

REQUEST FOR PROPOSALS (RFP) FOR Safe Streets for All (SS4A) Road Action Plan (RAP)

CITY OF JAMESTOWN, NY



RESPONDER DUE DATE: March 3, 2025 @ 4:00 P.M

ISSUE DATE: January 13, 2025



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Designated Contact: Ellen Shadle, Principal Planner

City of Jamestown, New York

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INTRODUCTION

The City of Jamestown is seeking proposals from qualified consultant firms experienced in planning, engineering, and transportation to complete a SS4A Action Plan. The SS4A Action Plan will provide strategies “to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all”, a.k.a. Vision Zero, as defined by the Vision Zero Network. As a recipient of a Safe Streets and Roads for All (SS4A) Action Plan Grant, this plan will be funded in by part by the Safe Streets and Roads for All (SS4A) discretionary grant program through Federal Highway Administration (FHWA).

This RFP is competitive based on respondent qualifications, service capabilities, and other factors to select a consultant that best meets the needs of the municipal agencies. This RFP contains the instructions governing the proposals to be submitted, the materials to be included therein, and the requirements that must be met to be eligible for consideration.

This project will help identify feasible roadway safety improvement projects and strategies within the study area. The final SS4A Action Plan is to be focused on all roadway users, including pedestrians, bicyclists, public transport users, motorists, personal conveyance and micro mobility users, and commercial vehicle operators.

The consultant will collect data and perform analysis to identify problem areas in the city and develop a high-risk network. From the problems identified the consultant will provide policy solutions and develop prioritized safety projects. These solutions and policies will take into account the City’s currently existing policies and upcoming projects. The consultant will also create an engagement plan that focuses on internal and external communication concerning the SS4A Action Plan. The engagement plan will include engaging the community at large with emphasis on underserved communities, local businesses, and neighboring governing bodies. Finally, the consultant will create a final report detailing their findings, solutions, and an engagement plan.

This project will be funded with federal funds and the total budget for consulting fees is **\$275,000**. The Consultant must comply with all federal procurement requirements.

Proposals are due on or before **March 3, 2025, no later than 4:00 P.M.** (Eastern Standard Time). Proposals shall be submitted electronically. Proposals received after the deadline will not be accepted.

The City of Jamestown reserves the right to accept or reject any proposals or to make no award at all, extend the period for accepting proposals, advertise the RFP at any time, and waive any minor irregularities in any proposals. Please note that no information given will be binding upon the City unless such notification is issued in writing as an official addendum to this RFP.

BACKGROUND

In 2021, the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, with \$5 billion in appropriated funds for 2022-2026. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety Action Plan development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community's approach to roadway safety and save lives.

The SS4A Action Plan must identify a community's most significant roadway safety concerns and then diagnose and prioritize implementation projects and strategies to address these roadway safety issues. The SS4A Action Plan must be developed in conformance with the U.S. Department of Transportation's Safe Streets and Roads for All Self-Certification Eligibility Worksheet. The Comprehensive Safety Action Plan will incorporate the US Department of Transportation's [Safe System Approach](#) and other recommended strategies included in the Safe Streets and Roads for All program further outlined below.

The initiative adheres to the "Vision Zero" model, which asserts that any number of fatalities on our nation's roadways is unacceptable. On July 25, 2022, the Jamestown City Council adopted Resolution Number 202207B16, which supports reaching the goal of zero deaths and serious injuries by 2032. The SS4A Action Plan should support this goal.

PURPOSE

The City of Jamestown, New York will develop a SS4A Action Plan with strong emphasis on equity and citizen participation. To establish roadway safety goals, the governance framework, and identify implementation projects, a action planning process is required. Federal support is necessary for robust public engagement, data collection/assessment, and reviewing promising SS4A Action Plan models. This SS4A Action Plan will greatly benefit Jamestown's efforts to strategically and equitably invest in future transportation improvements.

Jamestown, the largest city in Chautauqua County, New York, is responsible for maintaining 154 miles of striped roadways and managing 27 signalized traffic intersections. The city also provides basic maintenance for several Chautauqua County highways. Additionally, the New York State Department of Transportation (NYSDOT) oversees east-west routes, such as the high-traffic E 2nd Street Corridor (Route 394), as well as north-south routes like Foote Avenue (Route 60), which runs through the city. Between January 2016 and June 2022, Jamestown recorded 5,996 accidents, resulting in 1,199 injuries and 7 fatalities.

The SS4A Action Plan will provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The SS4A Action Plan will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the region. The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a course of action. The plan will address federal and state regulations, performance management goals, measures, and targets, and will promote equitable outcomes. The action plan will provide preliminary engineering drawings for identified high priority projects.

The project will be led by the City of Jamestown Department of Development, with assistance from Public Works, Mayor's Office, and other staff working directly on key tasks needed to create this action plan. Federal funds will be used to procure professional consultant(s) to assist with the safety analysis, community engagement, and a written plan with measurements and specific project recommendations based on data and public input. A portion of funds will also be used for outreach efforts to help residents (particularly those traditionally under-represented) and stakeholders to directly engage throughout the planning process and decision-making for the Plan and resulting implementation. The primary deliverable will be a publicly available Action Plan.

SCOPE OF WORK

The SS4A Action Plan developed through this planning process will outline the City of Jamestown's strategy to prevent fatalities and serious injuries within the city right-of-way. The SS4A Action Plan must include all the components laid out by the U.S. Department of Transportation in order for the City to successfully apply for implementation funds. The project will follow all required guidelines as stated in the Notice of Funding Opportunities (NOFO) by the USDOT Safe Streets and Roads for All Discretionary Grant Program.

The SS4A Action Plan will require an action data-driven approach to effectively evaluate a list of strategies, policy changes, and projects for adoption by the City for future planning and outcomes of the action plan. Robust data collection and analysis of the City's roadways will be conducted and will include a data-driven crash analysis proposing safety improvements, development of a high-risk network, mitigation strategies, select local policy & practice improvements, and design concepts and corridor/project recommendation. Also, an engagement program will be created to communicate internally and externally regarding the goals of the SS4A Action Plan. Final documents prepared should present an actionable plan to improve the safety of all roadway users to significantly reduce or eliminate roadway fatalities and serious injuries.

The primary goal of the City in adopting a SS4A Action Plan is to improve street safety for the deployment of all modes of transportation including, but not limited to, pedestrians, wheelchair users, and mobility or navigationally-restricted, cyclists, and motor vehicle operators.

The scope of the Action Plan Project will encompass the entire City, with emphasis areas identified through detailed crash analysis and public engagement. The focus will be placed on Safe Routes to School, as Jamestown is a walking school district with thousands of students walking to and from their schools every day. Solutions and countermeasures will be developed to include, but not be limited to, geometric and operational improvements, non-motorized accommodations, access management, and enforcement strategies that result in a SS4A Action Plan to achieve safety objectives. Progress will be reported to the public via printed and digital means and incorporated into an on-going safety awareness program based on the recommendations within the Action Plan.

The project will evaluate the following elements:

- Road/Corridor Safety Improvements
- Traffic Operations Improvements
- Public Education
- Traffic Enforcement

The scope of services is presented below, and corresponds with the [Action Plan Components](#) outlined by the US Department of Transportation's Safe Streets for All grant program. The proposal cost estimate should address all Action Plan Components.

Required Action Plan Components

Consultants will create and deliver a Comprehensive Safety Action Plan in compliance with [SS4A standards](#). Consultants must adhere to all guidelines for Action Plans outlined in Safe Streets and Roads for All Action Plan Components (EXHIBIT C). The consultant will ensure that each of the following requirements are met, and components are included in the Action Plan:

- 1. Leadership Commitment and Goal Setting.** The final presentation to the City Council should include a recommendation of one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a target date with an eventual goal of eliminating roadway fatalities and series injuries.

***Note:** The Jamestown City Council approved Resolution Number 202207B16 on July 25, 2022.

- 2. Planning Structure.** The Action Plan must include determinations of The SS4A Action Planning structure for the implementation group charged with oversight of the Action Plan development, implementation, and monitoring.

3. **Safety Analysis.** This analysis examines existing conditions and historical trends to establish a baseline for crashes involving fatalities and serious injuries across the city. It includes an assessment of crash locations, their severity, and contributing factors, as well as the types of crashes involving different road users (e.g., motorists, pedestrians, and transit users). The analysis also identifies systemic and specific safety needs, such as high-risk road features, the unique safety needs of specific road users, public health considerations, the built environment, demographics, and structural issues. Based on the findings, high-risk locations are identified through a geospatial analysis (e.g., a High-Injury Network or equivalent). To ensure accuracy, it is essential to collect and evaluate quantitative data from local Public Safety departments and incorporate qualitative input from Public Safety personnel with direct experience.
4. **Engagement and Collaboration.** Engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan.
5. **Equity Considerations.** Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.
6. **Policy and Process Changes.** Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.
7. **Strategy and Project Selections.** The plan will include the identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a [Safe System Approach](#) and effective interventions and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the projects and strategies should be prioritized in a recommendation list that provides time ranges for when the strategies and countermeasures should be deployed (e.g., short-, mid-, and long- term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

***Note for proposal:** Consultants should describe their experience with the Safe Systems approach, Vision Zero, Complete Streets, Public Rights-of-Way Accessibility Guidelines (PROWAG), and other road safety practices.

Strategies and projects will cover physical improvements and implementation recommendations for the highest crash prone locations and will include a combination of low cost, low-tech designs with more complex interventions which are data-driven and innovative.

Short term goals which may be completed using municipal resources (1-2 years) will be identified, in addition to mid-term (3-5 years) and long-term goals (6-9 years) for which the city will need to acquire outside funding and invest in more complex design.

Projects that involve physical improvements must adhere to standards acceptable to the New York State Department of Transportation and should be informed by the Complete Streets policies adopted by both Cities.

Strategies and projects should include more than what can be implemented on roads owned by the City; the consultant should also provide strategies that the City can implement within its corporate limits to reduce serious injuries and fatalities on roads owned and maintained by the state and other jurisdictions bordering the area of study. In addition, strategies for cross-jurisdictional collaboration should be included.

- 8. 30% Preliminary Design for ten high priority projects:** The plan will include 30% preliminary designs and cost estimates for the top three (3) projects identified as high priority based on data and in consultation with the Safe Streets for All Steering committee, and Municipal Partner leadership.
- 9. Progress and Transparency.** Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

DELIVERABLES

The final work product shall be a plan that includes the following in accordance with the [required components](#) of a Safe Streets for All Action Plan as stipulated by the US Department of Transportation:

- 1. Data Collection and Analysis**
 - Vehicle, pedestrian, and bicycle counts
 - Speed studies and evaluation
 - Crash history and crash data analysis
 - Diversity and equity data
 - Large scale traffic data
 - Public outreach data and analysis
 - High risk network development

- Public Transit ridership and routes data and analysis
- Analysis of existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types
- Analysis of systemic and specific safety needs, as needed (e.g., high-risk road features or specific safety needs of relevant road users)
- High Injury Network Map, or approved equivalent

2. Assessment of Current Policies, Plans, Standards and Processes

- An assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety;
- Discussion of implementation through the adoption of revised or new policies, guidelines, and/or standards.
- Comprehensive Plan (in progress)
- Complete Streets Ordinance
- Design and Construction Standards
- Citizen Participation Plan
- Other Applicable Plans, Codes, Ordinances, Resolutions, Directives, and Studies

3. Outreach and Community Engagement

- Engagement Plan development
- Internal outreach: build a Vision Zero culture at all levels of City leadership, policymakers, and employees including presentation materials and support for City Council briefings
- External outreach: community outreach and input through in person and virtual meetings, focus groups, and produce project literature in multiple languages
- Community engagement and inclusion

4. Comprehensive List of Strategies and Projects to Improve Safety

- List of strategies and projects for policy and process changes, physical improvements, and implementation recommendations covering at least 40 of the highest crash prone locations. Project recommendations will include a combination of low cost, low-tech designs with more complex interventions which are data-driven and innovative.
- Prioritization of projects based on feedback with Steering Committee City Administration, and public feedback.
- Vision Zero framework and commitment
- Managing and legislating safe speeds
- Neighborhood traffic calming
- Update of Design and Construction Standards to reflect best practices in roadway design

- Complete Streets checklist for capital project planning and development

5. Scoping and Development of Prioritized Safety Projects

- High risk network projects
- Pedestrian safety projects
- Bicycle safety projects
- Spot safety improvements
- 30% Preliminary Designs for Three (3) Priority Projects
*Percent of engineering completion will be dependent upon project scale, scope and size

6. Final Report

- Final high-resolution PDF of the SS4A Action Plan and minimum, of five (5) bound hard copies.
- Vision Zero policy and commitment
- Crash data analysis and findings
- Public Engagement methods and summary
- Proposed actions
- Regular meetings with City Staff, monthly progress reports, and preparation and submission of invoices.
 - Monthly progress reports should include performed work; upcoming tasks or milestones; status of scope, schedule, and budget; and risk assessment and proposed mitigation.
- Progress monitoring
- Appendices and policy documents
- Executive Summary/Fact Sheet (highly graphic, highlighting major assumptions, strategies, and recommendations at the completion of this project).
- All data and study products, meeting summaries, public feedback, and technical analyses.
- Presentation of the final plan to the City Council to give an overview of the SS4A Action Plan, provide recommendations for implementation projects, and encourage commitment from the City to the SS4A Action Plan.

PROJECT MANAGEMENT

The consultant will be responsible for coordinating regular project meetings with the Municipal Partners, including producing all meeting materials, notices, attendance lists, minutes/summaries, etc. A project timeline should be provided in the proposal and updated as needed during the life of the project.

The City of Jamestown will be responsible for grant management, and will work in cooperation with the Municipal Partners on project oversight, including programmatic and financial reporting. The consultant will provide the Municipal Partners with clear, accurate, and timely reports and financial statements to facilitate all grant reporting requirements.

FEDERAL REQUIREMENTS

Because the Comprehensive Safety Action Plan is funded through the Safe Streets for All grant program, the project will be administered in adherence to requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ([2 CFR 200](#)). The selected consultant will comply with all applicable terms and conditions of the Federal Highway Administration and all applicable state and federal regulations. This includes regulations and policies related to nondiscrimination, equal employment opportunity, lobbying, as well as any agreements between City of Jamestown and the Federal Highway Administration. See US DOT Terms and Conditions in EXHIBIT D.

FEES/BUDGET

Project costs will comply with [2 CFR 200.324](#), as well U.S Department of Transportation Grant Agreement. The total fee amount for combined services for the SS4A Action Plan shall **not exceed \$275,000**, including all professional services, expenses, overhead, and profit.

Consultants should review project scope of work tasks and present a cost breakdown consistent with the above budget.

PROJECT TIMELINE

The project is intended to be completed within 12-18 months upon the finalization of a contract and notice to proceed is issued.

GENERAL INFORMATION AND INSTRUCTIONS

A. RFP Process. Proposals must be received by the City of Jamestown by March 3, 2025 no later than 4PM. Proposals after such date and time will not be accepted. Proposals may be sent by mail or by email. Submissions will be kept strictly confidential until after the opening deadline, at which time they become public documents. Late proposals will not be considered and will remain unopened. All submissions become the property of the City of Jamestown upon submission. Sealed submittals must be hand delivered or mailed to:

Ellen Shadle
Principal Planner
200 E Third Street
Department of Development, 4th Floor
Jamestown, New York 14701

The consultant/firm shall provide one (1) electronic copy incorporated into a single PDF file for review in addition to seven (7) hard copies. The electronic copy shall be submitted as a single .pdf file via email to shadle@jamestownny.gov.

SUBMISSIONS MUST BE RECEIVED BY 4:00 PM ON MARCH 3, 2025.

Emailed or faxed submissions without hard copies will not be accepted.

B. Questions. Any questions concerning the scope of this project or request for additional information should be directed to Ellen Shadle by email only shadle@jamestownny.gov no later than **February 3, 2025**.

Answers to submitted questions will be posted by **February 7, 2025** on the City's website at: www.Jamestownny.gov as well as uploaded to the Bidnet and NYS Contract Reporter project solicitation sites. No interpretation shall be binding unless received in writing from the City of City of Jamestown.

C. Proposal Submittal Requirements

1) Cover Letter and Contact: The cover letter indicates why the respondent and its sub-consultants are the best selection for the project. The letter of interest is to be signed by an officer, partner, or principal in the company. The letter shall also identify an individual to be the contact person for the respondent for the RFP process. All correspondence, notifications, emails, etc. from the City to the respondent regarding the RFP process will be sent to the identified contact person.

2) General Experience Summary: The summary will need to emphasize the team's experience with developing successful coordinated public transit-human services plans and plan updates across a broad and diverse region consistent with the details in the requested Project Scope presented above.

3) Project Understanding and Proposed Approach: This section of the proposal should include an outline of the understanding of the project goals, scope, and important issues associated with the study area. It should include a proposed approach to addressing the desired tasks and outcomes outlined in this document with the requested Scope of Services, including proposed analysis tools and techniques and partner and public engagement strategies. It should also include proposed management and project oversight efforts and estimated hours for each task.

4) Project Schedule: A detailed project timeline, including anticipated meetings, milestones, and deliverables, should be included in the proposal to achieve the desired Scope of Work no later than October 31, 2026. This study is expected to be conducted between roughly April 2025 and October 2026, with a notice to proceed upon City Council approval of contract award anticipated in March 2025.

5) Project Team: Provide resumes, abbreviated, if necessary, for specific personnel who will be assigned to the project. Verify that they have experience with similar projects and will be available to complete the project within the allotted time frame, including availability to begin the project in April 2025. Include the proposed organizational chart.

6) Firm Overview: General description of lead consultant and any proposed subconsultant(s), including relevant project experience, firm profile, and description of current projects. General discussion of any history of successful collaboration between proposed lead and subconsultant team members, if applicable.

7) Project References: References should include a brief project description, contact name, address, telephone number, and email address, and provide evidence of similar work completed within the last five (5) years conducted by the proposing firm(s).

8) Project Cost: The proposal should estimate the cost to complete individual work elements and the entire project. The proposal should also identify tasks not performed by the consultant or contractor that must be performed by City staff.

ACTION PLAN COMPONENTS	COST ESTIMATE
Project Management and Coordination	
Data Collection and Safety Analysis	
High Injury Network Map or approved equivalent	
Community Engagement including Equity Considerations	
Policy and Process Assessment	
Strategy and Project Selections	
30% Preliminary Design of 10 High Priority Projects	
Prepare SS4A Action Plan	
Direct Expenses	
Contingency	
TOTAL	

Firms submitting proposals are encouraged to carefully check them for conformance to the abovementioned requirements. The proposal will be disqualified if it does not meet these requirements. No exception will be granted.

SELECTION/ EVALUATION CRITERIA

The City of Jamestown reserves the right to seek clarification of any proposal submitted and to select the consultant that is best able to address the project purpose and to reject any and all of the proposals. The City of Jamestown reserves the right to withdraw this request for proposals, to accept or reject any or all proposals, to advertise for new proposals, if it is in the best interest of the City to do so, and to award a contract as deemed to be in the best interest of the City. This solicitation of proposals in no way obligates the City of Jamestown to award a contract. The selection committee at its discretion will conduct interviews of finalists prior to award.

Proposals will be based on the following criteria (100 points maximum):

Criteria	Points x Weight
Project Understanding	30

Qualification, Capabilities & Experience of proposed staff	20
Past performance on similar projects	25
Public engagement plan	5
Ability to meet schedules and budgets	15
Cost and proposed distribution effort	10
Overall quality of RFP submission	5
Total possible points	100

MWBE/ SDVOB/DBE PARTICIPATION

The City of Jamestown encourages the participation of Minority and Women Owned Business Enterprises (MWBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) and Disadvantage Business Enterprises (DBEs).

EQUAL OPPORTUNITY

The selection of the consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Jamestown is an equal opportunity employer and encourages proposals from minority and women-owned businesses.

PROPOSAL AND SELECTION SCHEDULE

Request for Proposals (RFP) Timeline	
RFP Issued	January 13, 2025
Questions Due	February 3, 2025
Addendum Issued (if applicable)	February 5, 2025
Proposals Due	March 3, 2025
Proposal Opening	March 3, 2025
Selection/Contract Arbitration	March 31, 2025
Contract Preparation, Amendment, and Approval	March 31, 2025
Contract Work Begins	April 14, 2025
Contract Work Ends	October 31, 2026

ADDITIONAL INFORMATION

Relevant City Resources

- In-process development and progression of new Action Plan, and Zoning Code update
- Jamestown Urban Plan Design (2006)
- Jamestown Traffic and Streetscape Enhancement Plan (2008)
- Urban Design Plan 2.0 (2019)
- Neighborhood Revitalization Plan (2010) and Update (2017)
- Downtown Jamestown Economic Development Strategy (2015)
- Downtown Revitalization Initiative (2016).

Other relevant policy and regulatory documents, or maps that may be deemed relevant/useful to respondents which may be available on the City of Jamestown website or upon request.

No Gratuities

- Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purpose of influencing the selection.
- Any attempt by a respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process
- Accordingly, contacts with members of the Staff Evaluation Panel, which are outside of the established process, should not be initiate

Verifiable information

- By submitting a response, respondents represent and warrant to the City that all information provided in the response submitted shall be true, correct and complete.
- Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process may be excluded.

Interviews

- After the initial evaluation of the statements of qualifications, respondents will be notified by e-mail of their status in the selection process.
- Respondents who are "short-listed" will be contacted by both phone and e-mail.
- "Short-listed" respondents will be invited to participate in interviews that will focus not only on the respondent's application, their project approach, and an appraisal of the planning professionals who would be directly involved in the project.

Cost of Responses

- City is not responsible for the costs incurred by anyone in the submission of responses.

Contract

- This RFP is not to be construed as a contract or as a commitment of any kind.
- To ensure that the appropriate staff is assigned to the project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.

No Obligation - The City reserves the right to:

- Evaluate the responses submitted
- Waive any irregularities therein
- Select candidates for the submittal of more detailed or alternate proposals
- Accept any submittal or portion of submittal
- Reject any or all respondents submitting responses, should it be deemed in the City's best interest
- Cancel the entire process.

Professional Liability Insurance

- The respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of New York.

EXHIBITS

EXHIBIT A: Municipal Procurement Requirements

EXHIBIT B: Safe Streets and Roads for All Self-Certification Eligibility Worksheet

EXHIBIT C: Safe Streets and Roads for All Action Plan Components

EXHIBIT D: US DOT Safe Streets and Roads for All Terms and Conditions

EXHIBIT A- MUNICIPALITY PROCUREMENT REQUIREMENTS

CITY OF JAMESTOWN STANDARD INSURANCE REQUIREMENTS

Insurance shall be procured and certificates of insurance delivered to the Corporation Counsel, and the City department responsible for the agreement, prior to commencement of work, deliver of material or equipment. **The Certificates of Insurance shall be made to the "City of Jamestown, Corporation Counsel, 200 East Third St., Jamestown, NY 14701"** must comply with all coverage specification of the contract, and must be executed by an insurance company and/or agency or broker who is licensed by the Insurance Department of the State of New York. The "ACORD" form certificate may be used, providing the following two additional conditions are added to the form verbatim:

A. **ACKNOWLEDGMENT:** The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the City of Jamestown in which the named insured agrees to defend, hold harmless, and indemnify the City, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced above covers the liability assumed under the City-contractor agreement.

B. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the City's Corporation Counsel, and the City department requesting this Certificate before such change shall be effective.

Minimum coverage limits are as follows:

	CONSTRUCTION & MAINTENANCE	PROFESSIONAL SERVICES
COMP. GEN. LIAB. *	\$1,000,000 CSL	\$1,000,000 CSL
-PREM & OPS		
-PRODS. & COMPL. OPS		
-INDEPEND. CONTRACT		
- CONTRACTUAL		
-BROAD FORM P.O.		
-X.C.U.		
-PERSONAL INJURY		
AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL
-OWNED		
-HIRED		
-NON-OWNED		
EXCESS UMBRELLA LIAB*	\$1,000,000	\$1,000,000
WORKER'S COMPENSATION & EMPLOYERS LIABILITY	STATUTORY	STATUTORY
DISABILITY BENEFITS	STATUTORY	STATUTORY
PROFESSIONAL LIAB.	NOT APPLIC.	\$1,000,000



All coverage shall provide for a minimum of \$3,000,000 coverage for multiple occurrences.

City of Jamestown shall be named as additional insured on all policies for purpose of coverage but not by payment of premium.

*The comprehensive general liability can be met by one or more policies or in combination with an excess umbrella liability policy. No umbrella policy is required if underlying coverage is at least \$1,000,000.

Bid specifications or particular contracts, leases, or agreements may require alternative coverages or limits, which may be evidenced on the certificate in lieu of the coverage specified.

The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products.

The City reserves the right to modify, reduce or expand the coverage required herein on a case-by-case basis, where the scope of the project, or the potential exposure of the City so warrants.

INVESTIGATION AUTHORIZATION - COMPANY

The undersigned organization, a prospective proposer to provide emergency advanced life support ambulance service for the City of Jamestown, recognizes that public health and safety requires assurance of safe, reliable, cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the City of Jamestown, or its agents. The company specifically agrees that the City of Jamestown or its agents may conduct an investigation into, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the City of Jamestown's selection decision.
2. The company's current business practices, including employee compensation and benefits arrangements, pricing practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company's services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company's past work, as well as other units of local government with which the company has dealt in the past.



4. Other business in which company owners and/ or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

This authorization shall expire one year from the date of signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:

Company Name

Date

By: Signature (authorized representative)

Name & Title Printed

State of: _____

County of: _____

On this _____ day of _____ 20____ before me, the undersigned,
date month

_____ a Notary Public in and for the said County and State,
name (printed)

personally appears.

To me known to be the person described herein and who executed the foregoing statement, and acknowledged that s/he executed the same as her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public (signed)



CERTIFICATION PURSUANT TO SECTION 103-G OF THE NEW YORK STATE

General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law. Such list can be found on the website of the office of general services, <http://ogs.ny.gov/default.asp>."

Print

Signature

Title

Company Name

Date

On January 13, 2012, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act.

On July 17, 2012, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.



NON-COLLUSIVE BIDDING CERTIFICATION

Required by Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____

day of _____, 20_____ as the act and deed of said corporation or partnership.
month year

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE



IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES

LEGAL RESIDENCE

President

Vice President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

Telephone: _____ Title: _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By- Name

By- Name

Title

Title

Street Address

Street Address

City and State

City and State

All applicants should follow the instructions in the NOFO to correctly apply for a grant. See the [SS4A website](#) for more information.

Table 1 of the SS4A NOFO describes [eight components of an Action Plan](#), which correspond to the questions in this worksheet. Applicants should use this worksheet to determine whether their existing plan(s) contains the required components to be considered an eligible Action Plan for SS4A.

This worksheet is required for all SS4A **Implementation Grant** applications and any **Planning and Demonstration Grant applications to conduct Supplemental Planning/Demonstration Activities only**. Please complete the form in its entirety, do not adjust the formatting or headings of the worksheet, and upload the completed PDF with your application.

Eligibility

An Action Plan is considered eligible for an SS4A application for an Implementation Grant or a Planning and Demonstration Grant to conduct Supplemental Planning/Demonstration Activities if the following two conditions are met:

- You can answer "YES" to Questions **3, 7, and 9** in this worksheet; *and*
- You can answer "YES" to **at least four of the six remaining** Questions, **1, 2, 4, 5, 6, and 8**.

If both conditions are not met, an applicant is still eligible to apply for a Planning and Demonstration Grant to fund the creation of a new Action Plan or updates to an existing Action Plan to meet SS4A requirements.

Applicant Information

Lead Applicant: _____ UEI: _____

Action Plan Documents

In the table below, list the relevant Action Plan and any additional plans or documents that you reference in this form. Please provide a hyperlink to any documents available online or indicate that the Action Plan or other documents will be uploaded in Valid Eval as part of your application. Note that, to be considered an eligible Action Plan for SS4A, the plan(s) coverage must be broader than just a corridor, neighborhood, or specific location.

Document Title	Link	Date of Most Recent Update



Action Plan Components

For each question below, answer "YES" or "NO." If "YES," list the relevant plan(s) or supporting documentation that address the condition and the specific page number(s) in each document that corroborates your response. This form provides space to reference multiple plans, but please list only the most relevant document(s).

1. Leadership Commitment and Goal Setting

Are **BOTH** of the following true?

- A high-ranking official and/or governing body in the jurisdiction publicly committed to an eventual goal of zero roadway fatalities and serious injuries; and
- The commitment includes either setting a target date to reach zero OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date.

YES

NO

Note: This may include a resolution, policy, ordinance, executive order, or other official announcement from a high-ranking official and the official adoption of a plan that includes the commitment by a legislative body.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

2. Planning Structure

To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?

YES

NO

Note: This should include a description of the membership of the group and what role they play in the development, implementation, and monitoring of the Action Plan.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)



3. Safety Analysis

Does the Action Plan include **ALL** of the following?

- Analysis of existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types;
- Analysis of systemic and specific safety needs, as needed (e.g., high-risk road features or specific safety needs of relevant road users); and,
- A geospatial identification (geographic or locational data using maps) of higher risk locations.

YES

NO

Note: Availability and level of detail of safety data may vary greatly by location. The [Fatality and Injury Reporting System Tool \(FIRST\)](#) provides county- and city-level data. When available, local data should be used to supplement nationally available data sets.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

4. Engagement and Collaboration

Did the Action Plan development include **ALL** of the following activities?

- Engagement with the public and relevant stakeholders, including the private sector and community groups;
- Incorporation of information received from the engagement and collaboration into the plan; and
- Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

YES

NO

Note: This should be a description of public meetings, participation in public and private events, and proactive meetings with stakeholders.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)



5. Equity Considerations

Did the Action Plan development include **ALL** of the following?

- Considerations of equity using inclusive and representative processes;
- The identification of underserved communities through data; and
- Equity analysis developed in collaboration with appropriate partners, including population characteristics and initial equity impact assessments of proposed projects and strategies.

YES

NO

Note: This should include data that identifies underserved communities and/or reflects the impact of crashes on underserved communities, prioritization criteria that consider equity, or a description of meaningful engagement and collaboration with appropriate stakeholders.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

6. Policy and Process Changes

Are **BOTH** of the following true?

- The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
- The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

YES

NO

Note: This may include existing and/or recommended Complete Streets policy, guidelines for community engagement and collaboration, policy for prioritizing areas of greatest need, local laws (e.g., speed limit), design guidelines, and other policies and processes that prioritize safety.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)



7. Strategy and Project Selections

Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, with information about time ranges when projects and strategies will be deployed, and an explanation of project prioritization criteria?

YES
NO

Note: This should include one or more lists of community-wide multi-modal and multi-disciplinary projects that respond to safety problems and reflect community input and a description of how your community will prioritize projects in the future.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

8. Progress and Transparency

Does the plan include **BOTH** of the following?

- A description of how progress will be measured over time that includes, at a minimum, outcome data.
- The plan is posted publicly online.

YES
NO

Note: This should include a progress reporting structure and list of proposed metrics.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)

9. Action Plan Date

Was at least one of your plans finalized and/or last updated between 2019 and April 30, 2024?

YES
NO

Note: Updates may include major revisions, updates to the data used for analysis, status updates, or the addition of supplemental planning documents, including but not limited to an Equity Plan, one or more Road Safety Audits conducted in high-crash locations, or a Vulnerable Road User Plan.

If "YES," please list your most recent document(s), date of finalization, and page number(s) that corroborate your response.

Document Title	Date of Most Recent Update	Page Number(s)



Safe Streets and Roads for All Action Plan Components

This document is not meant to replace the NOFO. Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information: <https://www.transportation.gov/SS4A>

Leadership Commitment and Goal Setting



An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- (1) the target date for achieving zero roadway fatalities and serious injuries, OR
- (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.



Planning Structure

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.



Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).

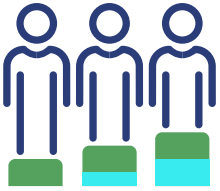


Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.



Safe Streets and Roads for All Action Plan Components



Equity Considerations

Plan development using inclusive and representative processes. Underserved communities* are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.



Policy and Process Changes

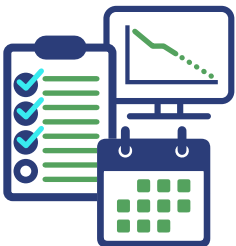
Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.



Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.



Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

* An underserved community as defined for this NOFO is consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative <https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf> and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6jj>; any Tribal land; or any territory or possession of the United States.



U.S. DEPARTMENT OF TRANSPORTATION

**GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS**

Date: January 4, 2024

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “**FHWA**”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

**ARTICLE 9
RECIPIENT ROLE**

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
 - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
 - (1) the “Non-Federal Funds” amount decreases; or
 - (2) the “Total Eligible Project Cost” amount decreases.

- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4 (d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

**ARTICLE 13
PROGRESS AND FINANCIAL REPORTING**

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

**ARTICLE 14
PERFORMANCE REPORTING**

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112 (g)-(h) of BIL:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) the percent of funds spent in, and providing benefits to, underserved communities; and
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15
NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

- (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

- (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2023” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron

or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any new work under this agreement for non-construction awards. This provision is in accordance with 2 CFR 200.308(c)(6) and does not apply to the acquisition of supplies, material, equipment or general support services.

**ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

**ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21 AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22 CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23 RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the

Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
- (2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
- (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

**ARTICLE 28
MANDATORY AWARD INFORMATION**

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 29
CONSTRUCTION AND DEFINITIONS**

29.1 Attachments. This agreement includes the following attachments as integral parts unless Attachments D-F are not required for certain Planning and Demonstration Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program”, dated January 4,

2024, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.