

ADDENDUM 7

RFP 03-2026 Demonstration of Intelligent Transportation Systems Safety Infrastructure Improvements in Escambia County

This Addendum 7 revises the procurement schedule and notifies bidders of an updated design build contract that Emerald Coast Regional Council intends to use for the project.

1. Updated Procurement Schedule

Bid Price Proposal Submittals Due	Tuesday, August 25, 2026 4 P.M. (CDT)
Notice of Intent to Award Posted on Website	Wednesday, August 26, 2026 4 P.M. (CDT)
ECRC Board Meeting	Thursday, August 27, 2026 4 P.M. (CDT)
Final Selection Posted on Website	Friday, August 28, 2026 4 P.M. (CDT)

2. Updated Design Build Contract

Emerald Coast Regional Council (“ECRC”) has uploaded the file “RFP 03-2026 – Design Build Contract” to the procurement website. Emerald Coast Regional Council intends to use “RFP 03-2026 – Design Build Agreement” as the operative contract for this project. “RFP 03-2026 – Design Build Agreement” replaces and supersedes “RFP 03-2026: Sample Agreement” that was previously posted. ECRC reserves the right to alter or add any terms to the contract that ECRC deems in its best interest. No contract shall be binding on ECRC until it has been executed by ECRC and the successful bidder. By submitting a Price Proposal, Bidder is representing that it will execute “RFP 03-2026 – Design Build Contract” without modification. ECRC will not consider any revisions to “RFP 03-2026 – Design Build Contract” post-award.

**CONTRACT FOR DESIGN-BUILD SERVICES FOR THE SS4A DEMONSTRATION OF
INTELLIGENT TRANSPORTATION SYSTEMS SAFETY INFRASTRUCTURE
IMPROVEMENTS IN ESCAMBIA COUNTY**

RFP NO: 03-2026

This Contract (“**Contract**”) is effective as of the Effective Date, and is by and between **West Florida Regional Planning Council d/b/a Emerald Coast Regional Council, Florida** (“**Owner**”), and _____ authorized to do business in the State of Florida (“**Contractor**”), and whose address is: _____, Phone: _____ Fax: _____ (each individually a “**Party**” and collectively “**Parties**”).

RECITALS

1. Owner issued Request for Qualifications No. 03-2026 (“**RFP**”) for Design-Build Services for the SS4A Demonstration of Intelligent Transportation Systems Safety Infrastructure Improvements in Escambia County (“**Project**”).
2. Contractor submitted a response, dated _____, to the RFP, and Owner, after evaluation of the responses received, selected the Contractor for an award of a contract for design-build services.
3. Owner and Contractor now desire to enter into a contract providing for the furnishing of such services upon the terms and subject to the conditions set forth herein.
4. For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 The Design Criteria Package, signed and sealed by Owner’s Design Consultant (“**Design Criteria Package**”), is attached and incorporated herein as **Exhibit 1**. Applicable addenda to the RFP are attached to the Design Criteria Package.
- 1.2 The Project is being funded through a Federal Highway Administration (FHWA) Grant Agreement. The FHWA Grant Agreement between the Owner and FHWA, including all terms, conditions, and exhibits, is attached and incorporated herein as **Exhibit 2** (“**Grant Agreement**”). Contractor shall comply with all applicable requirements and provisions of the Grant Agreement.
- 1.3 Owner’s specifications and drawings of existing utilities and rights of way (“**Existing Systems**”) are attached and incorporated herein as **Exhibit 3**.
- 1.4 Emerald Coast Regional Council Safe Streets and Road for All (SS4A) Planning and Demonstration Support report, dated April 2026 (“**SS4A Report**”), is attached and incorporated herein as **Exhibit 4**.
- 1.5 This Contract and Exhibits 1, 2, 3, and 4 are referred to herein as “**Owner’s Program**.”
- 1.6 Contractor’s Technical Proposal to Owner in response to the RFP (“**Technical Proposal**”) is attached and incorporated herein as **Exhibit 5**.
- 1.7 Contractor shall perform all professional design services, which shall be rendered by licensed engineers and design professionals, that are necessary to design the Project, obtain permits for the Project, and post-design services during construction, which shall include but not be limited to the

design services specified in the Design Criteria Package and in this Contract (“**Design Services**”). Contractor shall furnish and pay for all labor, materials, equipment, and services necessary to construct the Project, including but not limited to the construction services specified in the Design Criteria Package and in this Contract (“**Construction Services**”). Contractor shall perform the commissioning, training, operations, and maintenance responsibilities specified in the Design Criteria Package and in this Contract (“**Maintenance Services**”). Design Services, Construction Services, and Maintenance Services shall collectively be referred to herein as “**Services**.” For avoidance of doubt, Contractor’s Services shall include all aspects of the ITS and safety improvements demonstration, including but not limited to, design, permitting, construction, installation and integration, to deploy safety and operational improvements along two corridors: State Road (S.R.) 295 / Fairfield Drive from Mobile Highway to Texar Drive, and S.R. 95 / Pensacola Boulevard from Beverly Parkway to W Street, as well as the design and deployment of a fiber optic communications network along two corridors: S.R. 296 / West Michigan Avenue / Beverly Parkway from Mobile Highway to Pensacola Boulevard, and S.R. 10A / Mobile Highway from Michigan Avenue to Fairfield Drive, to provide a loop connection in order to ensure connectivity through a high speed network with the existing ITS network and the Project ITS and safety improvements demonstration corridors. The Services shall comply in all respects with the Owner’s Program.

ARTICLE 2 – CONTRACT TERM

- 2.1 Time is of the essence with respect to the obligations under this Contract.
- 2.2 **Design Services.** Contractor shall commence the Design Services upon the issuance of a Notice to Proceed with Design Services from the Owner. Contractor shall complete the Design Services in accordance with the following deadlines, which shall be referred to herein as the “**Design Schedule**”:
- a. Completion of 60% Design Documents – 60 days from Owner’s issuance of a Notice to Proceed with Design Services.
 - b. Completion of 90% Design Documents – 35 days from Owner’s approval of the 60% Design Documents.
 - c. Completion of 100% Design Documents – 34 days from Owner’s approval of the 90% Design Documents.
- 2.3 **Construction Services.**
- a. **Substantial Completion**
 - i. Contractor shall commence Construction Services on the date the Owner issues a Notice to Proceed with Construction Services (“**Date of Commencement**”).
 - ii. Contractor shall achieve Substantial Completion, as defined herein, within **Three Hundred and Sixty-Five (365) days** of the Date of Commencement.
 - b. The period of time to achieve Substantial Completion shall be referred to herein as “**Construction Contract Time**.”
- 2.4 **Maintenance Services.**
- a. Contractor shall commence the Maintenance Services on the day after Substantial Completion and continue throughout the duration of the Maintenance Period.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- 3.1 Owner shall pay Contractor an amount not to exceed \$ [REDACTED] for complete performance of the Design Services (“**Design Fee**”). The Design Fee includes all costs associated with the performance of the Design Services and Contractor shall not be entitled to reimbursement for any additional expenses associated with the Design Services which exceed the Design Fee unless otherwise authorized by Change Order. Owner shall pay Contractor an amount not to exceed \$ [REDACTED] for

complete performance of the Construction Services and Maintenance Services (“**Construction Fee**”). The Construction Fee includes all costs associated with the performance of the Construction and Maintenance Services and Contractor shall not be entitled to reimbursement for any additional expenses associated with the Construction and Maintenance Services which exceed the Construction Fee unless otherwise authorized by Change Order. The Design Fee and Construction Fee are collectively referred to herein as the “**Contract Sum**.” Contractor warrants that the Contract can be performed for the Contract Sum. Any costs or expenses incurred by Contractor in excess of the Contract Sum shall be Contractor’s sole responsibility.

3.2 **Florida Prompt Payment Act.** Owner and Contractor agree to at all times comply with Florida Statutes Sections 255.0705-255.078, also known as the Florida Prompt Payment Act (“**PPA Act**”), and other applicable federal prompt payment laws.

- a. Retainage shall be withheld, reduced, and released in accordance with the provisions of the PPA Act and applicable Federal Regulations.
- b. Pursuant to *Florida Statutes* Section 255.078 Owner may withhold retainage in an amount not to exceed five percent (5%).
- c. Pursuant to *Florida Statutes* Section 255.077(1), no later than 30 days after Substantial Completion, Owner and Contractor shall develop a written list of items (“**Punch List**”) and the estimated cost to complete each item required to render the Construction Services complete, satisfactory, and acceptable. If Owner and Contractor cannot agree on an estimated cost, then the Owner’s Design Consultant’s determination of the estimated cost shall govern.
- d. Pursuant to *Florida Statutes* Section 255.077(4)-(5), within a time not exceeding twenty (20) business days after development of the Punch List and receipt of a proper payment request, Owner shall pay the remaining contract balance, including retainage, less an amount not to exceed one hundred fifty percent (150%) of the estimated cost to complete the items listed on the Punch List. Upon completion of all items listed on the Punch List, the Contractor may submit a request for the release of the remaining retainage. Owner shall release such retainage within twenty (20) business days after receipt of a proper payment request, unless a good-faith dispute exists regarding completion of one or more listed items in the Punch List. In the case of such a good-faith dispute, the Owner may withhold an amount not to exceed one hundred fifty percent (150%) of the estimated cost to complete the disputed items.
- e. The term “**Subcontractor**” as used in this Contract shall refer to any subcontractor, sub-subcontractor, supplier, subconsultant, engineer, architect, and other entity engaged, either directly or indirectly, to perform services, labor, equipment, or materials for the Project.
- f. Contractor shall comply with the Subcontractor payment requirements of *Florida Statutes* Section 255.071 and 255.073, which includes the timely payment of undisputed amounts to Subcontractors and suppliers. Furthermore, Contractor shall include prompt-payment provisions which are equivalent to those contained within this Agreement, in all subcontracts.
- g. Pursuant to *Florida Statutes* Section 713.06(3)(d), and before receiving final payment, Contractor shall provide an affidavit affirming that payment has been made in full to all Subcontractors and suppliers, and that payment has been made in a manner consistent and in compliance with the provisions of *Florida Statutes* Section 255.071.

3.3 Prior to Contractor’s first Application for Payment, Contractor shall submit a schedule of values allocating the Contract Sum to the various portions of the Design Services and Construction Services. The schedule of values shall be in the form required by the Owner and shall be subject to Owner’s

approval. The schedule of values shall be used as the basis for reviewing Contractor's Applications for Payment. The schedule of values may only be revised with the written consent of the Owner.

- 3.4 The cost for Design Services shall not exceed the Design Fee, unless the Design Fee is modified by Change Order which shall only be effective if executed by Owner and Contractor. The cost for Construction Services and Maintenance Services shall not exceed the Construction Fee, unless the Construction Fee is modified by Change Order which shall only be effective if executed by Owner and Contractor.
- 3.5 Contractor shall submit a notarized application for payment, in the form specified by the Owner, to the following: [REDACTED] ("**Application for Payment**"). The Application for Payment shall contain substantiating documentation justifying the amount sought in the Application for Payment, including but not limited to Subcontractor's invoices. The period covered by the Application for Payment shall be one calendar month ending on the last day of the month. Each Application for Payment shall be based on the schedule of values and shall specify the percentage of completion of each portion of the Design Services and/or Construction Services as of the end of the period covered in the Application for Payment. Each Application for Payment shall include a signed and notarized waiver and release form, in the form specified by the Owner. By submitting an Application for Payment, Contractor certifies and warrants: (1) the Services contemplated by the Application for Payment have been completed in strict accordance with the Contract; (2) at the time payment is made, title to the Services contemplated by the Application for Payment shall pass to the Owner free and clear of all liens, security interests, claims, and encumbrances; (3) all amounts owed by the Contractor for Services, including materials, services, and equipment furnished pursuant to prior Applications for Payments, have been paid by the Contractor from the prior progress payments received from the Owner, and (4) the current amount shown on the Application for Payment is the payment now due. Owner may reject an Application for Payment that does not conform to the requirements of this Contract or the PPA Act.
- 3.6 Owner's Design Consultant shall inspect the Services described in the Application for Payment, determine whether the Services have progressed to the point of completion indicated in the Application for Payment, determine whether the Services described in the Application for Payment is in accordance with the Contract, and certify to the Owner the amount that the Contractor is due, and, if the amount is less than the amount sought in the Application for Payment, Owner's Design Consultant shall explain. Owner shall pay to the Contractor the amount certified by the Owner's Design Consultant in accordance with the provisions of PPA Act. Payment by Owner shall be made by ACH payment or paper check, at Owner's discretion.
- 3.7 Owner, in its sole discretion, may withhold a portion of any payment due to Contractor if Owner contends there is a good faith dispute regarding: (i) performance of the Services, (ii) Contractor's payments to Subcontractors for labor, materials, or services, or (iii) damage to the Owner caused by Contractor or a Subcontractor. Within twenty (20) business days of Owner's receipt of Contractor's Application for Payment, Owner shall provide written notice to Contractor of the amount to be withheld and the reason for withholding. The undisputed portion of any Application for Payment shall be paid in accordance with the PPA Act.
- 3.8 The Owner's contingency shall be ten percent of the Contract Sum ("**Contingency**"). The Owner's Contingency is a separate fund controlled solely by the Owner, is not part of the Contract Sum and is not available to the Contractor except as expressly authorized in a written Change Order that specifies contingency funds will be used. Contractor acknowledges and agrees that it has no right, claim, or entitlement to any portion of the Contingency. The Owner may use, withhold, allocate, reallocate, reduce, or retain the Owner's Contingency in the Owner's sole discretion. All unspent Contingency

funds shall be returned to Owner.

- 3.9 Final payment to Contractor, which shall include the amount withheld to complete the items on the Punch List, shall be made in accordance with the PPA Act. Final payment shall not become due until all of the following have occurred:
- a. All Design and Construction Services, including all items on the Punch List, have been completed and in accordance with the Contract and Owner's Program;
 - b. All trash, debris, materials, and contaminants have been removed from the Project site;
 - c. All Design and Construction Services have been approved of by Owner and Design Consultant;
 - d. Owner's receipt and approval of Contractor's Final Application for Payment;
 - e. Owner's receipt of "Contractor's Final Payment Affidavit," stating that all Design and Construction Services have been completed and all Subcontractors and suppliers have been paid in compliance with the Florida Statutes;
 - f. Owner's receipt of Contractor's final waiver and release form;
 - g. Owner and Design Consultant's receipt of a Consent to Final Payment from Contractor's Surety;
 - h. Issuance of a Certificate of Final Completion by Owner's Design Consultant;
 - i. Owner's receipt of record as-built drawings from Contractor;
 - j. Owner's receipt of a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract;
 - k. All warranties, such as manufacturers' warranties and Subcontractor warranties, have been assigned to and delivered to Owner if not otherwise provided prior to Substantial Completion;
 - l. Owner's receipt of operations and maintenance manuals from Contractor;
 - m. Owner's receipt of any other required documentation specified in the Design Criteria Package; and
 - n. Owner's receipt of any other documents requested that Owner deems necessary.
- 3.10 Provided Owner has complied with all payment obligations under this Contract, Contractor agrees to indemnify and hold Owner harmless from and against any and all loss, costs, expenses, liabilities, and damages, including but not limited to attorney's fees and costs, arising out of any lien, claim, or encumbrance by a Subcontractor or Contractor.
- 3.11 By accepting final payment, Contractor waives and releases any claims it may have against Owner related to the Project. A progress payment, final payment, or partial or full use of the Project shall not constitute Owner's acceptance of defective Services that do not conform to the Contract.

ARTICLE 4 – DESIGN, CONSTRUCTION, AND MAINTENANCE PHASES

4.1 Design Services

- a. Contractor shall perform the Design Services in accordance with the degree of skill and care ordinarily exercised by design build firms performing the same services in the same or similar geographic location ("**Standard of Care**"), and, consistent with the foregoing, in accordance with the this Contract, Owner's Program, and all applicable laws, statutes, ordinances, codes, rules, regulations, requirements of the Authorities Having Jurisdiction, and orders (including but not limited to executive orders) (collectively referred to herein as "**Laws**"). Contractor shall be responsible for supervising and directing the Design Services, including Design Services furnished by Subcontractors, and shall be responsible for the actions and omissions of Subcontractors by the Contractor to perform Design

Services.

- b. **60% Design Documents.** Upon Contractor's receipt of Owner's Notice to Proceed with Design Services, Contractor shall commence the Design Services and prepare 60% design drawings and specifications ("**60% Design Documents**") for the Owner's approval. The 60% Design Documents shall comply with the Owner's Program and this Contract. Contractor shall submit the 60% Design Documents to the Owner within the time allotted in Article 2 and shall request the Owner's written approval. The 60% Design Documents that are approved by the Owner will be submitted to FDOT D3 for approval and permitting. To the extent Owner and/or FDOT D3 request revisions to the 60% Design Documents, Contractor shall revise the 60% Design Documents and incorporate Owner and FDOT D3's revisions into the 60% Design Documents and resubmit and the costs for Contractor to do so shall be included within the Design Fee.
- c. **90% Design Documents.** Upon the Owner's written approval of the 60% Design Documents, Contractor shall prepare 90% design drawings and specifications ("**90% Design Documents**") for the Owner's approval. The 90% Design Documents shall comply with the Owner's Program and this Contract. The 90% Design Documents shall incorporate any comments and revisions requested by Owner and the permitting agency (including but not limited to FDOT and NEPA requirements) after the submission of the 60% Design Documents. Contractor shall submit the 90% Design Documents to the Owner within the time allotted in Article 2 and shall request the Owner's written approval. Contractor shall incorporate any revisions from the Owner or permitting jurisdiction into the Construction Documents and the costs for Contractor to do so shall be included within the Design Fee.
- d. **100% Construction Documents.** Upon Owner's written approval of the 90% Design Documents, the Design-Builder shall prepare 100% Design Documents ("**Construction Documents**") which shall incorporate any comments and revisions requested by Owner and the permitting agency (including but not limited to FDOT and NEPA requirements). The Construction Documents shall comply with the Owner's Program and this Contract. The Construction Documents shall be capable of being constructed in accordance with the Construction Fee and the Construction Contract Time specified in Article 2, and, if it cannot be constructed in accordance with the Construction Fee and/or the Construction Contract Time, then Contractor, at its sole cost and expense, shall modify the Construction Documents in a manner that ensures it can be constructed in accordance with the Construction Fee and the Construction Contract Time. Contractor shall submit the Construction Documents to the Owner within the time allotted in Article 2 and shall request the Owner's written approval. To the extent Owner or the permitting jurisdiction have revisions to the Construction Documents, Contractor shall incorporate the revisions into the Construction Documents and the costs for Contractor to do so shall be included within the Design Fee.
- e. If the Owner discovers any deviations between the Construction Documents and Owner's Program, the Owner shall promptly notify the Contractor of such deviations in writing and, upon such notification, Contractor shall, at no additional cost, modify the Construction Documents to ensure they are in accordance with the Owner's Program and shall eliminate any deviations. The failure of the Owner to discover any such deviations shall not relieve the Contractor of the obligation to perform the Services in accordance with the Owner's Program. The incorporation of any Owner-requested revisions to the Construction Documents shall not relieve Contractor from liability under this Contract, including but not limited to liability for the Construction Documents, the Services, and errors and omissions.

Any Owner-requested suggestions or revisions should be considered, analyzed, and approved by the licensed design professional prior to incorporation into the Construction Documents. Contractor acknowledges and agrees that by requesting revisions to the Construction Documents: (i) Owner is in no way assuming any liability associated with the Construction Documents or the Services; and (ii) shall not be construed as Owner's acceptance of errors, omissions, or defects in the Construction Documents or Services.

- f. **As-Built Drawings.** Contractor shall maintain a redlined set of drawings at the job site to show any deviations made from the Construction Documents, and which reflect the "As-Built" conditions. These drawings shall clearly identify all deviations to the Construction Documents, as approved by the Owner. "As-Built" drawings shall conform with the Owner's Program. All "As-Built" drawings shall be provided to Owner prior to final payment.
- g. The foregoing shall not be construed as an exhaustive list of design deliverables that Contractor shall prepare for the Project. In addition to the foregoing, Contractor shall deliver all of the design deliverables specified in Owner's Program (collectively "**Design Deliverables**"). Contractor shall be responsible for all representations and certifications provided in the Design Deliverables, regardless of whether the Design Deliverables were prepared by Contractor or a Subcontractor. Contractor shall ensure the Design Deliverables are prepared, signed, and sealed by an appropriately licensed design professional and for ensuring the design professional is insured in accordance with the coverage and limitations specified in this Agreement.
- h. The Construction Documents shall be free from errors, omissions, and defects and shall be in accordance with all applicable Laws. To the extent that Owner, any permitting agency, regulatory agency, or other entity identifies errors or omissions in the Construction Documents, then Contractor shall promptly correct the errors or omissions at its sole cost and expense.
- i. Acceptance of any Design Deliverables, including but not limited to the Construction Documents, will not relieve Contractor of its liability under this Agreement, including its obligation to correct errors and omissions and the clarification of any ambiguities at Contractor's sole expense, regardless of when the error or omission is discovered.

4.2 Construction Phase

- a. Contractor warrants and guarantees the following, and agrees it shall perform the Construction Services in a manner:
 - i. that is free from defects;
 - ii. that is in accordance with the Contractor's best skill and attention;
 - iii. that is in strict accordance with all Laws, the Contract, the Owner's Program, and industry standards;
 - iv. that is to the complete satisfaction of the Owner, Owner's Design Consultant, and the Authorities Having Jurisdiction ("**AHJ**"); and
 - v. all materials and equipment furnished will be of good quality, new, merchantable, free from defects, and in strict accordance with all Laws, Owner's Program, and the Contract.
- b. Contractor shall supervise and direct the Construction Services including any Construction Services performed by Subcontractors. Contractor shall be solely responsible for, and have

exclusive control over, the construction means, methods, techniques, and sequences utilized for the Construction Services. Contractor shall be responsible for the actions and omissions of its Subcontractors and any other entities engaged (either directly or indirectly) by Contractor. Contractor shall be solely responsible for ensuring proper job site safety procedures are utilized and for ensuring the safety of Contractor's employees and any employees of a Subcontractor. Contractor is solely responsible for ensuring all of its operations are performed in compliance with all applicable Laws, including but in no way limited to health and safety laws and regulations, including Occupational Safety and Health Administration laws and regulations, and all laws and regulations governing handling and storage of hazardous materials. Contractor shall supply and use appropriate personal protective equipment and personal safety equipment required by the Laws and shall ensure employees are adequately educated and trained in proper safety procedures and requirements. Contractor shall ensure performance of the Services is in accordance with all Laws including but in no way limited to those relating to safety, discrimination, immigration, and fair employment practices, without additional charge or expenses to Owner. Contractor shall be responsible for and shall correct, at its own expense, any violation of the Laws.

- c. Contractor shall verify and ensure that its Technical Proposal, attached as Exhibit 5, complies in all material respects with the Owner's Program and this Contract. Contractor's Construction Services shall comply in all material respects with the Contractor's Technical Proposal.
- d. Any subcontract with a Subcontractor must incorporate the terms of this Contract. Contractor shall be fully responsible and liable for the actions and omissions of all Subcontractors. Subcontracting any portion of the Services to a Subcontractor does not in any way release Contractor from liability to the Owner for the actions or omissions of the Subcontractor. Contractor shall obtain Owner's written consent before subcontracting any portion of the Services to a Subcontractor and Owner shall have the right to reject any Subcontractor Owner deems unsuitable. By approving or disapproving of Contractor's engagement of a Subcontractor, Owner is in no way accepting liability or responsibility for the actions or omissions of the Subcontractor. Subcontractors shall not interface directly with Owner.
- e. Owner shall have the right to immediately remove any employee of Contractor or a Subcontractor that: (1) endangers the safety and wellbeing of people or property; or (2) does not comply with the requirements of this Contract.
- f. Contractor represents and warrants that it is lawfully licensed by the State of Florida to perform the services contemplated under this Contract. Contractor shall maintain required licenses and certifications, as required by the State of Florida and any other Laws, at all times Contractor is performing Services. Contractor shall verify that its Engineer and all Subcontractors have the required licensure required by the State of Florida and the Laws and shall not permit any Subcontractor to perform Work if that Subcontractor does not maintain proper licenses and certifications. Contractor hereby represents and warrants that: it has and will continue to maintain all licenses, certifications, and approvals required by the Laws to perform the Services under this Contract; that its Subcontractors have and will continue to maintain all licenses, certifications, and approvals required under the Laws to perform the Services under this Contract; and that it will at all times conduct its activities in a reputable manner.

- g. If a material, product, or system is specified in the Owner's Program, then the Contractor may only substitute that material, product, or system with the Owner's written consent. By making a request for substitution, Contractor:
 - i. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified;
 - ii. represents that it will provide the same warranty for the substitution as the original product specified;
 - iii. certifies that the cost data presented is complete and includes all related costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - iv. will coordinate the installation of the accepted substitute, making such changes as may be required for the Construction Services to be complete in all aspects.
- h. Substantial Completion shall be the stage in the progress of the Construction Services when the Construction Services are substantially complete, in accordance with the Construction Documents, and capable of being used for the Owner's intended purpose. Additionally, in order to achieve Substantial Completion, the following conditions must be met:
 - i. the Owner approves of the Construction Services;
 - ii. Owner's Design Consultant has issued a Certificate of Substantial Completion; and
 - iii. the entire Project is operational and open to the public.
- i. Upon achieving Substantial Completion, Owner and Contractor shall comply with Section 3.2 of this Contract and Section 255.077, *Florida Statutes*, regarding preparation of the Punch List.
- j. Contractor shall be responsible for preventing damage, injury, and loss to: (a) employees of Contractor and Subcontractors while performing Construction Services; (b) employees of Owner at the Project site; (c) the in progress and completed Construction Services; and (d) other property at the Project site or adjacent to the Project site;
- k. Contractor acknowledges and understands that contractor(s), engaged by third parties, will be performing construction services on properties adjacent to the Project site, including but not limited to contractors under contract with Escambia County and Florida-Alabama Transportation Planning Organization, to construct a Regional Traffic Management Center and install conduit and fiber to support the RTMC, as more fully described in the Design Criteria Package ("**Separate Contractors**"). The plans and drawings of the work to be performed by the Separate Contractors working on the fiberoptic infrastructure and the Regional Traffic Management Center are attached hereto as **Exhibit 6**. Contractor shall coordinate its Design Services and Construction Services with the services being performed by Separate Contractors. Contractor shall ensure that the Construction Documents are coordinated with Exhibit 6. At all times, Contractor shall cooperate with Separate Contractors and comply with all provisions of the Design Criteria Package which address adjacent construction projects, including but not limited to Section II(I). Contractor shall reimburse Owner for any damages that Contractor (or any Subcontractor(s)) causes to the work being performed by Separate Contractors or to the adjacent property, including the property owned by Escambia County and Florida-Alabama Transportation Planning Organization.

4.3 Maintenance Phase

- a. For a period of Four Hundred and Thirty (430) days, commencing on the day after Substantial Completion (“**Maintenance Period**”), Contractor shall begin performing Maintenance Services, including but not limited to all maintenance, commissioning, training, operations, and warranty obligations specified in the Design Criteria Package.
- b. For the duration of the Maintenance Period, Contractor:
 - i. shall ensure the system should be capable of being fully operational by the staff in the RTMC/TSOC for the duration of the Maintenance Period. Contractor shall provide training and technical support to the operators in the RTMC/TSOC to ensure they operate the system effectively;
 - ii. shall respond to notifications provided by the RTMC/TSOC or automated through the vendors’ software and hardware within 1 hour during normal operating hours (7 AM to 7 PM on normal business days) and 2 hours during all other periods. Contractor and Escambia County will agree to the priority (emergency or non-emergency) of the condition and an appropriate response plan as part of the response;
 - iii. If there is condition that requires emergency response time, Contractor shall arrive to the Project site to address critical malfunctions within 2-hours of notification during normal hours and 4-hours during other periods. Emergency conditions include: signal operations or traffic control devices that influence traffic flow, dark/blank displays, or flashing signals – those that impact safety and traffic operations. This does not apply to outages that may occur during a force majeure event, such as a hurricane.
 - iv. During a force majeure event, Contractor is expected to respond consistent with the direction of Escambia County’s disaster recovery efforts;
 - v. Non-emergency repairs or minor issues generally require a 24-hour response and maximum 72-hour repair time. Non-emergency conditions include those that do not directly impact the safety or operations of travelers involving signals or traffic control devices; and
 - vi. Contractor is responsible for preventative and recurring maintenance of the hardware and software deployed throughout the contract term consistent with manufacturer specifications or FDOT specifications, whichever is greater, to ensure the effective operations of the hardware and software used for the Project.

ARTICLE 5 – CHANGES

- 5.1 **Changes in the Services.** Changes in the Services can be achieved through a Change Order or a Construction Change Directive. Owner’s issuance of a Change Order or a Construction Change Directive shall not constitute a breach of this Contract. All Change Orders shall be performed in strict compliance with this Contract and Owner’s Program. No alteration, addition, omission, or change shall be made to Contractor’s Services except upon the execution of a Change Order or issuance of a Construction Change Directive.
- 5.2 **Change Order.** A “**Change Order**” is a written document signed by the Owner and Contractor, evidencing their agreement on (1) the change in the Services (which may be additional Services or a reduction in Services); (2) the adjustment to the Contract Sum, if any; and (3) the adjustment to the Contract Time, if any.

- 5.3 **Construction Change Directive.** A “Construction Change Directive” is a document signed by the Owner that directs Contractor to perform a change in the Services. A Construction Change Directive shall be used when the Contractor does not agree to the change in the Contract Time and/or Contract Sum that Owner has directed for the change in the Services. Upon issuance of a Construction Change Directive, Contractor shall promptly proceed with the change in the Services. Contractor shall not stop, delay, or hinder performance of Services contemplated under a Construction Change Directive due to disagreement adjustment to the Contract Time and/or Contract Sum. To the extent Contractor and Owner cannot reach an agreement as to the terms of a Construction Change Directive, Contractor may pursue a Notice of Claim as provided in the Dispute Resolution Section

ARTICLE 6 – INDEMNIFICATION

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Owner’s sovereign immunity. Contractor and Owner acknowledge and agree that the foregoing obligations comply in all respects to the requirements of Section 725.06 and 725.08, *Florida Statutes* and both Parties agree that neither Party shall challenge the Contractor’s indemnification obligations on the grounds that the terms of Section 725.06 and 725.08, *Florida Statutes*, have not been satisfied. Contractor and Owner expressly agree that they will not claim, and waive any claim, that this article violates section 725.06 and 725.08, *Florida Statutes*, or is unenforceable pursuant to section 725.06 and 725.08, *Florida Statutes*. Contractor’s obligation to indemnify and hold harmless shall not be limited by the amount of any insurance required to be obtained or maintained under the Agreement. Contractor’s obligations under this Section shall not be construed to negate or reduce other rights of indemnity that would otherwise exist at as to a party or person described in this Section. Contractor’s obligations under this Section shall not be limited by the amount or type of benefits available or paid under worker’s compensation, disability, or employee benefit acts.
- 6.2 Contractor shall pay all royalties and license fees associated with the Design Services and Contractor acknowledges that such costs are included in the Design Fee. To the fullest extent permitted by law, Contractor shall indemnify and hold Owner harmless from any suits or claims related to infringement of copyright and patent rights related to Contractor’s Services, including but not limited to claims regarding the Construction Documents.

ARTICLE 7 – INSURANCE & BONDS

- 7.1 Prior to commencing any Services, Contractor shall procure and maintain at Contractor’s sole cost and expense, the following insurance coverage and limits. Contractor shall maintain the insurance coverage through the expiration of the Maintenance Period (as defined in Article 7), except the professional liability insurance shall be maintained for no less than four (4) years after final payment for the Construction Services. Contractor shall maintain the following coverage:
- a. Commercial General Liability Insurance – Written on an occurrence form with policy limits of Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Four Million Dollars (\$4,000,000.00) aggregate for products-completed operations. The Commercial General Liability insurance shall include coverage for the following:

- i. Ongoing operations;
 - ii. Explosion, collapse and underground property damage hazard;
 - iii. Products/completed operations;
 - iv. Contractual indemnity obligations under this Agreement;
 - v. Independent contractors/subcontractors/contingent liability;
 - vi. Damages due to physical damage to and destruction of tangible property, including loss of use; and
 - vii. Damages due to bodily injury, sickness, disease, and death of any person.
- b. Automobile Liability Insurance – One Million Dollars (\$1,000,000.00) limit per accident for property damage, bodily injury, death. Coverage shall include:
 - i. Owned/Leased Vehicles;
 - ii. Non-Owned Vehicles; and
 - iii. Hired Vehicles
- c. Workers' Compensation at statutory limits.
- d. Employer's Liability Insurance – One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.
- e. Professional Liability Insurance – Written on a claims made basis with policy limits of Five Million Dollars (\$5,000,000) per claim and Ten Million Dollars (\$10,000,000.00) in the aggregate.
- f. Umbrella Liability Insurance – Written on an occurrence form with policy limits no less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.

Other Insurance Provisions

- g. Additional Insured
 - i. Owner, members of its Owner's Commission and committees, and Owner's officers, directors, agents, employees and volunteers are to be named as additional insureds on all of Contractor's insurance policies, except the professional liability policy, worker's compensation policy, and employer's liability policy. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
 - ii. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- h. Contractor, on behalf of itself, its insurer(s), and its Subcontractors, waives all rights of subrogation against Owner, members of its Owner's Commission and committees, and Owner's officers, directors, agents, employees and volunteers, for all losses, damages, or claims covered by insurance. Contractor will obtain all necessary policy endorsements to

give effect to this waiver.

- i. Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Owner in accordance with this Agreement. If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, it shall be deemed a material breach of contract. Owner, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Owner may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, Owner may deduct from sums due to Contractor any premium costs advanced by Owner for such insurance.

7.2 **Deductibles.** Any deductibles must be declared to and approved by Owner. At the option of Owner, the insurer shall reduce or eliminate such deductibles.

7.3 **Acceptability of Insurers.** All insurance companies shall be authorized to issue insurance in Florida and shall have an A. M. Best Company rating of not less than A-, VII.

7.4 **Subcontractors.** Contractor shall ensure each Subcontractor (as defined herein) procures the insurance required by this Article (with professional liability insurance only required for subconsultants providing professional services). Contractor shall not commence the Services under this Contract until it has obtained all insurance required under this Article and such insurance has been verified by Owner. Contractor shall not commence Construction Services prior to obtaining the bonds required under this Article.

7.5 **Verification of Coverage.** Prior to commencing Services, Contractor shall furnish Owner with certificates of insurance and original endorsements affecting coverage required by this Article. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- a. Required insurance shall be documented in Certificates of Insurance which provide Owner shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to Owner at least 15 days prior to coverage renewals. The certificate of insurance shall state coverage for additional insureds as provided by this Article.
- b. For commercial general liability coverage and professional liability coverage, Contractor shall, at the option of Owner, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.
- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by Owner, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.
- d. Contractor's maintenance of the insurance policies required hereunder shall not in any way limit or reduce Contractor's liability under this Contract.

7.6 Not Used.

7.7 **Bonds.**

a. **Payment and Performance Bond.**

Contractor shall furnish payment and performance bonds for the Project. Bonds may be obtained through the Contractor's usual source, but such source and the bond forms shall be subject to approval of Owner. The cost of the Bonds shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The bonds shall comply with Florida law, including but in no way limited to *Florida Statutes* 255.05; however, a "conditional" payment bond shall not be acceptable. Proper Power of Attorney shall accompany said bonds. Completed bonds shall be delivered to the Owner. Contractor shall record the bonds in the public records of the County where the Project is located.

b. **Maintenance and Warranty Bond.**

Contractor shall furnish a maintenance and warranty bond for the Project. The maintenance and warranty bond shall guarantee Contractor's performance of the Maintenance Services and the obligations under Section 14.3. The maintenance and warranty bond must be issued by the same surety company that issues the performance bond. The warranty bond must be in a bond amount of **Five Percent (5%)** of the Construction Fee. The warranty bond shall commence on the day after Substantial Completion and shall be maintained for a period of **Four Hundred Thirty (430) days**.

ARTICLE 8 - OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 8.1 "ECRC Design Documents" shall mean any and all documents prepared by Owner's staff, or by any entity, including any contractors, engineers, design professionals engaged by Owner relating to design or construction of the Project, including but not limited to prints, Mylar's, plans, tracings, drawings, design data, details, design premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, and technical provisions. All ECRC Design Documents shall be and remain the property of Owner, and the Owner shall retain all common law, statutory and other reserved rights, including the copyright. ECRC Design Documents shall not to be used by the Contractor for work on any other project or be provided to third parties unassociated with this Project and shall be returned to the Owner at the conclusion or termination of this Agreement
- 8.2 All drawings, specifications, Design Deliverables, and other documents furnished by the Contractor or its Subcontractors, including those in electronic form, are referred to herein as "**Design Documents**." All Design Documents, including those in electronic form, are the sole and exclusive property of Owner from inception, and shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Design Documents. Contractor shall furnish Owner with such reproductions of any Design Documents as the Owner may request at any time. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Contractor's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Design Documents. In the event that the Design Documents are held not to be "works made for hire", then Contractor agrees that all Design Documents, whether in final form or draft, which result from any Services performed by Contractor (or by Subcontractors) under this Agreement, are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Contractor further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Contractor's Subcontractors, (which includes consultants and Contractor's engineer) to execute and furnish, in favor of Owner, separate assignment documents from time to time as requested by Owner. This Section shall survive

any termination or expiration of this Agreement. Contractor shall be entitled to retain copies of the Design Documents for the Contractor's use and records. Owner shall be free to use the Design Documents for completion, renovation, additions, and expansion of the Project and to use the design concepts of the Design Documents on other projects. Contractor shall have no liability for the Owner's reuse of such documents unless Contractor is retained. Contractor shall require language in each of its contracts with Subcontractors providing for Owner's ownership of all Design Documents. Notwithstanding any provision contained above or anywhere in this Agreement to the contrary, Contractor shall retain the rights to use standard details, specifications or other design materials generated and authored by the Contractor for its repeated, regular and ongoing use in plans, specifications, reports or other design documents for its clients.

- 8.3 Any information that is not in the public domain but is deemed by Owner to be confidential shall be kept confidential by the Contractor and Contractor shall not disclose any confidential information without Owner's written consent.

ARTICLE 9 – TERMINATION OR SUSPENSION OF PROJECT

- 9.1 **Termination for Convenience.** Owner may terminate Contractor at any time for its convenience and without Cause. In the event Owner desires to terminate Contractor for convenience, Owner shall send written notice to Contractor to the address in Section 15.2, which shall state Contractor is being terminated for convenience and shall state the effective date of the termination. Contractor shall cease all Services as of the effective date of termination. In the event of a termination for convenience, Owner shall pay Contractor for all Services properly performed as of the effective date of termination, as determined by Owner in its sole discretion. Owner's sole obligation in the event of a termination for convenience is payment for Services properly performed as of the effective date of termination and Contractor waives its right to pursue Owner for any type of damages, including but not limited to direct damages, indirect damages, special damages or consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of business, loss of profits or revenue, loss of productivity, or loss of opportunity associated with termination.
- 9.2 **Termination for Cause.** Owner may terminate Contractor for Cause at any time. "Cause" is defined as the following:
- a. Contractor materially breaches this Contract;
 - b. Contractor fails to supply enough workers to complete Contractor's Services;
 - c. Contractor fails to supply proper materials;
 - d. Contractor performs Services that are not in accordance with this Contract, Owner's Program, or the approved Construction Documents;
 - e. Contractor fails to make payments to Subcontractors as required by this Contract and the Laws;
 - f. Contractor fails to comply with applicable Laws;
 - g. Contractor fails to comply with the Grant Agreement;
 - h. Contractor is adjudged bankrupt, or Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Subcontractor's insolvency;
 - i. Contractor assigns, transfers, or delegates any of its rights under this Contract without Owner's written consent;
 - j. Contractor fails to maintain its licensure or certifications required to be maintained under this Contract to perform the Services; or
 - k. Contractor fails to maintain the insurance coverage and minimum limits specified under this Contract.
- 9.3 In the event Owner seeks to terminate Contractor for Cause, Owner shall send written notice to

Contractor to the address in Section 15.2 and shall identify the reason for the termination for Cause and the effective date of the termination. Contractor shall cease all Services as of the effective date of the termination. In the event of a termination for Cause, Contractor shall not be entitled to further payment from Owner and Owner shall be entitled to withhold any amounts due (“**Withheld Termination Payment**”). Owner shall be entitled to hire other contractors (or consultants, as applicable) to complete Contractor’s Services (“**Replacement Contractor for Termination**”). If Owner’s total costs, expenses, and damages incurred as a result of Contractor’s termination for Cause, including but not limited to the costs for Replacement Contractors for Termination, acceleration or overtime costs, or additional design professional costs incurred as a result of the termination, exceed Contractor’s unpaid Contract Sum, then Contractor shall pay the difference to Owner. If the unpaid balance of the Contract Sum exceeds Owner’s total costs, expenses, and damages incurred as a result of Contractor’s termination for Cause, including but not limited to the costs for Replacement Contractors for Termination, acceleration or overtime costs, or additional design professional costs incurred as a result of the termination, then Owner shall pay Contractor the Withheld Termination Payment. Contractor waives any right it may have to seek any type of damages from Owner in connection with a termination for Cause, including but not limited to direct damages, indirect damages, special damages or consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of business, loss of profits or revenue, loss of productivity, or loss of opportunity. In the event a court of competent jurisdiction determines Contractor’s termination for Cause was wrongful, then the termination shall be deemed as a termination for convenience.

- 9.4 In the event of a termination under this Article, if requested by Owner, Contractor shall assign all contracts with Subcontractors to Owner.
- 9.5 If Owner terminates Contractor during the Design Phase, all Design Documents in draft form or works in progress shall be provided to the Owner for the Owner’s use. Owner releases Contractor from any liability associated with Owner’s reuse of Design Documents.
- 9.6 At any time, Owner may suspend Contractor’s performance of the Services for a period of time as the Owner may determine. In the event of a suspension under this Section, the Contract Time shall be adjusted for the length of the suspension. To the extent Contractor actually incurs additional extended general conditions during the suspension, Owner shall adjust the Contract Sum by the amount of additional extended general conditions that Contractor actually incurs and provides sufficient substantiating documentation evidencing such costs.
- 9.7 For avoidance of doubt, in the event of a termination for cause or for convenience or a suspension, Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Services not yet performed.
- 9.8 Unless Owner terminates Contractor or suspends the Services, Contractor shall not be entitled to stop performing the Services for any reason. To the extent Contractor stops performing the Services, it shall be considered a material breach of the Contract and Owner shall be entitled to recover any resulting damages incurred from Contractor.

ARTICLE 10 - GENERAL PROVISIONS

- 10.1 Contractor shall preserve all documents pertaining to the Project for five (5) years after Owner’s final payment to Contractor. During such period of time, Contractor shall retain and maintain all records and make such records available as may be requested by Owner. Owner may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of

Contractor which include, but are not limited to, papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation.

ARTICLE 11 – DELAYS

11.1 If Contractor is delayed at any time in the commencement or progress of the Construction Services by (1) an act or omission of the Owner; (2) changes ordered in the Construction Services; (3) unusual, extraordinary adverse weather conditions not reasonably anticipatable; (4) any delay or directive to stop Construction Services from the Authority Having Jurisdiction (provided such delay or directive was not caused by the Contractor or a Subcontractor); (5) an act or omission of a Separate Contractor; or (6) other causes outside of Contractor's control that the Owner determines justify delay ("**Excusable Delay**"), then the Construction Contract Time shall be extended for such reasonable time as the Owner may determine; however, in no event shall the Owner adjust the Contract Sum as a result of an Excusable Delay. It is the express and bargained for intent of the Parties that the risk of any monetary damages caused by any Excusable Delay or any other delays from any other cause are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in the Contract Sum be made or recognized. Contractor's sole remedy for any delay, impact, disruption, or interruption caused by any of the reasons listed in this Section shall be an extension of the Contract Time only and Contractor waives any right it may have to seek monetary damages or costs as a result of a delay, including but not limited to a claim for extended general conditions, unless the a delay was caused by acts constituting intentional interference by Owner with Contractor's performance of the Construction Services, and, to the extent that such acts of intentional interference by the Owner continue after Contractor's written notice to Owner of such interference. The Owner's exercise of any of its rights under the Agreement, including, without limitation, its rights pertaining to changes in the Construction Services, regardless of the extent or number of such changes, or the Owner's exercise of any of its remedies of suspension of the Construction Services, or requirement of correction or re-execution of any defective Construction Services, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Construction Services.

- a. Extensions of time due to unusual, extraordinary adverse weather conditions not reasonably anticipatable will be granted only if such inclement weather (1) prevents the execution of the major or critical item of the Construction Services; and (2) such inclement weather exceeds by twice that normally recorded by the National Weather Bureau for the same month and location on a 20-year average basis.
 - b. If a Contractor caused delay runs concurrent with an Excusable Delay, Contractor shall not be entitled to any extension of the Contract Time.
 - c. Extensions of time will be granted only if the item, task, or other phase of construction delayed is critical to the Construction Services and so indicated in the Contractor's schedule.
 - d. Within three days of Contractor's discovery of the Excusable Delay (or when Contractor reasonably should have known of the existence of the Excusable Delay), Contractor shall provide written notice to Owner requesting an extension of Contract Time and the request shall describe in detail the event that has purportedly delayed the Project, supporting data, and how the delay has interrupted the critical path of the Project. Contractor's failure to strictly comply with the notice provisions in this Section shall constitute a waiver of Contractor's right to an extension of the Contract Time. Contractor shall immediately take all steps reasonably possible to minimize the adverse impact of an Excusable Delay.
 - e. To the extent Contractor disagrees with Owner's determination regarding an Excusable Delay, Contractor may pursue the claim process described in the Dispute Resolution article.
- 11.2 Contractor shall not be entitled to any extension of the Contract Time or adjustment of the Contract

Sum for Contractor caused delays.

ARTICLE 12 - LIQUIDATED DAMAGES

- 12.1 **Liquidated Damages.** Owner and Contractor agree that time is of the essence as to the obligations under this Contract. If the Contractor fails to achieve Substantial Completion by the time set forth in Section 2.3(a)(ii), then the Contractor agrees to pay the Owner, as liquidated damages, a sum of **One Thousand Dollars (\$1,000.00)** per calendar day until Contractor actually achieves Substantial Completion. Owner and Contractor agree that the foregoing amount is a reasonable measure of the damages that the Owner will sustain from the Contractor's failure to achieve Substantial Completion and that the foregoing amount does not constitute a penalty. Contractor acknowledges and agrees that its failure to timely achieve Substantial Completion will cause loss and damages to the Owner which are difficult and impracticable to ascertain. Owner and Contractor recognize the delays, expenses, and difficulties involved in proving in a judicial proceeding the actual loss suffered by the Owner if the Contractor fails to achieve Substantial Completion by the time set forth herein and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay but not as a penalty. Owner may deduct the liquidated damages prescribed herein from any unpaid amounts then or thereafter due to the Contractor. Any liquidated damages not so deducted shall be payable to the Owner by the Contractor (or its surety) upon demand by the Owner plus two percent (2%) interest per month. It is further mutually understood and agreed that the Owner's assessment of liquidated damages for delays is intended to compensate the Owner solely for Contractor's failure to timely achieve Substantial Completion and shall not release the Contractor from liability for any other breach of the requirements of the Contract. If the liquidated damages set forth in the Contract are determined by a court of competent jurisdiction to be unenforceable for any reason, then the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to timely achieve Substantial Completion. Owner's right to liquidated damages hereunder is self-executing and no claim or notice by the Owner is required as a condition precedent to the Owner's right to offset liquidated damages from amounts otherwise due to the Contractor or to otherwise pursue recovery of liquidated damages.

ARTICLE 13 – DISPUTE RESOLUTION

- 13.1 **Applicable Law.** This Contract shall be governed by and construed in accordance with Florida law.
- 13.2 **Disputes Between Owner and Contractor.** In the event a dispute arises between Owner and Contractor regarding the terms and obligations of this Contract, then it shall be resolved as follows:
- a. The Party asserting a dispute exists shall deliver written notice to the other Party and shall describe the nature of the purported dispute ("**Notice of Claim**"). Within seven (7) days of receipt of the Notice of Claim, representatives from both Parties shall confer to schedule an in-person meeting of senior officer level representatives, to occur as soon as reasonably possible, to attempt to resolve the dispute described in the Notice of Claim.
 - b. If the matter is not resolved within fourteen (14) days of receipt of the Notice of Claim, then either Party may request non-binding mediation in writing, delivered to other Party at the designated address specified herein. Both Parties acknowledge and agree that non-binding mediation is a condition precedent to initiation of litigation. Owner and Contractor shall mutually agree on a mediator to conduct the mediation. The mediation shall be conducted in the county where the Project is located, unless the Parties agree to conduct it in a different location. The Parties shall share the mediator's fee equally. All communications related to mediation or disclosed during the mediation shall be kept confidential and shall not be admissible in any subsequent proceeding.

- 13.3 In the event non-binding mediation is unsuccessful, the method of dispute resolution shall be litigation in the courts of the Florida with venue in Escambia County.
- 13.4 **Joinder.** Contractor consents to Owner joining Contractor in any dispute resolution proceeding, including arbitration or litigation proceedings, which Owner becomes a party and relates to the Project, including, without limitation: (a) any dispute regarding Project-related agreements; (b) administrative proceedings; or (c) any other dispute resolution proceeding regarding the Project and involving third parties. In the event Owner joins Contractor in an action under this Section, Contractor hereby waives any objection it may have to an inconvenient venue or personal jurisdiction.

ARTICLE 14 – CORRECTION OF THE CONSTRUCTION SERVICES

- 14.1 Contractor shall correct the Construction Services as provided in this Article.
- 14.2 **Prior to Substantial Completion.** If, prior to achieving Substantial Completion, Owner identifies Construction Services that are not compliant with the Owner's Program, the Laws, the approved Construction Documents, or this Agreement (collectively "**Defective Work**"), then Contractor shall promptly correct the Defective Work and the costs of correcting Defective Work, including costs for additional testing and inspections with the authority having jurisdiction, shall be at Contractor's sole expense. Owner is entitled to withhold approval of payment to Contractor until the Defective Work is corrected such that it is compliant with the approved Construction Documents, the Owner's Program, this Agreement, and the Laws.
- 14.3 **After Substantial Completion.** In addition to the obligations under this Contract, including but not limited to Section 4.2(a), if, within **Four Hundred and Thirty (430) days** from the date Substantial Completion is achieved, Owner discovers Defective Work, then Owner shall notify Contractor in writing of such Defective Work and in such notice shall specify a deadline by which Contractor must correct the Defective Work. Contractor shall correct the Defective Work within the time period specified in the Owner's notice. The costs of correcting Defective Work, including costs for additional testing and inspections if any, shall be at Contractor's sole expense. In the event Contractor fails to correct the Defective Work by the deadline specified in the notice or as mutually agreed to with Owner, then Owner shall be entitled to engage a replacement contractor to correct Contractor's Defective Work. Owner shall be entitled to recover from Contractor all costs and expenses incurred by Owner to correct Contractor's Defective Work, including but not limited to costs for engaging replacement contractor(s) to correct the Defective Work, materials, equipment, and labor associated with correcting Defective Work, engineering or design costs required to correct the Defective Work, and attorneys' fees and costs incurred as a result. Owner is entitled to pursue Contractor for all costs and expenses and shall be entitled to recover its attorneys' fees and court costs incurred as a result of pursuing Contractor for any amounts due under this Section.
- 14.4 Nothing contained in this "Correction of the Construction Services" section shall be construed to establish a period of limitations with respect to Contractor's obligations under this Agreement and the correction period relates only to Contractor's obligation to correct the Work and shall not otherwise limit or affect any other rights the Owner has under this Agreement or at common law. This correction period shall not be construed as replacing or limiting Owner's legal recourse in any way, including but not limited to breach of contract or breach of warranty claims.

ARTICLE 15 - OWNER'S REPRESENTATIVE AND AUTHORITY

- 15.1 **Designated Representatives.** Owner and Contractor identify the following representatives that are authorized to act on that Party's behalf.

As to the Owner: Emerald Coast Regional Council Attention: Ada Clark PO Box 11399, Pensacola, Fl. 32524	As to the Contractor: Name of Representative and Contact Information
---	--

15.2 **Notices.** All notices to any Party in connection with this Contract shall be delivered by certified mail to the following individuals at the addresses below. Any change to the addressees below shall be communicated in writing to the other Party.

As to the Owner: Emerald Coast Regional Council Attention: Ada Clark PO Box 11399, Pensacola, Fl. 32524	As to the Contractor: Input Contact Information
---	---

Owner's Representative may assign Project Inspector(s) or CEI who shall serve to assist the Owner's Representative in determining if the Services performed and the materials used meet the Owner's Program and this Contract. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the Services if in his opinion the work is not proceeding according to the requirements of the Owner's Program or the signed and sealed drawings prepared by the Contractor.

ARTICLE 16 – OWNER'S GRANT AGREEMENT

NOTICE TO CONTRACTOR REGARDING FEDERAL FUNDING

Owner represents that property and services in connection with this Contract will be procured using funds derived from the **"Grant Agreement Under The Fiscal Year 2024 Safe Streets and Roads For All Grant Program, Award Number 693JJ32640359"** (the "Grant Agreement", attached as Exhibit 2). Owner and Contractor further agree to incorporate the entirety of the Grant Agreement, including any attachments, exhibits, or appendixes of the Grant Agreement into this Contract, giving full effect to the terms and provisions of the Grant Agreement and its attachments, exhibits, and appendixes. The Contractor shall incorporate all applicable provisions within this Article 17 of the Contract and the Grant Agreement to all covered transactions, including all tiers of subcontracts and subawards, and all procurements of materials and leases of equipment. Contractor further agrees to ensure, to the extent applicable, that all subcontractors, subaward recipients, and suppliers are compliant with the provisions of this Article 17 and the Grant Agreement.

16.1 General Terms

Contractor agrees and acknowledges that they have knowledge of the **General Terms and Conditions** as they are written in the Grant Agreement. The Contractor further agrees that they are required to comply with all applicable Federal laws and regulations, including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

16.2 Davis-Bacon Act

- a. In accordance with the Grant Agreement and 2 CFR part 200, Appendix II, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C §§ 3141-3144 and 3146-

3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)

- b. In accordance with this Contract, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Furthermore, Contractor must be required to pay wages not less than once a week. Davis Bacon Wage Determination for the Project is attached as **Exhibit 12.**

16.3 Termination for Cause and For Convenience

- a. In accordance with the Grant Agreement and 2 CFR part 200, Appendix II, this Contract allows for both termination by cause and by convenience by Owner, as further described in Contract section discussing termination.

16.4 Equal Employment Opportunity.

DURING THE PERFORMANCE OF THIS CONTRACT, the CONTRACTOR AGREES

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

16.5 Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

- a. The Contractor agrees that, pursuant to Executive Order 14173, the Contractor certifies that they do not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.

16.6 Required Assurances Regarding Title VI.

The Contractor agrees as follows to the following language.

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.

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, including any amendments thereto.

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.

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.

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.

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 interest of the United States.

Contractor further agrees to the following.

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, including any amendments thereto.
- 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);
- 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).

16.7 Contract Work Hours and Safety Standards Act

Contractor agrees as follows.

- a. Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

16.8 Rights to Inventions Made Under Agreement

- a. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Contractor, or subaward recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor or subaward recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

16.9 Debarment and Suspension

- a. Contractor certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

16.10 Required Assurances Regarding Debarment

- a. The Contractor agrees that for all tiers of subcontracts and subawards, Contractor shall require System for Award Management Checks, and Debarment and Suspension Certifications, as required by Grant Agreement. The Contractor further agrees to place the following language in all subcontracts, subawards, and other covered transactions:

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 made

then 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.

16.11 Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq, and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251-1387 and 40 CFR Part 15.
- b. Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- c. The Contractor agrees to include these requirements in each applicable sub-contract.

16.12 Certifications Regarding Lobbying

- a. Contractor makes statements in the following certifications, which are incorporated by reference to this Contract:
 - i. Appendix A to 49 CFR part 20
- b. The Contractor agrees to incorporate, as applicable, this certification in applicable covered transactions, including subcontracts and subawards, and all procurements of materials and leases of equipment.

16.13 Federal Reporting Requirements.

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Contractor agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

16.14 Monitoring and Record Retention.

- a. The Owner shall monitor the activities of Contractor under this Contract, in a manner that ensures that the activities are in compliance with this Contract and Grant Agreement and further ensure that the funds provided under Grant Agreement are not expended on costs not allowable under Grant Agreement. Contractor agrees to monitor activities of subaward recipients, in a manner that is compliant with 2 CFR 200.332(e).
- b. The Contractor agrees to follow the terms within Grant Agreement regarding compliance with Financial Records and Audits, including, but not limited to:
 - i. Keeping accounts and records described in Grant Agreement in a financial management system that meets requirements of 2 CFR 200.302-200.307, 2 CFR partn 200, subpart F, and title 23, United States Code, and facilitating an effective audit in accordance with 31 U.S.C 7501-7506.

16.15 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Contractor agrees to refrain from procuring or obtaining certain telecommunications and video surveillance services or equipment under this Contract, and further agree to prohibit any subaward recipients, subcontractors, or suppliers from doing the same, in accordance with Section 889 of Pub. L. No. 115-232. 2 CFR 200.216 and 2 CFR 200.471.

16.16 Modification of Grant Agreement.

- a. The Grant Agreement is unilaterally subject to modification by the United States Department of Transportation (USDOT). In the case the USDOT modifies the Grant Agreement, those modifications shall be incorporated into this Contract.

16.17 Owner's Remedies for Non-Compliance.

- a. In addition to any of the remedies described elsewhere in the Contract, if the Contractor materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, or the Grant Agreement the Owner may take one or more of the following actions.
 - i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate this Contract.
 - iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Owner shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this Contract..

ARTICLE 17 – MISCELLANEOUS PROVISIONS

- 17.1 **Severability.** If any part of this Agreement is found by court of competent jurisdiction to be void or unenforceable, all other provisions of this Agreement, including the remaining portion of provision, shall nevertheless remain in full force and effect.
- 17.2 **Amendment.** No change, amendment, or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is made in writing and duly executed by both Parties.
- 17.3 **Assignment.** Contractor shall not sell, assign, transfer, or in any way encumber its share of rights, obligations, and interests arising out of this Agreement without the written consent of the Owner.
- 17.4 **Limit on Subcontracting.** Contractor shall not subcontract more than fifty percent (50%) of the Construction Fee to Subcontractors. Contractor must self-perform at least fifty percent (50%) of the Construction Fee.
- 17.5 **Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor of Owner and is not an employee or agent of Owner. No Party is authorized to act, or to make commitments, representations, warranties, or agreements on behalf of the other, and the Parties each agree not to hold themselves out as having such authority. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, consortium, or formal business entity of any kind between Owner and Contractor. Contractor does not have the authority to bind Owner in any promise, agreement, or representation.
- 17.6 **Cumulative Remedies.** Owner's rights and remedies under this Contract, or as otherwise available at law or equity, shall be cumulative and non-exclusive. Owner's exercise or failure to exercise any right or remedy shall not constitute a waiver with respect to any other right or remedy.
- 17.7 **Authority.** Contractor represents to Owner that it has the legal authority to enter into this Contract and that the signatory to this Contract is legally authorized to bind the Contractor to the terms of this Contract.
- 17.8 **Integration.** This Contract represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings, correspondence, or agreements, written or oral, made between the Parties prior to the date of this Contract.
- 17.9 **Effective Date.** The Effective Date of this Contract shall be the date of the last signature hereto.
- 17.10 **Counterparts.** This Contract may be executed in one or more counterparts. Any single counterpart

or combination of counterparts executed by all Parties to this Contract will constitute a full, complete and binding Contract. Counterparts may be executed and delivered in original form, via electronic scan or PDF file type.

- 17.11 **Electronic Signatures.** The Parties agree that this Contract and any amendments may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.
- 17.12 **Headings.** Article and section headings are for convenience and reference only and in no way define, limit, or alter the scope or intent of the Contract or its terms.
- 17.13 **Prohibition against Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
- 17.14 Not Used.
- 17.15 **Construing of this Contract.** This Contract shall not be construed more strongly against any Party hereto regardless of who was responsible for its preparation.
- 17.16 **Sovereign Immunity.** Owner's limits of liability are set forth in Section 768.28, *Florida Statutes*, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28, *Florida Statutes*. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28, *Florida Statutes*, or common law. Nothing herein shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Owner's obligations under this Contract are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28, *Florida Statutes*, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
- 17.17 **No Intended or Unintended Third-Party Beneficiaries.** There are no intended or unintended third-party beneficiaries of this Contract, and no parties other than the Owner and the Contractor shall have the right to enforce this Contract.
- 17.18 **Discrimination Prohibited.** Contractor shall not discriminate against any employee or applicant for employment because of race, gender, national origin, disability, or religion. Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, gender, national origin, disability, or religion. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.
- 17.19 **Harassment-Free Workplace.** Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Contractor shall insert a similar provision in accordance with this Section, in all subcontracts for this Project.
- 17.20 **ADA.** Contractor shall comply with the Americans with Disabilities Act for all Services to be performed by Contractor under this Contract.
- 17.21 **Public Entity Crimes/Convicted Vendor List.** Contractor affirms it has reviewed Section 287.133, *Florida Statutes*. Contractor acknowledges that Section 287.133(2)(a), *Florida Statutes*, prohibits a person (as defined by Section 287.133(1)(e), *Florida Statutes*) or affiliate (as defined by Section 287.133(1)(a), *Florida Statutes*) who has been placed on the convicted vendor list (as defined by Section 287.133(1)(c), *Florida Statutes*) following a conviction (as defined by Section 287.133(1)(b), *Florida Statutes*) for a public entity crime (as defined by Section 287.133(1)(g), *Florida Statutes*) from submitting a bid, proposal, or reply on a contract with a public entity (as defined by Section 287.133(1)(f), *Florida Statutes*): (1) to provide any goods or services to the public entity; (2) for the construction or repair of a public building or public work; or (3) for leases of real property to a public entity. Contractor acknowledges that Section 287.133(2)(a), *Florida Statutes*, also provides a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

crime may not be awarded work or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity. Contractor acknowledges that Section 287.133(2)(a), *Florida Statutes*, also provides a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor affirms that at no time has Contractor been convicted of a “public entity crime” or placed on the “convicted vendor list,” as those phrases are defined in Section 287.133, *Florida Statutes*. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by Owner for cause. Contractor shall execute “Contractor’s Affidavit as to Public Entity Crimes and Scrutinized Companies” attached as **Exhibit 7**.

17.22 **Scrutinized Companies List.** Contractor affirms that it has reviewed Section 287.135, *Florida Statutes*. Contractor acknowledges that Section 287.135(2)(a) provides a company or other entity is ineligible to and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity (as defined by Section 287.135(1)(d), *Florida Statutes*) for goods or services of: (1) one hundred thousand dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel as defined by Section 215.4725, *Florida Statutes*; or (2) one million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*, or is engaged in business operations in Cuba or Syria, as defined by Section 287.135(c), *Florida Statutes*. Contractor affirms that: (1) it is not on Scrutinized Companies or Other Entities that Boycott Israel List; (2) it is not engaged in a boycott of Israel; (3) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (4) it is not engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), *Florida Statutes*, if this Agreement is for goods or services of one million dollars or more, then Owner may terminate this Agreement for cause if: (1) the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*; (2) Contractor is placed on the Scrutinized Companies with Activities in Sudan List; (3) Contractor has been engaged in business operations in Cuba or Syria; or (4) Contractor has been placed on a list created pursuant to Section 215.473, *Florida Statutes*, relating to scrutinized active business operations in Iran. Pursuant to Section 287.135(3)(b), *Florida Statutes*, Owner may terminate this Agreement for cause if Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel. Contractor shall execute “Contractor’s Affidavit as to Public Entity Crimes and Scrutinized Companies” attached as **Exhibit 7**.

17.23 **No Human Trafficking.** Contractor affirms that Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Under penalty of perjury, Contractor shall execute and deliver the Nongovernmental Entity Human Trafficking Affidavit attached as **Exhibit 8**.

17.24 **Unauthorized Aliens.** Contractor shall not employ unauthorized aliens, as defined in Section 274A(e) of the Immigration and Nationalization Act. Contractor shall ensure Subcontractors do not employ unauthorized aliens, as defined by Section 274A(e) of the Immigration and Nationalization Act. The employment by Contractor or any of its Subcontractors of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be grounds for termination of this Contract for Cause.

17.25 **E-Verify.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, *Florida Statutes*, Contractor and its Subcontractors shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees.

Contractor shall complete the E-Verify Affidavit attached as **Exhibit 9**.

- a. Contractor shall expressly require any Subcontractors to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees.
- b. If Contractor enters into a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
- c. If Owner, Contractor, or a Subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, then that party shall terminate the contract with the person or entity.
- d. If Owner has a good faith belief that a Subcontractor of Contractor knowingly violated Section 448.09(1), *Florida Statutes*, or Section 448.095, *Florida Statutes*, but the Contractor otherwise complied, then Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the Subcontractor.
- e. A Contract terminated under Section 448.095, *Florida Statutes*, is not a breach of contract and may not be considered as such. If Owner terminates this Contract due to Contractor's failure to comply with Section 448.095, *Florida Statutes*, then Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Contractor acknowledges that Contractor is liable for any additional costs incurred by Owner as a result of the termination of a Contract due to failure to comply with this Section.
- f. Contractor shall insert the clauses set forth in this section in all contracts with Subcontractors. Contractor shall be responsible for ensuring Subcontractors or lower-tiered subcontractors comply with the provisions of this Section.
- g. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

17.26 Public Records. Contractor acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida. To the extent Contractor is acting on behalf of Owner as provided under Section 119.011(2), *Florida Statutes*, Contractor shall comply with all public records laws, specifically:

- a. Keep and maintain public records required by Owner to perform the services under this Contract.
- b. Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if the Contractor does not transfer the records to Owner.
- d. Upon completion of this Contract, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Dawn Schwartz, ECRC by email at, dawn.schwartz@ecrc.org or via mail, at P.O. Box 11399. Pensacola, FL 32524.

If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Section 119.10, *Florida Statutes*. Further, if Contractor fails to comply with the public records laws, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Contract for Cause in accordance with the terms hereof. Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor's failure to comply with the terms of this Section.

- 17.27 **Interests of Foreign Countries.** Contractor affirms it has reviewed Section 287.138, *Florida Statutes*. Contractor acknowledges that Section 287.138(2), *Florida Statutes*, provides a governmental entity (as defined by Section 287.138(1)(d), *Florida Statutes*) may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information (as defined by Florida Administrative Code 60A-1.020(2)(a)) if: (1) the entity is owned by a government of a foreign country of concern (as defined by Section 287.138(1)(c), *Florida Statutes*); (b) the government of a foreign country of concern has a controlling interest (as defined by Section 287.138(1)(a), *Florida Statutes*) in the entity; or (c) the entity is organized under the laws of or has its principal place of business (as defined by Florida Administrative Code 60A-1.020(2)(a)) in a foreign country of concern. In compliance with Section 287.138(4)(b), *Florida Statutes*, Contractor shall provide the Owner with an affidavit, attached hereto as **Exhibit 10**, signed by an officer or representative under penalty of perjury attesting that (a) the Contractor is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor; and (c) the Contractor is not organized under the laws of, or has its principal place of business in a foreign country of concern.
- 17.28 **US Produced Materials/Steel.** At all times, Contractor shall comply with Build America, Buy America Act (IIJA, div. G §§ 70901-27) and shall ensure all materials used in connection with the Project comply with Build America, Buy America Act (IIJA, div. G §§ 70901-27). Pursuant to Section 255.0993, *Florida Statutes*, Contractor confirms that any iron or steel products permanently incorporated into the Project (as defined by the Statute) shall be produced in the United States.
- 17.29 **Prohibition Against SPI.** Contractor confirms that Owner did not and has not considered any social, political, or ideological interests of Contractor nor given any preference to Contractor based upon such factors and that Contractor has been notified of the provisions of Section 287.05701, *Florida Statutes*, that prohibit such considerations in awarding this Contract.
- 17.30 **Conflict of Interest.** Contractor shall not engage in any action that would create a conflict of interest with any Owner employee. Contractor shall immediately report any potential conflicts of interest to Owner.
- 17.31 **Appropriated Funds.** All activities under or pursuant to this Contract are subject to the availability of appropriated funds. This Contract shall only be effective to the extent Owner is approved for and receives sufficient funding. In the event Owner is not able to secure sufficient funding for the Project or any part thereof, Owner is entitled to terminate the Agreement for convenience.
- 17.32 **No Lobbying.** Contractor shall not use any funds received pursuant to this Contract for lobbying the

Florida Legislature, the judicial branch, or any state agency.

- 17.33 **Prohibited Gratuities.** Contractor shall not offer or give a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Owner.
- 17.34 **No Individual Liability.** No covenant or agreement contained in this Contract shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Contract, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. Further, Contractor waives and releases any and all claims of any kind against the individual officers, agents, employees, and representatives of the Owner.
- 17.35 **Chapter 558 Waiver.** The provisions of Florida Statute Chapter 558 are waived by both parties and shall not be applicable to this Agreement.
- 17.36 **Section 20.055(5).** The Parties agree to comply with Section 20.055(5), *Florida Statutes*, and to incorporate in all subcontracts, the obligation to comply with Section 20.055(5), *Florida Statutes*.
- 17.37 Contractor shall not pledge the Owner's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 17.38 Contractor shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.
- 17.39 **Conflicts.** Contractor hereby certifies that it will completely disclose to the Owner all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Contractor and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Contractor in a manner consistent with the best interests of the Owner. Failure to abide by this section shall result in the immediate termination of this Agreement.
- 17.40 By the execution of this Agreement, the Contractor represents and warrants to the Owner the following:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color or national origin. The Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. The Contractor agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
 - c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the firm is an Equal Opportunity Employer.
 - d. In the event that the Contractor does not comply with these assurances of nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.
- 17.41 The Contractor certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the Owner to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Contractor due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Contract.
- 17.42 **Drug-Free Workplace.** Contractor shall implement and meet the requirements for a drug-free workplace. Contractor shall execute the form attached as **Exhibit 11**.
- 17.43 Contractor shall complete the Non-Collusion and Debarment Affidavit attached as **Exhibit 13**.
- 17.44 Contractor shall complete the Certification for Disclosure of Lobbying Activities attached as **Exhibit**

14.

ARTICLE 18 – FORMS AND ATTACHMENTS

The following attachments are hereby incorporated as part of the Contract:

Exhibit 1 – Design Criteria Package

Exhibit 2 - Grant Agreement

Exhibit 3 - Owner’s Specifications and Drawings of Existing Systems

Exhibit 4 - Emerald Coast Regional Council Safe Streets and Road for All (SS4A) Planning and Demonstration Support, dated April 2026

Exhibit 5 - Contractor’s Technical Proposal

Exhibit 6 – Plans and Drawings of the Work To Be Performed by the Separate Contractors

Exhibit 7 – Contractor’s Affidavit as to Public Entity Crimes and Scrutinized Companies

Exhibit 8 - Nongovernmental Entity Human Trafficking Affidavit

Exhibit 9 – E-Verify Affidavit

Exhibit 10 – Foreign Country of Concern Affidavit

Exhibit 11 – Drug-Free Workplace

Exhibit 12 – Davis Bacon Wage Determination

Exhibit 13 – Non-Collusion and Debarment Affidavit

Exhibit 14 – Certification for Disclosure of Lobbying Activities

EMERALD COAST REGIONAL COUNCIL:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR NAME:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR WITNESSES (2 REQUIRED)

Witness: _____

Name

Signature

Date

Witness: _____

Name

Signature

Date

Exhibit 1 – Design Criteria Package

DRAFT

Exhibit 2 - Grant Agreement

DRAFT

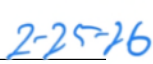
1. **Federal Award No.**
693JJ32640359
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
West Florida Regional Planning Council
418 East Gregory St., Ste 100
Pensacola, FL 32502
Unique Entity Id.: KD24W4G8LP36
TIN No.: 5905000582
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – 30 months
7. **Total Amount**
Federal Share: \$10,000,000.00
Recipient Share: \$2,500,000.00
Other Federal Funds: \$0
Other Funds: \$0
Total: \$12,500,000.00
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
10. **Procurement Request No.**
HSA250208PR
11. **Federal Funds Obligated**
Base Phase: Pre-NEPA: \$300,000.00
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.4
1010.61006600

14. Description of the Project

This award will be used by Emerald Coast Regional Council to deploy innovative technological improvements and evaluate the safety impact of Intelligent Transportation System (ITS) technological improvements on two of Pensacola’s high cash rate segments. The safety benefits of the ITS improvements will be monitored to determine if the ITS infrastructure would provide significant benefit to other urban areas within Pensacola and the ECRC region, more broadly. This will be a phased agreement.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Kandase Lee
Title: CEO

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

RYAN JOSEPH
BUCK


Signature Date
Name: Ryan Buck
Title: Agreement Officer

Digitally signed by RYAN
JOSEPH BUCK
Date: 2026.03.02 10:03:20 -05'00'

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the West Florida Regional Planning Council (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the SS4A Demonstration Grant for Intelligent Transportation System Safety Infrastructure Improvements on SS4A Priority Segments in Escambia County.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("**SS4A**") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: SS4A Demonstration Grant for Intelligent Transportation System Safety Infrastructure Improvements on SS4A Priority Segments in Escambia County.

Application Date: May 16, 2024

2.2 Award Amount.

SS4A Grant Amount: \$10,000,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	\$300,000.00	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Phase 1: Design of Demonstration Activities	\$900,000.00	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Phase 2: Construction of Demonstration Activities	\$ 8,800,000.00	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of a Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award -July 15, 2028

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The Emerald Coast Regional Council (ECRC) in partnership with the Florida Department of Transportation (FDOT) and Escambia County Florida, aims to alleviate high crashes and fatalities along Fairfield Drive and SR 95 (Pensacola Blvd). This project will also evaluate how advanced intelligent transportation technologies can reduce crash risk and improve safety, while also enhancing traffic flow and efficiency for travelers. These corridors are among the region's highest for severe and nighttime crashes and fatalities. This project integrates the infrastructure into a prototype AI-based safety analytics system with connected vehicle communications, a digital twin model, and fiber optic connectivity to ultimately develop adaptive infrastructure that supports a unified, data-driven safety ecosystem while prioritizing drivers and vehicles along these corridors.

Along both of these high crash, high fatality corridors, the ECRC proposes to install upgraded state of the art traffic signal communications and video technology for detection of vehicles, vehicular movements, and pedestrians. The use of light detection and ranging (LiDAR) will be utilized in mid-block areas not covered by traffic signal detection systems along with smart adaptive infrastructure such as interactive street lighting, messaging boards, signal preemption devices for emergency responders, and other connected vehicle infrastructure that will be identified in the design phase.

The infrastructure deployed will then be routed into a state-of-the-art AI powered safety analytics platform which can then provide real-time data transmissions and risk monitoring. The connected vehicle deployment will allow for push notifications delivered via an app-based platform, eliminating the need for specialized vehicle hardware and integration. On the operations side, all of this data and information will be replicated and displayed in a digital twin corridor model that will integrate AI analytics, telemetry, and lighting data to simulate alternative signal operations, lane configurations, and other scenarios.

ECRC will issue a task order to one of its existing general planning consultants to undertake data analysis, to include baseline development and ongoing analysis. ECRC will procure the services of a design firm to identify the infrastructure, and ITS equipment required and will then procure the construction services and proceed to construction/installation of equipment through the procurement of a firm/contractor. In addition, ECRC will complete the NEPA evaluation and documentation phase utilizing in-kind services; however, such in-kind services will not count toward the funding match.

The project will be completed in three phases.

Base Phase: Pre-NEPA: Supplemental Planning Activities: 1- Data collection & mapping; 2 - Traffic & safety analysis; 3- Alternatives & recommendations report; 4- NEPA Evaluation; 5- Monitoring and reporting.

Option Phase 1: Design of Demonstration Activities: Design segments of the Intelligent Transportation System (ITS) infrastructure necessary to collect and analyze data from the priority segments identified in the application.

Option Phase 2: Construction of Demonstration Activities: Construction and installation of the ITS infrastructure identified through the design process.

3.2 Project’s Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	July 30, 2026
Planned Construction Substantial Completion and Open to Public Use Date:	July 28, 2027
Planned SS4A Final Report Date:	June 30, 2028

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	June 1, 2028
Planned SS4A Final Report Date:	June 30, 2028

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$10,000,000.00
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$2,500,000.00
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$12,500,000.00

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

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$120,827.00	\$0	\$120,827.00
Other architectural and engineering fees	\$1,200,000.00	\$0	\$1,200,000.00
Construction	\$3,913,030.00	\$0	\$3,913,030.00
Equipment	\$7,266,143.00	\$0	\$7,266,143.00
Project Total			\$12,500,000.00

(c) Indirect Costs

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

ARTICLE 4 CONTACT INFORMATION

4.1 Recipient Contact(s).

Kandase Lee
CEO
West Florida Regional Planning Council (dba Emerald Coast Regional Council)
418 E. Gregory St., Ste. 100
Pensacola, FL 32502
(850) 332-7976
kandase.lee@ecrc.org

4.2 Recipient Key Personnel.

Name	Title or Position
Jill Nobles	Planner III / Transportation

4.3 USDOT Project Contact(s).

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

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Florida Division
Agreement Officer’s Representative (AOR)
3500 Financial Plaza, Suite 400,
Tallahassee, Florida 32312
850-553-2200
Florida.FHWA@fhwa.dot.gov

and

Jose Jimenez
Florida Division Office Lead Point of Contact
Asset Management/Materials Engineer
3500 Financial Plaza, Suite 400,
Tallahassee, Florida 32312
850-553-2238
jose.jimenez@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

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

SUBAWARDS AND CONTRACTS APPROVAL

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

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

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

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the

ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Fairfield Drive from Mobile Highway to Texar Drive and Pensacola Boulevard from W. Street to Brent Lane, in Escambia County, Florida.

Baseline Measurement Date: November 28, 2025

Baseline Report Date: January 28, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative	Within 120 days after the end of the

Measure	Category and Description	Measurement Frequency and Reporting Deadline
	descriptions, testimonials, high-quality before and after photos, etc.)	period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

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

Scope: N/A

Schedule: N/A

Budget: N/A

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

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

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

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

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

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The proposed project will involve the employment of individuals that provide professional services and construction services. The planning and design services component of the project will employ transportation planners and traffic engineers, both of which are high skilled jobs with salaries above the area median income. Construction activities will meet the procurement requirements outlined in 2 CFR, and firms will be required to comply with the Davis-Bacon Act, which requires that workers be paid the area’s prevailing wages. Historically, area contractors have paid higher salaries than those required in the Davis-Bacon wage

determinations. Bidding documents will require contractors to allow workers the free and fair choice to join a union.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

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

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

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

The Recipient will work with our partner agencies/local governments to consider and address physical and cyber security and resilience in the project's planning, design, and oversight, as determined by the Department and the Department of Homeland Security.

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025
Revised: November 4, 2025

Table of Contents

Article 7 Purpose.....	6
7.1 Purpose.....	6
Article 8 USDOT Role.....	6
8.1 Division of USDOT Responsibilities.....	6
8.2 USDOT Program Contact.	7
Article 9 Recipient Role.....	7
9.1 Statements on the Project.....	7
9.2 Statements on Authority and Capacity.....	7
9.3 USDOT Reliance.	8
9.4 Project Delivery.	8
9.5 Rights and Powers Affecting the Project.	8
9.6 Notification of Changes to Key Personnel.....	9
Article 10 Award Amount, Obligation, and Time Periods	9
10.1 Federal Award Amount.....	9
10.2 Federal Obligations.	9
10.3 Budget Period.....	10
10.4 Period of Performance.	10
Article 11 Statement of Work, Schedule, and Budget Changes	11
11.1 Notification Requirement.....	11
11.2 Statement of Work Changes.	11
11.3 Schedule Changes.	11
11.4 Budget Changes.	11
11.5 USDOT Acceptance of Changes.....	12
Article 12 General Reporting Terms.....	12
12.1 Report Submission.	12
12.2 Alternative Reporting Methods.....	13
12.3 Paperwork Reduction Act Notice.	13
Article 13 Progress and Financial Reporting.....	13
13.1 Quarterly Performance Progress Reports.....	13
13.2 Quarterly Financial Status.....	13
13.3 Final Performance Progress Reports and Financial Status.....	13
Article 14 Performance Reporting.....	14
14.1 Baseline Performance Measurement.....	14
14.2 SS4A Final Report:	14
14.3 Performance Measurement Information.....	15
14.4 Performance Reporting Survival.....	15
14.5 Program Evaluation.....	15
Article 15 Noncompliance and Remedies.....	15
15.1 Noncompliance Determinations.....	15
15.2 Remedies.....	16
15.3 Other Oversight Entities.....	17
Article 16 Agreement Termination.....	17
16.1 USDOT Termination.	17
16.2 Closeout Termination.....	18
16.3 Post-Termination Adjustments.	18
16.4 Non-Terminating Events.....	18
16.5 Other Remedies.....	18

Article 17 Monitoring, Financial Management, Controls, and Records.....	18
17.1 Recipient Monitoring and Record Retention.	18
17.2 Financial Records and Audits.	19
17.3 Internal Controls.	19
17.4 USDOT Record Access.	19
Article 18 Contracting and Subawards	19
18.1 Build America, Buy America.	19
18.2 Small and Disadvantaged Business Requirements.	22
18.3 Engineering and Design Services.	22
18.4 Foreign Market Restrictions.....	23
18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment...	23
18.6 Recipient Responsibilities for Subawards.....	23
18.7 Subaward and Contract Authorization.....	23
Article 19 Costs, Payments, and Unexpended Funds	23
19.1 Limitation of Federal Award Amount.	23
19.2 Projects Costs.....	23
19.3 Timing of Project Costs.	23
19.4 Recipient Recovery of Federal Funds.....	24
19.5 Unexpended Federal Funds.....	24
19.6 Timing of Payments to the Recipient.....	24
19.7 Payment Method.....	24
19.8 Information Supporting Expenditures.....	24
19.9 Reimbursement Frequency.	24
19.10 Match.	24
Article 20 Liquidation, Adjustments, and Funds Availability.....	25
20.1 Liquidation of Recipient Obligations.....	25
Article 21 Agreement Modifications	25
21.1 Bilateral Amendments.....	25
21.2 Unilateral Contact Modifications.....	25
21.3 USDOT Unilateral Modifications.....	25
21.4 Other Modifications.....	25
Article 22 [RESERVED]	25
22.1 [RESERVED].	25
Article 23 [RESERVED]	26
23.1 [RESERVED].	26
Article 24 Labor and Workforce.....	26
24.1 Labor and Workforce.....	26
Article 25 Critical Infrastructure Security and Resilience.....	26
25.1 Critical Infrastructure Security and Resilience.....	26
Article 26 Civil Rights and Title VI.....	26
26.1 Civil Rights and Tile VI.....	26
Article 27 Federal Financial Assistance, Administrative, and National Policy Requirements	27
27.1 Uniform Administrative Requirements for Federal Awards.....	27
27.2 Federal Law and Public Policy Requirements.	27
27.3 Federal Freedom of Information Act.	28
27.4 History of Performance.....	28
27.5 Whistleblower Protection.....	28
27.6 External Award Terms and Obligations.....	28
27.7 Incorporated Certifications.	29

Article 28 Assignment	29
28.1 Assignment Prohibited.....	29
Article 29 Waiver.....	29
29.1 Waivers.....	29
Article 30 Additional Terms and Conditions.....	30
30.1 Effect of Planning and Demonstration or Implementation Award.....	30
30.2 Disclaimer of Federal Liability.....	30
30.3 Environmental Review.....	30
30.4 Railroad Coordination.....	31
30.5 Relocation and Real Property Acquisition.....	32
30.6 Equipment Disposition.....	32
Article 31 Mandatory Award Information.....	32
31.1 Information Contained in a Federal Award.....	32
Article 32 Construction and Definitions	33
32.1 Attachments.....	33
32.2 Exhibits.....	33
32.3 Construction.....	33
32.4 Integration.....	33
32.5 Definitions.....	33
Article 33 Agreement Execution and Effective Date	34
33.1 Counterparts.....	34
33.2 Effective Date.....	34

Index of Definitions

Administering Operating Administration	7
Environmental Review Entity.....	29
Federal Share	12
FHWA.....	7
NOFO.....	6
OMB	13
Program Statute.....	32
Project.....	22
Project Closeout.....	18
SS4A Grant	32
USDOT	6

GENERAL TERMS AND CONDITIONS

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

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

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

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

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

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

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

8.2 USDOT Program Contact.

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

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

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

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

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

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

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

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

9.4 Project Delivery.

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

9.5 Rights and Powers Affecting the Project.

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

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

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

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

10.2 Federal Obligations.

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

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

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

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

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

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

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

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

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

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

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

(i) Reserved.

(j) The Recipient acknowledges that:

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

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

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

10.3 Budget Period

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

10.4 Period of Performance.

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

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

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

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

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

- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

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

11.4 Budget Changes.

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

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

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

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

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

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

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

12.3 Paperwork Reduction Act Notice.

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

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

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

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

13.3 Final Performance Progress Reports and Financial Status. No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14

PERFORMANCE REPORTING

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

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

14.2 SS4A Final Report.

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

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

14.3 Performance Measurement Information.

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

14.4 Performance Reporting Survival.

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

14.5 Program Evaluation.

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

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

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

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

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

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 15.1(b); or
- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

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

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

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

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

16.4 Non-Terminating Events.

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

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

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

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

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

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

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

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

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

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

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

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

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

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

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

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

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

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

Definitions

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (2) of this definition, except as provided in paragraph (1) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

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

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

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

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

“Manufactured products” means

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

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

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

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

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

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

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

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

18.6 Recipient Responsibilities for Subawards.

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

18.7 Subaward and Contract Authorization.

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

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

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

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

19.3 Timing of Project Costs.

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

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

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

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

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

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

19.8 Information Supporting Expenditures.

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

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

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

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

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

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

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

ARTICLE 21

AGREEMENT MODIFICATIONS

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

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

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

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

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

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24 LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26 CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

- (a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "**Existing**" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "**New**" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

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

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

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

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

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

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

27.5 Whistleblower Protection.

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

27.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:

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

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

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

ARTICLE 28 ASSIGNMENT

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

ARTICLE 29 WAIVER

29.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30

ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

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

30.3 Environmental Review

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

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

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

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

30.5 Relocation and Real Property Acquisition.

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

30.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31 MANDATORY AWARD INFORMATION

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

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 33.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 32 CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated November 4, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

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

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

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

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

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

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

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

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

ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE

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

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

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

Revised: March 17, 2025

Revised: November 4, 2025

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 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

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, including any amendments thereto
- 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, including any amendments thereto (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, including any amendments thereto (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. Part 21, including any amendments thereto, 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, including any amendments thereto.
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, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto.
- 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);
- 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 made

then 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 IJJA 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
	[insert name]

	Name
	[insert title]

	Title

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

	By _____
Date _____	Signature of USDOT's Authorized Representative
	[insert name]
	_____ Name
	[insert title]
	_____ Title

Exhibit 3 - Owner's Specifications and Drawings of Existing Systems

DRAFT

**Exhibit 4 - Emerald Coast Regional Council Safe Streets and Road for All (SS4A) Planning and
Demonstration Support, dated April 2026**

DRAFT

Exhibit 5 - Contractor's Technical Proposal

DRAFT

Exhibit 6 – Plans and Drawings of the Work To Be Performed by the Separate Contractors

DRAFT

Exhibit 7 – Contractor’s Affidavit as to Public Entity Crimes and Scrutinized Companies

DRAFT

Contractor's Affidavit as to Public Entity Crimes and Scrutinized Companies

I, the undersigned, am an officer or representative of _____ ("Contractor") and I certify that I am duly authorized to bind Contractor to the statements herein:

1. **Public Entity Crimes/Convicted Vendor List.** I affirm that I have reviewed Section 287.133, *Florida Statutes*, and I acknowledge that Section 287.133(2)(a), *Florida Statutes*, prohibits a person (as defined by Section 287.133(1)(e), *Florida Statutes*) or affiliate (as defined by Section 287.133(1)(a), *Florida Statutes*) who has been placed on the convicted vendor list (as defined by Section 287.133(1)(c), *Florida Statutes*) following a conviction (as defined by Section 287.133(1)(b), *Florida Statutes*) for a public entity crime (as defined by Section 287.133(1)(g), *Florida Statutes*) from submitting a bid, proposal, or reply on a contract with a public entity (as defined by Section 287.133(1)(f), *Florida Statutes*): (1) to provide any goods or services to the public entity; (2) for the construction or repair of a public building or public work; or (3) for leases of real property to a public entity. Contractor acknowledges that Section 287.133(2)(a), *Florida Statutes*, also provides a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded work or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity. Contractor acknowledges that Section 287.133(2)(a), *Florida Statutes*, also provides a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
2. **Scrutinized Companies.** I affirm that I have reviewed Section 287.135, *Florida Statutes* and I acknowledge that Section 287.135(2)(a) provides a company or other entity is ineligible to and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity (as defined by Section 287.135(1)(d), *Florida Statutes*) for goods or services of: (1) one hundred thousand dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel (as defined by Section 215.4725, *Florida Statutes*); or (2) one million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*, or is engaged in business operations in Cuba or Syria, as defined by Section 287.135(c), *Florida Statutes*.
3. **Certification Regarding Public Entity Crimes and Scrutinized Companies.** On behalf of Contractor, I do hereby certify that neither I, Contractor, nor any person or affiliate of Contractor has been convicted of a public entity crime or placed on the convicted vendor list, as those terms are defined in Section 287.133, *Florida Statutes*, and that Contractor is authorized to contract with the Owner. I further certify that: (1) if this Agreement is for one hundred thousand dollars or more, that Contractor is not on Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel, and (2) if the Agreement is for one million dollars or more, that Contractor is not on the Scrutinized Companies with Activities in Sudan List created pursuant to Section 215.473, *Florida Statutes*, the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, *Florida Statutes*, and is not engaged in business operations in Cuba or Syria, as defined by Section 287.135(c), *Florida Statutes*.

[Signature on Following Page]

[Signature Page to Contractor's Affidavit as to Public Entity Crimes and Scrutinized Companies]

Signature

Printed Name

Title

Contractor Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of _____ who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

Exhibit 8 - Nongovernmental Entity Human Trafficking Affidavit

DRAFT

Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(13), *Florida Statutes*

I, the undersigned, am an officer or representative of _____ and attest that we do not use coercion for labor or services as defined in section 787.06, *Florida Statutes*. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

By: _____

Print Name: _____

Print Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of _____ who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature

Print Notary Name: _____

My commission expires: _____

Exhibit 9 – E-Verify Affidavit

DRAFT

E-Verify Affidavit

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, appeared _____, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the _____ of _____ (the "Contractor/Vendor").
4. I am authorized by _____ to make this Affidavit on behalf of Contractor/Vendor.
5. Contractor/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with Emerald Coast Regional Council.
9. Contractor's/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
11. Neither the Contractor/Vendor, nor any subcontractor of Contractor/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.
12. If the Contractor/Vendor, or any subcontractor of Contractor/Vendor, has a contract

terminated by a public employer for any such violation during the term of any contract with ECRC, it shall provide immediate notice thereof to Emerald Coast Regional Council.

Contractor Name

Signature

Printed Name

Title

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by _____ as _____ of _____.

(Name of Notary Typed, Printed, or Stamped)

(Signature of Notary Public-State of Florida)

My commission expires:_____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Exhibit 10 – Foreign Country of Concern Affidavit

DRAFT

**Foreign Country of Concern Attestation
(PUR 1355)**

Pursuant to Section 287.138, *Florida Statutes*, this form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____**(Contractor Name)** is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 11 – Drug-Free Workplace

DRAFT

Drug Free Workplace

In accordance with Section 287.087, *Florida Statutes*, in order to have a drug-free workplace program, the Contractor shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifying the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that Contractor complies fully with the above requirements.

Contractor Name

Signature of Contractor's Representative

Name of Contractor's Representative, Title, and Date

Exhibit 12 – Davis Bacon Wage Determination

DRAFT

Exhibit 13 – Non-Collusion and Debarment Affidavit

DRAFT

Non-Collusion and Debarment Affidavit

This is to certify that the undersigned Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Bid submitted to the Emerald Coast Regional Council.

In addition, the Contractor also certifies that it is in good standing and not on any debarred lists with any government agency including Federal, State or Local Governments.

Contractor Name

Signature

Printed Name

Title

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by _____ as _____ of _____.

(Name of Notary Typed, Printed, or Stamped)

(Signature of Notary Public-State of Florida)

My commission expires:_____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Exhibit 14 – Certification for Disclosure of Lobbying Activities

DRAFT

Certification for Disclosure of Lobbying Activities

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Contractor:

Authorized Signature:

Name:

Date:

Title: