



# Request for Proposals

**For: Skagit Regional Safety Action Plan**

## **ANTICIPATED PROCESS SCHEDULE**

Issue Request for Proposals: June 27, 2024

Written Questions Deadline: July 11, 2024

Submittal Deadline: July 25, 2024

Interview Finalists: August 8–15, 2024

Notify Finalists of Decision: August 22–23, 2024

Contract Execution by: September 30, 2024

June 27, 2024

## A. BACKGROUND INFORMATION

The Skagit Council of Governments (SCOG) is a voluntary organization of local and tribal governments within Skagit County whose purpose is to foster a cooperative effort in resolving problems, policies and plans that are common and regional. SCOG is the regional transportation planning organization (RTPO) and metropolitan planning organization (MPO) in Skagit County.

SCOG is initiating a request for proposals (RFP) from qualified firms for Safe Streets and Roads for All (SS4A) program-compliant comprehensive safety action plan planning services. This RFP is only open to those qualified firms or individuals who satisfy the requirements stated herein and who are licensed and available to do business in Washington state. The successful firm will assist SCOG in preparing the Skagit Regional Safety Action Plan. SCOG has a budget of up to \$335,000 available for this project.

The Skagit Regional Safety Action Plan (the Plan) contract will be funded through a combination of Federal Highway Administration (FHWA) SS4A planning and demonstration grant and local funds, and all applicable state and federal laws must be followed. United States Department of Transportation (USDOT) requirements for SS4A-compliant comprehensive safety action plans, including the eight components of identified in the [2023 SS4A Notice of Funding Opportunity](#), which can be found at the USDOT [Comprehensive Safety Action Plans webpage](#).

It is anticipated that an agreement will be executed by SCOG and a firm or individual for this project, with an agreement start date anticipated in October 2024 and terminating in December 2025.

## B. SCOPE OF SERVICES

The general scope of work for this contract is expected to include the tasks in this section. Proposers are expected to be familiar with the requirements of the USDOT SS4A program and compliance requirements for comprehensive safety action plans. Proposers are also expected to be familiar with the [Safe Systems Approach and Vision Zero principles](#).

The general scope of work for this contract will include the following tasks:

### **TASK 1: PROJECT ADMINISTRATION AND COORDINATION**

This task includes ongoing project administration and coordination with SCOG throughout the agreement period. Monthly invoices and progress reports should be submitted to SCOG for the previous month's work. Project meetings between SCOG and the consultant should occur as necessary throughout the agreement period, no less than

monthly and more frequently as project work warrants. Meetings may be in person, over the phone or via web conferencing, or a combination of formats.

This task should continue throughout the agreement period.

Task 1 Contractor Deliverables:

- A. Project meetings as necessary; and
- B. Monthly progress reports and invoices.

**TASK 2: DEVELOP AND IMPLEMENT PUBLIC INVOLVEMENT PLAN, PROJECT WEBSITE AND BRANDING**

Consistent with SCOG's [Public Participation Plan](#), the planning process includes the creation and execution of a Public Involvement Plan (PIP). The PIP should include strategies for robust engagement with the public and relevant stakeholders, including the private sector and communities that are disproportionately impacted by traffic risks. The strategies should allow for both community representation and feedback. Information received from engagement and collaboration should be analyzed and incorporated into the Plan. Outreach efforts should specifically target minority, low income and limited English proficiency (LEP) populations. The proposer will be expected to hold at least one public meeting. The contractor will be expected to lead outreach activities, prepare all materials for the public and SCOG board meetings, including presentation materials, and to document the engagement process for incorporation into the Plan.

This task should start at the beginning of the agreement period.

Task 2 Contractor Deliverables:

- A. Draft public involvement plan by October 30, 2024;

**TASK 3: STATE OF PRACTICE REVIEW**

The Contractor will collect and review current transportation safety programs, policies, and activities related to roadway and transit safety and provide a summary of the efforts, including strategies other jurisdictions are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes. This review should assess the quality and completeness of existing data and make recommendations on best analysis strategies and data. This review should be completed at the beginning of the project.

Task 3 Contractor Deliverables:

- A. Complete state of practice review.

#### **TASK 4: COORDINATE WITH OTHER CONCURRENT REGIONAL PLANNING EFFORTS**

SCOG will be conducting two other substantial regional planning processes as the comprehensive safety action plan is being prepared. One of these processes is a major update to the regional transportation plan (RTP) which is anticipated to be completed by March 2026. The other process is a new plan that has never been prepared by SCOG, a resilience improvement plan for which SCOG was awarded a discretionary grant under the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) program. Both the Skagit Regional Safety Action Plan and Skagit Regional Transportation Resilience Improvement Plan will have inputs into the RTP.

SCOG expects ongoing coordination between these three separate and distinct planning processes. The detailed schedules for all three planning processes are not yet finalized, but SCOG expects they will be over the next few months. It is expected that analyses, strategies, policies, priorities, estimates of expenditures, prioritized lists of projects and other items from the comprehensive safety action plan will be incorporated into the RTP.

This task should continue throughout the agreement period.

Task 4 Contractor Deliverables:

- A. Coordination with other concurrent regional planning efforts; and
- B. Integration of inputs from the comprehensive safety action plan into regional transportation planning process.

#### **TASK 5: CRASH DATA ANALYSIS**

The contractor will collect and review crash, traffic, and roadway data for at a minimum the most recent five-year period to understand critical safety issues and to provide insight into trends, causes, and patterns of transportation safety throughout the Skagit region. Washington State Department of Transportation data sources must be inputs to this analysis. This analysis should:

- Build a strong baseline with data on fatalities and serious injuries and identify and develop a Trends-Based and Risk-Based High Injury Network (HIN). The consultant should identify and map the HIN by analyzing locations where high numbers of roadway deaths and serious injuries are occurring over at least a five-year period. Additionally, transit related crash and injury data should be compiled and analyzed to provide insight into trends, causes and patterns;
- Summarize crash characteristics effectively;
- Determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, streetlights,

pedestrian crossings, railroad crossings, etc., for each mode user (vehicles, motorcycles, bicycles, pedestrians, transit, etc.);

- Ensure the data analysis and final recommendations will prioritize the “3 Es” of traffic safety: Engineering, Enforcement, and Education, adding an additional fourth “E” for Equity; and
- The contractor will identify:
  - Emphasis Areas (high-risk areas with the highest fatal and severe injuries crashes);
  - Up to 10 High-risk corridors (with the highest fatal and severe injuries crashes);
  - High-risk intersections (with the highest fatal and severe injuries crashes); and
  - High-risk transit locations (with the highest fatal and severe injuries crashes).

Task 5 Contractor Deliverables:

- A. Develop a Crash Data Analysis, establishing fully developed criteria and methodology.

#### **TASK 6: COUNTERMEASURE TOOLKIT**

The contractor will identify countermeasures to address the emphasis areas and high-risk corridors and intersections. The countermeasures must at least include the “3 Es” of traffic safety, with a fourth “E” added for Equity and incorporating a Safe Systems Approach. The contractor will include strategies and performance measures to measure progress over time and be tracked at the regional level. In addition, the contractor shall identify correlations between countermeasures and federal performance measures. A process will need to be developed to ensure transparency in reducing roadway fatalities and serious injuries.

Task 6 Contractor Deliverables:

- A. Countermeasures, strategies, performance measures and other items developed for this task will be incorporated into the Plan.

#### **TASK 7: TRANSPORTATION EQUITY REVIEW**

The consultant will perform a transportation equity review to provide an understanding of how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities. This review should include an analysis of systems, services and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for

reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities.

As part of this task, consultants shall develop and assess regional transportation indicators that easily measure barriers to transportation in underserved and underrepresented areas, and potential structural inequalities that different populations may face. These indicators should include, at a minimum:

- Accessibility;
- Connectivity;
- Effectiveness;
- Environment;
- Health;
- Mobility;
- Safety;
- Level of community engagement; and
- Other equity indicators, as required.

Task 7 Contractor Deliverables:

- A. Perform a Transportation Equity Review.

#### **TASK 8: IMPLEMENTATION PLAN**

The consultant will develop an implementation plan that uses a [Safe Systems Approach](#) for implementing safety measures that were included in Task 6 (Countermeasure Toolkit) and that were informed by the Trends-Based and Risk-Based HIN identified in Task 5 (Crash Data Analysis). The consultant will need to incorporate FHWA's [Proven Safety Countermeasures](#) into this strategy. The Skagit Regional Safety Action Plan is a regional action plan that is intended, in part, to make SCOG member agencies eligible to apply for future grant programs, so the consultant will need to work with SCOG member agencies to identify potential projects for future grant applications, measures that can be included in regular maintenance cycles, and potential updates to regional design standards to better align safety best practices.

As part of the implementation plan development process, the consultant will identify potential projects based upon the results of Task 7 (Transportation Equity Review) and also develop recommendations for Education and Enforcement Programs. Strategies, potential projects and programs will be focused around the "3 Es" of traffic safety, with a fourth "E" added for Equity. The Implementation Plan will:

- Recognize the needs of all users of the multimodal transportation system;
- Include potential projects that are feasible and applicable for grant funding;

- Include conceptual infrastructure improvements with quantifiable costs;
- Include an implementation schedule;
- Contain recommendations for Education and Enforcement programs;
- Identify the roles and responsibilities for implementation; and
- Address project evaluation and prioritization.

Strategies and recommendations will consider and outline fiscal and employee resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals. A project readiness timeline should be included within the Plan, addressing short-term (up to five years), mid-term (five to ten years) and long-term (over ten years) planning horizons.

Task 8 Contractor Deliverables:

A. Develop an Implementation Plan.

#### **TASK 9: FINAL PLAN AND DELIVERABLES**

The consultant will create a final draft of the Skagit Regional Safety Action Plan. This draft Plan should be delivered to SCOG in a shared document which will allow SCOG staff to actively edit and share feedback on the document. Comments received from SCOG's Technical Advisory Committee (TAC), Transportation Policy Board (TPB), stakeholders and the public will be incorporated or addressed as part of the final Plan. Comments received and actions taken to address comments shall be incorporated into an appendix to the Plan.

The final Plan shall be a plan that:

- Utilizes a [Safe System Approach](#);
- Satisfies, at a minimum, the eight Action Plan Components identified in the [SS4A Notice of Funding Opportunity](#);
- Is well-organized, visually appealing and communicates a clear message both graphically and in text;
- Is easy for policymakers and stakeholders to understand;
- Explains key implications as they pertain to policies, programs, practices, strategies, infrastructure projects, funding and other recommendations;
- Incorporates all of the products of Tasks 2 through 8 of this RFP in a coherent and actionable manner;
- Results in SCOG member agencies being eligible to apply for future grant funding opportunities;
- Is designed in a manner that allows use as both a printed document and in electronic format; and,

Conforms to the latest [Section 508 of the Rehabilitation Act of 1973 accessibility guidelines for both printed and electronic documents.](#)

The contractor will develop appropriate presentation materials for final review and approval of the Skagit Regional Safety Action Plan by the TPB. SCOG staff will be responsible for achieving final recommendations and approval of the Plan, but the consultant will be expected to give a final presentation on the Plan to the TPB at the meeting where they are expected to take action and approve the Plan.

All final deliverables shall be provided to SCOG staff with reasonable time for review prior to acceptance. SCOG staff will review all contractor provided final deliverables and submit comments to contractor in a timely manner prior to acceptance. Only timely comments are expected by SCOG to be addressed prior to finalizing deliverables, but reasonable timelines for review and comment should be provided by the contractor.

All project files associated with final deliverables shall be provided to SCOG prior to contract closeout, including, but not limited to: Word documents; Excel workbooks; PowerPoint presentations; GIS files; PDF files; and InDesign files. SCOG staff will notify contractor in a timely manner if any files appear to be missing or cannot be accessed properly.

SCOG's Transportation Policy Board meets monthly. The final presentation by the contractor is expected at the **September 17, 2025** meeting of the Transportation Policy Board.

Task 9 Contractor Deliverables:

- A. A Final Plan;
- B. Presentation to Transportation Policy Board; and
- C. All project files associated with final deliverables, including project files not yet delivered and other tools.

## C. MINIMUM QUALIFICATIONS

Proposers must have demonstrated experience in comprehensive safety action plan development and crash data analysis.

## D. PROPOSAL SCORING CRITERIA AND CONTENT

Proposals will be scored using the following criteria:

### QUALIFICATIONS - 30%

- A. Provide name, address and telephone number of the firm or individual;

- B. Describe experience on similar relevant projects with contact information for each project;
- C. Include names of project team members, professional certifications/registrations and relevant experience of each; and
- D. Provide references, including names and phone numbers of contact persons.

**APPROACH - 50%**

- A. Provide a detailed scope of work and describe how it will be accomplished. This scope should follow the tasks in the Scope of Services section of the RFP;

**BUDGET - 10%**

- A. Provide a budget that includes estimates of billable hours, cost per hour, and hours per task for each individual on the contractor team, including subcontractors;

**SCHEDULE - 10%**

- A. Provide a project schedule that includes all Scope of Services section tasks, except expansion tasks, and milestones and deliverables.

Proposals must total no more than 15 pages. Dividers will not count as pages if they do not contain content (text, pictures, graphic, etc.) other than what is necessary to identify the section of the proposal. Front and back covers of the proposal will not count toward the 15 pages.

## **E. CONTRACT TERM**

The contract is anticipated to begin in October 2024 and end in December 2025. Any contract extension must be mutually agreed by the contractor and SCOG.

## **F. SUBMITTAL AND SELECTION PROCESS**

Proposals must be received by **5:00 p.m. (PT) on July 25, 2024**. It is anticipated that submitted proposals will be evaluated within one week of the submission deadline. SCOG expects to make the selection decision after evaluating written proposals, conducting interviews and contacting references. Any interviews with prospective individuals or firms will be scheduled for **August 8-15, 2024**. A teleconferencing option will be provided to reduce travel time and costs. After interviews, references will then be contacted and a firm or individual will be selected to undertake the project.

Proposals will be reviewed based upon the qualifications of the personnel assigned to the project and experience with similar projects, project approach, schedule and budget. Proposals will be evaluated by a review team selected by SCOG to determine which proposal, if any, would be in the best interest of SCOG.

SCOG reserves the right to accept or reject any or all proposals received from this RFP, or to negotiate separately with any proposer, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of SCOG.

This RFP includes the Scope of Services in Section B to be performed, which should be used as the general basis for the proposal. Variations or alternative approaches are welcome. Proposals which do not include all requested information listed in Section D may be considered non-responsive. All proposals will become a part of the public file on this matter without obligation to SCOG.

## G. INTERPRETATION OF RFP PRIOR TO PROPOSAL

Any person may request interpretation, clarification or correction of this RFP. Requests may be made to clarify intended meaning of any part of this solicitation, or to correct any discrepancies or omissions identified in the specifications. Such request must be by email and must be delivered to the SCOG contact person no later than **5 p.m.** (PT) on **July 11, 2024**. The person submitting the request is responsible for its timely delivery. Any interpretation, clarification, or correction to the RFP will be made by written addendum and will be available on the homepage of SCOG's website ([www.scog.net](http://www.scog.net)), under "Recent News".

Any questions concerning this solicitation should be directed during the hours of 8:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to:

Grant Johnson  
Associate Planner  
Skagit Council of Governments  
Telephone: (360) 416-6678  
Email: [grantj@scog.net](mailto:grantj@scog.net)

## H. POST-CLOSING DISCUSSION

Conversations may take place between SCOG and proposers after the responses are opened, for purposes of clarification. Proposers will be held to the information submitted in their proposals and subsequent negotiations.

Those submitting proposals may be required to make a presentation to SCOG as part of the selection process. The presenter shall be the person within the proposer's organization who is responsible for the transportation planning service.

## **I. INCURRED COST**

This RFP does not obligate SCOG to award any contract. SCOG will not be held responsible for any cost or expense that may be incurred by the proposer in preparing and submitting a proposal in response to this RFP, or any cost or expense incurred by the proposer before the execution of a contract agreement. The proposer shall be solely responsible for any and all costs associated with submitting a proposal including any and all cost associated with interviews. No claims shall be submitted to SCOG for preparation or presentation of proposals.

All expenditures under any contract are subject to eligibility requirements in the SCOG-Federal Highway Administration SS4A Agreement included as Appendix A of this RFP, as well as all applicable state and federal laws.

## **J. PROTEST OF CONTRACT AWARD**

Protests concerning the contractor selection process must be delivered in writing to SCOG within 14 calendar days of the award announcement. SCOG will review the protest, contact the parties involved, and recommend the appropriate action to the SCOG Transportation Policy Board. The Board's decision will be the final SCOG position. The final decision will be presented to all interested parties within forty-five (45) calendar days of receipt of the protest.

## **K. ASSIGNMENT**

The awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of SCOG.

## **L. ADDITIONAL LANGUAGE**

SCOG reserves the right to introduce additional terms and conditions at the time the final agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued, or that reflect state or federal law changes, or as required by funding entities.

## **M. PROPOSER'S RESPONSIBILITY**

By submitting a proposal, a firm or individual represents that:

1. The proposer has read and understands the RFP, and the proposal is made in accordance therewith;
2. The proposer is familiar with the local conditions under which this proposal must be performed. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service; and
3. It is understood, and the proposer agrees, that the proposer shall be solely responsible for all services provided.

Each proposer shall be responsible for reading and completely understanding the requirements and specifications contained herein. The deadline for submission of proposals will be strictly adhered to. Late proposals will not be considered.

## N. CONTRACT REQUIREMENTS

The successful contractor will be required to enter into a contract with SCOG as per the provisions of the Fiscal Year 2023 Safe Streets and Roads for All Grant Program agreement between SCOG and the Federal Highway Administration, copies of which are available at the SCOG office and are included in Appendix A of this RFP. Through this reference, all the provisions within the Agreement are made a part of this RFP.

## O. PROFESSIONAL LIABILITY INSURANCE

Upon selection, the proposer shall be responsible for providing proof of professional liability insurance coverage for errors and omissions in the proposed work. The coverage should amount to at least \$1,000,000.

## P. TITLE VI ASSURANCES

The Skagit Council of Governments, 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 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.

## Q. PROPOSAL SUBMITTAL

Proposals must be **received** by **5:00 p.m.** (PT) on **July 25, 2024**. Late proposals will not be accepted. Proposals shall be emailed to:

Grant Johnson  
Associate Planner  
Skagit Council of Governments  
Email: [grantj@scog.net](mailto:grantj@scog.net)

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## APPENDIX A

- |   |   |                |              |                  |             |                      |        |              |        |        |               |
|---|---|----------------|--------------|------------------|-------------|----------------------|--------|--------------|--------|--------|---------------|
| <p><b>1. Federal Award No.</b><br/>693JJ32440301</p> <p><b>4. Award To</b><br/>Skagit Council of Governments<br/>315 S 3<sup>rd</sup> St, STE 100<br/>Mount Vernon, WA 98273-3872</p> <p>Unique Entity Id.: CZ3CKHWW3DY3<br/>TIN No.: 91-1005030</p> <p><b>6. Period of Performance</b><br/>Effective Date of Award – 24 months from effective date of award.</p> <p><b>8. Type of Agreement</b><br/>Grant</p> <p><b>10. Procurement Request No.</b><br/>HSA240520PR</p> <p><b>12. Submit Payment Requests To</b><br/>See Article 5.</p> <p><b>14. Description of the Project</b></p> | <p><b>2. Effective Date</b><br/>See No. 16 Below</p> <p><b>3. Assistance Listings No.</b><br/>20.939</p> <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop E71-117<br/>Washington, DC 20590</p> <p><b>7. Total Amount</b></p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$300,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$75,000.00</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$375,000.000</td> </tr> </table> <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p> <p><b>11. Federal Funds Obligated</b><br/>\$300,000.00</p> <p><b>13. Accounting and Appropriations Data</b><br/>15X0174E50.0000.055SR30500.5592000000.4101<br/>0.61006600.</p> | Federal Share: | \$300,000.00 | Recipient Share: | \$75,000.00 | Other Federal Funds: | \$0.00 | Other Funds: | \$0.00 | Total: | \$375,000.000 |
| Federal Share:  | \$300,000.00  |                |              |                  |             |                      |        |              |        |        |               |
| Recipient Share:  | \$75,000.00   |                |              |                  |             |                      |        |              |        |        |               |
| Other Federal Funds:  | \$0.00  |                |              |                  |             |                      |        |              |        |        |               |
| Other Funds:  | \$0.00  |                |              |                  |             |                      |        |              |        |        |               |
| Total:  | \$375,000.000   |                |              |                  |             |                      |        |              |        |        |               |

This award will be used by the Skagit Council of Governments to develop a comprehensive safety action plan.

**RECIPIENT**

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

\_\_\_\_\_  
Signature Date  
Name: Kevin Murphy  
Title: Executive Director

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Amalia Rodezno  
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

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

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

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

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

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

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: SS4A Planning and Demonstration Grant for the Skagit Regional Safety Action Plan

Application Date: 7/10/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$300,000.00

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

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

The project will be completed in one phase as follows:

This award will be used by the Skagit Council of Governments to develop the Skagit Regional Safety Action Plan.

**3.2 Project's Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	May 1, 2024
Planned Draft Plan Completion Date:	July 1, 2025
Planned Final Plan Completion Date:	October 31, 2025
Planned Final Plan Adoption Date:	December 17, 2025
Planned SS4A Final Report Date:	March 17, 2026

**3.3 Project's Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$300,000.00
Other Federal Funds:	\$0.00
State Funds:	\$0.00
Local Funds:	\$75,000.00
In-Kind Match:	\$0.00
Other Funds:	\$0.00
<b>Total Eligible Project Cost:</b>	<b>\$375,000.00</b>

(b) Indirect Costs

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

**ARTICLE 4**

**RECIPIENT INFORMATION**

**4.1 Recipient Contact(s).**

Kevin Murphy  
 Executive Director  
 Skagit Council of Governments  
 315 S 3<sup>rd</sup> St STE 100, Mount Vernon, WA 98273-3872  
 360-416-7871  
[kmurphy@scog.net](mailto:kmurphy@scog.net)

**4.2 Recipient Key Personnel.**

Name	Title or Position
Grant Johnson	Associate Planner

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

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

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Washington  
Agreement Officer's Representative (AOR)  
711 Capital Way S. Suite 501  
Olympia, WA 98501  
(360)753-9480  
[hdawa@dot.gov](mailto:hdawa@dot.gov)

and

Matthew Pahs  
Washington Division Office Lead Point of Contact  
Planning Program Manager  
711 Capital Way S. Suite 501  
Olympia, WA 98501  
(360) 753-9418  
[Matthew.Pahs@dot.gov](mailto:Matthew.Pahs@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

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

#### SUBAWARDS AND CONTRACTS APPROVAL

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

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

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

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

### 5.2 Reimbursement Requests

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

The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

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

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Skagit Metropolitan Planning Area, WA

**Table 1: Performance Measure Table**

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

**ATTACHMENT B  
CHANGES FROM APPLICATION**

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

**Scope:** N/A

**Schedule:** The dates in this agreement have been changed from the dates in our application based on information obtained since we completed our application.

**Budget:** N/A

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

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				N/A
Non-Federal Funds				N/A
Total Previously Incurred Costs				N/A
<b>Future Eligible Project Costs</b>				
SS4AFunds				N/A
Other Federal Funds				N/A
Non-Federal Funds				N/A
Total Future Eligible Project Costs				N/A
Total Project Costs	N/A	N/A	N/A	N/A

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

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

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

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

**2. Supporting Narrative.**

While this is not a construction project, the action plan will incorporate collaboration, outreach and analysis to point toward relevant implementation actions to improve racial equity and reduce barriers to opportunity.

**ATTACHMENT D  
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

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

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

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

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

**2. Supporting Narrative.**

As part of this project, SCOG will identify and review climate change and environmental justice impacts of projects recommended by the Action Plan.

**ATTACHMENT E  
LABOR AND WORKFORCE**

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

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

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

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

**2. Supporting Narrative.**

As part of this project, SCOG will identify and review options to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards on projects recommended by the Action Plan.