



**FY 2018**  
**TITLE VI/NONDISCRIMINATION**  
**ANNUAL ACCOMPLISHMENT REPORT**

August 2018

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## TITLE VI POLICY STATEMENT

The Corpus Christi Metropolitan Planning Organization (MPO), as a recipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, will not discriminate against any person on the grounds of race, religion, color, national origin, sex, age, or disability, or otherwise be denied the benefits of, or otherwise subjected to discrimination.

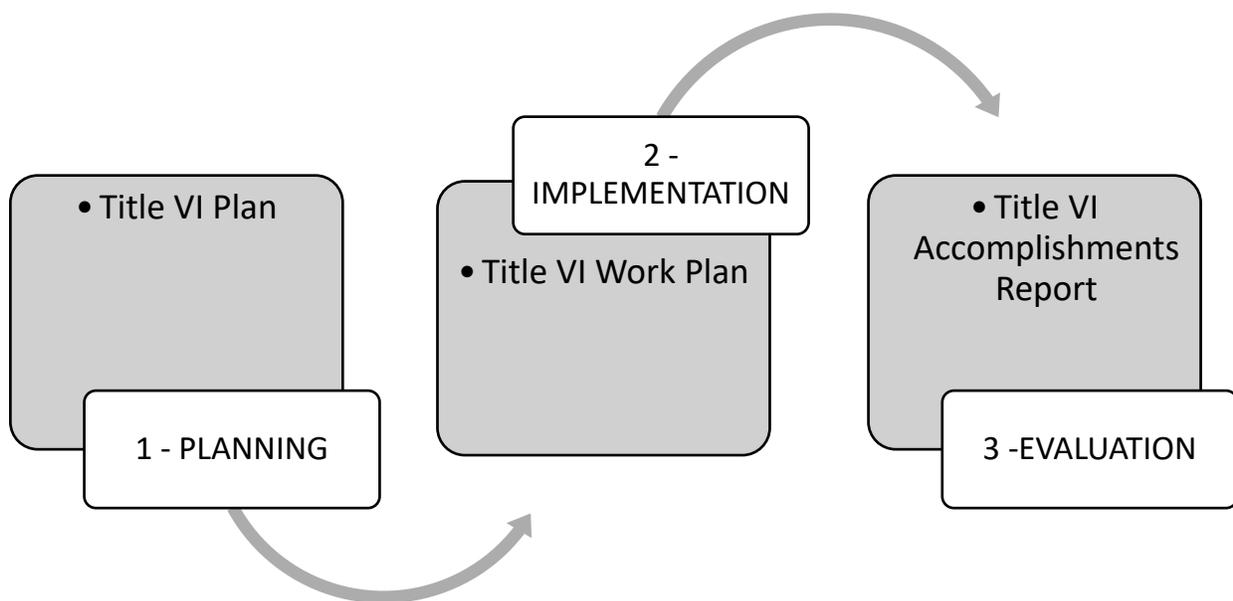
The MPO's Title VI/Nondiscrimination Policy Statement signed by the MPO's Transportation Policy Committee (TPC) Chair is included as Attachment 1.

## ANNUAL WORK PLAN & ANNUAL REPORTING

Each year, to implement the MPO Title VI/Nondiscrimination Plan, MPO staff develops an Annual Work Plan. The Annual Work Plan organizes and coordinates tasks into a scheduled, implementation framework. Tasks are selected based upon the previous year's accomplishments, internal discussion, TxDOT guidance and adherence to the monitoring and implementation of the MPO's Title VI/Nondiscrimination Plan. The Annual Work Plan is included as Attachment 2.

At the end of each fiscal year, the MPO develops the Annual Accomplishments Report which documents the results of the Annual Work Plan. This Accomplishments Report updates the Federal Highway Administration (FHWA) Texas Division and Texas Department of Transportation (TxDOT) Office of Civil Rights (OCR) on the monitoring and implementation of the MPO Title VI/Nondiscrimination Plan included as Attachment 3. In accordance with Title 23 Code of Federal Regulations (CFR) 200.9 and the FHWA's Title VI/Nondiscrimination Program, this report documents the MPO's Title VI program accomplishments for federal fiscal year 2018. Below illustrates the MPO Title VI/Nondiscrimination Plan process – demonstrating the relationship between the Title VI Plan, and the subsequent Work Plan and the Accomplishments Report.

Figure 1 Title VI/Nondiscrimination Plan Process



## FUNDAMENTAL COMPONENTS

This section contains the Title VI/Nondiscrimination accomplishments of the MPO that are core components of the Title VI program that generally remain the same from year to year.

### Title VI Assurances

In FY 2018, the MPO updated the U.S. DOT Standard Assurances to establish full and affirmative compliance with Title VI and other nondiscrimination authorities. The assurances signed by the MPO's TPC Chair, who is the head of the MPO, is included as Attachment 4.

### Dissemination of Title VI Information

In FY 2018, the MPO printed *Title VI & You* brochures and posters (Attachment 5). Copies of the brochures and poster are prominently located at the MPO's office at 602 N. Staples St, #300, Corpus Christi, TX 78401 as well as on the MPO's web site ([www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org)). Additional Title VI information available on the MPO's web site includes:

- Title VI Policy Statement
- *2018-2020 Title VI/Nondiscrimination Plan*
- *Title VI & You* Brochure (English & Spanish)
- *Title VI & You* Poster (English & Spanish)
- Language Assistance Request Form
- Title VI Online Survey
- Title VI Discrimination Complaint Procedures
- Title VI Complaint Forms

### Title VI Coordinator

The MPO is required to designate a Title VI Coordinator who has easy access to the TPC Chair. The resolution designating the MPO's Interim Transportation Planning Director as the Title VI Coordinator is included as Attachment 6 and the MPO's Organizational Chart is included as Attachment 7. The Title VI Coordinator is responsible for MPO Title VI initiatives and self-monitoring related to discriminatory issues, practices, or policies along with safeguards to prevent discrimination, and/or prompt processing of discrimination complaints. Additional responsibilities include:

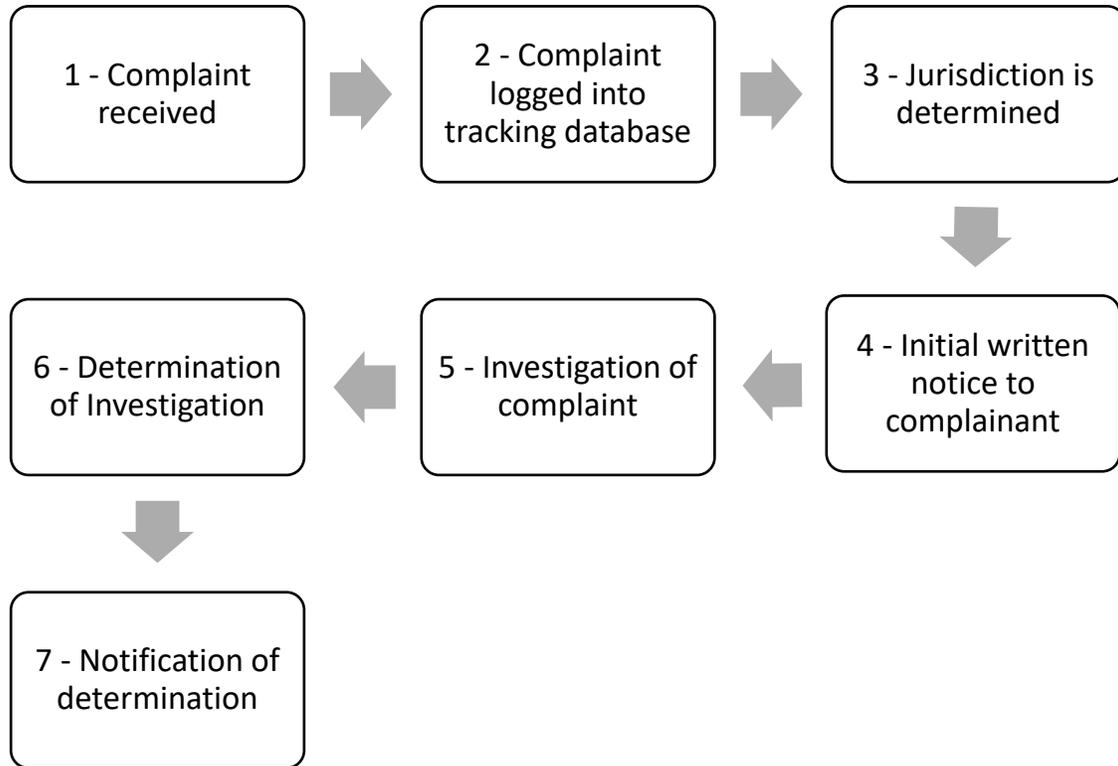
- Assisting MPO staff to correct Title VI problems or discriminatory practices or policies found through self-monitoring and review activities
- Being the focal point for Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance
- Ensuring that Title VI requirements are included in policy directives and that the procedures used have built in safeguards to prevent discrimination
- Implementation of procedures for the prompt processing of Title VI discrimination complaints
- Attendance at training on Title VI and other nondiscrimination authorities
- Efforts to coordinate the development and implementation of a Title VI and related statutes training program for MPO staff
- Developing Title VI information for public dissemination, and where appropriate, in languages other than English

# ACCOMPLISHMENTS FOR FY 2018

## Complaints Summary

In FY 2016-2018, the MPO received no discrimination complaints. The MPO has a procedure to handle complaints, which is included as Attachment 8 and an overview of the process is illustrated in Figure 2. The MPO has a Complaint Form included Attachment 9. Additionally, the Complaint Tracking Database is included as Attachment 10.

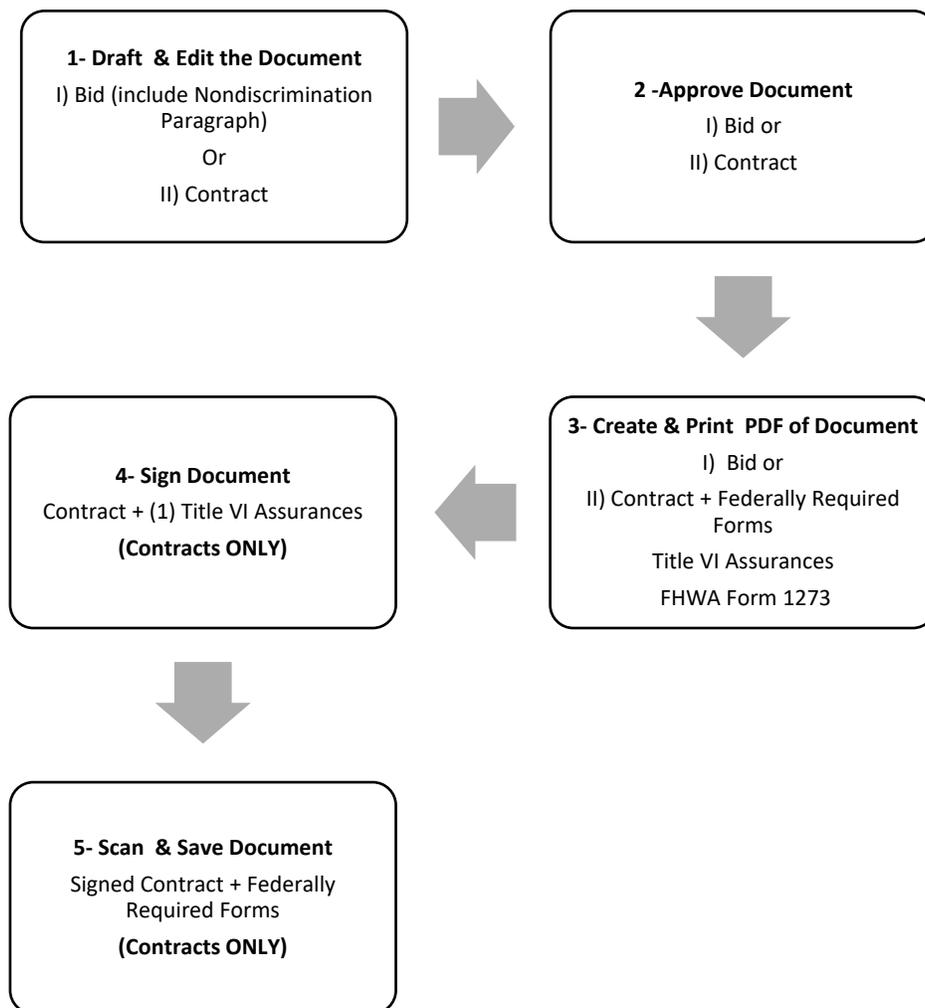
Figure 2 Complaint Procedure Overview



## Handling Agreements

The MPO's Title VI Coordinator is responsible to develop and/or review all bids & contracts to ensure that the Title VI language is incorporated. The MPO follows procedures, illustrated in Figure 3, to monitor solicitations and ensure bids (Requests for Proposals, Request for Qualifications) and agreements (contracts) are conducted in a Title VI Compliant manner. Additionally, the Title VI Coordinator is actively subscribed to updates via TxDOT's Title VI/Nondiscrimination web site and conducts an annual review of the standard assurances and other Title VI language.

Figure 3 Contract Administration Procedure



The Title VI Coordinator has conducted a review of all bids and contracts. Bids must include the following nondiscrimination paragraph from the U.S. DOT Standard Title VI Assurances and are adapted in the MPO’s Standard Title VI/Nondiscrimination Assurances (Attachment 4):

*“The (Title of 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.”*

Contracts must include a copy of the MPO’s Standard Title VI/Nondiscrimination Assurances (Attachment 4) signed by the Chair of the TPC as well as FHWA Form 1273 which is included as Attachment 11. A copy of a FY 2018 Request for Qualifications is included as Attachment 12 (see highlighted text) and a copy of a FY 2018 contract is included as Attachment 13. Additionally, the MPO has utilized PlanSource through

the Houston-Galveston Area Council (HGAC). PlanSource utilizes cooperative procurement sanctions and a competitive bidding process to select a suite of eligible planning firms for entities utilizing their services.

### Making the Public Aware

The MPO follows the public involvement process outlined in the MPO's Public Participation Plan (PPP), included as Attachment 14, for all plan and program development including the Unified Planning Work Program (UPWP), the Transportation Improvement Program (TIP) and the Metropolitan Transportation Plan (MTP), to ensure that Title VI populations are effectively participating in the development process of planning documents.

The MPO uses the following tools for implementation of the PPP:

- MPO web site (corpuschristi-mpo.org)
- Contacts Database
- Social Media: Facebook and Twitter
- GIS Portal
- Public Notices
- Display Ads
- Other media including seeking opportunities for articles in community newsletters, taking part in local radio talk shows, seeking opportunities for local television news coverage, capitalizing on opportunities for cross promotion with our member agencies.

The MPO conducts monthly public meetings and public hearings as needed on the UPWP, the TIP, and the MTP. Voluntary sign-in sheets are used to identify what communities were represented at these public meetings and hearings. As a Transportation Management Area (TMA), the MPO is subject to a joint federal/state formal review process every four years for certification of the planning and public involvement process and all related plans/programs.

### Helping the Limited English Proficiency Community

The MPO developed its Limited English Proficiency (LEP) Plan, nested within the MPO's PPP Attachment 14. An update of the Four-Factor Analysis is included as Attachment 15. The Census Bureau uses four classifications of how well people speak English: "very well", "well", "not well", and "not at all". In the MPO study area Attachment 16 the percentage of the population who speak English "not well" or "not at all" is 3.54%. This is a decrease from the previous assessment of 4.62% in 2012. A survey of MPO staff indicates that less than a handful of encounters occurred in FY 2018 with LEP individuals.

The MPO includes contact information in Spanish on all posted public meeting agendas of the MPO. An agenda from the most recent TPC meeting is included as Attachment 17 (see highlighted portion). The MPO's *Title VI & You* brochure is available in Spanish and posted on the MPO's web site. The MPO's developed a Title VI poster in Spanish located prominently at the MPO Office located at 602 N. Staples Street, #300, Corpus Christi, TX 78401. The MPO's Language Assistance Form is included as Attachment 18 and the MPO's Title VI Online Survey is included as Attachment 19.

## Staff Training

The Title VI Coordinator actively seeks training via webinars and YouTube. Training may include available FHWA, FTA and Justice Department educational sessions. Course training for FY 2018 has included the following:

- YouTube
  - U.S. Department of Justice (DOJ): Communicating Effectively with Limited English Proficient Individuals – (completed by Title VI Coordinator)
  - U.S. Department of Transportation (DOT): Overview of FHWA’s Civil Rights Program Requirements for Local Public Agencies (completed by all MPO staff)
- Webinar Presentations (archived)
  - U.S. DOT’s Disadvantaged Business Enterprise (DBE) Program: The Basics, Region VI Webinar Training (completed by Title VI Coordinator)
  - Federal Transit Administration: DBE Reporting 101 – Counting DBE Participation & Reporting Awards/Achievements with TEAM DBE Reporting Module (completed by Title VI Coordinator)
  - Equal Employment Opportunity - Title VI Information (completed by Title VI Coordinator)
  - Federal Transit Administration: Introduction to Title VI of the Civil Rights Act – Training Overview for FTA Funding Recipients (completed by Title VI Coordinator)
- Instructor-Led Training(September 2018)
  - Environmental Justice course (to be completed by Title VI Coordinator and MPO Office Coordinator)

Any new staff tasked with duties requiring Title VI compliance are trained accordingly.

## Gathering and Measuring Information

The MPO collects and analyzes data to ensure nondiscrimination in the agency’s programs and activities. By utilizing GIS capabilities, the MPO is able to incorporate this data within its planning process. Specifically, the MPO identified performance measures related to equity, accessibility and environmental impact and are included as Attachment 20, Performance Measures Related to Title VI – Data Collection Plan. The MPO uses these performance measures to determine project priority for including in the MTP as well as gauging the overall effectiveness of the transportation system. The MPO has also identified the following:

- Concentration of Households in Poverty (Attachment 21)
- Concentration of Population in Poverty (Attachment 22)
- Concentration of Population with Limited English (Attachment 23)
- Concentration of Hispanic Population (Attachment 24)

## Going Beyond Title VI

The MPO collects and analyzes additional data to ensure nondiscrimination. By utilizing GIS capabilities, the MPO is able to analyze this data to provide a regional snapshot. This data, currently utilized as a quantitative analysis, serves as an additional filter during the decision-making process. The MPO identified the following:

- Concentration of Carless Households (Attachment 25)
- Concentration Elderly Population (Attachment 26)
- Concentration of Female Head of Household (Attachment 27)
- Concentration of Population with Disabilities (Attachment 28)
- Concentration of Youth Population (Attachment 29)



### **Title VI and Related Statutes Nondiscrimination Statement**

No person shall on the grounds of race, color, national origin, sex, age, religion or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

A handwritten signature in blue ink, which appears to read "Terry A. Simpson". The signature is written in a cursive style and is positioned above a horizontal line.

The Honorable Terry A. Simpson, San Patricio County Judge  
Transportation Policy Committee Chair

# Title VI/Nondiscrimination Annual Work Schedule FY 2018

AR = Accomplishments Report, LEP = Limited English Proficiency, LAP = Language Assistance Plan

Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Implementation &amp; Monitoring: Annual planning and review</b>												
Annual planning meeting												
Draft Work Plan												
Approval of Work Plan												
<b>(1) Handling Complaints</b>												
Compile list of complaints												
Update complaint process as necessary												
Develop AR narrative												
<b>(2) Handling Agreements</b>												
Compile list of contract agreements for previous year												
Complete compliance review of contract agreements for previous year												
Develop AR narrative												
<b>(3) Making the Public Aware</b>												
Develop Policy Poster, Determine posting location(s)												
Webpage Update												
Develop narrative for compliance review documentation for inclusion in Accomplishments Report												
<b>(4) Helping the LEP Community</b>												
Conduct Four-Factor Analysis												
Determine if results require change of current policy and procedures and update as necessary												
Develop narrative compliance review documentation for inclusion in Accomplishments Report												
<b>(5) Maintaining Compliance: Staff Awareness (Staff Training)</b>												
Select specific training webinars												
Admin Level Overview-Director and Title VI Coordinator												
All Staff Overview												
LEP Training												
Develop narrative for compliance review documentation for inclusion in Accomplishments Report												
<b>(5) Maintaining Compliance: Gathering and Measuring Information</b>												
Update demographic profile												
Develop narrative for compliance review documentation for inclusion in Accomplishments Report												
<b>(5) Maintaining Compliance: Affirmative Action Program</b>												
Complete compliance review of the previous year's contracts												
Develop compliance review documentation for inclusion in Accomplishments Report												
<b>(5) Maintaining Compliance: Going Beyond Title VI</b>												
Identify low income and high minority communities												
Identify single-parent households												
Identify zero-car households												
Identify older population												
Develop narrative for compliance review documentation for inclusion in Accomplishments Report												

Corpus Christi Metropolitan Planning Organization  
**Title VI/Nondiscrimination Plan**

2018-2020



**EQUITY.  
INCLUSION.  
PARTICIPATION.**

It is our policy to ensure that no person shall on the grounds of race, color, national origin, sex, age or disability be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of our programs and activities.

ADOPTED BY THE  
TRANSPORTATION POLICY COMMITTEE  
AUGUST 2, 2018



### **Transportation Policy Committee (TPC)**

The Honorable Terry A. Simpson, San Patricio County Judge – TPC Chair  
Charles W. Zahn, Jr, Commission Chair, Port Corpus Christi – TPC Vice-Chair  
The Honorable Loyd Neal, Jr, Nueces County Judge  
The Honorable Cathy Skurow, Mayor – City of Portland  
The Honorable Joe McComb, Mayor – City of Corpus Christi  
Edward Martinez, Board Chair, Corpus Christi Regional Transportation Authority  
Chris D. Caron, P.E., District Engineer, TxDOT Corpus Christi District

### **Technical Advisory Committee (TAC)**

Brian DeLatte, P.E., Assistant City Manager, City of Portland – TAC Chair  
(Proxy for Randy L. Wright, City Manager)  
Dr. Raymond Chong, P.E., Traffic Engineer, City of Corpus Christi – TAC Vice-Chair  
(Proxy for Valerie Grey, Executive Director of Public Works, City of Corpus Christi)  
Juan Pimentel, P.E., Director of Public Work, Nueces County  
David L. Krams, P.E., Director of Engineering Services, Port Corpus Christi  
Commissioner Howard Gillespie, Precinct 4 – San Patricio County  
Gordon Robinson, PMP, Director of Planning, Corpus Christi Regional Transportation Authority  
(Proxy for Jorge Cruz-Aedo, CEO)  
Paula Sales-Evans, P.E., Director of Transportation Planning and Development,  
TxDOT Corpus Christi District

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## Introduction

As a recipient of federal assistance, the Corpus Christi MPO (MPO) is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964.

Furthermore, the Federal Highway Administration (FHWA) requires recipients of federal assistance to prepare a plan to clarify its roles, responsibilities, and procedures to ensure compliance with Title VI. The MPO expects all personnel to be aware of and apply the intent of Title VI in performing assigned duties.

## Authorities

The authorities applicable to the MPO's 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);
- **Federal-Aid Highway Act of 1973** (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. §6101 et seq.); (prohibits discrimination on the basis of age);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. §794 et. seq.), as amended, (prohibits discrimination on the basis of disability);
- **Americans with Disabilities Act of 1990**, (ADA), as amended, (42 U.S.C. §12101 et seq.), (prohibits discrimination on the basis of disability);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (Uniform Act), as amended, 42 U.S.C. §4601;
- **The National Environmental Policy Act of 1969**; 42 U.S.C. §4321;
- **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*);
- **49 CFR Part 27** (entitled *Nondiscrimination on the Basis of Disability In Programs or Activities Receiving Federal Financial Assistance*);
- **49 CFR Part 28** (entitled *Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation*);
- **49 CFR Part 37** (entitled *Transportation Services for Individuals with Disabilities (ADA)*);
- **23 CFR Part 200** (FHWA's Title VI/Nondiscrimination Regulation);
- **28 CFR Part 35** (entitled *Discrimination on the Basis of Disability in State and Local Government Services*);
- **28 CFR Part 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- **Texas Administrative Code §9.4**, Civil Rights – Title VI Compliance

The following Executive Orders place further emphasis on preventing discrimination based on race and national origin:

- **Executive Order 12898**, 3 CFR 859 (1995), entitled *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*"; and
- **Executive Order 13166**, 3 CFR 289 (2001), entitled *Improving Access to Services for Persons with Limited English Proficiency.*"

## Policy Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on federal and federally-assisted projects and programs based on race, color, and national origin. Since 1964, additional statutes have prohibited discrimination based on sex (Federal-aid Highway Act of 1973), age (Age Discrimination Act of 1975), and

disability (Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990). Taken together, these requirements define an over-arching Title VI/Nondiscrimination program. Additionally, the Civil Rights Restoration Act of 1987 defined the word “program” to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal assistance.

The following nondiscrimination statement, which was approved and executed by the MPO’s Transportation Policy Committee (TPC) Chair on August 2, 2018 included as Attachment 1.

*No person shall on the grounds or race, color, national origin, sex, age, religion or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.*

## **Standard U.S. Department of Transportation Assurances**

23 CFR 200.9(a) (1) requires assurances from the MPO 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 otherwise be subjected to discrimination under any program or activity for which the recipient receives federal assistance from the U.S. Department of Transportation (DOT), including FHWA.

The Title VI Assurances are signed every three years and forwarded to the Civil Rights Division of the Texas Department of Transportation (CIV) or when the TPC chair changes. The MPO’s Title VI Assurances signed by the TPC’s chair are included as Attachment 2.

## **Title VI Coordinator**

The MPO’s Title VI/Nondiscrimination program has been established in accordance with federal rules under 23 CFR Part 200. In accordance with CFR 200.9(b) (1), the Assistant Transportation Planning Director, Brigida Gonzalez or designee, serves as the MPO’s Title VI/Nondiscrimination Coordinator (Coordinator). With support from the MPO’s administration, the Coordinator is responsible for all aspects of the MPO’s Title VI/Nondiscrimination program and has been delegated sufficient authority and responsibility to effectively carry out the duties assigned to this position. The coordinator works to ensure that there is demonstrated commitment on the part of the administration to enforce Title VI and is responsible for overall Title VI program implementation. Specifically, the Coordinator has the authority and responsibility to implement the Title VI/Nondiscrimination program by:

- Assisting personnel to correct Title VI problems or discriminatory practices or policies found through self-monitoring and review activities;
- Being the focal point for Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance;
- Ensuring that Title VI requirements are included in policy directives and that the procedures used have built in safeguards to prevent discrimination;
- Implementation of procedures for the prompt processing of Title VI discrimination complaints;
- Attendance at training on Title VI and other nondiscrimination authorities including but not limited to environmental justice;
- Efforts to coordinate the development and implementation of a Title VI and related statutes training program;

- Developing Title VI information for public dissemination, and where appropriate, in languages other than English
- Maintain meeting agendas/minutes demonstrating that civil rights requirements are being addressed by the coordinator;
- Maintain list of external discrimination complaints and lawsuits;
- Prepare the MPO's *Title VI/Nondiscrimination Annual Work Plan and Accomplishment Report* (See MPO website <http://www.corpuschristi-mpo.org>).

The Resolution signed on August 2, 2018 by the TPC Chair designating the Coordinator is included as Attachment 3. The MPO's organizational chart, included as Attachment 4, depicts the relationship the Coordinator has with the MPO.

## **Data Collection/Reporting/Analysis**

Statistical data on race, color, national origin, sex, age, and disability of participants in and beneficiaries of the MPO's programs is gathered annually and analyzed to determine the transportation investment benefits and burdens to the population including minority and low-income populations. Beneficiaries include relocatees, impacted citizens and affected communities. Collecting, analyzing and maintaining statistical data are crucial elements of the Title VI/Nondiscrimination program because they constitute an effective mechanism by which to numerically assess the reach and impact of program funds.

The MPO's Title VI/Nondiscrimination Program is responsible for collecting Title VI/Nondiscrimination-related data and analyzing the data annually to identify and address any trends or patterns of discrimination. Data collection is key to ensuring that transportation programs, services, facilities and projects effectively meet the needs of "all persons" without discrimination (i.e., disproportionately benefiting or harming one group over another is a violation of Title VI). Based on Title VI implementing regulations, the MPO is required to:

- Provide for the collection of data and information to demonstrate effective enforcement of Title VI
- Collect data about beneficiaries
- Analyze the data and information collected
- Eliminate discrimination if found
- Take affirmative measures to ensure nondiscrimination

### **Data Collection**

The MPO is responsible for collecting data on race, color, national origin, sex, age, and disability. Additional data can include language spoken and income status. Potential sources of data and analysis tools:

- Census Data
- School Districts
- Forms or Surveys
- Management Systems (Pavement and Congestion)
- Land Use Plans
- Geographic Information Systems
- Transportation Models
- MPO Committees (Technical Advisory Committee, Transportation Policy Committee)

### **Analysis**

Once the Title VI data is collected, the data must be analyzed for the purpose of identifying patterns of discrimination. The MPO is responsible for analyzing the data collected and recommending corrective

action, as appropriate. A pattern of discrimination may result from a specific process, procedure, or as a result of a process or procedure being implemented in a discriminatory manner.

Types of analysis to address compliance with Title VI include:

- Percent of benefits allocated to persons below the poverty line versus persons above the poverty line
- Distribution of benefits (dollars, facilities, systems, projects) by groups and communities
- Allocation of funds by mode (highway, multi-modal, etc.)
- Impact of investments on income, race, sex, disability, and age groups
- Projected population increases versus planned facilities and type of facilities
- Impacts of location of existing or proposed facilities connected with a project
- Alternatives to modes, locations, and types of facilities
- Language needs assessment
- Transportation needs of all persons within boundaries of plans of projects
- Persons included in the decision making process
- Strategies to address impacts
- Priorities for investment
- Sources for financing investments
- Strategies to disseminate information

When determining compliance with Title VI, the MPO needs to consider the following:

- The manner in which services are or will be provided and the related data necessary for determining whether any persons are or will be denied such services on the basis of their protected class as defined by Title VI related authorities
- The population eligible to be served by race, color, national origin, sex, age, disability or income status
- Data regarding covered employment, including use or planned use of bilingual public contact employees servicing beneficiaries unable to speak or understand English
- The location of existing or proposed facilities connected with the program, and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any persons on the basis of prohibited discrimination
- The present or proposed membership by race, color, national origin, sex, disability, age, or income status in any planning or advisory body which is an integral part of the program
- Where determination of location is involved, the requirements and steps used or proposed to guard against unnecessary impact on persons on the basis of race, color, national origin, sex, disability, age, or income status

### **Reporting of Data**

The MPO analyzes these data annually. Results of this analysis are included in the *Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report* (see section in this document titled “Work Plan & Accomplishment Report”).

### **Complaint Procedures**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subject to discrimination prohibited by Title VI of the Civil Right Act of 1964, as amended, may file a complaint with the MPO. A complaint may also be filed by a representative on behalf of such a person or group.

Complaints submitted shall be in writing and must be signed by the complainant and/or the representative. Complainants can complete the MPO's Discrimination Complaint Form available on the MPO's website in English and in Spanish and are available as Attachments 5 and 6. Additionally, information on how to file a complaint is available on the MPO's web site at [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org).

### **Roles and Responsibilities**

The Coordinator is charged with the primary responsibility of processing Title VI Discrimination Complaints received by the MPO. All discrimination complaints received by the MPO must be referred to the Coordinator for review and action. The MPO processes complaints consistent with FHWA's External Discrimination Complaint Handling Procedures: (<http://www.fhwa.dot.gov/civilrights/programs/finalcomplaintmanual110410.cfm>) which includes maintaining a complaint log, using form letters, and its investigative process.

### **Timeframe for Filing Complaints**

In order to have the complaint considered under Title VI, the complaint must be filed no later than 180 days after:

- The date of the alleged act of discrimination; or
- The date the person(s) became aware of the alleged act(s) of discrimination; or
- Where there has been a continuing course of conduct, the date on which that conduct was discovered

In either case, the MPO may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for doing so.

### **Processing Complaints**

Complaints shall set forth, as fully possible, the facts and circumstances surrounding the alleged discrimination. In the event that a person makes a verbal complaint to MPO personnel, that person shall be interviewed by the Coordinator. If necessary, the Coordinator will assist the person in documenting the complaint in writing and submitting the written version to the person for signature.

Within 10 days of receipt of the complaint, the MPO will acknowledge receipt, inform the complainant of action proposed or taken, and advise the complainant of other avenues of redress available, such as filing with the CIV at TxDOT headquarters or with the Investigation and Adjudications Unit at FHWA Headquarters Office of Civil Rights and the DOT. Complainants are also provided a copy of the MPO's Title VI/Nondiscrimination informational brochure, included as Attachment 7.

Title VI complaints filed directly with the MPO will be processed in accordance with CIV and FHWA approved complaint procedures as required under 23 CFR 200.9(b)(3). However, CIV and FHWA have the authority for making all final decisions, including dismissing complaints and issues letters of findings. All complaints are investigated unless:

- The complaint is withdrawn by the complainant
- The complainant fails to provide required information after numerous attempts
- The complaint is not filed timely
- The complaint is involving an issue other than discrimination or if the complaint is not based on a protected class
- Complaints filed under Title VI with the MPO in which the MPO is named as the respondent will be forwarded to CIV within 10 days of receipt of the allegation for processing. The following information will be provided to CIV:
  - Name(s), address(es), and phone number(s) of the complainant(s)
  - Names(s) and address(es) of alleged discriminating official(s)

- Basis of complaint (i.e., race, color, national origin, sex, age, disability)
- Date of alleged discriminatory act(s)
- Date of complaint received by the MPO
- A statement of the complaint
- Other agencies (state, local or federal) where the complaint has been filed
- An explanation of the actions the MPO has taken or proposed to resolve the issue raised in the complaint

### **Investigative Process**

Within 60 days of the receipt of the complaint, the MPO will conduct and complete an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the MPO's TPC. A copy of the report will be forwarded to CIV. The complaint will be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings. No information is disclosed to MPO personnel or any other party not involved in the investigative process.

### **Developing an Investigative Plan**

An Investigative Plan (IP) will be prepared to define the issues and lay out the blueprint to complete the investigation. The IP is used to keep the investigation on track and focused on the issues and sources of evidence or corroboration. The IP outline is as follows:

- Complainant(s) name and contact information, and that of their attorney, if applicable
- Respondent name and contact information, and that of their attorney, if applicable
- Applicable laws and regulations
- Allegation(s)/Issues(s)
- Theory(ies) of discrimination (for Title VI only)
- Background
- Interviewee(s) name and contact information
- Questions for the complainant (s), respondent(s), and interviewee(s)
- Evidence to be obtained
- Estimated investigation time line
- Remedy sought by the complainant(s)

### **Complaint Log**

The MPO maintains a complaint database to document all activity related to the complaint. Information captured includes:

- Complainant's name and if provided, race, color, age, sex, disability, and national origin
- Respondent's name
- Basis(es) of the discrimination complaint
- Allegation(s)/Issue(s) surrounding the discrimination complaint
- Date the discrimination complaint was filed
- Date the investigation was complete
- Disposition
- Disposition date
- Other pertinent information

### **Preparing the Report of Investigation**

A Report of Investigation (ROI) will be prepared setting forth all the relevant facts obtained during the investigation. The ROI will include a finding for each issue and recommendations, where necessary.

Documentation regarding any attempts and outcomes that were made to resolve the complaint prior to the initial receipt of the written complaint will be summarized in the ROI. The ROI and recommended decision will be forwarded to CIV.

## **Dissemination of Title VI Information**

In accordance with 23 CFR 200.9(a) (12), the MPO is required to develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.

### **Notification to Beneficiaries**

The MPO's website has been updated to ensure Title VI information is readily accessible to the public. The website informs the public of their rights under Title VI as well as provides information on how to file a complaint. Title VI information available on the MPO's website includes:

- Title VI/Nondiscrimination Plan
- Language Assistance Plan (part of the MPO's Public Participation Plan)
- Title VI/Nondiscrimination Policy Statement (Attachment 1)
- Title VI Nondiscrimination Assurances (Attachment 2)
- Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report
- Discrimination Complaint Form (English and Spanish) (Attachments 5 & 6)
- Title VI Brochure (Attachment 7)
- Title VI Poster (Attachment 8)
- TxDOT's *Title VI/Nondiscrimination Technical Assistance Guide for Subrecipients* (<https://ftp.dot.state.tx.us/pub/txdot-info/civ/nondiscrimination-tag.pdf>)
- Limited English Proficiency (<https://www.fhwa.dot.gov/civilrights/programs/lep.cfm>)

The above information is located on the MPO's website at [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org).

### **Contents of Notification**

Information presented on the MPO's website and in other guidance details the MPO's Title VI/Nondiscrimination obligations and notifies members of the public of the protections against discrimination afforded to them by Title VI and other nondiscrimination requirements, including information on how to file a discrimination complaint.

## **Limited English Proficiency**

Executive Order 13166, entitled "Improving Access to Services by Persons with Limited English Proficiency" requires federal agencies to assess and address the needs of otherwise eligible persons seeking access to federally conducted programs and activities who, due to Limited English Proficiency (LEP), cannot fully and equally participate in or benefit from those programs and activities. LEP individuals are those who do not speak English as their primary language and have a limited ability to read, write, speak, or understand English as a result of their national origin. These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

The U.S. Department of Justice LEP guidance advises each federal department or agency to "take reasonable steps to ensure 'meaningful' access to LEP individuals to the information and services they provide." It further explains that the identification of "reasonable steps" to ensure meaningful access will be contingent on a four-factor analysis which includes:

- The number or proportion of LEP persons in the eligible service
- The frequency with which LEP individuals come in contact with the program
- The importance of the service provided by the program
- The resources available to the agency

The MPO's Language Assistance Plan (LAP) has been developed to ensure information and services are accessible to LEP individuals by providing guidance on translation, interpretation, and outreach services for LEP individuals seeking access to MPO programs. The MPO will annually monitor the LAP to evaluate its effectiveness in serving LEP individuals and modify it accordingly. To further implement the LAP, the MPO annually conducts a four-factor analysis included in and develops an LEP Work Plan, a subset of the Title VI Work Plan to improve access for LEP individuals in the area it serves. Additionally, the MPO will annually re-evaluate the changes in demographics, services and programs, and other factors that should be considered when determining LEP needs. This annual assessment will help guide the MPO in determining what changes, if any, are needed to update its LAP. The MPO's LAP is nested within the Public Participation Plan and is available on the MPO's website at [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org).

## **Environmental Justice**

Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires a federal agency to achieve environmental justice (EJ) as a part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations. FHWA and TxDOT require the MPO to carry out EJ responsibilities as part of its nondiscrimination program.

### **Identification of Minority and Low-Income Populations**

The MPO utilizes data from the U.S. Census Bureau, public outreach (scoping meetings, public meetings, and public hearings), information on poverty guidelines from the Department of Health and Human Services, and local agency coordination (including, but not limited to the MPO's member agencies, local elected officials, municipalities, etc.) to establish demographic characteristics and trends. The data is used to identify and engage traditionally underserved populations, including those covered under existing EJ policies, as well as LEP populations.

## **Public Participation Plan**

The MPO maintains its Public Participation Plan (PPP), which demonstrates how the MPO provides opportunities for public review and comment at key decision points during the transportation planning process as required by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (Map-21). The PPP is available on the MPO's website at [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org).

The MPO informs the public and stakeholders about proposed plans and projects during the transportation planning process, including development of the following:

- Metropolitan Transportation Plan (MTP) (long-range plan)
- 10-year Plan (projects programmed in year 1-10 of the MTP)
- Transportation Improvement Plan (TIP) (fiscally constrained plan that captures years 1-4 of the MTP)
- Unified Planning Work Program (UPWP) (describes transportation planning and related activities to be performed during the year by the MPO and member agencies)
- Public Participation Plan
- Other plans and/or studies

During the various transportation planning processes, the MPO also seeks input from various stakeholders on specific projects and issues. Notification of any actions taken, to include how and where to obtain a copy of the subject document, the time and date of the public hearing, and instructions to those interested in providing comments, are provided as defined in the MPO's PPP.

All other interested parties are provided notice of the comment period and public hearings via the MPO's website and in the Corpus Christi Caller-Times (CALLER). Interested parties are able to access planning documents at the MPO's website.

Written comments can be provided to the MPO's personnel or can be mailed directly to the MPO's office, 602 N. Staples Street, Ste. 300, Corpus Christi, Texas 78401. Copies of all documents are available for review at the location of the public hearing.

The MPO's public involvement process typically allows for at least 30 calendar days from the date the public hearing notice appears on the MPO's website or is required in the Legal Section of the CALLER for the public to review and comment (in writing or in person at the public hearing) on a planning document before it is adopted.

At least once every three years (after the adoption date of the PPP), the MPO will review and solicit comments from stakeholders for a period of not less than 45 calendar days regarding the effectiveness of the consultation process outlined in the PPP as well as any proposed changes to the PPP. A specific request for comments will be directed to local elected officials and member agencies.

### **Informing Interested Parties, Consultation and Coordination with Agencies and Officials**

To ensure that all stakeholders are included in the transportation planning process and during the development of the PPP and other plans and programs referenced in it, the MPO provides opportunities for stakeholders and the public to participate during public meetings and stakeholder working sessions as well as providing the public with access to all planning documents on the MPO's website. Meeting schedules for the MPO's technical working group, the Technical Advisory Committee, and the MPO's top-level decision-making body, the Transportation Policy Committee, which can include public hearings, are available on the MPO's website: [www.corpuschristi-mpo.org/calendar/2018\\_meetingcalendar.pdf](http://www.corpuschristi-mpo.org/calendar/2018_meetingcalendar.pdf).

The MPO's stakeholder and public participation activities are intended to solicit meaningful input and include the following objective and subsequent policies (extracted from the PPP):

#### **OBJECTIVE 1**

The MPO shall actively engage the public in the transportation planning process according to State and Federal law and the policies outlined in this plan.

##### **Policy 1.1: Informing Interested Parties**

The MPO shall make a good faith effort to inform those who are interested in or affected by transportation decisions about reasonable opportunities to provide input on the metropolitan planning process. To accomplish this, the MPO shall maintain up to date contact information for the following:

- Citizens expressing an interest in transportation planning activities
- Elected officials
- Local government staff
- Transportation agencies (public ports, airports, transit, etc.)
- Local media (TV, radio, print, etc.)
- Homeowners associations
- Civic groups
- Special interest groups (other interested parties)
- Libraries (for public display)
- Native American Tribal Council
- Faith-based organizations
- Private freight shippers

- Representatives of public transportation employees
- Providers of freight transportation services
- Representatives of users of public transportation
- Representatives of users of pedestrian walkways and bicycle transportation facilities
- Representatives of individuals with disabilities
- Economic development organizations
- Private providers of transportation including intercity bus operators and employer-based community programs (such as carpools, vanpools, shuttle, transit benefits, parking cash-out, or telework programs)

**Policy 1.2:** Consultation with Agencies and Officials

The MPO shall make a good faith effort to consult with agencies responsible for other planning activities that are affected by transportation as well officials responsible for other planning activities. This shall include federal, state and local agencies responsible for land use management, natural resources, conservation and historic preservation, emergency response, tourism, natural disaster risk reduction, environmental protection and other environmental issues. To accomplish this, the MPO shall maintain up to date contact information for the following:

- Coast Guard
- Homeland Security
- National Parks Service (Department of Interior)
- US Fish and Wildlife Service
- US Environmental Protection Agency
- US Geological Survey
- Bureau of Indian Affairs
- Bureau of Land Management
- Forest Service (US Department of Agriculture)
- National Marine Fisheries
- Texas Parks and Wildlife
- Texas Historical Commission
- General Land Office
- Texas Commission on Environmental Quality
- Local Emergency Planning Committee (Corpus Christi)
- Corpus Christi Convention & Visitors Bureau

**Policy 1.3:** Coordination with Agencies and Officials

The MPO shall make a good faith effort to coordinate its metropolitan transportation planning process with other planning activities affected by transportation including:

- a) Statewide transportation planning, public involvement, and consultation activities
- b) Any other planning activities affected by transportation

**Public Involvement Tools**

The MPO utilizes the following methods to communicate information regarding planning activities and opportunities for public and stakeholder participation:

- MPO's website
- Notices Published in the Legal Section of the CALLER

- MPO's Contacts Database
- Social Media (Facebook and Twitter)
- YouTube

## Compliance and Enforcement Procedures

The Coordinator ensures that staff, subrecipients/consultants, and beneficiaries are educated and informed regarding their Title VI roles and responsibilities as described below:

- Ensures inclusion of nondiscrimination language in contracts, Requests for Proposals (RFPs), and Request for Qualifications (RFQs)
- Provides Title VI compliance requirements to all subrecipients/consultants as part of the contracting process
- Ensures that all subrecipients/consultants verify their compliance with nondiscrimination authorities, procedures, and requirements
- Works with subrecipients/consultant who are not in compliance with Title VI to correct the deficiency, including providing technical assistance and guidance. *If the subrecipient/consultant does not correct the deficiency, the Coordinator may take corrective action or implement other remedies as provided in the executed agreement.*
- Reviews outreach activities to ensure small, disadvantaged, minority, women and disabled veteran businesses are not excluded from participating in opportunities to compete for consulting contracts
- Ensuring nondiscrimination in the award of contracts in connection with projects receiving federal financial assistance:
  - Participate in TxDOT's Disadvantaged Business Enterprise (DBE) Program
  - Provide technical assistance to DBE's on Title VI compliance matters
  - Participate in outreach forums through public and private organization to increase small business participation in federal aid contracts
  - Develop methods to distribute information related to the agency's procurement opportunities through various media outlets to provide all bidders with access to contracting information and opportunities
  - Ensure that the bidding and contract award procedures are consistent with the nondiscrimination and affirmative action requirements of Title VI
  - Periodically review outreach activities to ensure small, disadvantaged, minority, and women-owned businesses are invited to participate;

## Annual Work Plan & Accomplishment Report

In order to monitor and implement the MPO's Title VI/Nondiscrimination Plan, the MPO develops an *Annual Work Plan & Accomplishment Report*. The Work Plan organizes and coordinates tasks into a scheduled, implementation framework. The Accomplishment Report documents the results of this framework. This report is forwarded to CIV at the end of each fiscal year and can be found at the MPO's website: [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org).

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## Attachments

Attachment 1- Title VI/Nondiscrimination Policy Statement

Attachment 2- Title VI Assurances

Attachment 3- Title VI/Nondiscrimination Coordinator

Attachment 4- Corpus Christi MPO Organization Chart

Attachment 5 - Discrimination Complaint Form (English)

Attachment 6 - Title VI/Nondiscrimination Brochure

Attachment 7 - Title VI/Nondiscrimination Poster (English and Spanish)

## Attachment 1 - Title VI/Nondiscrimination Policy Statement



### Title VI and Related Statutes Nondiscrimination Statement

No person shall on the grounds of race, color, national origin, sex, age, religion or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

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The Honorable Terry A. Simpson, San Patricio County Judge  
Transportation Policy Committee Chair

## Attachment 2- Title VI Assurances



### Standard Title VI/Nondiscrimination Assurances

The (**Corpus Christi Metropolitan Planning Organization**) (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, is subject to and will comply with the following:

#### STATUTORY / REGULATION 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);

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 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 nondiscrimination 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 Department of Transportation programs:

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 Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
 

*“The (Corpus Christi Metropolitan Planning Organization), 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 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. 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, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

## 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, the 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. **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, 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 the Federal Highway 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 Nondiscrimination 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.

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, **(Corpus Christi Metropolitan Planning Organization)** also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT 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 USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, 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.

**(Corpus Christi Metropolitan Planning Organization)** 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. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, 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 authorized to sign this ASSURANCE on behalf of the Recipient.



The Honorable Terry A. Simpson, TPC Chair  
Corpus Christi Metropolitan Planning Organization

## APPENDIX B

### 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 **(Corpus Christi Metropolitan Planning Organization)** 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 Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration 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, Nondiscrimination 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 the **(Corpus Christi Metropolitan Planning Organization)** 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 **(Corpus Christi Metropolitan Planning Organization)** 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 **(Corpus Christi Metropolitan Planning Organization)**, its successors and assigns.

The **(Corpus Christi Metropolitan Planning Organization)**, 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 **(Corpus Christi Metropolitan Planning Organization)** 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 nondiscrimination 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 in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF 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 (*Corpus Christi Metropolitan Planning Organization*) 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 Nondiscrimination covenants, (*Corpus Christi Metropolitan Planning Organization*) 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 Nondiscrimination covenants, the (*Corpus Christi Metropolitan Planning Organization*) 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 (*Corpus Christi Metropolitan Planning Organization*) and its assigns.\*

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

## APPENDIX D

### 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 **(Corpus Christi Metropolitan Planning Organization)** 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, **(Corpus Christi Metropolitan Planning Organization)** 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 Nondiscrimination covenants, **(Corpus Christi Metropolitan Planning Organization)** will there upon revert to and vest in and become the absolute property of **(Corpus Christi Metropolitan Planning Organization)** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear 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 nondiscrimination statutes and authorities; including but not limited to:

### PERTINENT NONDISCRIMINATION AUTHORITIES:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 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, subrecipients 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 Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**Attachment 3 - Title VI/Nondiscrimination Coordinator**



METROPOLITAN PLANNING ORGANIZATION

**Title VI/Nondiscrimination Coordinator**

**RESOLUTION**

**WHEREAS**, the federal government enacted Title VI of the Civil Rights Act of 1964, as amended, to prevent discrimination on the grounds of race, color, sex, age disability or national origin and to ensure that individuals are not excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, sex, age, disability, religion or national origin;

**WHEREAS**, throughout the years, additional regulations, statutes, directives, cases and executive orders have been passed which expand the breadth of Title VI; and

**WHEREAS**, it is a requirement of the Texas Department of Transportation and Federal Highway Administration that agencies receiving federal financial assistance adopt a Title VI Plan; and

**WHEREAS**, it is a requirement of the Texas Department of Transportation and Federal Highway Administration the agencies receiving federal financial assistance to designate a Title VI/Nondiscrimination Coordinator.

**NOW, THEREFORE BE IT HEREBY RESOLVED THAT:**

The Corpus Christi Metropolitan Planning Organization designates Brigida C. Gonzalez, Interim Transportation Planning Director, as the MPO's Title VI/Nondiscrimination Coordinator.

Submitted by:

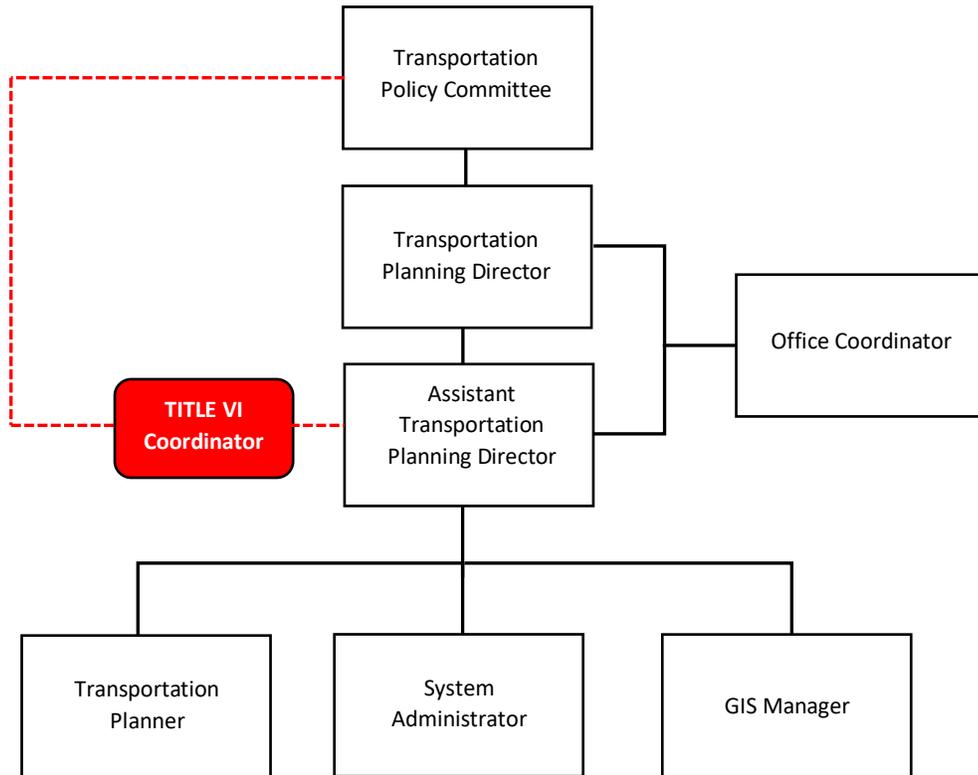
I hereby certified this resolution was adopted by the Transportation Policy Committee (TPC) of the MPO of August 2, 2018:

The Honorable Terry A. Simpson, TPC Chair  
Corpus Christi Metropolitan Planning Organization

Brigida C. Gonzalez,  
Interim Transportation Planning Director  
Corpus Christi Metropolitan Planning Organization

# Attachment 4 - Corpus Christi MPO Organizational Chart

## Corpus Christi MPO Organizational Chart



# Attachment 5 - Discrimination Complaint Form (English)

Corpus Christi Metropolitan Planning Organization

## Discrimination Complaint Form

The Corpus Christi Metropolitan Planning Organization (MPO), as a recipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any agency programs or activities. These prohibitions extend from the MPO, as a direct recipient of federal financial assistance, to its sub-recipients (e.g., contractors, consultants, local governments, colleges, universities, etc). All programs funded in whole or in part from federal financial assistance are subject to Title VI requirements. The Civil Rights Restoration Act of 1987 extended this to all programs within an agency that receives federal assistance regardless of the funding source for individual programs.

Upon request, reasonable accommodations may be made for persons who are unable to complete the complaint form due to disability or limited-English proficiency. A complaint may be filed by a representative on behalf of a complainant. The complaint must be **filed** no later than 180 calendar days from the most recent date of the alleged discrimination. The **filing date** is the day you complete, sign, and mail this complaint form. The complaint form and consent/release form must be dated and signed for acceptance. You have 30 calendar days to respond to any written request for additional information. Failure to do so will result in the closure of the complaint. For assistance, call (361) 884-0687 or e-mail [ccmpo@cctxmpo.us](mailto:ccmppo@cctxmpo.us). Submit signed original forms by mailed or deliver to:

**Corpus Christi Metropolitan Planning Organization**  
**ATTN: Title VI Coordinator**  
**602 N. Staples Street, Suite 300**  
**Corpus Christi, TX 78401**

Please read all information carefully before you begin to complete form.

_____ First Name	_____ MI	_____ Last Name	
_____ Street Address	_____ City	_____ State	_____ Zip
_____ Telephone Number	_____ e-mail Address		

### Who do you believe discriminated against you?

_____ First Name	_____ MI	_____ Last Name	
_____ Name of Business/Organization	_____ Position/Title		
_____ Street Address	_____ City	_____ State	_____ Zip

When did the alleged act(s) of discrimination occur? List all dates in mm/dd/yyyy format.

\_\_\_\_\_  
Is the alleged discrimination ongoing?  Yes  No

Where (location) did the alleged act(s) of discrimination occur? *Attach additional pages as needed.*

\_\_\_\_\_



# Attachment 6 - Title VI/Nondiscrimination Brochure

This brochure is designed to help you understand your rights under Title VI of the Civil Rights Act of 1964.

**Who may file a complaint?**  
A Title VI complaint may be filed by any individual or individuals who allege they have been subjected to discrimination or adverse impact under any MPO program or activity based on race, color, national origin, gender, age or disability.

**What information is included in a Title VI complaint?**  
A signed, written Title VI complaint must be filed within 180 days of the date of the alleged act of discrimination. The complaint must include the following information:

- Your name, address and telephone number. If you are filing on behalf of another person, include their name, address, telephone number and your relation to the complainant (e.g., friend, attorney, parent, etc.).
- The name and address of the agency, program or organization that you believe discriminated against you.
- A description of how, why and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.
- Your signature

**What will the MPO do with my complaint?**  
Upon receipt, the MPO will investigate the allegations and an attempt will be made to resolve the violations found. The program in which the alleged discrimination occurred will be examined to ensure that the complaint was filed with the appropriate agency. MPO staff will determine the appropriate fact finding process and an investigation will be completed with 60 days of receiving the complete complaint. Within 10 days of completing the investigation, the complainant will be notified by the MPO Transportation Planning Director.

**Compliant Forms**  
To file a Title VI complaint, you may obtain the necessary forms online by visiting: [www.corpuschristi-mpo.org/02\\_about\\_titlevi.html](http://www.corpuschristi-mpo.org/02_about_titlevi.html) or by contacting the MPO office at the phone number listed below.

Mail the **Title VI Complaint Form and Discrimination Compliant Consent / Release Form** to:

**Corpus Christi Metropolitan Planning Organization**  
602 N. Staples Street, Suite 300  
Corpus Christi, TX 78401

**Phone: (361) 887-0687**

If you have speech or hearing impairment, dial Texas Relay at 1-800-75-2988 or 711



602 N. Staples Street, Suite 300  
Corpus Christi, TX 78401  
Phone: (361) 884-0687  
E-mail: [cmpo@cctmpo.us](mailto:cmpo@cctmpo.us)

Prepared by Linc Corpus Christi Metropln Planning Organization May 2018

## Title VI and you...



**EQUITY.  
INCLUSION.  
PARTICIPATION.**

It is our policy to ensure that no person shall on the grounds of race, color, national origin, sex, age or disability be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of our programs and activities.

"Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination." *President John F. Kennedy, in his message calling for the enactment of Title VI, 1963*

**What is Title VI?**  
Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals and groups from discrimination on the basis of their race, color and national origin in programs and activities that receive federal financial assistance. However, the Federal Highway Administration's (FHWA) reference to Title VI includes other civil rights provisions of federal statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving federal financial assistance.

**MPO's Title VI Policy**  
Pursuant to Title VI of the Civil Rights Act of 1964 as amended, the Restoration Act of 1987 and other nondiscrimination authorities, it is the policy of the MPO that discrimination based on race, color, national origin, sex, age or disability shall not occur in connection with any of its programs or activities.

The MPO's efforts to prevent discrimination will address, but not be limited to, a program's impact upon access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigation of complaints, allocation of funds, prioritization of projects and the functions of planning, project development, design, right-of-way acquisition, construction and research.

**Authorities**  
The two main authorities enabling Title VI implementation, compliance and enforcement are the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. However, other statutes, laws, regulations, executive orders and the United States Constitution provide guidance for the effective execution of the objectives of Title VI.

**Title VI and you...**

These include:

- Federal-Aid Highway Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990
- Age Discrimination Act of 1975
- Uniform Relocation Act of 1970
- Executive Orders 12898 and 13166

**Title VI Compliance**  
Title VI compliance is a situation where the MPO has effectively implemented all the Title VI requirements or can demonstrate that every good faith effort has been made toward achieving this end.

Pursuant to 23 USC 602, the FHWA's primary recipient is the State Highway (Transportation) Agency. In Texas, TxDOT is that primary recipient. TxDOT (and its subrecipients, and contractors) irrespective of tier, is required to prevent discrimination and ensure nondiscrimination in all programs and activities whether they are federally funded or not.

Subrecipients of federal assistance include cities, counties, contractors, consultants, suppliers, universities, colleges and planning agencies, such as the MPO. The MPO will address any discovered instance of discriminatory distribution or program access to or use of services and or benefits.

**Programs Covered**  
Federally assisted programs include any highway project, program or activity for the provision of services and/or other benefits. Such programs include education or training, work opportunities, housing or other services, whether provided directly by the MPO or indirectly through contracts or other arrangements with other agents.

**Title VI and you...**

**What discrimination is prohibited under the MPO's Title VI program?**  
Discrimination under our Title VI Program is an action or inaction, intention or not, through which any intended beneficiary, solely because of race, color, national origin, gender, age or disability has been otherwise subjected to unequal treatment or impact under any MPO program or activity receiving federal financial assistance.

Discrimination based on the ground referenced above limit the opportunity for individuals and groups to gain equal access to services and programs. In administering federally assisted programs and activities, the MPO cannot discriminate either directly or through contractual or other means by:

- Denying program services, financial aids or other benefits;
- Providing different programs services, financial aids or other benefits, or providing them in a manner different from that provided to others;
- Segregating or separately treating individuals or groups in any matter related to the receipt of any program service or benefit;
- Restricting in any way the enjoyment of any advantage or privilege enjoyed by others receiving any program service or other benefits;
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body;
- Denying person(s) the opportunity to participate in the program through the provision of services, or affording the opportunity to do so differently from those afforded others.

## Attachment 7 - Title VI/Nondiscrimination Poster (English)



# Title VI

## Protecting your civil rights is good business

It is our policy to ensure that no person shall on the grounds of race, color, national origin, sex age or disability be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of our programs and activities.

The Corpus Christi Metropolitan Planning Organization (MPO) hereby gives public notice that it is the policy of the MPO to assure full compliance with Title VI of the Civil Rights Acts of 1964, the Civil Rights Restoration Act of 1987 and related statutes and regulations in all programs and activities.

### EQUITY. INCLUSION. PARTICIPATION.

The Corpus Christi MPO, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, will not discriminate against any person on the grounds of race, religion, color, national origin, sex, age or disability, or otherwise be denied the benefits of, or otherwise subjected to discrimination.

Any person who believes they have been subjected to unlawful discriminatory practices under Title VI has the right to file a formal complaint. Any such complaint must be filed in writing or in person with the MPO 602 N. Staples St, #300, Corpus Christi, TX 78401 within 180 days following the date of the alleged discriminatory action.



## Attachment 7 - Title VI/Nondiscrimination Poster (Spanish)



# Título VI

## Protección Sus Derechos Civiles es Buen Negocio

Es nuestra política de que ninguna persona en base de a su raza, color, origen nacionalidad, sexoj, edad or incapacidad, se excluirá de la participar en, negar los beneficios de, o someter a discriminación bajo de nuestros programas y actividades.

Organización de Planificación Metropolitana de Corpus Christi (MPO) se da aviso público que es la política de la MPO para asegurar la plena conformidad con el Título VI de Los Actos de los Derechos Civiles de 1964, la ley de Restauración de Derechos Civiles de 1987 y relacionados con los estatutos y reglamentos en todos los programas y actividades.

**EQUIDAD.  
INCLUSIÓN.  
PARTICIPACIÓN.**

El MPO de Corpus Christi, como receptor de asistencia financiera Federal y bajo el Título VI de la ley de derechos civiles de 164 y relacionados con los estatutos, no discriminará a ninguna persona por motivos de raza, religión, color, origen nacional, sexo, edad o discapacidad, o de lo contrario ser negado los beneficios de, o esté sometido a discriminación.

Cualquier persona que crea que haya sido sometidos a prácticas discriminatorias ilegales bajo el título VI tiene derecho a presentar una queja formal. Cualquier denuncia debe ser presentada por escrito o en persona con el MPO, 602 N. Staples St, #300, Corpus Christi, TX 78401 dentro de los 180 días siguientes a la fecha de la supuesta acción discriminatoria.

**CORPUS CHRISTI  
MPO**  
METROPOLITAN PLANNING ORGANIZATION  
[www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org)



### **Standard Title VI/Nondiscrimination Assurances**

The (**Corpus Christi Metropolitan Planning Organization**) (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, is subject to and will comply with the following:

#### **STATUTORY / REGULATION 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);

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 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 nondiscrimination 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 Department of Transportation programs:

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 Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
 

*“The (Corpus Christi Metropolitan Planning Organization), 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 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. 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, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

## 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, the 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. **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, 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 the Federal Highway 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 Nondiscrimination 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.

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, **(Corpus Christi Metropolitan Planning Organization)** also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT 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 USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, 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.

**(Corpus Christi Metropolitan Planning Organization)** 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. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, 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 authorized to sign this ASSURANCE on behalf of the Recipient.



The Honorable Terry A. Simpson, TPC Chair  
Corpus Christi Metropolitan Planning Organization

## APPENDIX B

### 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 **(Corpus Christi Metropolitan Planning Organization)** 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 Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration 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, Nondiscrimination 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 the **(Corpus Christi Metropolitan Planning Organization)** 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 **(Corpus Christi Metropolitan Planning Organization)** 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 **(Corpus Christi Metropolitan Planning Organization)**, its successors and assigns.

The **(Corpus Christi Metropolitan Planning Organization)**, 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 **(Corpus Christi Metropolitan Planning Organization)** 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 nondiscrimination 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 in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF 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 (***Corpus Christi Metropolitan Planning Organization***) 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 Nondiscrimination covenants, (***Corpus Christi Metropolitan Planning Organization***) 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 Nondiscrimination covenants, the (***Corpus Christi Metropolitan Planning Organization***) 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 (***Corpus Christi Metropolitan Planning Organization***) and its assigns.\*

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

## APPENDIX D

### 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 **(Corpus Christi Metropolitan Planning Organization)** 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, **(Corpus Christi Metropolitan Planning Organization)** 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 Nondiscrimination covenants, **(Corpus Christi Metropolitan Planning Organization)** will there upon revert to and vest in and become the absolute property of **(Corpus Christi Metropolitan Planning Organization)** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear 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 nondiscrimination statutes and authorities; including but not limited to:

### PERTINENT NONDISCRIMINATION AUTHORITIES:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 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, subrecipients 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 Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

## Who may file a complaint?

A Title VI complaint may be filed by any individual or individuals who allege they have been subjected to discrimination or adverse impact under any MPO program or activity based on race, color, national origin, gender, age or disability.

## What information is included in a Title VI complaint?

A signed, written Title VI complaint must be filed within 180 days of the date of the alleged act of discrimination. The complaint must include the following information:

- Your name, address and telephone number. If you are filing on behalf of another person, include their name, address, telephone number and your relation to the complainant (e.g., friend, attorney, parent, etc.).
- The name and address of the agency, program or organization that you believe discriminated against you.
- A description of how, why and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.
- Your signature

## What will the MPO do with my complaint?

Upon receipt, the MPO will investigate the allegations and an attempt will be made to resolve the violations found. The program in which the alleged discrimination occurred will be examined to ensure that the complaint was filed with the appropriate agency. MPO staff will determine the appropriate fact finding process and an investigation will be completed within 60 days of receiving the complete complaint. Within 10 days of completing the investigation, the complainant will be notified by the

MPO Transportation Planning Director.  
FY 2018 Accomplishments Report

## Compliant Forms

To file a Title VI complaint, you may obtain the necessary forms online by visiting:

[www.corpuschristi-mpo.org/02\\_about\\_titlevi.html](http://www.corpuschristi-mpo.org/02_about_titlevi.html)  
or by contacting the MPO office at the phone number listed below.

Mail the **Title VI Complaint Form** and **Discrimination Compliant Consent / Release Form** to:

**Corpus Christi Metropolitan Planning Organization**  
602 N. Staples Street, Suite 300  
Corpus Christi, TX 78401

**Phone: (361) 887-0687**

If you have speech or hearing impairment, dial Texas Relay at 1-800-75-2988 or 711



602 N. Staples Street, Suite 300  
Corpus Christi, TX 78401  
Phone: (361) 884-0687  
E-mail: [ccmpo@cctxmpo.us](mailto:ccmpo@cctxmpo.us)

# ATTACHMENT 5

Prepared by the Corpus Christi Metropolitan  
Planning Organization May 2018

# Title VI and you...



EQUITY.  
INCLUSION.  
PARTICIPATION.

It is our policy to ensure that no person shall on the grounds of race, color, national origin, sex age or disability be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of our programs and activities.

“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches subsidizes or results in racial discrimination.” - President John F. Kennedy, in his message calling for the enactment of Title VI, 1963

# Title VI and you...

## What is Title VI?

Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals and groups from discrimination on the basis of their race, color and national origin in programs and activities that receive federal financial assistance. However, the Federal Highway Administration's (FHWA) reference to Title VI includes other civil rights provisions of federal statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving federal financial assistance.

## MPO's Title VI Policy

Pursuant to Title VI of the Civil Rights Act of 1964 as amended, the Restoration Act of 1987 and other nondiscrimination authorities, it is the policy of the MPO that discrimination based on race, color, national origin, sex, age or disability shall not occur in connection with any of its programs or activities.

The MPO's efforts to prevent discrimination will address, but not be limited to, a program's impact upon access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigation of complaints, allocation of funds, prioritization of projects and the functions of planning, project development, design, right-of-way acquisition, construction and research.

## Authorities

The two main authorities enabling Title VI implementation, compliance and enforcement are the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. However, other statutes, laws, regulations, executive orders and the United States Constitution provide guidance for the effective execution of the objectives of Title VI.

These include:

- Federal-Aid Highway Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990
- Age Discrimination Act of 1975
- Uniform Relocation Act of 1970
- Executive Orders 12898 and 13166

## Title VI Compliance

Title VI compliance is a situation where the MPO has effectively implemented all the Title VI requirements or can demonstrate that every good faith effort has been made toward achieving this end.

Pursuant to 23 USC 602, the FHWA's primary recipient is the State Highway (Transportation) Agency. In Texas, TxDOT is that primary recipient. TxDOT (and its subrecipients, and contractors) irrespective of tier, is required to prevent discrimination and ensure nondiscrimination in all programs and activities whether they are federally funded or not.

Subrecipients of federal assistance include cities, counties, contractors, consultants, suppliers, universities, colleges and planning agencies, such as the MPO. The MPO will address any discovered instance of discriminatory distribution or pogram access to or use of services and or benefits.

## Programs Covered

Federally assisted programs include any highway project, program or activity for the provision of services and/or other benefits. Such programs include education or training, work opportunities, housing or other services, whether provided directly by the MPO or indirectly through contracts or other arrangements with other agents.

## What discrimination is prohibited under the MPO's Title VI program?

Discrimination under our Title VI Program is an action or inaction, intention or not, through which any intended beneficiary, solely because of race, color, national origin, gender, age or disability has been otherwise subjected to unequal treatment or impact under any MPO program or activity receiving federal financial assistance.

Discrimination based on the ground referenced above limit the opportunity for individuals and groups to gain equal access to services and programs. In administering federally assisted programs and activities, the MPO cannot discriminate either directly or through contractual or other means by:

- Denying program services, financial aids or other benefits;
- Providing different programs services, financial aids or other benefits, or providing them in a manner different from that provided to others;
- Segregating or separately treating individuals or groups in any matter related to the receipt of any program service or benefit;
- Restricting in any way the enjoyment of any advantage or privilege enjoyed by others receiving any program service or other benefits;
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body;
- Denying person(s) the opportunity to participate in the program through the provision of services, or affording the opportunity to do so differently from those afforded others.



# Title VI

## Protecting your civil rights is good business

It is our policy to ensure that no person shall on the grounds of race, color, national origin, sex age or disability be excluded from the participation in, be denied the befits of, or otherwise be subjected to discrimination under any of our programs and activities.

The Corpus Christi Metropolitan Planning Organization (MPO) hereby gives public notice that it is the policy of the MPO to assure full compliance with Title VI of the Civil Rights Acts of 1964, the Civil Rights Restoration Act of 1987 and related statutes and regulations in all programs and activities.

Title VI/Nondiscrimination  
FY 2018 Accomplishments Report

## EQUITY. INCLUSION. PARTICIPATION.

The Corpus Christi MPO, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, will not discriminate against any person on the grounds of race, religion, color, national origin, sex, age or disability, or otherwise be denied the benefits of, or otherwise subjected to discrimination.

Any person who believes they have been subjected to unlawful discriminatory practices under Title VI has the right to file a formal complaint. Any such complaint must be filed in writing or in person with the MPO 602 N. Staples St, #300, Corpus Christi, TX 78401 within 180 days following the date of the alleged discriminatory action.



METROPOLITAN PLANNING ORGANIZATION

[www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org)



# Título VI

## Protección Sus Derechos Civiles es Buen Negocio

Es nuestra política de que ninguna persona en base de a su raza, color, origen nacionalidad, sexoj, edad or incapacidad, se excluirá de la participar en, negar los beneficios de, o someter a discriminación bajo de nuestros programas y actividades.

Organización de Planificación Metropolitana de Corpus Christi (MPO) se da aviso público que es la política de la MPO para asegurar la plena conformidad con el Título VI de Los Actos de los Derechos Civiles de 1964, la ley de Restauración de Derechos Civiles de 1987 y relacionados con los estatutos y reglamentos en todos los programas y actividades.

Title VI/Nondiscrimination  
FY 2018 Accomplishments Report

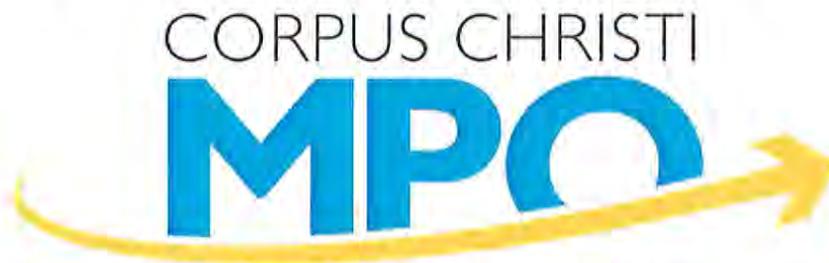
## EQUIDAD. INCLUSIÓN. PARTICIPACIÓN.

El MPO de Corpus Christi, como receptor de asistencia financiera Federal y bajo el Título VI de la ley de derechos civiles de 164 y relacionados con los estatutos, no discriminará a ninguna persona por motivos de raza, religión, color, origen nacional, sexo, edad o discapacidad, o de lo contrario ser negado los beneficios de, o esté sometido a discriminación.

Cualquier persona que crea que haya sido sometidos a prácticas discriminatorias ilegales bajo el título VI tiene derecho a presentar una queja formal. Cualquier denuncia debe ser presentada por escrito o en persona con el MPO, 602 N. Staples St, #300, Corpus Christi, TX 78401 dentro de los 180 días siguientes a la fecha de la supuesta acción discriminatoria.



[www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org)



METROPOLITAN PLANNING ORGANIZATION

**Title VI/Nondiscrimination Coordinator**

**RESOLUTION**

**WHEREAS**, the federal government enacted Title VI of the Civil Rights Act of 1964, as amended, to prevent discrimination on the grounds of race, color, sex, age disability or national origin and to ensure that individuals are not excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, sex, age, disability, religion or national origin;

**WHEREAS**, throughout the years, additional regulations, statutes, directives, cases and executive orders have been passed which expand the breadth of Title VI; and

**WHEREAS**, it is a requirement of the Texas Department of Transportation and Federal Highway Administration that agencies receiving federal financial assistance adopt a Title VI Plan; and

**WHEREAS**, it is a requirement of the Texas Department of Transportation and Federal Highway Administration the agencies receiving federal financial assistance to designate a Title VI/Nondiscrimination Coordinator.

**NOW, THEREFORE BE IT HEREBY RESOLVED THAT:**

The Corpus Christi Metropolitan Planning Organization designates Brigida C. Gonzalez, Interim Transportation Planning Director, as the MPO's Title VI/Nondiscrimination Coordinator.

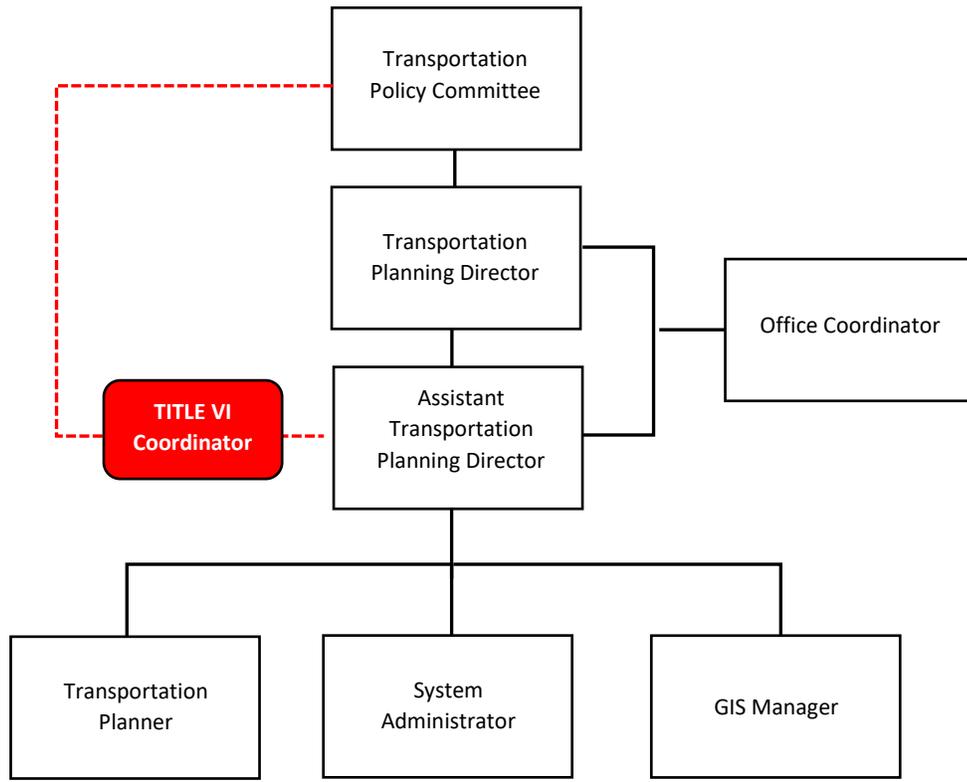
Submitted by:

I hereby certified this resolution was adopted by the Transportation Policy Committee (TPC) of the MPO of August 2, 2018:

The Honorable Terry A. Simpson, TPC Chair  
Corpus Christi Metropolitan Planning Organization

Brigida C. Gonzalez,  
Interim Transportation Planning Director  
Corpus Christi Metropolitan Planning Organization

**Corpus Christi MPO Organizational Chart**



## **Title VI Complaint Procedures**

The Corpus Christi Metropolitan Planning Organization (MPO), as a recipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any agency programs or activities. These prohibitions extend from the MPO, as a direct recipient of federal financial assistance, to its sub-recipients (e.g., contractors, consultants, local governments, colleges, universities, etc). All programs funded in whole or in part from federal financial assistance are subject to Title VI requirements. The Civil Rights Restoration Act of 1987 extended this to all programs within an agency that receives federal assistance regardless of the funding source for individual programs.

This policy is intended to establish a procedure under which complaints alleging discrimination in the MPO's provisions, services, or activities can be made by persons who are not employees of the MPO.

Any person who believes the MPO, or any entity who receives federal financial assistance from or through the MPO (i.e., sub-recipients, sub-contractors, or sub-grantees), has subjected them or any specific class of individuals to unlawful discrimination may file a complaint of discrimination.

The MPO will follow timelines set forth in guidance from the Department of Transportation, the Federal Highway Administration, Federal Transit Administration and the Department of Justice for processing Title VI discrimination complaints.

### **When to File**

A complaint of discrimination must be filed within 180 calendar days of the alleged act of Discrimination, or discovery thereof; or where there has been a continuing course of conduct, the date on which that conduct was discontinued.

Filing means a written complaint must be postmarked before the expiration of the 180-day period.

The filing date is the day you complete, sign, and mail the complaint form. The complaint form and consent/release form must be dated and signed for acceptance.

Complaints received more than 180 days after the alleged discrimination will not be processed and will be returned to the complainant with a letter explaining why the complaint could not be processed and alternative agencies to which a report may be made.

### **Where to File**

In order to be processed, signed original complaint forms must be mailed or hand delivered to:

**Corpus Christi Metropolitan Planning Organization  
ATTN: Title VI Coordinator  
602 N. Staples Street, Suite 300  
Corpus Christi, TX 78401**

Upon request, reasonable accommodations may be made for persons who are unable to complete the complaint form due to disability or limited-English proficiency. A complaint may be filed by a representative on behalf of a complainant.

Persons not satisfied with the findings of the MPO may seek remedy from other applicable state or federal agencies.

### **Required Elements of a Complaint**

In order to be processed, a complaint must be in writing and contain the following information:

- Name, address, and phone number of the complainant
- Name(s) and address(es) and business(es)/organization(s) of person(s) who allegedly
- discriminated
- Date of alleged discriminatory act(s)
- Basis of complaint: i.e. race, color, national origin, sex, age, religion, or disability
- A statement of complaint
- Signed consent release form

### **Incomplete Complaints**

Upon initial review of the complaint, MPO staff will ensure that the form is complete and that any initial supporting documentation is provided. Should any deficiencies be found, MPO staff will notify the complainant within 10 working days. If reasonable efforts to reach the complainant are unsuccessful or if the complainant does not respond within the time specified in the request (30 days), the recipient may close the complainant's file.

The complainant may resubmit the complaint provided it is filed within the original 180-day period.

Should the complaint be closed due to lack of required information, MPO staff will notify the complainant at their last known address. In the event the complainant submits the missing information after the file has been closed, the complaint may be reopened provided it has not been more than 180 days since the date of the alleged discrimination.

### **Records of Complaints**

MPO staff will maintain a record of all complaints received. The information collected may include:

- Basic information about the complaint: when it was filed, who filed it, and who it was against
- A description of the alleged discriminatory action
- Findings of the investigation

### **Complaint Process Overview**

The following is a description of how a discrimination complaint will be handled once received by Corpus Christi Metropolitan Planning Organization (MPO).

#### **1. A complaint is received by MPO:**

Complaints must be in writing and signed by the complainant or their designated representative. If the complainant is unable to complete the form in writing due to disability or limited-English proficiency, upon request reasonable accommodations may be made to ensure the complaint is received and processed.

Complainants wishing to file a complaint but do not have access to the Internet or the ability to pick up a form, a complaint form will be mailed to them for completion.

The complainant will be notified if the complaint form we receive is incomplete and ask that they furnish the missing information.

#### **2. Complaint is logged into tracking database:**

Completed complaint forms will be logged and tracked. Basic data will be maintained on each complaint received.

#### **3. Determine jurisdiction:**

MPO staff will complete an initial review of the complaint. The purpose of this review is to determine if the complaint meets basic criteria.

Basic criteria required for a complete complaint - alleged discrimination is due to race, religion, color, national origin, sex, age or disability.

Timeliness will be determined to ensure that the complaint was filed within the 180 day time requirement.

The program in which the alleged discrimination occurred will be examined to ensure that the complaint was filed with the appropriate agency. During this process, if a determination is made in which the program or activity that the alleged discrimination occurred is not related to a MPO program or activity, every attempt will be made to establish the correct agency. When possible and with consent granted on the Consent/Release form, the complaint will be forwarded to the appropriate agency.

#### **4. Initial written notice to complainant:**

Within 10 working days in receipt of the complaint, the MPO will issue the complainant a confirmation receipt of the complaint.

If needed, the notice may request additional information, may notify complainant that the activity is not related to a MPO program or activity, or complaint does not meet deadline requirements. Conclusions made in step three will determine the appropriate response to the complaint.

A copy of the written response, as well as the complaint form, will be forwarded to the Texas Department of Transportation, Office of Civil Rights Contract Compliance Section for informational purposes only.

**5. Investigation of complaint:**

MPO staff will determine the appropriate fact finding process to ensure that all available information is collected in an effort to reach an informed conclusion and resolution of the complaint. The type of investigation techniques used may vary depending on the nature and circumstances of the alleged discrimination. An investigation may include but is not limited to:

- Internal meetings with MPO staff and legal counsel
- Consultation with state and federal agencies
- Interviews of complainant(s)
- Review of documentation (i.e., planning, public involvement, and technical program activities)
- Interviews and review of documentation with other agencies involved
- Review of technical analysis methods
- Review of demographic data

**6. Determination of investigation:**

An investigation must be completed within 60 days of receiving the complete complaint, unless the facts and circumstances warrant otherwise.

A determination will be made based on information obtained.

MPO staff and/or designee will render a recommendation for action, including formal and/or informal resolution strategies in a report of findings to the Transportation Policy Committee and/or the MPO Transportation Planning Director.

**7. Notification of determination:**

Within 10 days of completing the investigation, the complainant will be notified by the MPO Transportation Planning Director of the final decision.

The notification will include appeal rights with state and federal agencies should dissatisfaction with the final decision exist.

A copy of this letter, along with the report of findings, will be forwarded to the Texas Department of Transportation, Office of Civil Rights Contract Compliance Section for information purposes.

## Discrimination Complaint Form

The Corpus Christi Metropolitan Planning Organization (MPO), as a recipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any agency programs or activities. These prohibitions extend from the MPO, as a direct recipient of federal financial assistance, to its sub-recipients (e.g., contractors, consultants, local governments, colleges, universities, etc). All programs funded in whole or in part from federal financial assistance are subject to Title VI requirements. The Civil Rights Restoration Act of 1987 extended this to all programs within an agency that receives federal assistance regardless of the funding source for individual programs.

Upon request, reasonable accommodations may be made for persons who are unable to complete the complaint form due to disability or limited-English proficiency. A complaint may be filed by a representative on behalf of a complainant. The complaint must be **filed** no later than 180 calendar days from the most recent date of the alleged discrimination. The **filing date** is the day you complete, sign, and mail this complaint form. The complaint form and consent/release form must be dated and signed for acceptance. You have 30 calendar days to respond to any written request for additional information. Failure to do so will result in the closure of the complaint. For assistance, call (361) 884-0687 or e-mail [ccmpo@cctxmpo.us](mailto:ccmppo@cctxmpo.us). Submit signed original forms by mailed or deliver to:

**Corpus Christi Metropolitan Planning Organization**  
**ATTN: Title VI Coordinator**  
**602 N. Staples Street, Suite 300**  
**Corpus Christi, TX 78401**

Please read all information carefully before you begin to complete form.

_____	_____	_____
First Name	MI	Last Name
_____	_____	_____
Street Address	City	State Zip
_____	_____	_____
Telephone Number	e-mail Address	

### Who do you believe discriminated against you?

_____	_____	_____
First Name	MI	Last Name
_____	_____	_____
Name of Business/Organization	Position/Title	
_____	_____	_____
Street Address	City	State Zip

When did the alleged act(s) of discrimination occur? List all dates in mm/dd/yyyy format.

\_\_\_\_\_

Is the alleged discrimination ongoing?  Yes  No

Where (location) did the alleged act(s) of discrimination occur? *Attach additional pages as needed.*

\_\_\_\_\_  
\_\_\_\_\_





**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

**9. Disputes concerning labor standards.** 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 watchmen 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.

**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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

(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.

2. 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. 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.

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

## 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 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.

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 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).

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 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 1, 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**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **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.

### **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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

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

### **2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

**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 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

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.



## **Request for Qualifications for Coastal Engineering Services**

**APRIL 17, 2018**

**Corpus Christi Metropolitan Planning Organization**  
602 N. Staples, Ste. 300 Corpus Christi, TX 78401  
Tel: 361.884.0687 Website: [corpuschristimpo.us](http://corpuschristimpo.us)

## I. OVERVIEW

The Corpus Christi Metropolitan Planning Organization (MPO) is federally funded to help plan and implement transportation projects of all types in the greater Corpus Christi area. The MPO intends to engage a coastal engineering service provider (consulting engineer) to design a nature-based (i.e. integrating engineering and ecological principals) shoreline protection feature to be installed along the western shoreline of the Laguna Madre to help protect transportation infrastructure.

The MPO is seeking statements of qualification from interested, established, and experienced coastal engineering consulting firms, to be received no later than **Friday, May 11<sup>th</sup> at 4:00p CST**.

In this service provider, the MPO will be seeking interdisciplinary environmental science and coastal engineering capabilities, including demonstrable, local experience in:

- Evaluating shoreline geomorphology
- Modeling the influence of wave action
- Designing shoreline protection of various types with an emphasis on integrating ecological (living shoreline) components
- Integrating stakeholders and technical experts from other sectors to produce creative and collaborative solutions

The successful applicant must be prepared to work as part of an interdisciplinary, cross-sector team, leveraging contributions from MPO staff as well as municipal (City of Corpus Christi (City)), academic (TX A&M University – Corpus Christi (TAMUCC)), and non-profit (Coastal Bend Bays and Estuaries Program (CBBEP)) partners in order to make the most of the available project budget.

The shoreline protection feature will be constructed by the City of Corpus Christi as part of the reconstruction of portions of Laguna Shores Road (to be funded as part of the 2018 Bond program). The selected consulting engineer will generate engineering plans and specifications for inclusion in the City's permitting and construction plan set for the roadway reconstruction project.

This work is part of an applied research pilot, funded by a Resilience and Durability to Extreme Weather grant from the Federal Highways Administration (FHWA), wherein the MPO will lead a collaborative effort to:

- Assess baseline habitat and shoreline conditions
- Identify one or more innovative shoreline protection strategies that integrate engineering and ecological (habitat restoration/living shoreline) techniques
- Construct a pilot shoreline protection project as part of the roadway reconstruction project
- Monitor project effectiveness in terms of habitat development and shoreline condition to evaluate the utility of the pilot technique(s) to enhance the durability of other segments of Laguna Shores Road and other, similarly vulnerable transportation infrastructure

The Corpus Christi MPO, 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.

## II. PROJECT LOCATION

Laguna Shores Road, which runs along the western shoreline of the Laguna Madre between SH 358 and the Barney M. Davis Energy Center, is a major north-south thoroughfare in the Flour Bluff neighborhood of Corpus Christi.

Under existing conditions, several locations along Laguna Shores Road are subject to periodic inundation under spring tide and other typical (non-storm) conditions. Likewise, shoreline erosion has historically undermined the roadway in multiple locations, which has direct negative impacts on project lifecycle, maintenance costs, and public safety. These locations are particularly susceptible to the impacts of storm surge and extreme weather events, and this vulnerability will increase in the face of sea level rise.

The City of Corpus Christi is currently initiating the design phase of a project to rebuild three separate portions of Laguna Shores Road to improve level of service and reduce susceptibility to inundation; construction of this phased, multi-year project is expected to begin in spring of 2019.

The southern end of Segment 1 of the reconstruction project (outlined in red on Exhibit A – Project Location Map) is particularly vulnerable to extreme weather. At this location, there is no habitat buffer between the roadway and the open water of the Laguna Madre; the toe of the slope on the eastern side of the roadway is in the intertidal zone (see Exhibit B – Photograph of Project Location). This location is representative of significant portions of Laguna Shores Road, making it an ideal sight for a pilot implementation of innovative shoreline protection techniques.

Exhibit A – Map of Project Location



## Exhibit B – Photograph Project Location



Looking south at the project location on Laguna Shores Road under typical (non-storm) conditions.

### III. COLLABORATIVE\* SCOPE OF WORK

*(\*Per details below, not all tasks are the sole responsibility of consulting engineer)*

#### **Data Gathering**

The selected consulting engineer will work with MPO staff and project partners to collect a variety of data about historical and existing conditions, including (but not limited to):

- Determining frequency of roadway inundation at project location
- Gathering/reviewing readily available reports, data (tide, wind, and storm surge), historical aerial photographs, survey, and geophysical data for initial characterization of existing site conditions

#### **Shoreline/Habitat Assessment**

The estuarine habitat specialists from TAMUCC and CBBEP will develop or adapt a standardized monitoring protocol and will assess the existing (baseline) habitat condition within the project area, including characterizing the dominant vegetative community and recording elevations for target marsh species. The team will also identify unique ecological features, opportunities,

and/or challenges that may influence evaluation/selection of context-appropriate shoreline protection alternative(s).

Academic partners will use unmanned aerial vehicle technology to capture aerial photogrammetry and subtidal bathymetric data to inform engineering design of the shoreline protection features.

The consulting engineer will coordinate with project partners about data collection/site assessment needs to maximize the efficacy and utility of partner contributions. If needed, the consulting engineer will procure supplemental geotechnical information to inform engineering design. As appropriate, the consulting engineer will model prevailing wave conditions to estimate historic/baseline erosion rate (for use in post-construction monitoring and reporting) and to inform project design.

### **Develop and Evaluate Alternatives**

On the basis of data gathering and analysis outlined in the preceding tasks, the consulting engineer will develop design criteria for the project site (utilizing, as appropriate, the expertise of project partners). Based on these criteria, the consulting engineer will develop and evaluate site-specific shoreline protection alternatives utilizing natural and engineered materials, ultimately identifying a preferred alternative.

Each of the alternatives will be evaluated in terms of (at a minimum) cost, constructability, and efficacy in order to identify the preferred technique(s) for deployment at the project location.

It is anticipated (but not required) that the selected alternative will include some combination of the following components:

- intertidal marsh
- shoreline protection features (subaqueous and subaerial alternatives)
- nearshore reef habitat
- transition areas from roadway to green infrastructure

### **Engineering Design of the Shoreline Protection Project**

Consulting engineer will generate plans and specifications for construction of the nature-based shoreline protection to be included in the City of Corpus Christi's plan set for reconstruction of Laguna Shores Road.

### **Support Construction of Shoreline Protection Project**

As part of the bond-funded reconstruction of Laguna Shores Road, the City of Corpus Christi will be responsible for:

1. Securing regulatory permits for construction of the shoreline protection project as part of the permitting of the larger roadway reconstruction project
2. Procuring a construction contractor to implement construction of the shoreline protection feature(s) as part of construction of the larger roadway reconstruction project.

**While the permitting and construction/construction administration of the shoreline protection are the responsibility of the City of Corpus Christi and are outside of the scope of this RFQ, the consulting engineer selected through this RFQ will coordinate with the City in an effort to facilitate seamless and efficient implementation.**

## IV. SUBMITTAL GUIDELINES

### RFQ Schedule:

- RFQ published – Tuesday April 17<sup>th</sup>
- Deadline for Requests for Information/Clarification (RFI) - 5:00p CST April 26<sup>rd</sup>
- Publication of responses to RFI - 5:00p CST May 4<sup>th</sup>
- Deadline for submittal of complete\* statements of qualification - 4:00p CST May 11<sup>th</sup>  
*\*No materials submitted after this date will be considered*
- Interviews (if necessary)/contract negotiation – week of May 29<sup>th</sup> (subject to change)

### RFI:

Requests for RFI must be set forth electronically via email to Jeffrey Pollack, Director, at [jpollack@cctxmpo.us](mailto:jpollack@cctxmpo.us) with a carbon copy to Yoshiko Boulan, Office Coordinator, at [ccmpo@cctxmpo.us](mailto:ccmpo@cctxmpo.us).

### Delivery of Submittal:

All submittals must be delivered electronically by email ([ccmpo@cctxmpo.us](mailto:ccmpo@cctxmpo.us)) or on electronic media delivered in person or by regular post to:

Corpus Christi MPO  
602 N. Staples St., Suite 300  
Corpus Christi, TX 78401

### Submittal Content and Evaluation Criteria:

Statements of qualification must not exceed **ten (10) double-sided pages** in length and must include, at a minimum, the following:

1. Respondent Information (5% of Evaluation)
  - Legal name of firm(s) legal name and address of respondent
  - Name and address of the respondent's principal place of business
  - Respondent's legal form of entity (sole proprietorship, partnership, corporation, joint venture, etc.) and state of incorporation or other organization
  - Identification of individual key team members' (including subcontractors) roles and responsibilities
2. Respondent's Relevant Qualifications and Experience (40% of Evaluation)
3. Description of Project Approach (40% of Evaluation)

*While this statement is not expected to be a fully developed design concept, it must be of sufficient detail to demonstrate that the team has a systematic and established process for addressing the requisite tasks in this scope of work.*

*Respondents are encouraged to speak to the team's willingness and ability to work collaboratively with MPO staff and project partners.*
4. Three (3) Project References (15% of Evaluation)
  - Client name and contact information
  - Specific role performed

- Summary of project scope
- Location of project
- Date range over which work was performed

**Intent:**

The MPO intends to use the responses to this RFQ to assist in the possible selection of one or more teams; the MPO reserves the right not to select any team(s). The MPO will evaluate each team based on the information set forth in the response submitted. An interview may be requested with one or more candidates.

Neither this RFQ, nor any response to this RFQ shall be deemed or construed to: (i) create any contractual relationship between MPO and any team; (ii) create any obligation for MPO to enter into a contract with any team or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any response.

If the MPO selects a team as a result of this RFQ, the MPO shall have the right to negotiate any and all of the final terms and conditions of any agreement with the team and nothing in this RFQ or any response shall be deemed or construed as a limitation of such rights.

**Addenda:**

The MPO in its discretion may, at any time, publish one or more addenda to this RFQ. In doing so, the MPO will attempt to utilize all channels by which the original RFQ was distributed, however, in no event shall the MPO be responsible or liable for any failure of a team to receive any such addendum.

**Modification or Withdrawal of Response:**

A respondent may at any time withdraw its response by providing written request for withdrawal to the MPO. At any time prior to the deadline for submittal of responses specified in this RFQ, a team may modify its response by submitting the modified response together with a written request to withdraw the original response and replace it with the modified response.

**Responsibility for Costs:**

Each team (not the MPO) shall be responsible for any and all costs that it incurs in connection with this RFQ, including, without limitation, costs associated with preparation and submission of a response, and expenses associated with travel to any interview or contract negotiation meeting. In no event will the MPO reimburse any team for any such costs or expenses.

**Ownership of Documents:**

All responses and other materials submitted in response to this RFQ shall become the property of the MPO.

**Insurance Requirements:**

The MPO will require that the selected team have insurance in effect at all times during the term of this agreement and that the team provide evidence that the insurance is in effect. The applicable insurance requirements and limits will be established by the MPO during negotiations with the team.

August 15, 2018

MCN10111250

Brigida Gonzalez  
Interim Transportation Planning Director  
Corpus Christi MPO  
602 N. Staples St., Suite 300  
Corpus Christi, TX 78401

**RE: PROPOSAL TO PROVIDE COASTAL ENGINEERING SERVICES FOR THE LAGUNA SHORES LIVING SHORELINE PROJECT, CORPUS CHRISTI, TX**

Dear Ms. Gonzalez:

Thank you for the opportunity to provide coastal engineering services to the Corpus Christi Metropolitan Planning Organization (MPO) in support of the Laguna Shores Living Shoreline project. It is our understanding that the MPO living shoreline project will be conducted in coordination with the City of Corpus Christi (City) and their Laguna Shores Segment 1 roadway project between South Padre Island Drive and Graham Road. The intent of the project is to provide nature-based shoreline protection to reduce erosion to the adjacent Laguna Shores Road. In addition, the project is part of a Federal Highway Administration (FHWA) pilot program and will include applied research and monitoring coordination with Texas A&M University Corpus Christi (TAMUCC) and the Coastal Bend Bays & Estuaries Program (CBBEP). HDR has a local staff of coastal engineers with experience in nature-based shoreline stabilization projects, as well as a long history of coordination between the City, TAMUCC, and CBBEP.

**SCOPE OF SERVICES**

HDR proposes to provide the following services for this project:

**Task 1: Data Gathering**

HDR will attend a kick-off meeting with the MPO and project partners to review project scope and goals. During this meeting HDR will coordinate with City staff and their engineer for the roadwork project to define items that will be required as part of the inclusion of the living shoreline project within the roadway bid package. It is anticipated that these items will consist of the final construction drawings, technical specifications for the living shoreline components

of the project, associated section of the City's bid form, and text sections for the Invitation to Bid, Summary of Work, Measurement and Basis of Payment, and Submittal Register.

HDR will conduct a site visit to review existing conditions and access issues. The HDR team will also gather and review readily available reports, data, historical aerial photographs, survey, and geophysical data for initial characterization of existing site conditions. This information will be utilized to plan the field investigations and coordinate between survey, geotechnical, and biological investigations.

Available information on existing tide, wind, and wave characteristics within the vicinity of the project site will also be gathered. Additional wave hindcast/transformation analyses will be performed to supplement existing data. The information from these data sets will be utilized to review inundation of Laguna Shores Road as well as establish design criteria for the living shoreline project.

#### **Field Investigations:**

##### ***Survey***

HDR will coordinate with TAMUCC staff regarding their planned collection of detailed topographic and bathymetric survey data at the project site. HDR will also coordinate with TAMUCC for the marsh reference survey described in Task 2 below. The surveying conducted by TAMUCC will not include delineation of state property boundary. Should a Coastal Boundary Survey be required, those services will be performed under an amendment to this agreement or a separate scope of work.

##### ***Geotechnical Investigations***

A subsurface investigation and laboratory testing program will be performed to provide design recommendations for the proposed living shoreline project. The data will be utilized to classify the sub-bottom soils, define strength test values, and assess potential short and long term settlement/consolidation of in-situ soils upon placement of material for project construction. The following describes work to be performed as part of this task:

- 6 borings at the proposed project location.
- Borings will be sampled at 2.5-foot intervals to the termination depths of the test borings or until refusal of the soil sampling device.
- Soil samples will be collected by means of a sediment sampler or hand auger at each location.

- Perform hand held static cone penetrometer or torvane soil shear strength testing at each sampling depth.
- A geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered, and recommendations.

### **Task 2: Habitat Assessment**

HDR will coordinate with TAMUCC staff regarding the scope of their proposed habitat assessment to address information that will be needed for project design and permitting. HDR will also coordinate with TAMUCC staff to perform a marsh reference survey to establish the elevations of targeted marsh plant species and to set elevation goals for the living shoreline project.

### **Task 3: Alternatives Analysis**

Based on the data gathered and collected in previous tasks, HDR will develop design criteria for the living shoreline project and coordinate these with the MPO and City roadway project goals. Up to three project alternatives, including grey and green infrastructure and a combination of both, will be formulated. A conceptual level opinion of probable construction cost will be developed for each alternative. The project team will then meet to review the alternative and select a final project option. An alternatives analysis report will be prepared that summarizes the conceptual design analyses, shoreline protection alternatives, selected alternative and associated opinions of probable construction cost.

### **Task 4: Engineering Design and Construction Document Development**

HDR will perform engineering design of the selected alternative from Task 3. Design work will include refinement of the living shoreline design (cross-section and layout). Drawings and technical specifications will be prepared to preliminary design (60% and 90%) and final design (signed and sealed) levels. HDR will coordinate with the MPO and City during review process and provide clarifications as required. One review meeting (after 60% submittal) will be held and review comments will be incorporated prior to issuing the 90% drawings and technical specifications. Upon receipt of comments from the 90% submittal, a final signed and sealed set of drawings for bidding/solicitation (by the City) will be provided. HDR has not included a 90% submittal review meeting. All project drawings and specifications will be prepared following City of Corpus Christi standards.

HDR will also develop opinions of probable construction cost (OPCC) at each submittal that reflects the scope of work (including additive/alternate work items, as applicable) shown in the bid package. Developing the OPCC will include researching current market conditions for the anticipated methods of construction and coordination with the MPO and City on project budgets.

#### **Task 5: Regulatory Assistance**

The City and their permitting contractor will be performing regulatory coordination services for the living shoreline project as a component of the larger road project; however, HDR will provide guidance and support for the City. These services will include attending a Joint Evaluation Meeting with USACE and other regulatory agencies. HDR will provide CAD drawings of the project layout and typical sections for inclusion of City roadway permit application. All permit applications and associated exhibits will be developed by the City's permitting contractor and are not part of HDR's scope of work. HDR will provide limited assistance with reviewing and responding to Requests for Additional Information (RAI) during the permitting process for the living shoreline component of the project only. It is anticipated that there will be two (2) RAIs during the permitting process, one prior to the advertisement of the Public Notice and one as a response to comments from the Public Notice.

#### **Task 6: Bidding and Construction Support Services**

HDR will coordinate with the City to provide support during project bidding and review contractor experience to assist in selection of a contractor that has the experience needed to construct a living shoreline project. During construction, HDR will perform up to four (4) site visits during construction to review project implementation by the selected contractor. HDR will also review material submittals associated with the living shoreline project (original submittal and one revision per submittal) as well as address up to four (4) Requests for Information from the contractor.

### **FEE**

HDR proposes to provide these services on a lump sum basis for a total amount of **Ninety Three Thousand Five Hundred Dollars (\$93,500)**. A summary of the estimated amount for each major task is listed below. All services will be provided in accordance with the attached Terms and Conditions. Any additional assignments authorized by MPO will be billed on a time and expense basis in accordance with the enclosed Schedule of Rates (1-18) or at an agreed to fixed fee. This Proposal is valid for 30 days.

Task	Amount per Task
Task 1 – Data Gathering	\$15,500
Task 2 – Habitat Assessment	\$2,200
Task 3 – Alternatives Analysis	\$14,800
Task 4 – Engineering Design and Construction Document Development	\$44,100
Task 5 – Regulatory Assistance	\$6,700
Task 6 – Bidding and Construction Support Services	\$10,200
<b>Total Proposed Budget:</b>	<b>\$93,500</b>

If you are in agreement with the above, please sign this letter proposal which will serve as a Work Order and return one signed copy to us.

Thank you for considering HDR for this exciting project. Should you have any questions, please do not hesitate to contact us to discuss this proposal in more detail.

Sincerely,

HDR ENGINEERING, INC.

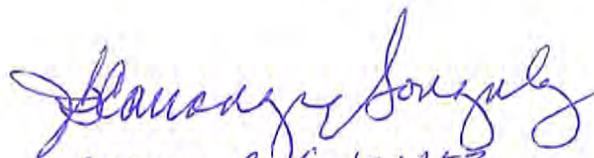


M. Cameron Perry, P.E.  
Coastal Practice Lead



Arthur B. Colwell, P.E.  
Managing Principal/ Vice President

Attachments: HDR Schedule of Rates (No. 1-18)  
Terms & Conditions



BRIGIDA C. GONZALEZ  
INTERIM TRANSPORTATION PLANNING DIRECTOR  
CORPUS CHRISTI MPO

- ATTACHMENTS: TITLE VI ASSURANCES  
FHWA FORM 1273 CONTRACT PROVISIONS

**SCHEDULE OF RATES**

These rates are effective through December 2018

<b>PROFESSIONAL STAFF</b>	<b>HOURLY RATE</b>	<b>PARA-PROFESSIONAL STAFF HOURLY RATE</b>
Engineer I.....	\$117.00	Administrative Assistant..... \$85.00
Engineer II.....	\$128.00	Drafter..... \$88.00
Engineer III.....	\$143.00	Technician I..... \$101.00
Engineer IV.....	\$159.00	Technician II..... \$113.00
Engineer V.....	\$174.00	Technician III..... \$125.00
Engineer VI.....	\$194.00	Designer Tech IV..... \$137.00
Engineer VII.....	\$214.00	
Engineer VIII.....	\$235.00	<b>EQUIPMENT/IT</b>
Principal Engineer.....	\$255.00	GPS RTK Survey Equipment.....250.00/Day
Sr. Principal Engineer.....	\$274.00	GPS Hand Held (Sub Meter).....135.00/Day
Program Director.....	\$295.00	Tow Vehicle.....65.00/day + IRS rate + 10%
Project Biologist/GIS Specialist.....	\$139.00	Survey Boat .....750.00/Day
Environmental Biologist.....	\$159.00	GPS Hydrographic Survey Equip.....250.00/Day
Sr. Environmental Biologist.....	\$179.00	Acoustic Doppler Velocimeter (ADV) ....1,000.00/Wk
Environmental Manager.....	\$198.00	Water Level Logger.....300.00/Wk
		IT Equip/Services ..... 3.70/Hr
		<b>EXPENSES</b>
		Automobile (other than rental car) ..... .IRS rate + 10%
		In house reproduction ..... prevailing commercial rates
		Outside consultants.....cost plus 15% handling
		Outside technical services.....cost plus 15% handling
		All other expenses .....cost plus 15% handling

1. Charges are due and payable within thirty (30) days of receipt of the invoice. A charge of 1% per month will be added for late payments.
2. Construction administration staff will be billed at an equivalent grade, depending upon qualifications.
3. Unlisted scientists and other non-engineer professionals will be billed at the rate of a comparable engineer grade.
4. Overtime for para-professional and non-registered survey staff will be billed at 125% of the hourly rate and overtime will apply for hours worked in excess of 8 hours per day or 40 per week.
5. Time spent preparing for and providing depositions or courtroom testimony will be billed at 150% of the hourly rate.

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials.

In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response,

Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (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) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

## 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## 21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

## Attachment 2- Title VI Assurances



### Standard Title VI/Nondiscrimination Assurances

The (**Corpus Christi Metropolitan Planning Organization**) (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, is subject to and will comply with the following:

#### STATUTORY / REGULATION 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);

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 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 nondiscrimination 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 Department of Transportation programs:

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 Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
 

*“The (Corpus Christi Metropolitan Planning Organization), 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 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. 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, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

## 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, the 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. **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, 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 the Federal Highway 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 Nondiscrimination 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.

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, **(Corpus Christi Metropolitan Planning Organization)** also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT 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 USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, 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.

**(Corpus Christi Metropolitan Planning Organization)** 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. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, 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 authorized to sign this ASSURANCE on behalf of the Recipient.



The Honorable Terry A. Simpson, TPC Chair  
Corpus Christi Metropolitan Planning Organization

## APPENDIX B

### 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 (***Corpus Christi Metropolitan Planning Organization***) 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 Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration 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, Nondiscrimination 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 the (***Corpus Christi Metropolitan Planning Organization***) 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 (***Corpus Christi Metropolitan Planning Organization***) 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 (***Corpus Christi Metropolitan Planning Organization***), its successors and assigns.

The (***Corpus Christi Metropolitan Planning Organization***), 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 (***Corpus Christi Metropolitan Planning Organization***) 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 nondiscrimination 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 in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF 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 (***Corpus Christi Metropolitan Planning Organization***) 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 Nondiscrimination covenants, (***Corpus Christi Metropolitan Planning Organization***) 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 Nondiscrimination covenants, the (***Corpus Christi Metropolitan Planning Organization***) 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 (***Corpus Christi Metropolitan Planning Organization***) and its assigns.\*

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

## APPENDIX D

### 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 ***Corpus Christi Metropolitan Planning Organization*** 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, ***Corpus Christi Metropolitan Planning Organization*** 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 Nondiscrimination covenants, ***Corpus Christi Metropolitan Planning Organization*** will there upon revert to and vest in and become the absolute property of ***Corpus Christi Metropolitan Planning Organization*** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear 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 nondiscrimination statutes and authorities; including but not limited to:

### PERTINENT NONDISCRIMINATION AUTHORITIES:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 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, subrecipients 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 Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

**9. Disputes concerning labor standards.** 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 watchmen 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.

**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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

(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.

2. 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. 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.

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

## 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 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.

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 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).

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 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 1, 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**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **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.

### **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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

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

### **2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

**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 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

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.

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# PUBLIC PARTICIPATION PLAN UPDATE

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CORPUS CHRISTI METROPOLITAN PLANNING ORGANIZATION  
602 N. Staples Street, Suite 300 Corpus Christi, TX 78401 Phone: 361.884.0687

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**Información en Español:** Si usted desea esta información en Español o si desea explicación sobre el contenido, por favor llámenos al teléfono (361) 884-0687 o comuníquese con nosotros mediante correo electrónico a [ccmpo@cctxmpo.us](mailto:ccmpo@cctxmpo.us). Nuestras oficinas están ubicadas en el 602 N. Staples St. #300, Corpus Christi, TX 78401. Copias se proveerán a petición.

## **PUBLIC PARTICIPATION PLAN POLICY STATEMENT**

It is a Corpus Christi Metropolitan Planning Organization (MPO) policy to support and encourage early and continuous public participation and input to the planning process and to adhere to the principles of Environmental Justice and Title VI of the Civil Rights Act as part of the metropolitan “3-C” (continuous, comprehensive, and cooperative) planning process relating to transportation systems and facilities. The MPO’s public participation plan is designed to ensure early and continuous opportunities for the public to express its views on transportation issues and to become active participants in the regional planning and transportation “3-C” metropolitan decision making process.

A 1994 Presidential Executive Order directed every Federal agency to make Environmental Justice part of its mission by identifying and addressing the effects of all programs, policies, and activities on "minority populations and low-income populations." The MPO's Environmental Justice initiatives will strive to accomplish this by involving the potentially affected public through a Citizens Outreach Program. This program consists of MPO staff activities designed to develop partnerships with, and enhance the participation in the transportation planning process, by groups and individuals of “traditionally underserved” communities.

These communities include minorities, transit dependent citizens, low income, the elderly, and persons with disabilities. Staff activities may include nontraditional outreach and involvement strategies such as: web-based sessions, attendance and participation in existing group meetings and coalitions serving these communities. The MPO targets communications with local media outlets, conducts meetings in a manner most suitable for the audience being addressed, hosts meetings at times and locations that are accessible to transit dependent or non-driving individuals when possible, and we publish MPO documents in non-technical, web-based or other easily accessible formats as necessary and appropriate for purposes of obtaining input and comment into the short- and long-range transportation planning process. In carrying out the public participation plan, the MPO’s practice shall be to cultivate a culture of early and responsive outreach by welcoming the public’s involvement and input through the use of such methods as: (i) holding public meetings at convenient and accessible locations and times; (ii) being sensitive in the use of industry terms and language so as to be understood by the lay stakeholders; (iii) employing stronger visualization techniques through the use of visuals and other tools as reasonably possible to describe short- and long-range transportation plans; (iv) providing a brief written summary of the meeting’s highlights and information offered at the meeting via online access for citizen’s unable to attend and (v) offering an electronically accessible response mechanism for two-way communication with the public when submitting a comment and receiving an acknowledgement of the receipt of information. The goal of the MPO’s Outreach Program is to ensure that all citizens regardless of race, color, religion, income status, national origin, age, gender, disability, marital status, or political affiliation, have an equal opportunity to participate in the MPO’s decision-making process.

### **I. BACKGROUND**

Formal transportation planning activities in the Corpus Christi metropolitan area began in the early 1960s, pursuant to the Federal-Aid Highway Act of 1962. The City of Corpus Christi and the Texas Highway Department, in cooperation with the United States Department of Commerce, Bureau of Public Roads, initiated a long-range comprehensive transportation plan for the Corpus Christi area. The purpose of this plan was to develop long-range highway plans and programs which were properly coordinated with plans for improvements in other forms of transportation and which were formulated with due consideration of their probable effect on the future development. The act stipulated that projects in urban areas of more than fifty thousand would not be approved unless planning for such projects was organized and directed by Metropolitan Planning Organizations (MPOs) using a continuing,

comprehensive transportation planning process, carried on cooperatively by states and local communities in conformance with the objectives of the act. The table below captures the evolution of changes surrounding plan development and partnerships in our study area:

<b>Year</b>	<b>Event</b>	<b>Notes</b>
1963-64	Corpus Christi Transportation Plan	State and city partnership formed to develop a study that established an adequate, long-term solution for future traffic in comprehensive urban development.
1972	May 1972 Agreement	Cities of Corpus Christi, Portland; counties of Nueces, San Patricio; and State of Texas participate in a Comprehensive, Cooperative, and Continuing (3C) planning process.
1973	July 1973 Agreement	Provided two committees to guide the Study: Policy Advisory Committee (composed of elected officials) and the Steering Committee (composed of designated representatives of the elected city and county officials, and locally-elected state officials).
1981	March 1981 State and MPO Agreement	“Prospectus” changed committee names from Policy Advisory Committee and Steering Committee to Transportation Planning Committee and Technical Advisory Committee, respectively.
1986	Corpus Christi Regional Transportation Authority	CCRTA joins the MPO and is represented on both committees.
1993	Port of Corpus Christi Authority	POCCA joins the MPO and is represented on both committees.
1995	April 1995 Bylaws and Operating Procedures	MPO adopts bylaws and operating procedures; Transportation Planning Committee name changes to the Transportation Policy Committee; each member entity on both committees is provided one vote.
2000	2000 Census	Corpus Christi Urbanized Area includes City of Gregory.
2004	Metropolitan Area Boundary Revision	MAB revised to include City of Gregory; San Patricio’s County Judge and the County Commissioner are representatives on the Transportation Policy Committee and Technical Advisory Committee, respectively.

The principal responsibilities of the MPO include the development of a 25-year long-range transportation plan (Metropolitan Transportation Plan - MTP) for the two county area that is constrained financially and a short-range transportation plan (Transportation Improvement Programs - TIP) for the urbanized area (Corpus Christi, Portland and Gregory and portions of the Corpus Christi’s Extra Territorial Jurisdiction (E.T.J.)) that is fiscally constrained within the projected federal funds available. Other planning activities include a Congestion Management Process, and studies or projects associated with the examination of travel and transportation issues necessary to provide demographic analysis, travel patterns, and trends in our community. Local transportation needs are re-evaluated annually. Based on this evaluation, project priorities are established and made part of the MPO’s TIP. This information is forwarded to the Texas Department of Transportation (TxDOT) for inclusion into its State TIP (STIP). TxDOT then prioritizes and programs these projects by giving consideration to production schedules and funding constraints. By Federal and state law, regionally significant multi-

modal transportation improvement projects, regardless of funding source, must be included in and be consistent, to the maximum extent feasible, with the MPO's TIP and MTP in order to be eligible for federal-aid and state funding. The MPO's TIP is the primary plan that guides all state and federally funded transportation improvements in the urbanized area.

## **II. FEDERAL POLICIES AND PROGRAMS**

### **A. Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21): January 6, 2012.**

Map-21 creates a streamlined and performance-based surface transportation program and builds on many of the highway, transit, bike, and pedestrian programs and policies established in 1991. The MAP-21 Act requires the MPO to provide for consideration of projects and strategies that will serve to advance eight (8) transportation planning factors identified under MAP-21 as follows [per 49 USC §5303(h)]:

- A. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
- B. Increase the safety of the transportation system for motorized and non-motorized users;
- C. Increase the security of the transportation system for motorized and non-motorized users;
- D. Increase the accessibility and mobility of people and for freight;
- E. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- F. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- G. Promote efficient system management and operation; and
- H. Emphasize the preservation of the existing transportation system.

Under MAP-21, the MPO is encouraged to consult with other planning officials responsible for other types of planning activities that are affected by transportation in the area including State and local planned growth, economic development, environmental protection, airport operations, and freight movements via Section 6001(g)(3). Further, the MPO's metropolitan planning process will serve to promote consistency between transportation improvements and State and local planned growth and economic development patterns as part of the long-range transportation plan update.

As part of the development of a long-range transportation plan update, MAP-21 requires that types of mitigation shall be discussed within the long-range planning document along with potential sites to carry out the activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the plan. The discussion of potential environmental mitigation shall be developed by the MPO in consultation with Federal, State, and tribal wildlife, land management, and regulatory agencies.

The MPO shall consult with State and local agencies responsible for land use management, natural resources, environmental protection, conservation and historic preservation concerning the development of a MTP and TIP. The consultation shall involve as appropriate: (i) comparison of the long-range transportation plans with State conservation plans or maps, if available; or (ii) comparison of long-range transportation plans to inventories of natural or historic resources, if available.

The MPO shall provide citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of tourism, representatives involved with

natural disaster risk reduction, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the long-range transportation plan and TIP and major revisions.

The MPO's Public Participation Plan shall be developed in consultation with all interested parties; and shall provide that all interested parties have reasonable opportunities to comment on the contents of the MTP and TIP updates and major revisions.

The Public Participation Plan is a living document and will be continually reviewed for possible revisions. Revisions to previous plans are summarized in Appendix A.

## **B. Fixing America's Surface Transportation (FAST) Act: December 4, 2015**

The FAST Act is the first Federal law in over ten years to provide long-term funding certainty for surface transportation (for fiscal years 2016 through 2020). The FAST Act continues the Metropolitan Planning Program and authorizes \$305 billion for the Department's highway, highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology and statistics programs.

Under the FAST Act, MPOs must also provide public ports and private providers or transportation with a reasonable opportunity to comment on the long-range transportation plan and the TIP as well as consult with representatives responsible for tourism and representatives involved with natural disaster risk reduction about the MTP and TIP.

## **III. PUBLIC PARTICIPATION PROCESS**

### **A. General Guidelines**

The MPO's Public Participation Plan is intended to cultivate a culture of early and responsive outreach by welcoming the public's involvement and input. Involvement activities are conducted in a manner that offers equal opportunity in the decision-making process to residents of the MPO's region. The policies, goals, objectives and techniques used for public involvement are:

1. Provide timely information about transportation issues and processes to citizens, affected public agencies, representatives of transportation agencies, private providers of transportation, other interested parties and segments of the community affected by transportation plans, programs and projects (including but not limited to local jurisdiction concerns).
2. Provide reasonable public access to technical and policy information used in the development of the MTP, the TIP, and other appropriate transportation plans and projects, and conduct open public meetings where matters related to transportation programs are being considered.
3. Give adequate public notice of public participation activities and allow time for public review and comment at key decision points, including, but not limited to, approval of the MTP, the TIP, and other appropriate transportation plans and projects. If the final draft of any transportation plan differs significantly from the one available for public comment by the MPO and raises new material issues, which interested parties could not reasonably have foreseen, an additional opportunity for public comment on the revised plan shall be made available.
4. Respond in writing, when applicable, to public input and prepare for posting (online) a brief assessment of meetings hosted and attended. A summary of highlights and major accomplishments is made available for citizens unable to attend meetings to access for informational purposes. When significant written and oral comments are received on the draft transportation plan (including the financial plan for the MTP and TIP developed in cooperation with the Regional Transportation Authority) as a result of the public participation process or the interagency consultation process required under MAP-21, a report on the disposition of comments shall be

made part of the final plan.

5. Solicit the needs of those under-served by existing transportation systems, including - but not limited to - the transportation disadvantaged, minorities, elderly, persons with disabilities, and low-income households. MAP-21 requires that the MPO shall provide reasonable opportunities for affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the transportation planning process via Section 6001(i)(5)(A).
6. Provide a public comment period of up to 45 calendar days prior to the adoption of the Public Participation Plan and/or any amendments. Notice of the comment period will be advertised in a newspaper of general circulation and various other publications prior to the commencement of the comment period. Notice will also be mailed to the entire MPO mailing list prior to the start of the comment period.
7. Provide a public comment period of not less than 30 calendar days prior to adoption of the MTP, the TIP, the Unified Planning Work Program (UPWP), Transit Development Plans, any formal amendments or updates, and other appropriate transportation plans and projects, except under circumstances of an unusual nature.
8. Coordinate the Public Participation Process with statewide Public Participation Processes wherever possible to enhance public consideration of the issues, plans and programs, and reduce redundancies and costs.

## B. Public Participation Goals, Objectives, and Policies

**Goal:** To provide the public with thorough information on transportation planning services and project development in a convenient and timely manner.

### OBJECTIVE 1

The MPO shall actively engage the public in the transportation planning process according to State and Federal law and the policies outlined in this plan.

#### Policy 1.1: Informing Interested Parties

The MPO shall make a good faith effort to inform those who are interested in or affected by transportation decisions about reasonable opportunities to provide input on the metropolitan planning process. To accomplish this, the MPO shall maintain up to date contact information for the following:

- Citizens expressing an interest in transportation planning activities
- Elected officials
- Local government staff
- Transportation agencies (public ports, airports, transit, etc.)
- Local media (TV, radio, print, etc.)
- Homeowners associations
- Civic groups
- Special interest groups (other interested parties)
- Libraries (for public display)
- Native American Tribal Council
- Faith-based organizations
- Private freight shippers
- Representatives of public transportation employees
- Providers of freight transportation services
- Representatives of users of public transportation
- Representatives of users of pedestrian walkways and bicycle transportation facilities
- Representatives of individuals with disabilities
- Economic development organizations
- Private providers of transportation including intercity bus operators and employer-based community programs (such as carpools, vanpools, shuttle, transit benefits, parking cash-out, or telework programs)

#### Policy 1.2 Consultation with Agencies and Officials

The MPO shall make a good faith effort to consult with agencies responsible for other planning activities that are affected by transportation as well officials responsible for other planning activities. This shall include Federal, State and local agencies responsible for land use management, natural resources, conservation and historic preservation, emergency response, tourism, natural disaster risk reduction, environmental protection and other environmental issues. To accomplish this, the MPO shall maintain up to date contact information for the following:

- Coast Guard
- Homeland Security
- National Parks Service (Department of Interior)
- US Fish and Wildlife Service
- US Environmental Protection Agency
- US Geological Survey
- Bureau of Indian Affairs
- Bureau of Land Management
- Forest Service (US Department of Agriculture)
- National Marine Fisheries
- Texas Parks and Wildlife
- Texas Historical Commission
- General Land Office
- Texas Commission on Environmental Quality
- Local Emergency Planning Committee (Corpus Christi)
- Corpus Christi Convention & Visitors Bureau

**Policy 1.3 Coordination with Agencies and Officials**

The MPO shall make a good faith effort to coordinate its metropolitan transportation planning process with other planning activities affected by transportation including:

- a) Statewide transportation planning, public involvement, and consultation activities
- b) Any other planning activities affected by transportation

**Policy 1.4: Visualization Techniques**

The MPO shall employ visualization and communication techniques that depict transportation plans. Examples may include: charts, graphs, photo interpretation, maps, use of GIS systems, artist renderings, physical models, and/or computer simulation.

**OBJECTIVE 2**

The MPO shall keep the public informed of on-going transportation related activities on a continuous basis.

**Policy 2.1:** The MPO shall make all publications and work products available electronically to the public via the internet at the MPO’s web homepage and in hardcopy at the MPO offices.

**Policy 2.2:** MPO staff shall be available to provide general and project-specific information at a central location during normal business hours and after hours at the request of community interest group with reasonable notice.

**Policy 2.3:** The MPO shall maintain an internet web site that will be compliant with Section 508 of the Americans with Disabilities Act for individuals with disabilities.

**Policy 2.3.1:** The web site shall be updated and maintained to provide the most current and accurate transportation planning information available.

**Policy 2.3.2:** The web site shall contain the following information:

- a) Contact information (mailing address, phone, fax, and e-mail)
- b) Current MPO committee membership (TPC and TAC)
- c) Meeting calendars and agendas for the current year
- d) Work products and publications (MTP, TIP, UPWP, etc.
- e) Comment / Question Form
- f) Links to related agencies
- g) Current By laws and Operating Procedures (including the Public Participation Plan and updates)

### OBJECTIVE 3

The MPO shall encourage the involvement of all area citizens in the transportation planning process.

**Policy 3.1:** Target audiences shall be identified for each planning study conducted by the MPO including residents, traditionally underserved/underrepresented populations, i.e. but not limited to low income, individuals with disabilities and minority households and business/property owners within the study area.

**Policy 3.2:** The MPO shall make a good faith effort to hold public meetings at a site convenient to potentially affected citizens.

**Policy 3.3:** The MPO shall make a good faith effort to attend and participate in existing group meetings and coalitions serving these communities.

### OBJECTIVE 4

The MPO shall strive to continuously improve public participation.

**Policy 4.1:** The MPO shall continuously evaluate and retool the public involvement strategies and techniques to better engage the public.

**Policy 4.2:** The Public Participation Plan shall be reviewed and adopted with appropriate revisions at least every three (3) years in an effort to improve the effectiveness of public involvement.

### OBJECTIVE 5

The MPO as a recipient of federal assistance and under Title VI of the Civil Rights Act of 1964, shall ensure that no person, on the grounds of race, religion, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any agency programs or activities. These prohibitions extend from the MPO to its sub-recipients (i.e., contractors, consultants, local governments, colleges, universities, etc.). All programs funded in whole or in part from federal financial assistance are subject to Title requirements:

**Policy 5.1:** The MPO shall establish a procedure under which complaints alleging discrimination in MPO provisions, service or MPO activities can be made by persons who are not employees of the MPO.

**Policy 5.2:** Any person who believes the MPO, or any entity who receives federal financial assistance

from or through the MPO, has subjected them or any specific class of individuals to unlawful discrimination may file a complaint of discrimination.

**Policy 5.3:** The MPO shall follow timelines set forth in guidance from the Department of Transportation, the Federal Highway Administration, Federal Transit Administration and the Department of Justice for processing Title VI discrimination complaints.

## **C. Public Participation Techniques**

Public participation, an ongoing activity of the MPO, is an integral part of one-time activities such as corridor studies and other regularly repeated activities such as the annual TIP process and MTP updates.

This section contains descriptions of public participation tools currently being used by the MPO:

### **MPO Web Site**

Description: The site was established to provide basic information about the MPO process, members, meeting times and contact information. The site has been expanded recently to include information about specific projects undertaken by the MPO. Work products such as the draft and adopted Public Participation Plan, UPWP, TIP and MTP are available on the site. Citizens are able to submit comments and sign up for various distribution lists maintained by the MPO. The site provides many links to other transportation related sites at the local and national level.

The web site (address: [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org)) is maintained and regularly updated by the MPO System Administrator. The site has been reviewed by the World Wide Web Consortium (W3C) to identify improvements that would make the site conform to W3C standards and also conform to web accessibility according to U.S. Section 508 Standards.

Activities: The web site is used to list current and newsworthy information on regular and special meetings, planning studies, publications, related public events and work products.

### **MPO Contacts Database**

Description: MPO staff maintains a contacts database of business, federal, state and local agencies and interested public. The database includes committee membership, mailing information, phone numbers, fax numbers, e-mail addresses and web sites. The database is used for maintaining up-to-date committee membership lists, special interest groups and homeowner association contacts and other interested parties. The database will be used to establish and maintain a list of e-mail contacts for electronic meeting notification and announcements.

Activities: The database is used to provide adequate public notice of public participation activities and time for public review and comment at key transportation decision points, including but not limited to the Metropolitan Transportation Plan and the Transportation Improvement Program.

### **MPO GIS Portal**

Description: The GIS Portal was established to provide data to the public, traditionally tabular, in a visual and interactive map format. The portal has various sub-websites – each focusing on a subject, i.e. Demographics, Current Project Locations, Environmental Justice, etc. Each sub-site provides links to other transportation related sites for data download. If a site does not have a link to download the related data, a request can be made for the MPO to provide said data. Public feedback and questions are encouraged so that the portal may conform to the public's needs. The portal is maintained and

regularly updated by the MPO GIS Manager.

Activities: GIS Portal is provided to enhance public access to data available through the MPO.

### **Public Notice**

Description: Texas Government Code, Chapter 551 requires posting a notice of any public meeting where a decision could be made or that may be attended by more than one elected official. The MPO regularly posts notice of the MPO's public meetings.

Activities: Regular and other meetings seeking public input are posted.

### **Display Ads**

Description: Publication of ads that are used to promote meetings that are not regularly scheduled, such as corridor study workshops. They are published in selected newspapers in order to reach a larger audience than those that typically read legal notices.

Activities: Public awareness of project specific meetings, workshops, or open houses.

### **Other Media**

Description: Opportunities are sought for articles in other newsletters produced by municipalities, homeowners' associations, church groups, civic groups, or others that may have an interest in the MPO. Opportunities are also sought to present to civic and social agencies, take part in radio talk shows, provide television news highlights and utilize public service notices to create community awareness of planning activities.

Activities: Increased opportunities to make the public aware of corridor studies, small-area studies, other planning studies or major activities.

### **Direct Mailings**

Description: Used to announce upcoming meetings and activities or to provide information to a targeted area or group of people. Direct mailings are usually post cards, but may be letters or flyers. An area may be targeted for a direct mailing because of potential impacts from a project. Groups are targeted that may have an interest in a specific issue, for example, cyclists and pedestrians may be targeted for pathways and trail projects.

Activities: Project-specific meetings, workshops, open houses, corridor studies, small-area studies, other planning studies or major activities.

### **Press Releases**

Description: Formal press releases are sent to local media (newspaper, TV and radio) to announce upcoming meetings and activities and to provide information on specific issues being considered by the MPO or their committees.

Activities: Corridor or other planning studies, workshops, open houses, public hearings, and other MPO activities.

### **Project Workshops/Open-Houses**

Description: These are targeted public meetings that are generally open and informal, with project team members interacting with the public on a one-on-one basis. Short presentations may be given at these meetings. The purpose of project-specific meetings is to provide project information to the public and to solicit public comment and priorities.

Activities: Long range planning studies, prioritization of projects, and other major MPO activities.

## **MPO Logo**

Description: A logo representing the MPO is used to identify products and publications of the MPO. A logo helps the public become familiar with the different activities of the MPO by providing a means of recognizing MPO products.



Activities: A logo is used on all MPO publications; including those developed by consultants working on MPO sponsored projects to create a community awareness of the MPO deliverables.

## **Public Hearings**

Description: These are public meetings used to solicit public comment on a project or issue being considered for adoption by the MPO. Hearings provide a formal setting for citizens to provide comments to the MPO or another decision-making body. They are recorded and transcribed for the record.

Activities: MTP, TIP, corridor studies, project development & environmental studies, and other planning studies as needed for other MPO activities.

## **Comment Forms**

Description: Comment forms are often used to solicit public comment on specific issues being presented at a workshop or other public meeting. Comment forms can be very general in nature, or can ask for very specific feedback. For example, a comment form may ask for comments on specific alignment alternatives being considered during a corridor study or ask for a person's general feelings about any aspect of transportation. Comment forms can also be included in publications and on web sites to solicit input regarding the subject of the publication and/or the format of the publication or web site.

Activities: Public workshops, open houses, hearings and other meetings.

## **Surveys**

Description: Surveys are used when very specific input from the public is desired. A survey can be used in place of comment cards to ask very specific questions such as a person's support for a specific alignment in a corridor study. Surveys are also used to gather technical data during corridor and planning studies such as daily travel patterns.

Activities: Conduct on-line surveys on issues and needs to provide input into the plans.

## **Posters and Flyers**

Description: Posters and flyers are used to announce meetings and events and are distributed to public places such as city halls, libraries and community centers for display. Bus cards may be used onboard RTA buses whenever possible and as allowed by CCRTA for various MPO events. The announcement may contain a brief description of the meeting's purpose, time(s), location(s), and contact information. This technique may be used to communicate with an audience that cannot be reached using direct mailings,

newsletters or electronic communication alternatives.

Activities: Corridor studies, other planning studies, regular and special MPO activities.

### **Facebook**

Description: The MPO will maintain a Facebook page by posting pertinent information and notices on a frequent basis. This also provides another opportunity for MPO Facebook fans to provide public input to the MPO's on-going planning process.

Activities: Feasibility studies, other planning studies, regular and special MPO activities.

### **Twitter**

Description: The MPO utilizes Twitter to provide announcements and updates on current news, events and notices for Twitter users who elect to watch or follow our Twitter feed. We do not follow individual people back who follow us, but may follow other official government-sponsored Twitter accounts

Activities: Feasibility studies, other planning studies, regular and special MPO activities.

### **YouTube**

Description: The MPO utilizes YouTube to host videos that provide information about local and regional transportation projects and events.

Activities: Feasibility studies, other planning studies, regular and special MPO activities.

### **Grouping of Projects**

Description: MPO's make use of statewide project groupings in their TIP. TxDOT in cooperation with the Federal Highway Administration developed statewide programs identified by a statewide project number that provides a more efficient method of programming and contracting for projects that minimizes the necessity for TIP revisions.

Activities: The MPO recognizes the use of these grouping categories and will use them as appropriate. Individual projects eligible for statewide project groupings may be included in the MTP / TIP for informational purposes only. The information only project lists will be clearly annotated as such and may be included as an appendix.

### **Education**

Description: The MPO recognizes projects present complexities and unknowns that may be alleviated by considering best practices/lessons learned from others in the industry. A method being utilized by staff to improve understanding/familiarity with is webinars. This presentation format is posted on the MPO web site for individuals who wish to access webinars from their personal computers. Should webinar sponsors provide information related to the webinar, the MPO shall post it on our website. Webinar subjects range from bicycle & pedestrian designs to evaluating multi-modal freight projects.

Activities: Corridor studies, walkable communities studies, access management, and other planning studies.

**D. Summary Public Participation Policy Table\***

<b>Program Adoption</b>	<b>Comment Opportunity or Public Meetings</b>	<b>Comment Period</b>	<b>Remarks</b>
Metropolitan Transportation Plan (MTP)	Two meetings prior to TPC approval	30 Days	A summary of comments will be provided to the TPC and made available for public review at the MPO offices and on the MPO web site.
Transportation Improvement Plan (TIP)	Two meetings prior to TPC approval	30 Days	
Unified Planning Work Program (UPWP)	1 meeting prior to TPC approval	30 Days	
Public Participation Plan (PPP)	N/A	45 Days	Three year updates of the PPP are recommended
Other program adoptions, plans, or studies	Optional: 1 meeting prior to TPC approval	30 Days	
<b>Program Amendments</b>			
Metropolitan Transportation Plan (MTP)	Optional: 1 meeting prior to TPC approval	30 Days	
Transportation Improvement Plan (TIP)	Optional: 1 meeting prior to TPC approval	30 Days	
Unified Planning Work Program (UPWP)	Optional: 1 meeting prior to TPC approval	30 Days	
Public Participation Plan (PPP)	N/A	45 Days	
<b>Open Meetings</b>			
Transportation Policy Committee (TPC)	Regular meeting on first Thursday of each month		Agenda posted four days prior to meeting date
Technical Advisory Committee (TAC)	Regular meeting on third Thursday of each month		Agenda posted four days prior to meeting date
Other Committees as assigned	Determined individually		

*\* Subject to exception due to public emergencies, action requests from other public agencies, and circumstances beyond the MPO's control*

## **IV. LIMITED ENGLISH PROFICIENCY PLAN**

### **A. Introduction**

This Limited English Proficiency Plan has been prepared to clarify the responsibilities of recipients of federal financial assistance and assist them in fulfilling their responsibilities to Limited English Proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and its implementing regulations.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the Corpus Christi Metropolitan Planning Organization (MPO).

### **B. Plan Summary**

The MPO has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined Executive Order 13166, 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 MPO used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the study area who may be impacted by the MPO.
2. The frequency with which LEP persons come in contact with MPO activities or programs.
3. The nature and importance of activities or programs provided by the MPO to the LEP population.
4. The resources available to the MPO and overall cost to provide LEP assistance.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service; and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed.

The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets. The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and subrecipients to take steps to ensure meaningful access to their programs and activities to LEP persons.

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

## Meaningful Access: Four-Factor Analysis

### Factor 1: The Number or Proportion of LEP Persons

The Census Bureau uses four classifications of how well people speak English: “very well”, “well”, “not well”, and “not at all”.

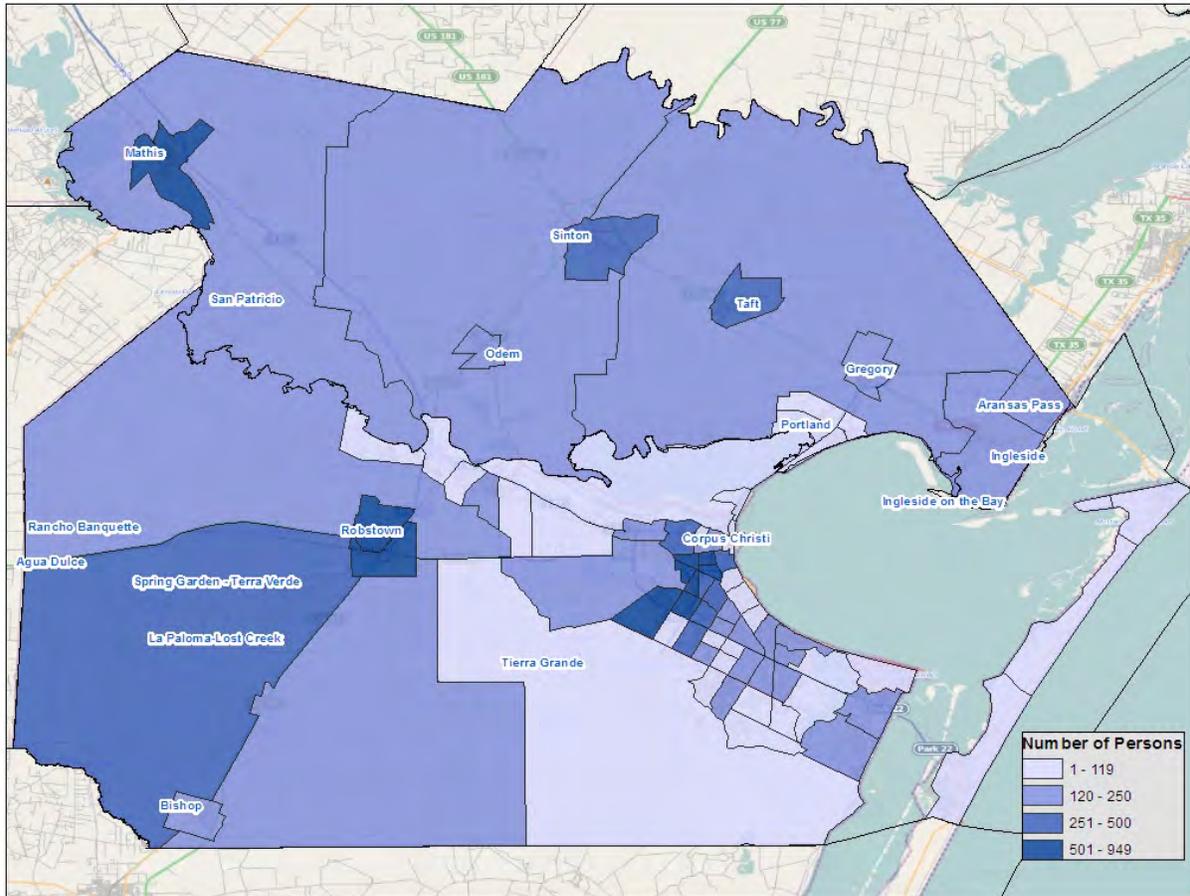
**Table 1: Limited English Proficient Persons in MPO’s Study Area**

County	Total Population	Population 5 Yrs old & older	Number of LEP Persons	Total Population % of LEP Persons
NUECES	313,645	289,673	14,586	4.65%
		Other Indo-Euro	208	1.4%
		Spanish	14,144	97%
		Asian/Pacific	221	1.5%
		All Other	13	.09%
SAN PATRICIO	67,138	61,822	3,005	4.48%
		Other Indo-Euro	40	1.3%
		Spanish	2947	98.1%
		Asian/Pacific	18	.60%
		All Other	0	0%
<b>Totals</b>	<b>380,783</b>	<b>351,495</b>	<b>17,591</b>	<b>4.62%</b>

Table 1 shows the English language skills for persons in municipalities and portions of the counties within the MPO study area. MPO staff reviewed U.S. Census data and determined that of the total population (380,783 persons) in MPO’s study area, 17,591 or 4.62% are LEP. That is, they speak a language other than English. Our table captures that portion of the population that speaks English “not well” or “not at all”.

Map 1 shows the distribution of LEP individuals in the MPO study area. A cluster of LEP persons appear in the urban area mostly on the west side of the City of Corpus Christi.

**MAP 1: Limited English Proficient Population Map by Census Tract**



**Factor 2: Frequency of Contact with LEP Individuals**

MPO staff reviewed the frequency with which the policy and advisory committees, and staff have or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, MPO has had no requests for interpreters and no requests for translated program documents. Historically, MPO has participated and continues to participate in meetings in the census blocks with the highest concentrations of LEP persons. MPO staff has found that no contact with LEP individuals has occurred at any public involvement meetings, other public presentations or in day to day activity.

**Factor 3: The Nature and Importance of Program or Activity to the LEP Community**

As the agency responsible for coordinating the regional transportation planning process, the MPO must make sure that all segments of the population, including LEP persons, have been involved or have had the opportunity to be involved with the planning process. The impact of proposed transportation investments on underserved and underrepresented population groups is part of the evaluation process. MPO provides oversight and helps ensure that LEP and other protected classes of persons are not overlooked in the transportation planning process.

MPO's main function is to support cooperative, comprehensive, and continuing transportation planning as outlined in federal transportation acts. MPO develops three main documents – the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP) and Unified

Planning Work Program (UPWP), and as needed, other studies. The MTP provides direction for transportation investments out to 25+ years in the future. The TIP is a program or schedule of short-range transportation improvements and activities intended to be implemented through a combination of State, Federal and local funding. The UPWP outlines tasks to be performed in the upcoming two year cycle.

Denial or delay of access to services or information provided by MPO would not have life threatening implications on a LEP individual. It is also believed that denial or delay of access to services or information provided by MPO would not have serious implications on a LEP individual, especially compared to the services, such as health, emergency transportation, water, sewer, fire protection, police protection and other emergency services, provided by MPO member organizations.

The majority of the population (57.7%) 5 years and older speak only English.

#### Factor 4: The Resources Available to MPO and Overall Cost

While MPO does serve few LEP persons and has very limited resources, it has been decided to include a LEP section in the Public Involvement Plan with the acknowledgement that current demographic trends indicate the number of LEP persons may increase within the MPO planning area.

Funds available for LEP services would be derived entirely from existing MPO operating funds, and compete with other operational requirements of MPO. It is deemed that written translations of core documents would be so burdensome as to defeat the legitimate objectives of our programs. It is appropriate for MPO to precede with oral interpretation options for compliance with LEP regulations.

### C. LEP Plan Outline

#### 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 MPO activities. 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.

Guidance on examples of notification services available free of charge:

- Post notice of the availability of free language assistance with reasonable advance notice to MPO.
- Outreach documents and website postings will state that language services are available.
- Partner with community-based organizations and other stakeholders to inform LEP individuals of the availability of language assistance services.
- Use automated telephone voicemail attendant or menu to provide information on available language assistance service.
- Provide public service announcements on non-English-language radio and television stations on the available language assistance services.
- When MPO sponsors an informational meeting or event, an advanced public notice of the event shall be published including an offer for a translator (LEP) or interpreter (sign language for hearing impaired individuals).

### Language Assistance Measures

Although the percentage of LEP individuals in the MPO's study area is low, an effort to offer the following measures will be made:

1. MPO staff will take reasonable steps to provide the opportunity for meaningful access to LEP people who have difficulty communicating in English.
2. The following resources may be available to accommodate LEP persons with reasonable advanced notice to MPO:
  - Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time period.
  - Language interpretation will be accessed for all other languages through a telephone interpretation service.

### Staff Training

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

**All contractors or subcontractors performing work for MPO will be required to follow the Title VII/LEP guidelines.**

### Translation of Documents

MPO weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated. Due to the very small local LEP population, MPO will consider that 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.

### Monitoring

MPO will review and update the LEP Plan as required. At a minimum, the plan will be revised when complete data from the 2010 U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the MPO study area. Updates will include the following:

- The number of documented LEP 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 if MPO's financial resources are sufficient to fund language assistance resources needed.
- Determine if MPO has fulfilled the goals of this LEP Plan.

- Document complaints concerning the agency's ability to meet LEP needs.

#### **D. Dissemination of MPO's LEP Plan**

MPO will post the LEP Plan on its website at [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org) . Any questions or comments regarding this plan should be directed to MPO.

Copies of the LEP Plan may be requested via:

- Phone: 361-884-0687
- In person or mail: 602 N. Staples St., Suite 300, Corpus Christi, TX 78401  
Email: [cctxmpo.us](mailto:cctxmpo.us)

#### **V. COMMONLY USED TRANSPORTATION TERMS AND ACRONYMS**

**ADA - Americans with Disabilities Act of 1990:** Federal law that requires public facilities (including transportation services) to be accessible to persons with disabilities including those with mental disabilities, temporary disabilities, and the conditions related to substance abuse.

**ADT - Average Daily Traffic:** The number of vehicles passing a fixed point in a day, averaged over a number of days. The number of count days included in the average varies with the intended use of data.

**AMPO - Association of Metropolitan Planning Organizations:** A national nonprofit membership organization serving the interests of metropolitan planning organizations nationwide.

**AVO - Average Vehicle Occupancy:** The ratio of person trips to vehicle trips; often used as a criteria in judging the success of trip reduction programs.

**AVR - Average Vehicle Ridership:** The number of employees scheduled to start work during specified hours divided by the number of vehicles arriving at the site during those same hours.

**CAAA - Clean Air Act Amendments:** 1990 amendments to the federal Clean Air Act which classify non-attainment areas and provide for rules dealing with air pollution in such areas; specifically brought transportation decisions into the context of air quality control.

**CIA - Community Impact Assessment:** Community impact assessment is "a process to evaluate the effects of a transportation action on a community and its quality of life." It is a way to incorporate community considerations into the planning and development of major transportation projects. From a policy perspective, it is a process for assessing the social and economic impacts of transportation projects as required by the National Environmental Policy Act (NEPA). The assessment may address a variety of important community issues such as land development, aesthetics, mobility, neighborhood cohesion, safety, relocation, and economic impacts.

**CMAQ - Congestion Mitigation and Air Quality Improvement Program:** A categorical funding program created under ISTEA, which directs funding to projects that contribute to meeting national air quality standards in non-attainment areas for ozone and carbon monoxide.

**CMP - Congestion Management Process:** A systematic process required under SAFETEA-LU for all TMAs that shall address congestion management through the metropolitan planning process that provides for effective management and operation, based on a cooperatively developed and implemented metropolitan-wide strategy of new and existing transportation facilities eligible for funding under title 23 and chapter 53 of title 49 through the use of travel demand reduction and operational management strategies. The CMP is required under 23 CFR 500.109 and shall include methods to monitor and evaluate the performance of the multi-modal transportation system, identify causes of congestion, identify and evaluate alternative actions, provide information supporting the implementation of actions,

and evaluate the efficiency and effectiveness of implementation actions. The CMP is periodically reviewed for efficiency and effectiveness of the implemented strategies, the results of this evaluation shall be provided to decision-makers to provide guidance on selection of effective strategies for future implementation purposes.

**DOT - Department of Transportation:** Agency responsible for transportation at the local, state, or federal level. For title 23 U.S.C. federal-aid highway actions, this would mean the Federal Highway Administration and for federal-aid transit actions under title 49 U.S.C, this would mean the Federal Transit Administration.

**EIS - Environmental Impact Statement:** A National Environmental Policy Act (NEPA) document that explains the purpose and need for a project, presents project alternatives, analyzes the likely impact of each, explains the choice of a preferred alternative, and finally details measures to be taken in order to mitigate the impacts of the preferred alternative.

**Environmental Justice:** Describes the impact of transportation plans or projects, either positive or negative, on a particular community or population. Derived from Title VI of the Civil Rights Act of 1964. Environmental Justice strives to ensure public involvement of low income and minority groups in decision making, to prevent disproportionately high and adverse impacts on low income and minority groups, and to assure that these groups receive equal benefits from transportation improvements.

**ETJ: Extraterritorial Jurisdiction:** Geographic area subject to urban municipality ordinance and platting requirements.

**FHPP - Federal High Priority Projects:** Discretionary projects earmarked by the U.S. Congress as high priorities at the federal level during the Congressional appropriations and re-authorization process. This amounts to roughly 5% of the total transportation budget.

**FHWA - Federal Highway Administration:** Division of the U.S. Department of Transportation responsible for administering federal highway transportation programs under title 23 U.S.C.

**Fiscal Constraint:** A requirement, originally of ISTEA, that all plans be financially –constrained, balanced expenditures to reasonably expected sources of funding over the period of the TIP or Long-Range Transportation Plan.

**FTA - Federal Transit Administration:** Federal entity responsible for transit planning and programs under title 49 U.S.C.

**Functional Classification:** Functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide. Basic to this process is the recognition that individual roads and streets do not serve travel independently in any major way. Rather, most travel involves movement through a network of roads. It becomes necessary then to determine how this travel can be channelized within the network in a logical and efficient manner. Functional classification defines the nature of this channelization process by defining the part that any particular road or street should play in serving the flow of trips through a highway network.

**FY - Fiscal Year:** A federal fiscal or budget year; runs from October 1 through September 30 for the MPO and the federal government.

**HOV - High Occupancy Vehicle:** In Texas, vehicles carrying two (2) or more people receive this designation and may travel on freeways, expressways and other large volume roads in lanes designated for high occupancy vehicles.

**IMS - Incident Management System:** A systematic process required under SAFETEA-LU to provide information on accidents and identify causes and improvements to the Transportation system to

increase safety of all users.

**ISTEA - Intermodal Surface Transportation Efficiency Act of 1991:** Federal law which restructured transportation planning and funding by requiring consideration of multimodal solutions, emphasis on the movement of people and goods as opposed to traditional highway investments, flexibility in the use of transportation funds, a greater role of MPOs, and a greater emphasis on public participation.

**ITE - Institute of Transportation Engineers:** An international society of professionals in transportation and traffic engineering; publishes Trip Generation (a manual of trip generation rates by land use type).

**ITS - Intelligent Transportation System:** Use of computer and communications technology to facilitate the flow of information between travelers and system operators to improve mobility and transportation productivity, enhance safety, maximize the use of existing transportation facilities, conserve energy resources and reduce adverse environmental effects; includes concepts such as “freeway management systems,” “automated fare collection” and “transit information kiosks.”

**Intergovernmental Agreement:** Legal instrument describing tasks to be accomplished and/or funds to be paid between government agencies.

**LOS - Level of Service:** A qualitative assessment of a road’s operating condition, generally described using a scale of A (little congestion) to E/F (severe congestion).

**MG - Minimum Guarantee:** A funding category created in TEA-21 that guarantees a 90% return of contributions on formula funds to every state.

**MPO Activities:** Are plans, programs and projects related to the MPO process.

**MPO - Metropolitan Planning Organization:** The forum for cooperative transportation decision-making; required for urbanized areas with populations over 50,000.

**MAP-21 - Moving Ahead for Progress in the 21st Century Act:** Enacted on July 6, 2012, this federal law creates streamlined and performance-based surface transportation program and builds on many of the highway, transit, bike, and pedestrian programs and policies established in 1991.

**MTP - Metropolitan Transportation Plan:** A 25- year forecast plan required of state planning agencies and MPOs; which must consider a wide range of social, environmental, energy, and economic factors in determining overall regional goals and consider how transportation can best meet these goals.

**NHS - National Highway System:** Specific major roads to be designated September 30, 1995; the NHS will consist of 155,000 (plus or minus 15%) miles of road and represents one category of roads eligible for federal funds under ISTEA.

**Officials:** Are people who have governmental decision-making, planning or administrative responsibilities that relate to MPO activities.

**PMS - Pavement Management System:** A systematic process utilized by state agencies and MPOs to analyze and summarize pavement information for use in selecting and implementing cost-effective pavement construction, rehabilitation, and maintenance programs; required for roads in the National Highway System as a part of ISTEA; the extent to which the remaining public roads are included in the process is left to the discretion of state and local officials; criteria found in 23 CFR 500.021-209.

**PTMS - Public Transportation Facilities and Equipment Management System:** A systematic process (required under ISTEA) utilized by state agencies and MPOs to collect and analyze information on the condition and cost of transit assets on a continual basis; data is to be used to help people choose cost effective strategies for providing and keeping transit facilities and equipment in good condition; process must be developed in Transportation Management Areas (TMAs); the use of CMS in non-TMAs is left to the discretion of state and local officials.

**Public Participation:** Is an integral part of a planning or major decision-making process. It provides opportunities for the public to be involved with the MPO in an exchange of data and ideas. Citizen participation offers an open process in which the rights of the community, to be informed to provide comments to the Government and to receive a response from the Government, are met through a full opportunity to be involved and to express needs and goals.

**ROW - Right-of-Way:** Real property that is used for transportation purposes; defines the extent of the corridor that can be used for the road and associated drainage.

**RTDM - Regional Travel Demand Model:** This is a tool for forecasting impacts of urban developments on travel patterns as well as testing various transportation alternative solutions to traffic patterns. The travel patterns are determined from US census results and in simple terms tell where residents live and where they go to work or school on a regional wide basis.

**SIB - State Infrastructure Bank:** Method of financing large capital projects by taking advantage of borrowing against future state revenues.

**Sponsoring Agencies:** Are organizations or governmental units, which enter into agreements with the MPO to undertake transportation related activities, which will be part of the MPO planning process.

**SAFETEA-LU - Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users -** legislation enacted August 10, 2005, as Public Law 109-59. SAFETEA-LU authorizes the Federal surface transportation programs for highways, highway safety, and transit for the 5-year period 2005-2009.

**SMP - Statewide Mobility Plan:** TxDOT's 10 year plan for adding capacity to the transportation system using the Mobility Category Funds of Federal and State Transportation funding.

**SPP - Statewide Preservation Plan:** TxDOT's 10 year plan for maintaining the Transportation system using the preservation categories of Federal and State Transportation funding.

**STIP - State Transportation Improvement Program:** The TxDOT Five Year Work Program as prescribed by federal law.

**TAC - Technical Advisory Committee:** A standing committee of most metropolitan planning organizations (MPOs); function is to provide advice on plans or actions of the MPO from planners, engineers and other staff members (not general citizens).

**TCI - Texas Congestion Index:** This is an index to measure the magnitude of congestion in a single performance measure across the state. The index measures the mobility of people and goods in each Texas metropolitan area, with attention to the delay time experienced by drivers.

**TMMP - Texas Metropolitan Mobility Plan:** This is a state based requirement intended to serve as a framework for identifying unmet transportation needs in the state's larger metropolitan areas. The TMMP is a needs-based plan which quantifies transportation needs beyond the fiscal constraint barrier.

**TPC - Transportation Policy Committee:** A standing committee created for the purpose of serving as spokespersons for the citizens of the metropolitan area and is the designated MPO to prioritize and direct federal transportation funds to local projects. The TPC is comprised of elected officials from the cities and two counties in the urbanized area. The TPC also has representatives from TXDOT, RTA, and Port Authority. The TPC is responsible for creating policies regarding transportation planning issues. The TPC meetings are open to the public and where any member of the public can address the MPO on any transportation issue.

The TPC meets on the first Thursday of each month at 1:30 P.M. The meetings are held at the Corpus Christi City Hall, City Council Chambers, 1201 Leopard Street in Corpus Christi, Texas.

**Transportation Disadvantaged:** People who are unable to transport themselves or to purchase

transportation due to disability, income status or age.

**Title VI of the Civil Rights Act of 1964:** A federal law that protects individuals, groups and organizations from discrimination on the basis of race, color or national origin in federally assisted programs and activities. Since other nondiscrimination authorities have expanded the scope and range of Title VI application and reach, reference to Title VI includes other provisions of federal statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving federal financial assistance.

**Transportation Enhancements:** Specific activities which can be funded with Surface Transportation Program (STP) funds; activities include pedestrian/bicycle facilities, acquisition of scenic easements and scenic historic sites, scenic or historic highway programs, scenic beautification, historic preservation, rehabilitation/operation of historic transportation structures, railway corridor preservation, control/removal of outdoor advertising, archeological planning/research and mitigation of highway runoff water pollution.

**TEA-21 - Transportation Equity Act for the 21st Century:** Federal Legislation authorizing funds for all modes of transportation and guidelines on the use of those funds. Successor to ISTEA, the landmark legislation that clarified the role of the MPOs in the local priority setting process. TEA-21 emphasizes increased public involvement, simplicity, flexibility, fairness, and higher funding levels for transportation.

**The Public:** Includes citizens, public agencies, advocacy groups and the private sectors that have an interest in or may be affected by MPO activities.

**TIP - Transportation Improvement Program:** A priority list of transportation projects developed by a metropolitan planning organization that is to be carried out within the four (4) year period following its adoption; must include documentation of federal and state funding sources for each project and be consistent with adopted MPO long range transportation plans and local government comprehensive plans.

**TMA - Transportation Management Area:** An area designated by the U.S. Department of Transportation given to all urbanized areas with a population over 200,000 (or other area when requested by the Governor and MPO); these areas must comply with special transportation planning requirements regarding congestion management systems, project selection and certification; requirements identified in 23 CFR - 450.300-33.6.

**TSM - Transportation Systems Management:** Strategies to improve the efficiency of the transportation system through operational improvements such as the use of bus priority or reserved lanes, signalization, access management, turn restrictions, etc.

**TTI - Texas Transportation Institute:** A legislatively created research center, located at Texas A & M University, whose purpose is to conduct and facilitate research and serve as an information exchange on issues related to urban transportation problems in Texas.

**TxDOT - Texas Department of Transportation:** State agency responsible for transportation issues in Texas.

**UTP - Unified Transportation Plan:** This is the state's 10 year Transportation Plan with the first 10 years programmed and the second 15 years of projects under design. This document has two parts. The two parts are: The SMP and SPP respectively.

**UPWP - Unified Planning Work Program:** Developed by Metropolitan Planning Organization (MPOs); identifies all transportation and planning activities anticipated within the next one to two years, including a schedule for the completion of the identified tasks and activities.

**V/C Ratio Volume over Capacity Ratio:** This is a roadway performance measure to show how a highway

volume compares with a highway's capacity.

**VMT - Vehicle Miles Traveled:** This is an output of the travel demand model and is a measure of traffic flow over a highway segment. While 1000 vehicles traveling over a mile road and 1 vehicle traveling over 1000 miles are mathematically equal only the former 1000 vehicle mile means anything to the transportation planner.

## **VI. PUBLIC PARTICIPATION PLAN EVALUATION GUIDEBOOK**

### **A. Introduction**

The Federal Highway Administration and the Texas Department of Transportation require that the Corpus Christi Metropolitan Planning Organization (MPO) continuously evaluate the effectiveness of public involvement activities. By continuously evaluating public participation strategies, it is possible to improve or add new public involvement activities to the MPO program and to discard activities that are ineffective. The purpose of this guidebook is to provide guidelines for the evaluation of public participation techniques. The MPO's public participation activities are outlined in the Public Participation Plan (The Plan).

The Plan describes the roles and responsibilities of the MPO and other agencies in the public involvement process and the techniques that could be used by the MPO.

This guidebook describes public involvement techniques, outlines the steps to be taken to evaluate those techniques, and identifies measures to quantify success rates and outlines strategies to improve the MPO's public participation process. This is intended to be a "living" document, with additions and changes based on each evaluation that is performed. This guidebook should be reviewed at least every three years to ensure that appropriate changes are being implemented by the MPO.

### **B. Evaluation Methods and Performance Goals**

In order to determine the effectiveness of the public involvement tools, they must be evaluated and compared to established performance goals. The typical methods for evaluating the effectiveness of public involvement tools are surveys and quantitative statistical analysis. This section briefly describes evaluation methods used by the MPO. For each public involvement tool, performance goals/objectives and the methods for meeting those goals/objectives have been identified.

### **C. Surveys**

Description: Surveys typically consist of short, specific questions regarding public involvement tools that are ongoing or that were used on a specific project. Surveys can be conducted in person, by phone, mail or e-mail.

- Face-to-face and telephone surveys provide quick responses and can be used when a respondent's answer may lead to a follow-up question. For example, respondents may be asked if advertisements are an effective notification tool. If the response is no, the surveyor can ask the respondent why advertisements are not effective and also what other tools they would prefer. In person and telephone surveys can target specific areas or groups or can be random sampling.
- Mail surveys may be used to provide written record of respondent's answers. Mail-back surveys can be distributed at meetings, inside other publications, or by mailing directly to potential respondents. Respondents can be a targeted group, such as members of special interest groups or residents of specific areas, or they can be randomly generated. Return postage for mail surveys typically can be pre-paid by the MPO, or can be the responsibility of the respondent.
- E-mail surveys, like mail surveys, provide a written record of responses. Unlike mail-back surveys, there is little to no reproduction or distribution cost to the MPO to send out the surveys, and little

to no cost to respondents to return a response. To use e-mail surveys, it is necessary to have e-mail addresses for the targeted respondents, and random distribution is not really an option.

#### **D. Statistical Analysis**

Statistics can be used to determine the "return on the investment" of producing public participation tools. For example, the number of persons attending an activity can be compared to the number of persons that were notified of the activity. This type of evaluation can be an indicator of whether or not the tools used for public participation are actually reaching the intended audience, or which tools had a greater response rate.

Statistical analysis is used to evaluate survey responses and the results of the analysis are compared to the evaluation measures to determine the rate of success of public involvement tools.

#### **E. Improvement Strategies**

The MPO continually strives for improved public participation. Improvements should be made to increase public awareness and to improve the quantity and quality of information provided to the public. The decisions made by the MPO may affect the entire population – both residents and visitors – of Nueces and San Patricio Counties. Therefore, seeking public input on those decisions is vital to the success of the MPO as the agency responsible for transportation planning. Each time a public participation evaluation is performed, a list of improvement strategies needed should be identified for implementation. If improvement is needed for an ongoing public involvement task, such as the MPO web site, a reasonable completion date should be established.

If improvement is needed for one-time activities, such as corridor studies, the improvement should be implemented where appropriate on future activities.

**F. Public Participation Tools Evaluation Table**

Public Participation Tool	Evaluation Criteria	Performance Goal(s)	Methods to Meet Goal(s)
Public Participation Plan	No Measure / PPP should reflect the practices of the MPO	Update at least every 3 years	Update and incorporate improvement strategies resulting from public participation evaluations.
MPO Web Site	Number of Hits	Min. of 1,000 hits per month	Use other public participation tools to increase advertisement of the web site.
MPO Master Database	Number of returned items	Max. of 2% return rate per mailing	Make immediate corrections on returned items; verify list every 3 years.
Legal Advertisements	No Measure / Required by Texas Statutes	Remain compliant with Texas Statute	Publish legal advertisements as required
Quarterly Newsletter	Feedback from public; number of returns	Max. of 2% return rate per mailing	Seek news items that generate favorable review; evaluate items that receive negative feedback; correct or improve errors
Display Ad	Feedback from public; number of contacts	15% of mtg. attendees or survey respondents indicate they have seen ad. Ad formats may be modified based on specific comments received	Seek publication in a prominent location of paper; increase size or modify layout to make ads readily visible.
Project Specific Newsletters	Feedback from public; number of contacts	15% of mtg. attendees or survey respondents indicate they have received newsletter -OR- reaches 85% of persons affected by a project.	Increase/decrease distribution to accurately target an area that may be affected.
Press Releases	Feedback from public	No standard. Format may be modified based on specific comments received.	Encourage publication of press releases; keep media informed
Other Media (newsletters, electronic media news, etc.)	Feedback from public; number of contacts	Project featured in community newsletters, presence in electronic news, PSAs of public mtgs. related to MTP process (?)	Provide publishers of newsletters with information. Consider newsletters that may reach affected areas.

**Public Participation Tools Evaluation Table – continued**

Public Participation Tool	Evaluation Criteria	Performance Goal(s)	Methods to Meet Goal(s)
Direct Mailings	Feedback from public; number of contacts	15% of mtg. attendees or survey respondents indicate they received mailing <b>-OR-</b> Reach 85% of persons affected by a project.	Increase/decrease mailing list to accurately target affected areas. Use up-to-date information from Nueces County Property Appraiser to maintain the mailing list.
TV Message Boards	Feedback from public; number of contacts	15% of mtg. attendees or survey respondents indicate they saw the meeting notice.	Provide information to the Govt. Access TV; encourage making announcements prominent.
Project Specific Web Sites	Feedback from public; number of hits	Min. of 30 hits/month; increase by 10% over the life of the project; expectations may be higher based on study area size.	Use other public involvement tools to increase advertisement of the web site.
Project Specific Open Houses/Workshops	Feedback from public; attendance	3%-5% of affected population (based on study area) in attendance.	Schedule at convenient times & locations; hold workshops; use other tools to increase awareness.
Small Group Meetings	Feedback from public; met group expectations	N/A; these mtgs. are held at the request of affected groups.	MPO/consulting staff is available to host group mtgs. regarding MPO activity or issue; mtg. formatted to provide information requested by the group; highlights issues of interest to group.
E-mail Announcements/ Internet Message Boards	Feedback from public; number of contacts	5% of mtg attendees & survey respondents indicate having seen announcement.	Increase e-mail list by advertising the availability of email announcements using other public involvement tools.

Public Participation Tools Evaluation Table – continued

Public Participation Tool	Evaluation Criteria	Performance Goal(s)	Methods to Meet Goal(s)
Citizens Advisory Committees	Feedback from public; attendance	N/A. These committees are part of most planning studies. Members are appointed by elected officials in the study area.	MPO and consultant staff should encourage appointed members to attend committee meetings.
Fact Sheets	Feedback from public; number of contacts	Positive Comments.	
MPO Logo	Feedback from public; number of contacts	Recognition of the Logo.	The MPO logo should be used on all MPO products and publications, and on materials for all MPO sponsored activities.
Public Hearings	Feedback from public;	3%-5% of affected population (based on study area) in attendance.	Host at convenient & accessible times/locations; use other public involvement tools to increase awareness of hearings.
Comment Forms	Feedback from public; number of contacts	60% of attendees filled out form -OR- 2% of web site visitors submitted form -OR- 20% of mail recipients return the form.	Encourage responses as they improve the planning process.
Surveys	Feedback from public; number of responses	60% of contacted persons participate -OR- 20% of mail recipients return survey	Encourage responses as they improve the planning process.
Government Access TV	Feedback from public; number of contacts	15% of mtg. attendees or survey respondents indicate they saw mtg notice.	Provide information to Government Access TV; encourage prominent placement.
Poster and Flyers	Feedback from public; number of contacts	15% of mtg attendees or survey respondents indicate they saw poster.	Increase distribution to common area visible to the general public.

## APPENDIX

**APPENDIX A**  
**Historical Updates and Amendments**

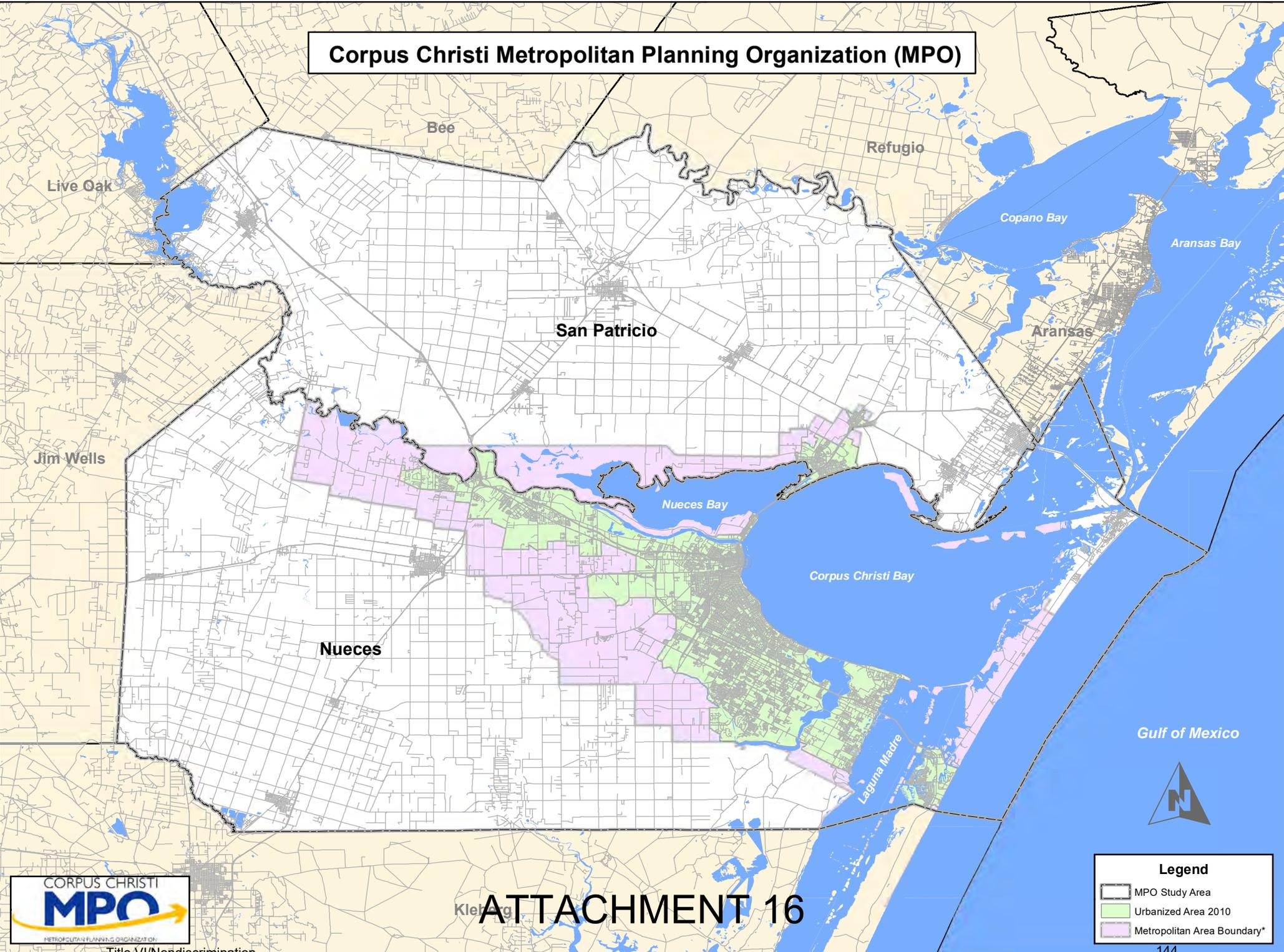
## Historical Updates and Amendments

- 1994 The Transportation Policy Committee (TPC) adopted the Public Involvement Policy (PIP) for the Corpus Christi Metropolitan Planning Organization (MPO) in December 1994.
- 1999 The PIP is revised to add a section on Federal Requirements and Methods of Compliance and added new addresses in the Mailing List. Adopted by TPC in May 1999.
- 2001 The PIP is revised to improve its effectiveness and add private transit providers and users in mailing list. Adopted by TPC in October 2001.
- 2006 The PIP is revised and approved by TPC. The MPO's Public Participation Plan (PPP) is adopted by resolution on April 6, 2006.
- 2012 The PPP is amended to include Limited English Proficiency (LEP) Language in compliance with Executive Order #13166. Adopted by TPC on September 6, 2012.
- 2017 The PPP is administratively amended as follows on March 16, 2017:
- "Information Resource Manager" changed to System Administrator
  - "Transportation Planner II" changed to GIS Manager
  - YouTube description added "of Transportation Policy Committee meetings in compliance with SB 1237, related to internet broadcast of open meetings held by the policy board of certain MPOs"
  - Address change to 602 N. Staples, St, Suite #300, Corpus Christi, TX 78401
- 2018 The PPP is updated to address Fixing America's Surface Transportation (FAST) Act requirements, including administrative updates to improve document flow. Public ports are added to the list of interested parties. The list of private providers of transportation is expanded to include intercity bus operators and employer-based community programs such as carpools, vanpools, shuttle, transit benefits parking cash-out, or telework programs. Agencies responsible for tourism (Corpus Christi Convention & Visitors Bureau) and natural disaster risk reduction (Local Emergency Planning Committee – Corpus Christi) are added to the list of agencies with whom the MPO makes a good faith effort to consult with regarding transportation planning activities. Adopted by the TPC on April 5, 2018.

FY 2018 Four-factor Analysis

Table 1: Limited English Proficient Persons	MPO Study Area		Nueces		San Patricio	
	Estimate	LEP %	Estimate	LEP %	Estimate	LEP %
Total Population 5 years and over	392,965		331,132		61,833	
Total LEP Population 5 years and over	13,910	3.54%	11,067	3.34%	2,843	4.60%
Spanish	12,819	3.26%	10,028	3.03%	2,791	4.51%
Indo-European	194	0.05%	188	0.06%	6	0.01%
Asian/Pacific	847	0.22%	802	0.24%	45	0.07%
All Other	50	0.01%	49	0.01%	1	0.002%

# Corpus Christi Metropolitan Planning Organization (MPO)



Gulf of Mexico



**Legend**

- MPO Study Area
- Urbanized Area 2010
- Metropolitan Area Boundary\*



## ATTACHMENT 16

\*The Corpus Christi MPO's Metropolitan Area Boundary (MAB) is the area in which the metropolitan transportation planning process must be carried out, per the Federal Highway Administration. It comprises the cities of Corpus Christi, Portland, and Gregory as well as portions of Nueces and San Patricio Counties.

**CORPUS CHRISTI METROPOLITAN PLANNING ORGANIZATION (MPO)**

602 N. Staples Street, Suite 300 Corpus Christi, Texas 78401 Telephone: (361) 884-0687

**TRANSPORTATION POLICY COMMITTEE (TPC)**  
**MEETING AGENDA**

**2:00 P.M. Thursday, August 2, 2018**  
**Corpus Christi City Hall Council Chambers,**  
**1201 Leopard Street, Corpus Christi, TX 78401**

**1. Call to Order and Quorum Determination**

**2. Introduction of Visiting Agency Officials**

**A. Introduction of new TPC member, the Honorable Cathy Skurow – Mayor for the City of Portland**

**3. Public Comments**

Opportunity for public comment on the TPC agenda items within the Committee’s jurisdiction (except any matter related to pending litigation). Proceedings are recorded. We ask that remarks be brief (limited to three minutes), that you identify yourself, and give your address.

**4. Approval of the May 3, 2018 TPC Meeting Minutes**

**5. Presentation: TxDOT Update of Key On-System Mobility and Connectivity Projects**

Mr. Caron, District Engineer for TxDOT - Corpus Christi District (TxDOT-CRP) provides an update on the status of various mobility and connectivity projects on the State Highway system within Nueces and San Patricio Counties.

**6. Discussion and Possible Action**

**A. Resolution authorizing the MPO to enter into a Non-construction Advanced Funding Agreement (AFA) with TxDOT regarding the Resilience and Durability to Extreme Weather Pilot Project**

The execution of an AFA with TxDOT requires a resolution identify certain elements that include the funding source, the sponsoring entity’s commitment to payments and overruns, and an authorized signatory confirming the MPO is approved to enter into an AFA with TxDOT.

**Staff is seeking TPC action in the form of approval for the resolution authorizing the MPO to enter into an AFA with TxDOT regarding the Resilience and Durability to Extreme Weather Pilot Project.**

**B. Renewal of the Metropolitan Transportation Planning Agreement between TxDOT, MPO, and Nueces County (Fiscal Agent of the MPO)**

The proposed renewal of the Metropolitan Transportation Planning Agreement outlines the roles and responsibilities of the parties involved in carrying out the metropolitan transportation planning process. The new contract is set to renew October 1, 2018 and expire September 30, 2024.

**Per Technical Advisory Committee (TAC) recommendation, staff is seeking TPC action in the form of approval of the Metropolitan Transportation Planning Agreement.**

**C. Adoption of the 2018-2020 Title VI/Nondiscrimination Plan and Resolution to designate the MPO’s Title VI/Nondiscrimination Coordinator**

The proposed MPO 2018-2020 Title VI/Nondiscrimination Plan outlines the MPO’s commitment that no person shall on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination. To comply with this federal requirement, MPO has updated its Policy Statement and developed a Title VI Plan.

Per TAC recommendation, staff is seeking TPC action in the form of approval of the proposed 2018-2020 Title VI/Nondiscrimination Plan and Resolution designating the MPO's Title VI/Nondiscrimination Coordinator.

## 7. Staff Briefing

- A. Interim MPO Transportation Planning Director appointment
- B. Selection of Coastal Engineering Service Provider
- C. Election of TAC Chair and Vice Chair
- D. MPO Bike Mobility Survey Launch on August 11, 2018 at Nueces County Medical Society Health Fair
- E. Next Transportation Policy Committee Meeting: September 6, 2018

## 8. EXECUTIVE SESSION

**PUBLIC NOTICE** is given that the Transportation Policy Committee may elect to go into an Executive Session anytime during the meeting to discuss matters listed on the Agenda, when authorized by the provisions of the Open Meetings Act, Chapter 551 of the Texas Government Code. In the event the Transportation Policy Committee elects to go into Executive Session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the Executive Session will be publicly announced by the presiding officer. In accordance with the authority of the Government Code, Vernon's Texas Codes, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, the Transportation Policy Committee will hold an Executive Session to consult with attorney(s) including matters related to litigation; deliberate regarding real property; prospective gift(s); personnel matters, including termination; security devices; and/or economic development negotiations and other matters that may be discussed in an Executive Session. Upon completion of the Executive Session, the Transportation Policy committee may in an open session take such action as appropriate on items discussed in an Executive Session.

## 9. TPC Members' Comments and Concerns

## 10. Future Agenda Items

## 11. Adjourn

All MPO Committee meetings are **public meetings** and open to the public. Any persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the MPO at 884-0687 at least 48 hours in advance so that appropriate arrangements can be made.

If you would like us to explain this information, or you would like it in Spanish, please call us at (361) 884-0687 or contact us by email at [ccmpto@cctxmpo.us](mailto:ccmpto@cctxmpo.us). We are located at 602 N. Staples Street, Suite 300, Corpus Christi, TX 78401. Copies available upon request.

**Información en Español:** Si usted desea esta información en Español o si desea explicación sobre el contenido, por favor llámenos al teléfono (361) 884-0687 o comuníquese con nosotros mediante correo electrónico a [cctxmpo@cctxmpo.us](mailto:cctxmpo@cctxmpo.us). Nuestras oficinas están ubicadas en el 602 N. Staples Street, Suite 300, Corpus Christi, TX 78401. Copias se proveerán a petición.

**TPC meeting live broadcast information:** In compliance with [Texas Senate Bill 1237](#), enacted September 1, 2015, related to internet broadcasts of open meetings held by the policy board of certain MPOs. The Corpus Christi MPO is broadcasting [internet live video stream](#) of its Transportation Policy Committee (TPC) meetings. Consult local cable TV providers for live broadcast channels and schedules.

# Language Assistance Request Form

MAIL or deliver to: Corpus Christi MPO  
602 N. Staples Street, Suite 300  
Corpus Christi, TX 78401

Language Assistance Request Form – *Based on the availability of financial resources and reasonable advance notice, the MPO will make every effort to honor written requests submitted for language assistance.*

Date of Request: \_\_\_\_\_

Requested by (Name): \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Type of Language Assistance Requested:

\_\_\_\_\_

For documents, describe document to be translated:

\_\_\_\_\_

*A confirmation to all requests will be provided within 48 hrs. of receipt.  
Please note translations may take up to 21 days for completion.*

**OFFICE USE ONLY:**

Date Request Received: \_\_\_\_\_

Confirmation Date: \_\_\_\_\_

Confirmation Contact: \_\_\_\_\_

Translation Due Date: \_\_\_\_\_

MPO Title VI

Title VI - Corpus Christi MPO

Title VI of the Civil Rights Act of 1964 encourages us to gather statistical data on MPO activities to ensure inclusion of all segments of the population. Your responses to the following questions are voluntary:

**\* 1. Gender**

- Male
- Female

**\* 2. Race:**

- Caucasian
- American Indian/Alaskan Native
- African American
- Asian
- Hawaiian/Pacific Islander

**\* 3. How do you communicate in English?**

- Very Well
- Well
- Not Well
- Not At All

**\* 4. Please provide your zip code:**

Done

Powered by



See how easy it is to [create a survey](#).

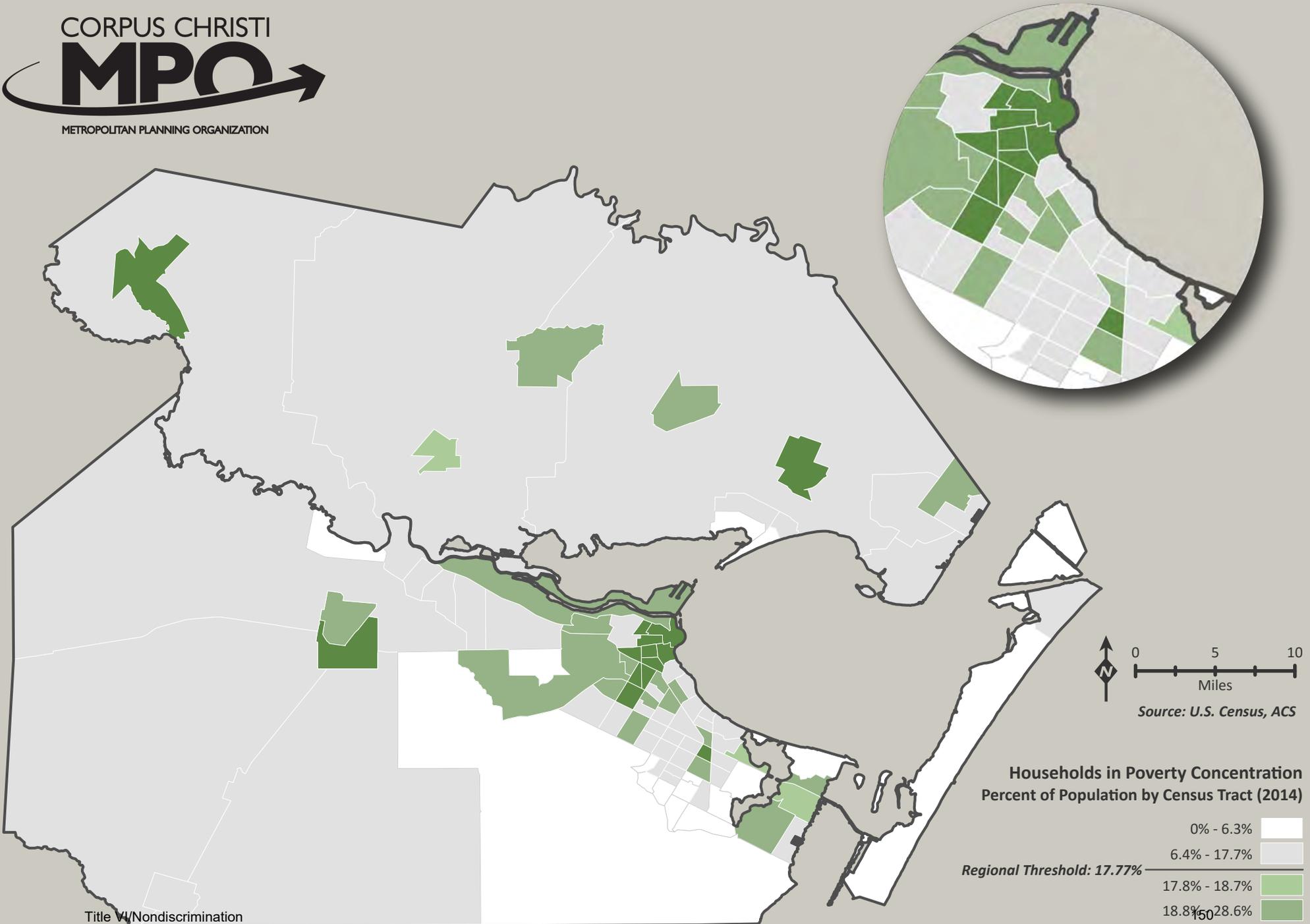
[Privacy & Cookie Policy](#)

**Performance Measures Related to Title VI – Data Collection Plan**

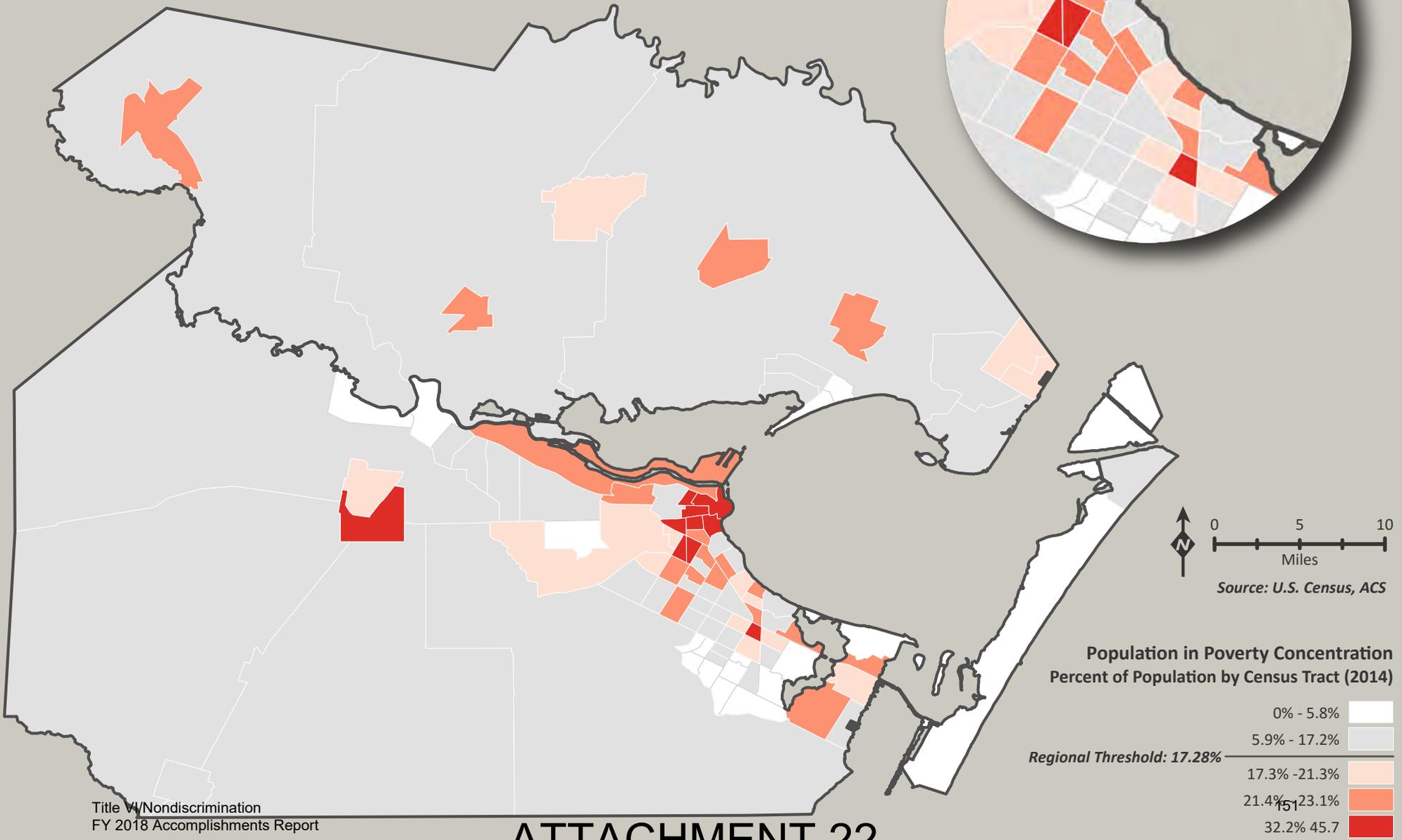
Expand mobility option is for all populations							
Equity / Accessibility	Region	Project	Definition	Source	Geography	Scoring Methodology	
Project in "Equity Target Area"?				EPA – EJ Screen	Metropolitan Area Boundary	Yes = 25*, No = 0; The average percentage for each demographic indicator is calculated within the two county study area. A project is given a 'Yes' if it falls within block groups that are above average in at least 4 of the 6 indicators listed in EJ Screen Tool.	
Project limits include direct access to school			Early childhood education and daycare centers, elementary/middle/high schools (public and private), higher education campus.	MPO		Yes = 25*, No = 0	
Project limits include direct access point to low income housing			Section 8 housing or tax credit property.				
Project limits include direct access point to primary food resource			Grocery stores; bakeries; meat, fish, and produce markets; corner store markets.				
Project limits include direct access to primary medical resource			Public hospital or clinic.				
Project limits include direct access to civic institution			City Hall, post offices, public libraries, municipal courts, court houses.				
Maintain EPA Ozone Attainment Status							
Environmental Impact	Region	Project	Definition	Source	Geography	Scoring Methodology	
Project Includes Water Quality BMP?				City of Corpus Christi - Engineering	Metropolitan Area Boundary	Yes = 25*, No = 0; Data only available for projects for which preliminary design is complete.	
Number of 8-hour Exceedances above Federal Ozone Standard				TCEQ	MPO Study Area	Raw Count	

Stewardship

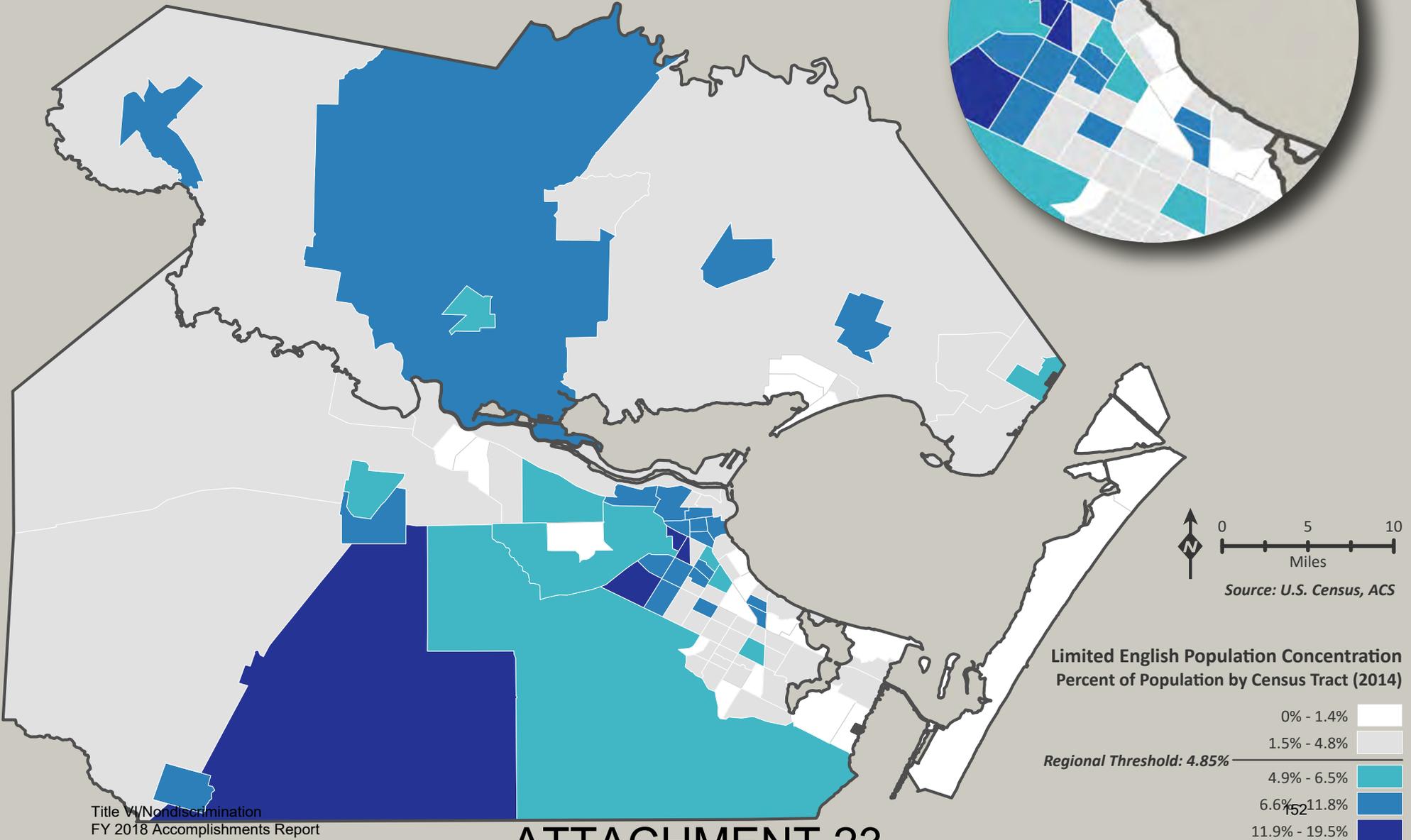
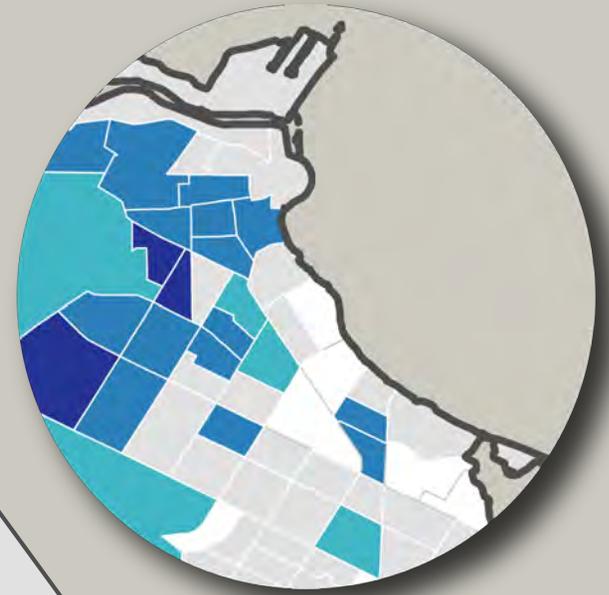
# Concentration of Households in Poverty



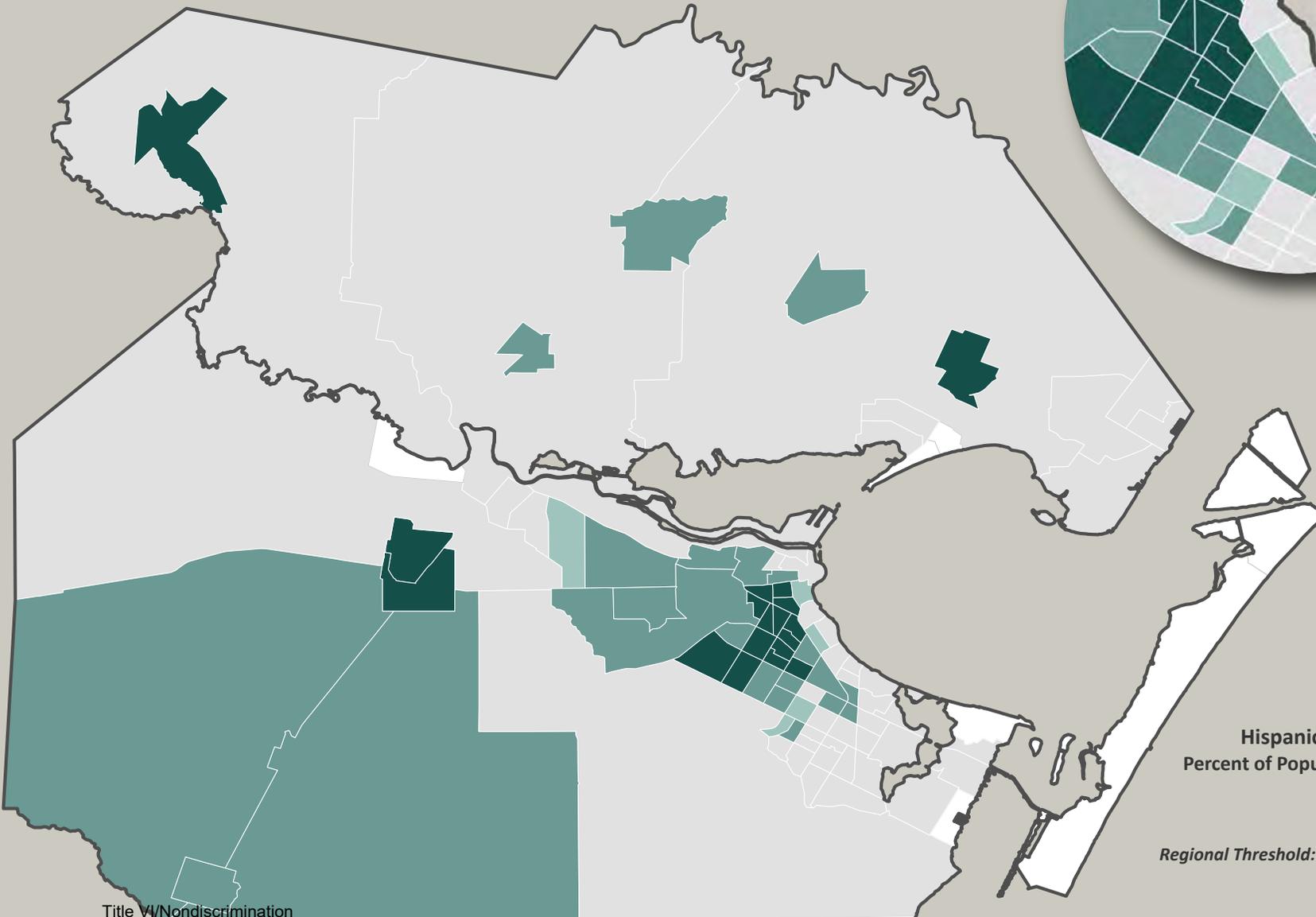
# Concentration of Population in Poverty



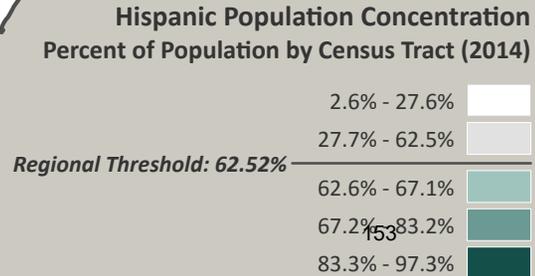
# Concentration of Population with Limited English



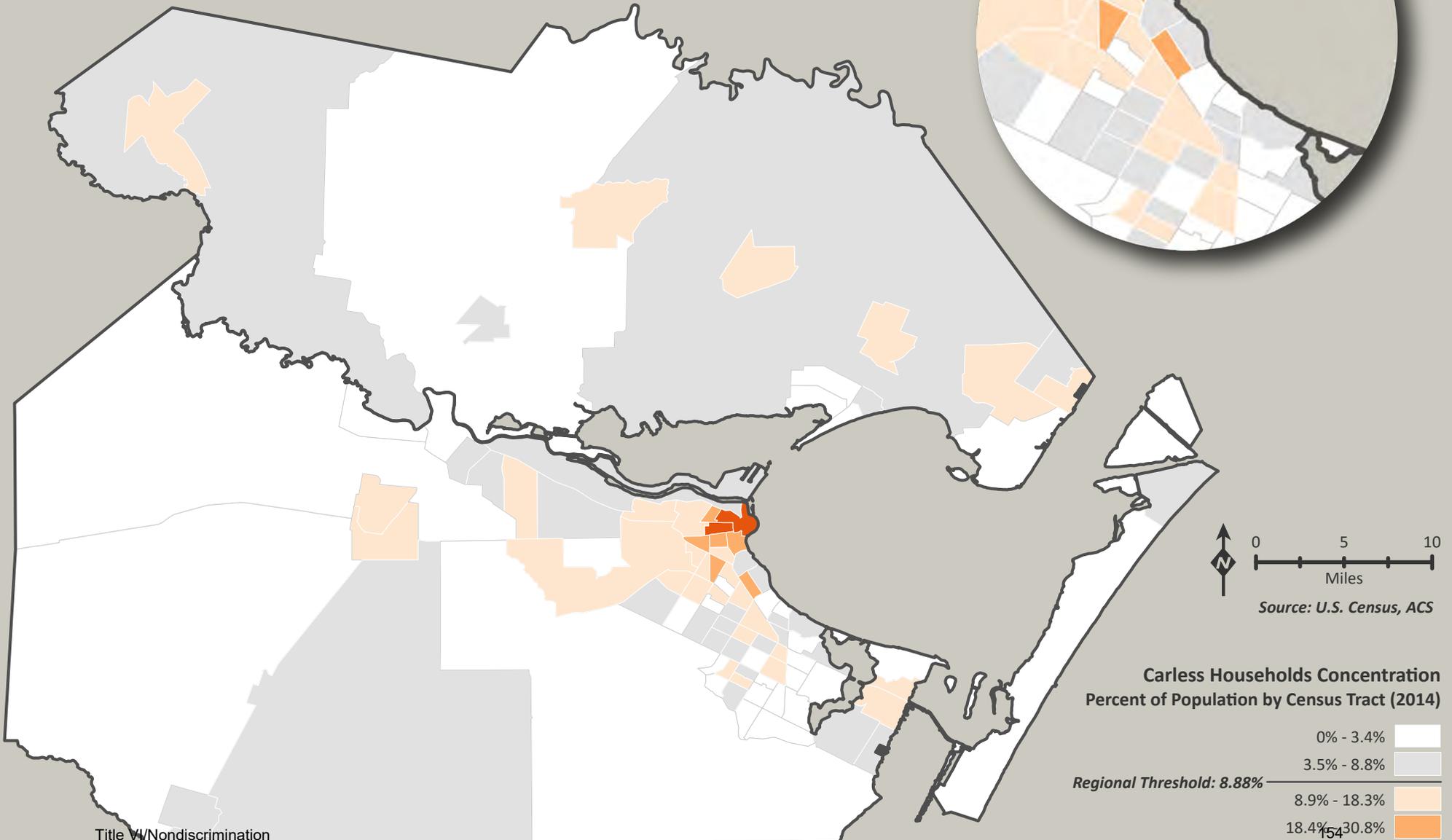
# Concentration of Hispanic Population



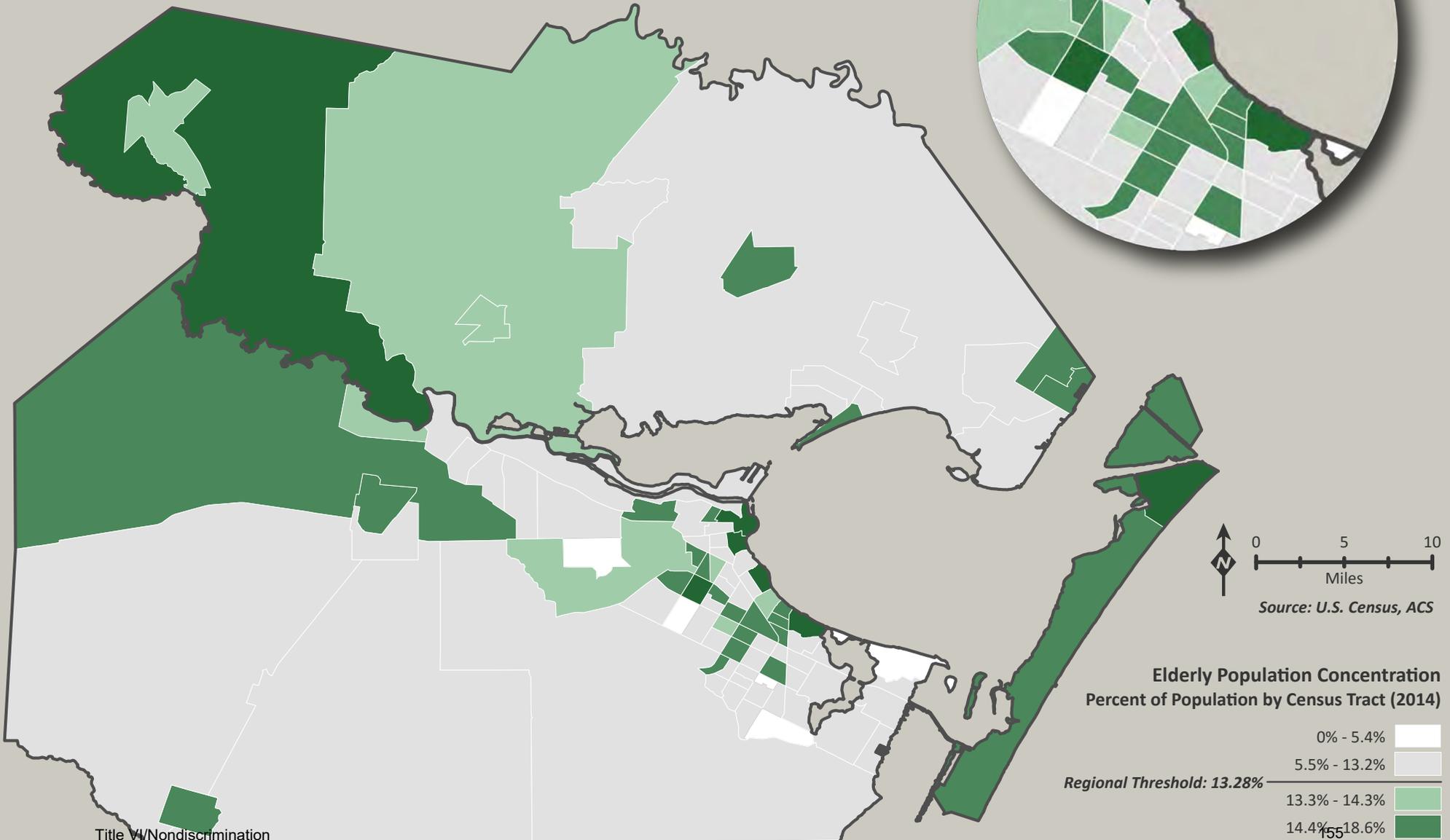
Source: U.S. Census, ACS



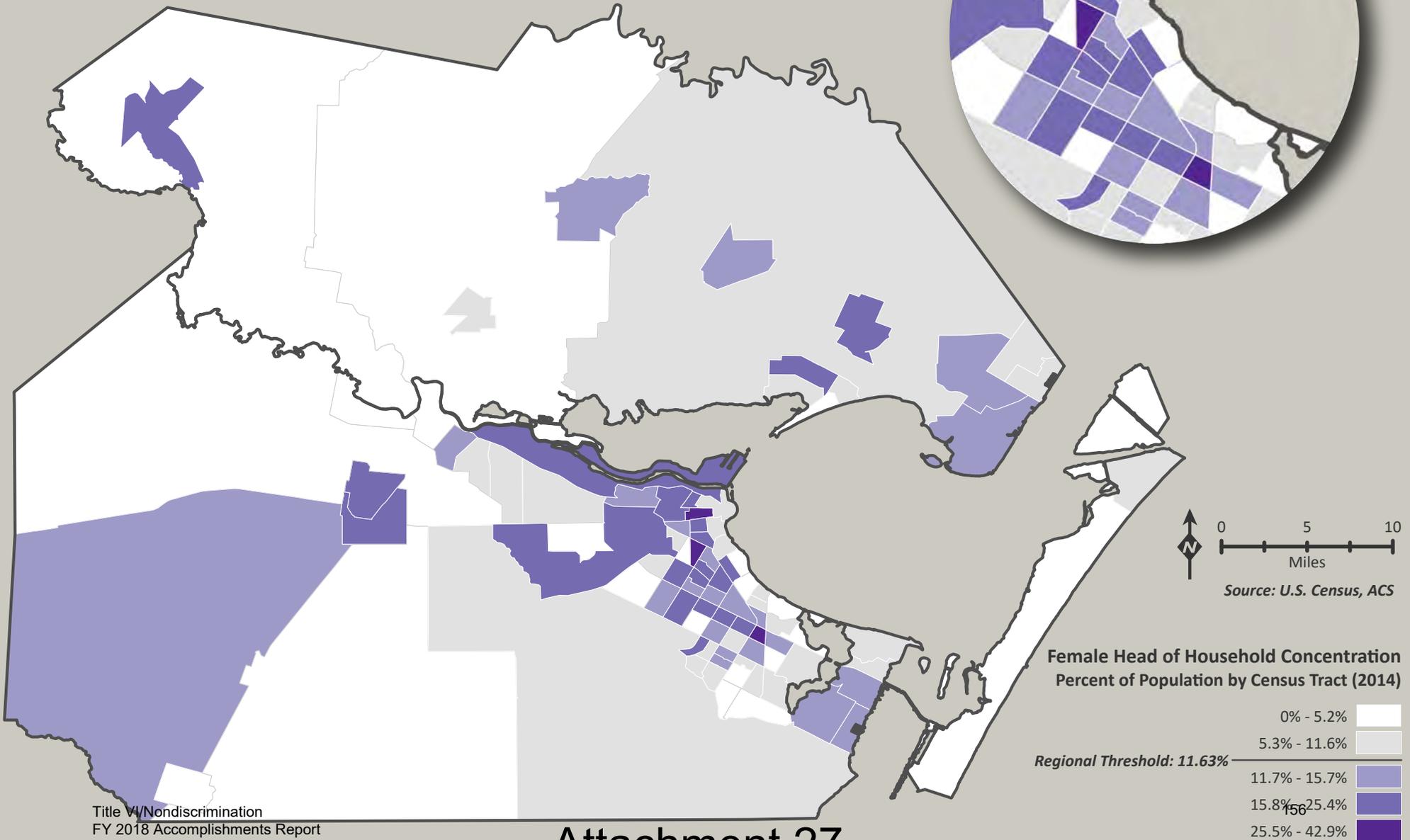
# Concentration of Carless Households



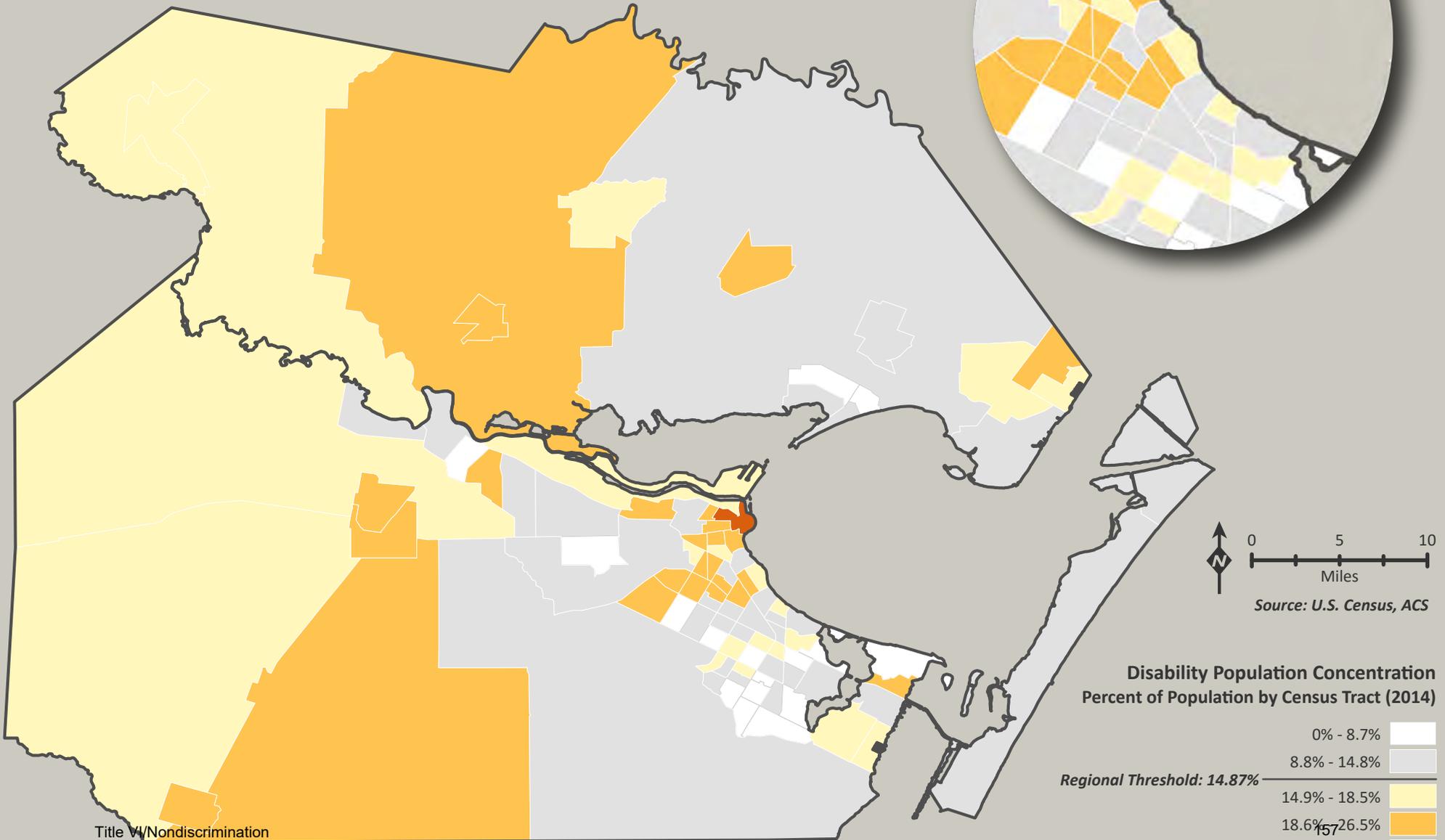
# Concentration of Elderly Population



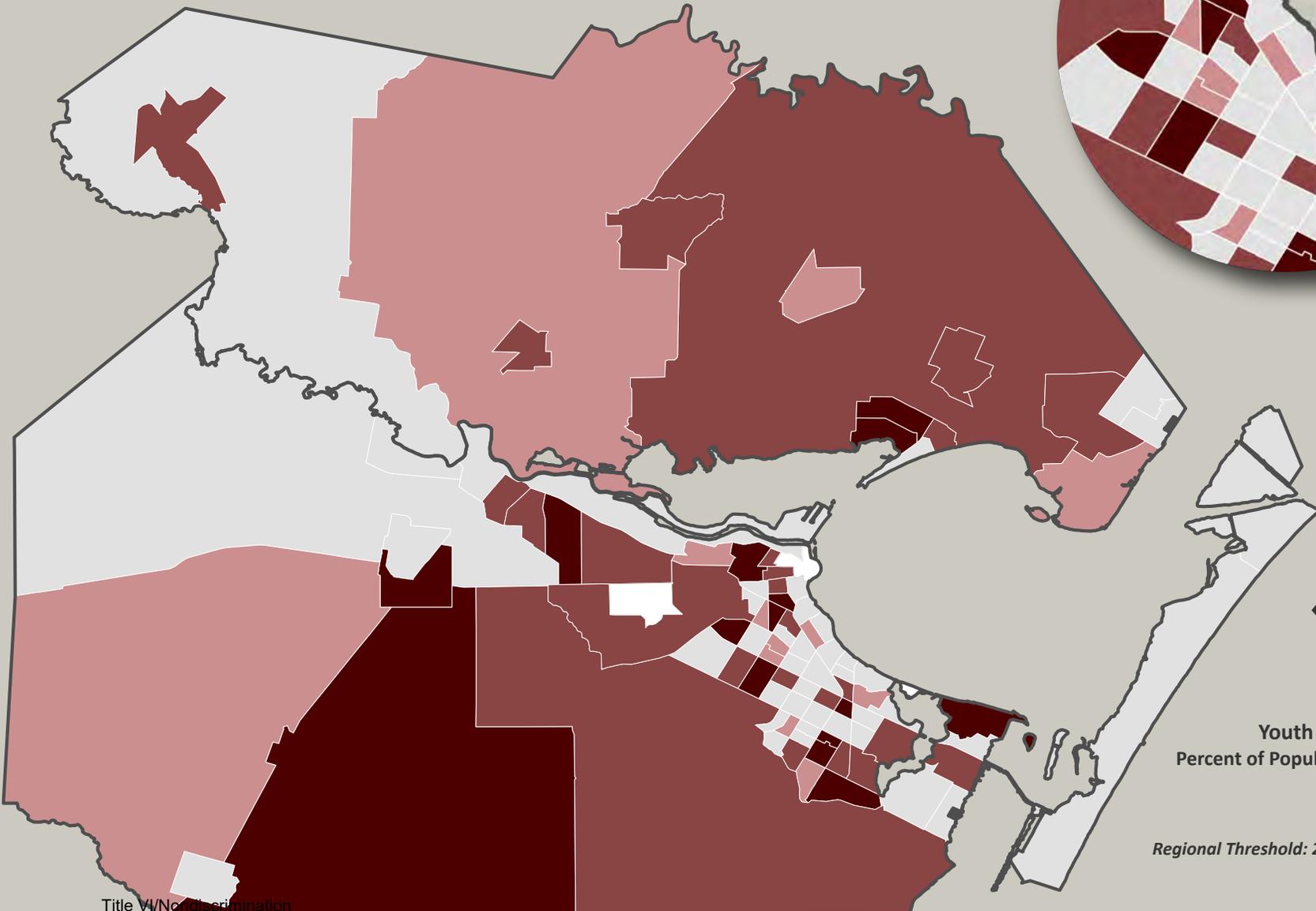
# Concentration of Female Head of Household



# Concentration of Population with Disabilities



# Concentration of Youth Population



Source: U.S. Census, ACS

**Youth Population Concentration**  
Percent of Population by Census Tract (2014)



Title VI/Non-discrimination  
FY 2018 Accomplishments Report