT (LEP) PERSONS**

This Limited English Proficiency Plan is in place which addresses the responsibilities of the NET RMA as a subrecipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

### **A. LEP Plan**

It shall be the policy and practice of the NET RMA to fulfill an equal opportunity and equal access to all LEP persons. In reviewing the delivery systems, efforts shall be made to determine if any program system limits participation or denies participation to a significant proportion of the population it serves relative to language barrier.

The NET RMA has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to LEP persons who wish to access services provided. LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the NET RMA used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the NET RMA.
2. The frequency with which LEP persons come in contact with NET RMA services.
3. The nature and importance of services provided by the NET RMA to the LEP population.
4. The interpretation services available to the NET RMA and overall cost to provide LEP assistance.

A summary of the results of the four-factor analysis is in the following section.

### **B. Meaningful Access: Four Factor Analysis**

1. *The number or proportion of LEP persons in the service area who may be served or are likely to require NET RMA services.*

The NET RMA staff reviewed the 2020 U.S. Census Report and determined that 148,066 persons in the NET RMA service area [15.2% of the population] speak a language other than English. Of those 148,066 persons, 52,946 have limited English proficiency; that is, they speak English “less than very well”. This is only 5.5% of the overall population in the

service area. In the NET RMA service area, of those LEP persons, 47,324 speak Spanish, 1,425 speak Indo-European, 2,796 speak Asian or other Pacific Islander Languages, and 472 speak Arabic. No individual Indo-European, Asian or other Pacific Islander language exceeds 1,000 persons or 5%, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered. The number of persons speaking Spanish “less than very well” exceeds 1,000 persons or 5%.

2. *The frequency with which LEP persons come in contact with NET RMA services.*

NET RMA staff reviewed the frequency with which the Board of Directors, staff and NET RMA consultants could have contact with LEP persons. This includes documenting phone inquiries or office visits. The NET RMA receives on average four requests for translation services per fiscal quarter.

3. *The nature and importance of services provided by the NET RMA to the LEP population.*

The predominant language other than English found within the NET RMA service area is Spanish.

4. *The resources available to NET RMA, and overall costs to provide LEP assistance.*

The NET RMA reviewed its available resources that could be used for providing LEP assistance. Current documents have been reviewed to determine whether any require translation and if new documents are printed, it will be determined which future publications should be translated into the languages represented in the service area. Reception staff is provided with the I-Speak card to identify bilingual employees.

C. Vital Documents

The NET RMA has determined that the following documents are considered vital documents shall be translated into Spanish:

- Title VI Notice to the Public
- NET RMA External Discrimination Complaint Form

D. Language Assistance

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a LEP person and may be entitled to language assistance with respect to NET RMA services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the NET RMA staff may identify an LEP person who needs language assistance.

- All NET RMA staff will be provided with “I-Speak” card to assist in identifying the language interpretation needed if the occasion arises.

- The NET RMA will post signs at conspicuous and accessible locations notifying LEP persons of the LEP Plan and how to access language services.
- When the NET RMA holds a meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

#### E. Language Assistance Measures

The NET RMA will strive to meet the following objectives:

1. NET RMA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
2. NET RMA staff will ensure that resources will be available to accommodate LEP persons including Spanish language interpretation that can be accessed through a telephone interpretation service.

#### F. Staff Training

The following training information will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Staff is trained to enlist volunteer interpreters if needed, but to avoid engaging the client's friends, family members or underage interpreters for interpretive services.
- Use of the "I-Speak" cards. **See Attachment M.**
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

#### G. Translation of Documents

When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population. Interpreters will be provided upon request or upon known need.

#### H. Monitoring and Updating the LEP Plan

The NET RMA will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when new U.S. Census data is available, or when it is clear that higher concentrations of LEP individuals are present in the NET RMA service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.

- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether NET RMA financial resources are sufficient to fund language assistance resources needed.
- Determine whether the NET RMA fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.
- Maintain a Title VI complaint log, including LEP to determine issues and basis of complaints.

I. Dissemination of the NET RMA LEP Plan

The NET RMA will post signs at conspicuous and accessible locations notifying LEP persons of the LEP Plan and how to access language services.

# North East Texas Regional Mobility Authority

## Language Characteristics of Area Served

Language	Bowie	Camp C	Camp C	Cherokee	Gregg C	Harrison	Kaufma	Panola	Rusk C	Smith C	Titus C	Upshur	Van Zan	Wood C	Total
<b>Total:</b>	87,215	11,650	28,552	47,585	113,830	61,956	101,534	22,352	50,033	202,358	29,898	37,536	49,832	40,677	885,008
<b>Speak only English</b>	81,701	9,206	27,678	38,263	95,194	55,875	84,736	20,715	43,388	167,237	18,620	35,257	45,585	37,562	761,017
<b>Spanish or Spanish Creole:</b>	4,044	2,387	776	8,938	16,500	5,498	14,900	1,456	6,232	30,522	10,992	1,957	3,722	2,719	110,643
Speak English less than "very well"	1,691	1,056	310	4,003	6,860	2,964	6,195	590	2,651	13,127	5,420	738	1,678	1,165	48,448
<b>French (incl. Patois, Cajun):</b>	74	0	9	56	170	50	86	37	8	347	0	14	44	10	905
Speak English less than "very well"	0	0	0	0	34	0	23	0	1	17	0	0	0	3	78
<b>French Creole:</b>	31	0	0	3	0	26	2	4	0	17	0	0	0	0	83
Speak English less than "very well"	0	0	0	3	0	13	0	0	0	0	0	0	0	0	16
<b>Italian:</b>	0	0	0	0	13	29	6	0	32	148	0	23	16	0	267
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	7	0	7
<b>Portuguese or Portuguese Creole:</b>	19	0	20	8	75	0	152	0	0	115	0	0	0	0	389
Speak English less than "very well"	0	0	0	3	15	0	13	0	0	14	0	0	0	0	45
<b>German:</b>	120	0	0	39	84	43	427	6	56	465	26	46	43	49	1,404
Speak English less than "very well"	29	0	0	8	14	0	43	0	0	16	4	0	0	6	120
<b>Yiddish:</b>	0	0	0	0	0	0	0	18	0	0	0	0	0	0	18
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Other West Germanic languages:</b>	0	0	0	0	9	0	9	0	0	32	0	0	8	7	65
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	27	0	0	0	0	27
<b>Scandinavian languages:</b>	0	0	0	0	0	23	48	0	25	48	0	0	0	0	144
Speak English less than "very well"	0	0	0	0	0	0	18	0	0	0	0	0	0	0	18
<b>Greek:</b>	0	0	0	0	0	0	0	0	0	21	0	0	3	0	24
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Russian:</b>	76	0	2	9	23	36	30	0	0	126	15	64	0	0	381
Speak English less than "very well"	0	0	0	0	0	28	0	0	0	11	0	0	0	0	39
<b>Polish:</b>	0	0	0	0	0	33	35	0	0	14	8	0	0	0	90
Speak English less than "very well"	0	0	0	0	0	11	0	0	0	0	0	0	0	0	11
<b>Serbo-Croatian:</b>	22	0	0	0	24	0	0	0	0	33	0	0	0	31	110
Speak English less than "very well"	0	0	0	0	12	0	0	0	0	0	0	0	0	0	12
<b>Other Slavic languages:</b>	4	16	0	0	30	0	69	5	16	0	0	0	0	11	151
Speak English less than "very well"	0	0	0	0	30	0	7	0	5	0	0	0	0	0	42
<b>Armenian:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Persian:</b>	0	0	0	0	20	36	0	0	0	64	0	23	20	0	163
Speak English less than "very well"	0	0	0	0	20	15	0	0	0	0	0	23	20	0	78
<b>Gujarati:</b>	4	0	0	0	153	0	0	0	9	155	10	0	104	0	435
Speak English less than "very well"	0	0	0	0	75	0	0	0	0	30	0	0	104	0	209
<b>Hindi:</b>	41	0	16	0	22	26	17	0	0	78	7	16	62	0	285
Speak English less than "very well"	0	0	0	0	0	26	17	0	0	0	0	0	0	0	43
<b>Urdu:</b>	0	0	0	0	0	0	0	0	0	77	12	0	0	0	89
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	8	12	0	0	0	20
<b>Other Indic languages:</b>	5	0	0	8	92	105	66	0	91	115	67	0	30	13	592
Speak English less than "very well"	0	0	0	8	64	20	32	0	0	0	50	0	30	5	209
<b>Other Indo-European languages:</b>	140	0	0	0	25	0	0	0	0	43	0	0	3	29	240
Speak English less than "very well"	51	0	0	0	13	0	0	0	0	14	0	0	0	0	78
<b>Chinese:</b>	362	21	8	23	247	55	34	4	14	197	10	0	0	17	992
Speak English less than "very well"	320	8	8	0	58	0	20	4	14	120	10	0	0	8	570
<b>Japanese:</b>	33	0	4	30	21	0	37	0	54	7	0	0	16	14	216
Speak English less than "very well"	33	0	0	0	0	0	0	0	0	0	0	0	0	14	47
<b>Korean:</b>	34	0	3	22	106	7	21	0	0	72	62	0	42	24	393
Speak English less than "very well"	17	0	3	22	56	0	11	0	0	9	34	0	24	5	181
<b>Mon-Khmer, Cambodian:</b>	0	0	0	9	180	0	0	0	9	137	0	49	0	0	384
Speak English less than "very well"	0	0	0	4	42	0	0	0	0	42	0	0	0	0	88
<b>Hmong:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Thai:</b>	17	0	0	5	0	0	134	6	0	63	0	0	0	0	225
Speak English less than "very well"	0	0	0	0	0	0	89	0	0	40	0	0	0	0	129
<b>Laotian:</b>	0	0	0	6	0	0	205	6	1	28	8	0	0	0	254
Speak English less than "very well"	0	0	0	0	0	0	80	0	0	28	5	0	0	0	113
<b>Vietnamese:</b>	162	10	7	71	231	23	204	95	25	323	21	30	0	157	1,359
Speak English less than "very well"	56	0	7	34	160	12	77	0	25	146	15	15	0	88	635
<b>Other Asian languages:</b>	18	0	0	34	149	13	0	0	20	566	6	0	0	0	806
Speak English less than "very well"	0	0	0	34	0	0	0	0	0	194	0	0	0	0	228
<b>Tagalog:</b>	130	0	5	15	259	50	92	0	29	663	31	32	0	19	1,325
Speak English less than "very well"	29	0	5	0	55	15	31	0	17	346	11	0	0	0	509
<b>Other Pacific Island languages:</b>	19	0	12	0	74	0	17	0	0	221	0	14	46	0	403
Speak English less than "very well"	1	0	12	0	0	0	0	0	0	106	0	0	46	0	165
<b>Navajo:</b>	0	0	0	0	0	0	0	0	0	0	0	11	0	0	11
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Other Native North American languages:</b>	6	10	0	0	0	0	0	0	0	16	0	0	40	7	79
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Hungarian:</b>	0	0	0	0	0	0	23	0	0	0	0	0	0	8	31
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Arabic:</b>	2	0	0	28	55	0	7	0	0	102	0	0	44	0	238
Speak English less than "very well"	0	0	0	11	19	0	0	0	0	0	0	0	0	0	30
<b>Hebrew:</b>	0	0	12	0	0	0	0	0	4	0	0	0	0	0	16
Speak English less than "very well"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>African languages:</b>	145	0	0	18	74	14	176	0	4	306	0	0	4	0	741
Speak English less than "very well"	33	0	0	18	0	14	41	0	0	200	0	0	0	0	306
<b>Other and unspecified languages:</b>	6	0	0	0	0	14	1	0	16	0	3	0	0	0	40
Speak English less than "very well"	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1

## **XV. SOLICITATION FOR BID/REQUEST FOR PROPOSAL**

Solicitations for Bid/Request for Proposals which include the use of federal funds shall include the following nondiscrimination paragraph from the U.S. DOT standard Title VI Assurances:

*“The NET RMA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

## **XVI. TITLE VI CONTRACT PROVISIONS**

The NET RMA incorporates a copy of Form FHWA-1273, titled “Required Contract Provisions Federal-Aid Construction Contracts”, which ensures nondiscrimination in the selection of employees and subcontractors, in every contract or agreement subject to the act and the regulations. A copy of the form is included as **Attachment N**.

### **a. Title VI Special Provision**

TxDOT Special Provision 000-002, Nondiscrimination, provides for the inclusion of Appendix A and Appendix E from the U.S. DOT Standard Title VI Assurances into every federally funded contract as mandated by Title VI of the Civil Rights Act of 1964. A copy of the Special Provision is included as **Attachments E & I**.



## **XVII. TRAINING**

NET RMA will ensure that its staff understand Title VI of the Civil Rights Act of 1964 and how it may apply to their work. The following materials are available and will be reviewed by staff on a periodic basis to ensure compliance:

- The NET RMA's Title VI Nondiscrimination Plan Document

NET RMA will maintain records indicating that staff have received sufficient training on a periodic basis.

## **FY 2025 Title VI/Nondiscrimination Plan Attachments**

Attachment A – Signed non-discrimination agreement (English)

Attachment B – Signed non-discrimination agreement (Spanish)

Attachment C – NET RMA Organization Chart

Attachment D – Title VI Assurances

Attachment E – Title VI Contractor Provisions (Appendix A to Title VI Assurances)

Attachment F – Clauses for Deeds Transferring United States Property (Appendix B to Title VI Assurances)

Attachment G – Clauses for Transfer or Real Property Acquired or Improved Under the Activity, Facility or Program (Appendix C to Title VI Assurances)

Attachment H – Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (Appendix D to Title VI Assurances)

Attachment I – Additional Clauses (Appendix E to Title VI Assurances)

Attachment J – Title VI Complaint Procedures

Attachment K – Title VI Complaint Form (English)

Attachment L – Title VI Complaint Form (Spanish)

Attachment M – “I Speak” Language Identification Card

Attachment N – FHWA Form-1273

Attachment O – Sample Public Involvement Plan

**Attachment A**

**NET RMA signed non-discrimination agreement (English).**

The North East Texas Regional Mobility Authority, as a subrecipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any North Easy Texas Regional Mobility Authority programs or activities.



9/09/2025

Signature of Authorized Official

Date

## **Attachment B**

### **NET RMA signed non-discrimination agreement (Spanish).**

La entidad "North East Texas Regional Mobility Authority," como un subreceptor de Asistencia Financiera Federal y segun el Acta de Derechos Civiles Titulo VI del 1964 Y estatutos relacionados, asegura que ninguna persona sera excluida a causa de raza, religion, color, origen nacional, sexo, edad o incapacidad de participacion en, o neg ados los beneficios de, o de otra manera sea sujeto a discriminacion en cualquiera de los programas o actividades de nuestra entidad.



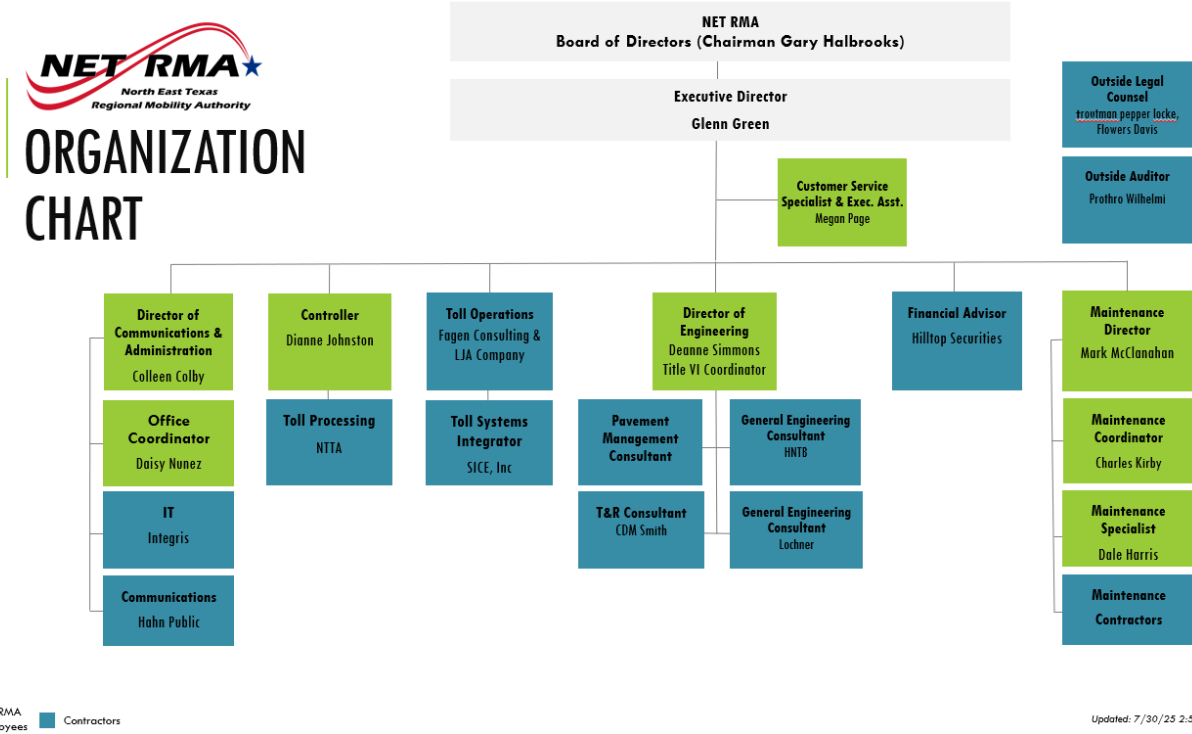
Signature of Authorized Official

9/09/2025

Date

# Attachment C

## NET RMA Organization Chart



## **Attachment D**

### **U.S. DOT Standard Title VI/Non-Discrimination Assurances**

The North East Texas Regional Mobility Authority (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### **Statutory/Regulatory 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);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from U.S. DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted U.S. DOT programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) or 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all DOT programs \_\_\_\_\_ and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and Appendix E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods.
  - a. the period during which the property is used for a purpose for which the Federal financial



assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this assurance, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the U.S. DOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the U.S. DOT. You must keep records, reports, and submit the material for review upon request to U.S. DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. DOT under all

Department of Transportation Programs. This assurance is binding on Texas, other recipients, subrecipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is/are authorized to sign this assurance on behalf of the Recipient.

Executive Director, NET RMA

Title of Recipient

*Glen D. Green*

Signature of Authorized Official

09/09/2025

Date

## **Attachment E**

### **NET RMA Title VI Contractor Provisions**

#### **Appendix A**

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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, the 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, 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 nondiscrimination 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 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 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 Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or 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.
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 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.

## **Attachment F**

### **NET RMA Title VI Clauses for Deeds Transferring United States Property**

#### **Appendix B**

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#### **Clauses for Deeds Transferring United States Property**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North East Texas Regional Mobility Authority will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all DOT programs, and the policies and procedures prescribed by FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto North East Texas Regional Mobility Authority the all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto North East Texas Regional Mobility Authority and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another

purpose involving the provision of similar services or benefits and will be binding on the  
North East Texas Regional Mobility Authority \_\_\_\_\_, its successors and assigns.

The North East Texas Regional Mobility Authority \_\_\_\_\_, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]\* (2) that the North East Texas Regional Mobility Authority \_\_\_\_\_ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

## Attachment G

### **NET RMA Title VI Clauses for Real Property Acquired or Improved Under the Activity, Facility, or Program**

#### **Appendix C**

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#### **Clauses for Transfer or Real Property Acquired or Improved Under the Activity, Facility, or Program**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, North East Texas Regional Mobility Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, North East Texas Regional Mobility Authority will have the right to enter or re-enter the lands and

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

facilities thereon, and the above-described lands and facilities will there upon revert to  
and vest in and become the absolute property of the North East Texas Regional Mobility Authority  
and its assigns. \*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make  
clear the purpose of Title VI.



## Attachment H

### **NET RMA Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

#### **Appendix D**

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#### **Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility, or Program**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that ( 1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, North East Texas Regional Mobility Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
- C. With respect to deeds, in the event of breach of any of the above non-discrimination covenants, North East Texas Regional Mobility Authority will there upon revert to and vest in and become the absolute property of North East Texas Regional Mobility Authority and its assigns. \*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

# **Attachment I**

## **Appendix E**

(Rev. 07/25)  
Page 8 of 9

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 § 4 71, Section 4 7123), 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);
- 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).

## **Attachment J**

### **North East Texas Regional Mobility Authority Title VI Complaint Process/Procedures**

#### **Introduction**

These procedures apply to complaints filed under Title VI of the Civil Rights Act of 1964, relating to any program and/or activity administered by the NET RMA, its consultants and/or contractors. Intimidation or retaliation of any kind is prohibited by law.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensatory remuneration for the complainant.

Every effort will be made to obtain early resolution of complaints at the lowest possible level. The option of informal mediation meeting(s) between the affected parties and the investigator may be utilized for resolution at any stage of the process. The NET RMA will make every effort to pursue a resolution of the complaint. Initial interviews with the complainant and the respondent will include requests for information regarding specific relief and settlement options.

#### **Filing**

Any person who believes they, or any specific class of persons, to be subjected to prohibited discrimination based on race, color or national origin may file a written complaint individually or through a representative. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the discrimination is ongoing, or the time for filing is extended by the FHWA. Complaints related to the Federal-aid highway program may be filed with TxDOT, FHWA Division Office, the FHWA Headquarters Office of Civil Rights (HCR), the USDOT Departmental Office of Civil Rights, or the USDOJ.

A complaint form can be found within this NET RMA Title VI program document (*See Attachments J & K*) or may be picked in person at the NET RMA office. Si se necesita informacion en otro idioma de contacto (903) 630-7894. The complaint must meet the following requirements:

- Complaints must be in writing and signed by the complainant(s) on forms developed and made available by the NET RMA or made verbally in person, over the phone, or by email;
- Complaints must include information relative to the date(s) of the alleged act(s) of discrimination; and
- Complaint must present a detailed description of the alleged discrimination, including names, job titles and addresses of those individuals perceived as parties in the action complained against.

#### **Where to File**

Complaints alleging violations of Title VI by NET RMA may be filed in writing directly with

the following local, state and federal agencies.

Title VI complaints may be submitted in person or via mail to:

North East Texas Regional Mobility Authority  
Attn: Deanne Simmons, Title VI Coordinator  
1011 Pruitt Place  
Tyler, TX 75703

Complaints may also be mailed directly to:

- a. Texas Department of Transportation, Attn: Title VI Program Administrator, 125 E. 11th Street, Austin, TX 78701-2483;
- b. Federal Highway Administration, Office of Civil Rights, HCR-20, Room E81-320, 1200 New Jersey Ave, S.E., Washington, D.C. 20590;
- c. Federal Highway Administration – Texas Division, Attn: Civil Rights Specialist, 300 E. 8<sup>th</sup> St., Austin, TX 78701

### **Receipt and Acceptance**

Upon receipt of the complaint, the Title VI Coordinator will determine its jurisdiction and need for additional information. The complaint will be reviewed with NET RMA attorneys for a determination of acceptability. The Title VI Coordinator will notify the complainant, in writing, within ten (10) working days of receipt of the complaint. In order to be accepted, a complaint must meet the following criteria:

- The complaint must be filed with 180 calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant;
- The allegation(s) must involve a covered basis such as race, color, or national origin; and
- The allegation(s) must involve a program or activity that receives Federal financial assistance.

### **Dismissal**

A complaint may be dismissed by the Title VI Coordinator for the following reasons:

- The complainant requests withdrawal of the complaint;
- The complainant fails to respond to repeated requests for additional information needed to process the complaint; or
- The complainant cannot be located after reasonable attempts.

### **Investigation by the Texas Department of Transportation (TxDOT)**

The NET RMA will forward external discrimination complaints against the NET RMA to TxDOT within ten (10) calendar days of receipt of any complaint for investigation.

**Information to be Maintained**

The Title VI Coordinator shall collect and maintain a log of all filed complaints within the official records of the NET RMA, which shall include the following information, at a minimum:

- Identification of each complainant by race, color, or national origin;
- The recipient;
- The nature of the complaint;
- The dates the complaint was filed and the investigation completed;
- The disposition and date of disposition; and
- Other pertinent information in accordance with all Federal guidelines.

**Appeals**

Once a Title VI Complaint process has been completed, should the complainant disagree with the result, the complainant may seek any such other remedies available, including but not limited to the filing of an action in the appropriate U.S. District Court.

## Attachment K

### NET RMA Discrimination Complaint Form (English)

# North East Texas Regional Mobility Authority External Discrimination Complaint Form

Mail the completed and signed form to:  
North East Texas Regional Mobility Authority  
1011 Pruitt Place  
Tyler, TX 75703

<b>Last Name:</b>	<b>First Name:</b>
<b>Mailing Address – Including City, State, and Zip code:</b>	
<b>Telephone:</b>	<b>Email:</b>
<b>Preferred Method Of Contact</b> <input type="checkbox"/> <b>Telephone</b> <input type="checkbox"/> <b>Email</b> <input type="checkbox"/> <b>Other (Please Specify)</b>	
<div><input type="checkbox"/> <b>Race</b> _____ <input type="checkbox"/> <b>Color</b> _____ <input type="checkbox"/> <b>Age</b> _____ <input type="checkbox"/> <b>Gender</b> _____ <input type="checkbox"/> <b>National Origin</b> _____ <input type="checkbox"/> <b>Disability</b> _____</div> <div>Please indicate the basis of your complaint by checking one or more of the options listed</div>	
<b>Date and place of alleged discriminatory action(s). Please indicate the earliest date of discrimination and the most recent date of discrimination.</b>	
<b>How were you discriminated against? Please explain your complaint as clearly as possible. Include how other persons were treated differently. Use additional sheet(s), if necessary. Attach supporting documents if available.</b>	
<b>The law prohibits intimidation or retaliation against anyone because they have either taken action, or participated in action, to secure rights protected by the laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Describe the action you took which you believe was the cause for the alleged retaliation.</b>	

**Names of persons (witnesses, fellow employees, supervisors or others) whom we may contact for additional information to support or clarify your complaint (attach additional pages, if necessary):**

	<u><i>Name</i></u>	<u><i>Address</i></u>	<u><i>Telephone</i></u>
--	--------------------	-----------------------	-------------------------

1)

2)

3)

4)

**What action(s) have you or your representative taken to attempt to resolve this complaint? Please include filing dates or other dates as applicable.**

**Action:**

**Date:**

☐

**Filed with the Federal Highway Administration**

\_\_\_\_\_

☐

**Filed with the U.S. Department of Transportation**

\_\_\_\_\_

☐

**Filed with another Federal agency**

\_\_\_\_\_

☐

**Filed in Federal Court**

\_\_\_\_\_

☐

**Other action**

\_\_\_\_\_

**Please provide any additional information you feel would be helpful in investigating this matter.**

**Briefly explain what remedy, or action, you are seeking for the alleged discrimination.**

**We cannot accept an unsigned complaint. Please sign and date the complaint form below.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



## Attachment L

### NET RMA Discrimination Complaint Form (Spanish)

## North East Texas Regional Mobility Authority Formulario de Quejas por Motivo de Discriminación

Envíe el formulario completo a:  
North East Texas Regional Mobility Authority  
909 ESE Loop 323, Ste 520  
Tyler, TX 75701

<b>Apellido:</b>	<b>Nombre:</b>
<b>Dirección domiciliar (ciudad, estado, código postal):</b>	
<b>Número de teléfono:</b>	<b>Correo Electrónico:</b>
<b>Método preferido de contacto:</b> <input type="checkbox"/> Teléfono <input type="checkbox"/> Correo Electrónico <input type="checkbox"/> Otro (especifique por favor)	
<div><input type="checkbox"/> <b>Raza</b> _____ <input type="checkbox"/> <b>Color</b> _____ <input type="checkbox"/> <b>Edad</b> _____ <input type="checkbox"/> <b>Sexo</b> _____ <input type="checkbox"/> <b>Origen Nacional</b> _____ <input type="checkbox"/> <b>Impedimento</b> _____</div> <div>Por favor indica el motivo por hacer una queja.</div>	
<b>Fecha aproximada del presunto acto de discriminación. Indique por favor la fecha más temprana de la discriminación y la fecha más reciente de la discriminación.</b>	
<b>¿Cómo es que fue discriminado? Sírvase describir, en sus propias palabras, el acto de presunta discriminación. Relate lo que ocurrió y quién fue la persona responsable del acto y cómo trataron a otras personas diferentemente. Utilice las hojas adicionales, en caso de necesidad.</b>	

La ley prohíbe también la venganza contra cualquier persona para oponer la discriminación de la persona que tomo acción o a una persona participando en la investigación de una queja de discriminación. Si usted se siente que lo han amenazado, a parte de la discriminación alegada arriba, por favor explique las circunstancias abajo. Describa la acción que usted tomó.

Por favor escriba el nombre(s) e información de contacto para cualquier persona (testigos, empleados del compañero, supervisores, u otros) que podamos contactar para obtener información adicional y clarificar o justificar su alegación(es). Utilice las hojas adicionales, en caso de necesidad.

	<u>nombre</u>	<u>dirección domiciliar</u>	<u>número de teléfono</u>
1)			
2)			
3)			
4)			

¿Qué acciones ha tomado usted o su representante para resolver esta queja? Incluya por favor las fechas de su representación u otras fechas que sean aplicables.

Action:	Date:
<input type="checkbox"/> Administración Federal de Carreteras de los EE.UU	_____
<input type="checkbox"/> Departamento de Transporte de los EE.UU.	_____
<input type="checkbox"/> Otros Agencias Federales de los EE.UU.	_____
<input type="checkbox"/> Tribunal Federal de los EE.UU.	_____
<input type="checkbox"/> Otros	

Favor de proporcionar cualquier información adicional y/o fotografías que sean pertinente a la investigación.

Explique que medidas o acción a tomado en el presunto acto de discriminación.

No podemos aceptar una queja sin firma. Favor de incluir su firma y la fecha a continuación:

**We cannot accept an unsigned complaint. Please sign and date the complaint form below.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## Attachment M

### “I-Speak” Language Identification Card

United States* <b>Census 2020</b>		OMB No. 0607-1006: Approval Expires 11/30/2021
<b>Language Identification Card</b>		
I work for the U.S. Census Bureau. Is someone here now who speaks English and can help us? If not, someone may contact you who speaks _____.		
<b>Español (Spanish 02)</b>		
Trabajo para la Oficina del Censo de los EE. UU. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, alguien que habla español podría comunicarse con usted.		
<b>普通话、广东话 (Chinese simplified)</b>		
我是美国人口普查局的工作人员。请问您这里有没有会说英语的人可以帮助我们? (Mandarin 03): 如果没有, 可能会有会讲普通话的人与您联系。 (Cantonese 04): 如果没有, 可能会有会讲广东话的人与您联系。 如果您閱讀繁體中文, 請參閱第2頁 (普通話或廣東話) (Chinese traditional on pg 2)		
<b>Tiếng Việt (Vietnamese 05)</b>		
Tôi làm việc cho Cục Thống Kê Dân Số Hoa Kỳ. Hiện có ai ở đây biết nói tiếng Anh và có thể giúp quý vị và tôi không? Nếu không, một nhân viên nói tiếng Việt có thể sẽ liên lạc với quý vị.		
<b>한국어 (Korean 06)</b>		
저는 미국 인구조사국에서 일하고 있습니다. 여기 계신 분 중에서, 영어를 하실 수 있어서 저희를 도와주실 수 있는 분이 혹시 계신지요? 없으시면, 한국어를 하시는 분이 연락을 드릴 수도 있습니다.		
<b>Русский (Russian 07)</b>		
Я представляю Бюро переписи населения США. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то тогда возможно, с Вами свяжется наш сотрудник, говорящий по-русски.		
<b>العربية (Arabic 08)</b>		
أنا أعمل لمكتب الإحصاء الأمريكي. هل يوجد شخص هنا يتكلم الإنجليزية و يمكنه ان يساعدنا الآن؟ إذا لا, فقد يتصل بكم شخص يتكلم اللغة العربية.		
<b>Tagalog (Tagalog 09)</b>		
Nagtatrabaho ako para sa Kawanihan ng Senso ng U.S. Mayroon ba rito ngayong nagsasalita ng Ingles at maaaring tumulong sa amin? Kung wala, maaaring may kumontak sa inyo na nagsasalita ng Tagalog.		
<b>Polski (Polish 10)</b>		
Jestem pracownikiem Urzędu Spisu Ludności USA. Czy w tej chwili jest tu ktoś, kto mówi po angielsku i może nam pomóc? Jeżeli nie, może skontaktować się z Państwem ktoś, kto mówi po polsku.		
<b>Français (French 11)</b>		
Je travaille pour le Bureau de recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et qui pourrait nous aider? Sinon, quelqu'un qui parle français pourrait vous contacter.		
<b>Kreyòl Ayisyen (Haitian Creole 12)</b>		
Mwen travay pou Biwo Resansman Etazini. Èske gen yon moun la ki pale anglè ki ka ede nou? Si pa genyen, yon moun isit la ki pale kreyòl ka rele ou.		
<b>Português (Portuguese 13)</b>		
Trabalho para a Agência do Censo dos EUA. Há alguém aqui, agora, que fale inglês e que possa nos ajudar? Caso não haja, uma pessoa que fala português poderá entrar em contato com você.		
<b>日本語 (Japanese 14)</b>		
私はアメリカ合衆国国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか? もしいない場合は、日本語を話す係員があなたに連絡をすることがあります。		

D-ID (09-19-19)

Shqip (Albanian 15)
Unë punoj për Byronë Amerikane të Censurit. A ka njeri këtu tani që flet anglisht dhe mund të na ndihmojë? Nëse jo, dikush që flet shqip mund t'ju kontaktojë.
አማርኛ (Amharic 17)
እኔ የአሜሪካ ህዝብ ቆጠራ ቢሮ ሰራተኛ ነኝ። እንግሊዝኛ የሚናገርና ሊረዳን የሚችል ሰው አለ? ከሌለ አማርኛ የሚችል ሰው ሊያነጋግርዎ ይችላል።
Հայերեն (Armenian 18)
Ես աշխատում եմ ԱՄՆ Մարդահամարի բյուրոյի համար: Ներկա է այստեղ այժմ օրեն մեկը, ով խոսում է անգլերեն և կարող է օգնել մեզ: Եթե ոչ, ապա հայերեն խոսող օրեն մեկը կարող է կապվել Ձեզ հետ:
বাংলা (Bengali 19)
আমি ইউ.এস. জনগণনা ব্যুরোতে কাজ করি। এখানে এখন কি এমন কেউ আছেন যিনি ইংরেজি বলতে পারেন এবং আমাদের সাহায্য করতে পারবেন? না থাকলে বাংলা বলতে পারেন এমন কেউ আপনার সাথে যোগাযোগ করতে পারেন।
Босански/ Bosanski (Bosnian 20)
Ja radim za Američki biro za popis stanovništva. Ima li ovdje nekoga ko govori engleski i može nam pomoći? Ako nema, s Vama bi mogao kontaktirati neko ko govori bosanski. Ja radim za Američki biro za popis stanovništva. Ima li ovdje nekoga ko govori engleski i može nam pomoći? Ako nema, s Vama bi mogao kontaktirati neko ko govori bosanski.
Български (Bulgarian 21)
Служител съм на Бюрото за преброяване на населението на САЩ. Има ли тук някой, който говори английски и би могъл да ни помогне? Ако няма, с вас може да се свърже някой от нашите служители, който говори български.
မြန်မာဘာသာ (Burmese 22)
ကျွန်တော်/ကျွန်မက အမေရိကန်ပြည်ထောင်စု သန်းခေါင်စာရင်းဌာနအတွက် အလုပ်လုပ်ပါတယ်။ ဒီမှာ အင်္ဂလိပ်စကားပြောတတ်ပြီး ကျွန်တော်/ကျွန်မတို့ကို ကူညီနိုင်သူ ရှိပါသလား။ မရှိဘူးဆိုရင်တော့ မြန်မာစကားပြောတတ်သူတစ်ဦးက လူကြီးမင်းကို ဆက်သွယ်ပါလိမ့်မယ်။
普通話、廣東話 (Chinese traditional)
我是美國人口普查局的工作人員。請問您這裡有沒有會說英語的人可以幫助我們？ (Mandarin 03): 如果沒有，可能會有會講普通話的人聯絡您。 (Cantonese 04): 如果沒有，可能會有會講廣東話的人聯絡您。
Hrvatski (Croatian 23)
Ja radim za američki Ured za popis stanovništva. Ima li trenutno ovdje nekoga tko govori engleski i tko bi nam mogao pomoći? Ako nema, mogao bi Vas kontaktirati netko tko govori hrvatski.
Čeština (Czech 24)
Pracuji pro Americký úřad pro sčítání lidu. Je zde někdo, kdo hovoří anglicky a může nám pomoci? Pokud ne, je možné, že Vás bude kontaktovat někdo, kdo hovoří česky.



Nederlands (Dutch 25)
Ik werk voor het Censusbureau van de VS. Is er hier iemand die Engels spreekt en ons kan helpen? Zo niet, dan kan iemand contact met u opnemen die Nederlands spreekt.
فارسی (Farsi 26)
من برای اداره سرشماری ایالات متحده کار می‌کنم. آیا ه‌ماکنون اینجا کسی هست که به زبان انگلیسی حرف بزند و بتواند به من و شما کمک کند؟ اگر نیست، در این صورت احتمال دارد یک نفر از اداره سرشماری که به زبان فارسی صحبت می‌کند با شما تماس بگیرد.
Deutsch (German 27)
Ich arbeite für die US-amerikanische Statistikbehörde. Kann ich mit jemandem sprechen, der Englisch spricht und der uns helfen kann? Wenn nicht, kann jemand, der Deutsch spricht, Kontakt mit Ihnen aufnehmen.
Ελληνικά (Greek 28)
Εργάζομαι στο Γραφείο Απογραφής Πληθυσμού των ΗΠΑ. Είναι κανείς εδώ αυτή τη στιγμή που μιλάει Αγγλικά να μας εξυπηρετήσει; Αν όχι, μπορεί κάποιος να επικοινωνήσει μαζί σας στα Ελληνικά.
ગુજરાતી (Gujarati 29)
હું યુ.એસ. જન ગણના બ્યુરો માટે કામ કરું છું. શું હાલમાં અહીં એવી કોઈ વ્યક્તિ છે જે અંગ્રેજી બોલી શકે અને અમને મદદ કરી શકે? જો કોઈ ના હોય તો, ગુજરાતી બોલતી કોઈપણ વ્યક્તિ તમારી સાથે સંપર્ક કરી શકે છે.
עברית (Hebrew 30)
אני עובד עבור לשכת מפקד האוכלוסין של ארה"ב. האם נמצא כאן עכשיו מישהו שמדבר אנגלית ויכול לעזור לנו? במידה ולא, ישנה אפשרות שייצור אתכם קשר מישהו שמדבר עברית.
हिंदी (Hindi 31)
मैं यू.एस. जनगणना ब्यूरो के लिए काम करता हूँ। क्या यहां अभी कोई ऐसा है जो अंग्रेज़ी बोलता हो और हमारी मदद कर सकता हो? अगर नहीं तो, कोई आपसे संपर्क करेगा जो हिंदी में बात करता हो।
Hmoob (Hmong 32)
Kuv ua hauj lwj rau Teb Chaws Asmeskas Koom Haum Suav Pej Xeem. Puas muaj leej twg tam sim no txawj hais lus Askiv thiab yuav pab tau peb? Yog tsis muaj, muaj neeg hais Lus Hmoob yuav hu rau koj.
Magyar (Hungarian 33)
Az Egyesült Államok Népszámlálási Hivatalánál dolgozom. Van a közelben valaki, aki beszél angolul, és segíteni tud most nekünk? Ha nincs, akkor lehet, hogy egy magyarul beszélő munkatársunk fel fogja venni Önnel a kapcsolatot.
Igbo (Igbo 34)
Ana m arurụ ndj Ngalaba Gọọmenti U.S. na-ahụ maka Onyogugụ ndj mmadụ oru. Ẹ nwèrè onye nọ ebe à ugbo, a bụ onye na-asụ Igbo nwere ike inyere anyị aka? Ọ bụrụ nà ẹ nweghi, otù onye nà-asụ Igbo nwèrè ike jkpọturụ gị.
Ilokano (Ilocano 35)
Agtrabtrabahoak para iti U.S. Census Bureau. Adda kadi ditoy ita iti siasinoman a makapagsao iti Ingles ken makatulong kadakami? No awan, adda maysa a mangkontak kadakayo a makapagsao iti Ilokano.

**Bahasa Indonesia (Indonesian 36)**

Saya bekerja untuk Biro Sensus A.S. Apakah di sini ada yang bisa berbahasa Inggris dan dapat membantu kami? Jika tidak, seseorang yang berbahasa Indonesia mungkin menghubungi Anda.

**Italiano (Italian 37)**

Lavoro per conto dell'Ufficio Censimento degli Stati Uniti. C'è qualcuno qui adesso che parli inglese e possa aiutarci? In caso contrario, qualcuno che parla italiano potrebbe contattarla.

**ខ្មែរ (Khmer 38)**

ខ្ញុំធ្វើការឱ្យការិយាល័យជំរឿនរបស់សហរដ្ឋអាមេរិក តើនៅទីនេះ មាននរណាម្នាក់ ចេះនិយាយភាសាអង់គ្លេស ហើយអាចជួយយើងខ្ញុំបានទេ? បើសិនជាគ្មានទេ នោះនឹងមានគេដែលចេះនិយាយភាសាខ្មែរ ទាក់ទងទៅលោកអ្នក។

**ພາສາລາວ (Lao 39)**

ຂ້າພະເຈົ້າເຮັດວຽກຢູ່ສຳນັກງານສຳຫຼວດພົບວ່າເມືອງແຫ່ງສະຫະລັດ. ຕອບນີ້ມີໃຜຢູ່ທີ່ນີ້ທີ່ສາມາດເວົ້າພາສາອັງກິດ ແລະ ລ່ວຍເຫຼືອພວກເຮົາໄດ້ບໍ່? ຖ້າບໍ່ມີ, ຈະມີຄົນທີ່ເວົ້າພາສາລາວໄດ້ຕິດຕໍ່ຫາທ່ານ

**Lietuvių (Lithuanian 40)**

Aš esu iš JAV gyventojų surašymo biuro. Ar čia dabar yra kas nors, kas kalba angliškai ir galėtų man ir jums padėti? Jei ne, su jumis gali susisiekti lietuviškai kalbantis asmuo.

**മലയാളം (Malayalam 41)**

ഞാൻ യു.എസ്. സെൻസസ് ബ്യൂറോയിൽ ജോലി ചെയ്യുന്നു. ഇപ്പോൾ ഇംഗ്ലീഷ് ഭാഷ സംസാരിക്കുന്ന, ഞങ്ങളെ സഹായിക്കാൻ കഴിയുന്ന ഒരാൾ ഇവിടെ ഉണ്ടോ? ഇല്ലെങ്കിൽ, മലയാളം സംസാരിക്കുന്ന ആരെങ്കിലും നിങ്ങളെ ബന്ധപ്പെടേക്കാം

**मराठी (Marathi 42)**

मी यू.एस. जनगणना कार्यालयासाठी काम करतो. इथे आता कुणी अशी व्यक्ती आहे का जी इंग्रजी बोलते व आम्हाला मदत करू शकेल? नसेल तर, कुणी मराठी बोलणारी व्यक्ती आपल्याशी संपर्क करेल.

**Diné (Navajo 43)**

U.S. Wááshindoondi Diné Nidawólta' Bina'anishgi naashnish. La'kóóh hóló k'ad Bilagáana bizaad yee yálti'ígíí dóó nihiká adoolwołígíí? Doodago éí ta' da shíj naanidínóotaa! Dinék'ehjí yálti'ígíí.

**नेपाली (Nepali 44)**

म अमेरिकी जनगणना ब्यूरोमा काम गर्छु । अहिले यहाँ अंग्रेजी बोलन जात्रे र हामीलाई मद्दत गर्नसक्ने कोही मान्छे हुनुहुन्छ? यदि कोही छैन भने, तपाईंसँग नेपाली भाषामा कुरा गर्ने कसैले सम्पर्क गर्न सक्दछ ।

**ਪੰਜਾਬੀ (Punjabi 45)**

ਮੈਂ ਯੂ.ਐਸ. ਜਨਗਣਨਾ ਬਿਊਰੋ ਲਈ ਕੰਮ ਕਰਦਾ ਹਾਂ। ਕੀ ਇਥੇ ਹੁਣ ਕੋਈ ਅੰਗਰੇਜ਼ੀ ਬੋਲਣ ਅਤੇ ਸਾਡੀ ਮਦਦ ਕਰਨ ਵਾਲਾ ਵਿਅਕਤੀ ਹੈ? ਜੇਕਰ ਨਹੀਂ, ਤਾਂ ਤੁਹਾਡੇ ਨਾਲ ਪੰਜਾਬੀ ਬੋਲਣ ਵਾਲਾ ਵਿਅਕਤੀ ਸੰਪਰਕ ਕਰੇਗਾ।

**Română (Romanian 46)**

Lucrez pentru Biroul pentru recensământ al SUA. Aveți pe cineva lângă dumneavoastră care vorbește limba engleză și ne poate ajuta? Dacă nu aveți pe nimeni, este posibil să fiți contactat(ă) de o altă persoană care vorbește limba română.

Српски / Srpski (Serbian 47)

Ja radim za Američki biro za popis stanovništva. Da li ovde ima nekoga ko govori engleski i može da nam pomogne? Ako nema, postoji mogućnost da sa Vama kontaktira osoba koja govori srpski jezik.

Ja radim za Američki biro za popis stanovništva. Da li ovde ima nekoga ko govori engleski i može da nam pomogne? Ako nema, postoji mogućnost da sa Vama kontaktira osoba koja govori srpski jezik.

සිංහල (Sinhala 48)

මම එක්සත් ජනපද සංගණන කාර්යාංශයේ සේවය කරමි. මෙහි සිටින ඉංග්‍රීසි බස කථා කරන කෙනෙක්ට අපට උදව් කළ හැකිද? එසේ නොමැති නම් සිංහල බස කථා කරන කෙනෙක් ඔබව සම්බන්ධ කරගනු ඇත.

Slovenčina (Slovak 49)

Pracujem pre Úrad pre sčítanie obyvateľstva USA. Je tu teraz niekto, kto hovorí po anglicky a môže nám pomôcť? Ak nie, možno Vás bude kontaktovať niekto, kto hovorí po slovensky.

Soomaali (Somali 50)

Waxaan u shaqeeyaa Xafiiska Tirakoobka Mareykanka. Hadda ma joogaa qof ku hadla af Ingiriis oo na caawin kara? Haddii uusan joogin, waxaa laga yaabaa inuu idin la soo xiriiro qof ku hadla af Soomaali.

Kiswahili (Swahili 51)

Ninafanya kazi na Shirika la Sensa ya Marekani. Je, kuna mtu hapa ambaye anazungumza Kiingereza na anaweza kutusaidia? Ikiwa hamna, mtu anaweza kuwasiliana nawe anayezungumza Kiswahili.

தமிழ் (Tamil 52)

நான் அமெரிக்க மக்கள்தொகைக் கணக்கெடுப்பு பணியகத்தில் வேலை செய்கிறேன். இங்கே இப்போது யாராவது ஆங்கிலம் பேசுபவர் இருக்கிறாரா மேலும் அவரால் நமக்கு உதவி செய்ய முடியுமா? இல்லையென்றால் யாராவது தமிழ் பேசும் ஒருவர் உங்களைத் தொடர்புக்கொள்ளலாம்.

తెలుగు (Telugu 53)

నేను యు.ఎస్. జనాభా గణన బ్యూరో కోసం పని చేస్తున్నాను. నాకు సహాయం చెయ్యడానికి ఆంగ్లంలో మాట్లాడేవారు ఎవరైనా ప్రస్తుతం ఇక్కడ ఉన్నారా? లేకపోతే, తెలుగు మాట్లాడే వారు మిమ్మల్ని సంప్రదించారు.

ไทย (Thai 54)

ฉันทำงานให้กับสำนักงานสำมะโนสหรัฐ ฉันมีใครที่พูดภาษาอังกฤษได้และสามารถช่วยเราแปลได้หรือไม่ หากไม่มี อาจมีคนพูดภาษาไทยได้ติดต่อกับคุณในภายหลัง

ትግርኛ (Tigrinya 55)

የኖይትድ ስቲትስ ቆፀራ ህዝቢ ቢሮ እየ ዝሰርቲ። ኣብዚ ትዚ ቋንቋ እንግሊዝ ዝፈልጥ ከትግዝና ዝኸለልን ሰብ ኣሉዶ? ተዘየለ ካሊእ ትግርኛ ዝፈልጥ ከዛርበኩም ይኸለል እዩ።

Türkçe (Turkish 56)

A.B.D. Nüfus Sayım Bürosu'ndanım. Burada İngilizce konuşan ve bize yardımcı olabilecek birisi var mı? Yoksa, Türkçe konuşan biri sizinle irtibata geçebilir.



**Twi (Twi 57)**

Me ne U.S. Nnipakan Asoee a wɔye nnipakan ne nhwehwemu adwuma na eye adwuma. Obi a aka Brɔfo kasa a abetumi aboa yen wɔ ha seesei anaa? Se obiara nni ha saa a, yɛbera obi a aka Twi ne mo abekasa.

**Українська (Ukrainian 58)**

Я представляю Бюро перепису населення США. Поряд із Вами є будь-яка особа, що розмовляє англійською мовою та зможе нам допомогти? Якщо ні, можливо, до Вас звернеться наш представник, що розмовляє українською мовою.

**اردو (Urdu 59)**

میں امریکی مردم شماری بیورو کے لئے کام کرتا ہوں۔ کیا ابھی یہاں کوئی ایسا شخص ہے جو انگریزی بول سکتا ہو اور ہماری مدد کر سکتا ہو؟ اگر نہیں، تو کوئی شخص آپ سے رابطہ کرے گا جو اردو میں بات کرے گا۔

**יידיש (Yiddish 60)**

איך אַרבעט פֿאַר דעם צענזוס ביוראָ פֿון די פֿאַראײניקטע שטאַטן. איז עמעצער איצט דאָ אין דער היים וואָס רעדט ענגליש און קען אונדז העלפֿן? אויב נישט, וועט עמעצער וואָס רעדט ייִדיש אײַך אפֿשר קאָנטאַקטירן.

**Yorùbá (Yoruba 61)**

Mo nbá Ilẹ̀-ìṣẹ̀ Ìkàniyàn Ilẹ̀ Amẹ̀rìkà ṣiṣẹ̀. Njẹ ẹnìkàn wà níbí yìí nìsisiyí tì ó nsọ Èdè Gẹ̀ẹ̀sì tì ó sì lè ràn wá lówọ́? Bí béẹ̀kọ́, ẹnìkàn lè kàn sí ọ tì ó nsọ èdè Yorùbá.

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**Attachment N**

**FHWA Form-1273**

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dof.gov](mailto:DBAconformance@dof.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dof.gov](mailto:DBAconformance@dof.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **2. Withholding (29 CFR 5.5)**

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDO/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or



mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, 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 department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, 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 department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



## Attachment O

### Sample Public Involvement Plan



## Public Involvement Plan

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### Toll 49 Segment 6 from SH 110 to US 271

North East Texas Regional Mobility Authority

**Date:** May 2025

**CSJ:** 0910-00-129

**County:** Smith County

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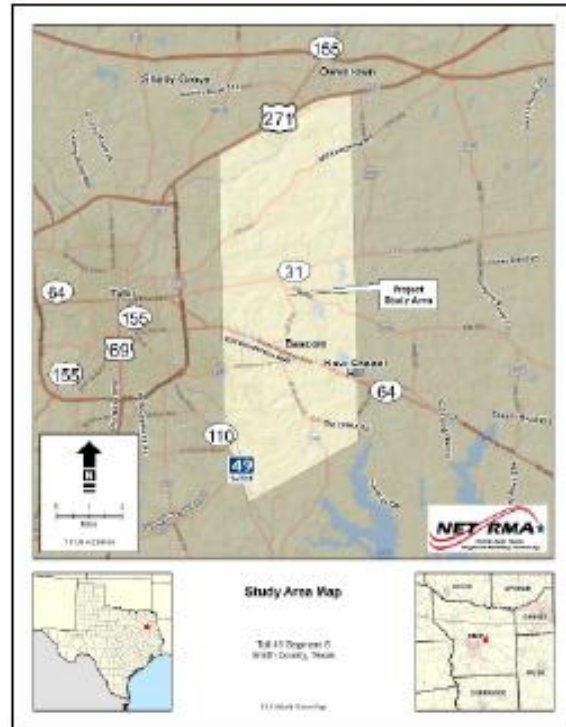
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## NET RMA Mission

The North East Texas Regional Mobility Authority (NET RMA) mission is to implement infrastructure solutions that will enhance the quality of life and the economic environment in our area.

## Project Description and Background

The proposed project would include the construction of a new toll road potentially implemented with an interim and ultimate phase. The interim phase could either be a two-lane controlled access highway or a two-lane with a passing lane-controlled access highway. The ultimate phase would consist of a four-lane divided controlled access highway. The project would require right-of-way acquisition and could be built in segments depending on the availability of funding.



## Project Goal

The goal of the proposed project is to relieve congestion on existing highways and shorten travel times within the study area.

*Proposed Project Study Area*

## Purpose of Public Involvement Plan

Public participation is a critical component of the National Environmental Policy Act (NEPA) process. The purpose of this Public Involvement Plan is to describe the public involvement approach the team will take to ensure:

- Proactive engagement with the public, stakeholders, and agencies throughout the process;
- Clear communication of the project goals, alternatives, and potential impacts of the improvements;
- Transparency of the decision-making process and encouragement of active participation;
- Implementation of public involvement strategies that best suit the community; and
- Development of a project design that best meets the needs of the public.

This Public Involvement Plan is subject to change based on the NET RMA scheduling and public needs. Components of the plan—including objectives, issues, stakeholders, strategies, methods, and timelines—will be updated as needed as the project development progresses.

## **Public Involvement Objectives**

The public involvement objectives described below have been developed to initiate early engagement with the public, stakeholders, and agencies; establish effective communication protocols; encourage meaningful participation and collaboration; and elicit feedback.

Key elements of effective public involvement include:

- Initiating early engagement of members of the public, stakeholders, and agencies by reaching out at the beginning of the environmental process;
- Building on existing relationships and lines of communication to ensure continuity and communication of a consistent message;
- Facilitating a collaborative environment to encourage feedback and participation;
- Directly addressing project concerns of the public, stakeholders, and agencies including displacements and relocations; changes in access and mobility; impacts to emergency service response times; bicycle and pedestrian accommodations; changes in mobility associated with the Americans with Disabilities Act (ADA) of 1990; construction timeframe, cost, and letting; construction-phase impacts; and other issues;
- Providing adequate notice of public involvement opportunities using multiple methods of communication that are tailored to those anticipated to be affected by the proposed project or with a demonstrated interest in the proposed project;
- Ensuring that public involvement events are held in welcoming, ADA-compliant facilities that are familiar to the public and easy to access;
- Going beyond the standard method of notification of adjacent property owners to include important community facilities and organizations that serve persons with limited English proficiency (LEP) and other special accommodation needs; and
- Defining a detailed public involvement approach while maintaining flexibility throughout the process to allow for adjustments to better suit the public, more effectively communicate information, and gather input.

## **Current Issues to Address**

The need for, purpose of, and objectives of the proposed project have been developed in a collaborative manner to allow for public input on the problems the project should be designed to address.

Currently, traveling along the current roadway network between State Highway (SH) 110 and United States Highway (US) 271 east of Tyler can be a challenge. Data suggests that the current roadway network is inadequate to meet current and future traffic volumes resulting in increasing congestion, inadequate Levels of Service (LOS), and longer travel times.

The project team has identified the following goals that could be addressed by the proposed project:

- Improve LOS on existing roadways
- Shorten travel times



The project team identified potential consequences of not addressing these problems including:

- Poor LOS and longer travel times
- Cost of delays:
  - Quality of life issues
  - Frustration of motorists
  - Lack of mobility options

## **Stakeholders**

In late 2018 to early 2019, the NET RMA conducted a Feasibility Study for Toll 49 Segment 6 with the goal to be community driven. The NET RMA established a Stakeholder Working Group to guide the study and provide locally focused input. Stakeholder working group members included elected officials, city and county representatives, and representatives from other stakeholder groups. The goals and objectives, study area, evaluation criteria, and preliminary route options were developed with input from and the concurrence of the stakeholder working group.

It is the intent of the NET RMA to reconnect with those stakeholders that were involved in the Feasibility Study and additionally those with a demonstrated interest in the proposed project including school districts, community residents and businesses, partnering agencies, LEP populations, and other individuals or groups who may be impacted by and/or interested in the proposed project. A database of project stakeholders will be maintained throughout the project.

## **Tactics, Tools, Roles & Responsibilities**

This section provides an active list of communication tools that will be used throughout the project development phase. The overall strategy includes two public scoping meetings, an agency scoping meeting, a public meeting, and a public hearing as required by NEPA. A proposed timeline of public involvement events is included in this Public Involvement Plan. All public meeting activities will follow the TxDOT Public Involvement Toolkit guidance and be in compliance with the Texas Administrative Code requirements for public involvement. A full implementation timeline is included in the next section of this plan.

### ***In-Person Public Involvement and Comment Methods***

Scoping meetings are a requirement of the NEPA process, involving the public and federal, State, and local agencies that have an interest in or regulatory jurisdiction over the project. Scoping meetings will be conducted to identify important issues for consideration during development of the Environmental Impact Statement (EIS), among other objectives.

***Public Scoping Meetings***—A virtual public scoping meeting with two in-person options are scheduled to be conducted in Tyler and Longview on May 6 and May 8, 2025, respectively. The Tyler meeting will be held at the Tyler Rose Garden Center, 420 Rose Park Dr., Tyler, TX 76207; and the Longview meeting will be held at the Longview Exhibit Center, 1123 Jaycee Dr., Longview, TX 75604. Both in-person public meeting venues are of adequate capacity with parking and are ADA accessible. Security will also be provided. The virtual public meeting will be available online from May 6 to May 23, 2025. Comments will be accepted at in-person meeting locations as well as via mail, email,

voicemail, or directly online. Materials to be developed will include:

- NET RMA project web page ([www.netrma.org/projects/segement-6](http://www.netrma.org/projects/segement-6))
- Social media posts
- Press release
- Newspaper display ads
- Meeting notice/flyer available online, mailed, and/or emailed to adjacent property owners, stakeholders, elected officials, community facilities, and interested parties
- Postcards
- Comment cards
- Sign-in sheets
- Exhibit boards and displays
- Preliminary route maps
- Project fact sheet for the public
- Nametags
- Wayfinding signs
- PowerPoint public scoping meeting presentation
- LEP materials:
  - Meeting notice/flyer with Spanish language instructions to obtain information in Spanish
  - Spanish-speaking translator present at in-person public scoping meetings
- Internal materials:
  - Frequently asked questions (FAQ) document for meeting staff
  - Facility layout plan(s)
  - Wayfinding plan(s)

Following the public scoping meeting, documentation will be provided per TxDOT guidelines.

***Agency Scoping Meeting***—The agency scoping meeting is planned to be conducted virtually in Spring/Summer 2025. Following the agency scoping meeting, documentation will be provided per TxDOT guidelines.

***Public Meeting***—A virtual public meeting with an in-person option will provide a status on the development of the project and an opportunity for the public to give input on their comments and concerns for the proposed project. The in-person public meeting venue will provide adequate capacity and parking and be ADA accessible. Security will also be provided. The virtual public meeting will be posted per the date and time indicated in the notice and will remain online for the entire 15-calendar day comment period or longer. Comments will be accepted at the in-person meeting location as well as via mail, email, voicemail, or directly online. Materials to be developed will include:

- NET RMA project web page
- Social media posts
- Press release
- Newspaper display ads

- Meeting notice/flyer available online, mailed, and/or emailed to adjacent property owners, stakeholders, elected officials, community facilities, and interested parties
- Postcards
- Comment cards
- Sign-in sheets
- Exhibit boards and displays
- Reasonable Alternative maps
- Project fact sheet for the public
- Nametags
- Wayfinding signs
- PowerPoint public meeting presentation
- LEP materials:
  - Meeting notice/flyer with Spanish language instructions to obtain additional information in Spanish
  - Spanish-speaking translator present at in-person public meeting
- Internal materials:
  - Frequently asked questions (FAQ) document for meeting staff
  - Facility layout plan
  - Wayfinding plan

Following the public meeting, documentation will be provided per TxDOT guidelines.

***Public Hearing***—A virtual public hearing with in-person option is tentatively scheduled to occur in Spring 2028. During the in-person public hearing, a formal presentation will be given, followed by a comment period for those who wish to provide their comments verbally. The public hearing will provide a time for the public and stakeholders to review the proposed improvements and environmental documents and provide comments and feedback. The public hearing venue will provide adequate capacity and parking and be ADA accessible. Security will also be provided. The virtual public hearing will be posted per the date and time indicated in the notice and will remain online for the entire 15-calendar day comment period or longer. Comments will be accepted at the in-person hearing location as well as via mail, email, voicemail, or directly online. Materials to be developed will include:

- NET RMA project web page
- Social media posts
- Press release
- Newspaper display ads
- Hearing notice/flyer available online, mailed, and/or emailed to adjacent property owners, stakeholders, elected officials, community facilities, and interested parties
- Comment cards
- Sign-in sheets
- Exhibit boards and displays
- Preferred Alternative maps
- Project fact sheet for the public



- Nametags
- Wayfinding signs
- PowerPoint public hearing presentation
- Media packets
- LEP materials:
  - Hearing notice/flyer with Spanish language instructions to obtain information in Spanish
  - Spanish-speaking translator present at in-person public hearing
- Internal materials:
  - Frequently asked questions (FAQ) document for hearing staff
  - Facility layout plan
  - Wayfinding plan

As verbal comments will be accepted at the in-person option for the public hearing, a court reporter will be present to transcribe the hearing and verbal comments. Following the public hearing, documentation will be prepared per TxDOT guidelines.

### *Information and Notification Methods*

***Mailout Notices***—Notices will be mailed to adjacent property owners, elected officials, interested parties, and stakeholders. Important community facilities and organizations will also receive a notice and will be contacted to offer additional copies of the notice (in English and/or Spanish as applicable) to distribute to members of the public. Additionally, postcards will be utilized to target residents of adjacent or nearby neighborhoods.

***Social Media Content***—The NET RMA will utilize social media platforms (e.g., Facebook and X) and media activities, such as press releases and media advisories, to appropriately distribute public information and advertise public input opportunities.

***Newspaper Advertisements***—Notifications will be published in the newspapers 15 days prior to each public involvement event. Affidavits of publication and/or tear sheets will be obtained from each newspaper as proof of publication.

***Media Relations***—The project team will provide project information to the local media. A press release will be created to promote coverage of the meetings. Materials will also be gathered for the media, as needed. Notices and/or display advertisements for all public involvement events will be placed in local newspapers. Media kits will be available at the in-person public hearing.

***Changeable Message Signs***—The NET RMA may elect to utilize changeable message signs for display of project information and the date and location of upcoming meetings.

***Comment Processing***—Comments received during the comment period will be entered into a comment database. A comment-response matrix will be developed for the public meetings and public hearing. The matrix will follow the guidelines and templates set forth in TxDOT's Public



Involvement Toolkit and will be included in the documentation for each public involvement event, which in turn will be posted to the project web page.

### ***Specific Areas of Environmental Concern***

***Limited English Proficiency***—Individuals who have a limited proficiency in reading, writing, or understanding the English language are considered to have limited English proficiency (LEP). Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” requires agencies to examine the services they provide; identify the need for services to LEP persons; and develop and implement a system to provide those services so that LEP persons can have meaningful access to them.

To improve access for LEP populations, the following measures will be taken, if needed or as required:

- Meeting notice/flyers and comment forms will include Spanish language instructions to obtain additional information in Spanish
- Spanish translators will be present at the in-person public meetings and hearing
- Translation services will be available upon request
- Additional locations or organizations will be identified for outreach and to post or disseminate public meeting details (e.g., churches, community centers, community service facilities)

### ***Timeline***

The following timeline presents a preliminary public involvement schedule, intended to support the overall project design and delivery process. It is assumed that environmental clearance will be achieved by Summer 2029, and all dates have been derived from this goal. A proposed timeline follows:

Task	Responsible Party	Assisting Party	Deadline
Develop public involvement plan	Consultants	NET RMA	Ongoing
Public Scoping Meetings	Consultants	NET RMA	May 2025
Prepare public scoping meeting documentation	Consultants	Consultants	30 days following meeting
Agency Scoping Meeting	Consultants	Consultants	Spring/Summer 2025
Prepare agency scoping meeting documentation	Consultants	Consultants	30 days following meeting
Public Meeting	Consultants	NET RMA	mid-2026
Prepare public meeting documentation including comment and response matrix	Consultants	Consultants	30 days following meeting
Public hearing	Consultants	NET RMA	mid-2028
Prepare public hearing summary and analysis including comment and response matrix	Consultants	Consultants	30 days following hearing

*Note: This proposed timeline is subject to change.*

## **Evaluation**

Public involvement efforts will be tracked to ensure effective and efficient communication. If the public involvement methods are determined to be insufficient or ineffective, the methods will be modified to the extent necessary. The following components of the public involvement process will be evaluated:

- Number of public meetings and hearings conducted
- Number of registered attendees at each public involvement event versus number of notices distributed
- Number of informational materials distributed
- Number of public comments received per public involvement event
- Evaluation of how public comments were used in the decision-making process
- Number of public recommendations used throughout project development

## **Notes**

### *Media Request Protocol*

The media will seek information from multiple sources. These will potentially include project team members, neighborhoods, businesses, or other stakeholders within the project area. Media requests for information internal to the project team will be directed to Mitzi Ellison, President of Nancy Ledbetter Associates (NLA), at (512) 761-2711.

### *Approval Process for Communication Products*

Any communication product (e.g., notice, fact sheet) created by a consultant must go through a multi-level QA/QC review prior to the approval process.

## **Project Team**

### *Primary Project Contacts*

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Note: For NEPA Review Purposes Only

*Reminder: This public involvement plan is a living document that is subject to change, based on public needs. The plan may be updated at any time to add or remove objectives, stakeholders, strategies, or methods as needed to adapt to new and changing circumstances as project development progresses.*