



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
DICKINSON PROJECT 202415 / 10<sup>TH</sup> AVE. E – MUSEUM DR. TO 21<sup>ST</sup> ST. E**

This “Agreement,” made and entered into by and between City of Dickinson (“Client”) having an office at 38 1<sup>st</sup> Street W, Dickinson, ND 58601 and SRF Consulting Group, Inc. (“SRF”) having an office at 2370 Vermont Avenue, Bismarck, ND 58504 and corporate office at 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55406. The Client and SRF each a “Party” and collectively the “Parties.” The Client and SRF, in consideration of the mutual terms and conditions, set forth below, agree as follows:

**Article 1: Scope of Services.**

- (a) SRF shall perform, consistent with the Standard of Care stipulated herein and other terms and conditions of this Agreement, those Services set forth in **Attachment A** (the “Services”). Except as already noted in **Attachment A**, SRF shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the Client’s authorized representative.
- (b) SRF will not perform Services that are not included in the scope of services in **Attachment A** of this Agreement. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents has been made part of this Agreement.
- (c) SRF will perform its Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (“Standard of Care”). The full extent of SRF responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at SRF’s own expense, provided that SRF is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. **SRF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.**
- (d) SRF shall be responsible for its performance and that of SRF’s lower-tier subcontractors or vendors. However, SRF shall not be responsible for health or safety programs or precautions related to Client’s activities or operations or those of Client’s other contractors and consultants or their respective subcontractors and vendors.
- (e) SRF will not proceed with performance of any Services in addition to that stipulated in **Attachment A** (“Additional Services”) prior to a written amendment signed by both Parties describing the Services to be performed, the schedule for performance, and the compensation to be paid.

**Article 2: Contract Requirements.**

- (a) The Client may inspect project records, documents and accounting procedures and practices of SRF, solely to verify SRF’s performance and all expenses submitted pursuant to the terms of this Agreement. All such items will be retained by SRF during the term of this Agreement and for a period of six (6) years after final payment has been made. Any items relating to a claim arising out of the performance of this Agreement will be retained by SRF and its subcontractor(s), if any, until the claim has been resolved.
- (b) The Client and SRF expressly agree that SRF is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and SRF or any employee or agent of SRF. Both parties acknowledge that SRF is not an employee for state or federal tax purposes.

**Article 3: Client Obligations.**

In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF’s disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF’s Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF’s Services, the work, or in the performance of any contractor; and (4)



provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the Standard of Care set forth in Article 1(c) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

**Article 4: Term of Agreement; Performance Schedule.**

- (a) This Agreement shall be in effect from the latter of the two signature dates set forth below (the "Effective Date") and will expire on the date all services are completed and final payment has been issued, unless terminated pursuant to Article 8.
- (b) SRF shall perform its Services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. Notwithstanding the foregoing, in no event will SRF be responsible for damages due to delays beyond SRF's reasonable control.

**Article 5: Key Personnel.**

With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF:

Scott Harmstead  
2370 Vermont Avenue  
Bismarck, ND 58504  
701.354.2405  
[sharmstead@srfconsulting.com](mailto:sharmstead@srfconsulting.com)

Client:

Joshua Skluzacek  
38 1<sup>st</sup> Street W  
Dickinson, ND 58601  
507-934-7723  
[joshua.skluzacek@dickinsongov.com](mailto:joshua.skluzacek@dickinsongov.com)

**Article 6: Invoices and Payment.**

- (a) SRF will prepare invoices in a format acceptable to the Client and shall submit its invoices monthly for Services performed and costs incurred during the prior month.
  - A breakdown of labor by employee, classification, dates and hours worked times, and the actual labor cost for each employee.
  - Project related expenses, other than travel-related expenses, shall be itemized and provide a complete description of each item billed along with supporting receipts.
  - SRF shall require subcontractors to provide the same supporting documentation, invoices, and receipts as SRF is required to submit and retain.
- (b) The total obligation of the Client for all compensation and reimbursement to SRF under this Agreement will not exceed **\$325,587.03** (the "Contract Maximum"). Payments under this Agreement will be made based on a Cost-Plus Fixed Fee for Profit payment method, calculated according to the labor rates and direct costs set forth in **Attachment A** ("Fee Schedule"). Reimbursement of costs under this Agreement will be based on actual costs.

The fee rate of **11%** of Direct Salary and Overhead Costs will be used. SRF's amount is fixed throughout the term of the Agreement and will not exceed **\$28,709.48**, but significant changes to the Services may require adjustment of the fee amount and a contract amendment will need to be executed.



The overhead rate of **173.89%** of direct salary costs will be used on a provisional basis determined by State's Office of Audit.

- (c) Client will make progress payments, based on invoices from SRF. Client's payment shall be made within thirty-five (35) days of receiving SRF's invoices for Services performed. If the Client objects to any portion of an invoice, the Client shall notify SRF within five (5) business days of invoice date. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Client shall pay the undisputed portion.
- (d) SRF shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of SRF's receipt of payment by the Client for undisputed Services provided by the subcontractor.

**Article 7: General Compliance.**

- (a) SRF will materially comply with all federal, state and local laws or ordinances, applicable rules, regulations and standards insofar as they relate to SRF's performance of the provisions of this Agreement.
- (b) SRF shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with applicable federal and state laws. SRF shall not be responsible for procuring permits and licenses required for construction.
- (c) **Title VI/Non-discrimination Assurances.** During the performance of this Agreement, SRF agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, which can be found at: <https://www.dot.nd.gov/about-nddot/civil-rights/title-vi-non-discrimination-and-ada>, and in particular Appendices A and E (hereinafter in Appendices A and E referred to as "Contractor"), attached as **Attachment B**. SRF will ensure the appendices and solicitation language within the assurances are inserted into subcontracts as required.
- (d) SRF shall maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the Client, appropriate federal agency or agencies, the Auditor of the State of North Dakota, or other duly authorized representative.

**Article 8: Termination and Suspension.**

- (a) Client may terminate this Agreement at any time, with or without cause. Upon termination, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed.
- (b) If the Client fails to make payments to SRF in accordance with this Agreement, and said payments are not otherwise disputed by the Client, then SRF may suspend its Services under this Agreement. If SRF elects to suspend Services, it shall give ten (10) days' written notice to the Client before doing so. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the SRF's Services.

**Article 9: Ownership and Use of Documents.**

- (a) All Deliverables created and prepared by SRF under this Agreement shall become the property of the Client upon proper payment for the Services. Client understands that the Deliverables are applicable only to this project and that they should not be reused or modified by anyone other than SRF. As a result, SRF shall bear no liability or responsibility for reuse of the Deliverables or for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.
- (b) SRF proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by SRF and used to develop the Work Product ("SRF Data"), shall remain the sole property of SRF. To the extent the Deliverables contain or require the use of SRF Data, SRF hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such SRF Data solely for the purposes for which the Deliverables were developed.



**Article 10: Notices.**

Any notice required under this Agreement shall be in writing and addressed to the primary point of contact (“POC”) as designated by both Parties at the address provided by both primary POC’s. All notices shall be delivered via certified mail and effective upon the certified mail return date of receipt.

**Article 11: Legal Relations.**

- (a) This Agreement, interpretation, and performance, and any disputes between the parties arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws in which the Project is located, without regard to conflict of laws principles. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.
- (b) The Parties may exercise legal remedies as may be available to them in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.

**Article 12: Liability and Indemnification.**

- (a) To the fullest extent permitted by law, SRF hereby agrees to indemnify and hold harmless the Client, from liability, loss or damage including reasonable attorneys’ fees incurred (“Claims”) to the extent caused the negligent or wrongful acts, errors, or omissions of SRF or anyone acting under its control in its provision of Services under this Agreement.
- (b) Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client is entitled.
- (c) Each Party may exercise any legal remedy as may be available to it in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.
- (d) Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, natural disasters or other adverse weather conditions not reasonable foreseeable, riots, acts of war or terrorism, acts of God, or acts, omissions or delays in acting by any governmental authority, delays in transportation or supply, unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, or other labor disturbances or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.
- (e) The Parties agree to waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by SRF, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
- (f) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**Article 13: Contractual Relationship.**

No contractual relationship will be recognized under the Agreement other than the contractual relationship between SRF and Client.



**Article 14: Insurance.**

(a) SRF shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits as follows:

- Worker's Compensation: Statutory
- Employer's Liability: \$1,000,000 Each Accident  
\$1,000,000 Disease (Policy Limit)  
\$1,000,000 Disease (EA Employee)
- Commercial General Liability: \$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate  
Including Premises and Operations Bodily Injury and Property Damage, Independent Contractors, Products and Completed Operations Liability, Personal and Advertising Injury and Contractual Liability.
- Business Automobile Liability: \$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
- Professional Liability: Covering damages caused by SRF's negligent act, error, or omission arising out the performance of professional services under this Agreement to which this Policy applies.  
\$2,000,000 Each Claim  
\$2,000,000 Annual Aggregate
- Umbrella/Excess Liability Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.

- (b) Policies shall name the Client as an Additional Insured limited to General Liability and Automobile Liability.
- (c) SRF shall require all subcontractors, and any other subcontractors to which the Parties agree in writing are subcontractors of SRF, to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF with copies of each corresponding certificate provided to the Client upon request.

**Article 15: Prohibition Against Assignment.**

This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

**Article 16: Other.**

- (a) The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- (b) This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.
- (c) The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and the remainder shall be construed as if the invalidated portion shall have never been part of this Agreement.
- (d) Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.



**Article 17: Services and Contract Documents.**

The following documents are attached and incorporated herein by this reference and form the Agreement (“Contract Documents”).

**Attachment A:** SRF Scope of Services and Fee Schedule

**Attachment B:** Appendices A and E of the Title VI Assurances

**Article 18: Interpretation.**

This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**Article 19: Signatures.**

Either individual signing this Agreement represents and warrants that each has the power and authority to enter into this Agreement and bind the Party for whom each signs. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

**Article 20: Electronic Signatures.**

Each Party agrees that the electronic signature of the Party included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in their behalf.

**SRF Consulting Group, Inc.**

**City of Dickinson**

Signed:

Signed:

Title:

Title:

Date:

Date:

SRF Consulting Group, Inc.

Client: City of Dickinson

Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E

Work Tasks and Person-Hour Estimates



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.      SUMMARY OF TASKS

- 1.0** Project Management
- 2.0** Preliminary Design
- 3.0** Public Involvement
- 4.0** Environmental Document
- 5.0** Survey
- 6.0** Drainage Design & Roadway Hydraulics
- 7.0** Roadway Lighting
- 8.0** Final Roadway Design
- 9.0** Right of Way
- 10.0** Permitting

Project Overview:

Full depth Reclamation of 10th Ave E from Museum Drive to 21st St E. Project will include urbanizing the road segment with a 46' pavement width and curb and gutter. Section will be optimized for a shared center turn lane or on street parking where applicable. Utility improvements will include watermain rplacement, storm sewer upgrades and installation, and new LED lighting fixtures.

Services provided include ongoing project management throughout the project duration, preliminary design, public involvement, environmental (NEPA) documentation, survey, drainage design and roadway hydraulics, roadway lighting, final roadway desin, right of way and permitting.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
<b>1.0</b>	<b>Project Management</b>											
	<u>Assumptions:</u>											
	Monthly project meetings via Microsoft TEAMS											
	Project duration from March to December 2024											
	In person field review at project site											
1.1	Project set up and monthly invoicing	-	-	-	4	-	-	-	-	6	10	\$1,491.84
1.2	General day-to-day project management and administration (Mid-March 2024 to December 2024)	-	-	-	24	-	-	-	-	-	24	\$3,799.63
1.3	Work-planning schedule and coordination of tasks (9 months)	-	-	-	24	-	-	-	-	-	24	\$3,799.63
1.4	Establish ongoing project coordination with City of Dickinson. Coordinate project activities as necessary. City of Dickinson Other governmental Agencies Private and Public Utilities Permitting Agencies	-	-	-	24	-	-	-	-	-	24	\$3,799.63
1.5	Monthly project meetings via Teams. Assumes 3 SRF attendees	8	-	8	12	-	-	-	-	-	28	\$5,163.61
1.6	Prepare bi-weekly progress reports (9 months - 18 reports).	-	-	-	16	-	-	-	-	-	16	\$2,533.09
1.7	Field Review Kickoff Meeting (Ryan Schuehle and James Butler)	-	-	-	10	-	10	-	-	-	20	\$2,861.90
	<u>SRF Deliverables:</u>											
	Bi Weekly progress reports, meeting minutes											
	<b>SUBTOTAL - TASK 1</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>114</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>146</b>	<b>\$23,449.35</b>
<b>2.0</b>	<b>Preliminary Design</b>											
	<u>Assumptions:</u>											
	Project to be developed in accordance with NDDOT standards using Open Roads Designer 2022 R2											
	1 alternative will be evaluated (Coordidor urbanization on existing CL)											
	Best fit profile to be developed and used											
	Graphics to be made for use in environmental document and public engagement											
	Assumes utility forms are not required											
	Plan and Profile sheets to be used for utility coordination											
	<u>Client Deliverables:</u>											
	Existing coordidor information and files, geotechnical analysis necessary facilitate FDR design, geotechnical pavement design											
2.1	Data Collection - Collect and review available data from City of Dickinson including survey and mapping files, traffic data, utility data, as-built plans, and any other pertinent information for applicability to the current concept.	-	-	-	4	-	8	-	-	-	12	\$1,656.25
2.2	Develop preliminary road design, including: - Alignments and profiles - Typical sections (road, utilities, ROW) - Cost estimate	2	-	-	40	-	80	-	-	-	122	\$17,019.20
2.3	Assemble 60% design graphics for environmental document use	-	-	-	4	-	8	-	-	-	12	\$1,656.25
2.4	Support environmental document assembly	-	-	-	8	-	-	-	-	-	8	\$1,266.54
2.5	Address 60% comments from Client	-	-	-	4	-	8	-	-	-	12	\$1,656.25
2.6	Preliminary utility coordination - Notify owners and coordinate impacts	-	-	-	4	-	16	-	-	-	20	\$2,679.23
	<u>SRF Deliverables:</u>											
	Graphics and project impacts necessary to support NEPA documentation											
	<b>SUBTOTAL - TASK 2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>186</b>	<b>\$25,933.72</b>



SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
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17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

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<b>3.0</b>	<b>Public Involvement</b> <u>Assumptions:</u> In person public meeting											
3.1	SOV letters, emails and mailing list will be prepared and provided to NDDOT for review. SOV letters and emails will be sent to the appropriate parties. Responses to SOV notifications will be compiled and reviewed.	-	-	4	2	-	24	-	-	-	30	\$4,104.09
3.2	Public input meeting materials, preparation	-	-	2	8	-	24	-	-	-	34	\$4,694.74
3.3	Public involvement report	-	-	-	2	-	12	-	-	-	14	\$1,851.10
	<u>SRF Deliverables:</u> Public involvement report SOV letters (letters and responses)											
	<b>SUBTOTAL - TASK 3</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>12</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>78</b>	<b>\$10,649.94</b>
<b>4.0</b>	<b>Environmental Document</b> <u>Assumptions:</u> Assumes preparation of Documented Categorical Exclusion (DCE)											
4.1	Coordination with Metcalf and incorporation of cultural resources report into decision document	-	-	2	2	-	-	-	-	-	4	\$675.90
4.2	Coordination with Meadowlark Environmental and incorporation of wetland report into decision document	-	-	2	2	-	-	-	-	-	4	\$675.90
4.3	Prepare Draft Documented CATEX Package.	-	-	14	4	-	30	-	-	-	48	\$6,984.26
4.4	Prepare Final Documented CATEX Package.	-	-	4	2	-	14	-	-	-	20	\$2,825.37
4.5	Prepare and submit CEDA form	-	-	-	2	-	-	-	-	-	2	\$316.64
4.6	Section 7 Determination	-	-	2	-	-	24	-	-	-	26	\$3,428.20
4.7	EJ Analysis	-	-	2	-	-	24	-	-	-	26	\$3,428.20
4.8	QA/QC of PCE	4	-	8	-	-	-	-	-	-	12	\$2,350.41
	<u>SRF Deliverables:</u> Draft and final documented categorical exclusion document											
	<b>SUBTOTAL - TASK 4</b>	<b>4</b>	<b>0</b>	<b>34</b>	<b>12</b>	<b>0</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>\$20,684.87</b>

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
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17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
<b>5.0</b>	<b>Survey</b> <u>Assumptions:</u> Establish primary control points at the beginning and end of the project area. All primary control will be established with horizontal and vertical accuracy matching what is required in Chapter 19 of the Survey Manual. The collection session information for the primary control will be sent to the National Geodetic Survey Online Positioning User Service (OPUS) to establish the latitude, longitude (NAD 83), vertical height using GEOID 2012, and true state plane coordinates for each control point. In addition to the primary control, secondary control will be established in areas of the site where detailed topographic surveying will be required.  Assumes no review from NDDOT survey division  <u>Client Deliverables:</u> GIS City owned utilites Existing plats											
5.1	Ground Topo Survey. Includes using 30'x30' grid for ground topo. Utility survey of existing utilities identified on maps and OneCall. Culvert pipe sizes, inverts, and surrounding topo of any above ground features.	-	-	-	-	-	-	-	80	-	80	\$13,396.15
5.2	Primary and Secondary Control	-	-	-	-	-	-	-	16	-	16	\$2,679.23
5.3	Survey platted property corners, alignment points and ROW Monuments, Survey PLSS	-	-	-	-	-	-	-	36	-	36	\$6,028.27
5.4	Sign Survey, sign inventory book	-	-	-	-	-	-	-	8	-	8	\$1,339.61
5.5	Control.dgn file, RW_Bndry File, Topog.dgn, 81CD	-	-	-	14	-	24	-	4	-	42	\$5,955.20
5.6	DTM and Surface model	-	-	-	4	-	8	-	-	-	12	\$1,656.25
5.7	Compile and prepare survey	-	-	-	8	-	8	-	-	-	16	\$2,289.52
5.8	Landowner Notifications	-	-	-	-	16	-	-	-	-	16	\$1,558.82
	<u>SRF Deliverables:</u> Survey transmittal including applicable 90-1 forms Landowner Notification											
	<b>SUBTOTAL - TASK 5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>16</b>	<b>40</b>	<b>0</b>	<b>144</b>	<b>0</b>	<b>226</b>	<b>\$34,903.05</b>

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17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
<b>6.0</b>	<b>Drainage Design &amp; Roadway Hydraulics</b>											
	<u>Assumptions:</u>											
	No stormwater best management practices (BMPs) will be required.											
	No stormwater quality modeling will be necessary.											
	Hydraulic report is required.											
	No permitting is required.											
	All tasks include time for QA/QC.											
	Following NDDOT standards, may be subject to NDDOT review											
	HydroCAD will be used for all hydrologic and hydraulic computations for both existing and proposed conditions.											
	Replace existing aprons that do not meet clearzone safety requirements											
	Extend centerline culverts impacted by road widening											
	CB spacing and spread analysis will be done for scoped project area											
	All existing storm sewer under the stretch of roadway shown in the RFP will be sized to current standards and replaced											
	All CADD files will be in ORD format											
	No box culverts will be included											
6.1	Catch basin spacing and spread analysis.	-	-	-	16	-	40	-	-	-	56	\$7,647.98
6.2	Hydraulic modeling.	-	-	-	16	-	40	-	-	-	56	\$7,647.98
6.3	Cost Estimate	-	-	-	4	-	4	-	-	-	8	\$1,144.76
6.4	Culvert Design	-	-	-	16	-	40	-	-	-	56	\$7,647.98
6.5	Drainage Report	-	-	-	12	-	12	-	-	-	-	\$3,434.29
6.6	Assemble 60% hydraulic plans	-	-	-	8	-	24	-	-	-	32	\$4,335.48
6.7	Assemble 90% hydraulic plans and revise per comments	-	-	-	8	-	16	-	-	-	24	\$3,312.50
6.8	Assemble 100% hydraulic plans and revise per comments	-	8	-	8	-	16	-	-	-	32	\$4,846.97
	<b>SUBTOTAL - TASK 6</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>192</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>264</b>	<b>\$40,017.95</b>
<b>7.0</b>	<b>Roadway Lighting</b>											
	<u>Assumptions:</u>											
	Coordinate removal of existing utility lighting											
	New LED lighting meeting City of Dickinson standards											
	Extend existing circuit at 12th St north to the I-94 bridge w/ new lighting											
	New lighting feedpoint cabinet north of I-94											
	Anticipate matching existing light poles, spacing, etc with LED luminaires along 10th Ave. No lighting analysis required.											
7.1	Removals, coordinated with Civil removal plans	-	-	4	-	-	-	-	12	-	16	\$2,727.94
7.2	Preliminary 60% lighting plan, estimate & submittal	-	-	12	-	-	-	-	54	-	66	\$11,197.96
7.3	Review/respond to client comments	-	-	6	-	-	-	-	12	-	18	\$3,087.20
7.4	90% lighting plans, estimate, special provisions & submittal	-	-	10	-	-	-	-	32	-	42	\$7,154.76
7.5	Review/respond to client comments	-	-	6	-	-	-	-	12	-	18	\$3,087.20
7.6	PS&E lighting plans, estimate, special provisions & submittal	-	-	8	-	-	-	-	24	-	32	\$5,455.89
7.7	Final PS&E comment review	-	-	6	-	-	-	-	12	-	18	\$3,087.20
7.8	Final lighting plans	-	-	6	-	-	-	-	12	-	18	\$3,087.20
	<u>SRF Deliverables:</u>											
	60%, 90% and final lighting plans											
	<b>SUBTOTAL - TASK 7</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>170</b>	<b>0</b>	<b>228</b>	<b>\$38,885.36</b>

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
<b>8.0</b>	<b>Final Roadway Design</b>											
	<u>Assumptions:</u>											
	Assumes final design Open Roads Designer 2022 R2 Model and Earthwork will consist of minimal updates (preliminary model for environmental should be refined). Changes to the profile, typical sections, road widths, and ditch grading will affect corridor modeling and earthwork and are NOT accounted for in this scope.											
	Final Design Plan Preparation Sections: Title, Scope of Work, Notes, Estimate, Basis of Estimate, Earthwork Tabulations, Details, Typical Sections, Removals, Plan and Profile, Wetland impacts, Temporary Erosion Control, Permanent Erosion Control, Survey Data, Alignment Data, Traffic Control, Signing, Striping, and Cross Sections. Final sections required may vary.											
	Best fit profile to be used from preliminary design NDDOT I-94 structure and guardrail excluded from final plan											
8.1	Final design (Geometrics, Typical Sections, Mainline and Side Street Tie ins, Modeling)	-	10	-	40	-	100	-	-	-	150	\$21,038.04
8.2	Final Design Plan Preparation Sections: Title, Scope of Work, Notes, Estimate, Basis of Estimate, Earthwork Tabulations, Details, Typical Sections, Removals, Plan and Profile, Wetland impacts, Temporary Erosion Control, Permanent Erosion Control, Survey Data, Alignment Data, Traffic Control, Signing, Striping, and Cross Sections. Standard Drawings and Special provisions to be included as well.	-	-	-	40	-	180	-	-	-	220	\$29,349.74
8.3	Assemble 90% construction plans and revise per comments	-	-	-	8	-	40	-	-	-	48	\$6,381.44
8.4	Assemble 100% final construction plans	-	-	-	8	-	16	-	-	-	24	\$3,312.50
8.5	Assemble Supplemental Design Data	-	-	-	8	-	24	-	-	-	32	\$4,335.48
8.6	Assemble certifications (ROW, Utility, Design)	-	-	-	8	-	-	-	-	-	8	\$1,266.54
	<u>SRF Deliverables:</u>											
	Final Plans, Supplemental Design Data, Estimate, and Certifications											
	<b>SUBTOTAL - TASK 8</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>112</b>	<b>0</b>	<b>360</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>482</b>	<b>\$65,683.75</b>

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VI	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
<b>9.0</b>	<b>Right of Way</b> <u>Assumptions:</u> All acquisition activities will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended; as well as all State and Federal guidelines. Assumes acquisition for 3 fee and temporary acquisition parcels. Assumes SRF provides title commitments for 3 Parcels Assume 3 trips Assume no Review Appraisals Assumes 3 appraisals Assumes 2 tenant and 3 lender subordinations. These should not be necessary for TCE parcels SRF to develop Right of Way Parcel Sketches or Plats to be used with discussions with property owners and any final plat recording documents.											
9.1	General Day to day project management, administration and general coordination of activities between all affected parties.	12	-			5	-	-	-	-	17	\$3,227.25
9.2	Prepare and Close Purchase Packages and related documentation	3	-			30	-	-	-	-	33	\$3,607.83
9.3	Acting on behalf of the City, present offers and negotiate with property owners as required for acquisition of 3 easement parcels. Includes submission of Negotiator's Reports within 5 days of each property execution.	10	-	-	-	100	-	-	-	-	110	\$12,026.09
9.4	Appraisal and R/W Kick off meetings (by phone)	3	-	-	-	3	-	-	-	-	6	\$977.31
9.5	Right of Way Parcel Sketches or Plats		-	-	-	-	36	-	-	8	44	\$5,748.17
	<u>SRF Deliverables:</u> Completed right of way files											
	<b>SUBTOTAL - TASK 9</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>138</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>210</b>	<b>\$25,586.64</b>
<b>10.0</b>	<b>Permitting</b> <u>Assumptions:</u> One (1) USACE 404 Permit Application											
10.1	Preparing USACE 404 Permit	-	-	4	4	-	16	-	-	-	24	\$3,397.75
10.2	Floodplain Permit	-	-	2	2	-	2	-	-	-	6	\$931.64
	<u>SRF Deliverables:</u> 404 permit application and floodplain permit											
	<b>SUBTOTAL - TASK 10</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>\$4,329.39</b>

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
	<b>TOTAL ESTIMATED PERSON-HOURS</b>	<b>42</b>	<b>18</b>	<b>112</b>	<b>434</b>	<b>154</b>	<b>928</b>	<b>0</b>	<b>314</b>	<b>14</b>	<b>1,992</b>	
	AVERAGE HOURLY PAYROLL RATE	\$75.00	\$63.00	\$59.00	\$52.00	\$32.00	\$42.00	\$37.00	\$55.00	\$47.00		
	ESTIMATED LABOR	\$3,150.00	\$1,134.00	\$6,608.00	\$22,568.00	\$4,928.00	\$38,976.00	\$0.00	\$17,270.00	\$658.00		\$95,292.00
	ESTIMATED OVERHEAD COST										173.89%	\$165,703.26
	FACILITIES CAPITAL COST OF MONEY										0.44%	\$419.28
	ESTIMATED LABOR, OVERHEAD, AND FCCM											\$261,414.54
	FIXED FEE										11.00%	\$28,709.48
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$20,115.00
												SUBTOTAL: (SRF Labor and Expenses) <u>\$310,239.02</u>
												SUBCONSULTANTS: \$15,348.01
<b>TOTAL ESTIMATED FEE (SRF and Subconsultants combined)</b>												<b>\$325,587.03</b>

SRF Consulting Group, Inc.

Client: City of Dickinson  
 Project: Project # 202415 - 10th Ave E - Museum Dr to 21st St E

Work Tasks and Person-Hour Estimates



17220.PP

Subconsultants: Meadowlark Environmental, Metcalf Archeology

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
<b>SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:</b>												
	MILEAGE:			2700	Miles @	\$0.655						\$1,768.50
	PER DIEM (\$45/DAY MAX.)			15	Per Diem	\$45.00						\$675.00
	LODGING:			13	Nights @	\$200.00						\$2,600.00
	REPRODUCTION:			200	Copies @	\$0.10						\$20.00
	Color Copies			50	Copies @	\$0.35						\$17.50
	Bond Prints			0	Prints @	\$6.00						\$0.00
	Mylar Prints			0	Prints @	\$12.00						\$0.00
	COURTHOUSE COPIES:			0	Copies @	\$1.00						\$0.00
	PRINTING:											\$0.00
	SUPPLIES:			2	Letters @	\$15.00 ea						\$30.00
	COMMUNICATIONS:			2	Letters @	\$2.00						\$4.00
	Cell Phone Charges			0	Minutes @	\$0.30						\$0.00
	Appraisals (vendor TBD)			3	Reports	\$4,000.00						\$12,000.00
	Title			3	Titles @	\$1,000.00						\$3,000.00
											<b>SRF EXPENSES:</b>	<b>\$20,115.00</b>
<b>SUBCONSULTANTS:</b>												
	Meadowlark Environmental											\$9,561.30
	Metcalf Archeology											\$5,786.71
											<b>SUBCONSULTANTS:</b>	<b>\$15,348.01</b>

SUMMARY OF COSTS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Project Management	\$ 1,826.75	\$ -	\$ 1,437.04	\$ 18,048.26	\$ -	\$ 1,278.72	\$ -	\$ -	\$ 858.57	\$23,449.35
2	Preliminary Design	\$ 456.69	\$ -	\$ 10,132.36	\$ 10,132.36	\$ -	\$ 15,344.68	\$ -	\$ -	\$ -	\$25,933.72
3	Public Involvement	\$ -	\$ -	\$ 1,077.78	\$ 1,899.82	\$ -	\$ 7,672.34	\$ -	\$ -	\$ -	\$10,649.94
4	Environmental Document	\$ 913.37	\$ -	\$ 6,107.43	\$ 1,899.82	\$ -	\$ 11,764.25	\$ -	\$ -	\$ -	\$20,684.87
5	Survey	\$ -	\$ -	\$ -	\$ 4,116.27	\$ 1,558.82	\$ 5,114.89	\$ -	\$ 24,113.07	\$ -	\$34,903.05
6	Drainage Design & Roadway Hydraulics	\$ -	\$ 1,534.47	\$ -	\$ 13,931.99	\$ -	\$ 24,551.49	\$ -	\$ -	\$ -	\$40,017.95
7	Roadway Lighting	\$ -	\$ -	\$ 10,418.55	\$ -	\$ -	\$ -	\$ -	\$ 28,466.81	\$ -	\$38,885.36
8	Final Roadway Design	\$ -	\$ 1,918.08	\$ -	\$ 17,731.63	\$ -	\$ 46,034.03	\$ -	\$ -	\$ -	\$65,683.75
9	Right of Way	\$ 6,393.62	\$ -	\$ -	\$ -	\$ 13,444.86	\$ 4,603.40	\$ -	\$ -	\$ 1,144.76	\$25,586.64
10	Permitting	\$ -	\$ -	\$ 1,077.78	\$ 949.91	\$ -	\$ 2,301.70	\$ -	\$ -	\$ -	\$4,329.39
<b>TOTALS</b>		<b>\$9,590.42</b>	<b>\$3,452.55</b>	<b>\$20,118.58</b>	<b>\$68,710.06</b>	<b>\$15,003.69</b>	<b>\$118,665.51</b>	<b>\$0.00</b>	<b>\$52,579.88</b>	<b>\$2,003.33</b>	<b>\$290,124.02</b>

SUMMARY OF HOURS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Project Management	8	-	8	114	-	10	-	-	6	146
2	Preliminary Design	2	-	-	64	-	120	-	-	-	186
3	Public Involvement	-	-	6	12	-	60	-	-	-	78
4	Environmental Document	4	-	34	12	-	92	-	-	-	142
5	Survey	-	-	-	26	16	40	-	144	-	226
6	Drainage Design & Roadway Hydraulics	-	8	-	88	-	192	-	-	-	288
7	Roadway Lighting	-	-	58	-	-	-	-	170	-	228
8	Final Roadway Design	-	10	-	112	-	360	-	-	-	482
9	Right of Way	28	-	-	-	138	36	-	-	8	210
10	Permitting	-	-	6	6	-	18	-	-	-	30
<b>TOTALS</b>		<b>42</b>	<b>18</b>	<b>112</b>	<b>434</b>	<b>154</b>	<b>928</b>	<b>0</b>	<b>314</b>	<b>14</b>	<b>2,016</b>

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE 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 as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the 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.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE 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 the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ **12131-12189**) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures no n-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.*).