

## EXHIBIT 16

### DEPARTMENT OF TRANSPORTATION TITLE VI ASSURANCE

The \_\_\_\_\_ (hereinafter referred to as the "Contractor") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, 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 Contractor receives Federal financial assistance from the Department of Transportation, including \_\_\_\_\_, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically and without limiting the above general assurance, the Contractor hereby gives the following specific assurances with respect to its \_\_\_\_\_:

1. That of the Contractor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all \_\_\_\_\_ and, in adapted form in all proposals for negotiated agreements:

The \_\_\_\_\_, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race,

color, or national origin in consideration for an award.

3. That the Contractor shall insert the clauses of Appendix A of this assurance in every contract subject to this Act and the Regulations.
4. That the Contractor shall insert the clauses of Appendix B of this assurance, as covenant running with the Land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Contractor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Contractor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Contractor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the Land, in any future deeds, leases, permits, licenses, and similar agreements enter into by the Contractor with other parties: (a) for the subsequent transfer of real property acquired or improved under \_\_\_\_\_; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under \_\_\_\_\_.
8. That this assurance obligates the Contractor 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 Contractor 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 Contractor retains ownership or possession of the property.
9. The Contractor shall 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 Contractors, subgrantees, contractor, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Contractor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Department of Transportation under the \_\_\_\_\_ and is binding on it, other Contractors, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the \_\_\_\_\_. The person or persons whose signature appear below are authorized to sign this assurance on behalf of the Contractor.

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

**By:**

\_\_\_\_\_  
(Signature of Authorized Official)