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**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE CITY OF LAUREL  
AND  
NEEL-SCHAFER, INC.**

This **AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF LAUREL**, located at 401 North 5<sup>th</sup> Ave, Laurel, MS 39440, after this called “**CITY**”, and **NEEL-SCHAFER, INC.**, having its corporate headquarters at 4450 Old Canton Road, Suite 100, Jackson, Mississippi, 39211, after this called the “**CONSULTANT**”.

**I. DESCRIPTION OF SERVICES**

The **CITY** intends to engage the **CONSULTANT** to provide technical and professional services as described in the scope of services which is attached to this **AGREEMENT** as **Exhibit A – “Scope of Services and Schedule”**. The **CONSULTANT** shall perform these services as directed by the **CITY**.

**II. ADDITIONAL SERVICES**

**CONSULTANT** will provide services in accordance with **Exhibit C – “Neel-Schaffer’s General Terms and Conditions”** and **Exhibit D – “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 Safe Streets and Roads for All Grant Program”** which are attached to and made a part of this **AGREEMENT**. Performance of Additional Services and employment of independent professional associates and engineers by the **CONSULTANT** will require prior written authorization from the **CITY**.

**III. PERIOD OF PERFORMANCE**

The **CONSULTANT** will commence work on the services referred to in **Exhibit C – “Scope of Services and Schedule”** upon execution of this contract by both parties. Work shall conclude upon completion of **Exhibit C– “Scope of Services and Schedule”** no later than October 31, 2025.

**IV. PAYMENT FOR SERVICES**

The **CONSULTANT** proposes to complete these services for a fee of **\$150,000.00** in accordance with the attached **Exhibit B – “Fee Proposal”**. The **CONSULTANT** shall invoice the **CITY**, not more than monthly, as costs are incurred, and the **CITY** agrees to pay the amount shown on each invoice within 30 days of receipt of the invoice from the **CONSULTANT**. The **CONSULTANT** agrees to provide the **CITY** with sufficient supporting documentation with each invoice in order for the **CITY** to successfully submit requests for reimbursement to the U.S. Department of Transportation for all expenses associated with this agreement which are funded through a 2023 Safe Streets and Roads for All Grant.

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**V. TERMINATION FOR CAUSE AND CONVENIENCE**

At any time for convenience, or if, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this **AGREEMENT**, this **AGREEMENT** may be terminated by giving thirty (30) days written notice to the other party of such termination. If this **AGREEMENT** is terminated by the **CITY** as provided herein, the **CONSULTANT** will be reimbursed equal to its contribution, less any costs actually incurred by the **CITY** that are directly attributable to the services covered by this **AGREEMENT**. If this **AGREEMENT** is terminated by the **CONSULTANT** as provided herein, the **CITY** will be reimbursed equal to its contribution, less any costs actually incurred by the **CONSULTANT** that are directly attributable to the services covered by this **AGREEMENT**.

**VI. CHANGES TO AGREEMENT**

This **AGREEMENT** and Exhibit A - "Scope of Services and Schedule", Exhibit B - "Fee Proposal", Exhibit C - "Neel-Schaffer's General Terms and Conditions", and Exhibit D - "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program" represent the complete **AGREEMENT** between the **CITY** and the **CONSULTANT** and may only be amended, supplemented, or modified with the approval of both parties. Such changes shall be incorporated in written amendments to this **AGREEMENT**.

**VII. ACCEPTANCE**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.


**CITY OF LAUREL**

**NEEL-SCHAFFER, INC.**

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\_\_\_\_\_

**ATTEST:**

**ATTEST**

**Date:** \_\_\_\_\_

**Date:** January 27, 2025

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
  - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
  - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

# Exhibit D

## **U.S. DEPARTMENT OF TRANSPORTATION**

### **EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM**

**June 13, 2024**

## **EXHIBIT A**

### **APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### **General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
  - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
  - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
  - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
  - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
  - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
  - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
  - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
  - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
  - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
  - nn. Wilderness Act – 16 U.S.C. 1131-1136
  - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
  - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
  - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
  - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
  - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad
- k. Executive Order 14025 – Worker Organizing and Empowerment
- l. Executive Order 14052 – Implementation of the Infrastructure Investment and Jobs Act

### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems



## **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

## **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

**Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B**  
**ADDITIONAL STANDARD TERMS**

**TERM B.1**  
**TITLE VI ASSURANCE**  
**(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities  
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

**TERM B.2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered



transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
  - (1) Certify whether the entity has a Tax Delinquency; and
  - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
  - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
  - (2) an entity provides an affirmative response to either certification in section 3; or
  - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
  - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
  - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
  - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
  - (1) require the SAM check in section 2;
  - (2) require the certifications in section 3;
  - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

## **TERM B.4**

### **RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable BIL or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D**  
**FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

|       |     |  |
|-------|-----|--|
| _____ | By: | _____  |
| Date  |     | Signature of Recipient’s Authorized Representative |
|       |     | <b>[insert name]</b>                               |
|       |     | _____  |
|       |     | Name   |
|       |     | <b>[insert title]</b>                              |
|       |     | _____  |
|       |     | Title  |



The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

|       |  |
|-------|--|
| _____ | By: _____                                      |
| Date  | Signature of USDOT's Authorized Representative |
|       | <b>[insert name]</b>                           |
|       | _____  |
|       | Name   |
|       | <b>[insert title]</b>                          |
|       | _____  |
|       | Title  |

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

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## Exhibit A

### Safety Action Plan for Laurel

#### Scope of Services and Schedule

Neel-Schaffer will develop a Safety Action Plan for the City of Laurel following the requirements found in the Safe Streets and Roads for All (SS4A) Grant Program through the US Department of Transportation. This plan will be used to prioritize safety improvements and justify investment decisions. It will also be used to communicate with stakeholders and access funding opportunities.

The comprehensive safety action plan will include the following key components:

- **Leadership commitment and goal setting** that includes a goal timeline for eliminating roadway fatalities and serious injuries.
- **Planning structure** through a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
- **Safety analysis** of the existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region.
- **Engagement and collaboration** with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
- **Equity** considerations developed through a plan using inclusive and representative processes.
- **Policy and process changes** that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
- **Strategy and project selections** that identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan.
- **Progress and transparency methods** that measure progress over time after an Action Plan is developed or updated, including outcome data.

#### Task 1: Project Management

NSI will ensure the submission of timely and high-quality deliverables. Following the Notice to Proceed, we will schedule a Kickoff meeting with the city staff to discuss project expectations, tasks, roles, and existing plans and data. We will then prepare a Project Management Plan (PMP) that details the Quality Assurance/Quality Control (QA/QC) process, responsibilities by task, and project schedule. This PMP will include a detailed work plan and will ensure that all task assignments are clearly defined and delivered on time. For continuous coordination, we will conduct monthly (or bi-weekly if needed) progress calls with the city staff for the duration of the project.

**Steering Committee:** NSI will coordinate with the city Project Manager or designee to form a steering committee. This committee will be charged with oversight of the Action Plan development, implementation, and monitoring. NSI will meet with the steering committee to present progress and seek input and approvals before presenting the recommendations in the public domain.

## Exhibit A

Additionally, we will prepare and present materials to the city to present progress as well as to get feedback and necessary approvals. Project progress reports will be submitted with monthly invoices. These reports will highlight recent progress and challenges. If warranted, schedules will be adjusted as needed to address any unusual circumstances in coordination with the city staff.

### Task 2: Public and Stakeholder Involvement

NSI will assist the city staff in conducting an inclusive and transparent planning process that ensures equity in outreach to identified disadvantaged communities. In our initial meeting with the city staff, we will take the following steps to make sure expectations are set and delivered:

- Meet with the city staff to determine their objectives and expectations for the effort
- Determine measurements of success, i.e., what does the assignment need to have achieved when completed?
- Provide a detailed Public Participation, Stakeholder Outreach, and Agency coordination process that satisfies the requirements and goals of the SS4A program to provide the maximum opportunity for the public to have input into all phases of the planning process.
- Determine an implementation schedule.
- Once the plan is approved, move forward with implementation.

#### Task 2.1 Outreach Plan, Process and Methodology (Community Engagement Plan)

NSI will work with the city staff to develop a Community Engagement Plan (CEP) that clearly articulates the types of outreach activities and marketing/communication strategies to be used for engaging the public and stakeholders throughout the planning process. It will include a schedule, defined roles and responsibilities, and performance measures and targets for outreach and communications. It will also identify key stakeholders and consultation activities, as required by federal regulation. The CEP will identify traditionally underrepresented populations and develop strategies to increase engagement in these communities.

#### Task 2.2 Stakeholder Outreach and Public Involvement

NSI will assist the city staff in conducting public and stakeholder outreach in two distinct phases: Listening and Learning and Reviewing the Draft Plan. During each phase of outreach, NSI will use online survey tools (MetroQuest), In-house tools, and Poll Everywhere, etc., to assist with this task.

The three phases are summarized as follows:

##### **PHASE 1: LISTENING AND LEARNING**

Introduce the planning process and seek input on the community's goals, needs, and priorities.

##### **PHASE 2: REVIEWING THE DRAFT PLAN**

Present an updated summary of findings and public input and seek input on the Draft Plan.

As with any engagement approach, involving residents from all walks of life and diverse backgrounds will be among our top priorities, and access and equity will remain top-of-mind throughout the development of the public engagement plan. We will work with the city staff and local partners to encourage public involvement that is representative of the study area and is both feasible and meaningful. We will remain

## Exhibit A

intentional about promoting participation opportunities that will engage not just likely stakeholder groups, but also stakeholders in marginalized and often under-represented communities.

Engagement strategies may include, but not be limited to the following:

- **Online Engagement (polls, surveys, information and idea sharing):** NSI will conduct online surveys using MetroQuest tool which it has used successfully in multiple regional plans.
- **Pop-Up Events:** NSI will coordinate with city staff to host pop-up events (2 events for each round of outreach) at locations strategically selected to reach “hard-to-reach” populations like people with lower incomes or limited access to the internet. These events will encourage people to participate in surveys and to learn about the plan.
- **Stakeholder Workshops and Interviews:** NSI will conduct up to four (4) virtual stakeholder workshops with live polling to get input on goals, strategies and priorities.

### Task 2.3 Trend Identification and Outreach Documentation

For each outreach phase, we will summarize public and stakeholder engagement, synthesizing trends and key takeaways. We will also monitor progress towards achieving outreach and diversity performance targets. As needed, additional outreach and marketing to underrepresented groups or communities will be conducted.

### Task 3: Develop Guiding Principles, Goals, Objectives and Performance Measures

Our approach to performance-based planning to improve safety for all users of the transportation system begins with crafting the regional vision based on community input followed by developing goals and objectives to reach that vision, setting quantifiable performance measures along with base line scenario and finally providing tools to estimate future performance based on a given investment strategy.

NSI will begin the establishment of Goals, Objectives, and Performance Measures by developing an overarching Vision Statement for the region with input received from the local public followed by the development of a set of goals and objectives that will be used as guidelines for the development and evaluation of alternatives for the Safety Action Plan. Goals and Objectives will cover all modes of transportation and will support city, state and national safety goals.

NSI will review current Safety Performance Measures Target Setting Process and develop a new safety target setting measures.

NSI will then work with the city staff to develop a commitment to include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

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

## Exhibit A

### Task 4: Safety Analysis and Existing Conditions Review

NSI will collect and review existing, programs, policies, and activities, and provide a summary of current efforts to address transportation safety – including strategies that the city and regional partners are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes.

**Review Current Plan:** NSI will obtain and review available local and statewide plans including Local Road Safety Plans, Regional Transportation Safety Plans, Regional Bicycle and Pedestrian Plan, studies, and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the study area.

After reviewing the existing plans and datasets, NSI will present the best analysis strategies and associated data requirements and gaps to the Transportation Safety Technical Advisors / Steering Committee.

#### Task 4.1: Crash Data Analysis

NSI's will collect the most recent 5-year crash history. NSI will then perform network screening to identify high crash locations. We will then determine over representation of specific crash types. The most likely contributing factors for the trends highlighted by the crash analysis will then be determined. NSI will then highlight regional trends over time, regional distribution of crashes including both the geographic location and roadway system characteristics, and prevalent crash types with a focus on those causing severe or fatal crashes including any data that connects these characteristics to agency policy and processes. From the results of the analyses, emphasis areas, high risk corridors, and high-risk intersections focused on fatal and severe crashes for all users will be identified.

Finally, the crash data and identified high risk emphasis areas will be compared to Environmental Justice Areas (EJ Areas).

### Task 5: Equity Analysis

The NSI Team will ensure that the Safety Plan is developed using inclusive and representative processes. The process begins with identifying under-served communities through data analysis and collaboration with community partners. Emphasis will be given to identify adverse safety impacts to the identified under-served communities and the develop projects/strategies that mitigate or eliminate those identified adverse safety impacts on all roadways regardless of ownership, particularly people walking and biking in those communities.

### Task 6: Policy and Process Changes

The NSI team will review policies and procedures within the study area related to transportation safety and make recommendations to improve those standards moving forward.

### Task 7: Strategy and Project Selections

NSI will then develop an implementation strategy for implementing the safety measures identified in Task 6. This will include the identification of potential priority projects that are applicable for future grant applications, changes to existing maintenance practices, and updates to regional standards to equitably improve safety across the region. All these measures will be focused around the 4-E's of traffic safety

## **Exhibit A**

(Engineering, Evaluation, Enforcement, and Education). In addition, they will utilize the safe system approach to consider safety measures from pre-crash to post-crash and will attempt to recognize the needs of all users of the multimodal transportation system. Quantifiable costs as well as a prioritization method with stakeholder input will be developed. In addition, each project will be labeled as short term, mid-term, or long term based on project readiness.

### **Task 8: Progress and Transparency**

NSI will develop a methodology to calculate the performance measures developed in Task 3 to track progress over time after the Safety Plan is developed. This is to ensure transparency is established with the public and other stakeholders. The methodology will be web based and will include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries.

### **Task 9: Comprehensive Safety Action Plan (CSAP) Report**

NSI will prepare a CSAP report that addresses all federal safety action plan requirements and incorporates public and stakeholder input. The CSAP will guide the city to develop and adopt policies and standards for improving transportation safety and reducing roadway fatalities and severe injuries on the regional transportation system.



City of Laurel Safety Action Plan  
EXHIBIT B - Staffhour Estimate

Jan-25

| Task  | Description   | Neel-Schaffer, Inc  |              |          |          |             |                  |           | Beyond Communication |                     |             |
|---|---|---------------------|--------------|----------|----------|-------------|------------------|-----------|----------------------|---------------------|-------------|
|   |   | Sr. Project Manager | Sr. Engineer | Engineer | Planner  | GIS Analyst | Graphic Designer | Total     | Project Manager      | Outreach Specialist | Total       |
| <b>1 Project Management</b>   |   |                     |              |          |          |             |                  |           |                      |                     |             |
|   | Kickoff Meeting   | 6                   |              |          | 4        |             |                  | 10        |                      |                     | 0           |
|   | Progress Meetings   | 8                   |              |          | 4        |             |                  | 12        |                      |                     | 0           |
|   | Project Coordination and Invoicing  | 6                   |              |          | 4        |             |                  | 10        |                      |                     | 0           |
|   | Prep and Conduct 3 Virtual Committee Meetings                             | 6                   | 6            | 4        | 4        |             |                  | 20        |                      |                     | 0           |
|   | Project Management (8 months)   | 16                  |              | 6        |          |             |                  | 22        |                      |                     | 0           |
|   | Documentation   | 2                   | 4            | 4        | 4        |             |                  | 14        |                      |                     | 0           |
| <b>2 Public and Stakeholder Involvement</b>                             |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Community Engagement Plan   | 2                   | 2            |          |          |             |                  | 4         | 8                    | 12                  | 20          |
|   | Meetings Prep (2 rounds)  | 4                   | 4            |          | 8        |             | 8                | 24        | 8                    | 16                  | 24          |
|   | Phase 1 meetings  | 8                   |              |          | 8        |             |                  | 16        | 8                    | 8                   | 16          |
|   | Phase 2 - Reviewing the Draft Plan  | 8                   |              |          | 6        |             |                  | 14        | 8                    | 12                  | 20          |
|   | Stakeholder Virtual Meetings (Up to 4, Round 1 - 2, Round 2 - 2 Meetings) | 6                   | 6            |          |          |             |                  | 12        |                      |                     | 0           |
|   | Documentation   | 4                   |              |          | 6        |             |                  | 10        | 12                   | 16                  | 28          |
| <b>3 Guiding Principles, Goals, Objectives and Performance Measures</b> |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Develop Goals, Objectives and Performance Measures                        | 2                   | 4            | 8        | 8        |             |                  | 22        |                      |                     | 0           |
|   | Develop Commitment Documentation  | 1                   | 2            |          | 6        |             |                  | 9         |                      |                     | 0           |
| <b>4 Safety Analysis and Existing Conditions Review</b>                 |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Existing 5-year Crash Analysis and Existing Conditions Review             | 4                   | 8            | 22       | 12       | 12          |                  | 58        |                      |                     | 0           |
|   | Documentation   | 2                   | 4            | 24       | 10       |             |                  | 40        |                      |                     | 0           |
| <b>5 Equity Considerations</b>  |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Equity Analysis   | 2                   | 4            |          | 18       |             | 22               | 46        |                      |                     | 0           |
|   | Documentation   | 2                   | 4            |          | 14       |             | 22               | 42        |                      |                     | 0           |
| <b>6 Policy and Process Changes</b>                                     |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Review Current Policy and Process to Address Safety                       | 2                   | 4            | 8        | 12       |             |                  | 26        |                      |                     | 0           |
|   | Develop Recommended Changes   | 2                   | 2            | 8        | 8        |             |                  | 20        |                      |                     | 0           |
| <b>7 Strategy and Project Selections</b>                                |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Project Prioritization Criteria   | 4                   | 8            | 12       |          |             |                  | 24        |                      |                     | 0           |
|   | Develop Projects to Improve Safety at Top 5 High Crash Locations          | 8                   | 16           | 24       |          |             |                  | 48        |                      |                     | 0           |
|   | Develop Area-wide Strategies to Address Identified Safety Issues          | 6                   | 16           | 14       |          |             |                  | 36        |                      |                     | 0           |
| <b>9 Progress and Transparency</b>                                      |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Develop Scorecard to Track Status   | 2                   | 2            |          | 12       |             | 16               | 32        |                      |                     | 0           |
|   | Develop Website Content to Display Actual vs. Targets                     | 2                   | 4            |          | 12       |             | 14               | 32        |                      |                     | 0           |
| <b>10 Action Plan Report</b>  |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   | Draft Report  | 20                  | 16           | 24       | 24       | 16          | 12               | 112       |                      |                     | 0           |
|   | Final Report  | 10                  | 8            | 16       | 16       | 16          | 6                | 72        |                      |                     | 0           |
|   |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
|   |   | \$275               | \$180        | \$150    | \$135    | \$120       | \$140            |           | \$150.00             | \$100.00            |             |
|   |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
| Total Hours   |   | 145                 | 124          | 174      | 200      | 88          | 56               | 787       | 44                   | 64                  | 108         |
|   |   |                     |              |          |          |             |                  |           |                      |                     | 0           |
| Total Labor   |   | \$39,875            | \$22,320     | \$26,100 | \$27,000 | \$10,560    | \$7,840          | \$133,695 | \$6,600              | \$6,400             | \$13,000.00 |

|                          |              |                      |          |
|--------------------------|--------------|----------------------|----------|
| MetroQuest Outreach Tool |              | NSI has subscription |          |
| Direct Expenses          |              | Direct Expenses      |          |
| Mileage                  | \$804.00     | Mileage              | \$402.00 |
| Meeting Exhibits         | \$1,000.00   | Meeting Exhibits     | \$0.00   |
| Lodging                  | \$500.00     | Lodging              | \$0.00   |
| Meals                    | \$440.00     | Meals                | \$0.00   |
| Total Directs            | \$2,744.00   | Total Directs        | \$400.00 |
| Fee Summary              |              |                      |          |
| Neel-Schaffer            | \$136,439.00 |                      |          |
| Beyond Communication     | \$13,400.00  | 8.9% DBE%            |          |
| Total Fee                | \$149,839.00 |                      |          |



Comprehensive Safety Action Plan  
City of Laurel, MS

Proposed Schedule

| ID | Predecessors | Task Name  | Duration        | Start              | Finish              | Half 1, 2025<br>J F M A M J J A S O N |  |  |  |  |  |  |  |  |  |  |  | Half 2, 2025<br>J A S O N |  |  |  |  |  |  |  |  |  |  |  |
|----|--------------|--|-----------------|--------------------|---------------------|---------------------------------------|--|--|--|--|--|--|--|--|--|--|--|---------------------------|--|--|--|--|--|--|--|--|--|--|--|
| 1  |              | <b>Notice to Proceed (NTP) - Project Start Date</b>                    | <b>1 day</b>    | <b>Mon 2/10/25</b> | <b>Mon 2/10/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 2  | 1FS+1 day    | <b>Project Management and Quality Assurance</b>                        | <b>190 days</b> | <b>Mon 2/10/25</b> | <b>Fri 10/31/25</b> |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 3  | 1FS+3 days   | Study Team Kick-off Meeting  | 1 day           | Fri 2/14/25        | Fri 2/14/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 4  | 1FS+15 days  | Project Management Plan (PMP)  | 15 days         | Tue 3/4/25         | Mon 3/24/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 5  | 1FS+20 days  | Steering Committee Meetings  | 100 days        | Tue 3/11/25        | Mon 7/28/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 6  | 1            | Project Coordination / Progress Reports / Invoices                     | 160 days        | Tue 2/11/25        | Mon 9/22/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 7  |              | <b>Regional Visioning Process - Public and Stakeholder Involvement</b> | <b>162 days</b> | <b>Mon 2/10/25</b> | <b>Tue 9/23/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 8  | 3            | Community Engagement Plan  | 10 days         | Mon 2/17/25        | Fri 2/28/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 9  | 3            | Brand, Marketing Plan, and Marketing Templates                         | 20 days         | Mon 2/17/25        | Fri 3/14/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 10 |              | <b>Stakeholder Outreach and Public Involvement</b>                     | <b>133 days</b> | <b>Thu 2/20/25</b> | <b>Mon 8/25/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 11 |              | Phase 1: Listening and Learning  | 30 days         | Thu 2/20/25        | Wed 4/2/25          |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 12 | 23           | Phase 2: Review Draft Plan   | 12 days         | Mon 8/11/25        | Tue 8/26/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 13 | 11FS+10 days | Trend Identification and Outreach Documentation                        | 15 days         | Thu 4/17/25        | Wed 5/7/25          |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 14 | 11FS+10 days | <b>Goals, Objectives and Performance Measures (PM) &amp; Targets</b>   | <b>25 days</b>  | <b>Thu 4/17/25</b> | <b>Wed 5/21/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 15 | 3            | <b>State of Practice &amp; Existing Conditions Data Review</b>         | <b>40 days</b>  | <b>Mon 2/17/25</b> | <b>Fri 4/11/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 16 | 8            | <b>Crash Data and Equity Analysis</b>                                  | <b>45 days</b>  | <b>Mon 3/3/25</b>  | <b>Fri 5/2/25</b>   |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 17 | 16           | <b>Countermeasure Toolbox</b>  | <b>20 days</b>  | <b>Mon 5/5/25</b>  | <b>Fri 5/30/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 18 |              | <b>Implementation Plan &amp; Programs</b>                              | <b>20 days</b>  | <b>Mon 6/2/25</b>  | <b>Fri 6/27/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 19 | 17           | List of Projects by Mode (Roadway, Walking, Biking etc.)               | 20 days         | Mon 6/2/25         | Fri 6/27/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 20 | 17           | Strategies by Mode (Roadway, Walking, Biking etc.)                     | 20 days         | Mon 6/2/25         | Fri 6/27/25         |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 21 | 17           | <b>Safe Streets Visualization &amp; Destination Zero Death Toolkit</b> | <b>40 days</b>  | <b>Mon 6/2/25</b>  | <b>Fri 7/25/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 22 | 17           | <b>Progress and Transparency</b>                                       | <b>30 days</b>  | <b>Mon 6/2/25</b>  | <b>Fri 7/11/25</b>  |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 23 | 20           | <b>Draft Safety Action Plan Report</b>                                 | <b>30 days</b>  | <b>Mon 6/30/25</b> | <b>Fri 8/8/25</b>   |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |
| 24 | 12           | <b>Plan Adoption and Final Safety Action Plan Report</b>               | <b>5 days</b>   | <b>Wed 8/27/25</b> | <b>Tue 9/2/25</b>   |                                       |  |  |  |  |  |  |  |  |  |  |  |                           |  |  |  |  |  |  |  |  |  |  |  |

Project: Safety Action Plan  
Date: Fri 1/10/25

|                    |  |                       |  |                    |  |
|--------------------|--|-----------------------|--|--------------------|--|
| Task               |  | Inactive Summary      |  | External Tasks     |  |
| Split              |  | Manual Task           |  | External Milestone |  |
| Milestone          |  | Duration-only         |  | Deadline           |  |
| Summary            |  | Manual Summary Rollup |  | Progress           |  |
| Project Summary    |  | Manual Summary        |  | Manual Progress    |  |
| Inactive Task      |  | Start-only            |  |                    |  |
| Inactive Milestone |  | Finish-only           |  |                    |  |