REQUEST FOR QUALIFICATIONS

PLANNING AND CITY DEVELOPMENT
CITY OF GRETNA, LOUISIANA

Safe Streets for All Action Plan

City of Gretna, Louisiana
740 2nd Street
Gretna, LA 70053
(504) 363-1500

RFQ Release Date: November 18, 2026
Qualifications Submission Deadline: 10:00 A.M. December 18, 2026

ADVERTISEMENT FOR QUALIFICATIONS

Sealed qualifications submittals will be received by the City of Gretna in the Mayor's Office, Gretna City Hall, 740 2nd Street, Gretna, Louisiana 70053 or electronically through the website www.publicpurchase.com until 10:00 A.M. local time on December 18, 2026 for:

PLANNING/ARCHITECTURAL/ENGINEERING SERVICES - SAFE STREETS FOR ALL ACTION PLAN

Copies of this Document may be obtained from Gretna City Hall, 740 2nd Street, Gretna, LA 70053 and through the websites www.publicpurchase.com or www.gretnala.com .

No submittal may be withdrawn for at least thirty (30) days after the scheduled closing time for receipt of bids.

For questions concerning the electronic bidding process please contact Public Purchase at www.publicpurchase.com and click on the live chat button (top left of home page).

For all other questions or requests contact Amelia Pellegrin at apellegrin@gretnala.com.

The City reserves the right to reject all bids and to waive informalities.

CITY OF GRETNA, LOUISIANA

(S) BELINDA C. CONSTANT
MAYOR

ADVERTISE: The Advocate
November 18th, 2026
November 25th, 2026
December 2nd, 2026
December 9th, 2026

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QUALIFICATIONS SPECIFICATIONS

Introduction and Context

The City of Gretna is in South Louisiana on the west bank of the Mississippi River across the river from New Orleans. Recognized as a historic port and railroad town, Gretna serves as the Parish seat of Jefferson Parish and has a diverse mix of industries with a disproportionately vulnerable population of 17,000.[1] The City's leadership is committed to transportation safety and addressing neighborhood connectivity and health issues resulting from legacy transportation infrastructure.[2] As referenced in the Gretna Comprehensive Plan, their intent is to provide a well-connected and safe transportation network for all users by:

> "…improve(ing) existing infrastructure, enhance commercial corridors, and promote walkable and bikeable neighborhoods. The new connections should link our parks, diverse communities, and commercial centers…"[3]

The city's two most significant corridors, US 90 and Belle Chasse Hwy/SH 23 split the community in two and are recognized as barriers presenting mobility and connectivity challenges. Additionally, the city has a freight rail alignment with extensive "street running" segments that run through its downtown and historic residential neighborhoods, contributing to one of the country's highest concentrations of unprotected at-grade crossings.

The development of an Action Plan is a critical implementation tool necessary to address existing connectivity, mobility, and safety challenges. It will include the identification of up to six locations for demonstration activities in Phase 2 of the grant program – design and construction of the demonstration projects will be bid separately from this request for qualifications.

DEMONSTRATION ACTIVITY[4]

60 percent of the crashes from 2017 to 2021 were intersection related.[5] Intersection-related crashes have been a recurring trend in the city. Preliminary analysis indicates that crashes were due to visibility constraints and involved pedestrians. Crosswalk visibility enhancements are low-cost, high-impact countermeasures to address both crash factors. These include additional signage such as "YIELD Here to Pedestrians" placed in the crosswalk on the centerline with complimenting pedestrian crossing signs on the side of the roadway directly adjacent to the crosswalk supported by high-visibility crosswalks.[6] Following outreach during the Action Plan public engagement, and in coordination with the

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[2] See *Attachment 2 – Leadership Commitments and Letters of Support*

[3] See *Attachment 3 – Gretna Comprehensive Plan – Transportation Element*

[4] See *Gretna, LA SS4A – Summary Budget and Schedule*

[5] See *Attachment 4 – Gretna SS4A Planning and Demonstration Maps, All Crashes (heat map), Crashes by Mode, and Crashes by Severity*

[6] Studies show these low-cost, high-impact crosswalk visibility enhancements can reduce crashes by 23-48% (https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/techSheet_VizEnhancemt2018.pdf)

Planning and Public Works Department, the City of Gretna anticipates installing temporarily signage and high-visibility crosswalks (where currently lacking), at six intersections with high pedestrian counts.[7] This pilot project is intended to test the following before and after implementation: 1) drivers yielding to pedestrians; 2) number of crashes; 3) public input in the form of surveys, community meetings, and key stakeholder interviews. Field observations will be conducted during AM and PM peak periods to assess pedestrian and driver behavior before and after the temporary installations.

Refer to Attachment D for full Scope of Work.

Response Requirements

Interested firms should submit a qualifications package that addresses the factors identified in the above Request for Qualifications and is specific to the Scope of Work in Attachment D.

• Submittal are limited to a maximum of 15 numbered pages not including required forms from Attachments A, B and C.

• Type size should be no smaller than 11 points for narrative sections but may be reduced for captions, footnotes, etc. while maintaining legibility.

• Non-conforming submissions may be removed from consideration at the sole discretion of the City of Gretna.

• Submittals are due no later than 10 A.M. December 18th, 2026 (see page 2 for details)

Qualifications Submittals must include the following information:

1. Name of lead firm and any sub-consultants, include if DBE and under which certification program.

2. Point of contact (name, title, phone number, mailing address, and email address) at lead firm.

3. Executive Summary demonstrating the consultant's understanding of the project.

4. Qualifications and technical competence of consultant/or sub-consultants in the type of work required.

5. Description of experience on similar projects including a list of at least 3 references within the past 5 years, with current contact information.

6. Listing of key project personnel and a summary of their qualifications (resumes not necessary).

7. A detailed description of the technical approach proposed for accomplishment of the work,

[7] If intersections identified for demonstration activities are on state routes, the city will coordinate with the Louisiana Department of Transportation and Development (LADOTD) prior to installation.

8. A timeline detailing the order and duration of listed tasks and the project (simple bar chart style schedule preferred), as well as which tasks will be completed by the lead consultant, subcontractors (if any), the City of Gretna, and/or other stakeholders.

9. Statement of compliance with all federal and state laws and local ordinances and acceptance of required clauses in contract, if awarded. Attached to the RFQ are the Terms & Conditions of the funding, for which the consultant team is responsible for ensuring compliance.

Submittals to be in effect - Each submittal shall state that it is valid for a period of not less than 90 days from the date of receipt. Selection is also dependent upon the negotiation of a mutually acceptable contract and fee with the chosen firm.

Late responses - RFQ responses arriving late or not meeting these minimum requirements may be disqualified.

Review - Review and assessment of submittals will be conducted by a committee consisting of the City of Gretna staff and officials. The review will be based on the following evaluation criteria, with total points possible of 100 and individual criteria points shown in parentheses:

Evaluation Criteria:

1. Qualifications and relevant experience of firm and key team members in providing similar services and projects, with preference for a certified planner (AICP) as Project Manager (30 points)

2. Capacity for timely completion of the work, taking into consideration the teams projected workload and the location of the principal office and proposed Project Manager, with preference being given to persons or firms with offices located within a 50-mile radius of Gretna (20 points)

3. Proposed technical approach, work plan and schedule (30 points)

4. Innovative and measurable approaches to planning, outreach and public engagement (20 points)

The selection committee is responsible for making recommendations based on the above evaluation criteria. The committee will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each submittal. The City of Gretna reserves the right to obtain clarification or additional information from any firm regarding its submittal.

The City of Gretna reserves the sole right to select the most qualified consultant(s) based on the best overall submittal that are most advantageous to the Commission. Final approval of any selected firm is subject to the approval of the City of Gretna Council. Firms that submit qualifications will be notified of the selection results following Council award (anticipated at the January 13th City Council Meeting)

Anticipated Selection and Project Schedule

- RFQ released: November 18th, 2026
- Questions due: December 4th, 2026
- Answers to questions posted: December 11th, 2026
- Qualifications due: December 18th, 2026
- Anticipated Council Award: January 13th, 2026
- Contract Execution: February 1st, 2026
- Project Kick off: February 17th, 2026
- Draft Action Plan: September 2027
- Final Action Plan: January 2028
- City Council Action Plan Adoption: February 2028

Additional Information:

Addenda - If it becomes necessary to revise any part of these instructions, a supplement will be posted on city website and www.publicpurchase.com. Respondents are free to amend or replace an already-submitted qualifications package until the RFQ submission deadline.

Rejection rights – The City of Gretna retains the right to reject all submittals and to re-solicit if deemed to be in the best interest to do so.

Cost of submittal preparation - No reimbursement will be made for any costs incurred for the preparation of a submittal or during the selection process.

Inquiries - Questions may only be submitted in writing and sent to Amelia Pellegrin, at apellegrin@gretnala.com. All questions submitted and responses will be made publicly available at www.publicpurchase.com. The identity of persons submitting questions will not be posted.

If submitting to the Mayor's Office, submittals shall include one original and five copies as well as an electronic copy.

CITY OF GRETNA

Vendor Insurance Requirements

I. Worker's Compensation	Statutory Limits	
II. Employer's Liability	$500,000	Each Accident
	$500,000	Disease - Policy
	$500,000	Disease - Each Employee
III. Commercial General Liability	$1,000,000	Combined Single Limit Bodily Injury & Property Damage Each Occurrence
	$1,000,000	Products & Completed Operations - Each Occurrence
	$2,000,000	General Aggregate
IV. Automobile Liability	$1,000,000	Combined Single Limit Bodily Injury & Property Damage
	Statutory Limits	Uninsured/Underinsured Motorists
V. Umbrella Liability	$1,000,000	Each Occurrence

A Certificate of Insurance must be issued to the City of Gretna evidencing the limits outlined above. The Certificate shall name the City of Gretna as Certificate Holder and Additional Insured, as respects General Liability, Automobile Liability, and Umbrella Liability coverages. Any contractors, sub-contractors, or sub-sub-contractors should also have the same limits and name the City of Gretna as Certificate Holder and Additional Insured.

Submittal Document Check List

- ☐ Qualifications Narrative (15 page limit not including required forms)

- ☐ Attachment A
  - Signed Instructions for Submittals

- ☐ Attachment B
  - Affidavit

- ☐ Attachment C
  - Corporate Resolution

Attachment A

Instructions for Submittals

Sealed submittals will be received by the City of Gretna in the Mayor's Office at Second Street and Huey P. Long Ave, Gretna, Louisiana or electronically through website www.publicpurchase.com **until 10:00 A.M. on Wednesday, November 18th, 2026.**

If submitting to the Mayor's Office, submittals shall include one original and five copies as well as an electronic copy.

No proposal may be withdrawn after the hour set for opening unless and until award of the proposal has been delayed for a period exceeding 30 days.

Submittals must be addressed to the City of Gretna, Mayor's Office, 740 2nd Street, Gretna, LA 70053 and must be clearly identified as to Name of Proposal, Date and Time submittal deadline, or be submitted electronically through the website www.publicpurchase.com. Any submittal received after the time and date set for filing shall be returned to the proposer unopened.

The forms furnished as a part of the specifications must be used for filing of the proposal. They must be signed by the proposer and must not be detached from the specifications of which they form a part.

The proposer shall be solely responsible for the timely furnishing of submittals. In order to guarantee the timely furnishing of submittals, the submittal should be returned by certified or registered mail or hand delivered to the Office of the Mayor of the City of Gretna.

Only submittal written in ink or typed, and properly signed by a member of the firm or authorized representative will be accepted. Pencil figures or the absence of signatures will disqualify the submittal.

All submittals are to be submitted to the City of Gretna, together with such information as is required herein. Each proposal must be accompanied by a signed and notarized non-collusion affidavit and a corporate resolution if a corporation.

The City of Gretna, in making its award, will consider the all-around utility as well as the price and will not necessarily accept the lowest priced item offered. The City of Gretna reserves the right to reject any and/or all submittals and to waive any informalities.

The City of Gretna reserves the right to reject any and/or all submittals which in its opinion is not in accordance with the terms and conditions of these specifications and its decision shall be final and conclusive.

The undersigned proposer hereby certifies they have read the advertisement, instructions, and all specifications for the proposal, and in case they are selected and awarded the privilege and right herein contemplated, will proceed to do all things within the proposal presented to the City of Gretna. Proposer further certifies they understand and accept the fact that all proposals are to be received in the Mayor's Office, Gretna City Hall, 740 Second Street, Gretna, Louisiana 70053 or electronically through the website www.publicpurchase.com.

COMPANY NAME

COMPANY ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

TITLE

DATE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEBSITE

Attachment B

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED _____OF_____ (HEREIN AFTER REFERRED TO AS PROPOSER) THE PARTY WHO SUBMITTED A PROPOSAL FOR _____ WHICH PROPOSAL WAS RECEIVED BY THE CITY OF GRETNA ON _____ AND SAID AFFIANT FURTHER SAID:

(1) THAT PROPOSER EMPLOYED NO PERSON, CORPORATION, FIRM, ASSOCIATION, OR OTHER ORGANIZATION, EITHER DIRECTLY OR INDIRECTLY, TO SECURE THE PUBLIC CONTRACT UNDER WHICH HE RECEIVED PAYMENT, OTHER THAN PERSONS REGULARLY EMPLOYED BY THE PROPOSER WHOSE SERVICES IN CONNECTION WITH THE PROJECT OR IN SECURING THE PUBLIC CONTRACT WERE IN THE REGULAR COURSE OF THEIR DUTIES FOR PROPOSER; AND

(2) THAT NO PART OF THE CONTRACT PRICE RECEIVED BY PROPOSER WAS PAID OR WILL BE PAID TO ANY PERSON, CORPORATION, FIRM, ASSOCIATION, OR OTHER ORGANIZATION FOR SOLICITING THE CONTRACT, OTHER THAN THE PAYMENT OF THEIR NORMAL COMPENSATION TO PERSONS REGULARLY EMPLOYED BY THE PROPOSER WHOSE SERVICES IN CONNECTION WITH THE CONSTRUCTION OF THE PUBLIC BUILDING OR PROJECT WERE IN THE REGULAR COURSE OF THEIR DUTIES FOR PROPOSER.

(3) SAID PROPOSAL IS GENUINE AND THE PROPOSER HAS NOT COLLUDED, CONSPIRED OR AGREED DIRECTLY OR INDIRECTLY WITH ANY OTHER PROPOSER TO OFFER A SHAM OR COLLUSIVE PROPOSAL.

(4) SAID PROPOSER HAS NOT IN ANY MANNER DIRECTLY OR INDIRECTLY AGREED WITH ANY OTHER PERSON TO FIX THE PROPOSAL PRICE OF AFFIANT OR ANY OTHER PROPOSER, OR TO FIX ANY OVERHEAD PROFIT OR COST ELEMENT OF SAID PROPOSAL PRICE, OR THAT OF ANY OTHER

PROPOSER, OR TO INDUCE ANY OTHER PERSON TO REFRAIN FROM PROPOSING.

(5) SAID PROPOSAL IS NOT INTENDED TO SECURE AN UNFAIR ADVANTAGE OR BENEFIT FROM THE CITY OF GRETNA OR IN FAVOR OF ANY PERSON INTERESTED IN THE PROPOSED CONTRACT.

(6) ALL STATEMENTS CONTAINED IN SAID PROPOSAL ARE TRUE AND CORRECT.

(7) NEITHER AFFIANT NOR ANY MEMBER OF HIS COMPANY HAS DIVULGED INFORMATION REGARDING SAID PROPOSAL OR ANY DATA RELATIVE THERETO TO ANY OTHER PERSON, FIRM OR CORPORATION.

(8) SAID PROPOSER DOES NOT OWN A SUBSTANTIAL FINANCIAL INTEREST IN ANY FIRM FURNISHING MATERIALS FOR THE PROPOSAL PROJECT.

_____

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____

DAY OF _____, 2026.

_____

NOTARY PUBLIC

CORPORATE RESOLUTION

EXCERPT FROM THE MEETING MINUTES OF THE BOARD OF DIRECTORS OF _____ INC. AT THE MEETING OF DIRECTORS OF _____, DULY NOTICED AND HELD ON _____, 20____, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED, IT WAS RESOLVED, THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, PROPOSALDING CONCERNS AND TRANSACTIONS WITH THE CITY OF GRETNA OR ANY OF ITS AGENCIES, DEPARTMENT, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACT AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY THE SAID AGENT AND ATTORNEY-AT-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN EVOKED OR RESCINDED.

_____
SECRETARY-TREASURER

_____
DATE

APPROVED:

_____
PRESIDENT

ATTACHMENT D

Scope of Work
Gretna Safe Streets for All (SS4A) Action Plan

Introduction and Context

The City of Gretna is in South Louisiana on the west bank of the Mississippi River across the river from New Orleans. Recognized as a historic port and railroad town, Gretna serves as the Parish seat of Jefferson Parish and has a diverse mix of industries with a disproportionately vulnerable population of 17,000.[1] The city's leadership is committed to transportation safety and addressing neighborhood connectivity and health issues resulting from legacy transportation infrastructure.[2] As referenced in the Gretna Comprehensive Plan, their intent is to provide a well-connected and safe transportation network for all users by:

> "…improve(ing) existing infrastructure, enhance commercial corridors, and promote walkable and bikeable neighborhoods. The new connections should link our parks, diverse communities, and commercial centers…"[3]

The city's two most significant corridors, US 90 and Belle Chasse Hwy/SH 23 split the community in two and are recognized as barriers presenting mobility and connectivity challenges. Additionally, the city has a freight rail alignment with extensive "street running" segments that run through its downtown and historic residential neighborhoods, contributing to one of the country's highest concentrations of unprotected at-grade crossings.

The development of an Action Plan is a critical implementation tool necessary to address existing connectivity, mobility, and safety challenges. It will include the identification of up to six locations for demonstration activities in Phase 2 of the grant program – design and construction of the demonstration projects will be bid separately from this request for proposals.

DEMONSTRATION ACTIVITY[4]

60 percent of the crashes from 2017 to 2021 were intersection related.[5] Intersection-related crashes have been a recurring trend in the city. Preliminary analysis indicates that crashes were due to visibility constraints and involved pedestrians. Crosswalk visibility enhancements are low-cost, high-impact countermeasures to address both crash factors. These include additional signage such as "YIELD Here to Pedestrians" placed in the crosswalk on the centerline with complimenting pedestrian crossing signs on the side of the roadway directly adjacent to the crosswalk supported by high-visibility crosswalks.[6] Following outreach during the Action Plan public engagement, and in

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[2] See *Attachment 2 – Leadership Commitments and Letters of Support*

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[6] Studies show these low-cost, high-impact crosswalk visibility enhancements can reduce crashes by 23-48% (https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/techSheet_VizEnhancemt2018.pdf)

coordination with the Planning and Public Works Department, the City of Gretna anticipates installing temporarily signage and high-visibility crosswalks (where currently lacking), at six intersections with high pedestrian counts.[7] This pilot project is intended to test the following before and after implementation: 1) drivers yielding to pedestrians; 2) number of crashes; 3) public input in the form of surveys, community meetings, and key stakeholder interviews. Field observations will be conducted during AM and PM peak periods to assess pedestrian and driver behavior before and after the temporary installations.

Study Purpose

The purpose of the study is to create a plan that will significantly reduce traffic related fatalities and serious injuries within the City of Gretna. The plan will utilize an analysis of crash data on all roads, equity data, and thorough stakeholder outreach to identify behavior change, policy based, and infrastructure solutions. The purpose includes the use of proven safety countermeasures, public health modalities, and innovative strategies for future implementation. The completed action plan shall enable the city and other partners to pursue available funding sources including the HSIP program, SS4A implementation grants, and other eligible funding programs.

[7] If intersections identified for demonstration activities are on state routes, the city will coordinate with the Louisiana Department of Transportation and Development (LADOTD) prior to installation.

Task 1: Project Management and Grant Compliance

1A: Project Management Committee

The consultant will assist the city in establishing and supporting a Project Management Committee (PMC) to guide the technical work effort and to review the consultants' work products. It is anticipated that the PMC will meet up to 6 times during the study or as deemed appropriate by the PMC. The meetings will be conducted in-person or a virtual setting at the sole discretion of the city.

The city project manager will work with the consultant to develop additional representative stakeholders to inform the PMC make up. The PMC shall also identify local stakeholders and state transportation policy makers to optimize community outreach which will help inform the plan. The consultant will assist in stakeholder participation and inter and intragovernmental cooperation and collaboration.

1A: Deliverables: Task products will include meeting agendas, handouts, presentations, summary minutes and support graphics. A report of the meeting activities and outcome, with an original copy of the sign-in list, will be made available to the city within 10 days of all PMC, stakeholder and community meetings.

1B: Project Timeline and Kickoff

The consultant will prepare a draft project schedule including major milestones as reflected in the scope of work, such as PMC meetings, public engagement plan, draft reviews, and final report submission. The Timeline will be submitted at the project kick-off meeting. The project kick-off meeting shall include the consultant, all sub-consultants, the Mayor, the city Project Manager and other parties as deemed necessary by the city and PMC. The kick-off meeting will be organized by the consultant and take place within two weeks of the Notice to Proceed.

1B: Deliverables: Task product will include a detailed project schedule with timeline and major milestones.

1C: The consultant will prepare required quarterly and annual grant compliance reports for City review and submittal, and ensure all planning activities in this scope of work with the Grant Agreement and Terms and Conditions in Attachments E and F respectively. This may include response to funding agency questions and preparation of documents for audit. All project files will be maintained by the consultant in an orderly fashion for auditing and record keeping purposes in accordance with the grant terms and conditions.

1C: Deliverables: Draft grant reports for city review, complete project file for auditing and record keeping purposes.

Task 2: Review of Existing Plans, Policies, and Projects

The consultant will undertake a review of all relevant studies and policies that will assist in the development of the safety action plan. These documents can include but are not limited to feasibility studies, parish and city master plans, ADA transition plans, bicycle and pedestrian plans, Local Road Safety Plans, policies such as complete street and cell phone policies, local ordinances such as speed limit changes, and other behavioral policies and programs meant to curb traffic

crashes. The review should culminate in a report which documents past relevant planning work and identifies potential deficiencies. This document shall be included in the final report.

Task 2 Deliverables: The creation of a summary report which documents all relevant studies that support the goal of improving safety and identifies deficiencies which could be addressed within the SS4A action plan. This document shall be included in the deliverable for the draft final and final report.

Task 3: Existing Conditions

3A: Demographic Profiles

Consultant will generate and evaluate geographic demographic data in spreadsheet and geospatial formats, including measures identifying socio-economically distressed neighborhoods. The consultant will work with the City's project manager and GIS manager to further refine the demographic analysis.

3B: Land Use

The relationship between land use and the transportation network is vital to the creation of safer transportation network. The consultant will identify land use patterns and the relationships to crash data/contributing factors to improve transportation safety outcomes and propose targeted interventions and improvements.

3C: Transportation Network

The city will provide the consultant with geospatial data on the motorized and non- motorized transportation networks within the study area, including but not limited to roadways by functional classification, ownership, and existing and planned bicycle and pedestrian facilities by type. The consultant shall review available traffic and roadway data within the study area and describe how these data are to be used in the development of the plan.

3D. Crash Data Review

The consultant will gather with the most up to date crash data tied to the roadway network. The consultant shall perform crash data analysis and include the following as minimum requirements:

- An analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries.
- Analysis of the location where there are crashes, the severity, as well as the contributing factors and crash types.
- Analysis of systemic and specific safety needs (e.g. high-risk road features, specific safety needs of relevant road users)
- A geospatial identification (geographic or location data using maps) of higher risk locations (high injury network).
- Any other additional analysis which could include but not limited to reviewing specific crash report narratives to inform innovative safety countermeasures and solutions, including reviewing any near miss data available.
- Review of LADOTD safety reporting such as the HPSI list, LADOTD Roadway Departure Implementation Plan, and the Louisiana Pedestrian Crash Study.

Task 3 Deliverables: Task products will include a narrative report that describes existing conditions within the study area, accompanied by graphics and maps, and descriptions of how these data inform the Safe Streets for All Plan. All GIS data will be provided to the city for incorporation into the city's GIS. The report will be included in the deliverable for the draft final report and final report. The consultant will utilize the city's citations for all data sources.

Task 4: Vision, Goals, and Strategy Development

The consultant will work with the PMC to develop.

- A vision statement for the Gretna SS4A Action Plan
- A clear, concise set of goals to be advanced through the plan
- Specific strategies for advancing the plan; incorporating infrastructure, public programs, and policies to advance traffic safety by parish?
- Appropriate performance targets and metrics by which progress towards the plan's goals can be measured over time.
- A method that prioritizes investments and initiatives with a quantifiable rubric.
- Recommendation for demonstration projects at 6 locations.

Task 4 Deliverables: Task products will include a narrative document describing the vision, goals, strategies, and performance targets for the city SS4A Action Plan, as agreed upon by the PMC. This document will serve as the introductory portion of the final report.

Task 5: Public Engagement Plan Development

The consultant will prepare a Public Engagement Plan (PEP) that includes innovative techniques to promote and encourage inclusion of all residents and stakeholders, in compliance with the city's Language Access Plan and accessibility policies. The PEP will be informed by the demographic, economic, public health research, and crash data. The PEP will identify the number and type of meetings in each neighborhood or as combined groups, meeting location-virtual and or in person, schedule for meetings, the audience, goals/objectives of the meeting, talking points for consistent messaging, communication and feedback methods, how the feedback will be recorded and evaluated, and the appropriate type of meeting material. The PEP will be reviewed and approved by

the PMC. Once the PEP has been approved by the PMC, the consultant will update the project timeline to reflect the number of proposed meetings and other outreach activities. Participatory mapping and other online public outreach tools should be explored and included in the PEP.

Task 5 Deliverables: The consultant will develop the Public Engagement Plan. The consultant will create meetings, events, materials, surveys and other engagement tools as specified in the PEP, create summary minutes, and note action items and findings from each meeting and or strategy for engaging the public. The consultant will provide the necessary materials as outlined within the PEP and a summary report of all public engagement and public input results.

Task 6: Plan Development

6A: Proposed Safety Improvements

The consultant will propose safety improvements based on the identified existing conditions, crash data analysis, and findings from the PEP process. The plan should involve the following items and methodologies.

- Utilize the equity analysis for program and project selection
- Analysis of systemic and specific safety needs
- Utilization of the USDOT *Safe Systems Approach.* The Safe System Approach incorporates the following principles, death and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is share, safety is proactive, and redundancy is crucial.
- Incorporate innovative strategies for effective outreach, planning and implementation
- Propose policy improvements at local, parish, and state levels
- Propose additional traffic safety programming such as prevention programs, education, and enforcement
- High level description of proposed projects and strategies
- Geolocation and mapping of proposed infrastructure projects
- Recommendation for demonstration projects at six locations – ideally to be completed during the planning process for evaluation and inclusion in project recommendations

Task 6A Deliverables: The consultant will develop a narrative report that breaks down by parish and by municipality as justified within the planning process, the items listed above and be included in the draft final report and final report.

6B: Prioritization of Projects and Programs

Utilizing a data and stakeholder driven approach, the consultant shall develop a prioritization of projects and programs inclusive of both infrastructure and behavior change projects and programs utilizing the developed criteria. This task will act as the justification for the proposed program of projects.

- Establish the criteria used for prioritization. Prioritization of projects will work toward a 40% goal to benefit low income and underserved communities, consistent with USDOT's Justice40 Initiative.
- The consultant shall list specific infrastructure and behavioral projects and determine their overall impact, feasibility, urgency, and time frame.

Task 6B Deliverable: A memo to the PMC describing a methodology for the prioritization of the proposed programs and projects utilizing the three required elements listed above. The deliverable shall be included in the draft final report and the final report.

6C: Program of Projects

Based on the goal identification and analysis conducted in previous tasks, the consultant will provide the PMC with a prioritized list of both long- and short-term improvements for both infrastructure and behavior change projects. The program shall provide an estimated cost, timeline, and potential funding sources. A program of projects shall be developed for each parish inclusive of incorporated and unincorporated areas. Where appropriate identify programs and projects that are relevant to all parishes within the region. Each program should be split into two sections, infrastructure related projects, and behavioral related projects.

Task 6C Deliverables: The consultant will be responsible for developing a matrix that will enable the prioritization of projects based on eligible funding sources. The matrix will take into consideration various factors, such as the funding source's availability, amount, and timeline. The matrix should be split into infrastructure projects and behavioral countermeasures. Matrices should be developed for all three parishes and reflect incorporated and unincorporated areas' projects. Where applicable multi-parish programs and projects should be identified within the matrix. The matrices shall be included in the draft final report and the final report.

6D: Demonstration Activity Identification and NEPA Review

The city's grant also includes Demonstration Activities, the second Phase of the grant (demonstration activities) not obligated at this time. Consultant will assist with grant amendment paperwork for Phase 2, preliminary design and NEPA clearances. Locations for demonstration activities will be selected using existing conditions data, public engagement, and city and police input. Consultant will provide a menu of potential temporary interventions and recommendations for each location. Once selected, consultant will provide documentation for NEPA review and clearances (anticipated to be categorical exclusions at this time).

Demonstration activities are currently considered a second phase of the grant per the city's Grant Agreement (Attachment E) but should be identified and proposed in the SS4A Action Plan, and ideally installed and monitored during the planning process. The city is working to amend the Grant Agreement to allow for those activities to be implemented during the planning process, to gather data and feedback during the planning phase to include recommendations for further action in the SS4A Action Plan.

Task 6D Deliverables: Identification of potential locations for demonstration activities, a matrix of potential temporary interventions, scored recommendations and rubric. NEPA clearance documents and response to any regulatory questions. Following NEPA clearance, grant amendment documentation for Phase 2 which will include installation and monitoring.

Task 7: Policy Recommendations

The consultant will develop a compendium of model ordinances and/or policies that through adoption by the parish or city could advance the goals of the safety action plan as well as comply with the Louisiana DOTD complete streets policy requirement. These may include land-use planning policies that promote active transportation friendly development, traffic safety policies (such as reducing speeds or installing traffic calming measures at designated locations), emerging technology

policies regarding e-bikes and self-driving cars for example, and other public health focused ordinances.

Task 7 Deliverables: A set of context appropriate model ordinances and policies that support the goals of the Gretna SS4A Action Plan.

Task 8: Monitoring and Evaluation

The consultant shall develop a methodology that will allow the city to measure progress overtime and will define potential outcome measures to be tracked.

Task 8 Deliverables: The consultant will produce a methodology and template that enables the city to monitor and evaluate the progression of the SS4A Action Plan through implementation.

Task 9: Draft and Final Deliverables

All deliverables should be aggregated into a Gretna SS4A Action Plan document for review by the PMC before the project has been billed at 85%. The PMC and city staff may recommend changes be addressed before a final plan is approved. The consultant will provide 20 hard copies of the final plan including appendices as well as a digital copy on a USB drive with all accompanying data.

Draft and Final Plan deliverables shall include a highly visual Executive Summary using graphic design to communicate the key components and recommendations of the Gretna SS4A Action Plan.

Schedule and Budget

Timeline for this Scope of Work will be no more than 12 months from start of contract. The fee and schedule will be negotiated following selection of the consultant. Note: Grant period expires in August 2028 but must also include the Demonstration Activities. The second Phase of the grant (demonstration activities) not yet obligated at this time. Consultant will assist with grant amendment paperwork for Phase 2, preliminary design and NEPA clearances (see Task 6D). Installation/construction work for Demonstration Activities (to be determined) will be procured separately in accordance with City, State and Federal laws.

1. **Federal Award No.**
693JJ32440273

2. **Effective Date**
See No. 16 Below

3. **Assistance Listings No.**
20.939

4. **Award To**
City of Gretna
740 2nd Street
Gretna, LA 70053
Unique Entity Id.: D9VHCGAVFEK9
TIN No.: 72-6000499

5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. **Period of Performance**
Effective Date of Award -
48 Months from the effective date of this agreement.

7. **Total Amount**

Federal Share:	$352,000
Recipient Share:	$88,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$440,000

8. **Type of Agreement**
Grant

9. **Authority**
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")

10. **Procurement Request No.**
HSA240538PR

11. **Federal Funds Obligated**
Base Phase: Action Plan and Pre-NEPA - $300,000

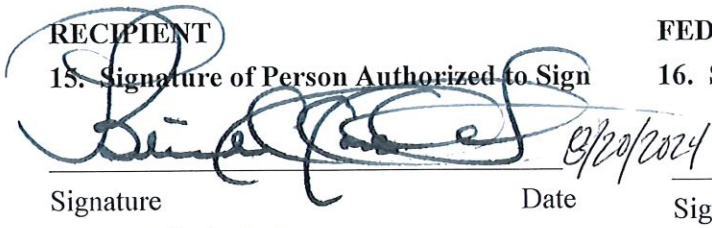
12. **Submit Payment Requests To**
See Article 5.

13. **Accounting and Appropriations Data**
15X0174E50.0000.055SR30500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000

14. **Description of the Project**
The City of Gretna will develop a city-wide Safe Streets and Roads for All Action Plan and implement a demonstration project. The City of Gretna anticipates installing temporary signage and high-visibility crosswalks (where currently lacking), at six intersections with high pedestrian counts.

RECIPIENT

15. Signature of Person Authorized to Sign



8/20/2024

Signature Date

Name: Belinda C. Constant

Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date

Name: Daniel Confer

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 Gretna (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Gretna Safe Streets and Roads For All project.

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: Gretna Safe Streets and Roads For All

Application Date: July 10, 2023

2.2 Award Amount.

SS4A Grant Amount: $352,000

2.3 Federal Obligation Information.

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Base Phase: Action Plan and Pre-NEPA	$300,000	

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 1: Demonstration Project Final Design	$4,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 2: Demonstration Project Construction	$48,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: September 1, 2024 through September 30,2028

Phase 1 Budget Period: [reserved]

Option Phase 2 Budget Period: [reserved]

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 Gretna will develop an Action Plan as a critical implementation tool necessary to address existing connectivity, mobility, and safety challenges.

Following outreach during the Action Plan public engagement, and in coordination with the Planning and Public Works Department, the City of Gretna anticipates installing temporarily signage and high-visibility crosswalks (where currently lacking), at six intersections with high pedestrian counts.1 This pilot project is intended to test the following before and after implementation: 1) drivers yielding to pedestrians; 2) number of crashes; 3) public input in the form of surveys, community meetings, and key stakeholder interviews. Field observations will be conducted during AM and PM peak periods to assess pedestrian and driver behavior before and after the temporary installations.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	October 2025
Planned Draft Plan Completion Date:	March 2026
Planned Final Plan Completion Date:	August 2026
Planned Final Plan Adoption Date:	September 2026
Planned SS4A Final Report Date:	January 2027

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	October 2025
Planned Construction Start Date:	January 2026

[1] If intersections identified for demonstration activities are on state routes, the city will coordinate with the Louisiana Department of Transportation and Development (LADOTD) prior to installation.

Planned Evaluation Period End Date:	February 2026
Planned SS4A Final Report Date:	January 2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$352,000
Other Federal Funds:	
State Funds:	
Local Funds:	$88,000
In-Kind Match:	
Other Funds:	
Total Eligible Project Cost:	$440,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	380,000		**380,000**
Construction	10,000		**10,000**
Miscellaneous (Supplies)	50,000		**50,000**
Project Total	**440,000**		**440,000**

(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).

Amelia Pellegrin, AICP
Director of Planning and City Development
City of Gretna
740 2nd Street
504-363-1568 Direct. 504-330-4580 Cell.
apellegrin@gretnala.com

4.2 Recipient Key Personnel.

Name	Title or Position
Amelia Pellegrin	Director of Planning and City Development
Belinda C. Constant	Mayor
Qudsiyyah Noorulhaqq	City Planner
Amie Hebert	Director of Parks and Parkways
Raylyn Stevens	Chief Financial Officer

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

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

and

Division Administrator – Louisiana
Agreement Officer's Representative (AOR)
5304 Flanders Dr. STE A
225-757-7600
Louisiana.FHWA@dot.gov

and

Nikita C Poche
Louisiana Division Office Lead Point of Contact
Discretionary Grants/LPA Manager
5304 Flanders Dr. STE A
225-757-7617
Nikita.poche@dot.gov

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 Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

6.6 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.7 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Gretna

Baseline Measurement Date: September 2025

Baseline Report Date: November 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity [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

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs [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
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [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: No change from application.

Schedule: The schedule has been updated to reflect the date of expected award agreement execution, a realistic timeline to competitively procure outside consulting services, and the consideration of hurricane season in timing of the demonstration project implementation.

Budget: N/A No change from application.

Fund Source	Application		Section 3.3	
	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

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. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	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. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	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. *(Identify the relevant investments in the supporting narrative below.)*
	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. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	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.
X	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.
	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.

This project is a safety action plan with a demonstration project to improve safety at high risk intersections. Racial equity and reducing barriers to opportunity will be considered in the planning process and will be documented in the plan.

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. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	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. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*
	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. *(Describe how in the supporting narrative below.)*

	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	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.
	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.

This project is a safety action plan with a demonstration project to improve safety at high risk intersections. Climate change and environmental justice impacts of safety measures will be a consideration in the planning process and will be documented in the plan.

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. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	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. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	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. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	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. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*

	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: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; 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; 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; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	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. *(Describe those actions in the supporting narrative below.)*
x	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.
	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.

2. Supporting Narrative.

This will be a consideration in the safety action planning process, will be documented in the plan, and will be considered to the extent possible given state procurement law and City policies during procurement of services, supplies and construction. Davis-Bacon Act for construction-related jobs will be applied to the project as well as Buy American for supplies and equipment, as applicable. The City of Gretna will also work with the selected consultant team to include strategies to enhance workforce development in the completion of the Action Plan and demonstration activities.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

Not Applicable.

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
Revised: October 1, 2024
Revised: March 17, 2025
Revised: November 4, 2025

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GENERAL TERMS AND CONDITIONS

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

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

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

ARTICLE 7
PURPOSE

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

(1) timely completing the Project; and

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

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

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

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

8.2 USDOT Program Contact.

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

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

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

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

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

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

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

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

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

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

10.2 Federal Obligations.

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

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

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

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

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

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

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

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

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

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

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

(i) Reserved.

(j) The Recipient acknowledges that:

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

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

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

10.3 Budget Period

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

10.4 Period of Performance.

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

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

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6. (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

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 Standards for Administrative Collection of Claims (31 C.F.R. part 901).

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

ARTICLE 12
GENERAL REPORTING TERMS

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

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

12.3 Paperwork Reduction Act Notice.

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

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

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

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

ARTICLE 14
PERFORMANCE REPORTING

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

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

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

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

(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; and

(3) [RESERVED]

(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 Standards for Administrative Collection of Claims (31 C.F.R. part 901).

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(e).

(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. 200.302–200.307, 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), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "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" means articles, materials, or supplies —that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

(1) The listed Items are:

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

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"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.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"Manufactured products" means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content 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 forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Project" means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

"Section 70917(c) materials" cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

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 including any amendments thereto.

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 Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

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

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

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

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

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

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

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

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

19.8 Information Supporting Expenditures

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

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

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

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

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

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

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

ARTICLE 21
AGREEMENT MODIFICATIONS

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

21.2 Unilateral Contact Modifications.

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

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

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

ARTICLE 22
[RESERVED]

ARTICLE 23
[RESERVED]

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) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) 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 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 part 175: Award Term for 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, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

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. 200.310–200.316 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 Attachment D is not required for certain Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	[RESERVED]
Attachment D	[RESERVED]
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 November 4, 2025 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 1–2830, then the provision in articles 1–2830 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 IIJA 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.