



HRRR Applicant Information

Sponsor:

Name of Sponsor:		
Sponsor Type: Select Sponsor Type		
Specify Other:		
SAM Unique Entity ID (UEI):		
Mailing Address:		
City:	State:	Zip:
Contact Person:		
Title:		
Email:		Phone:
LPA Certified: <input type="checkbox"/> Yes <input type="checkbox"/> No		LPA Certification Expiration:
LPA Certified Individual (if not Contact Person):		

Joint Sponsor:

Joint Sponsor: <input type="checkbox"/> No <input type="checkbox"/> Yes - Joint Sponsor's Name:		
Mailing Address:		
City:	State:	Zip:
Contact Person:		
Title:		
Email:		Phone:

Funding Request

9.51% Local Match	90.49% Federal (HRRR Request)	Total Project Cost
Specify source of match funding:		

Sponsor Certification Statement

Read and check each statement below certifying:

- ☐ The Sponsor is familiar with the High Risk Rural Roads Program eligibility criteria;
- ☐ The budget accurately reflects cost of proposed project;
- ☐ The information provided is true and correct to the best of the Sponsor's knowledge;
- ☐ The Sponsor understands this is a reimbursement-based award and if funded, the Sponsor must pay costs and will be reimbursed as invoices are submitted with documentation;
- ☐ The Sponsor will be responsible for ensuring future maintenance and ongoing upkeep of the completed project.

Sponsor Signature
(Authorized Official)

Date

Printed Name, Title



HRRR Attachment A: Project Description

Name of Sponsor

Project Type (Select all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Advance Warning Signs (Positive Guidance); | <input type="checkbox"/> Bridge Widening; |
| <input type="checkbox"/> Centerline Markings; | <input type="checkbox"/> Chevron Signs on Horizontal Curves; |
| <input type="checkbox"/> Curve Advance Warning Signs; | <input type="checkbox"/> Edgelines, Centerlines and Delineators; |
| <input type="checkbox"/> Delineators (General); | <input type="checkbox"/> Delineators (Bridges); |
| <input type="checkbox"/> Guardrail (Bridge); | <input type="checkbox"/> Guardrail (Embankment); |
| <input type="checkbox"/> Guardrail (Outside of Horizontal Curves); | <input type="checkbox"/> Guide Signs (General); |
| <input type="checkbox"/> Improve Horizontal and Vertical Alignments; | <input type="checkbox"/> Improve Pavement Friction; |
| <input type="checkbox"/> Improve Sight Distance to Intersection; | <input type="checkbox"/> Transverse Rumble Strips on Approaches. |

Project Location:

Describe the location of the project using any mileposts, landmarks, significant intersections, etc.

Is this application ONLY for the purchase of materials (i.e. signs, delineators, guard rail)?

☐ Yes ☐ No

If no, will the Sponsor seek reimbursement for utilization of its own forces for any work, or will the Sponsor be using a qualified contractor?

☐ Sponsor's Own Forces ☐ Qualified Contractor

If proposal is to use the Sponsor's Own Forces and incorporating gravel or fill dirt:
Where is the gravel coming from?

Has the pit been previously cleared through the National Environmental Policy Act (NEPA)?

☐ Yes ☐ No

Physical Description:

Surface Type: Choose an item.	If Other, please specify:
Approximate Length: <input type="checkbox"/>	Approximate Width: <input type="checkbox"/> N/A
N/A	



Project Timeline:

Completion of PS&E	Completion of Final Engineering/Bid Documents	Bid Advertisement	Begin Construction	Complete Project

Project Administration:

How will the project design and contract bidding documents be produced?

- ☐ Reimbursement for these activities will not be sought by the Sponsor.
- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☐ Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Who will review the project design and contract bid documents for the Sponsor?

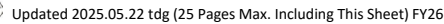
- ☐ Reimbursement for these activities will not be sought by the Sponsor.
- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☐ Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Who will perform the construction management?

- ☐ Reimbursement for these activities will not be sought by the Sponsor.
- ☐ Sponsor Employed Engineer (Must be a full time employee of the Sponsor.)
- ☐ Consulting Engineer (To be selected after notification of project award and Notice to Proceed, as a result of a qualifications based selection.)

Brief Project Summary:

Outline the need for the project and the benefits of the project:



[ATTACH UP TO 1 (ONE) MAP FOR EACH ROADWAY]

[illegible]

- For questions regarding the Functional Classification, ML Road Number and/or Reference Markers, call 307.286.7623



HRRR Attachment C: Safety Program / Planning and Design Integration

Name of Sponsor

The WRRSP Safety Study must be attached, in its entirety, to this Attachment

Is this project identified in the Wyoming Rural Road Safety Program conducted by T2 / LTAP?

☐ Yes ☐ No ☐ N/A

If Yes, provide the name and date of document:

Have you discussed this project with your WYDOT District Engineer?

☐ Yes ☐ No ☐ N/A

If Yes, indicate the date of the discussion and what was discussed:

Are there community concerns regarding this project?

☐ Yes ☐ No ☐ N/A

If Yes, describe:

Does the project conform to all local ordinances, rules and regulations?

☐ Yes ☐ No ☐ N/A

Are any variance approvals required?

☐ Yes ☐ No ☐ N/A

What design standards have been, or are planned to be incorporated in the project design?

☐ AASHTO ☐ PROWAG ☐ Wyoming Public Works ☐ WYDOT

☐ Local ☐ Other (specify):

Provide a summary of the process that has taken place in the prioritization of this project application.



HRRR Attachment D: Project Estimating Worksheet

Project Sponsor : **Instructions:**

- * Only input information in grey shaded areas, if applicable.
- * Enter "0" in the percentages column if not seeking federal participation.
- * Only work performed after the execution of a cooperative agreement is eligible for federal reimbursement.
- * All requests will be rounded up to the nearest hundred dollars

Proposed Funding / Match Rates	Local	Federal
	9.51%	90.49%

CMAQ Project		Local Portion				Federal Portion	
			Project Totals	Proposed Local Match Percentage	Local Cash Match	Proposed Federal Percentage	Federal Amount Requested
Description (Include amounts for federal-aid items only)		Percentages					
*EITHER * Cost of Materials				9.51%	\$0.00	90.49%	\$0.00
* OR * Cost of Contractor and Purchased Materials					\$0.00		\$0.00
Construction Contingency 5% to 10% of PCE <i>(Quantity overruns, etc.)</i>			\$0.00		\$0.00		\$0.00
Construction Engineering (Consultant) 0% or 10% of PCE <i>(If Sponsor wishes to have this item reimbursed, consultants shall be selected through established procedures.)</i>			\$0.00		\$0.00		\$0.00
Preliminary Engineering (Consultant) 0% to 15% of PCE <i>(If Sponsor wishes to have this item reimbursed, consultants shall be selected through established procedures.)</i>			\$0.00		\$0.00		\$0.00
Other Costs:					\$0.00		\$0.00
Total Estimate:			\$0.00		\$0.00		\$0.00

Total Project Estimate	Total Local Match	Total Federal Funding
\$0.00	\$0.00	\$0.00



HRRR Attachment E: Environmental Considerations

Name of Sponsor

Does this proposed project have any unusual environmental features associated with it?

☐ Yes ☐ No

If Yes, please describe:

Are there any registered historic structures or sites involved with the project?

☐ Yes ☐ No

If Yes, please describe:

Are there any live watercourses or bodies of water being encountered?

☐ Yes ☐ No

If Yes, please describe:



HRRR Attachment F: Resolution RESOLUTION NO. Resolution

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE HIGH RISK RURAL ROAD PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR Project Sponsor FOR THE PURPOSES OF THE Project Name PROJECT.

WITNESSETH

WHEREAS, the governing body for Project SponsorProject Sponsor desires to participate in the High Risk Rural Road Program (HRRR) to assist in funding this project;

WHEREAS, the governing body for Project Sponsor recognizes the need for the project;

WHEREAS, HRRR requires that federal funding criteria be met, and Project Sponsor agrees to ensure satisfaction of all requirements;

WHEREAS, Project Sponsor acknowledges that if funded, the HRRR project shall be completed prior to END OF FISCAL YEAR 2026;

WHEREAS, the governing body for Project Sponsor agrees to set aside a minimum of \$_____ as a line item in its budget for the required nine and fifty-one hundredths percent (9.51%) local cash match on the project;

WHEREAS, the governing body for Project Sponsor acknowledges HRRR is funded on a reimbursement basis and all invoices must be 100% paid by Project Sponsor prior to reimbursement through HRRR (90.49% Federal Reimbursement). Project Sponsor acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by Project Sponsor of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for Project Sponsor that a funding application requesting \$_____ in federal HRRR funding be submitted to the Wyoming Department of Transportation – HRRR for consideration to assist in funding for the Project Sponsor project.

BE IT FURTHER RESOLVED, THAT Project Administrator Name is hereby designated as the Project Administrator, of Project Sponsor to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 20__.

Signature
Printed Name, Title

ATTEST:

Signature
Printed Name, Title



HRRR Attachment G: Lobbying Certificate

Lobbying Certification Statement

The undersigned Project Sponsor Name certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq. .)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Project Sponsor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Sponsor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature

Printed Name, Title

Date



HRRR Attachment H: Right-of-Way

Project Sponsor

Local Public Agency Right-of-Way & Utility Certificate

Local Public Agencies (LPAs) are required to submit proof of the following to WYDOT.

Project Sponsor hereby certifies to the Wyoming Department of Transportation and the Federal Highway Administration that:

☐ The acquisition of Right-of-Way was not required. All work proposed is within Right-of-Way obtained or acquired prior to programming this project.

OR

☐ All necessary rights-of-way have been acquired including legal and physical possession in accordance with all applicable laws and regulations noted below. No persons of business have been or will be displaced by this project. All requirements of 23 CFR 635.309(b)(c)(g)&(h). Authorization, 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and the Wyoming Relocation Assistance Act of 1973, Sections 16-7-101 through 16-7-121.

☐ Utility relocations/adjustments are not required for completion of this project.

OR

☐ Utility relocations/adjustments within the project limits of construction have been completed, or are incorporated in the contract plans as biddable work.

☐ There is no work involving railroad right-of-way for the completion of this project.

OR

☐ All necessary arrangements have been made for railroad work to be completed as required for proper coordination with the construction.

This undersigned certifies the above information is accurate as of the date below:

Signature

Printed Name, Title

Date



HRRR Attachment I: Internal Review's Risk Assessment

Project Sponsor

Have there been any key personnel Changes in the direct implementation and administration of grant awards during the previous year? (Key personnel include the project administrator, accounting, budget, or controller personnel) [2 CFR 200.332(b)(3)] ☐ Yes ☐ No

Has the organization as a whole (Re: Personnel) remained unchanged during the previous year? ☐ Yes ☐ No

Has the accounting/financial system remained the same as last year? (There were not any upgrades or modifications to the system.) [2 CFR 200.332(b)(3)] ☐ Yes ☐ No

If No, explain:

Does your entity receive federal grant money **directly** from any federal awarding agencies (FTA, NHTSA, etc.)? These monies do not have any WYDOT involvement for applications, payments, etc. [2 CFR 200.332(b)(4)] ☐ Yes ☐ No

Has a federal agency monitored, inquired or been directly involved in the grant? [2 CFR 200.332(b)(4)] ☐ Yes ☐ No

Has a federal agency ever performed a review or audit of the grant? ☐ Yes ☐ No

If Yes, did the federal agency determine that there were no financial or compliance issues? ☐ Yes ☐ No

If No, provide a description of the financial and/or compliance issues as detailed by the federal agency:

Does your entity have written procedures for procurement transactions? [2 CFR 200.318-327] ☐ Yes ☐ No

Has your agency adopted an approved Title VI policy? ☐ Yes ☐ No

If Yes, is a copy of the policy available for review by WYDOT? ☐ Yes ☐ No

If No, explain:

Does the Sponsor anticipate requesting reimbursement through the project for Indirect Cost? ☐ Yes ☐ No

(Indirect [F&A] costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect [F&A] costs. Indirect [F&A] cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.) [2 CFR 200.56]



Does the Sponsor have an Approved Indirect Cost rate with WYDOT?

☐ Yes

☐ No

☐ N/A

If No, does the Sponsor propose using the de minimis rate of 10%?

☐ Yes

☐ No

☐ N/A



HRRR Attachment J: Title VI
[INSERT TITLE VI FORM BEHIND THIS PAGE]
Project Sponsor



HRRR Attachment K: *sam.gov* Proof of Registration

[INSERT sam.gov Proof of Current Registration Behind this Page]

Project Sponsor

IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	
WYDOT Project #:	
Project Location:	
Phone #:	

TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? (<i>Project Sponsor Only – Contractors need not respond</i>)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the Coordinator changed since the last submitted Identification form?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator:	Signature:	Date:
Title VI/EEO Coordinator Work Title:	Email Address:	Phone #:

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name:	Signature:
Appointing Official's Work Title:	Date:

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Jeffrey White at 307.777.4457 or jeffrey.white@wyo.gov.

The United States Department of Transportation

Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

_____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States 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 *Nondiscrimination 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);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

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 DOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination 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.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 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 Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“_____ , 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 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 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 program 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.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, _____, 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 **FHWA** 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 **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, 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.

_____ 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 Department of Transportation under the **FHWA Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By: _____
(Signature of Authorized Official)

DATE: _____

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 Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** 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 as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
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 **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.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

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 Department of Transportation as authorized by law and upon the condition that _____ will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21st Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the 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 _____ all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto

_____ 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 _____, its successors and assigns.

_____, 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 _____ 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, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the 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 there on revert to and vest in

and become the absolute property of the 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 in order to effectuate the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by _____ 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 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, _____ 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, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

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

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by _____ 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 Non-discrimination covenants, the _____ 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, the _____ will there upon revert to and vest in and become the absolute property of _____ and its assigns.*

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

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 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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.*).