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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

May 29, 2024

Rebecca Runkel, Project Engineer  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: U.S. Department of Transportation Grant Agreement Under the  
Fiscal Year 2023 Safe Streets And Roads For All Grant Program**

Dear Ms. Runkel:

We have received and reviewed the Grant Agreement prepared by US Department of Transportation/Federal Highway Administration (USDOT and FHWA) for the development a comprehensive action plan that establishes system and community needs, provides solutions to existing concerns, and assists the City in project prioritization with respect to the City's transportation network, including crash data and safety concerns at specific locations and equity concerns and jurisdictional overlap with other agencies. The total cost of developing the action plan is \$200,400, with \$160,320 to be provided by the federal grant funding and \$40,080 required for the local share.

The Grant Agreement sets for the scope of the project, the project timing, and the project costs and award amounts. The Grant Agreement also incorporates the federal regulations that control the grant program and require the City staff to comply with the regulations. General Terms and Conditions of the Grant Program are also incorporated into the Grant Agreement by reference. We have downloaded and reviewed the Terms and Conditions, which include procedures for administration and reporting on the project.

The Grant Agreement is provided for the limited purpose of setting forth the award amount, the division of costs, and scope and timing of the project. City Staff should review the incorporated Terms and Conditions with respect to the procedure for administering the project. Subject to The City Engineer's review and approval of the cost breakdown of the project, and review of the Terms and Conditions for administration of the grant, we see no legal impediment to entering into the Grant Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Rebecca Runkel, Project Engineer  
City of Novi  
May 29, 2024  
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Megan Mikus, Deputy DPW Director (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

- |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |           |                  |          |                      |     |              |     |        |           |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------|------------------|----------|----------------------|-----|--------------|-----|--------|-----------|--|
| <p><b>1. Federal Award No.</b><br/>693JJ32440436</p>                                                                                                                                                                                                    | <p><b>2. Effective Date</b><br/>See No. 16 Below</p>                                                                                                                                                                                                                                                                                                                                                                                                            | <p><b>3. Assistance Listings No.</b><br/>20.939</p> |           |                  |          |                      |     |              |     |        |           |  |
| <p><b>4. Award To</b><br/>City of Novi<br/>26300 Lee BeGole Drive<br/>Novi, MI 48375-1247</p> <p>Unique Entity Id.: HSCJU29TX894<br/>TIN No.: 38-6032551</p>                                                                                            | <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop E71-117<br/>Washington, DC 20590</p>                                                                                                                                                                                                                                          |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| <p><b>6. Period of Performance</b><br/>24 months from the Effective Date of Award</p>                                                                                                                                                                   | <p><b>7. Total Amount</b></p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$160,320</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$40,080</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$200,400</td> </tr> </table> | Federal Share:                                      | \$160,320 | Recipient Share: | \$40,080 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$200,400 |  |
| Federal Share:                                                                                                                                                                                                                                          | \$160,320                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| Recipient Share:                                                                                                                                                                                                                                        | \$40,080                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| Other Federal Funds:                                                                                                                                                                                                                                    | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| Other Funds:                                                                                                                                                                                                                                            | \$0                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| Total:                                                                                                                                                                                                                                                  | \$200,400                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| <p><b>8. Type of Agreement</b><br/>Grant</p>                                                                                                                                                                                                            | <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p>                                                                                                                                                                                                                                                                |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| <p><b>10. Procurement Request No.</b><br/>HSA240329PR</p>                                                                                                                                                                                               | <p><b>11. Federal Funds Obligated</b><br/>\$160,320</p>                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| <p><b>12. Submit Payment Requests To</b><br/>See Article 5.</p>                                                                                                                                                                                         | <p><b>14. Accounting and Appropriations Data</b><br/>15X0173E50.0000.055SR10500.5592000000.4<br/>1010.61006600</p>                                                                                                                                                                                                                                                                                                                                              |                                                     |           |                  |          |                      |     |              |     |        |           |  |
| <p><b>13. Description of the Project</b><br/>The City of Novi will develop a comprehensive Safety Action Plan that establishes system and community needs, provides solutions to existing concerns, and assists the City in project prioritization.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |           |                  |          |                      |     |              |     |        |           |  |

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

Signature

Date

Name:

Title:

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

Signature

Date

Name: Hector Santamaria

Title: Agreement Officer

# U.S. DEPARTMENT OF TRANSPORTATION

## GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Novi (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Novi Safety Action Plan.

The parties therefore agree to the following:

### ARTICLE 1 GENERAL TERMS AND CONDITIONS

#### 1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

### ARTICLE 2 APPLICATION, PROJECT, AND AWARD

#### 2.1 Application.

Application Title: Novi Safety Action Plan

Application Date: 07/07/2023

#### 2.2 Award Amount.

SS4A Grant Amount: \$160,320

#### 2.3 Federal Obligation Information.

Federal Obligation Type: Single

## 2.4 Budget Period.

Budget Period: See Block 6 of Page 1

## 2.5 Grant Designation.

Designation: Planning and Demonstration

# ARTICLE 3 SUMMARY PROJECT INFORMATION

## 3.1 Summary of Project's Statement of Work.

The City of Novi will develop a comprehensive action plan that establishes system and community needs, provides solutions to existing concerns, and assists the City in project prioritization. During the development of a Safety Action Plan, staff will review existing safety initiatives, how specific population groups interact with the transportation network, and crash data and safety concerns at specific locations. The Safety Action Plan will also take into consideration equity concerns and jurisdictional overlap with other agencies. Lastly, the plan will include a prioritized list of project recommendations to address network concerns.

The project will be completed in one phase.

## 3.2 Project's Estimated Schedule.

### Action Plan Schedule

| Milestone                           | Schedule Date  |
|-------------------------------------|----------------|
| Planned NEPA Completion Date:       | Not applicable |
| Planned Draft Plan Completion Date: | July 2025      |
| Planned Final Plan Completion Date: | November 2025  |
| Planned Final Plan Adoption Date:   | December 2025  |
| Planned SS4A Final Report Date:     | March 2026     |

## 3.3 Project's Estimated Costs.

### (a) Eligible Project Costs

| Eligible Project Costs       |           |
|------------------------------|-----------|
| SS4A Grant Amount:           | \$160,320 |
| Other Federal Funds:         | \$0       |
| State Funds:                 | \$0       |
| Local Funds:                 | \$40,080  |
| In-Kind Match:               |           |
| Other Funds:                 |           |
| Total Eligible Project Cost: | \$200,400 |

## (c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

### RECIPIENT INFORMATION

#### 4.1 Recipient Contact(s).

Jeffrey D, Herczeg  
Director, Department of Public Works  
City of Novi  
26300 Lee BeGole Drive  
Novi, MI 48375-1247  
(248) 735-5606  
[jherczeg@cityofnovi.org](mailto:jherczeg@cityofnovi.org)

#### 4.2 Recipient Key Personnel.

| Name           | Title or Position |
|----------------|-------------------|
| Rebecca Runkel | Project Engineer  |

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310

1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Michigan  
Agreement Officer’s Representative (AOR)  
315 West Allegan Street, Room 201  
Lansing, MI 48933-1528  
517-377-1844  
[Michigan.fhwa@fhwa.dot.gov](mailto:Michigan.fhwa@fhwa.dot.gov)

and

Rachel Tupica  
Michigan Division Office Lead Point of Contact  
Division Administrator 315 West Allegan Street, Room 201  
Lansing, MI 48933-1528

## **ARTICLE 5**

### **USDOT ADMINISTRATIVE INFORMATION**

#### **5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

#### **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost

provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6**

### **SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Novi Safety Action Plan will be made publicly available and agrees that it will publish the final Novi Safety Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City limits of the City of Novi

**Table 1: Performance Measure Table**

| <b>Measure</b>                                          | <b>Category and Description</b>                                                                                                                                                                 | <b>Measurement Frequency and Reporting Deadline</b>        |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Equity<br>[for all Grants]                              | Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT                                                  | Within 120 days after the end of the period of performance |
| Costs<br>[for all Grants]                               | Project Costs: Quantification of the cost of each eligible project carried out using the grant                                                                                                  | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations<br>[for all Grants] | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

## ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

**Scope:** Not Applicable

**Schedule:** Not Applicable

**Budget:** Not Applicable

The table below provides a summary comparison of the project budget.

| Fund Source                                                       | Application  |      | Section 3.3  |      |
|-------------------------------------------------------------------|--------------|------|--------------|------|
|                                                                   | \$           | %    | \$           | %    |
| <b>Previously Incurred Costs<br/>(Non-Eligible Project Costs)</b> |              |      |              |      |
| Federal Funds                                                     | 0            | 0    | 0            | 0    |
| Non-Federal Funds                                                 | 0            | 0    | 0            | 0    |
| Total Previously Incurred Costs                                   | 0            | 0    | 0            | 0    |
| <b>Future Eligible Project Costs</b>                              |              |      |              |      |
| SS4AFunds                                                         | \$160,320.00 | 80%  | \$160,320.00 | 80%  |
| Other Federal Funds                                               | \$0.00       | 0%   | \$0.00       | 0%   |
| Non-Federal Funds                                                 | \$40,080.00  | 20%  | \$40,080.00  | 20%  |
| Total Future Eligible Project Costs                               | \$200,400.00 | 100% | \$200,400.00 | 100% |
| Total Project Costs                                               | \$200,400.00 | 100% | \$200,400.00 | 100% |

**ATTACHMENT C**  
**RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table align with the application:

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>                                                                                                                                                                                                                     |
|   | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i> |
|   | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>                                                |
|   | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>                                                                                                               |
|   | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>                                                                                                                                                                                         |
|   | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.                                                                                                                                                                                                                                                                   |
|   | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.                                                                                                                                                                                                                                |
| X | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.                                                                                                                                                                                                                                                                    |

**2. Supporting Narrative.**

## ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

### 1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

|  |                                                                                                                                                                                                                                                                                                                             |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>                                                                                                                                      |
|  | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>                                                                                                                               |
|  | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>                                                                                                                                    |
|  | The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>                                                                                |
|  | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>                                                                                                                                    |
|  | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>                                                                                                                          |
|  | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>                                                                                                                                |
|  | The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>                                                                                                                                                                              |
|  | The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>                                                                                                                                                                                                                            |
|  | The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>                                                                                                                                                                                                              |
|  | The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>                                                                                                                                                                                                          |
|  | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i> |
|  | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>                                                                                                                                      |
|  | The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>                                                                                                                                                                 |
|  | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>                                                                                                                                      |

|   |                                                                                                                                                                                                 |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.                              |
|   | The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below. |
| X | The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.                               |

**2. Supporting Narrative.**

**ATTACHMENT E  
LABOR AND WORKFORCE**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>                                                                                                                                                                                                                                                                                                                                                           |
|  | The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|  | The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|  | The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>                                                                                                                                                                                                                     |
|  | The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i> |
|  | The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>                                                                                                                                                                                                                                                                                                                                                                                                         |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p> |
|   | <p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| X | <p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## 2. Supporting Narrative.

**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 4.3 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 4.3. 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 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) 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 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) 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 4.3 by written notice to all of the Recipient contacts who are listed in section 4.1.

**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 F is not required for certain SS4A 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.



June 7, 2024

Mr. Jeff Herczeg  
Director of Public Works  
City of Novi, Department of Public Works  
26300 Lee Begole Drive  
Novi, MI 48375

RE: Safe Streets and Roads for All (SS4A) Safety Action Plan  
Scope of Engineering Services

Dear Mr. Herczeg:

We are submitting this scope of services as a follow-up to our prior discussions and the City's desire to implement the "Safe Streets and Roads for All" program and develop a comprehensive Safety Action Plan. The following outlines our Project Understanding, Scope of Services, Schedule, and Fee to assist with this project.

#### PROJECT UNDERSTANDING

The City of Novi has received federal funding through the SS4A program to develop a comprehensive Safety Action Plan supporting the Towards Zero Deaths initiative. This process will provide an opportunity to document the policies and procedures already in place, incorporate industry best practices, and set a framework to allow for the application of the Safety Action Plan. The development of the Safety Action Plan will be guided by a group of stakeholders representing diverse interests in the transportation system. Selected by the City of Novi, the Safety Action Plan Committee (SAPC) is anticipated to include representatives from City Administration, City Council, Public Safety, Public Works, Community Development, RCOC, and SEMCOG, as well as other interested groups in the City such as public school systems, advocate groups, and key businesses. This Committee will be tasked with oversight on the development, implementation, and continued monitoring of the Safety Action Plan.

The development of a comprehensive Safety Action Plan will include a review of other agencies plans and policies to identify successful components for additional consideration. Historical Crash Data is expected to be a key component of the analysis portion of the Safety Action Plan. Developing and implementing a method for systemwide analysis will provide identification guidance for locations that may warrant additional investigation. This data driven analysis will identify existing crash patterns and historical trends, allowing crash history to be considered alongside other Safety Action Plan goals.

Engagement and Collaboration with the general public, private sector and community groups will allow for the incorporation of the Safety Action Plan into the larger community planning goals. This engagement is especially critical where overlapping jurisdictions will benefit from planning initiative and policy consistency. The incorporation of equity considerations into the Safety Action Plan allows for a planning process in which historically disadvantaged communities share in the benefits of any proposed safety improvements and reductions in the number and severity of traffic crashes. These communities often experience a disproportionate amount of non-motorized crashes. Including the consideration of non-motorized crash data in the evaluation process could serve as a starting point to help address equity issues in the system.

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The Safety Action Plan will establish a procedure for regularly reviewing available data sets to guide the management of transportation safety initiatives and projects. Development of the Safety Action Plan will identify priority locations for further analysis with the goal of identifying proposed safety countermeasures and potential network improvements. Prioritization of these projects will require analysis of potential solutions.

The preliminary analysis of identified priority locations will review the existing conditions and identify opportunities for improvement. The complexity of the analysis will depend on the identified concerns as well as site and geometric constraints. The anticipated analysis includes:

- ▼ Traffic safety
- ▼ Traffic capacity and operations
- ▼ Basic geometric considerations
- ▼ Approximate proposed right-of-way impacts
- ▼ Conceptual engineer's opinion of probable cost

Once recommendations and preferred alternatives are identified, the City will look to prioritize projects and initiatives to maximize the opportunity to pursue all safety improvement potential of available funding sources.

### SCOPE OF SERVICES

Our work plan includes the tasks required to assist the City in development of the Safety Action Plan. Specific tasks to complete this project are as follows:

#### Task 1: Leadership Commitments and Goal Setting

Official commitment to an ambitious percentage reduction in fatalities and serious injuries requires a comprehensive understanding of the existing policies, procedures, and performance of the transportation network. Review of existing best practice plans, coordination with other planning agencies and developing an understanding of the current City of Novi system will allow the appropriate officials to make such a commitment with confidence. With a thorough understanding of the City's existing policies and performance, City leadership can present a commitment to safety that allows the communities goals to be met. Specific OHM Team work items in this task consist of:

- ▼ Technical Review of all available previously completed studies, including notable findings and applicable recommendations. Existing studies include:
  - SEMCOG Safety Plan
  - RCOC Safe Streets for All Plan
  - Novi Transportation Asset Management Plan
  - Novi Active Mobility Plan
  - Novi Master Plan
  - Novi Road Committee Report
- ▼ Identification of coordination opportunities with RCOC and other agencies
- ▼ Documentation of the Safety Action Plan Goals as set by the SAPC and adopted by City Administration
- ▼ Development of leadership commitment statement and resolution in collaboration with City Staff and the SAPC to be adopted by City Administration

#### Task 2: Planning Structure

The development, implementation and continued monitoring of the Safety Action Plan will be overseen by the SAPC. Member of the SAPC will be identified by the City of Novi and are anticipated to include representatives from City Administration, City Council, Public Safety, Public Works, Community Development, RCOC, and



SEMCOG, as well as other interested groups in the City such as public school systems, advocate groups, and key businesses. The SAPC will be responsible for providing guidance on the development of the SS4A Plan, reviewing and providing input on plan recommendations, assisting in the development of plan goals and objectives, and helping to distribute project information within the City of Novi. Specific work items in this task consist of:

- Coordinating and facilitating up to 3 meetings with the SAPC

### **Task 3: Safety Analysis**

Planning efforts that aim to provide a significant reduction in traffic fatalities and serious injuries require detailed analysis of existing crash history both to guide the selection of targeted improvements and to continue monitoring the plan as it is implemented. The data collected as part of the Safety Analysis will be used to identify priority locations for potential safety improvements. Specific OHM Team work items in this task consist of:

- Development of a safety data review structure to allow for the incorporation of up-to-date crash history into the Safety Action Plan
- Identification of crash patterns to prioritize for detailed safety reviews with consultation of the SAPC
- Data analysis of the past 3 years of crash data acquired through the City of Novi's ongoing partnership with the Traffic Improvement Association (TIA), stratified between intersections and roadway segments, to identify current system crash patterns and trends using web-based mapping applications and dashboards.
- Data analysis to identify High Risk Locations as defined by the SAPC. This may involve measures of crash frequency, crash rate, crash severity or other possible criteria.
- Cross analysis of the High Risk Locations with other SAPC defined priority areas such as transit routes, non-motorized activities and/or equity emphasis areas
- Detailed crash analysis at identified priority High Risk Locations. For an initial proof of concept for the methodology and tools, we assume up to twelve (12) detailed analyses, which would be a mixture of intersections and roadway segments. Subsequent decisions on the number of detailed analyses will be determined in consultation with the SAPC.

### **Task 4: Engagement and Collaboration**

Within any portion of the public road system, local residents are often an untapped source of firsthand knowledge. By reaching out to local governments, businesses, community organizations and members of the communities early and often throughout the planning process concerns not immediately evident in crash data reviews can be identified earlier in the process. A multi-pronged approach is proposed that utilizes both digital engagement tools and formal town hall meetings to allow interested residents to learn more about the planning process and provide feedback to the SAPC. Specific OHM Team work items in this task consist of:

- Providing information for public distribution through the City of Novi Community Relations Department.
- Incorporation into the Safety Action Planning process of community concerns gathered by the City of Novi Community Relations Department
- Participation in two public engagement meetings. The first meeting will focus on transportation safety policy, reviewing existing policies and providing policy feedback to the SAPC. The second meeting will focus on the development of the Safety Plan and the plans for program implementation. The meeting format will be developed in collaboration with the City team and the SAPC.
- Documentation of public engagement analysis in the Safety Action Plan. This documentation will provide a summary of the public engagement and outreach components of the plan development process.
- Comment review and summary including identification of potential High Risk Locations.



### Task 5: Equity Considerations

Historically, areas with higher concentrations of equity populations experience a disproportionate number of traffic fatalities when compared to other locations. SEMCOG's Equity Emphasis Area tool will be used to identify the census tracts within the City of Novi that contain higher levels of minority populations, individuals in poverty, limited English proficiency residents, zero car households, and more. The equity analysis will be used as part of the prioritization methodology to highlight areas to consider for safety treatments. Specific OHM Team work items in this task consist of:

- ▶ Compile GIS data from SEMCOG's Equity Emphasis Area Analysis to identify areas within the city that have disproportionate percentages of minorities, zero car households, disabilities, poverty, and other factors.
- ▶ Overlay Equity Emphasis Areas with other key Safety Action Plan data to assist in identifying High Risk Locations.
- ▶ Documentation of the Equity Considerations incorporated in the Safety Action Plan

### Task 6: Policy and Process Changes

Implementation of the Safety Action Plan may require revisions to existing policies, procedures, and processes. Potential policy changes will be gathered as part of the Best Practice research in Task 1. Those that are identified as potential solutions will be vetted with City staff and the SAPC. Through the Safety Action Plan development process, these documents will be reviewed to identify opportunities to improve the prioritization of transportation safety. Specific OHM Team work items in this task consist of:

- ▶ Technical review and documentation of existing City of Novi policy and procedures relating to roadway safety initiatives
- ▶ Develop recommended modifications to the existing policies and procedures to incorporate the Safety Action Plan Goals as set by the Safety Action Plan Committee (SAPC) and adopted by the City Administration with a resolution

### Task 7: Strategy and Project Selection

Through procedures and policies, the Safety Action Plan will guide the consideration of transportation safety as an integral part of the transportation planning process. Identification of potential project locations through a combination of existing safety performance, equity considerations and public engagement will allow for the City of Novi to prioritize projects that move the transportation network towards the goals established in the Safety Action Plan. Specific OHM Team work items in this task consist of:

- ▶ Review of available existing transportation system data including both vehicular and multimodal characteristics.
- ▶ Preliminary review of High Risk Locations identified through the revised Policy and Process changes, Safety Analysis, Engagement and Collaboration initiatives, and Equity Consideration efforts.
- ▶ Presentation of the High Risk Locations to the City for review and selection of Priority Locations for further consideration.
- ▶ **Systemic Counter Measure Priority Locations** – Locations where relatively simple improvements have the potential to provide a significant safety benefit would be considered for Systemic Counter Measures. For an initial proof of concept for the methodology and tools, we assume up to eight (8) locations, which would be a mixture of intersections and roadway segments. This number is a representation of the scale of projects that would likely fall within a planning cycle. Subsequent decisions on the number of detailed analyses will be determined in consultation with the City.
  - **Opinion of Construction Costs** – Planning-level opinions of construction costs will be developed for the proposed counter measure. This cost information will assist the City in identifying funding needs for the improvements described.
  - **Crash Reduction Factor Recommendation** – A Crash reduction factor will be recommended for the



proposed counter measure.

- **Technical Memorandum** – OHM will prepare a technical memorandum describing the locations and recommended counter measures

▼ **Individual Detailed Review Priority Locations** – Locations where additional development and refinement of improvement concepts is necessary to identify a recommended alternative will require additional review. For an initial proof of concept for the methodology and tools, we assume up to six (6) locations, which would be primarily intersections. This number is a representation of the scale of projects that would likely fall within a planning cycle. Subsequent decisions on the number of detailed analyses will be determined in consultation with the SAPC.

- **Traffic Volume Data Collection** – Peak period turning movement count period (7-9 AM, and 4-6PM) turning movement counts at intersection locations. 24-hour volume counts at road segment locations.
  - **Additional Data Collection** – cursory right-of-way information from available GIS and Oakland Access, traffic signal timing permits.
  - **Analyze Potential Improvement Concepts** – The OHM project team will identify potential alternative improvements. Preliminary options will be identified, summarized for pro/con attributes, and discarded if necessary. Each alternative will be initially assessed on a cursory level, so we do not pursue impractical options. The potential alternative improvements could include:
    - Intersection control changes (all way stop or signalization)
    - Basic geometric changes (added lanes, lane storage, tapers for pavement transitions, etc.)
    - Roadway, approach, or intersection realignment
    - Roundabouts
  - **Operational Analysis** – The operational analysis will focus on the anticipated year of data evaluation (2024). Options involving STOP control or signals will be evaluated using Synchro / SimTraffic. We will use RODEL™ for capacity calculations for roundabouts proposed as an alternative. Capacity changes proposed for roadway segments will be evaluated either by using Synchro or HCS software. Capacity calculation results will be included in the technical memorandum. This proposal includes 2 concepts for each study location.
  - **Illustrative Renderings** – Planning-level exhibits will be developed for the most promising alternatives. These exhibits will convey the intent of each concept. Renderings will include preliminary existing right-of-way information as found from GIS or Oakland Access. Renderings will be developed over existing aerial images. Preliminary proposed right-of-way areas will be shown. Site constraints that could impact the chosen alternative will be labeled. We assume one (1) iteration per exhibit will be performed based on the City's comments. This proposal includes illustrative renderings for up to two (2) concepts at each location.
  - **Opinion of Construction Costs** – Planning-level opinions of construction costs will be developed for the most promising alternatives. This cost information will assist the City in identifying funding needs for the improvements described. This proposal includes opinion of construction costs for up to two (2) concepts at each study location.
  - **Technical Memorandum** – For each location, OHM will prepare a technical memorandum to compare data, challenges, opportunities, and findings related to the practical alternatives will be discussed.
- ▼ Project Selection - Review of the Priority Location Technical Memorandum with the SAPC to finalize recommendations and develop a project prioritization.
- ▼ Identification of project implementation strategies including time ranges and potential funding sources. The project list will include anticipated crash reduction factors.



## DELIVERABLES

This proposal includes the following deliverables:

- ▼ Technical review of City of Novi policy and industry best practices
- ▼ Safety Action Plan
  - Safety Action Plan Goal Statement
  - Leadership Commitment Statement
  - Planning Structure Documentation
  - Safety Data Review Structure and Crash Pattern Prioritization
  - Engagement Plan Documentation
  - 2 Engagement and Outreach Meetings
  - Equity Considerations Plan Documentation
  - Policy Documentation and Recommendations
  - Documentation of High Risk Location identification and review procedures
  - Documentation of Priority Location identification and review procedures
  - Documentation of Project Selection and Prioritization process
- ▼ Safety Action Plan Inaugural Project List Implementation
  - Identification of Equity Emphasis Areas
  - 3 year crash data analysis and high risk location cross analysis report
  - Detailed crash analysis and summary at 12 High Risk Locations
  - Systemic Counter Measure Priority Location (8 locations) technical memorandum
    - Opinion of Construction Cost
    - Crash Reduction Factor Recommendation
  - Individual Detailed Review Priority Locations (6 locations)
    - Illustrative Renderings
    - Opinion of Construction Costs
    - Technical Memorandum
  - Project Prioritization and Implementation Strategies

## SCHEDULE

Based on our understanding of the SS4A program and discussions with the City, the following is the anticipated schedule for this project:



| Task | Description                        | Summer 23 | Fall 23 | Winter 23-24 | Spring 24 | Summer 24 | Fall 24 | Winter 24-25 | Spring 25 | Summer 25 | Fall 25 |
|------|------------------------------------|-----------|---------|--------------|-----------|-----------|---------|--------------|-----------|-----------|---------|
| -    | SS4A Application                   |           |         |              |           |           |         |              |           |           |         |
| -    | Award Notice                       |           |         |              |           |           |         |              |           |           |         |
| -    | Grant Agreement with FHWA          |           |         |              |           |           |         |              |           |           |         |
| -    | Obligation Date                    |           |         |              |           |           |         |              |           |           |         |
| 1    | Leadership Commitment/Goal Setting |           |         |              |           |           |         |              |           |           |         |
| 2    | Planning Structure                 |           |         |              |           |           |         |              |           |           |         |
| 3    | Safety Analysis                    |           |         |              |           |           |         |              |           |           |         |
| 4    | Engagement and Collaboration       |           |         |              |           |           |         |              |           |           |         |
| 5    | Equity Considerations              |           |         |              |           |           |         |              |           |           |         |
| 6    | Policy and Process Changes         |           |         |              |           |           |         |              |           |           |         |
| 7    | Strategy and Project Selection     |           |         |              |           |           |         |              |           |           |         |
| -    | Project Completion                 |           |         |              |           |           |         |              |           |           |         |

## ASSUMPTIONS

The following services are not anticipated to be required for this project and have not been included at this time:

- ▼ Environmental: ESAs, noise assessment, SHPO
- ▼ Detailed Design
- ▼ Analysis of Design Variance or Design Exception documents
- ▼ Obtaining utility information
- ▼ Complete traffic signal warrant study (we will provide a simplified, preliminary warrant assessment)
- ▼ Obtaining detailed existing right-of-way information beyond GIS or Oakland Access
- ▼ Title searches
- ▼ Topographic survey
- ▼ Vertical analysis beyond field observations

In the event any of these services are required by OHM Advisors, an addendum to the scope of work will be submitted for your approval prior to performing said services.

## FEE

The proposed fee for the above work is two hundred thousand four hundred dollars (\$200,400.00). The costs are derived based on the anticipated number of staff hours at the standard contract rates of \$125/hour for Engineer and \$175/hour for Senior Engineer. The summary of anticipated hours and costs are included in the following table:



| Task                                           | Engineer    |             | Senior Engineer |             | Estimated Cost      |
|------------------------------------------------|-------------|-------------|-----------------|-------------|---------------------|
|                                                | Hours       | Hourly Rate | Hours           | Hourly Rate |                     |
| Task 1 - Leadership Commitments & Goal Setting | 40          | \$125.00    | 30              | \$175.00    | \$10,250.00         |
| Task 2 - Planning Structure                    | 30          | \$125.00    | 20              | \$175.00    | \$7,250.00          |
| Task 3 - Safety Analysis                       | 200         | \$125.00    | 12              | \$175.00    | \$27,100.00         |
| Task 4 - Engagement & Collaboration            | 50          | \$125.00    | 24              | \$175.00    | \$10,450.00         |
| Task 5 - Equity Considerations                 | 12          | \$125.00    | 4               | \$175.00    | \$2,200.00          |
| Task 6 - Policy & Process Changes              | 35          | \$125.00    | 8               | \$175.00    | \$5,775.00          |
| Task 7 - Strategy & Project Selection          | 875         | \$125.00    | 160             | \$175.00    | \$137,375.00        |
| <b>Total</b>                                   | <b>1242</b> |             | <b>258</b>      |             | <b>\$200,400.00</b> |

Thank you for the opportunity to be of service. If you have any questions or require additional information, please contact us. We look forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to contact me at 248-751-3104.

Sincerely,  
OHM Advisors

Authorization to Proceed

Timothy J. Juidici, P.E.  
Principal-in Charge

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

cc: Taryn Juidici, PE, OHM