

CITY OF MAPLE VALLEY
PUBLIC WORKS AGREEMENT FOR NAME OF PROJECT - CAPS

Contract No. _____

Contractor: INSERT CONTRACTORS
NAME - CAPS

This Agreement is entered into by and between the CITY OF MAPLE VALLEY, WASHINGTON, a municipal corporation hereinafter referred to as “City,” and Insert contractors name -CAPS, a Insert State of Incorporation and Type of Entity – example: a Washington Corporation, a Washington Limited Liability Company, Sole Proprietorship, Municipal Corporation, etc., hereinafter referred to as “Contractor.”

WHEREAS, the City desires to have certain public works services performed for its citizens; and

WHEREAS, the City has selected the Contractor to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the respective parties hereto, and other valuable consideration, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Contractor. The Contractor shall perform the services outlined in Exhibit “A” of this Agreement. In performing these services, the Contractor shall at all times comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

a. The City shall pay Contractor: According to the rates set forth in the Bid Proposal dated Insert Date in an amount not to exceed \$Insert Amount, excluding approved change orders.

b. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit “B.”AA

c. Each voucher claim submitted by Contractor shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of Intent to Pay Prevailing Wages on file with the City.

d. Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Contractor shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount to be paid exceed the “not to exceed” amount of \$Insert Amount, unless the parties mutually agree to the payment of additional fees and expenses by Change Order as authorized by the City. The Contractor shall complete and return Exhibit “C,” Tax Identification Number, prior to execution of this Agreement.

e. Any change or modification to this Agreement for additional services as above referenced shall be by written Change Order and signed by the parties to this Agreement. Any compensation due for the

changes or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties by Change Order.

3. Termination.

a. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice.

b. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

c. This Agreement may be canceled immediately if the Contractor's insurance coverage or financial guarantee provided to the City under this Agreement is canceled for any reason or if the Contractor is unable to perform the services called for by this Agreement.

d. The Contractor reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

e. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution by the last Party to sign this Agreement and ending Insert Date unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

5. Prevailing Wages

a. The Contractor shall pay all workers performing services under this Agreement not less than the prevailing wage adopted by the Washington State Department of Labor and Industries. The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Insert Applicable Effective Date from L&I Website. A copy of the applicable prevailing wage rates are also available for viewing at City Hall, located at 22017 SE Wax Road, Suite 200, Maple Valley, Washington, 98038. Upon request, the City will mail a hard copy of the applicable prevailing wages for the project. The Contractor shall also comply with the prevailing wage laws codified under RCW Chapter 39.12 as written or hereinafter amended, and all applicable provisions of the Washington Administrative Code relating thereto. This Agreement shall not be construed as prohibiting the Contractor from taking advantage of any exemption from paying the prevailing wage rate under a special certificate issued by the Department of Labor and Industries ("L&I") for vocational handicapped workers or of any other exemption or exception authorized by law.

b. Upon execution of this Agreement, the Contractor, and all subcontractors under contract to the Contractor, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I on forms approved by L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of an approved "Statement of Intent to Pay Prevailing Wages" form for the Contractor and all subcontractors under contract to the Contractor, by the industrial statistician of L&I. For all contracts with the City over \$10,000, the "Statement of Intent to Pay Prevailing Wages" shall include:

- (1) The Contractor's (and each Subcontractor's) registration certificate number; and
- (2) The prevailing rate of wages for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

c. The City shall hold five percent (5%) retainage on each invoice pursuant to RCW 60.28.011. However, depending upon the choice made by the Contractor in Section 8, herein, pertaining to provisions of bonding, if the Contractor chooses to forego bonding, the City will require 10 percent retainage. Upon final acceptance of the work to be performed under this Agreement, the Contractor, and all subcontractors under contract to the Contractor shall be required to submit an Affidavit of Wages Paid to the industrial statistician of the Department of Labor & Industries for approval. This Affidavit must be certified by the industrial statistician before it is submitted to the City. Retainage will be released, subject to all of the provisions of RCW 39.08.010, ch. 39.12 RCW and ch. 60.28 RCW.

d. If a subcontractor to the Contractor fails to submit an Affidavit of Wages Paid form, the Contractor may file said form on behalf of the nonresponsive subcontractor. Such form(s) may only be filed on behalf of a nonresponsive subcontractor who has ceased operations or failed to file as required herein. Filings made on behalf of a subcontractor may not be accepted sooner than thirty-one days after the acceptance date of the work completed by the Contractor and the Contractor filing the Affidavit of Wages Paid form must accept responsibility for payment of prevailing wages unpaid by the subcontractor pursuant to RCW 39.12.020 and 39.12.065.

6. Independent Contractor.

a. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

b. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

7. Indemnification/Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Bonding and Option for Increased Retainage. Upon execution of this contract, and pursuant to RCW 39.08.010, the Contractor may either furnish a payment and performance bond to the City along with

five percent (5%) retainage, or elect to not furnish a performance and payment bond to the City and instead have the City hold 10 percent (10%) retainage on each invoice by choosing one of the following options:

(Initials of Contractor required) The Contractor shall furnish a payment and performance bond in the full amount of the contract price, plus state sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion and final acceptance of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto. The bond must specify that the surety agrees to be bound by the laws of the State of Washington and be subject to jurisdiction of the state of Washington, and to venue in King County, Washington. If this option is selected, the City will withhold five percent (5%) retainage on each invoice;

Or

(Initials of Contractor required) The Contractor, by selection of this option, and in lieu of a payment and performance bond, hereby authorizes the City to retain 10 percent of the contract amount for a period of thirty days after the date of final acceptance of the work to be performed under this Agreement, or until receipt of all necessary releases from Department of Revenue and Department of Labor and Industries and settlement of any liens filed under ch. 60.28 RCW and all necessary certificates from state agencies pursuant to ch. 60.28 RCW, whichever is later.

9. Insurance. The Contractor shall procure and maintain insurance, as required in this Section, without interruption, from commencement of the Contractor's work through the term of the agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

a. No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resources to any remedy available by law or equity.

b. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage as stated below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 0305 09 or equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

c. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

(3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

d. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

(1) The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

(2) The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

f. Contractor's Insurance For Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or sub-contractors as well as to any temporary structures, scaffolding and protective fences.

g. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

i. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

j. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

k. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

l. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. The Contractor shall ensure that the City is an additional insured on each and every subcontractors' Commercial General Liability insurance policy using an

endorsement at least as broad as ISA Additional Insured endorsement CG 20 38 04 13.

10. Delays. The Contractor is not responsible for delays caused by factors beyond the Contractor's reasonable control. When such delays beyond the Contractor's reasonable control occur, the City agrees the Contractor does not owe for damages, nor shall the Contractor be deemed to be in default of the Agreement.

11. Successors and Assigns. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee or applicant for employment, or any person seeking the services of the Contractor under this Agreement, because of sex, age, race, color, religion, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

13. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

To the City:

City of Maple Valley
Laura K. Philpot, City Manager
P.O. Box 320 (mailing address)
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
425-413-8800; fax: (425) 413-4282

With a copy to:

City of Maple Valley
Attention: Project Manager
P.O. Box 320 (mailing address)
Maple Valley, WA 98038

To the Contractor:

Contractors Business Name
Contact Person Name
Mailing/Physical Address
City, State, Zip Code
Phone Number; Fax Number

14. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

15. General Administration and Management. The manager of this Agreement shall be Name of Project Manager of the Appropriate Department or his/her designee.

16. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

17. Contract Documents. The Contract Documents, which set forth the terms of the contract between the City and the Contractor, and which are entered into by the acceptance of the Contractor's bid and the signing of this Agreement, consist of all the documents that are included within the Insert Name of Bid Proposal: i.e. Maple Valley Youth Center Specifications, Proposal and Contract Documents, G&O #06492, October 2006 materials, including all of the documents included within the Insert Name of Applicable Bid Documents: i.e. "Invitation to Bid, General Information and Documents, General Provisions, Special Provisions and Technical Provisions as well as all Appendices attached thereto, all of which are a part thereof as if herein set forth in full, and if not attached, as if hereto attached, and also including:

- a. Addenda; if any
- b. Change Orders, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto; and
- c. All modifications or changes issued pursuant to the Contract Documents.

There are no Contract Documents other than those above listed. The Contract Documents may only be amended by Change Order as provided in the Contract Provisions.

CITY OF MAPLE VALLEY

NAME OF CONTRACTOR -
CAPS

By: Laura K. Philpot
Title: City Manager
Date: _____

By: _____
Title: _____
Date: _____

Attest:

Andrew Dacuag, City Clerk

Approved as to form:

Patricia Taraday, City Attorney

Attachments: Exhibits "A," "B," "C," and "D"

Authorizing Resolution No. Insert Number or delete if n/a

EXHIBIT A
SCOPE OF WORK

**EXHIBIT B
CITY OF MAPLE VALLEY INVOICE SUMMARY FORM**

Attn: Accounts Payable
P.O. Box 320, Maple Valley, WA 98038
(425) 413-8800; Fax (425) 413-4282, or
Scan Invoice to finance2@maplevalleywa.gov
AND cd-pw@maplevalleywa.gov

City Contract No.: _____ Invoice No.: _____ Invoice Date: _____

Consultant: _____

Mailing Address: _____

Invoice Contact Name: _____ Telephone: _____

Reporting Period: _____

Payable Amount: \$ _____

Attach Invoice to describe services performed this period.

BUDGET SUMMARY:

Total Contract Amount \$ _____

Total Paid to Date \$ _____

Total Retained \$ _____

Contract Balance \$ _____

Current Services \$ _____

Retainage \$ _____

Current Invoice Payable Amount \$ _____

Total Request to Date \$ _____

Total Retained to Date \$ _____

Remaining Contract Balance \$ _____

Consultant Signature:

By: _____

Date: _____

Print name: _____

Title: _____

Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Consultant shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the "not to exceed" amount of \$ _____, unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Consultant shall complete and return Exhibit "C," Tax Identification Number, prior to execution of this Agreement.

For Department Use Only

Approved for Payment:

Budget No.: _____ Signature: _____ Date: _____

EXHIBIT C

IRS W-9

EXHIBIT D

(Appendix A of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this Agreement, the Consultant/Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the “Consultant/Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Consultant/Contractor shall comply with the acts and regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21 (49 CFR 21), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Consultant/Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant/Contractor shall not participate directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant/ Contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant/Contractor of the Consultant’s/Contractor’s/Vendor’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The Consultant/Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the appropriate state or federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant/Contractor shall so certify to the City, or state or federal agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Consultant’s/Contractor’s/Vendor’s noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the appropriate state or federal agency may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant/Contractor under the Agreement until the Consultant/Contractor complies; and/or
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Consultant/Contractor shall include the provisions of the above paragraphs one (1) through five (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant/Contractor shall take such action with respect to any subcontractor or procurement as the City or appropriate state or federal agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. **Provided**, that if the Consultant/Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Consultant/ Contractor may request that the City enter into such litigation to protect the interests of the City; or may request that the appropriate state agency enter into such litigation to protect the interests of the State of Washington. In addition, the Consultant/Contractor may request the appropriate federal agency enter into such litigation to protect the interests of the United States.

EXHIBIT D

(Appendix E of USDOT 1050.2A Standard Title VI Assurances)

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of 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. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964), The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 , Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Person 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 the LEP person has 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.*)