City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MPW

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: September 22, 2021

SUBJECT: U.S. 30 East Sanitary Sewer Extension
Professional Services Proposal

Proposals to provide professional services for the U.S. 30 East Sanitary Sewer Extension project development have been requested and received. The project includes extension of sanitary sewer from Griffith Road east along the U.S. 30 corridor alignment to serve the recently discussed Rezac property. The following firms were invited to submit proposals.

JEO Consulting Group, Inc.
McClure Engineering Company

Both firms are well qualified to provide the services necessary to successfully complete the project development. Proposal evaluation based on firm and individual qualifications and project approach resulted in JEO Consulting Group, Inc. having a slight advantage.

The hourly not-to-exceed fees included in the JEO Consulting Group, Inc. Proposal are as follows:

Basic Service

Topographic Survey	$ 2,200.00
Design Phase	$11,600.00
Bidding & Negotiation	$ 1,900.00
Construction Administration	$ 3,100.00
Total	$18,800.00

Additional Services

Additional Survey & Design (700' extension)	$3,800.00
Easement Description and Exhibit	$ 400.00 Ea.

The Project Time Frame included in the JEO Consulting Group, Inc. Proposal is as follows:

	From Authorization To Proceed	Approximate Date
Topographic Survey	14	10-15-21
Wetland Delineation and Report	30	10-29-21
Design Phase	60	11-30-21
Bidding & Negotiation Phase	30	12-30-21
Construction Administration	120	04-30-22

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the U.S. 30 East Sanitary Sewer Extension project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE U.S. 30 EAST SANITARY SEWER EXTENSION PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, a Professional Services Agreement for the development of the U.S. 30 East Sanitary Sewer Extension project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the U.S. 30 East Sanitary Sewer Extension project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 27th day of September, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer"). JEO Project # 211333

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Provide a study to update the water and sewer utility customer rates.

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Basic Services		
Topographic Survey:	$ 2,200.00	Hourly not to exceed
Design Phase:	$ 11,600.00	Hourly not to exceed
Bidding & Negotiation:	$ 1,900.00	Hourly not to exceed
Construction Administration:	$ 3,100.00	Hourly not to exceed
Total:	$ 18,800.00	Hourly not to exceed
Additional Services		
Additional Survey & Design (700' extension):	$ 3,800.00	Hourly not to exceed
Easements Description and Exhibit:	$ 400.00	Each

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Non-Discrimination Assurances

5.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Carroll, Iowa	Engineer: JEO Consulting Group, Inc.
_____	_____
By: Dr. Eric Jensen	By: Noah Dryden
Title: Mayor	Title: Project Manager
Date Signed:_____	Date Signed: 08/26/2021
Address for giving notices:	Address for giving notices:
City of Carroll	JEO Consulting Group, Inc.
627 N. Adams St.	724 Simon Ave.
Carroll, IA 51401	Carroll, IA 51401

R. Prepare the notice of intent (NOI) for discharge of storm water during construction and submit to the IDNR for a NPDES construction storm water permit.

S. Submit final plans, specifications, and the necessary permit schedules to the INDR for construction permits.

T. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

U. Provide final AutoCAD drawings to the City via electronic format.

III. Bidding & Negotiation Phase

A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established in the contract documents.

B. Respond to inquiries from prospective bidders and prepare any addenda required.

C. Review the bid tabulation provided by the city and provide a written recommendation of award.

D. Prepare Contract Documents for execution by Contractor and City and approved by City' legal counsel.

IV. Construction Administration

A. Attend one (1) meeting for preconstruction conference.

B. Provide interpretation of Plans and Specifications, when necessary.

C. Review shop drawings (submittals) and related data supplied by the Contractor as requested by City.

D. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.

E. Provide construction staking services for proposed alignment with offsets, elevations, northing & easting, etc. as requested by contractor.

F. Consults with and advise the City during construction.

G. Attend final walk through and assist with final punch list creation after project completion.

V. Meetings Included with this Scope

A. 30% Plan in hand review with Owner.

B. Final plans & specifications review with Owner.

C. Preconstruction conference.

VI. Project Time Frame

A. Topographic Survey – 14 calendar days from authorization to proceed.

B. Wetland Delineation and Report – 30 days from authorization to proceed.

C. Design Phase – 60 calendar days from authorization to proceed.

D. Bidding & Negotiation Phase –30 days from approval by the City Council.

E. Construction Administration – Anticipated 120 days from construction notice to proceed.

EXHIBIT A

JEO Project # 211333

U.S. 30 EAST SANITARY SEWER EXTENSION - 2021
CARROLL, IOWA

1. **Project Description/Assignment:**

   U.S. 30 East Sanitary Sewer Extension 2021: JEO to provide engineering design, bidding and construction phase services to extend a 10" sanitary sewer main along south side of U.S. 30 east of Griffith Road. The base portion of the Project will include 1,300-foot extension to the City's current east Corporate Limit. An alternate extension of approximately an additional 700 feet will also be included.

2. **Scope of Services – Basic Services**

   I. **Topographic Survey**

   A. Conduct a topographic survey of the proposed sanitary sewer corridor including surface features and subsurface utilities in the U.S. 30 right-of-way for the base portion of the work.

   B. Schedule utility location information and incorporate in preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.)

   C. Create an electronic drawing illustrating elevation, site features, property boundaries, and existing utilities resulting from the surveys performed.

   II. **Design Phase**

   A. Identify and evaluate potential alignments of the sanitary sewer extension taking into consideration the existing utilities, available right-of-way, environmental impacts, and other possible conflicts.

   B. Prepare 30% plans that include a cover sheet, general notes and reference information, and preliminary plan/profile of the sewer main extension.

   C. Perform an internal 30% QA/QC of the preliminary plans.

   D. Meet with the City to conduct a plan-in-hand review of the 30% plans.

   E. Revise plans based on internal QA/QC review and the 30% design meeting with the city.

   F. Prepare front-end Contract Documents and technical specifications using SUDAS and city's supplemental specifications.

   G. Perform an internal 60% QA/QC of the plans and specifications.

   H. Revise plans and specifications based on the QA/QC comments from the 60% review.

   I. Prepare 90% complete plans and specifications.

   J. Prepare an opinion of probable construction cost.

   K. Submit plans for internal QA/QC review.

   L. Submit 90% Contract Documents to City for final review.

   M. Finalize construction plans and specifications subject to City's approval. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Iowa.

   N. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.

   O. Present completed final documents (Plans, Specifications, and Contract Documents) to City for review, approval, and review in detail by attending up to one (1) meeting with City, as necessary, to present Final Design Documents and Opinions of Cost.

   P. Complete & submit Nationwide Permit (NWP) 58 – Utility Line Activities for Water and Other Substances.

   Q. Complete the IDOT Right of Way permit for constructing utilities within the highway right of way. City to pay all permit fees.

U.S. 30 EAST SANITARY SEWER EXTENSION - 2021
CARROLL, IOWA

3. **Additional Services**

I. **Additional Survey and Design for Extension**

A. Conduct a topographic survey of the proposed sanitary sewer corridor including surface features and subsurface utilities in the U.S. 30 right-of-way for the additional 700-feet of sanitary sewer. It is assumed that survey field work and processing will be completed at the same time as the base portion of the work.

B. Provide additional design phase services in-kind for the additional 700-feet of sanitary sewer concurrent with the base portion of the work.

II. **Easement Descriptions and Exhibits**

A. Perform legal research as necessary for any easement acquisitions. Write up to three (3) land acquisition legal descriptions to be used in the acquisition of land purchase or easement for the proposed improvements. Any additional descriptions for easement or other property acquisitions can be negotiated as needed.

III. **Additional Services Not Included but Could Be Negotiated If Needed.**

A. Geotechnical investigation.

B. Floodplain, USACE 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.

C. Wetland field investigation & delineation.

D. Resident-Project-Representation (RPR) inspection services.

E. Preparing a project specific SWPPP.

F. Conducting SWPPP inspections and maintaining SWPPP logs, inspections reports and maintenance records.

G. Construction Materials Testing.

H. Meetings not outlined in the scope of services.

I. Payment of review and permitting fees.

J. Any other item not outlined in the scope of services.

Exhibit B

JEO Consulting Group, Inc.
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

JEO Consulting Group, Inc.
GENERAL CONDITIONS

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

a. Workers' Compensation: Statutory
b. Employer's Liability
  i. Each Accident: $500,000
  ii. Disease, Policy Limit: $500,000
  iii. Disease, Each Employee: $500,000
c. General Liability
  i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
  ii. General Aggregate: $2,000,000
d. Auto Liability
  i. Combined Single: $1,000,000
e. Excess or Umbrella Liability
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $1,000,000
f. Professional Liability:
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $2,000,000
g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C

JANUARY 1, 2021

JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	$155.00	-	$290.00
Project Engineers/Architects:	$130.00	-	$235.00
Project Engineers (E.I.):	$110.00	-	$130.00
Designer:	$140.00	-	$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	$80.00	-	$145.00
Office/Administrative:	$85.00	-	$135.00
Principals:	$230.00	-	$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Exhibit D

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, 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 CRF Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal High Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** 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.

Exhibit D

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).