

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 7, SERIES 2026**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH NEXT PHASE ENGINEERING FOR
THE PUBLIC WORKS SAFETY ACTION PLAN**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Independent Contractor Agreement and supporting documents; and

WHEREAS, the Town is developing a comprehensive Safety Action Plan to guide policies, projects, and community outreach, leveraging the Federal Highway Administration’s Safe System Approach. The Town is the recipient of a Safe Streets and Roads for All (SS4A) Grant, which will be used to fund the project in addition to Town appropriated funds; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

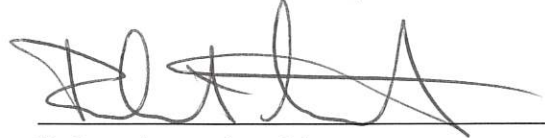
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$275,000.00 is hereby approved, authorized, and ratified for the development of the Town’s Safety Action Plan. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Legal Counsel, and other applicable staff or consultants. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 13, 2026.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk



**INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTING SERVICES
(Town of Timnath Safety Action Plan)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 15th day of January, 2026 (the “Effective Date”), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and NEXT PHASE ENGINEERING LLC (the “Contractor”), a Colorado Limited Liability Company, in good standing with the Colorado Secretary of State. The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to the Timnath Home Rule Charter and state law;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement (*see Exhibit A*);

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall perform the scope of services described in **Exhibit A** (the “Scope”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope specified in **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. The Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town through written Amendment.

2. TERM.

This Agreement shall be effective as of the Effective Date and shall expire on December 1, 2027, unless earlier terminated pursuant to Section 17, *Termination*.

3. ADDITIONAL SERVICES.

The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written Amendment to this Agreement executed by an authorized representative of the Town and the Contractor. Additional services outside of the original Scope may not be performed unless the Town has appropriated funds sufficient to cover the additional compensable amount and distributed a fully executed copy of the Amendment incorporating the additional services into the Scope.

4. CLAIMS AND SAFETY.

a. Claims. The Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

b. Safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Scope, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor represents it has ascertained: (i) the nature and location of the Scope; (ii) the configuration of the ground on which the Scope is to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Scope; (iv) the general and local conditions pertaining to the Scope; and (v) all other matters which in any way may affect the performance of the Scope by the Contractor.

b. The Contractor represents that it has the capacity, professional experience and skill to perform the Scope in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If the Contractor's performance of any portion of the Scope does not meet this standard, the Contractor shall, at the Town's request, re-perform the portion of the Scope not meeting this standard without additional compensation.

c. The Contractor shall use reasonable commercial efforts to perform and complete the Scope in a timely manner. If performance of the Scope by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the type of services are expected to change, the Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

d. The Contractor agrees that it has and will comply with all applicable Federal, State, and local laws while performing the Scope under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town.

f. Review, acceptance or approval by the Town of the Scope performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Scope or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Scope shall be as follows:

The Town shall pay the Contractor, in accordance with **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. The Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to Contractor until the completed W-9 is provided.

b. Invoices. Invoices for the Scope shall be submitted for services rendered in accordance with the agreed upon schedule in **Exhibit A**. Invoices shall contain the following information:

i. An itemized statement of the Scope performed.

- ii. Reference to the Purchase Order (PO) number distributed by the Town.
- iii. Any other reasonable information needed to process payment of the invoice.

7. PAYMENT TERMS.

a. Payment. Payment for the Scope shall be made by the Town within thirty (30) days of receipt a timely, satisfactory and detailed invoice in the form required by Section 6, *Compensation and Invoices*. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest. Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at ten (10) percent per annum.

8. INDEPENDENT CONTRACTOR.

The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees, subcontractors, agents, or representatives as employees or agents of the Town. The Town shall not be obligated to secure or provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, agents, or representatives. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. The Contractor is responsible for complying with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker's Compensation Laws, Immigration Laws and OSHA-type laws, and providing all required benefits and coverages to its employees, subcontractors, agents, and representatives.

9. EQUAL OPPORTUNITY/EMPLOYMENT ELIGIBILITY.

This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

10. CONTRACTOR'S INSURANCE.

a. It is the responsibility of the Contractor to acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**. This includes coverage requirements under the Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101, *et seq.*

b. If the Contractor subcontracts any portion(s) of the Scope, said subcontractor(s) shall be required to acquire and maintain, at its sole cost and expense, insurance coverage required by all applicable Federal, State, and local laws in amounts satisfactory to the Town and the Contractor, not to exceed the minimum amounts required of the Contractor.

c. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

d. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, which is identified by the Town as confidential information or consists of personal identifying information (PII) per section (b) below, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed

to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of this subsection.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of the Scope.

12. TECHNOLOGY STANDARDS.

a. Artificial Intelligence. The Contractor certifies that it has implemented and is in material compliance with policies and procedures for the ethical, trustworthy, and responsible use, implementation, and provisioning of AI technology, including for: (i) developing, implementing, and provisioning AI Technology in a way that promotes transparency, accountability, safety, security, fairness, accuracy, validity, reliability, and human interpretability; and (ii) identifying and mitigating bias in AI Technology during performance of the Scope. In addition, the Contractor's management has oversight and approval over its collection and use of AI Technology, including the development, implementation, and provisioning of AI Technology. The Contractor confirms it is in compliance with all laws applicable to the Contractor's development, implementation, and provision of AI Technology, including without limitation C.R.S. §§ 6-1-1701, *et seq.*

b. Accessibility. The Contractor certifies that any information and communication technology (ICT) provided to the Town under this Agreement is in compliance with the accessibility requirements of C.R.S. §§ 24-85-103 and the current non-draft version of the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA criteria. The Contractor shall furnish to the Town a Voluntary Product Accessibility Template (VPAT) or other documented proof of compliance with the above specified standards for all ICT furnished by the Contractor to the Town under the Scope. The Contractor agrees to hold harmless and indemnify the Town and assume liability for any costs, claims, damages, liabilities, court awards, attorney's fees and related costs, or expenses incurred by the Town due to the Contractor's failure to comply with these accessibility standards. The Contractor certifies that it will maintain the accessibility standards of ICT provided under the Scope, and will be responsible for remediation of any ICT that becomes non-compliant or is found to be non-compliant with these standards during performance of this Agreement.

13. OWNERSHIP OF DOCUMENTS.

All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such documents involved in the Scope for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

14. LIENS AND ENCUMBRANCES.

The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Scope contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon or upon any other real property or improvements in connection with any portion of the Scope performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Scope. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien

releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Scope at such time or times and in such form as may be reasonably requested by the Town.

15. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless the Town and its directors, officers, contractors, employees, agents, and consultants (“Town Indemnitees”) from any and all damages—including property loss, personal injury, or death—and from any claims, liabilities, actions, or expenses (including reasonable legal fees) arising directly or indirectly from the Contractor’s or its subcontractors’, officers’, agents’, or employees’ errors, omissions, negligence, willful misconduct, or criminal acts in connection with this Agreement or its performance. This indemnity does not apply to damages caused by the Town’s or other Town Indemnitees’ negligence. Except as limited by law, this obligation is not restricted by any cap on damages or benefits under workers’ compensation or similar laws, though the Contractor is not liable for special, consequential, or punitive damages. The Contractor shall, at its own expense, obtain any additional insurance it deems necessary to fulfill these indemnity obligations.

b. This indemnity coverage shall also cover the Town’s defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this section within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

c. This indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the CGIA.

16. SUBCONTRACTORS.

The Contractor is solely and fully responsible to the Town for the performance of the Scope in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. Assignment of a subcontractor shall not release the Contractor of its duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any portion of the Scope without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for the Scope rendered prior to the date of any such termination.

17. TERMINATION.

Either Party may terminate this Agreement with or without cause upon providing the other Party with thirty (30) day written notice in accordance with Section 19, *Notices*. Such notice shall not be required for automatic expiration under Section 2, *Term*. The Town may immediately terminate this Agreement if it finds that the actions or inactions by the Contractor pose a risk to health, safety and welfare of residents or participants in the Scope.

If this Agreement is terminated, the Contractor shall be paid for the Scope satisfactorily performed prior to the designated termination date, including reimbursable expenses due in the normal course of business pursuant to this Agreement.

18. DEFAULT.

If either Party is found to be in default of the terms of this Agreement, the non-defaulting Party shall deliver written notice of the default to the defaulting Party, per Section 19, *Notices*. If any default is not cured within ten (10) days of such notice, or the agreed upon timeframe if longer, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement in accordance with Section 17, *Termination*.

19. NOTICES.

Any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, sent by certified mail, return receipt requested, or sent electronically via email. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service or sent via email. Either Party may designate additional persons to whom notices will be given or change the address to which such notice will be given at any time by giving written notice in accordance with this section. Such notices will be given to the Parties at their addresses set forth below.

To the Town: Timnath Public Works Director
4750 Signal Tree Drive
Timnath, Colorado 80547
jstone@timnathgov.com

With copy to: Timnath Procurement and Contract Specialist
4750 Signal Tree Drive
Timnath, Colorado 80547
smas@timnathgov.com

AND

Timnath Town Attorney
4750 Signal Tree Drive
Timnath, Colorado 80547
csteffl@dietzedavis.com

Contractor: Next Phase Engineering LLC
Attn: Martina Wilkinson
3405 Harbor Way
Fort Collins, CO 80524
970-988-0143
martina@nextphase-eng.com

20. AUDITS/RECORDS.

The Town shall have the right to review or audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records). The Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after expiration or termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved questions or disputes regarding any item pertaining thereto.

21. GENERAL PROVISIONS.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Scope, and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

b. Assignment. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town.

c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

d. No Waiver. A waiver of any provision in this Agreement shall not waive any other provision, nor shall such waiver constitute a continuing waiver unless expressly provided in this Agreement, nor shall the waiver of one default be deemed a waiver of subsequent defaults.

e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado.

f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

g. Litigation. At the Town's request, the Contractor shall agree to be joined in litigation involving the Town and third parties related to the Scope or this Agreement, without being construed as an admission of fault or liability. The Contractor is not responsible for delays beyond its control, including Acts of God, accidents, regulatory delays, or the Town's failure to provide timely information or approvals.

h. Good Faith of Parties. The Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay performance.

i. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All obligations of the Town pursuant to this Agreement involving the expenditure of funds are subject to annual budgeting and appropriations.

j. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town including without limitation immunity pursuant to the CGIA.

k. Negotiated Provisions and Priority. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

l. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable.

m. No Third-Party Beneficiaries. Only the Parties to this Agreement may enforce its terms or bring related claims; no third party has any rights under this Agreement. Any third party receiving services or benefits under this Agreement is considered an incidental beneficiary only.

n. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-202, *et seq.*

o. Tax Exempt Status. The Town is exempt from Colorado State sales and use taxes, and these taxes shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish the Contractor with a copy of its certificate of tax exemption. The Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

[Remainder of page intentionally left blank. Signature page follows].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado


Aaron Adams (Jan 16, 2026 12:26:53 MST)

Aaron Adams
Town Manager

ATTEST:



Milissa Peters-Garcia, MMC and CMC
Town Clerk

CONTRACTOR:

Next Phase Engineering LLC


Martina Wilkinson (Jan 16, 2026 11:47:19 MST)

Martina Wilkinson
Principal

Signature Page to Independent Contractor Agreement for Consulting Services (Town of Timnath Safety Action Plan) with the Town of Timnath and Next Phase Engineering LLC, dated January 15, 2026

EXHIBIT A

SCOPE OF SERVICES

The attached Contractor's proposal shall constitute the Scope of Services.

Scope of Services

Town of Timnath – Safety Action Plan

Next Phase Engineering, together with project partners Wilson and Company, Fox Tuttle Transportation Group, Chickenango Marketing Solutions and vendor PD' Programming will be providing services to complete a Safety Action Plan (SAP) for the Town of Timnath. The plan is funded through the federal Safe Streets and Roads for All (SS4A) initiative. This scope accompanies the attached schedule and spreadsheet with breakdowns of costs per task and company.

Note that the original RFP included nine (9) tasks:

- Task 1 – Project Management
- Task 2 – Leadership Commitment and Goal Setting
- Task 3 - Planning Structure
- Task 4 – Safety Analysis
- Task 5 – Engagement and Collaboration
- Task 6 – Policy and Process Changes
- Task 7 – Strategy and Project Selections
- Task 8 – Progress and Transparency
- Task 9 – Final Plan Development and Adoption

Several of the tasks above have overlapping levels of effort. Therefore, in order to make the project more efficient with the use of funding, several tasks have been combined. All elements listed in the original scope in the RFP will still be completed. The project will be managed with the following five (5) tasks:

Task A – Project Management and Grant Compliance

This includes :

Task 1 – Project Management

Task B – Outreach and Engagement

This includes :

Task 2 – Leadership Commitment and Goal Setting

Task 3 - Planning Structure

Task 5 – Engagement and Collaboration

Task C – Safety Analysis

This includes :

Task 4 – Safety Analysis

Task D – Policies, Processes, Strategies and Projects

This includes :

Task 6 – Policy and Process

Task 7 – Strategy and Project Selection

Task E – Plan Development, Adoption, and Ongoing Items

This includes :

Task 8 – Progress and Transparency

Task 9 – Final Plan Development and Adoption



Each task is described in detail below, together with deliverables and any limitations.

Task A – Project Management and Grant Compliance

Next Phase will manage the overall project, including schedule, budget and quality control while coordinating closely with Timnath staff and stakeholders. A project kickoff meeting will be held, followed by monthly 'core team' meetings. Core team meetings are intended to be specific, detailed, working meetings with a small group of Town and consultant staff to discuss current activities, upcoming items, decision points, etc.

The consultant will provide a staff person (employed by Wilson and Company) to provide support to Timnath staff for grant compliance, including quarterly reporting.

Task A Deliverables

- Core Team established and meeting approximately monthly with schedule, meeting notes, and action items.
- Grant compliance support including aid in quarterly reporting.

Task B – Outreach and Engagement

Task B includes all the various elements of outreach and engagement for the Safety Action Plan throughout the project process. All the time and effort for Chickenango is included in this task.

Chickenango will assist the project team with development of a concise **Public Involvement Plan** (PIP) outlining engagement goals, key audiences, engagement methods, timing, and roles. The PIP will reflect a streamlined approach to engagement and coordination with the Town's existing communication channels. The plan will be provided to the Town for review and will be used throughout the project to guide involvement activities. Anticipated activities are detailed below but may be refined and adjusted as needed per Town direction throughout the project, assuming levels of effort remain within the listed hours/budget.

- **Town Board Work Session** for Visioning and Goals. Assumed to be a facilitated discussion to introduce the project, explain requirements of the federal funding (such as setting a goal for Vision Zero) and establish vision and goals for the project. Materials including an agenda will be prepared, and consultant team members will be in attendance to facilitate the session. Key discussion points and outcomes will be documented.
- **Stakeholder Committee.** Chickenango Marketing Solutions will support the planning and execution of three small-group, invitation-only stakeholder meetings to inform development of the Town of Timnath Safety Action Plan. These meetings will be structured discussions with approximately 15–20 identified stakeholders per meeting, including key agencies, elected officials, business owners, and interest groups with influence or potential impacts related to the plan. These are not public meetings. Each meeting is anticipated to be about 90 minutes and will include an information overview followed by a facilitated input activity. The anticipated focus of each meeting is as follows:

- **Meeting 1:** Introduction of the project and visioning and goal setting
- **Meeting 2:** Review and discussion of existing conditions and data analysis findings
- **Meeting 3:** Review of the draft Safety Action Plan

Consultant's role for each meeting includes developing meeting format, agenda, identifying the group, developing materials, handouts and input activities, and in meeting attendance. Key themes, feedback and outcomes will be documented.

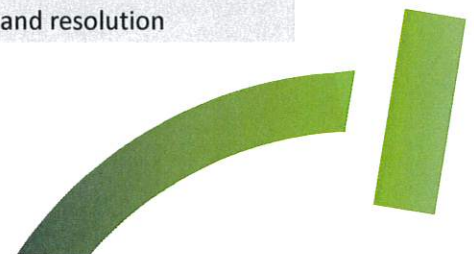
- **Public Engagement.** The consultant team will provide the following public engagement activities:
 - **Project Website:** Provide content for Town hosted website, including project descriptions, updates and engagement instructions.
 - **Interactive Map:** Support an interactive public input map (anticipate using the Town's platform for this), including coordination on platform needs and preparation of map content.
 - **Two Activities:** Support in-person engagement at two existing community events, including the Timnath Transportation Project Fair (February 12) and the Timnath Safety Fair (April/May timeframe), through preparation of engagement materials and documentation of public input.
 - **General Social Media:** Assist with drafting outreach messaging for use by the Town's Public Information Officer via existing Town communication channels.
 - **Monthly Update to Council:** Provide Timnath staff with a brief monthly update to be used in a newsletter to Council, that can be posted to the project website.

Note that no project-specific mailings or standalone public meetings are anticipated. This task is intended to provide focused public engagement support appropriate to the project scale and budget while ensuring opportunities for community input throughout the SAP development.

- **Final Engagement Summary.** Chickenango Marketing Solutions will support the project team by preparing a concise final summary of public and stakeholder engagement activities completed. The summary will be incorporated as an appendix into the report. The summary will summarize key themes, feedback and outcomes from all outreach and engagement activities.
- **Plan Adoption Town Council Meeting.** The consultant team will prepare for and attend a final Town Council meeting for adoption of the plan. This includes a presentation on the project; clear, presentation-ready summary content and visuals of outreach; and a resolution for adoption.

Task B Deliverables

- Public Involvement Plan (PIP)
- Stakeholder Committee meetings (3) with accompanying materials, outcomes
- General Outreach activities (2) to coincide with existing events
- Project website and various social media outreach
- Online pin drop tool with results in GIS
- PIP summary document
- Plan adoption Town Council meeting, including presentation and resolution



Task C – Safety Analysis

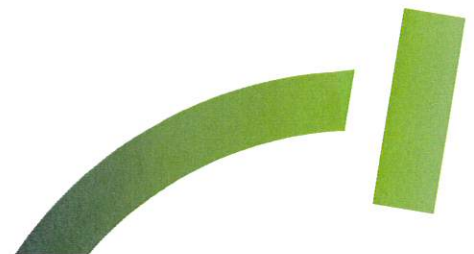
Task C begins with the compilation of crash data, and setting up a crash database:

- **Obtaining Crash Data.** The consultant team will acquire all existing data from CDOT and enter that into a database. The team will also meet with the Timnath Police Chief and/or appointed staff to discuss obtaining local data. The acquired data will be scrubbed with the level of effort not to exceed the number of hours and/or cost shown on the fee spreadsheet.
- **Other Items for Database:** The consultant will set up street conventions, determine traffic volumes (existing available counts only, no counts are assumed to be completed), assign facility IDs at intersections, and identify type of traffic control/roadway geometry at intersections.
- **Setting Up Crash Magic:** The consultant will coordinate with PD' Programming to purchase and set up Crash Magic. Cost for the purchase and first year of subscription are included in the fee for this project.

With the database set up, evaluation will include:

- **Intersection Screening and Crash Pattern Recognition.** This will be completed for all major intersections in Timnath using Highway Safety Manual and CDOT analysis techniques.
- **Overall Data Evaluation.** This includes trends, context, crash types, and vulnerable user crash evaluation.
- **GIS work.** All the crash information will be input into the GIS system by the consultant. Heat maps and other visual depictions will be created. Public comments and stakeholder committee member input will also be geocoded and input into GIS.
- **Development of the High Injury Network (High Risk Network).** A small group of consultant and Town staff will develop the HIN/HRN at a working meeting utilizing the evaluation to date including intersection evaluation, non-intersection crashes, public comment and more.
- **Set Up of Ongoing Items.** The consultant team will work with police and Town Engineering staff to set up an ongoing process to obtain, input, and scrub crash data moving forward. Next Phase is also prepared to provide training for Town staff on completion of the crash form and data scrubbing process.
- **Web Based Dashboard.** A crash data dashboard will be created and turned over to the Town for future use.

The culmination of the Safety Analysis is the creation of an Existing Conditions Report. This will be used to share with the stakeholder committee at the second meeting and used for Council updates.



Task C Deliverables

- Functioning crash database with access to Crash Magic for crash diagrams
- Intersection screening and pattern recognition spreadsheet
- Excel files with data evaluation (including pivot tables and charts)
- GIS shape files
- Existing conditions report
- Ongoing data processes for the future including crash form and scrubbing training

Task D – Policies, Processes, Strategies, and Projects

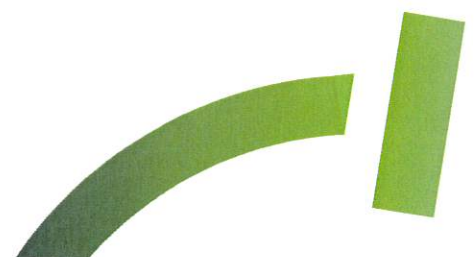
Task D is a combination of previously listed Task 6 and 7, and involves the various recommendations for countermeasures, including policies, processes, and projects.

The policy and processes elements include:

- **Review of Roadway Classifications.** This will be completed through a small group exercise that reviews the existing roadway classifications in the master street plan and identifies any segments for refinements. Note that the procedural element of changing classifications (if any) are not included in this scope.
- **Development of a Speed Limit Tool.** An excel based tool / flowchart that utilizes a variety of inputs related to a study road segment to provide a recommendation for a speed limit will be created and provided to the Town.
- **Minor Refinements to the Pedestrian Crossing Guidelines.** This involves the review and addition of information related to the striping of crosswalks at stop-controlled intersections.
- **Countermeasure Toolbox.** An excel based toolbox that provides guidance on potential countermeasures based on type of crash, roadway geometry, and intersection control will be created and turned over to the Town.

The team will also provide a standardized process for Road Safety Audits (RSAs), using a standardized form that will be provided to the Town. RSAs will be completed at up to four locations identified through the intersection screening and public outreach process. The field effort for the four RSAs is expected to not exceed a ½ day of time. Recommendations from the RSAs will be used to identify locations for concept designs and cost estimates. The level of effort for concept designs will be managed to not exceed the budget shown on the fee sheet.

Finally, the last effort in Task D involves the compilation of various funding sources with information on how the Town of Timnath can best position themselves for future funding.



Task D Deliverables

- Identified changes to roadway classifications in the master street plan
- Speed limit tool
- Updates to Pedestrian Crossing Guidelines
- Countermeasure Toolbox
- RSA form, and completed RSAs at up to four locations
- Concept designs and cost estimates
- A table for future funding options

Task E – Plan Development, Adoption and Ongoing Items

Task E will be focused on taking all the elements from previous tasks and developing the Safety Action Plan document. The document is anticipated to be created with In Design, unless the identified budget for that was previously allocated elsewhere at the Town’s direction. Appendix material is assumed to include public involvement summary, RSA summary, countermeasure toolbox, concept designs and cost estimates, and discussion of any recommended policy/process changes. The draft plan will be provided to the Town for review, and then refinements made before the final plan is completed.

A recommendation for ongoing monitoring and evaluation will be completed and turned over to the Town.

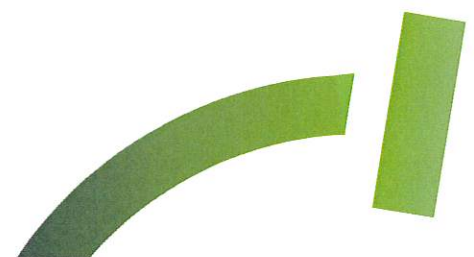
The culmination of the project will be the adoption of the plan at a Town Council meeting, and a resolution that meets the federal requirement.

Task E Deliverables

- Draft and Final Safety Action Plan and Executive Summary
- Adoption of the final plan through Town Council (together with a resolution)
- Template for an annual report in the future

Project Timeline

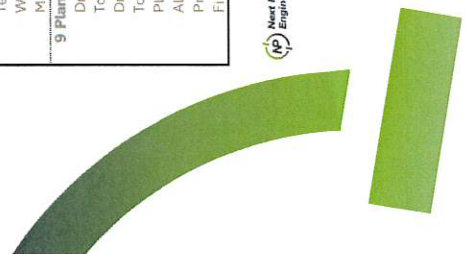
The general project timeline is shown on the following page. The anticipated completion date of the project will be at the end of January 2027.



Timnath SS4A Safety Action Plan Project Schedule

	2026												2027				
	January	February	March	April	May	June	July	August	September	October	November	December	January	February			
A. Project Management and Grant Compliance	5, 12, 19, 26	2, 9, 16, 23	2, 9, 16, 23, 30	6, 13, 20, 27	4, 11, 18, 25	1, 8, 15, 22, 29	6, 13, 20, 27	3, 10, 17, 24, 31	7, 14, 21, 28	5, 12, 19, 26	2, 9, 16, 23, 30	7, 14, 21, 28	4, 11, 18, 25	1, 8, 15, 22			
1 Notice to Proceed Kickoff Meeting Monthly (2nd week), Quarterly Reports	*	*	*	*	*	*	*	*	*	*	*	*	*	*			
B. Outreach and Engagement																	
2 Leadership Commitment																	
3 Stakeholder Task Force																	
5 General Engagement																	
C. Safety Analysis																	
4 Obtain Crash Magic and system install																	
Acquire data, set up database and GIS																	
Scrub data, Facility IDs																	
Intersection screening and pattern recognition																	
Overall data eval, trends and context																	
Special review of VRU, etc.																	
Set up ongoing processes, PD training																	
GIS work - heat maps, HIN, dashboard, etc																	
Existing Conditions Report																	
D. Policies, Processes, Strategies and Projects																	
6 Policy and Processes																	
Speed limits																	
Classification Review																	
RSA forms, manual																	
7 Strategy and Projects																	
Prioritization framework and criteria																	
ID top locations and intersections of interest																	
Road Safety Audits																	
High level concept designs and cost estimates																	
E. Plan Development, Adoption and Ongoing Items																	
8 Progress and Transparency																	
Template for annual safety report																	
Web based dashboard																	
Monitoring and update protocol																	
9 Plan Development and Adoption																	
Draft plan (content only)																	
Town review period																	
Draft plan (in design)																	
Town review period																	
Plan refinement, Ex summary																	
All remaining deliverables (GIS shapefiles, forms, spreadsheets)																	
Presentation to Town Council, Adoption																	
Final Report/Deadline																	

Town of Timnath - Safety Action Plan



Timnath Safety Action Plan Tasks and Costs

As of: 1/1/2026

	\$210 Hourly Rate		Subconsultants and Vendors				Sub total	Total
	Next Phase Hours	Next Phase Total	Wilson	Fox Tuttle	Chicken-ango	Crash Magic		
A Project Management and Grant Compliance								\$28,000
Task 1 Project Management and Grant Compliance Status meetings schedule, reporting, communication (12 mtgs) Grant compliance - quarterly reports	95.2	\$20,000	\$8,000				\$20,000 \$8,000	
B Outreach and Engagement								\$71,000
Task 2 Leadership Commitment and Visioning (Goal Setting) Task 3 Planning Structure Task Force Task 5 Engagement and Collaboration								
2a Worksession for visioning, goals?	19.0	\$4,000		\$1,000	\$4,000		\$9,000	
1a Include monthly updates to council	23.8	\$5,000					\$5,000	
3a Safety Action Plan Task Force (3 meetings)	47.6	\$10,000		\$3,000	\$10,000		\$23,000	
5a Public outreach (multiple forms) – 2 rounds, and summary	23.8	\$5,000			\$25,000		\$30,000	
9a Draft resolution, presentation, adoption	9.5	\$2,000			\$2,000		\$4,000	
C Safety Analysis								\$76,000
Task 4 Safety Analysis Obtain Roadway Safety Screening Software (such as Crash Magic) (\$3,000 purchase and \$ 1,800 subscription for first year)	9.5	\$2,000				\$5,000	\$7,000	
Setting up database.							\$11,000	
Getting CDOT data (older data)	4.8	\$1,000						
Getting current local data (meet early w/ Chief)								
Coor w/ IT/PPD to get reports electronically	9.5	\$2,000						
Set up street convention, assign facility IDs to intersections	4.8	\$1,000						
Data scrubbing, volumes roads spreadsheet	9.5	\$2,000		\$5,000				
Crash Analysis Tools							\$5,000	
Setting up intersection screening tool per Highway Safety Manual	23.8	\$5,000						
Setting up pattern recognition process								
Overall Data Evaluation							\$8,000	
Identify trends and context (slice and dice the data)	23.8	\$5,000						
Review special crash types, including Vulnerable Road Users				\$3,000				
Set up Ongoing Crash Data Process							\$10,000	
Work with PD, crash form vendor, Crash Magic	23.8	\$5,000						
Training: PD (filling out form) & engineering (scrubbing & QC)	23.8	\$5,000						
GIS work - includes:	23.8	\$5,000	\$20,000				\$25,000	
Heat maps, visual of High Injury Network, public comments, etc.								
Integrate facility IDs, classifications, volumes etc.								
Web based dashboard								
Shape files to turn in								
Existing Condition Report	47.6	\$10,000					\$10,000	
D Policies, Processes, Strategies, and Projects								\$68,000
Task 6 Policy and Process	47.6	\$10,000		\$10,000			\$20,000	
Task 7 Strategy and Project Selection								
6a Speed limit tool								
6b Classification review								
6c Refine Ped crossings at intersections								
6d RSA template and checklist								
7a Prioritization framework, criteria, ID priority locations and projects	23.8	\$5,000					\$5,000	
7b Safety Audits of top locations	47.6	\$10,000	\$2,000				\$12,000	
7c High level concept design and cost estimates (up to 5)	9.5	\$2,000	\$20,000	\$2,000			\$24,000	
7d Matrix of projects with priorities and funding options	9.5	\$2,000	\$5,000				\$7,000	
E Plan Development, Adoption, Ongoing Items								\$32,000
Task 8 Progress and Transparency								
Task 9 Final Plan Development and Adoption								
8a Template for annual safety report	9.5	\$2,000	\$2,000				\$4,000	
8b Monitoring and update protocol	9.5	\$2,000					\$2,000	
9a Draft plan	47.6	\$10,000					\$10,000	
9b Design of the draft plan			\$5,000				\$5,000	
9c Ex Summary	9.5	\$2,000	\$1,000				\$3,000	
9d Refinements and revisions, final plan development	28.6	\$6,000	\$2,000				\$8,000	
	666.67	\$140,000	\$65,000	\$24,000	\$41,000	\$5,000	Total	\$275,000
		Next Phase	Wilson	Fox Tuttle	Chicken-ango	Crash Magic		

EXHIBIT B

INSURANCE REQUIREMENTS

It is the sole responsibility of the Contractor to ensure that insurance coverage(s) meet the requirements below. Failure to acquire and maintain adequate insurance coverage(s) shall not release the Contractor from liability under this Agreement.

General Requirements:

1. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage.
2. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured.
3. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry.

Insurance Requirements:

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Scope, with policy amounts and coverage in compliance with Colorado State law.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages;
 - e. medical payments;
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Scope, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage.
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C
US DEPARTMENT OF TRANSPORTATION
EXHIBITS A AND E CLAUSES

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.












SS4A Safety Action Plan ICA 01.15.2026

Final Audit Report

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