

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and Kimley-Horn and Associates, Inc., (hereinafter referred to as “PROVIDER”).

WITNESSETH:

Whereas, at its regular meeting on Tuesday, October 7, 2025, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Professional Services for the Development of a Comprehensive Safety Action Plan for Eastern Shore Metropolitan Planning Organization; and

Whereas, the PROVIDER presented the best qualifications for Professional services and was chosen by the COUNTY to provide needed services in accordance with the Request for Qualifications (RFQ) and Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Kimley-Horn and Associates, Inc.

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by

PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Kimley-Horn and Associates, Inc.
2 20th Street N.
Suite 800
Birmingham, AL 35203
ATTN: Laura Beth Yates

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified engineer. The general scope of work for the services shall include all the terms and Conditions of "**Request for Qualifications**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Qualifications for Professional Services for Development of a Comprehensive Safety Action Plan for Eastern Shore Metropolitan Planning Organization and the Baldwin County Commission".

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

D. PROVIDER shall use MicroStation and Inroads software for project design unless otherwise specified in the scope of work agreement.

XVII. Attachments: The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

A. Attachment A – RFQ Advertisement

B. Attachment B – RFQ Award

C. Attachment C – Proposal Including Scope of Work and Fee Schedule

D. Attachment D – Certificate of Insurance

E. Attachment E – Terms and Conditions of Data Use

F. Attachment F – USDOT Exhibits for FHWA FY2024 SS4A Grant Program

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVIII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

C. The COUNTY shall provide any necessary notices to commence, discontinue, or terminate the services herein described.

XIX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. All additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work. Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expenses associated with those directly engaged in performance of the requested services.

XXI. Direct Expenses. Compensation to the PROVIDER for the work shall be paid per "**ATTACHMENT C**". Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXII. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXIII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIV. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXV. Indemnification and Insurance. Provider shall indemnify and hold County, and its Commissioners, officers, directors, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all third-party claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, and costs, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, to the extent any of the foregoing was caused by any negligent act, error, or omission by Provider, or wanton conduct, recklessness, intentional wrongful acts, intellectual property infringement, or failure to pay a subconsultant or supplier by Provider, arising from or related to this Contract, the respective scope of work agreements, or

the services to be provided thereunder. Provider shall have and maintain throughout the term of this Contract, and all such scope of work agreements, adequate professional liability insurance and general liability insurance in such amounts as may be determined by the County, shall provide the County with proof of the same, and shall include the County as an additional insured, except with respect to professional liability insurance. Provider shall defend County against any claim arising out of the rendering of or failure to render professional services by Provider or its agents as covered by Provider's policy of professional liability insurance. This indemnification shall survive the expiration or termination of this Contract.

XXVI. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVII: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVIII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as *Attachment D* as if fully set forth.

XXIX: Funding Source: This project is funded through a U.S. Department of Transportation Federal Highway Administration Safe Streets and Roads for all (SS4A) Grant, and Baldwin County funding.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/Date
JAMES E. BALL
Chairman

_____/Date
ROGER RENDLEMAN
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2026.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Kimley-Horn and Associates, Inc.

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Kimley-Horn and Associates, Inc., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Kimley-Horn and Associates, Inc..

GIVEN under my hand and seal on this the _____ day of _____, 2026.

Notary Public, _____
My Commission Expires _____

Baldwin County Commission

Request for Qualifications (RFQ) for Professional Services for the Development of a Comprehensive Safety Action Plan

Overview:

The Baldwin County Commission, acting by and through the Eastern Shore MPO, seeks qualifications from qualified firms for the development of a Comprehensive Safety Action Plan (CSAP). The goal of the CSAP is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries for all users. The Plan will be funded through a U.S. Department of Transportation Federal Highway Administration Safe Streets and Roads for all (SS4A) Grant.

Requirements:

The CSAP must include all the components laid out by the U.S. Department of Transportation (DOT) in the SS4A grant notice of funding opportunity. Components of a SS4A CSAP can be found on Table 1 in the SS4A FY24 NOFO. The chosen firm must have Professional Engineer (P.E.) licensure, and proper business licensure, both in the State of Alabama, at the time of submittal. Firms responding to this RFQ should provide Dun and Bradstreet number and be registered with the GSA database at www.sam.gov to confirm debarment/suspension status.

Scope of Services:

The scope of services to be performed by the consultant firm shall include but not be limited to the following:

- Safety Analysis of the existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries.
- Assistance with engagement and collaboration with members of the public and relevant stakeholders.
- Perform an assessment of the current policies, plans, guidelines, and/or standards to identify opportunities for improvements and prioritize transportation safety processes.
- Project recommendations that identify a comprehensive set of projects and strategies to address the safety issues identified in the Safety Analysis and Public Engagement processes.
- Prepare reports as required by the grant agreement.
- The firm must comply with all applicable state, local, and federal regulations related to the services provided. The County reserves the right, subject to negotiation and agreement with the selected firm, to either expand or limit the scope of services as needed.
- The selected firm will be required to have sufficient personnel to complete the tasks required by this scope of services. The selected firm will complete the required tasks in a timely and efficient manner. The selected firm would be expected to enter a contract for services based upon the negotiated fee structure.

Period of Performance:

The selected firm shall provide a Final Plan by March 15, 2027, and complete final reporting by May 15, 2027.

Submittal of Qualifications:

Qualifications submitted in response to this RFQ must provide detailed information to show evidence of qualifications, experience, and expertise. Six (6) hard copies of the RFQ are required. No emailed or faxed materials will be accepted. Please limit proposals to ten (10) pages, not including (1) a two-page maximum Letter of Transmittal, (2) Table of Contents and (3) up to fifteen (15) pages for Appendices. Cover page should include Dun and Bradstreet (DUNS) number and company point of contact information. The cover pages and RFQ Response Form do not count towards the page numbers.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at wgautney@baldwincountyal.gov Questions must be received no later than November 5, 2025, at 2:00 pm CST.

Qualifications should be sent to the address below on or before 2:00 pm CST November 12, 2025.

Baldwin County Purchasing Department
Mrs. Wanda Gautney
Purchasing Director

Mailing Address:

312 Courthouse Square
Bay Minette, AL 36507

Physical Address:

257 Hand Avenue
Bay Minette, AL 36507

Selection Process and Evaluation Criteria:

A committee consisting of Baldwin County Commission staff members will evaluate and rank the most qualified firms' written qualifications based on demonstrated competence and professional qualifications for performance of the services required.

The County Selection Committee will select the most qualified firm from the submitted qualifications. Upon selection of a consulting firm, a scope of work meeting will be conducted and a proposal for work will be required. The County reserves all rights in the selection of the firm of its choosing regarding this RFQ.

The County Commission will approve the most highly qualified firm and a contract with that firm, to be negotiated by the Eastern Shore MPO, with a budgeted firm-fixed price amount. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the County Commission. Upon completion of the contract and fee negotiations, the County Commission executes the contract. Contract award will be subject to the timely completion of contract negotiations between the County and the selected Respondent.

The County reserves the right to reject all Statements, negotiate further with any entity submitting Statements, seek additional Statements, or waive any irregularities or informalities in the RFQ process.

Qualifications should contain information sufficient to enable the Selection Committee to properly evaluate the competence and qualifications of the consultant for achieving the project objectives. Qualifications will be evaluated based on the following criteria:

- Understanding of project objectives
- Qualifications of the personnel to be used on the project including project availability
- Proposed project approach
- Previous experience of the firm on similar projects (include firm's role in the projects)
- Location of where work will actually be accomplished
- Estimated time to perform the work including a timeline with major tasks/benchmarks

Qualifications will be scored as follows:

Criteria	Possible Points
Understanding of project objectives	5
Qualifications of Personnel and Availability	25
Proposed Project/Technical Approach	30
Previous Experience	25
Location of Work	5
Estimated Timeline	10
Total	100

Project Funding:

This project is funded through a U.S. Department of Transportation Federal Highway Administration Safe Streets and Roads for all (SS4A) Grant, and Baldwin County funding.

Equal Opportunity Business Development:

Non-Discrimination. The Baldwin County Commission does not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

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.

Indemnification:

The firm shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder resulting from any negligent act or omission by the firm. The firm shall provide the COUNTY with proof of general liability

coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this agreement.

Insurance:

The Engineer agrees to carrier at their own cost and expense for the length of the contract and with insurers satisfactory to the Baldwin County Commission, maintain in effect the following insurance coverage from an insurance company or companies authorized to do business in Alabama.

Comprehensive General Liability Policy
Comprehensive Liability Insurance covering all owned and non-owned Automobiles
Worker's Compensation Insurance as required by law.

Bidder Qualifications:

All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

Termination of Services:

The COUNTY may terminate this Contract, with or without cause or reason by giving written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice. In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

January 6, 2026

Kimley-Horn and Associates, Inc.
2 20th Street N.
Suite 800
Birmingham, AL 35203
ATTN: Laura Beth Yates

REFERENCE: Request for Qualifications (RFQ) for Professional Services for Development of a Comprehensive Safety Action Plan for Eastern Shore Metropolitan Planning Organization and the Baldwin County Commission

Dear Ms. Yates:

The Baldwin County Commission during their regularly held meeting on January 6, 2026, *selected* your firm for Professional Services for Development of a Comprehensive Safety Action Plan for Eastern Shore Metropolitan Planning Organization and the Baldwin County Commission and authorized staff to enter negotiations with your firm.

Please contact Sarah Hart Sislak, Eastern Shore MPO Director, at (251) 990-4643 to set up a meeting regarding this matter.

Sincerely,

JAMES E. BALL, Chairman
Baldwin County Commission

JEB:wg Item CE13

cc: Wanda Gautney, Purchasing Director
Mark Acreman, Assistant County Engineer
Sarah Hart Sislak, Eastern Shore MPO Director



February 6, 2026

Sarah Sislak
Director, Eastern Shore MPO
22070 State Highway 59
Robertsdale, AL 36567

Re: Letter Agreement for Professional Services for Comprehensive Safety Action Plan for Baldwin County Commission

Dear Ms. Sislak:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this Letter Agreement (the “Agreement”) to Baldwin County Commission (“Client”) for developing the Baldwin County Comprehensive Safety Action Plan.

Project Understanding

Consultant understands the following:

- Client received a FY24 SS4A Action Plan award from the United States Department of Transportation (USDOT).
- The Comprehensive Safety Action Plan (CSAP) will cover the unincorporated areas of Baldwin County as well as the cities of Spanish Fort and Loxley.
- Client has selected Consultant to prepare the Action Plan.
- The USDOT identifies SS4A Action Plan components through the following webpage: (<https://www.transportation.gov/grants/ss4a/comprehensive-safety-action-plans>)
 - **Leadership Commitment and Goal Setting** - create a goal and timeline for eliminating roadway fatalities and serious injuries.
 - **Planning Structure** – form a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
 - **Safety Analysis** – analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction.
 - **Engagement and Collaboration** – involve robust engagement with public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
 - **Policy and Process Changes** – include assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
 - **Strategy and Project Selections** - identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, and stakeholder input, that will address the safety problems described in the Action Plan.
 - **Progress and Transparency** - measure progress over time after an Action Plan is developed or updated, including outcome data.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1: PROJECT INITIATION AND PROJECT MANAGEMENT

Kimley-Horn will perform the following:

- Facilitate one (1) kickoff meeting with Client. Consultant will coordinate with Client to schedule the kick-off meeting, prepare agenda topics for discussion, facilitate the kick-off meeting, and summarize the kick-off meeting with minutes.
- Develop a project schedule and provide to Client.
- Facilitate regular virtual progress meetings with Client, up to 14 total.
- Provide monthly invoices with the description of work performed
- Coordinate with Client regarding the requirement of Leadership Commitment and Goal Setting.
- Provide Client with guidance and support regarding the SS4A grant administration and requirements.
- Fill out FHWA quarterly reports to the extent of Consultant's knowledge. Reports will be submitted back to the Client for signature, and Client will submit to FHWA.

Task 1 Deliverables

- *One (1) kickoff meeting*
- *Up to 14 virtual monthly progress meetings*
- *Monthly progress reports*
- *Quarterly report information*

TASK 2: PUBLIC AND STAKEHOLDER ENGAGEMENT

Task 2.1 – Community Outreach

Kimley-Horn will assist with up to three (3) public events, such as festivals or arts and crafts markets, to interact with the public to raise awareness of the development of Safety Action Plan. It is assumed that one (1) event will be in or near Spanish Fort, one (1) event will be in or near Loxley, and one (1) event will be elsewhere in the County. Kimley-Horn will develop materials that may include flyers and posters and set up a table. Kimley-Horn will engage with festival attendees to gather input on safety within the study area and inform them of the SS4A program and the plan development process.

Kimley-Horn will design and order up to three (3) identical portable banners to promote the Safety Action Plan that will include a QR code linked to the project webpage. A draft of the banner design will be provided to the Client for review and approval prior to ordering. The banners will be provided to the Client for use and placement.

Kimley-Horn will design and order up to 250 units of one (1) nominal promotional item (such as plastic cups or buttons) to hand out to the public at the outreach events in order to promote the Safety Action Plan and drive traffic to the project webpage. A draft of the design will be provided to the Client for review and approval prior to ordering.

Task 2.2 – Digital Outreach

Kimley-Horn will perform the following:

- Coordinate with Baldwin County to develop a dedicated public facing webpage for the SAP.
- Develop a GIS-based online interactive mapping tool using PublicCoordinate that can be used for public engagement and hosted on the project website. Results from the Safety Analysis will be included in this GIS-based online interactive mapping tool. Kimley-Horn will acquire one (1) PublicCoordinate license for six (6) months for the SAP.
- Develop an online dashboard using Power BI that summarizes the SAP and can be updated in the future to track progress as the County maintains and updates crash data and the safety analysis.
- Develop an online survey to collect public input. The survey will be housed within the aforementioned project webpage.

Task 2.3 – Stakeholder Engagement

Kimley-Horn will coordinate with the County to compose a list of relevant stakeholders, including representatives from groups such as cycling clubs, running clubs, senior citizen organizations, Alabama Department of Transportation, and advocacy groups for the disadvantaged, elderly, and disabled.

Kimley-Horn will facilitate up to three (3) stakeholder meetings – one (1) for each of the cities as well as one (1) for the unincorporated areas of the County. Kimley-Horn will schedule, facilitate, and prepare materials and content for each meeting.

Task 2 Deliverables

- *Attendance at up to three (3) public events*
- *Portable banners – up to three (3)*
- *Promotional item – up to 250 units of one (1) item*
- *Facilitate stakeholder meetings – up to three (3) with same content for each*
- *Webpage content and online survey*
- *PublicCoordinate online mapping tool for six (6) months*
- *Online dashboard*

TASK 3: SAFETY ANALYSIS

Kimley-Horn will coordinate with Baldwin County and with the Center for Advanced Public Safety (CAPS) to obtain the crash dataset for the most recent five-year period for the County in a GIS shapefile. Kimley-Horn will also obtain the following supplemental data as needed for the High-Injury Network (HIN) analysis:

- County and City boundaries through available Census data
- AADT information from the Alabama Traffic Data website (<https://aldotgis.dot.state.al.us/TDMPublic/>)

- Cell phone data (such as Replica or similar) showing risky driving behaviors (hard braking, cell phone usage, etc.)

With the collected data, Kimley-Horn will conduct a high-injury network (HIN) analysis. The purpose of a HIN is to determine a small subset of roadways that experience a high percentage of the fatalities and serious injuries. The analysis will consider the location of serious injuries and fatalities as well as available risk-based elements/features to determine high-risk areas. Specific consideration will be given to geographic locations identified through available census data with transportation needs, such as household vehicle ownership and income levels. Task 4 will further inform the HIN development.

Task 3 Deliverables

- *Maps, tables and other graphics that illustrate the results of the safety analysis*
- *Map depicting the High Injury Network*
- *Power BI link for a data summary dashboard*

TASK 4: POLICY AND PROCESS REVIEW

Kimley-Horn will perform the following:

- Consider the Federal Highway Administration (FHWA) Safe System Approach and the six (6) principles that form the basis (source: <https://highways.dot.gov/safety/zero-deaths>)
 - Deaths and serious injuries are unacceptable
 - Humans make mistakes
 - Humans are vulnerable
 - Responsibility is shared
 - Safety is proactive
 - Redundancy is crucial
- Assess the Client's current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. This review will include review of up to five (5) such documents.
- Develop and provide recommendations for the adoption of revised or new policies, guidelines, and/or standards.

Task 4 Deliverables

- *Recommendations for new and revised policies, guidelines, and/or standards*

TASK 5: LEADERSHIP COMMITMENT AND GOAL SETTING

Kimley-Horn will work with Baldwin County to establish a project Safety Technical Advisory Committee (STAC) to be comprised of a diverse group of local leaders and stakeholders within Baldwin County. Based on information obtained from the STAC and during public and stakeholder engagement, Kimley-Horn will develop an initial vision and goals for Baldwin County Safety Action Plan. Objectives of the Plan will be consistent with those identified in Alabama's Toward Zero Deaths initiative, National Roadway Safety Strategy, Safe System Approach, Vision Zero, Complete Streets, and other relevant documents to guide proposed safety actions. Working with Baldwin County, Kimley-Horn will draft an official public commitment, such as a resolution, policy, or ordinance, to be adopted by elected officials. The commitment will include a goal and timeline for eliminating roadway fatalities and serious injuries

achieved through one, or both, of the following:

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

Kimley-Horn will facilitate up to three (3) STAC meetings. Kimley-Horn will be responsible for scheduling, facilitating, and providing the appropriate materials and content for each meeting. It is assumed that these meetings will be held in person.

Task 5 Deliverables

- *Up to three (3) STAC meetings*
- *Draft public commitment to be reviewed and adopted by elected officials*

TASK 6: PROJECT AND STRATEGY SELECTION

Kimley-Horn will perform the following:

- Consider the FHWA Proven Safety Countermeasures initiative (PSCi), a collection of countermeasures and strategies effective in reducing roadway fatalities and serious injuries.
- Identify a comprehensive set of projects and strategies that consider the safety analysis, the HIN, and feedback obtained during public and stakeholder engagement.
- Develop a prioritization of projects and strategies categorized into short-term, mid-term, and long-term implementation timeframes. The prioritized list will contain interventions focused on infrastructure, behavioral, and/or operational safety with an emphasis on projects that are best positioned for demonstration and implementation grant funding.
- For up to 20 projects total (up to 10 for the County and up to five (5) for each City), Kimley-Horn will prepare project sheets that will include project descriptions, level of effort and cost, and benefit summaries.
- For the top three (3) priority projects (one from each entity), Kimley-Horn will develop conceptual drawings and/or renderings.

Task 6 Deliverables

- *Comprehensive list of projects and strategies prioritized and categorized into short-, mid- and long-term timeframes*
- *Up to 20 project sheets (up to 10 for the County and up to five (5) for each City) with project descriptions, level of effort and cost, and benefit summaries*
- *Conceptual drawings and/or renderings for up to three (3) projects*

TASK 7: PERFORMANCE MEASUREMENTS/PROGRESS AND TRANSPARENCY

Kimley-Horn will work with the STAC to identify key performance metrics that Baldwin County can use to inform stakeholders, elected officials, and the public of their progress toward implementation of the safety action plan. These metrics will include mitigation efforts (quantity of safety improvements implemented) and reduction in the number and rate of fatal and serious injury crashes. Kimley-Horn will update the Power BI dashboard developed in Task 3 to include a method for regular tracking and reporting toward the County's identified goals, to inform the public and provide transparency.

Task 7 Deliverables

- *Previously developed project webpage to include:*
 - *White paper for updating the Power BI Dashboard*
 - *Section of webpage to show progress toward reduction goals*
 - *Section of webpage to show project status dashboard (GIS)*

TASK 8: FINAL REPORT

All safety analysis, public and stakeholder engagement efforts, the program of projects and strategies, the identified performance metrics, and other efforts conducted under Tasks 2-7 will be summarized and documented in Baldwin County Safety Action Plan final report. Report branding and graphics options will be submitted to Baldwin County for discussion and approval, and final branding choices will be incorporated into the plan document. An electronic copy of the draft Safety Action Plan (in PDF format) will be provided to Baldwin County for review and comments. It is anticipated that one set of consolidated written comments will be provided to Kimley-Horn. If needed, based on comments received, Kimley-Horn will conduct a comment resolution conference call to review any comments received. The Safety Action Plan report will be finalized, and an electronic copy (in PDF format) will be provided to Baldwin County.

Task 8 Deliverables

- *Draft Safety Action Plan in PDF format*
- *Final Safety Action Plan in PDF format*

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Construction drawings
- Construction cost estimates
- GIS database deliverables

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Grant writing services
- Engineering design services
- GIS database development

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee
1	Project Initiation and Project Management	\$30,000
2	Public and Stakeholder Engagement	\$100,000
3	Safety Analysis	\$60,000
4	Policy and Process Review	\$25,000
5	Leadership Commitment and Goal Setting	\$45,000
6	Project and Strategy Selection	\$75,000
7	Performance Measurements/Progress and Transparency	\$25,000
8	Final Report	\$40,000
Total		\$400,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Attachment "E"

Terms and Conditions of Data Use

1. Subject to any applicable license agreements, the COUNTY agrees to provide PROVIDER its digital GIS files of Baldwin County to include color orthophotography, 1-foot contours, parcel data with ownership information, and other data as needed for portions of Locators required on a project by project basis. The use of the data will be provided at no charge, but other charges may apply as the situation warrants for support, programming, etc.
2. The parties acknowledge and agree that the COUNTY has a proprietary interest in the digital data provided to PROVIDER under this agreement. Consequently, it is agreed by and between the parties that PROVIDER and any of its contractors and subcontractors shall not sell, distribute, reveal or communicate in any fashion to third parties any information coming to it as a result of this agreement without the express written consent of the COUNTY. This clause shall not be construed to prevent PROVIDER from making and distributing maps, brochures etc., which are derived from data from COUNTY pursuant to this agreement.
3. Any information or content contained either within COUNTY's internet mapping viewer or within this digital data distributed by the COUNTY is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness and currency thereof is not guaranteed. The COUNTY makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of such information or data contained in or generated from the COUNTY Geographic Database or otherwise. Additionally, the COUNTY or any agent, servant or employee thereof assumes no liability associated with the use of this data, and assumes no responsibility to maintain it in any manner or form.
4. PROVIDER agrees that all materials publicizing or resulting from GIS Data provided for by the Agreement shall contain an acknowledgement of the COUNTY's assistance with said acknowledgement of support made through the use of the following or comparable footnote: "This activity was supported by the Baldwin County Commission."
5. Digital data will be provided in ArcView shape files and *.tif and *.jpg image formats.
6. GIS data provided to PROVIDER are in Alabama State Plane West, NAD83, FIPZONE 0102. Vertical datasets are in the NAVD88 datum. Units are US Survey Feet.
7. PROVIDER agrees that if the project is terminated, then the "master" GIS dataset will be removed and destroyed. PROVIDER may continue to use any value added data that resides on its network that has been incorporated into their business applications after the termination of the agreement.
8. It is understood and agreed by the parties that all proprietary restrictions pertaining to the Digital GIS Data contained herein shall survive the termination of the Contract.

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

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 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.