1. Federal Award No.

693JJ32440499

4. Award To

Mayor and Council of Rockville 111 Maryland Avenue Rockville, Maryland 20850

Unique Entity Id.: L9SLWCY3DF21

TIN No.: 52-6001573

6. Period of Performance

09/15/2024-09/15/2027

**Type of Agreement** 

Grant

8.

10. Procurement Request No.

HSA250761PR

12. Submit Payment Requests To

See Article 5.

2. Effective Date
See No. 17 Below

3. Assistance Listings No. 20.939

5. Sponsoring Office

U.S. Department of Transportation Federal Highway Administration

Office of Safety

1200 New Jersey Avenue, SE HSSA-1, Mail Drop E71-117 Washington, DC 20590

7. Total Amount

Federal Share: \$320,000
Recipient Share: \$80,000
Other Federal Funds: \$0

Other Funds: \$0
Other Funds: \$0

Total: \$400,000

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)

15, 2021)

11. Federal Funds Obligated

\$320,000

13. Accounting and Appropriations Data

N/A for this amendment

#### 14. Description of the Project

The City of Rockville Safe Streets and Roads for All supplemental planning project is to conduct intersection safety audits at thirty (30) intersections within the city limits which have a history of crashes. The intersection safety audit will include; an evaluation of existing conditions, including crash history, intersection geometry signal timing (if appropriate), and traffic volumes and speeds; proposed intersection safety improvements and their expected safety impact, and a best-practices guide for assessment and improvement of future intersections.

### **RECIPIENT**

### FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Person Authorized to Sign

16. Signature of Agreement Officer

Signature Date Signature Date

Signature Date Signature Date

Name: Jeff Mihelich

Title: City Manager

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 Mayor and Council of Rockville (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Rockville Vision Zero Intersection Safety Audits.

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," dated November 4, 2025, which is available at <a href="https://www.transportation.gov/grants/ss4a/grant-agreements">https://www.transportation.gov/grants/ss4a/grant-agreements</a> 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 (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

# ARTICLE 2 APPLICATION, PROJECT, AND AWARD

#### 2.1 Application.

Application Title: City of Rockville Vision Zero Intersection Safety Audits

Application Date: 07/05/2023

#### 2.2 Award Amount.

SS4A Grant Amount: \$320,000

#### 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:

The City of Rockville staff will prepare a request for proposal and procure the services of a transportation planning and engineering contractor to carry out the intersection audits. The city will also coordinate with appropriate state and county agencies to obtain relevant traffic and crash data from the selected intersections. Under City of Rockville staff supervision, the contractor will complete intersection safety audits at the thirty selected intersections. This audit will include field observations, assessment of crash data, evaluation of traffic patterns, signal timings, roadway volumes, traffic speeds, and pedestrian and bicycle movements, as well as review of intersection geometry and lines-of-sight. Once all data has been collected and analyzed, the contractor will prepare an existing conditions report for each intersection highlighting safety challenges to address as well as opportunities to proactively address and improve multimodal facilities and user ability to navigate the selected intersections. After the existing conditions report is shared with the City of Rockville and the public, the contractor will develop a list of recommended improvements to address existing roadway safety challenges and proactive multimodal improvements. These recommended improvements will be organized for each intersection and further organized by improvements that are considered low-cost quick build improvements that the city or relevant agency could undertake within a year and long-term improvements that would require specific budget allocation and additional design and planning. While lowcost quick build improvements will be proposed as part of the final report and deliverable, this project does not include any construction or implementation of the low-cost quick build improvements. The recommended potential improvements will be shared with the city and the public in a final report. The final report will also include a best practices table to identify intersection improvements and the criteria appropriate to warrant those improvements. It is expected that the City of Rockville, in coordination with MDOT SHA, will determine which improvements will be implemented after the completion of this supplemental planning project.

### 3.2 Project's Estimated Schedule.

**Supplemental Planning Schedule** 

Milestone	Schedule Date
Planned NEPA Completion Date:	3/30/2025
Planned Draft Plan Completion Date:	08/31/2026
Planned Final Plan Completion Date:	10/31/2026
Planned Final Plan Adoption Date:	11/30/2026
Planned SS4A Final Report Date:	12/31/2026

#### 3.3 Project's Estimated Costs.

### (a) Eligible Project Costs

Eligible Project Costs			
SS4A Grant Amount:	\$320,000		
Other Federal Funds:	\$0		
State Funds:	\$0		
Local Funds:	\$80,000		
In-Kind Match:	\$0		
Other Funds:	\$0		
Total Eligible Project Cost:	\$400,000		

#### (c) Indirect Costs

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

#### **ARTICLE 4**

#### RECIPIENT INFORMATION

### 4.1 Recipient Contact(s).

Bryan Barnett-Woods Principal Transportation Planner City of Rockville 111 Maryland Avenue, Rockville, Maryland 20850 240-314-8527 bbwoods@rockvillemd.gov

#### 4.2 Recipient Key Personnel.

Name	Title or Position	
Emad Elshafei	Chief of Traffic and Transportation	
Wahid Hassan	Senior Transportation Engineer	

### 4.3 USDOT Project Contact(s).

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

and

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

and

Division Administrator – Maryland Agreement Officer's Representative (AOR) 31 Hopkins Plaza, Suite 1520 Baltimore, MD 21201 (410) 962-4054 Maryland.FHWA@dot.gov

and

Keilyn Perez Maryland Division Office Lead Point of Contact Competitive Grants Team Leader 31 Hopkins Plaza, Suite 1520 Baltimore, MD 21201 (410) 779-7141 Keilyn.Perez@dot.gov

# ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

#### 5.1 Office for Subaward and Contract Authorization.

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

#### SUBAWARDS AND CONTRACTS APPROVAL

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

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

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

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

#### 5.2 Reimbursement Requests

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

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

### ARTICLE 6 SPECIAL GRANT TERMS

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

# ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Rockville

**Table 1: Performance Measure Table** 

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations:  Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

# ATTACHMENT B CHANGES FROM ORIGINAL GRANT AGREEMENT

Scope: NA

Schedule: To account for longer than expected consultant procurement, the project timeline has been extended to

9/15/2027.

**Budget**: NA

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

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

## **CHANGES FROM APPLICATION**

Scope: NA

Schedule: NA

**Budget**: NA

## ATTACHMENT C

[RESERVED]

## ATTACHMENT D

[RESERVED]

#### ATTACHMENT E LABOR AND WORK

### 6.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

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

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

#### 1. Supporting Narrative.

The City of Rockville Vision Zero Intersection Safety Audits project is a supplemental planning project that requires the review and evaluation of thirty intersections in Rockville with a history of crashes. To conduct the intersection safety audits at this scale, the city will use awarded grant funds to directly hire a qualified consultant or consultant team, which requires technical expertise in multiple fields. This includes transportation and traffic engineering, civil engineering, landscape and street design, transportation safety, and

infrastructure project management. Conducting this project within a reasonable time frame will require multiple professionals who are paid a fair wage for their services.

The City of Rockville will follow Federal and local regulations regarding procurement for the transportation engineering and planning consultant firm or consultant team. The city neither prevents consulting firms with or without union employees submitting a proposal for this project nor chooses its consultant based on its union employment. Employees of a selected consultant are free to join or not join a union.

# ATTACHMENT F CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

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

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

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

### 2. Supporting Narrative.

NA, the City of Rockville Vision Zero Intersection Safety Audits project is a supplemental planning project and does not include the purchase of information technology and/or operational technology.