
GRANT SUMMARY SHEET

Grant Name: Stage 2 Strengthening Mobility and Revolutionizing Transportation 25-28

Department: NDOT

Grantor: U.S. DEPARTMENT OF TRANSPORTATION

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$10,000,000.00

Cash Match Amount \$0.00

Department Contact: Casey Hopkins
880-1676

Status: CONTINUATION

Program Description:

Building on Stage 1, this project will use LiDAR technologies to address gaps in traditional safety evaluation methods through collecting and evaluating "near-miss" data on Nolensville Pike and North Nashville.

Plan for continuation of services upon grant expiration:

Incorporate operating/ asset management costs in NDOT budget.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>					Application <input type="radio"/>					Award Acceptance <input checked="" type="radio"/>					Contract Amendment <input type="radio"/>				
Department		Dept. No.		Contact					Phone		Fax								
NDOT				Tesha Chambers					8801676										
Grant Name: Stage 2 Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program 25-28																			
Grantor:		U.S. DEPARTMENT OF TRANSPORTATION					Other:												
Grant Period From:		08/01/25		(applications only) Anticipated Application Date:															
Grant Period To:		07/31/28		(applications only) Application Deadline:															
Funding Type:		FED DIRECT		Multi-Department Grant <input type="checkbox"/>					If yes, list below.										
Pass-Thru:				Outside Consultant Project: <input type="checkbox"/>															
Award Type:		FORMULA		Total Award:					\$10,000,000.00										
Status:		CONTINUATION		Metro Cash Match:					\$0.00										
Metro Category:		Est. Prior.		Metro In-Kind Match:					\$0.00										
CFDA #		20.941		Is Council approval required? <input checked="" type="checkbox"/>															
Project Description:		The Nashville Department of Transportation (NDOT) is committed to identifying safety incidents outside traditional crash reports, implementing targeted safety measures, and evaluating these measures in Downtown Nashville's complex multimodal environment under the city's Vision Zero Implementation Plan. Through the installation of LiDAR and video camera technologies at key intersections and mid-block segments, we plan to collect and evaluate "near-miss" data that would not be identified using traditional evaluation methods, enabling us to further protect our transportation network's most vulnerable individuals. NDOT is joined by the University of Tennessee (Chattanooga), Vanderbilt University, and Tennessee State University in this initiative																	
Plan for continuation of service after expiration of grant/Budgetary Impact:																			
NA																			
How is Match Determined?																			
Fixed Amount of \$		\$0.00		or		0.0%		% of Grant		Other: <input type="checkbox"/>									
Explanation for "Other" means of determining match:																			
For this Metro FY, how much of the required local Metro cash match:																			
Is already in department budget?		\$0.00				Fund N/A		Business Unit		N/A									
Is not budgeted?		\$0.00				Proposed Source of Match:		N/A											
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)																			
Other:																			
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00													
Departmental Indirect Cost Rate		18.83%		Indirect Cost of Grant to Metro:		\$1,883,000.00													
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		Ind. Cost Requested from Grantor:		\$0.00		in budget									
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)																			
Draw down allowable? <input type="checkbox"/>																			
Metro or Community-based Partners:																			
NDOT is joined by the University of Tennessee (Chattanooga), Vanderbilt University, and Tennessee State University in this initiative.																			

Part Two

Grant Budget											
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor	
Yr 1	FY25	\$10,000,000.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	\$10,000,000.00	\$1,883,000.00	\$0.00	
Yr 2	FY__										
Yr 3	FY__										
Yr 4	FY__										
Yr 5	FY__										
Total		\$10,000,000.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	\$10,000,000.00	\$1,883,000.00	\$0.00	
Date Awarded:				Tot. Awarded:		\$10,000,000.00		Contract#:		69A3552541040	
(or) Date Denied:				Reason:							
(or) Date Withdrawn:				Reason:							

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

JP

Resolution No. _____

A resolution accepting a Strengthening Mobility and Revolutionizing Transportation (SMART) Stage 2 grant from the U.S. Department of Transportation to the Metropolitan Government, acting by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), to leverage advanced data to deliver multimodal safety (LADDMS) to set the standard for safe operation of corridors for all road users through targeted vision zero interventions

WHEREAS, the U.S. Department of Transportation has awarded a grant in an amount not to exceed \$10,000,000 with no cash match required to the Metropolitan Government, acting by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), to leverage advanced data to deliver multimodal safety (LADDMS) to set the standard for safe operation of corridors for all road users through targeted vision zero interventions; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the U.S. Department of Transportation, in an amount not to exceed \$10,000,000, to the Metropolitan Government, acting by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), to leverage advanced data to deliver multimodal safety (LADDMS) to set the standard for safe operation of corridors for all road users through targeted vision zero interventions, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jennine Reed/mjw

Jennine Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Hannah Britlin

Hannah Britlin, General Counsel
Metropolitan Attorney

Member(s) of Council

ASSISTANCE AGREEMENT					
1. Award No. 69A3552541040		2. Modification No.	3. Effective Date 08/01/2025	4. CFDA No. 20.941	
5. Awarded To NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GO Attn: VAUGHN WILSON 1 PUBLIC SQ NASHVILLE TN 372015007		6. Sponsoring Office OFFICE OF THE SECRETARY Off of Asst Sec for Research & Tech 1200 New Jersey Avenue, East Building, 3rd Washington DC 20590		7. Period of Performance 08/01/2025 through 07/31/2028	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority Pub. L. 117-58, November 15, 2021 IIJA Section 25005		10. Purchase Request or Funding Document No. OS2025R1SMG048		
11. Remittance Address NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GO Attn: METRO GOVERNMENT OF NASHVILLE AND D METRO FINANCE DEPARTMENT 700 2ND AVENUE SOUTH, STE 310 NASHVILLE TN 37210		12. Total Amount Govt. Share: \$10,000,000.00 Cost Share : \$0.00 Total : \$10,000,000.00		13. Funds Obligated This action: \$10,000,000.00 Total : \$10,000,000.00	
14. Principal Investigator	15. Program Manager THY H. NGUYEN Phone: 202-875-0520		16. Administrator OFFICE OF THE SECRETARY Off of Asst Sec for Research & Tech 1200 New Jersey Avenue, East Building, 3rd Washington DC 20590		
17. Submit Payment Requests To OST Delphi eInvoicing System https://einvoice.esc.gov		18. Paying Office OST Delphi eInvoicing System https://einvoice.esc.gov		19. Submit Reports To See Reporting Requirements Checklist Attachment	
20. Accounting and Appropriation Data 1734X2400B.2025.POLX000GRT.54000SMART.41000.61006600.0000000000.0000000000.0000000000.0000000000					
21. Research Title and/or Description of Project Leveraging Advanced data to Deliver Multimodal Safety (LADDMS)					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer		
23. Name and Title		24. Date Signed	26. Name of Officer THY H. NGUYEN		27. Date Signed

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 69A3552541040	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00006	<p>UEI: LGZLHP6ZHM55</p> <p>This agreement between the United States Department of Transportation (the USDOT) and the Metropolitan Government of Nashville reflects the selection of the Recipient to receive a Strengthening Mobility and Revolutionizing Transportation (SMART) Stage 2 Grant for the project entitled "Leveraging Advanced data to Deliver Multimodal Safety (LADDMS)".</p> <p>The Recipient therefore agrees to all applicable Federal Financial Assistance law and regulations, and award TERMS & CONDITIONS, as provided in the following attachments:</p> <p>1. DOT OST-R SMART Reporting Requirements Checklist Version May092025</p> <p>2. DOT OST-R SMART Specific T&Cs Article 1-6 Version Aug012025</p> <p>3. DOT OST-R SMART General T&Cs Article 7-30 Version May092025</p> <p>4. DOT OST-R SMART Program Exhibits Version May092025</p> <p>Prepay Indicate: NO</p>				
	<p>TN Metropolitan Government of Nashville</p> <p>Obligated Amount: \$10,000,000.00</p> <p>The total amount of award: \$10,000,000.00. The obligation for this award is \$10,000,000.00.</p>				10,000,000.00

**U.S. DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT UNDER THE FISCAL YEAR 2024
STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS
PROGRAM**

SPECIFIC TERMS AND CONDITIONS ARTICLES 1-6

Version Date: Aug 01, 2025

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1. In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program,” dated May 9, 2025, which is available at <https://www.transportation.gov/grants/smart/smart-terms-and-conditions-0>.

Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

2. The Recipient states 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).

3. 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 SMART Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SMART Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 AWARD INFORMATION

1. Award Number: 69A3552541040
2. Award Amount: \$10,000,000.00
3. Budget Period: 08/01/2025 - 07/31/2028

ARTICLE 3 PROJECT INFORMATION

1. Project Title: Leveraging Advanced data to Deliver Multimodal Safety (LADDMS)
2. Period of Performance: 08/01/2025 - 07/31/2028
3. Statement of Work: Stage II goal is to set the standard for safe operation of corridors for all road users through targeted Vision Zero interventions.

4. Additional information: See Proposal and the FINAL Budget and Budget Justification documents, as provided by the Recipient and are located in the Supporting Docs folder in PRISM.

ARTICLE 4 RECIPIENT INFORMATION

1. Recipient Unique Entity Identifier: LGZLHP6ZHM55

2. Recipient Contact(s):

Name: Robert White

Title: Traffic Management Center Manager

Phone: 615-854-1454

Email: robert.white@nashville.gov

3. Recipient Key Personnel/ Principal Investigator

Name: Tesha Chambers

Title: Program Manager-Grants Coordinator

Phone: 615-626-1369

Email: Tesha.chambers@nashville.gov

4. USDOT SMART Contact(s)

Name: Thy Nguyen

Title: Grants Management Specialist/Agreements Officer

Phone: 202-875-0520

Email: thy.nguyen@dot.gov

ARTICLE 5 US DOT ADMINISTRATIVE INFORMATION

- 5.1 Office for Subaward and Contract Authorization.

- a) USDOT Office for Subaward and Contract Authorization: Office of the Assistant Secretary for Research and Technology 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).

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

- b) Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the procurement of goods and services.

Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

- c) 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.

***See FINAL Budget and FINAL Budget Justification located in PRISM*

5.2 Reimbursement Requests

- a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available and are allowable under the applicable cost provisions of 2 CFR Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- b) The Recipient shall use the DELPHI e-Invoicing 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 (Outlay Report and Request for Reimbursement for Non-Construction Programs) 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 AO may withhold processing that request until the Recipient provides sufficient detail.
- d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- e) The USDOT may waive the requirement in section 19.7(a) that the Recipient use the DELPHI e-Invoicing System. The Recipient may obtain waiver request forms on the DELPHI e-Invoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to:

Director of the Office of Financial Management US Department of Transportation,
Office of Financial Management B-30, Room W93-431 1200 New Jersey Avenue SE
Washington DC 20590-0001 or DOTElectronicInvoicing@dot.gov.

- f) To seek reimbursement from DOT, the Recipient shall submit documentary evidence of all expenditures associated with the Grant Project (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment.

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

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SMART funds must be expended by the budget period end date as specified in Article 10.3 of the "General Terms and Conditions Articles 7-30".
- 6.2 The Recipient should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations, and 49 CFR Part 21, as amended thereto. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.
- 6.3 Pursuant to the court's preliminary injunction order in King County v. Turner, 2:25-cv-814-BJR (W.D. Wash.), ECF No. 169 (June 3, 2025), DOT will not be imposing or enforcing the challenged conditions,* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to DOT Plaintiffs and subrecipients, or otherwise rescinding, withholding, cancelling, not processing, pausing, freezing, impeding, blocking, cancelling, terminating, delaying, or conditioning DOT funds based on such conditions to the DOT Plaintiffs or their subrecipients while subject to an injunction. Further, DOT will not require DOT Plaintiffs or their subrecipients to make any certification or other representation related to compliance with such terms and conditions nor will DOT refuse to issue, process, or sign grant agreements based on DOT Plaintiffs' participation in this litigation. Should DOT prevail in the District Court or on appeal, then DOT will require that recipients agree to the original terms and conditions if they wish to continue with the grant in place.

*The challenged conditions are:

1.

“Pursuant to section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]”;
2.

“Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this Agreement, Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws”;
3.

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law”; and
4.

A requirement that the recipient comply with “executive orders.”
- 6.4

DOT accepts Plaintiff’s amendments to the standard DOT grant template for this project insofar as the edits relate to the preliminary injunction (PI) issued in King County v. Turner, 2:25-cv-814-BJR (W.D. Wash.), ECF No. 169 (June 3, 2025). DOT’s acceptance of recipient’s redlines do not preclude DOT from enforcing any term in DOT’s original language that is outside the scope of the PI. If the PI is lifted, DOT will require that recipients agree to the original terms and conditions if they wish to continue with the grant in place.

ATTACHMENT A Performance Measurement Information

1.

Baseline Measurement Date: Due 90 days after award
2.

Baseline Report Date ('Evaluation Plan'): Due 90 days after award

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Safety and Reliability	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on emergency response and the safety of systems for pedestrians, bicyclists, and the broader traveling public	End of period of performance

Resiliency	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the reliability and resiliency of the transportation system including cybersecurity.	End of period of performance
Access	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on connecting or expanding access to jobs, education, and essential services.	End of period of performance
Partnerships	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the economic competitiveness and private sector investments or partnerships including technical and financial commitments	End of period of performance
Integration	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the integration of systems and the connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public	End of period of performance
Costs	Project Costs: Quantification of the cost of the proof-of-concept or prototype carried out using the grant (Stage 1)	End of period of performance
Costs	Project Costs: Quantification of the anticipated cost of at-scale implementation (Stage 2)	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and recommendations for future deployment strategies	End of period of performance

ATTACHMENT B Changes From Application

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences.

1. *Scope:*
2. *Schedule:*
3. *Budget: See the FINAL Budget and FINAL Budget Justification in the Supporting Docs folder in PRISM*

ATTACHMENT C Reserved

ATTACHMENT D Reserved

ATTACHMENT E Labor and Workforce

Efforts to Support Good-Paying Jobs and Strong Labor Standards

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

- ☐ 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 Article 3. (In the supporting narrative below, identify the relevant actions from Article 3.)
- ☐ 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.

Supporting Narrative:

[Recipient- Insert supporting text on last page as described in the table above.]

ATTACHMENT F: Reserved

U.S. DEPARTMENT OF TRANSPORTATION**GENERAL TERMS AND CONDITIONS UNDER THE STRENGTHENING MOBILITY AND
REVOLUTIONIZING TRANSPORTATION (SMART) GRANT PROGRAM****GENERAL TERMS AND CONDITIONS Articles 7-30****Version Date: May 09, 2025**

The Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117–58, November 15, 2021) established the Strengthening Mobility and Revolutionizing Transportation (**SMART**) Discretionary Grant Program (IIJA Section 25005) and appropriated additional funds to the United States Department of Transportation (the “**USDOT**”) under Division J, Title VIII of IIJA to implement the program. The funds are available to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector.

The USDOT published a Notice of Funding Opportunity (the “**NOFO**”) to solicit applications for Federal Financial assistance for the **SMART** program.

These general terms and conditions are incorporated by reference in a project-specific Financial Assistance agreement under the SMART Grants Program. The project specific portion of the agreement can be found in the document titled “Specific Terms and Conditions Articles 1-6”. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F in Article 6 of that document are project-specific attachments.

ARTICLE 7 PURPOSE**7.1 Purpose.**

The purpose of this award is to is to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector. The parties will accomplish that purpose by achieving the following objectives:

- a) timely completing the Project; and
- b) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by Attachment B in Article 6 of the Specific Terms and Conditions Articles 1-6.

ARTICLE 8 USDOT ROLE**8.1 Division of USDOT Responsibilities.**

The Office of the Secretary of Transportation—Research and Technology (OST-R) is ultimately responsible for the USDOT’s administration of the SMART Grant Program.

8.2 USDOT Program Contacts.

U.S. Department of Transportation
Office of the Assistant Secretary for Research and Technology
1200 New Jersey Avenue, SE
Washington, DC 20590 SMART@dot.gov

ARTICLE 9 RECIPIENT ROLE**9.1 Statements on the Project**

The Recipient states that:

- a) all material statements of fact in the Grant Application were accurate when the application was submitted; and
- b) Attachment B of Article 6 in the Specific Terms and Conditions Articles 1-6 documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity

The Recipient states that:

- a) it has the authority to receive Federal Financial Assistance under this agreement, and it has the legal authority to complete the Project
- b) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement
- c) not less than the difference between the “Total Eligible Project Cost” and the SMART “Award Amount” listed in Article 2 of the Specific Terms and Conditions Articles 1-6 are committed to fund the Project
- d) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this Article 9 and in Article 24.7 on behalf of the Recipient.

9.3 USDOT Reliance

The Recipient acknowledges that:

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

9.4 Project Delivery

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

9.5 Rights and Powers Affecting the Project

- a) the Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT
- b) the Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement
- c) the Recipient shall ensure that the funds provided by USDOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

9.6 Notification of Changes to Key Personnel.

The Recipient shall notify all USDOT representatives who are identified in section 4 of Article 4 in the Specific Terms and Conditions Articles 1-6 in writing within 30 calendar days of any change in key personnel who are identified in section 3 of Article 4.

ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount

The USDOT hereby awards to the Recipient the amount listed in section 2 of Article 2 in the Specific Terms and Conditions Articles 1-6 as the SMART Grant amount.

10.2 Federal Obligations.

This agreement obligates funds for the Period of Performance listed in section 2 of Article 3 in the Specific Terms and Conditions Articles 1-6.

10.3 Budget Period

The Budget Period for this award begins on the date of this agreement and ends on the budget period end date as specified in section 3 of Article 2 in the Specific Terms and Conditions Articles 1-6.

In this agreement, "Budget Period" is used as defined at 2 CFR 200.1.

10.4 Period of Performance

This award begins on the "Effective date" and ends on the "End date" as specified in section 2 of Article 3 in the Specific Terms and Conditions Articles 1-6.

In this agreement, "Period of Performance" is used as defined at 2 CFR 200.1.

ARTICLE 11 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement

The Recipient shall notify all USDOT representatives who are identified in section 4 of Article 4 in the Specific Terms and Conditions Articles 1-6 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project.

11.2 Statement of Work Changes

If the Project's activities differ from the statement of work that is described in section 3 of Article 3 and Attachment B of Article 6 in the Specific Terms and Conditions Articles 1-6, then the Recipient shall request an amendment of this agreement.

11.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement:

- a) a substantial completion date for the Project or a component of the Project

- b) a schedule change would require the Period of Performance to continue after the period of performance end date listed in Section 2 of Article 3 in the Specific Terms and Conditions Articles 1-6.

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

11.4 Budget Changes

- a) the Recipient acknowledges that if the cost of completing the Project increases:
 - 1. that increase does not affect the Recipient's obligation under this agreement to complete the Project
 - 2. the USDOT will not increase the amount of this award to address any funding shortfall
- b) For budget changes, the Recipient shall request an amendment of this agreement to update section 2 of Article 2 unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- c) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 2 of Article 2 in the Specific Terms and Conditions Articles 1-6, the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in section 1 of Article 7.
- d) If the actual eligible project costs are less than the "Total Eligible Project Cost" and the Recipient does not make a proposal in accordance with the guidance in Article 11 or the USDOT does not accept the Recipient's proposal, then:
 - 1. in a request accordance with section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" and the actual eligible project costs; and
 - 2. if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SMART Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 2 of Article 2 in the Specific Terms and Conditions Articles 1-6.

- a) The Recipient acknowledges unexpended amounts are required to be refunded, and constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900-999)

- b) The Recipient shall ensure compliance with Federal regulations requiring conduct of a Federally approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.

11.5 USDOT Acceptance of Changes

The USDOT may accept or reject amendments requested under this Article 11, and in doing so may elect to consider only the interests of the SMART grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this Article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement per guidance provided in Article 21, Agreement Modifications.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission

The Recipient shall send all reports required by this agreement in accordance with the instructions provided in the SMART Reporting Requirements Checklist.

12.2 Paperwork Reduction Act Notice

Under 5 CFR 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0520.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Program Performance Reports

The recipient shall submit to USDOT Quarterly Project Progress Reports in the format and with the content described in Exhibit C of the Program Exhibits attachment.

Due dates for reporting periods are **3/31, 6/30, 9/30, or 12/31**, regardless of budget period start dates. Recipients shall submit quarterly reports no later than **30 days after** the end of the reporting period. Annual reports are due no later than **90 days after** the end of the reporting period.

13.2 Quarterly Financial Status

Recipient shall submit a Federal Financial Report using SF- 425 in accordance with specified due dates.

ARTICLE 14 PERFORMANCE REPORTING

14.1 Evaluation and Data Management Plans

The Recipient shall submit to the USDOT, no later than **90 days after** receiving the award, a report that provides an overview of how the project will be evaluated ('Evaluation Plan') and a report that describes how the data collected will be managed and stored ('Data management Plan') including:

- a) an overview of how the proof-of-concept or prototype will be evaluated and how the data collected will be managed and stored
- b) a description of the anticipated impact areas (i.e. goals) of the project if implemented at scale and the methods that will be used to estimate the anticipated benefits and costs associated with implementation
- c) robust performance metrics and measurable targets based on the project goals to inform whether the proof-of-concept or prototype meets expectations and whether full implementation would meet program goals, and
- d) the baseline data for each performance measure that is identified in the Performance Measure Table in Attachment A of Article 6, accurate as of the Baseline Measurement Date that is identified in Attachment A and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

Guidance on the preparation and submission of each of these reports is available on the SMART Grants website under 'Resources for all Grantees'.

14.2 Implementation Report

The Recipient shall submit to the USDOT, not later than **1 year after** receiving the grant award, a report that describes, consistent with section 25005(f) of IJIA:

- a) the deployment and operational costs of the project, as compared to the benefits and savings from the project
- b) the means by which the project has met the original expectation, as projected in the SMART grant application, including data describing the means by which the project met the specific goals for the project
- c) lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance
- d) a description of the requirements for a successful at-scale deployment, an assessment of the feasibility of at-scale implementation, and an analysis of the success, challenges, and validity of the initial approach

- e) the performance measurement data for each performance measure that is identified in the Performance Measure Table in Attachment A of Article 6 in the Specific Terms and Conditions Articles 1-6.

*****Implementation Report. A final version of this report is due at the end of the Period of Performance.***

14.3 Performance Reporting Survival

The data collection and reporting requirements in this Article 14 survive three years post period of performance.

14.4 Program Evaluation

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

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations

- a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or any of the Terms and Conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- b) If the USDOT notifies the Recipient of a proposed determination of noncompliance, the Recipient may, no later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - 1. accept the remedy
 - 2. acknowledge the noncompliance, but propose an alternative remedy; or

3. dispute the noncompliance.

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

- c) The USDOT may make a final determination of noncompliance only:
 1. after considering the Recipient's response in accordance 15.1(b);
 2. if the Recipient fails to respond under in accordance with 15.1(b), after the time for that response has passed.
- d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

- a) If the USDOT makes a final determination of noncompliance under in accordance with 15.1(d), the USDOT may impose a remedy, including:
 1. additional conditions on the award
 2. any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments, disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180
 3. requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or
 4. any other remedy legally available.
- b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- d) In imposing a remedy or making a public interest determination under section 15.2, USDOT may elect to consider the interests of only the USDOT
- e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims Federal Claims Collection Standards (31 CFR Part 901).

15.3 Other Oversight Entities

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

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination

- a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - 1. Recipient fails to meet any milestone by six months
 - 2. the Recipient fails to comply with the Terms and Conditions of this agreement, including a material failure to comply, even if it is beyond the reasonable control of the Recipient; or
 - 3. the USDOT determines that termination of this agreement is in the public interest.
 - 4. the Recipient fails to expend the funds within 2 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- d) The Recipient may request that the USDOT terminate the agreement.

16.2 Closeout Termination

- a) This agreement terminates on Project Closeout.
- b) In this agreement, "Project Closeout" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

16.3 Post-Termination Adjustments

The Recipient acknowledges that under 2 CFR 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events

- e) The end of the Period of Performance does not terminate this agreement or the Recipient's obligations under this agreement.
- f) The liquidation of funds as specified in section 1 of Article 20 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies.

The termination authority under this Article 16 supplements and does not limit the USDOT's remedial authority under Article 15 or 2 CFR Part 200, including 2 CFR 200.339–200.340.

ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention

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

17.2 Financial Records and Audits

- a) the Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- b) the Recipient shall keep accounts and records described in section 17.2(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.301–200.307, 2 CFR Part 200 subpart F, will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506
- c) the Recipient shall separately identify expenditures under the SMART program, a grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

1. list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 CFR Part 200, subpart F, including "DOT SMART" in the program name; and
2. list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "DOT SMART" in column c ("Additional Award Identification").

17.3 Internal Controls.

The Recipient shall establish and maintain internal controls as required under 2 CFR 200.303.

17.4 USDOT Record Access

The USDOT may access Recipient records related to this award under 2 CFR 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

For domestic sourcing compliance purposes and to ensure proper procurement, recipients shall coordinate with the SMART Program office to identify if their project is considered an Infrastructure project. If USDOT determines that a project is a "project for infrastructure," the recipient will comply with Build America Buy America requirements. If USDOT determines that a project is not a "project for infrastructure," the recipient will comply with Buy American Act requirements. The Recipient may participate in planning activities before project identification, as long as it does not include the purchasing of physical materials or a commitment to do so.

18.1 Build America, Buy America.

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

For BABA compliance purposes and to ensure proper procurement, recipients shall coordinate with the SMART Program office to identify if their project is considered an Infrastructure project. If USDOT determines that a project is a "project for infrastructure," the recipient will comply with Build America Buy America requirements. If USDOT determines that a project is not a "project for infrastructure," the recipient will comply with Buy American Act requirements. The Recipient may participate in planning activities before project identification, as long as it does not include the purchasing of physical materials or a commitment to do so.

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

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

- a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States
- b) all manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability

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

Waivers

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

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

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

- a) applying the domestic content procurement preference would be inconsistent with the public interest
- b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality

- c) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

Definitions

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

- (i) Non-ferrous metals
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (iii) Glass (including optic glass)
- (iv) Fiber optic cable (including drop cable)
- (v) Optical fiber
- (vi) Lumber
- (vii) Engineered wood
- (viii) Drywall

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

“Infrastructure Project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117- 58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and OST. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- b) Under 2 CFR 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States. The Recipient shall include the requirements of 2 CFR 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

18.2 Buy American Act

The Recipient shall apply, comply with, and implement all provisions of the Buy American Act, 41 U.S.C. §§ 8301-8305.

For the purpose of Article 18 of this agreement, the Project is deemed a public work of the Federal Government under 41 U.S.C. § 8301.

Article 18 implements 41 U.S.C. §§ 8301-8305, the Buy American Act, by providing a preference for domestic construction material.

The Recipient shall not use foreign construction materials in performing this agreement, except that:

- a) the Recipient may use a commercially available off-the-shelf item under 41 U.S.C. § 1907 regardless of its components if the item is manufactured in the United States
- b) the Recipient may use information technology that is a commercial item
- c) the Recipient may use foreign construction materials that are listed at 48 CFR 25.104
- d) the Recipient may use foreign construction materials if the USDOT has authorized their use under subsection (d) of Article 18.

If the Recipient uses foreign construction material in violation of Article 18, the USDOT may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under Article 15 and 2 CFR 200.339.

- a) The USDOT may authorize the Recipient to use foreign construction material, if the USDOT determines that:
 - 1. applying the Buy American statute to the construction material would be impracticable or inconsistent with the public interest
 - 2. the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality
 - 3. the cost of domestic construction material is unreasonable. To determine if a cost is unreasonable, the USDOT will follow processes described in 48 CFR 25.106.

The Recipient may request that the USDOT authorize the Recipient to use foreign construction materials. The Recipient shall provide adequate information for the USDOT to evaluate the request, including:

- a) a description of the foreign and domestic construction materials
- b) unit of measure
- c) quantity
- d) price, including all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued)
- e) time of delivery or availability
- f) location of the construction project
- g) name and address of the proposed supplier
- h) a detailed justification of the reason for use of foreign construction materials identifying the specific basis for an exception under subsection (d) of this term
- i) if the Recipient requests authorization under subsection (d)(3) of Article 18, a reasonable survey of the market and a full price comparison measuring the relative costs of the available domestic and foreign construction materials; and
- j) if the Recipient submits the request after contract award, an explanation why the Recipient could not have, before contract award:
 - 1. reasonably foreseen the need for the determination and
 - 2. requested the determination.

The Recipient acknowledges that:

- a) this agreement is not a Government procurement contract
- b) acquisitions of supplies, services, or construction materials by the Recipient under this agreement are not acquisitions by the Government
- c) the Free Trade Agreement exceptions to the Buy American Act as provided by 48 CFR Part 25, Subpart 25.4 are inapplicable to this agreement.

In Article 18, the following definitions apply:

“Commercially Available Off-The-Shelf (COTS) Item” means

- a) any item of supply (including construction material) that is:
 - 1. a commercial item as defined by 48 CFR § 2.101
 - 2. sold in substantial quantities in the commercial marketplace

3. offered to the Government, under an agreement, without modification, in the same form in which it is sold in the commercial marketplace; and
- b) does not include bulk cargo, as defined in 46 U.S.C. § 40102(4), such as agricultural products and petroleum products. “construction material” means an article, material, or supply brought to the construction site by the Recipient for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Cost Of Components” means

- b) For components purchased by the Recipient, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- c) For components manufactured by the Recipient, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic Construction Material” means

- a) for construction material that does not consist wholly or predominantly of iron or steel or a combination of both
 1. an unmanufactured construction material mined or produced in the United States; or
 2. a construction material manufactured in the United States, if:
 - i. the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered in calendar year 2029 or later. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - ii. the construction material is a COTS item manufactured in the United States
- b) for construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost

of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of “cost of components” in this term.

“Foreign Construction Material” means a construction material other than a domestic construction material.

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

“United States” means the 50 States, the District of Columbia, and outlying areas.

18.3 Small and Disadvantaged Business Requirements.

- a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 CFR Part 26, including any amendments thereto.
- b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

18.4 Engineering and Design Services.

The Recipient shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.5 Foreign Market Restrictions.

The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 CFR 200.216 and 2 CFR 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.7 Recipient Responsibilities for Subawards.

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

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount.

Under this award, the USDOT shall not provide funding greater than the “Funds Obligated” amount, as specified on the SMART Assistance Agreement. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs

This award is subject to the cost principles at 2 CFR part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs

- a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement.

19.4 Recipient Recovery of Federal Funds

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

court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds

Any Federal funds that are awarded but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient

- a) When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.
- b) Pursuant to 2 CFR 200.305, advance payments to Recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs. The Recipient must make timely payment to contractors in accordance with the contract provisions.

19.7 Payment Method

- a) the Recipient shall use the DELPHI e-Invoicing System to request reimbursement or advance payment under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method
- b) the USDOT may deny a payment request that is not submitted using the method identified in section 2 of Article 5 in the Specific Terms and Conditions Articles 1-6.

19.8 Information Supporting Expenditures

- a) the Recipient shall electronically submit the SF-270 (Outlay Report and Request for Advance or Reimbursement for Non-Construction Program) or the SF-271 (Outlay Report and Request for Advance or Reimbursement for Non-Construction Program) to identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc.
- b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency

The Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**20.1 Liquidation of Recipient Obligations**

- a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the Period of Performance.
- b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 CFR 200.344–200.346.

ARTICLE 21 AGREEMENT MODIFICATIONS**21.1 Bilateral Modifications.**

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

21.2 Unilateral Contact Modifications

The USDOT may update the contacts who are listed in section 4 of Article 4 in the Specific Terms and Conditions Articles 1-6 by written notice to all of the Recipient contacts.

21.3 USDOT Unilateral Modifications

- a) the USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute
- b) to unilaterally modify this agreement, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications.

The parties shall not amend, modify, or supplement this agreement except as permitted under Articles 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under Article 21.1, not permitted under ~~Sections~~ Article 21.2, and not permitted under ~~Sections~~ Article 21.3, it is void.

ARTICLE 22 Reserved**ARTICLE 23 Reserved****ARTICLE 24 ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS**

24.1 Uniform Administrative Requirements for Federal Awards.

The Recipient shall comply with the obligations on non-Federal entities under 2 CFR Parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

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

- a) the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.
- b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act

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

24.4 History of Performance

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

24.5 Whistleblower Protection

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

24.6 External Award Terms and Obligations

- a) In addition to this document and the contents described in Article 29, this agreement includes the following additional terms as integral parts:
 - 1. Appendix A to 2 CFR Part 25: System for Award Management and Universal Identifier Requirements
 - 2. Appendix A to 2 CFR Part 170: Reporting Subawards and Executive Compensation
 - 3. 2 C.F.R 175: Award Term for Trafficking in Persons; and
 - 4. Appendix XII to 2 CFR Part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- b) The purpose of this section is to ensure that the Recipient has a plan to comply with Title VI and 49 CFR Part 21, including any amendments thereto.

The Recipient shall comply with:

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

24.7 Incorporated Certifications

The Recipient makes the statements in the following certifications, which are incorporated by reference:

1. Appendix A to 49 CFR Part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited

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

ARTICLE 26 WAIVER

26.1 Waivers

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

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Disclaimer of Federal Liability.

The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
Environmental Review

- a) In this section, "Environmental Review Entity" means:
 1. if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 2. for all other cases, an operating agency within the Department of Transportation will be identified to conduct NEPA evaluations.
- b) Except as authorized under Article 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

1. the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 2. if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- c) If the Recipient is using procedures for early acquisition of real property under 23 CFR 710.501 or hardship and protective acquisitions of real property 23 CFR 710.503, the Recipient shall comply with 23 CFR 771.113(d)(1).
- d) The Recipient acknowledges that:
1. the Environmental Review Entity's actions under Article 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 2. applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- e) Consistent with 23 CFR 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- f) The activities described in this agreement may inform environmental decision- making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
1. the parties may amend this agreement under Article 21.1 for consistency with the selected build alternative; or
 2. if the USDOT determines that the condition at Article 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under Article 16.1(a)(5).
- g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.
- h) The Recipient may not expend any of the funds provided in this Agreement or incur expenses under this Agreement on final design, construction, or other activities that represent an irretrievable commitment of resources unless and until it complies with the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations, and DOT has provided the Recipient with a written notice that the environmental review process is complete. At that time, DOT may authorize the distribution and expenditure of funds. The Recipient may not obligate or

expend any funds (federal, state or private) for final design, construction, or other activities that represent an irretrievable commitment of resources for the Project, or commence any part of final design, construction, or other activities that represent an irretrievable commitment of resources for the Project or any component of the Project, without receiving such written confirmation from DOT. The Recipient may participate in planning activities, as long as they do not constitute an irretrievable commitment to a specific course of action. Depending on the outcome of the environmental review process, DOT may rescind this Agreement or may pursue any other permissible remedy under 2 CFR § 200.338-200.342.

27.2 Railroad Coordination

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

27.3 Relocation and Real Property Acquisition

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

27.4 Equipment Disposition

- a) In accordance with 2 CFR 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the awarding agency.
- b) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.313–200.316 and 2 CFR 1201.313.
- c) the Recipient shall ensure compliance with this Article for all tiers of subawards under this award.

ARTICLE 28 MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award

For 2 CFR 200.211

- a) the “Federal Award Date” is the date of this agreement, as defined under **Article 30.2**
- b) the Assistance Listings Number is 20.941 and the Assistance Listings Title is “Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program”
- c) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Attachments.

This agreement includes the following attachments as integral parts:

- Attachment A Performance Measurement Information (Article 6)
- Attachment B Changes from Application (Article 6)
- Attachment C Reserved
- Attachment D Reserved
- Attachment E Labor and Workforce
- Attachment F Reserved

29.2 Exhibits

The following exhibits, which are in the document titled “Exhibits to Grant Agreements Under the SMART Grant Program”, available at <https://www.transportation.gov/grants/SMART>, are part of this agreement:

- Exhibit A Applicable Federal Laws and Regulations
- Exhibit B Additional Standard Terms
- Exhibit C Quarterly Reports and Recertifications: Format and Content
- Exhibit D Certification for Contracts, Grants, Loans, And Cooperative Agreements
- Exhibit E FAA Regulations
- Exhibit F Communications Technology

- Exhibit G Equipping or Retrofitting Motor Vehicles
- Exhibit H Eligible Costs
- Exhibit I Data Collection Requirements

29.3 Construction

- a) If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachment(s) conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration

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

29.5 Definitions

In this agreement, the following definitions apply:

“Program Statute” means the Section 25005 of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117–58, November 15, 2021; and statutory text under the heading “Strengthening mobility and revolutionizing transportation grant program” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021) and all other provisions of that act that apply to amounts appropriated under that heading.

“Project” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including “Specific Terms and Conditions Articles 1-6,” Article ~~article~~ 3 and Attachments A-E.

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

“Grant Application” means the application identified in Article 2.1 of the Specific Terms and Conditions Articles 1-6, including Standard Form 424 and all information and attachments submitted with that form through ValidEval.

ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts.

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

30.2 Effective Date

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

30.3 Termination

Should this Grant Agreement be terminated prior to the end date of the Period of Performance, USDOT reserves the right to require that the Recipient return to USDOT any of the funds reimbursed for expenses subsequently deemed ineligible.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO OST-R SMART GRANT AGREEMENTS

Version Date: May 09, 2025

EXHIBIT A APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a SMART Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

1. General Federal Legislation

- Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- Hatch Act - 5 U.S.C. §§ 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. §§ 4601, et seq.
- National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- Clean Air Act – 42 U.S.C. §§ 7401, et. seq.
- Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- American Indian Religious Freedom Act, 42 U.S.C. 1996
- Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2.
- Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.

- Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376.
- Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101–1104.
- Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- Freedom of Information Act - 5 U.S.C. § 552, as amended.
- Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525.
- Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138.
- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252).
- Cargo Preference Act of 1954 – 46 U.S.C. § 55305.
- Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1298.

- Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- Bringing in and harboring certain aliens – 8 U.S.C. 1324
- Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

2. Executive Orders

- Executive Order 11990 – Protection of Wetlands
- Executive Order 12372 – Intergovernmental Review of Federal Programs.
- Executive Order 12549 – Debarment and Suspension
- Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- Executive Order 14154, Unleashing American Energy
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

3. General Federal Regulations

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- Investigative and Enforcement Procedures – 14 CFR Part 13
- Procedures for predetermination of wage rates – 29 CFR Part 1
- Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- New Restrictions on Lobbying – 49 CFR Part 20
- Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto.

- Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26 (as applicable under section 18.3 of this agreement), including any amendments thereto.
- Specific assurances required to be included in the SMART Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B ADDITIONAL STANDARD TERMS

TERM B.1 Title VI Assurance

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

Assurance Concerning Nondiscrimination In Federally-Assisted Programs And Activities Receiving Or Benefiting From Federal Financial Assistance

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

DOT Order No. 1050.2A Standard Title VI/Non-Discrimination Assurances

By signing and submitting the Technical Application and by entering into this agreement under the SMART Grant Program, the Recipient HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the

Office of the Secretary (OST), it is subject to and will comply with the following, including any amendments thereto:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin)
- 49 CFR Part 21 (entitled Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of the Civil Rights Act Of 1964), including any amendments thereto.
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SMART Grant recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department’s and the applicable Operating Administrations’ Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted SMART Grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SMART Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal Financial Assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal Financial Assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal Financial Assistance is extended to the program, except where the Federal Financial Assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.
 11. The Recipient shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT/OST's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT/OST. You must keep records, reports, and submit the material for review upon request to DOT/OST, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SMART Grant Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the SMART Grant Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (DOT/OST), 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 CFR 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 DOT/OST 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 DOT/OST, 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 DOT/OST 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 DOT/OST may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B Clauses For Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated Appropriations Act, 2022 (Pub. L. 116-260, Dec. 27, 2020) the Regulations for the Administration of the SMART Grant Program, and the policies and procedures prescribed by the Maritime Administration (DOT/OST) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that:

1. no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and

2. the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, , and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C Clauses For Transfer Of Real Property Acquired Or Improved Under The Activity, Facility, Or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

1. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities

thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D Clauses For Construction/Use/Access To Real Property Acquired Under The Activity, Facility Or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

1. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR 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)
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex)
- 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 CFR 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 CFR 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 CFR 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 DOT/OST approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the SMART grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the SMART Grant, as set out below:

1. Instructions for Certification – First Tier Participants

(Applicable to all first-tier subawards regardless of potential value and require first tier-subrecipients and lower-tier subrecipients to similarly check SAM.gov; and, for all first-tier procurement contracts with a value of \$25,000 or more and all lower tiers of subcontracts under covered non-procurement transactions (2 CFR § 180.220).

- 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 CFR 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:

1. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency
 - b) 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
 - c) 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
 - d) 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.
2. 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.
- Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT/OST approval or estimated to cost \$25,000 or more - 2 CFR 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 CFR 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 in order 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 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 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 is 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. 116-260), 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.

"Execution of Grant Agreement" Signing of this Grant Agreement by DOT and the Recipient.

"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:
 - a) Certify whether the entity has a Tax Delinquency; and
 - b) Certify whether the entity has a Felony Conviction.
4. Prohibition. If
 - a) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction
 - b) an entity provides an affirmative response to either certification in section 3; or
 - c) 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:
 - a) require the SAM check in section 2
 - b) require the certifications in section 3
 - c) include the prohibition in section 4; and

- d) 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

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.3, "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.3, "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.3, "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.3, the "Government" includes the United States Government and State, local, and tribal governments at all levels.

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—
 - a) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - b) 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—
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - c) Subawards and Contracts. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C QUARTERLY REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. Purpose.

The purpose of the Quarterly Reports and Recertifications under this agreement for the SMART Grant Program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined, and project status meetings will be held on a less-frequent basis.
 - a) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
 - b) Project Significant Activities and Issues. This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. This

section should specifically address progress towards compliance and issues related to the National Environmental Policy Act (NEPA), the Build America Buy America Act.

- c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
- d) Project Scope Overview. The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
- e) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. The quarterly reporting format currently requests this in the form of the ten major project milestones. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. This section should also detail the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:
 - Current overall project completion percentage vs. latest plan percentage.
 - Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
 - Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.
- f. Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3)

Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked, and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line-item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

g. Certifications.

- a) A certification that the Recipient is in compliance with 2 CFR 200.303 (Internal Controls) and 2 CFR Part 200, Subpart F (Audit Requirements).
 - b) The certification required under 2 CFR 200.415(a).
3. Recipients are required to complete post-award reports per the terms and conditions of the award. The types of reports include financial, performance, and other types of required reports.
 4. End dates for reporting periods are 3/31, 6/30, 9/30, or 12/31, regardless of budget period start dates. Deadlines for quarterly and semi-annual reports are no later than 30 days after the end of the reporting period. Annual reports are due no later than 90 days

after the end of the reporting period. The Recipient shall provide all reporting deliverables detailed below:

Deliverables

a) Milestone Progress Performance Reports

Submit progress reports to monitor project progress and ensure accountability and financial transparency, as well as to document activities performed, anticipated activities, and any changes to schedule or anticipated issues.

Quarterly (or semi- annual if directed).

b) Federal Financial Report (FFR) (SF-425)

The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Milestone Progress Performance Reports. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

c) Quarterly (or semi- annual if directed)

d) Evaluation Plan

The Recipient shall submit an evaluation plan and data management plan that provides an overview of how the project will be evaluated and how the data collected will be managed and stored. The Evaluation plan and Data Management plan shall include the following three sections:

- An overview of how the proof-of-concept or prototype will be evaluated and how the data collected will be managed and stored.
- A description of the anticipated impact areas (i.e. goals) of the project if implemented at scale and the methods that will be used to estimate the anticipated benefits and costs associated with implementation.
- Robust performance metrics and measurable targets based on the project goals to inform whether the proof-of-concept or prototype meets expectations and whether full implementation would meet program goals.
- The baseline data for each performance measure that is identified in the Performance Measure Table in Attachment A and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure. Within 90 calendar days after execution of this Agreement.

e) Data Management Plan

f) Applicants are expected to account for data and performance reporting including:

- Default to open access when appropriate (exceptions include protecting personally identifiable information [PII], Indigenous data sovereignty, or confidential business information [CBI]).
- Protect PII, intellectual property rights, and CBI.
- Utilize, when possible, open licenses and protect USDOT's non-exclusive copyright to data and corresponding outputs.
- Make the source code or tools necessary to analyze the data available to the public, if relevant.
- Provide relevant metadata (in a DCAT-US file, and, optionally, a discipline-appropriate metadata standard file), and data documentation (README.txt files, data dictionaries, code books, supporting files, imputation tables, etc.); and,
- Where applicable, consider contributing data to voluntary resources such as NHTSA's AV TEST Initiative.
- Projects should implement data management best practices including, but not limited to, implementation of published data specifications and standards (formal and informal); increasing data discoverability and data sharing; and enabling interaction of systems, interoperability, and integration of data system

g) Implementation Report

- The Recipient shall submit an Implementation report that assesses the anticipated costs and benefits of the project and demonstrates the feasibility of at-scale implementation. The Implementation Report shall include the following five sections: Annual- Stage 1 grants require a Draft report due within 1 year of the grant award.
- Annual- Stage 2 grants will submit an annual Implementation Report for each of the three years of the grant. This report will replace the Quarterly Milestone Report for the fourth quarter of every year.
- A description of the anticipated deployment and operational costs of the project as compared to the benefits and savings from the project if implemented at scale.
- The means by which the project has met the original expectation, as projected in the grant application, including data describing the means by which the project met the specific goals.
- Lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance.
- For Stage 1 projects: A description of the requirements for a successful at-scale deployment and an assessment of the feasibility of at-scale implementation. For Stage 2 projects: An assessment of the at-scale

deployment thus far compared to the requirements for success, and continued feasibility of the deployment.

- For Stage 1 projects: An analysis of the success, challenges and validity of the initial approach, any changes or improvements they would make in Stage 2 if recommended for award and any challenges to continued maintenance and operations in stage 2. For Stage 2 projects: An analysis of the success, challenges and validity of the initial approach, any changes or improvements they would make going forward in future years of deployment or suggestions to others implementing a similar project.
 - The performance measurement data for each performance measure that is identified in the Performance Measure Table in Attachment A.
- h) Tangible Personal Property Report (SF-428)
The recipient must report on the status of personal property in which the Federal Government retains an interest. Interim property reports may be required at DOT discretion. A final personal property report is required at closeout. As applicable
- i) Real Property Status Report (SF-429)
The report is a multi-purpose form that DOT may require for general reporting about real property acquired or constructed under a federal award, as well as for recipients to make a request related to acquisition or improvement of real property or to request disposition instructions. If applicable, recipients shall submit this report in accordance with the terms provided in 2 CFR § 200.329, no less frequently than annually. As applicable
- j) Final Report
The Recipient shall submit (in a format to be provided by DOT) the Recipient's assessment of the Grant Project to DOT within the Closeout process of the grant agreement. Final report shall be submitted not later than 120 days after the end of the period of performance
- k) Additional Reporting may be required, as applicable.

Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by USDOT or another agency or partner. Evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all the selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. As a part of the evaluation, as a condition of award, grant recipients must agree to:

1. Make records available to the evaluation contractor or USDOT staff.
2. Provide access to program records, and any other relevant documents to calculate costs and benefits.
3. In case of an impact analysis, facilitate the access to relevant information as requested.

4. Follow evaluation procedures as specified by the evaluation contractor or USDOT staff, as applicable

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.

This is a statutory requirement under section 872 of Public Law 110- 417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111- 212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. As applicable

EXHIBIT D CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

EXHIBIT E FAA REGULATIONS

Innovative aviation projects must comply with all FAA and other federal, state, and local regulations relevant to the technologies and usages thereof. For instance, in the case of innovative aviation projects involving small, unmanned aircraft systems (UAS), applicants are responsible for complying with regulations which may include, and are not limited to the following, as necessary to achieve desired outcomes:

- 14 CFR Part 91 General Operating and Flight Rules
- 14 CFR Part 107 small UAS rule; Small UAS
- UAS Operations over People rule; Operations Over People General Overview
- UAS Remote identification rule; UAS Remote Identification Overview

Proponents of innovative aviation projects are also responsible for using U.S. government tools and resources which may include, and are not limited to the following, as necessary to fulfill requirements to operate technologies and achieve desired outcomes:

- FAA DroneZone, used to register UAS
- FAA Low Altitude Authorization and Notification Capability (LAANC), used to obtain airspace authorization to fly in controlled airspace
- Part 107 Waiver Resources, used to enable more complex UAS operations

EXHIBIT F COMMUNICATIONS TECHNOLOGY

Projects that use communications technologies must either:

1. use Vehicle-to-Everything (V2X) services that utilize Cellular Vehicle-to-Everything (C-V2X) based technology designed to operate within the 30 MHz of spectrum (5.895 - 5.925 GHz) that are consistent with the rules established in waivers associated with Federal Communications Commission (FCC) ET Docket No. 19-138 and future Report and Orders effective at the time when the Department selects projects for funding under the FY22 SMART Grants Program; or
2. leverage other communications technologies that can support V2X services and operate in spectrum outside of the 5.895 -5.925 GHz range.

EXHIBIT G EQUIPPING OR RETROFITTING MOTOR VEHICLES

Projects that involve equipping or retrofitting motor vehicles with additional technologies are only eligible if the vehicles are publicly owned, leased, or used in a contracted service;

equipping privately owned and operated vehicles outside of a leased or contracted service is not an eligible activity. Projects involving motor vehicles must involve only vehicles that comply with all applicable Federal Motor Vehicle Safety Standards (FMVSSs) and Federal Motor Carrier Safety Regulations (FMCSRs), or vehicles that are exempt from the requirements in a manner that allows for the legal acquisition and operation of the vehicles in the proposed project.

EXHIBIT H ELIGIBLE COSTS

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR Part 200, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). USDOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible development and construction activities for grant funding are the following:

- planning
- feasibility analyses
- revenue forecasting
- environmental review
- permitting
- preliminary engineering and design work
- systems development or information technology work
- acquisition of real property (including land and improvements to land relating to an eligible project)
- construction
- reconstruction
- rehabilitation
- replacement
- environmental mitigation
- construction contingencies
- acquisition of equipment, including vehicles.

The following are not eligible costs for SMART Grants Program funding:

- reimbursement of any pre-award costs or application preparation costs of the SMART grant application
- traffic or parking enforcement activity
- purchase or lease of a license plate reader.

Federal funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

EXHIBIT I DATA COLLECTION REQUIREMENTS DATA MANAGEMENT

To fulfill the reporting requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management for

data and information outputs acquired or generated during the grant. Applicants are expected to account for data and performance reporting in their budget submission. Projects must:

- Defaulting to open access when appropriate (exceptions include protecting personally identifiable information [PII], Indigenous data sovereignty, or confidential business information [CBI])
- Protecting PII, intellectual property rights, and CBI
- Utilize, when possible, open licenses and protect USDOT's non-exclusive copyright to data and corresponding outputs
- Make the source code or tools necessary to analyze the data available to the public, if relevant
- Provide relevant metadata (in a DCAT-US file, and, optionally, a discipline-appropriate metadata standard file), and data documentation (README.txt files, data dictionaries, code books, supporting files, imputation tables, etc.)
- Where applicable, consider contributing data to voluntary resources such as NHTSA's AV TEST Initiative.

Projects should implement data management best practices including, but not limited to, implementation of published data specifications and standards (formal and informal); increasing data discoverability and data sharing; and enabling interaction of systems, interoperability, and integration of data system.

PROJECT NARRATIVE



Figure 1. Overview of LADDMS Stage I results. (a) Community-centered engagement for vulnerable road users. (b) Emphasis on privacy and safety is disseminated through local media. (c) Automatic bus recognition within live viewing system for public transit integration. (d) Always-active live viewing system captures an impending near-miss (e) Mature data visualization tools operate in a browser as well as on mobile tech, such as a smart watch. (f) Live viewer deployment to the Nashville DOT Traffic Management Center (shown are 5 of the 7 sensor areas).

OVERVIEW / PROJECT DESCRIPTION

The *Leveraging Advanced Data to Deliver Multimodal Safety* (LADDMS) initiative is fundamentally changing how we look at transportation safety for vulnerable road users. The results from our Stage I project must be seen to be believed, visit <http://ndot-laddms.mogi.io/> for a demonstration of the live status of the Stage I system.

LADDMS Stage I (Figure 1) provides a transformative vision that can be immediately grasped when viewing the live system. Through real-time visualization and data analysis, we can discover safety concerns that typically go unobserved. Using cutting-edge, privacy-preserving sensing, the system enhances safety for vulnerable users and assesses safety intervention 10x faster.

We successfully used community-centered engagement to deliver the following: 1) privacy-preserving sensors to generate high quality trajectories of vulnerable road users and vehicles, 2) real-time measurement of near-miss events, and 3) the quick response and evaluation of safety interventions. Our Stage I interventions showed a 30% decrease of high-speed driving and 75% reduction in out of crosswalk events in the target zone. Since our system continuously records data along the entire corridor, we can analyze whether interventions simply shift unsafe behaviors to another nearby intersection.

Summary of Stage II goals: Our goal is to improve the safety of vulnerable road users along the Nolensville Pike corridor (see Figure 2) and continue to improve safety along the Stage I corridor. The approach is to deploy sensing, analytics, and interventions

piloted in Stage I at scale. Locations are prioritized for pedestrian and cyclist safety along the *High Injury Network* (HIN) in Nashville's Vision Zero Action Plan (<https://www.nashville.gov/departments/transportation/plans-and-programs/vision-zero/action-plan>).



Figure 2. Nolensville Pike (from I-40 to Harding Pl.), a Stage II LADDMS location, shows pedestrian risks.

People who live along the proposed corridors are more likely to rent their homes, identify as people of color or Hispanic, and have income below 200% of the federal poverty line compared to Nashville as a whole. These communities rank in the 79th percentile nationwide for insecurity from transportation safety per the Climate & Economic Justice Screening Tool.

LADDMS is led by NDOT and supported by *Metro Information Technology Services* (Metro ITS), Tennessee State University (a Historically Black College and University), The University of Tennessee Chattanooga, Vanderbilt University, Ouster, and *Tennessee Department of Transportation* (TDOT).

Real-world issues and challenges

Currently, NDOT relies on crash reports from the Nashville Police Department to identify areas of safety concern, which often lack the detailed information necessary for thorough safety analysis. It is estimated that 44-75% of pedestrian crashes and 7-46% of bicyclist crashes are not reported to NDOT. Also, there is no established method for tracking “near-misses” involving pedestrians or cyclists. These significant gaps prevent widespread

understanding of the links between pedestrian safety and effective interventions.

Improving the status quo

This project will also address injuries and near-misses at mid-blocks, which are often overlooked. It directly supports NDOT transportation goals to count vulnerable road users and near-misses, enhance community partnerships, and expand secure data access for smarter transportation networks.

LADDMS is a vital component of Nashville's broader Vision Zero strategy to eliminate all traffic-related deaths and severe injuries and at the same time, increasing safety, equity, and mobility for all users.

~ Diana Alarcon, NDOT Director

Adopted technology

LADDMS uses lidar sensors to detect vulnerable road users and vehicles ten times per second. The sensors are connected to an edge computer that automatically converts the raw detection data into trajectories of road users (*Figure 3*).

Trajectories are continuously processed to provide high quality counts, positions, and near-misses between vehicles and vulnerable road users in real-time.

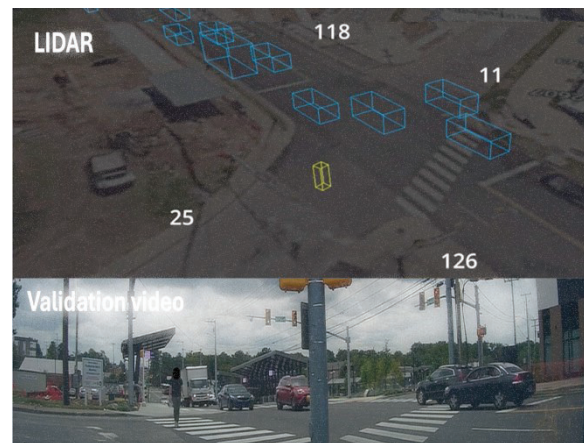


Figure 3. Top: lidar automatically detects bounding boxes of vehicles (blue) and pedestrians (yellow). Bottom: validation video used to verify count accuracy.



Table 1: Stage I activities and outcomes	
<p>Activity: Community Engagement. We held community engagement events in North Nashville, including interviews with bus passengers and pedestrians. We received feedback on speeding and unsafe mid-block crossings. <u>Community members raised the need for a camera-free solution, which motivated our pivot to lidar.</u> We shared the project findings in keynote talks at academic and industry events, reaching an estimated 589 participants.</p> <p>Activity: Workforce development. We provided technical trainings on lidar ITS systems to 26 workers at the two largest traffic signal contractors in Central TN: Stansell Electric and NABCO Electric. TSU LADDMS students placed 3rd in the 46th Annual Research Symposium at TSU.</p> <p>Activity: Installation and technology demonstration. Our team installed 13 lidar sensors at 8 locations and created new and robust live visualization and continuous data analytics tools.</p>	<p>Outcome: Near-miss detection. We identified near-miss events that were previously impossible to capture through traditional NDOT sensing or crash reporting. On average, we observe 6.6 near-miss events between pedestrians and vehicles per day (quantified as a <i>post encroachment time</i> less than two seconds).</p> <p>Outcome: High quality counts on all road users. Following our 90-day burn-in period, counts of pedestrians and bicycles were found to be within 2% of the ground truth. This directly supports NDOT’s Vision Zero Action plan to implement a robust active transportation user count program.</p> <p>Outcome: Community impact. We designed and deployed two safety interventions that reduced out of crosswalk events in the target zone by 75% and reduced the share of speeding vehicles by 30%.</p>

Activities & outcomes of Stage I

Activities and outcomes of Stage I are shown above in Table 1.

Anticipated Stage II outcomes

Our Stage II goal is to set the standard for safe operation of corridors for all road users through targeted Vision Zero interventions.

- **Deployment and Community Impact.** Our Stage II lidar deployment will observe 45,000,000 vehicle miles of travel annually, implement safety interventions, and evaluate their effectiveness. The proposed project extents experienced at least 39 serious injury or fatality crashes involving pedestrians since Jan. 1, 2023.
- **Real-time Vulnerable Road User Counts.** Uncover usage patterns and trends through continuous observation,

which will improve our ability to understand fundamental safety issues and the effectiveness of interventions.

- **Continuous Analysis/Safety Analytics:** Based on baseline data from Stage I, we may identify up to 180 near-miss events per day, which we will compare with comprehensive crash and injury data.
- **Community Engagement:** Building on valuable community feedback during Stage I, we will expand engagement activities into the Stage II project corridor.
- **Workforce Development:** We will expand our training programs, partnering with new agencies outside of middle Tennessee that have not used lidar. Dissemination of software and results through organizations such as ITE, ITS Tennessee, and ITS America will further support workforce development goals.

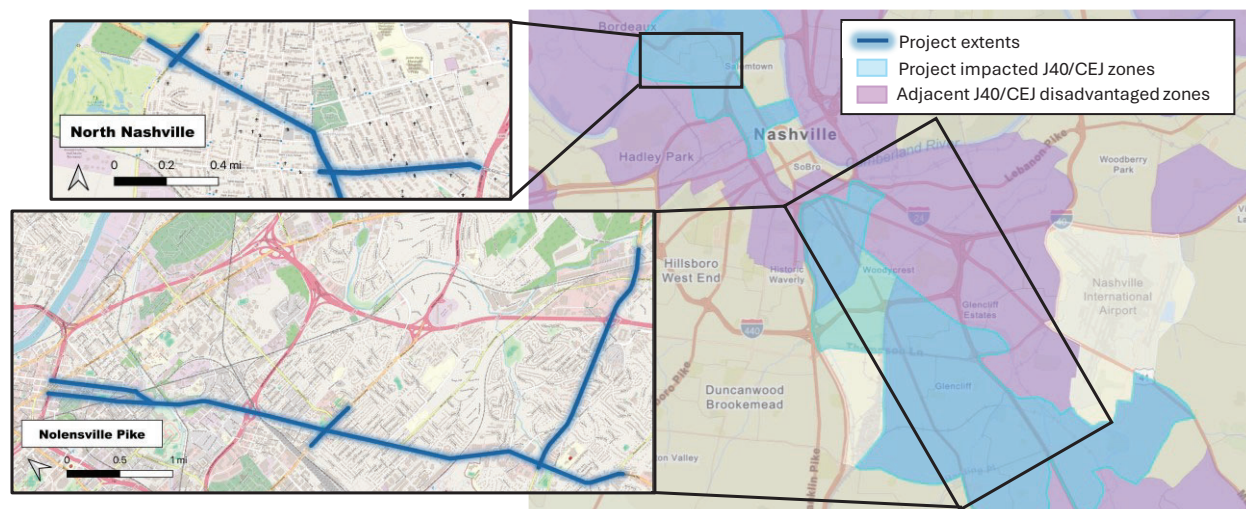


Figure 4. LADDMS lies entirely in disadvantaged areas per the Climate and Economic Justice Screening Tool.

Addressing SMART goals

Key goals include expanding advanced **safety** measures to new portions of the high injury network. The project aligns with NDOT's Vision Zero plan to reduce crashes and to improve crash data collection with a focus on vulnerable road users. **Equity goals** focus on improving access and safety for historically disadvantaged communities and promoting local **workforce development** through partnerships with TSU and other local organizations. **Community engagement** and partnerships will be fostered through public survey events and collaborations with the private sector. **Workforce development** will focus on training electricians and increasing collaboration between university researchers and NDOT staff. The project will **enhance the reliability and cybersecurity** of the transportation system through direct partnership with Metro ITS. **Climate goals** are supported through improved access to non-motorized travel modes and addressing inefficiency in corridor signal operations.

PROJECT LOCATION

The project is in the Nashville-Davidson urban area (Figure 4). Stage II builds upon the successful Stage I deployment in the North Nashville community and expands to the

Nolensville Pike community, another area with a highly multimodal transportation landscape that is in significant need of safety study and improvement (See the 2022 Nolensville Pike Study available at: https://www.nashville.gov/sites/default/files/2022-08/Nolensville_Pike_Study.pdf).

The project-impacted Census tracts (2020 definitions) are situated entirely within disadvantaged areas according to the *Climate and Economic Justice Screening Tool*. Five HUD Opportunity Zones are covered by the project. Additionally, 97.7% of the population in the project-impacted tracts qualify as disadvantaged by the *USDOT Equitable Transportation Community (ETC) Explorer* criteria. The tracts qualify as disadvantaged in 21 of the 40-component metrics under climate, environmental, health, social, and transportation ETC categories.

TECHNICAL MERIT OVERVIEW

NDOT, through its Vision Zero Action Plan, is committed to eliminating roadway injuries and fatalities. To achieve this, several problems must be overcome.

Problems to be Solved

Problem 1. Limited count data on vulnerable road users. NDOT is in the early stages of implementing a pedestrian count program. Unfortunately, traditional approaches to collect vulnerable road user data are costly, labor intensive, and intermittent, which means the resulting data is limited and updated infrequently.

Problem 2. No method to collect near-miss data, which could enable pro-active safety. NDOT has already maximized the use of traditional crash reporting measures to define the High Injury Network. The HIN can be used for targeting corridors for safety interventions, but it is a reactive rather than pro-active approach to safety. Currently, NDOT does not have any mechanism to collect *surrogate safety measures* such as near-miss events (Figure 5), which can help identify safety issues for vulnerable road users before they result in crashes.

Problem 3. Long feedback loops to evaluate safety interventions. The traditional process to evaluate interventions can take years to determine if the desired outcomes are achieved. There are no existing approaches that allow early measurable insights into intervention performance.

Appropriateness of the Solution

By expanding our approach in Stage I with lidar sensors, we can address all problems mentioned above. The technology solution accurately counts pedestrians and other road users and detects near-misses. Our Stage I results show that the project allows Vision Zero interventions to be quantitatively assessed rapidly, with real-time views and early intervention impact analysis within just 24 hours.

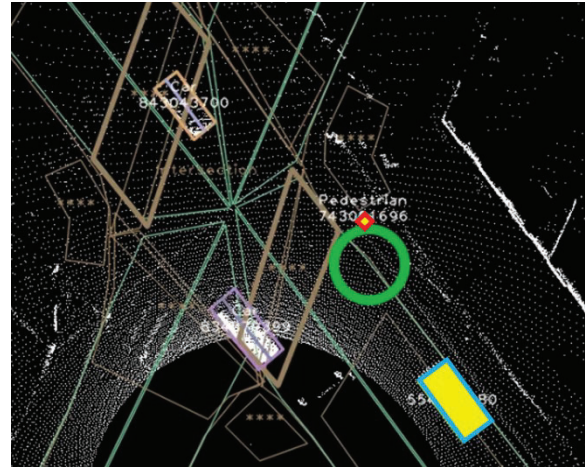


Figure 5. A near-miss is automatically detected on July 13, 2024. The vehicle (yellow rectangle with blue outline) and pedestrian (yellow square with red outline) are part of a near-miss event that occurs over subsequent frames in the green circle. Colors are enhanced for readability.

Scale and reproducibility. A key result of Stage I was demonstrating that existing network, power, mounting poles, and production software can allow the solution to scale quickly to new locations. New installations can be configured and integrated with existing data pipelines within 2-3 hours per location. This provides useful data that can be viewed live and recorded for baseline analysis.

Lessons learned in Stage I. A key takeaway from the meaningful engagement we carried out in Stage I is that communities want safer streets, but do not want cameras. Our Stage I tools allow continued community engagement by showing live views of the data, helping the public to understand how the technology is privacy preserving while advancing the goal of safer streets.

Improvements over the status quo. The lidar sensors are continuously monitoring road conditions and have been validated to within 2% accuracy for pedestrian counts. The system provides live information and records anonymous data for extended analysis. This is a demonstrable

improvement over the status quo, which does not count vulnerable road users. Additionally, individual object trajectories provide high-fidelity data for advanced analytics, while preserving privacy.

Appropriate for planned location:

Nolensville Pike is an active corridor in an area primarily populated by members of historically marginalized groups. Community feedback cites the road as dangerous for pedestrians and cyclists. This is despite its high-volume, priority bus routes. Pedestrian, bike, and transit accessibility are important aspects of the corridor's public transportation system; thus, safety must be improved.

Expected Benefits

The department and program priorities within Nashville include safety as a key metric, with a Vision Zero action plan to eliminate all traffic injuries and fatalities, and a Safe Streets for All program that includes funding for safety interventions to improve safety on Nolensville Pike. Current approaches require planning processes to establish useful interventions for safety, and measurement of success is carried out through mainly human means.

Our proven system can provide the needed evaluation data through sustained measurement and continuous analytics, to evaluate the initial effectiveness of an intervention within 24 hours. This will dramatically shorten the timeframe in which interventions can be evaluated, enabling Nashville to meet its aggressive goals.

Preliminary Findings from Stage I: As described above, the baseline data and interventions show the ability to detect near-misses, and to accurately measure pedestrian and vehicle traffic. The system maintains persistent monitoring, which we have demonstrated an ability to data mine for continuous analytics.

Performance Metrics: The system met or exceeded expectations on 12 metrics that our team evaluated as part of Stage I. We propose to include all those performance metrics in Stage II. The metrics are grouped by thematic area below:

- **Sensor Accuracy:** Counts of objects were within 2% of ground truth for (1) pedestrians and (2) vehicles. (3) Distance accuracy is within the noise floor of GPS, and speed estimates are within 1 m/s accuracy. (4) Real-time detection of near-misses to within a 95% true positive rate. (5) Vulnerable Roadway Users detection (manually verified).
- **Continuous Availability:** (6) Low-latency detection of road users (works in real time), (7) environmentally robust (>99% uptime for each sensor), (8) persistent measurement of near-misses (6.6 per day over 84 days), and (9) continuous analytics for each intersection with archived data.
- **Usefulness for Intervention Design:** (10) Accurate measurements of near-misses, (11) rapid evaluation of safety for pedestrians (75% improvement in target area), (12) rapid evaluation of safety for vehicles (30-35% improvement).

Our system will enable preliminary insights in less than 24 hours, and sustained insights thanks to the uptime availability and continuous analytics.

Reflection on performance metrics:

Existing metrics for accuracy and availability are deemed useful by the proposing team. Metrics for usefulness will be interpreted by partners from the Vision Zero team as well as the LADDMS team.



PROJECT READINESS OVERVIEW

Workplan Summary

Our Stage I project is ahead of schedule thanks to the complete buy-in of community members, project partners, and local government leadership. In a single week in Stage I, we installed eleven sensors, detected excessive speeding, deployed a successful intervention, and validated it. Our proposed schedule for Stage II is equally ambitious, but achievable by this project team.

Months 1-4
<ul style="list-style-type: none">Stakeholder outreach begins, notice of project to surrounding neighborhood organizations and businessesSystems Engineering Analysis, site visits, preliminary plansContinue Stage I workforce training
Months 5-8
<ul style="list-style-type: none">NEPA review & utility coordinationPlans, specifications, and estimatesLidar procurementCommunity engagement, workforce development activities, data infrastructure deployment
Months 9-18
<ul style="list-style-type: none">Unit bench testing and lidar installationSubsystem/system testing & integration
Months 18-24
<ul style="list-style-type: none">Burn in testing, data collectionCommunity engagement
Months 24-36
<ul style="list-style-type: none">Intervention deployment, data analysis, dissemination

Feasibility of Workplan

We confirm our system will be integrated with existing transportation systems, including transit. Based on our team’s

extensive experience with ITS deployment, our schedule is ambitious but feasible.

Legal/regulatory. We are familiar with the NEPA process and are committed to avoid right of way and environmental impacts to expedite NEPA review and ensure a Categorical Exclusion designation. We will follow all applicable procurement policies and sole source requirements to procure Ouster Buy America and Buy American certified lidar units. We will proceed with the justification process for Stage II equipment while this grant is under review.

Local utilities. We have a close working relationship with local utility agencies and we effectively engaged with them during our SMART Grant Stage I project. With our existing relationships with the local utility agencies, we will ensure early and frequent communication and coordination to address any utility conflicts and ensure readiness, such as for power and communications, prior to installing devices in the field.

Partners. We will be working with the same contractors from the LADDMS Stage 1 project. We will ensure early and frequent coordination to guarantee equipment is procured, tested, and installed in a timely manner. Our project partners are critical to our ability to meet the Stage II schedule milestones. We will build on and strengthen the partnerships developed in Stage I to ensure the successful and timely completion of the Stage II project.

Supply chain. NDOT will directly procure lidar units from Ouster to reduce procurement delays. In Stage I, the project team identified a standard set of equipment needed for intersection and mid-block installations, including cabinets, networking, and other equipment. Two pre-configured equipment installation form factors (*Figure 6*) were developed to accelerate field work. We are procuring devices early to allow bench testing

and configuration while other preparation activities are completed.



Figure 6. Two styles of pre-fabricated lidar equipment installations developed during Stage I. Left: a drop-in rack mount with lidar equipment, for traffic cabinets with sufficient space. Right: an accessory cabinet affixed onto existing signal cabinets.

Stage I feasibility learnings

Our Stage I grant taught us several valuable lessons that have been accounted for in our schedule. First, community engagement is critical, and helped us avoid camera-based technologies that raised community privacy concerns. Second, direct collaboration with Ouster accelerated our staff and workforce trainings and allowed us to troubleshoot issues quickly. Third, we have established a direct collaboration with Metro ITS at the planning stage of this project to improve our ITS security posture on the at-scale implementation.

Plans for physical safety and cybersecurity

All project partners follow a safety-first culture. The project goal is to improve safety of all road users, and as a privacy preserving sensing project, it has minimal direct risks to public safety. NDOT is working with Metro ITS to deploy *intermediate distribution frames* to the Nolensville Pike fiber network by June 2025 for this project. The system will operate on NDOT's internal network in accordance with their cybersecurity protocols.

Workforce Assessment

To advance workforce development and technology transfer, our Stage I project

successfully prototyped a hands-on training program tailored for skilled electricians. This program equips them with the necessary skills to navigate the increasing use of technology in the transportation sector. The LADDMS team collaborated with electrical contractors Stansell Electric Company and NABCO Electric Company (International Brotherhood of Electrical Workers) during this prototyping phase, see *Figure 7*. Additionally, we conducted training sessions with Ouster, NDOT staff, and University partners.



Figure 7. NABCO IBEW team member assembling a lidar unit on a test bench during a workforce training session in Chattanooga, TN.

As we move into Stage II, we are introducing a new plug-and-play lidar strategy for peer departments of transportation around the country. Our implementation plan outlines the acquisition of 10 additional lidar bundles by LADDMS staff, along with the required auxiliary equipment (including switches, modems, power supplies, etc.). We will provide this equipment to other municipal and state transportation agencies at no cost to them through an intergovernmental agreement. Furthermore, our team will travel to partnering agencies to train their staff and contractors on the equipment usage and data analysis. Our expectation is to significantly reduce the learning curve for new communities adopting lidar technology, thereby expanding the benefits of the SMART grant beyond Nashville's boundaries.

In support of workforce development, NDOT actively promotes good-paying jobs with free and fair choice for union membership. This commitment aligns with the Metro Charter (Chapter 3.56), which recognizes employees' right to organize. Through our work, NDOT frequently collaborates with the Fire Union, Fraternal Order of Police, and the Service Employee International Union.

Beyond our direct partnership with TSU, Metro also focuses on entry and retention through the POWER Youth Summer Employment Initiative. This program provides career exploration and work experience activities for youth aged 14 to 24, particularly those underrepresented in infrastructure jobs. This initiative is executed through high school internships, direct hire or other external postings and work programs.

Metro's commitment to diversity, equity, and inclusion is evident through hiring policies and the appointment of a Chief Diversity Equity & Inclusion Officer within the central Human Resources department. Our policies include regular diversity and inclusion training to increase awareness and understanding of equity in the workplace.

In addition to Metro's internal hiring policies, the dedication extends to creating opportunities for Minority and Women-Owned Business Enterprise

Through ongoing procurement regulation changes, Nashville is implementing a race and gender-neutral program. The program will increase the ability for firms to form joint ventures or teaming arrangements and to obtain any needed support services. Metro is developing an enhanced communications plan for how it will better assist the MWBE business community in understanding its programs, implementations, and how to prepare for future opportunities.

Community-centered approach

The LADDMS team is a growing consortium of partners including Vanderbilt University, Tennessee State University, Tennessee Department of Transportation, and other local stakeholders.



Figure 8. LADDMS team member Tupac Moseley (TSU MS student) interviews a North Nashville resident to get valuable feedback on the LADDMS project and the use of lidar to improve safety. See the video on the project website at <https://ndot-laddms.org>.

As demonstrated in Stage I, a community-centered approach cultivated on meaningful, continuous, accessible engagement with a diverse group of stakeholders (Figure 8). The continued plan for Stage II is to maintain connections built in Stage I as well as to expand to new communities that will benefit from the at-scale implementation.

A recent public survey gathered community feedback from 580 people along Nolensville Pike. Key findings are: 79% of people feel uncomfortable or very uncomfortable biking, and 66% feel uncomfortable or very uncomfortable walking.

Our preliminary work validates this community concern. We performed a GIS analysis of all crash data from Metro Nashville police department. Hypothetically envisioning our project was constructed on Jan. 1, 2023, the sensors (80 m range) would have observed 1,935 reported property, injury and fatal crashes through July 17, 2024. This includes 630 injuries and 12 fatalities. Pedestrians were involved in 39 of the crashes of which 4 were fatalities, as is shown in



Figure 9. Map of injury and fatal pedestrian crashes within proposed Stage II extents. Fatal crashes are shown as orange stars and injury crashes as red circles. Specific roadways of project extents are outlined in blue.

Figure 9. These qualifications and risk factors have led to the designation in the Nashville High Injury Network for 100% of the project roadways.

Because of the magnitude of the need, a complementary investment in this corridor is underway with a Safe Streets for All (SS4A) grant, awarded to NDOT in 2023. The joint execution of the SS4A and SMART Grant will provide the opportunity to study pre- and post-intervention safety for pedestrians and other vulnerable road users in the highest possible fidelity. The high-quality data and near-miss metrics from lidar coverage of the corridor will provide location-specific results for interventions such as curb extensions, pedestrian hybrid beacons, pedestrian refuge islands, and signal timing adjustments. The data gained from full lidar coverage of the corridor will be invaluable for longitudinal studies of these interventions.

While we expect our interventions to be rapidly deployed, they may have unintended consequences. Our ability to rapidly measure the consequences allows us to make modifications before they have sustained negative consequences to the community.

NDOT has attracted support from community organizations through education and collaboration and we will continue to work within our community furthering our support through informative outreach. NDOT will

continue outreach through the project website <https://ndot-laddms.org/>.

NDOT will continue our public information campaign from Stage I, including stakeholders and the public. As communities continue to diversify, we have placed emphasis on hiring multilingual staff who can more effectively communicate with our growing limited English proficiency populations. We anticipate the project benefits to effectively reach our low-income residents, transit riders, bicyclists, and pedestrians.

Leadership and Qualifications

NDOT, under Director Diana Alarcon, will lead this effort. Director Alarcon brings more than 30 years of experience in guiding cities through important periods of transportation and infrastructure growth. Robert White, *Transportation Systems Management and Operations* (TSMO) Manager for Nashville Department of Transportation and Multimodal Infrastructure (NDOT), will serve as project manager. Robert also oversees NDOT's, Intelligent Transportation Systems and Traffic Management Center operations. NDOT will be supported by Veda Nguyen, P.E. at AECOM. Previously at TDOT, Veda managed the Intelligent Transportation System Office, and the *Pedestrian Road Safety Initiative* (PRSI) program.

Resumes of our key university partners are available in Appendix I. Please see our website for a complete list of partners.

APPENDIX I – RESUMES



DIANA ALARCON
Director, NDOT

Years of Experience: 29
Education: Senior Executive Institute (SEI), ICMA, University of Virginia; Environmentally Sustainable Management System, IS) 14001. Virginia Tech; BS, Business Administration, University of Florida

Ms. Alarcon is NDOT’s Director and has overseen the transformation from a public works department to a high achieving department of transportation with an emphasis on safety, complete streets, and modernization. She has launched Nashville’s Vision Zero Implementation Plan, Parking Modernization, and Traffic Management Center. Ms. Alarcon previously served as the Director of Transportation & Mobility for the City of Tucson, AZ and Fort Lauderdale, FL.

Career Highlights:

- ☑ Responsible for a \$221.4M budget and over 300 employees
- ☑ Developed the NDOT Vision Zero action plan and five-year implementation plan.
- ☑ Partnered with local nonprofits on education initiatives to benefit Metro Nashville Public Schools and region.
- ☑ Established the MoveTucson Multimodal Masterplan to weave all modes of transportation through a Complete Street lens.
- ☑ First city leader in Florida to adopt a Vision Zero program towards a goal of zero roadway fatalities during her time with the City of Fort Lauderdale.



BRAD FREEZE, PE
Deputy Director, NDOT

Years of Experience: 21
Education: MS, Civil Engineering, University of Tennessee; BS, Civil Engineering, Tennessee Technological University
Registrations: Professional Engineer: TN

Mr. Freeze has served as NDOT’s Deputy Director for the past year following nearly a decade as the Tennessee Department of Transportation’s Director of Traffic Operations. He has extensive experience in managing advanced Intelligent Transportation Projects and extensive ties to both the academic and private sector.

Career Highlights:

- ☑ Reorganized the NDOT engineering division to function as a safety-first data forward team.
- ☑ Stood up the TDOT Traffic Management Center (TMC) and Traffic Incident Management (TIM) programs.
- ☑ Extensive publication history of Intelligent Transportation Systems research.
- ☑ Speaks frequently at educational institutions to highlight and encourage careers in the transportation sector.
- ☑ Serves at the Technical Advisory Committee Chair for the National Operations Center of Excellence.



ROBERT T WHITE
TSMO Manager, NDOT

Years of Experience: 37

Education: MS, Managing Innovation & Information Technology, Champlain College; BS, Electrical Engineering, TSU.

Mr. White is the manager of the Transportation System Management & Operation section of NDOT following his previous program manager experience at AASHTO and State of Vermont. With extensive experience in managing state and federal traffic operation programs, he is also versatile in Intelligent Transportation System (ITS) deployment.

Career Highlights:

- ☑ Managed ITS Program of State of Vermont and traffic operation program of AASHTO.

- ☑ Managed multiple large-scale state and federal funded ITS projects.



DANIEL MCDONELL
Multimodal Planning Manager, TDOT

Years of Experience: 17

Education: MS, Environmental & Sustainable Development, University of Glasgow; BA, Religion, Geography, Environmental Policy & Culture, Northwestern University.

Mr. McDonnell is the Multimodal Planning Manager at TDOT for last 5 years following by his previous role at Metro Nashville Planning as Transportation Demand Management coordinator. He has in-depth expertise in Environmental and Sustainable Development with a focus on environmental research, project planning, economics, and policy.

Career Highlights:

- ☑ Led the Pedestrian Road Safety Initiative, implementing Tennessee's first Pedestrian Hybrid Beacon and developing the Multimodal Priority Tool for TDOT.

- ☑ Developing statewide multimodal planning and policy while overseeing transit, pedestrian, and bicycle infrastructure improvements.



MINA SARTIPI, PhD
Director of the Center for Urban Informatics and Progress, UTC

Years of Experience: 22

Education: PhD, Electrical and Computer Engineering, Georgia Institute of Technology; MS, Electrical and Computer Engineering, Georgia Institute of Technology; BS, Electrical Engineering, Sharif University of Technology

Dr. Sartipi is the Guerry Professor of Computer Science and Engineering and Founding Director of the Center for Urban Informatics and Progress at UTC. She has conducted research on intelligent transportation, data analysis, and data acquisition and has expertise in smart city applications. She has participated in securing \$14M funding from federal/state/regional government agencies and industries.

Career Highlights:

- ☑ Feasibility of Real-Time Infrastructure-Driven Intervention for Improving Pedestrian Safety, TDOT, Chattanooga, TN.

- ☑ Harnessing Emerging Transit Solutions for Underserved Communities, NSF, Nashville-Chattanooga, TN.



DANIEL WORK, PhD
Professor, Civil &
Environmental Engineering,
Vanderbilt University

Years of Experience: 14

Education: PhD/MS, Civil and Environmental Engineering, University of California Berkeley; BS, Civil and Environmental Engineering, Ohio State University.

Dr. Work is a Chancellor Faculty Fellow and professor at Vanderbilt University. He pioneered methods for monitoring and controlling road traffic using vehicles, rather than fixed infrastructure, to sense and control road congestion. He is a recognized transportation expert whose work has appeared in media outlets including Good Morning America, Reuters, Wired, and MIT Technology Review.

Career Highlights:

- ☑ USDOT, I-24 Motion Test Bed.
- ☑ USDOT, ATCMTD Project.

- ☑ US Department of Energy, Congestion Impact Reduction via CAV-in-the-loop Lagrangian Energy Smoothing CIRCLES.



KAMRUL HASAN, PhD
Assistant Professor, Electrical &
Computer Engineering, TSU

Years of Experience: 8

Education: PhD, Computational Modeling & Simulation Engineering, Old Dominion University; MS, Computer Information & Systems Engineering, TSU; BS, Electrical & Computer Engineering, Bangladesh University of Engineering & Technology.

Dr. Hasan is the Assistant Electrical and Computer Engineering Professor at Tennessee State University. He is researching developing verified, transferrable, and trusted AI/ML-aided models for intelligent transportation systems. Recently, Dr. Hasan secured two grants to build predictive models for road capacity planning and safety-empowered railroad crossing design from the NSF and FHA, respectively.

Career Highlights:

- ☑ Prepared Minority Scholars for Railroad-Highway Safety Workforce (RH-SAW)

- ☑ Analytically based Frameworks for AI verification model for transportation traffic Mgmt. & cyber physical system.



DEREK HAGERTY, PE
Assistant Chief Engineer, NDOT

Years of Experience: 11

Education: MS, Civil Engineering, University of Tennessee; BS, Civil Engineering, Iowa State University

Registrations: Professional Engineer: TN

Mr. Hagerty leads NDOT's Transportation System Management section with a focus on safety and efficiency for all users primarily through the application of technology. He is the day-to-day lead on standing up Nashville's first Traffic Management Center to include detection and performance metrics for all transportation modes.

Career Highlights:

- ☑ Managed four ITS grant funded capital projects totaling \$14M through the ATCMTD and CMAQ programs.

- ☑ Represented Metro Nashville on state DOT safety projects to protect the city's most vulnerable users.

APPENDIX II – SUMMARY BUDGET NARRATIVE

Architecture and Engineering Fees

\$3,300,000

- Senior Personnel (including Dr. Hasan, Dr. Sartipi, and Dr. Work and co-faculty) to lead research, planning activities, expertise in smart infrastructure, data analytics, artificial intelligence applied to structural engineering, transportation analysis, intelligent transportation systems, and human factors and safety in transportation to assist the project team with the deployment of the project.
- Other personnel will be responsible for assisting with algorithm development and data integration, data infrastructure, and coordinating with project team in Nashville on technical aspects of sensor deployment and installation.
- Fringe benefits (salaries and health insurance) and travel expenses for our University Partners staff and students.
- NDOT TMC Integration – building in Lidar data reviewing and traffic reporting capabilities to the TMC and its workflow. Configuration of Lidar detection in signal controllers and make timing adjustments using data insights. Grant reporting, financial and partnership management
- System Design – Includes layout and engineering design at each intersection and mid-block location.
- Lidar and IT Integration – Includes network configuration, component configuration, and software setup.
- System Evaluation – Includes system health monitoring, automated data aggregation, and summary reporting.
- Data management – Includes data storage, processing, web services, visualization, and data security.
- Project management – Report preparation, team meetings, task tracing, and document review

Project Inspection Fees

\$200,000

- Equipment Testing – Includes bench testing, site acceptance testing, and burn-in testing.

Construction

\$2,100,000

- Construction includes scoping, building costs, materials, utilities, transportation signals infrastructure integration, and any rollover funds from Design. Construction includes the installation of sensors and supporting equipment at 100 intersections and midblock locations. Includes 10 installations in outreach partner cities, including training and integration.

Equipment

\$4,000,000

Strengthening Mobility and Revolutionizing Transportation



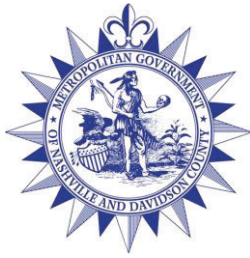
- Sensors and sensor deployment, all technical equipment and supplies, coordination of utilities and all smart infrastructure

Miscellaneous

\$400,000

- Workforce development – Includes travel to outreach intersection cities for training.
- Community Engagement – Public website administration and community engagement

APPENDIX IV – LETTERS OF COMMITMENT



FREDDIE O'CONNELL
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**NASHVILLE DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE**

July 23, 2024

Secretary Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC, 20590

Subject: Letter of Commitment for 2024 SMART Grant Application: Leveraging
Advanced Data to Deliver Multimodal Safety (LADDMS)

Dear Secretary Buttigieg,

The Nashville Department of Transportation and Multimodal Infrastructure (NDOT) wishes to express its full commitment for the Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS) project under the United States Department of Transportation's SMART Discretionary Grant Program. The LADDMS project is a research collaboration effort with NDOT, University of Tennessee (Chattanooga), Vanderbilt University, Tennessee State University, Tennessee Department of Transportation, Ouster, Stansell Electric and other local stakeholders. This project will identify safety incidents outside traditional crash reports, implementing targeted safety measures, and evaluating these measures in Nashville's complex multimodal environment under the city's Vision Zero Plans. This project will benefit the Nolensville Pike area and North Nashville area by improving safety for all transportation network users with an emphasis on pedestrians and bicyclists who have been traditionally underrepresented in safety studies.

This project builds on the very successful Phase 1 project that has validated LiDAR as a new tool to improve roadway safety, while also demonstrating the team's commitment to community engagement, community impact, and workforce development. In Phase 2, we will scale this proof of concept, solidifying Nashville's, and Tennessee's leadership in transportation innovation. As demonstrated in Phase 1, our team is dedicated to delivering a successful project.

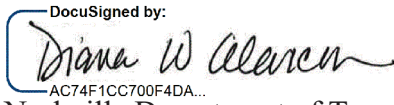
If awarded, the LADDMS project will install LiDAR technologies at key intersections and mid-block segments. NDOT plans to collect and evaluate "near-miss" data that would not be identified using traditional evaluation methods, enabling NDOT to further protect our transportation network's most vulnerable individuals. NDOT plans to expand and apply the successful practices to our other neighborhood segments along the High Injury Network (HIN), as NDOT executes the city's Vision Zero Plans.

This project aligns seamlessly with USDOT priorities and merit criteria, emphasizing innovation, data-driven solutions, and multimodal safety enhancements. The LADDMS initiative exemplifies our commitment to fostering safer and more efficient transportation systems.

Thank you for your consideration of the LADDMS project for the 2024 SMART Discretionary Grant Program. If NDOT can be of any further assistance, please do not hesitate to contact the NDOT Project Manager Robert White at (615) 862-8764 or via e-mail at Robert.White@nashville.gov.

Sincerely,

Diana W. Alarcon , Director

DocuSigned by:

AC74F1CC700F4DA...

Nashville Department of Transportation
and Multimodal Infrastructure



*Padma Raghavan, Ph.D.
Vice Provost for Research and Innovation
Chief Research Officer
Senior Advisor to the Chancellor
Distinguished Professor of Computer Science*

July 25, 2024

U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Buttigieg,

We are proud to partner with the *Nashville Department of Transportation and Multimodal Infrastructure* (NDOT) on their application for the USDOT SMART Grant Stage 2 proposal, *Leveraging Advanced Data to Deliver Multimodal Safety* (LADDMS). The project is a collaborative effort led by NDOT, and with support from University of Tennessee (Chattanooga), Tennessee State University, Vanderbilt University, the Tennessee Department of Transportation, and other local stakeholders.

The LADDMS project will enhance safety within the Nolensville Pike Corridor and in North Nashville by identifying safety incidents beyond traditional crash reports. By implementing cutting-edge technologies such as LiDAR at key intersections and mid-block segments, LADDMS will significantly improve safety for all transportation network users, with a particular focus on pedestrians and bicyclists. As part of the Stage 2 project, our team of faculty, professional research staff, and students commit to the following activities as described in the project narrative and implementation plan and as directed by NDOT.

- We will provide data infrastructure, data management services, and advanced data analytics work in collaboration with NDOT and other project partners.
- We will lead the system evaluation activities to validate the results of the at-scale deployment.
- We will lead lidar equipment configuration and testing activities in collaboration with NDOT and Ouster staff.
- We will lead workforce development activities with electricians and NDOT staff and publish our training materials for others to use free of charge.
- We will support technology transfer activities to scale the most innovative results beyond the geographic boundaries of the project.

We are fully committed to ensuring the stage 2 grant is a success, building safer roadways for all road users through advanced technology demonstration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Padma Raghavan'.

Padma Raghavan, Ph.D.
Vice Provost for Research and Innovation, Chief Research Officer
Senior Advisor to the Chancellor
Distinguished Professor of Computer Science
Vanderbilt University

OUSTER

July 18, 2024

The Honorable Pete Buttigieg
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue SW
Washington, D.C. 20590

Dear Secretary Buttigieg,

I am writing on behalf of Ouster (NYSE:OUST), a leading supplier of Buy America(n) Certified, digital lidar sensors and software solutions for the automotive, industrial, robotics and smart infrastructure industries. We commit our support as a partner on the Nashville Department of Transportation and Multimodal Infrastructure (NDOT) application for the USDOT SMART Grant Phase 2.

Specifically, we are pleased to support the project, Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS), a collaborative effort led by NDOT with the University of Tennessee (Chattanooga), Tennessee State University, Vanderbilt University, Tennessee Department of Transportation, and other local stakeholders.

At Ouster, we believe that we can transform cities into safer environments for vulnerable road users through precise mobility and safety data on all road users, incidents, and near-miss detection statistics — regardless of the environment, time of day, or weather. Our Blue City software helps practitioners gain precise insights quickly and effectively. Blue City also includes an open API to integrate with custom data analysis pipelines, active traffic management software, and signal control systems. Our lidar sensors are manufactured in California and are Certified Buy America and Buy American compliant.

As a partner, we are pleased to commit to the following activities as discussed in the proposal/implementation plan: We will participate in technology roadmap activities to define new features in our products, ensuring the findings from the Phase II demonstration are scalable and deployable nationwide.

We will provide engineering technical support for optimal lidar placement along the Nolensville Pike Corridor and North Nashville.

We will provide technical support for workforce development activities for electricians, signal technicians, and traffic operations staff, led by the LADDMS team.

We are also excited to assist with dissemination activities at industry events such as ITS America, ITS Tennessee and others. These activities are continuations of our growing collaboration with the LADDMS team during phase I grant activities, which included support for bench testing, university and NDOT training efforts, technical exchanges on data validation and system configuration, and demonstrations at industry events. We look forward to continuing our partnership with the LADDMS team to significantly improve safety for all transportation network users through the innovative deployment of lidar.

Sincerely,

Itai Dadon
Vice President, Smart Infrastructure

Itai Dadon

Ouster.com
350 Treat Ave
San Francisco, CA 94110





THE POWER TO INNOVATE
THE EXPERIENCE TO SUCCEED

July 31, 2024

Secretary Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC, 20590

Subject: Letter of Commitment for 2024 SMART Grant Application: Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS)

Dear Secretary Buttigieg,

Stansell Electric Company wishes to express its full commitment for the Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS) project under the United States Department of Transportation's SMART Discretionary Grant Program.

The LADDMS project is a research collaboration effort with NDOT, University of Tennessee (Chattanooga), Vanderbilt University, Tennessee State University, Tennessee Department of Transportation, Ouster, Stansell Electric, NABCO and other local stakeholders. This project will identify safety incidents outside traditional crash reports, implement targeted safety measures, and evaluate these measures in Nashville's complex multimodal environment under the city's Vision Zero Plans. This project builds on the very successful Phase 1 project that has validated LiDAR as a new tool to improve roadway safety, while also demonstrating the team's commitment to community engagement, community impact, and workforce development.

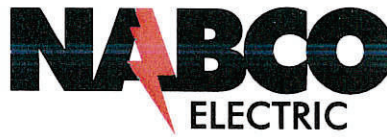
As a Phase 1 collaborator we participated in the workforce development training programs through the project. This session is built upon previous training, providing advanced insights and reinforcing the skills necessary for effective LiDAR implementation. Workforce development initiatives are critical to the success of our projects. By continuously improving our training, we ensure that our technicians are equipped with the knowledge and skills needed to drive innovation and enhance road safety. We look forward to continuing to partner with the team to further the workforce development goals of USDOT and the LADDMS project.

Thank you for your consideration of the LADDMS project for the 2024 SMART Discretionary Grant Program.

Sincerely,

A handwritten signature in blue ink that reads 'David P. Stansell'.

David P. Stansell
CEO



July 31, 2024

Secretary Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC, 20590

Subject: Letter of Commitment for 2024 SMART Grant Application: Leveraging
Advanced Data to Deliver Multimodal Safety (LADDMS)

Dear Secretary Buttigieg,

NABCO Electric Company wishes to express its full commitment for the Leveraging Advanced Data to Deliver Multimodal Safety (LADDMS) project under the United States Department of Transportation's SMART Discretionary Grant Program. NABCO is affiliated with the International Brotherhood of Electrical Workers (IBEW). The IBEW represents approximately 820,000 active members and retirees who work in a wide variety of fields, including utilities, construction, telecommunications, broadcasting, manufacturing, railroads and government. The IBEW has members in both the United States and Canada and stands out among the American unions in the AFL-CIO because it is among the largest and has members in so many skilled occupations.

The LADDMS project is a research collaboration effort with NDOT, University of Tennessee (Chattanooga), Vanderbilt University, Tennessee State University, Tennessee Department of Transportation, Ouster, Stansell Electric, NABCO and other local stakeholders. This project will identify safety incidents outside traditional crash reports, implementing targeted safety measures, and evaluating these measures in Nashville's complex multimodal environment under the city's Vision Zero Plans. This project builds on the very successful Phase 1 project that has validated LiDAR as a new tool to improve roadway safety, while also demonstrating the team's commitment to community engagement, community impact, and workforce development.

As a Phase 1 collaborator we participated in the workforce development training programs through the project. This session built upon previous training, providing advanced insights and reinforcing the skills necessary for effective LiDAR implementation. Workforce development initiatives are critical to the success of our projects. By continuously improving our training, we ensure that our technicians are equipped with the knowledge and skills needed to drive innovation and enhance road safety. We look forward to continuing to partner with the team to further the workforce development goals of USDOT and the LADDMS project.

Thank you for your consideration of the LADDMS project for the 2024 SMART Discretionary Grant Program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Doney", is written over a faint, larger blue ink signature that is partially obscured.

A TENNESSEE CORPORATION

P.O. Box 9397 • Chattanooga, Tennessee 37412 / 2800 2nd Avenue • Chattanooga, Tennessee 37407
(423) 622-8463 / 624-0073 • FAX (423) 624-8585 • nabco@nabcoelectric.com

APPENDIX II – SUMMARY BUDGET NARRATIVE

Architecture and Engineering Fees

\$3,300,000

- Senior Personnel (including Dr. Hasan, Dr. Sartipi, and Dr. Work and co-faculty) to lead research, planning activities, expertise in smart infrastructure, data analytics, artificial intelligence applied to structural engineering, transportation analysis, intelligent transportation systems, and human factors and safety in transportation to assist the project team with the deployment of the project.
- Other personnel will be responsible for assisting with algorithm development and data integration, data infrastructure, and coordinating with project team in Nashville on technical aspects of sensor deployment and installation.
- Fringe benefits (salaries and health insurance) and travel expenses for our University Partners staff and students.
- NDOT TMC Integration – building in Lidar data reviewing and traffic reporting capabilities to the TMC and its workflow. Configuration of Lidar detection in signal controllers and make timing adjustments using data insights. Grant reporting, financial and partnership management
- System Design – Includes layout and engineering design at each intersection and mid-block location.
- Lidar and IT Integration – Includes network configuration, component configuration, and software setup.
- System Evaluation – Includes system health monitoring, automated data aggregation, and summary reporting.
- Data management – Includes data storage, processing, web services, visualization, and data security.
- Project management – Report preparation, team meetings, task tracing, and document review

Project Inspection Fees

\$200,000

- Equipment Testing – Includes bench testing, site acceptance testing, and burn-in testing.

Construction

\$2,100,000

- Construction includes scoping, building costs, materials, utilities, transportation signals infrastructure integration, and any rollover funds from Design. Construction includes the installation of sensors and supporting equipment at 100 intersections and midblock locations. Includes 10 installations in outreach partner cities, including training and integration.

Equipment

\$4,000,000

Strengthening Mobility and Revolutionizing Transportation



- Sensors and sensor deployment, all technical equipment and supplies, coordination of utilities and all smart infrastructure

Miscellaneous

\$400,000

- Workforce development – Includes travel to outreach intersection cities for training.
- Community Engagement – Public website administration and community engagement

SMART Fact Sheet: Non-Competitive Procurement Justification Guidance & Checklist

What is “sole source” procurement?

Procurement by noncompetitive proposals, referred to as sole source procurement, is procurement through solicitation of a proposal from only one source. If a State or Indian Tribe recipient is conducting a sole source procurement, it must follow the same policies and procedures it uses for procurements from its non- Federal funds, pursuant to [2 CFR § 200.317](#). Sole source procurements by all other grant recipients, including subrecipients of a State, or Indian Tribe, must adhere to the standards set forth in [2 CFR § 200.320\(c\)](#) in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. To help determine when a sole source procurement may be used, see SMART’s Sole Source Review Checklist.

When is the sole source approval required by SMART?

Sole source procurements by State or Indian Tribe recipients must adhere to the same policies and procedures the State uses for non-Federal funds. No additional approval by DOT is required.

All sole source procurements by entities other than States require adequate written justification that meets the criteria listed below and documentary support in the procurement file to be allowable.

A recipient must also request and receive written approval from SMART **prior to** purchasing equipment, technology, or services; obligating funding for a contract; or entering into a contract with award funds related to sole source procurements in excess of the simplified acquisition threshold. The recipient may set its own simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures. The simplified acquisition threshold cannot exceed the threshold established at [48 CFR 2.101](#), currently \$250,000. For the purchase of equipment, technology, or services under a SMART award – to include but not limited to noncompetitive (‘sole source’) procurements, **recipients must use their own documented procurement procedures that reflect applicable state, tribal and/or local laws and regulations, as long as those requirements conform to the federal procurement standards set forth in [2 CFR § 200.318](#).**

Recipients may conduct noncompetitive (“sole source”) procurement through solicitation of proposals from only one source when one or more of the following circumstances apply:

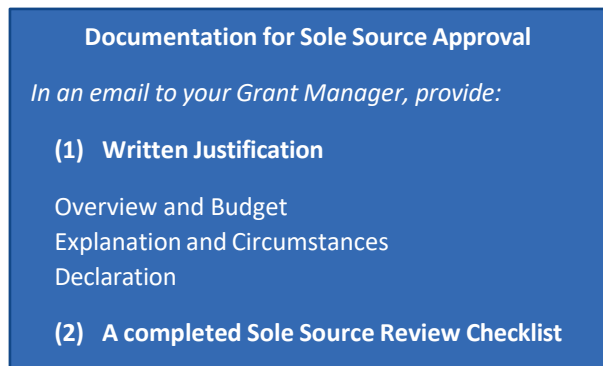
- The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, which cannot exceed \$50,000 (according to [2 CFR 200.320\(a\)\(1\)](#));
- The item/service is available only from one source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- DOT expressly authorizes a non-competitive procurement in response to a written request from the recipient; or
- Competition is determined inadequate after solicitation of a

A sole source justification request should only be submitted if a recipient determines that the award of a contract through a competitive process is infeasible based on the specific circumstances set forth in [2 CFR 200.320\(c\)](#). Sole source procurement should be used only when competitive solicitation procedures like sealed bids or competitive proposals are not applicable to the requirements or are impracticable.

What documentation must be submitted to SMART for sole source approval?

An award recipient must initiate a *Sole Source Approval* Grant Award Modification (GAM) by emailing your SMART Grant Manager to request approval to enter into a noncompetitive contractual relationship “sole source” with a contractor under a Federal award, where the contracted cost exceeds the Simplified Acquisition Threshold as determined by the recipient, not to exceed \$250,000. **Attach the following documents to the email:**

1. Written justification (including an itemized budget for the contract amount)
2. A completed Sole Source Review Checklist.



Written Justification Outline

The outline below may be helpful in preparing your agency’s sole source request and ensuring that all the necessary information is included. The request should include the following information, which SMART will review to consider approval of a sole source contract:

Section I. Overview and Budget

1. A brief description of the project.
2. The amount to be designated for the sole source procurement.
3. The purpose of the contract.
4. An itemized budget for the contract amount.

Section II. Explanation and Circumstances

1. An explanation as to why it is necessary to contract in a noncompetitive manner.
2. Which one (or more) of the three circumstances identified below applies to the procurement transaction. *Where applicable, include supporting information as identified below under the applicable section(s):*
 - a) If the item or service is available only from one source, please include the following:
 - Uniqueness of items or services to be procured from the proposed contractor or vendor (e.g., compatibility or patent issues)
 - How the agency determined that the item or service is only available from one source (e.g., market survey results, independent agency research, patented or proprietary system)
 - Explanation of need for contractors’ expertise linked to the current project (e.g., knowledge of project management, responsiveness, experience of contractor personnel, and/or prior work on earlier scoping, planning, or earlier aspects or phases of the project)

- Any additional information that would support the case.
- b) If the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, please include the following:
 - Description of the public exigency or emergency
 - Need for the contract and period of performance
 - Impact on project if deadline/dates are not met
 - How long it would take an alternate contractor to reach the same required level of competence (equate to dollar amounts, if desired)
 - Any additional information that would support the case.
- c) If competition is determined inadequate after solicitation of several sources, please include the following:
 - Results of a market survey to determine competition availability; if no survey is conducted, please explain why not
 - Any additional information that would support the case.

Section III. Declaration

1. Provide a declaration that this action/choice is in the best interest of the agency.

Failure to provide all the necessary information will delay the processing of your request. Your agency will be contacted if any of the identified information is missing or if additional supporting information is required. If SMART determines that the request does not meet the standards set forth above, the request will be denied.

Please be advised that conflicts of interest are prohibited under the procurement standards set forth in [2 C.F.R. § 200.318\(c\)](#). In addition, program funds should not be awarded to any party that is debarred or suspended from participation in federal assistance programs.

If you have any questions regarding the federal requirements that guide procurement procedures, please contact your Grants Management Specialist.

Section IV. Sole Source Review Checklist

Below is a checklist of qualifying situations intended to help evaluate sole source requests. The sole source approval request only needs to meet one of these qualifying situations. However, all of the conflict of interest items must be addressed in the justification.

Section I. Overview and Budget

1. A brief description of the project.

2. The amount to be designated for the sole source procurement.

3. The purpose of the contract.

4. An itemized budget for the contract amount. You may attach additional pages from the contract for supporting documentation.

Section II. Explanation and Circumstances

- 1. An explanation as to why it is necessary to contract in a noncompetitive manner.

2. Choose one (or more) of the three circumstances (a-c), identified below, applicable to the procurement transaction. *Where applicable, include supporting information as identified below under the applicable section(s):*

- a. If the item or service is available only from one source, please include the following:
 - i. Explain the uniqueness of items or services to be procured from the proposed contractor or vendor (e.g., compatibility or patent issues).
 - ii. How the agency determined that the item or service is only available from one source (e.g., market survey results, independent agency research, patented or proprietary system).
 - iii. Explanation of need for contractors' expertise linked to the current project (e.g., knowledge of project management, responsiveness, experience of contractor personnel, and/or prior work on earlier scoping, planning, or earlier aspects or phases of the project).
 - iv. Any additional information that would support the case.

- b. If the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, please include the following:
- i. Provide a description of the public exigency or emergency.
 - ii. Need for the contract and period of performance.
 - iii. Impact on project if deadline/dates are not met.
 - iv. How long it would take an alternate contractor to reach the same required level of competence (equate to dollar amounts, if desired).
 - v. Any additional information that would support the case.

- c. If competition is determined inadequate after solicitation of several sources, please include the following:
- i. Results of a market survey to determine competition availability; if no survey is conducted, please explain why not.
 - ii. Adequately describe the efforts to ensure the contract pricing is fair and reasonable.
 - iii. Any additional information that would support the case.

Section III. Declaration

Provide a declaration that this action/choice is in the best interest of the agency.

Conflict of Interest/Suitability/Procurement Standards (*justification must address all items*)

Please be advised that conflicts of interest are prohibited under the procurement standards set forth in [2 CFR § 200.318\(c\)](#). In addition, program funds should not be awarded to any party that is debarred or suspended from participation in federal assistance programs.

1. Ensure there is no conflict of interest with the proposed vendor.
2. Indicate that the Excluded Parties List was checked and that the proposed vendor has not been debarred from receiving federal funds.
3. Include evidence that the procurement will be competed in compliance with the organization's procurement policies and the procurement standards outlined in [2 CFR Part 200](#), including the required contract provisions.

Failure to provide all the necessary information will delay the processing of your request. Your agency will be contacted if any of the identified information is missing or if additional supporting information is required. If SMART determines that the request does not meet the standards set forth above, the request will be denied.

Checklist

Below is a checklist of qualifying situations intended to help evaluate sole source requests. The sole source approval request only needs to meet one of these qualifying situations. However, all the conflict-of-interest items must be addressed in the justification.

A. Item Only Available Through a Single Source

- a. Does independent research through internet searches or discussions with subject matter experts corroborate that the item is available only from a single source? **Choose a response.** If other, please provide a brief explanation:

- b. Does the request demonstrate the uniqueness of items or services to be procured from the proposed contractor or vendor (e.g., compatibility or patent issues, etc.)? **Choose a response.** If other, please provide a brief explanation:

- c. Does the request demonstrate and support how it determined that the item or service is only available from one source (e.g., market survey results, independent agency research, patented or proprietary system)? **Choose a response.** If other, please provide a brief explanation:

- d. Does the request demonstrate a significant need for contractor's expertise linked to the current project (e.g., knowledge of project management, responsiveness, experience of contractor personnel, and/or prior work on earlier phases of project)? **Choose a response.** If other, please provide a brief explanation:

- e. Are details about the contractors' expertise linked to the current project well documented? (e.g., knowledge of project management, responsiveness, experience of contractor personnel, and/or prior work on earlier scoping, planning, or earlier aspects or phases of the project) **Choose a response.** If other, please provide a brief explanation:

B. Public Emergency

- a. Is there a public emergency such as a natural disaster or catastrophic event? **Choose a response.** If other, please provide a brief explanation:

- b. Has there been a declared state of emergency in which these goods and services will be needed? **Choose a response.** If other, please provide a brief explanation:

- c. Is there an immediate health or safety concern? **Choose a response.** If other, please provide a brief explanation:

C. Inadequate Competition

- a. Does the request adequately describe the efforts to competitively contract for this item? For example, were requests for proposals or bids conducted and what was the nature of the responses? **Choose a response.** If other, please provide a brief explanation:

b. Does the request adequately describe the efforts to ensure the contract pricing is fair and reasonable? **Choose a response.** If other, please provide a brief explanation:

c. Does the request provide results of a market survey to determine competition availability or explained why no survey was conducted? **Choose a response.** If other, please provide a brief explanation:

D. Conflict of Interest/Suitability/Procurement Standards

a. Does the request ensure there is no conflict of interest with the proposed vendor? **Choose a response.** If other, please provide a brief explanation:

b. Does the request indicate that the Excluded Parties List was checked and that the proposed vendor has not been debarred from receiving federal funds? **Choose a response.** If other, please provide a brief explanation:

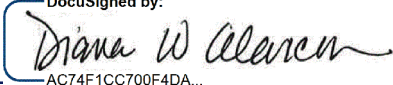
c. Does the request include evidence that the procurement will be competed in compliance with the organization’s procurement policies and the procurement standards outlined in [2 CFR Part 200](#), including the required contract provisions? **Choose a response.** If other, please provide a brief explanation:

Submitted by (Full Name and Title):	
Email Address:	
Signature	Date

SIGNATURE PAGE
FOR
GRANT NO. 69A3552541040


IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

AC74F1CC700F4DA...
Diana W. Alarcon
Director, Nashville Department of
Transportation and Multimodal Infrastructure


7/29/2025
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:


Director Department of Finance


8/29/2025 | 10:46 AM CDT
Date

APPROVED AS TO RISK AND INSURANCE:


Director of Insurance

8/29/2025 | 12:03 PM CDT
Date

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

8/29/2025 | 9:50 AM PDT
Date

FILED:

Metropolitan Clerk

Date



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FREDDIE O'CONNELL
MAYOR

WALLACE W. DIETZ
DIRECTOR OF LAW

DEPARTMENT OF LAW
METROPOLITAN COURTHOUSE, SUITE 108
P.O. BOX 196300
NASHVILLE, TENNESSEE 37219-6300
(615) 862-6341 • (615) 862-6352 FAX

July 21, 2025

Thy Nguyen, Program Manager
U.S. Department of Transportation
Office of Asst Sec for Research & Tech
1200 New Jersey Avenue, East Building, 3rd
Washington DC 20590

Attention Thy Nguyen,

The Strengthening Mobility and Revolutionizing Transportation (SMART) Grant agreement (Award # 69A3552541040) purports to impose conditions enjoined as to the Metropolitan Government of Nashville and Davidson County by the Preliminary Injunction in King County et al. v. Turner et al., 2:25-cv-00814-BJR (W.D. Wash.) (issued June 3, 2025, copy attached) (the "PI"). These prohibited provisions remain in the grant agreement, and the Metropolitan Government of Nashville and Davidson County is unable to modify the text of the application to excise those provisions.

The Metropolitan Government of Nashville and Davidson County withholds consent to and objects to the inclusion of any terms and conditions enjoined pursuant to King County et al. v. Turner et al., including but not limited to the following terms, which are legally unenforceable, and the Metropolitan Government of Nashville and Davidson County's acceptance of the grant agreement in no way reflects acceptance of those prohibited terms.

- "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."
- "Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code."
- "Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws."

- The following references found in Exhibit A to the SMART Grant agreement:
 - Bringing in and harboring certain aliens – 8 U.S.C. 1324
 - Aiding or assisting certain aliens to enter – 8 U.S.C. 1327
 - Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
 - Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity
- Any requirement agreeing to any terms and conditions in the Letter from Sean Duffy, DOT Secretary, to All Recipients of USDOT Funding dated April 24, 2025.
- Any materially similar terms or conditions to those referenced above.

In the agreement, the United States Department of Transportation acknowledges that it will not be imposing or enforcing the enjoined conditions while subject to the PI. The United States Department of Transportation further states in the agreement that it will not require any certification or other representation related to compliance with such terms and conditions nor will it refuse to issue, process, or sign grant agreements based on participation in King County et al. v. Turner et al.

By virtue of the PI and for so long as the PI or a subsequent order remains in effect, any such nominal reference to the restrained conditions shall not result in those conditions being imposed or enforced against the Metropolitan Government of Nashville and Davidson County even if the text of those inoperative conditions remains in the documents executed by Metropolitan Government of Nashville and Davidson County, or incorporated by reference via any digital signature platform, or via any submittal portal, of any kind whatsoever, that may be operated or utilized by the United States Department of Transportation.

The Metropolitan Government of Nashville and Davidson County's consent is contingent on the challenged conditions being restrained. Further, in the event that the PI expires, the restrained conditions will not be imposed or enforced against the Metropolitan Government of Nashville and Davidson County as to the period that the PI or the prior TROs were in effect.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wallace W. Dietz". The signature is fluid and cursive, with the first name "Wallace" being more legible than the last name "Dietz".

Wallace W. Dietz, Director of Law
Metropolitan Government of Nashville and Davidson County

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



FREDDIE O'CONNELL
MAYOR

WALLACE W. DIETZ,
DIRECTOR OF LAW

DEPARTMENT OF LAW
METROPOLITAN COURTHOUSE, SUITE 108
P.O. BOX 196300
NASHVILLE, TENNESSEE 37219-6300
(615) 862-6341 • (615) 862-6352 FAX

August 28, 2025

Thy Nguyen, Program Manager
U.S. Department of Transportation
Office of Asst Sec for Research & Tech
1200 New Jersey Avenue, East Building, 3rd
Washington, DC 20590

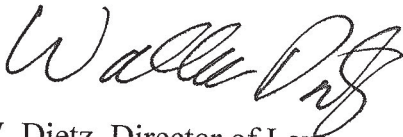
Dear Thy Nguyen,

This letter serves as written notice to the U.S. Department of Transportation regarding compliance with 2 CFR § 180.335. That section requires the grantee to notify the Federal agency office that it "ha[s] had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default."

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant.

If you require any further information, please let us know.

Sincerely, 

Wallace W. Dietz, Director of Law
Metropolitan Government of Nashville and Davidson County

Certificate Of Completion


Envelope Id: 64778CF0-6D10-436D-A44F-AA88496A33CE
 Subject: Complete with Docusign: NDOT-Stage2 SMART25-28 Ready.pdf
 Source Envelope:
 Document Pages: 112
 Certificate Pages: 15
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Juanita Paulson
 730 2nd Ave. South 1st Floor
 Nashville, TN 37219
 Juanita.Paulsen@nashville.gov
 IP Address: 170.190.198.190

Record Tracking

Status: Original 8/28/2025 11:47:12 AM	Holder: Juanita Paulson Juanita.Paulsen@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign


Signer Events

Signer Events	Signature	Timestamp
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	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

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Aaron Pratt Aaron.Pratt@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/29/2025 8:01:00 AM Viewed: 8/29/2025 8:02:43 AM Signed: 8/29/2025 8:03:17 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
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Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/29/2025 8:03:20 AM Viewed: 8/29/2025 10:37:42 AM Signed: 8/29/2025 10:46:05 AM
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Electronic Record and Signature Disclosure:
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Hannah Zeitlin Hannah.Zeitlin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/29/2025 10:46:07 AM Viewed: 8/29/2025 11:47:40 AM Signed: 8/29/2025 11:50:59 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

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Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	<i>Balogun Cobb</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 8/29/2025 11:51:01 AM Viewed: 8/29/2025 12:03:23 PM Signed: 8/29/2025 12:03:32 PM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/29/2025 12:03:35 PM Viewed: 8/29/2025 1:39:47 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/29/2025 12:03:32 PM
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