



AGREEMENT FOR

Traffic Engineering Services for Vision Zero Action Plan

Between

WELLINGTON

And

T J K M , INC.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement") is made this ____ day of _____, 20__ by and between the VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and T J K M, INC. (hereinafter referred to as CONSULTANT), located in Tampa, Florida.

WHEREAS, it is necessary for WELLINGTON to obtain the services from CONSULTANT to for Consulting Services for Traffic Engineering Services for Vision Zero Action Plan related to RFQ 202332.

WHEREAS, CONSULTANT represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be _____.

The term of this Agreement shall be until completion of the project's scope of services noted within Exhibits A or written amendment

ARTICLE 2 SERVICES TO BE PERFORMED BY CONSULTANT

2.1 GENERAL

CONSULTANT shall perform the Services for WELLINGTON as an independent contractor, as specifically set forth in the scope of work and schedule attached hereto as **EXHIBIT "A"** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the 'Services'). In the event of a conflict between the terms of **EXHIBIT "A"** and this Agreement, the terms of this Agreement shall control.

ARTICLE 3 COMPENSATION

3.1 GENERAL

As compensation for providing the Services, WELLINGTON shall pay CONSULTANT's fee of **\$247,085.27** based on the amount and hourly rates stipulated in **EXHIBIT "B"** CONSULTANT represents and warrants that it shall notify WELLINGTON in writing prior to doing any further work pursuant to this Agreement if it will exceed the contract amount provided for herein

3.2 DELAY

The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from WELLINGTON for any direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay from any circumstances.

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

4.1 General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than One Million Dollars (\$1,000,000), and general aggregate of not less than Two Million Dollars (\$2,000,000).

4.2 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.

4.3 Professional Liability Insurance with limits of not less than (\$1,000,000) annual aggregate.

4.4 Hired & Non Hired Vehicles Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON. CONSULTANT shall include WELLINGTON as an additional insured on the General Liability Insurance policy required by the Agreement.

CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 5 STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and CONSULTANT shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

In consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT

hereby agrees to protect, defend, indemnify, and hold harmless WELLINGTON, its officers and employees, from any and all claims, liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT arising out of or connected with this Agreement. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes. The CONSULTANT acknowledges receipt of sufficient consideration for the indemnification provided herein.

6.3 SURVIVAL

Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article and exhibits cited herein shall survive.

ARTICLE 7 INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

ARTICLE 9 SUBCONSULTING

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONSULTANT be authorized to use WELLINGTON's Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

ARTICLE 12 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing information on hand required by CONSULTANT, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

ARTICLE 13 TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of the Agreement through no fault of CONSULTANT. It may also be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for Services rendered to WELLINGTON's satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by WELLINGTON, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work to WELLINGTON.
- C. Continue and complete all parts of the work that have not been terminated.

CONSULTANT shall be paid for Services actually rendered to the date of termination.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither WELLINGTON nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 16 NON-DISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

ARTICLE 17 WAIVER

A waiver by either WELLINGTON or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 ENTIRETY OF AGREEMENT

WELLINGTON and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 21 SUCCESSORS AND ASSIGNS

WELLINGTON and CONSULTANT each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 22 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

ARTICLE 23 ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CONSULTANT'S place of business.

ARTICLE 24 NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To WELLINGTON

Village of Wellington
12300 Forest Hill Blvd
Wellington, Florida 33414

As To CONSULTANT

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and WELLINGTON.

ARTICLE 25 CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of Jonathan Reinsvold, PE who shall act as WELLINGTON's representatives during the term of the Agreement.

ARTICLE 26 KEY PERSONNEL

CONSULTANT shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 27 CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by CONSULTANT under this Agreement shall be made available to any individual or organization by CONSULTANT without prior written approval of WELLINGTON.

ARTICLE 28 CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The CONSULTANT's completed Conflict of Interest Statement shall be attached

hereto as **EXHIBIT “C”** and incorporated herein by this reference. During the term of this Agreement and any renewals or extensions thereof, the CONSULTANT shall continue to disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

ARTICLE 29 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT understands that any contract that results from this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 30 PUBLIC ENTITY CRIMES

No consultant may be a person or affiliate identified on the Department of General Services “Convicted Vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. The CONSULTANT shall comply with section 287.133, Florida Statutes, as is amended from time to time.

ARTICLE 31 TIME

Time is of the essence in all respects under this Agreement.

ARTICLE 32 PREPARATION OF AGREEMENT

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 33 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE ADDIE AT 561-791-4000, CADDIE@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

ARTICLE 34 SCRUTINIZED COMPANIES

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONSULTANT certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, CONSULTANT further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a)

have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONSULTANT has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

ARTICLE 35 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 36 E-VERIFY

Compliance with FS 448.095 - Wellington requires all consultants, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 37 NON-DISCRIMINATION

CONSULTANT shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 38 INCORPORATION OF RFQ

The terms, conditions, and specifications of this Agreement shall include and incorporate the terms, conditions and specifications set forth in Wellington Request for Qualifications #202332 and the CONSULTANT'S response to the RFQ including all documentation required here hereunder.

ARTICLE 39 GRANT AGREEMENT AND APPENDIX II TO PART 200, TITLE 2

The terms, conditions, and specifications of this Agreement shall include and incorporate the terms, and requirements set forth in the grant agreement and Appendix II to Part 200, Title 2 attached hereto as **EXHIBIT "D"**.

APPROVED AS TO FORM AND IN WITNESS WHEREOF, WELLINGTON and CONSULTANT have executed this Agreement as of the day and year first above written.

ATTEST

VILLAGE OF WELLINGTON

By: _____
Chevelle Addie, Village Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

CONSULTANT:

By: _____
Laurie Cohen, Village Attorney

By: _____
Printed Name/Title: _____



TJKM SCOPE OF WORK FOR WELLINGTON VISION ZERO ACTION PLAN

Scope of Work

Below is our proposed scope of work for this project which builds on the Request for Proposal and is based on TJKM's experience working on similar projects. It is anticipated that Notice to Proceed will be issued the first week of December 2023 and a Project Kick-off Meeting will quickly follow. It is understood that all work culminating in the Final Report is to be completed by May 31, 2024 and a final presentation is to be made to Wellington's Village Council the week of June 10, 2024.

Task 1 Kick-off Meeting, Refine Study Scope/Tasks, Task Schedule, & Community Engagement/Assessment Process

1.1 Project Kick-Off Meeting

The TJKM Team will schedule a Kick-Off Meeting within two weeks of Notice to Proceed. We will prepare the meeting agenda, sign-in sheets, handouts, and a brief PowerPoint presentation to ensure meeting productivity. We anticipate the following discussion:

- Discuss project goals and objectives
- Discuss scope of work and schedule
- Finalize project timeline and identify key milestones
- Discuss and confirm critical data needs and data sharing protocol
- Discuss Community/Stakeholder Outreach and Engagement Plan
- Discuss internal meeting schedule, invoicing, and progress updates
- Discuss other relevant information

1.2 Monthly Reporting/Invoicing

TJKM will prepare monthly invoices and progress reports in accordance with the Village of Wellington's invoicing and reporting methodologies. TJKM will obtain any templates or protocols from the Village of Wellington staff, as available. Each progress report will at a minimum include:

- Summary
- Progress narrative
- Description of tasks completed
- Project schedule describing the percentage of each task/deliverable/milestone
- Summary of costs incurred per task/milestone
- Schedule and schedule tracking narrative
- List of deliverable items
- Management issues
- Needed corrective actions
- Statement of resolution of problems
- 30-day look ahead

1.3 Regular Project Management Meetings

The TJKM Team will facilitate biweekly meetings with the project team and relevant staff. TJKM also proposed to maintain all the meeting notes, agenda and action items through Google Docs which will be a living document throughout the life of project and provide open and up-to-date communication.

1.4 Project Management Plan

The TJKM Team will develop a Project Management Plan (PMP) at the onset of the project, documenting overarching goals and objectives of the project, communication channels, project monitoring strategies, and foreseeable challenges and plausible alternatives. We will update the PMP on at least a monthly basis.

Deliverables:

- ✓ *The Village of Wellington Project team meeting to review and update project scope/Kick-Off Meeting notes-next steps*
- ✓ *Project scope revisions and schedule with milestones*
- ✓ *Project team meeting calendar with milestones*
- ✓ *Stakeholder/Community group contact list*
- ✓ *Community and Stakeholder Outreach and Engagement Program*

Task 2 Assessment of Existing Policies, Programs, & Practices (Value Added Task)

The purpose of this task is to ensure the VZAP visions and goals are aligned with prior planning efforts and that the potential E's strategies are consistent with local and regional policies and guidelines. The TJKM Team will review at a minimum the following documents:

- County and Local Jurisdiction General Plan's
- Specific Plans
- Bicycle and Pedestrian Master Plans
- Design Guidelines
- Engineering Standard Plans
- Capital Improvement Programs
- Regional Transportation Plan
- Federal Transportation Improvement Program
- Safe Routes to Schools Initiative

We will summarize contents and key transportation and safety elements of the aforementioned documents in a Technical Memorandum. Based on our firm's past experience, we ensure the VZAP is developed consistent with the following documents:

- FHWA – Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA – Developing Safety Plans: A Manual for Local and Rural Road (2012)
- FHWA – Systemic Safety Project Selection Tool (2013)
- FHWA – Local and Rural Road Safety Program
- Highway Safety Manual
- NACTO, AASHTO, ITE/CNU, Florida Greenbook, MUTCD
- US Access Board – Public Right of Way Accessibility Guidelines (ADAAG) (2023)

Deliverables:

- ✓ *Technical Memorandum summarizing the Existing Policies, Programs, and Practices*

Task 3 Vision Zero Task Force/Community Engagement & Assessment (Stakeholder Engagement and Collaboration)**3.1 Vision Zero Task Force**

The TJKM Team with the assistance of Wellington's staff, identify and recruit relevant parties to participate in the village-wide Vision Zero Task Force Group, including but not limited to:

- Elected officials or designated representatives
- Jurisdiction Planning/Public Works staff
- Health and Human Services
- Law Enforcement/Public Safety (Police, Fire, EMS, et al.)
- Education - Office of Education/Unified School Districts
- Advocates - Bicycle and Pedestrian Coalition
- Local businesses – Chamber of Commerce
- Community Based Organizations
- Residents from identified Disadvantaged Communities

Under this task TJKM Team will attend up to four meetings organized by the Village of Wellington.

3.2 Vision Zero Task Force & Public Outreach Schedule

Under this task, the TJKM Team in consultation with Wellington will develop a public outreach plan which will include scheduled public outreach meetings, data gathering and incorporating information previously collected from Treasure Coast Regional Planning Council (TCRPC), Palm Beach County, and Wellington., a process to identify data sharing agreement and travel patterns from the various agencies including data scrubbing and data sharing techniques. A total of two public outreach meetings will be organized to solicit and listen to community concerns, review data and documents at key milestones. TJKM will develop presentation materials and documents for outreach meetings and will attend all of the above mentioned meetings.

3.3 Webpage

Under this task, to solicit feedback, communicate data and information to the public we will develop a Vision Zero Webpage on Wellington's website with an interactive, user friendly map tool.

We propose to use an **interactive GIS mapping web base tool**, which we have successfully used for more than 60 LRSP projects. The interactive map tool will provide an overview of Vision Zero and its principles, purpose, goals, and objectives with complete instructions for using the tool. The webpage will include but not limited to project overview, events, project updates, comment boxes, contact information, a public draft review section, in addition to an interactive GIS mapping and interactive input. We propose to update the website on a monthly basis.

3.4 Evaluation & Analysis of Collected Information

Under this task, the information collected from community engagement and stakeholder workgroups will be summarized, evaluated, and analyzed. Based on the evaluation and analysis the findings will be cross-referenced with project recommendations in existing countywide plans.

Deliverables:

- ✓ Stakeholder Workgroup Contact List/Participant confirmation
- ✓ Workgroup and Public outreach calendar/schedule (10 month timeframe) Maps, visuals and collateral, and meeting notes/summaries for all meetings
- ✓ Wellington Vision Zero Webpage (through Wellington Website) with map based tool for public feedback and information distribution
- ✓ Summary analysis of Public/Stakeholder feedback including comment matrix and community-driven projects list, as an Appendix
- ✓ Summary (Matrix) cross reference of projects with public comments
- ✓ Organize and attend two public meeting
- ✓ Attend four Vision Zero Task Force meetings

Task 4 Vision Zero Statement

Based on assessment of existing programs, policies and other relevant documents, input from the stakeholders and vision zero task force group and in consultation with Wellington, TJKM Team will develop Vision Zero Statement, Guiding Principles and Goals and Objectives of the plan at the onset of the project.

TASK 5 Data Collection & Analysis

TJKM has developed a tool to conduct collision analysis using GIS maps, implementable actions, and performance measure for other clients. We will develop a similar tool for Wellington to conduct the collision analysis, identify counter measures, and evaluate performance of implemented measures as part of this project.

5.1 Data Analysis

Collision Data. TJKM will obtain the latest 10 years of collision data from available sources provided by Wellington. We will obtain county, regional, and statewide statistics and collision data for comparison. If data is available we would also collect attributes associated with collisions that would assist to identify the number of collisions that involves visitors.

Volume Data. We will utilize the Average Daily Traffic (ADT) and turning movement counts available for calculating crash rates. We will work with Village staff on obtaining counts from relevant studies, engineering and traffic surveys, or travel demand models. The ADT information will be recorded in Excel and GIS (shapefile) formats.

Systemic Analysis. The TJKM Team will conduct a village-wide collision analysis for all collisions, with an emphasis on Fatal and Severe Injury (F+SI) collisions. This will be a data-driven process including the following steps:

- Collision Trend: Analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type, and violation category.
- Collision Profile: Combining collision factors to identify prominent collision types.

We will produce GIS-based mappings, charts, and other visualizations to help inform decision making. We will summarize the collision analysis and maps in a technical memorandum.

High Injury Network (HIN). This is a critical step to identify locations throughout Wellington that are collision-prone such that future collision can be prevented. Primarily, TJKM will identify the Village's HIN by ranking collision rates over roadway network. These are the corridors responsible for fatal and serious injury crashes along Wellington's roadways.

In addition, the TJKM Team will employ the Sliding Window Algorithm (SWA) to pinpoint collision-prone locations that can oftentimes neglected from a simple HIN ranking process. The SWA partitions the Village roadway system into comparable segments and is used to ensure the corridor ranking is based on normalized collision rate calculation. Our collision rate calculations will be in compliant with FHWA guidelines and Highway Safety Manual.

Emphasis Areas (Collision Profile). Based on the collision analysis and HIN identified, the TJKM Team will identify *emphasis areas* and develop a collision profile. The collision profile will include description and goals of the emphasis area, indicating the primary risk factors, collision types, facility type, and related collision statistical summary.

The emphasis areas will inform the identification of countermeasures, policy strategies, and safety projects in later stages of the project.

Deliverables:

- ✓ *Village-wide injury and collision data analysis summary for 10 years*
- ✓ *Village-wide HIN GIS Map*
- ✓ *Create a data dashboard that allows for sharing of collision and injury data in forms that are easily accessible and understandable to the different stakeholders in the region (e.g. summary data for community members; condensed details for staff and policy makers).*

Task 6 Implementation & Evaluation Strategies

6.1 Policy & Strategies Development

The TJKM Team will share its experience and involvement in safety related projects, as well as suggest the most feasible and reasonable practices that Wellington should take into consideration for implementation. A Vision Zero Policy is the guiding principle of the VZAP. It establishes a foundation for ongoing actions and updates of the VZAP. The Vision Zero Policy will include but not limited to overarching goals and objectives of Wellington's Vision Zero initiatives, clear target on fatal and severe injury collision reductions and eventual elimination, suggested departmental involvement, and performance tracking methods.

6.2 Safety Projects & Programs

Engineering. In addition to pedestrian/bicycle-specific improvements, we will explore solutions for enhancing safety for all roadway users within Wellington. The TJKM Team will leverage our extensive experience in LRSP, SSAR, and VZAPs to develop safety projects for Wellington. We will also consider the safety improvements identified as part of other studies within Wellington at high-risk locations, and will review the effectiveness of any improvements that have already been implemented using available historical collision data comparisons. In this task TJKM will identify and develop one project concept and grant application which will be eligible for the Safe Streets for All (SS4A) Implementation Project.

Under this task, TJKM will also identify non-engineering strategies of education, encouragement, and enforcement. We will develop actions, performance measures, and monitoring steps for each emphasis area. We will first review existing safety programs provided by local jurisdictions and extract ongoing efforts that could be utilized for the emphasis areas.

Education. TJKM brings exceptional experience developing educational material for transportation system users of all ages. Our extensive expertise with safety flyers/brochures, websites, age-specific training programs, safety videos, media campaigns, Safe Routes to Schools initiatives, and Street Smarts programs will be utilized to develop a broad range of educational enrichment programs within Wellington.

TJKM will also learn more about the many educational programs, if any offered by the School District, and recommend additional programs or services as appropriate.

Encouragement. Creating a safe culture where people feel comfortable using the travel mode of their choice. TJKM will develop strategies that empower the community to participate in various community-initiated safety events and campaigns.

Enforcement. TJKM will work closely with Wellington's public works and emergency management departments to develop strategies that will help calm traffic and improve compliance of traffic regulations. Our likely recommendations will include a wide range of strategies including reducing speed limits, radar enforcement of speed and red light violations, pedestrian right-of-way violations, and bicycle safety matters. We will also explore and recommend effective sting operations utilized by many enforcement agencies that result in eliminating dangerous behaviors and improved safety for all users.

Emergency Medical Services (EMS). TJKM will collect input on concerns and challenges regarding EMS encounters while providing service on roads on a daily basis. We will base this on the input develop engineering and non-engineering strategies that improve roadway conditions and response time of their services.

Equity. TJKM will coordinate with local jurisdictions to identify most at-risk populations for targeted messages. We want to address transportation safety for all modes and include all the community irrespective of social, racial, and economic status and to achieve safer transportation for all. We will use the following strategies to address Equity:

- Involve Low-Income, Disadvantaged and Minority Groups
- Engage and Involve Youth
- Engage communities of Color
- Engage with Senior Citizens and Older Adults
- Engage with Persons with Disabilities and Special Health Care Needs
- Engage with Limited English Proficiency Populations

Engagement. TJKM will work with local jurisdictions staff to develop strategies for the outreach by developing video clips, websites, and community workshops.

Evaluation. Tracking progress in reducing fatal and sever injury collisions. The TJKM Team firmly believes in measuring performance and making necessary adjustment to improve continuously. Supporting the adage "you can't manage what you don't measure", we will develop appropriate performance indicators

(PI's) that will inform Wellington about the success of its VZAP. The PI's will be aligned with Vision Zero policy which could include but not limited to:

- Number of crashes involving bikes, pedestrians, school-aged children, and seniors
- Number of crashes where alcohol was the prime factor
- Number of injury and fatal crashes
- Rate of injury and fatal crashes per 1,000 population
- Bicycle and pedestrian counts along major corridors
- Number of children walking or bicycling to schools

We will develop PI's that are feasible, meaningful, fairly straightforward, and inexpensive to track year over year. Tracking such PI's will help Wellington to evaluate success of various strategies and allow appropriate changes when intended results are not achieved. We will summarize the E's strategies in a memorandum.

6.3 Implementation Framework

The TJKM Team will first provide a matrix of pursuable Federal and State grant fact sheets that instructs Wellington's staff with materials and timeline for each funding opportunity. We will develop the Implementation Plan as part of the VZAP, based on the E's strategies with detailed descriptions, estimated timeline of completion, responsible agencies, and potential funding sources.

Deliverables:

- ✓ *Short-term (one year or less) mid-term (one-three years) and long-term (four-seven years) action list of projects and programs*
- ✓ *Draft policy and resolution templates will be kept flexible for modification by each jurisdiction as needed with consistent policy language*
- ✓ *Develop short/mid/long-term funding plan in alignment with strategy list and resources*

Task 7 Vision Zero Plan Outline, Final Plan, & Appendices

The TJKM Team will develop a VZAP plan outline consisting at a minimum the following chapters:

- Executive Summary
- Acknowledgements
- Vision Statement
- Introduction
- Stakeholder Engagement
- Goals, Objectives and Strategies
- Policy and Planning Context
- Existing Conditions
- Best Practices
- Policy Development
- Proposed Safety Projects and Programs
- Implementation Plan

VZAP outline will describe the purpose and flow of each chapter, as well as lists of potential figures, maps, and tables and their purposes within that particular chapter. The TJKM Team will complete a Draft VZAP including all components mentioned above. We will present the Draft VZAP to the Technical Advisory

Committee, the Traffic Safety and Vision Zero Advisory Committees, and the Board to receive approval/acceptance of plans, as well as any additional input prior to finalization. In addition, we will email a web link of the Draft VZAP to all stakeholders that have participated in the planning process with instructions on how they can provide feedback. Upon receipt of the feedback, the TJKM Team will revise and generate the Final VZAP based on input.

Deliverables:

- ✓ *VZAP Outline with up to two rounds of review*
- ✓ *Draft VZAP and Appendices documents with up to two rounds of review. Incorporate final round comments received in Appendix*
- ✓ *VZAP PowerPoint for presentation to various boards, councils, and committees*

Task 8 Draft Vision Zero Plan Presentation & Adoption

Under this task, TJKM will prepare and attend up to two council meeting to present the findings and also assist with adopting the Resolution and the Action Plan. TJKM Team will present the Draft VZAP to Wellington's Village Council for adoption. Based on the input received from the Council, the Draft VZAP will be revised to incorporate the input. The Final VZAP will be submitted for approval and adoption.

Deliverables:

- ✓ *Attend and present at two Council meetings*
- ✓ *Assist in adopting the Resolution and Action Plan*
- ✓ *Final VZAP including any final draft changes requested by Wellington's Village Council. All plan data/documents/graphics files/GIS in electronic format ready for print production and website (Wordpress) ready.*

Wellington Vision Zero Action Plan
Proposed Project Schedule
November 16, 2023

	2023												2024																							
Tasks	Nov				Dec				Jan				Feb				Mar				Apr				May				Jun							
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
Task 0: Notice to Proceed and Completion of Work					M																												M			
Task 1: Kick-off Meeting, Refine Study Scope/Tasks, Task Schedule, & Community Engagement/Assessment Process																																				
1.1 Project Kick-Off Meeting																																				
1.2 Monthly Reporting/Invoicing																																				
1.3 Regular Project Management Meetings																																				
1.4 Project Management Plan																																				
Task 2: Assessment of Existing Policies, Programs, & Practices																																				
2.1 Review existing policies, programs and practices																																				
2.2 Technical Memorandum summarizing findings																																				
Task 3: Vision Zero Task Force/Community Engagement & Assessment (Stakeholder Engagement & Collaboration)																																				
3.1 Form Vision Zero Task Force																																				
3.2 Vision Zero Task Force & Public Outreach																																				
3.3 Webpage																																				
3.4 Evaluation & Analysis of Collected Information																																				
Task 4: Vision Zero Statement																																				
4.1 Develop Vision Zero Statement, Guiding Principles and Goals and Objectives																																				
Task 5: Data Collection & Analysis																																				
5.1 Data Analysis																																				
5.2 Village-wide injury and collision data analysis summary																																				
5.3 Village-wide HIN GIS Map																																				
5.4 Dashboard																																				
Task 6: Implementation & Evaluation Strategies																																				
6.1 Policy & Strategies Development																																				
6.2 Safety Projects & Programs																																				
6.3 Implementation Framework																																				
Task 7: Vision Zero Plan Outline, Final Plan & Appendices																																				
7.1 VZAP Outline																																				
7.2 Draft VZAP and Appendices																																				
7.3 VZAP PowerPoint for presentation to various boards, councils, and committees																																				
Task 8: Draft Vision Zero Plan & Presentation & Adoption																																				
8.1 Attend and present at two Council Presentations																																			M	
8.2 Assist in adopting the Resolution and Action Plan																																				
8.3 Final VZAP including any final draft changes																																		M		
8.4 Submit all plan data/documents/graphics files/GIS																																		M		




Task/Subtask Activity 
Project Team Holidays 
Milestone 



EXHIBIT “B”

Village of Wellington, FL
Wellington Vision Zero Action Plan
Prepared by T J K M

TJKM Transportation Consultants														CTS Engineering						Totals	
Task	Nayan Amin	Gary Schatz	Ruta Jariwala	Aldo Fritz	Pranav Happa	Rutvij Patel	Mark Doty	Steven Dauterman	Utsav Domadia	Himangi Mutha	Erika Totanes	TJKM Hours by Task	TJKM Cost by Task	Jeremy Mullings	Kristina Morrow	Jennifer Rosenberg	Carlos Reyes	CTS Hours by Task	CTS Cost by Task	Total Hours by Task	Total Cost by Task
	PIC & QA/QC	Project Manager	Task Lead	Task Lead	Task Lead	Senior Project Manager	Senior Transportation Planner	Senior Transportation Engineer	Transportation Engineer	Transportation Planner	Graphics Designer			Planning Director	Project Manager	Project Planner	Project Technician				
	Billing Rate	\$284.92	\$171.86	\$284.92	\$186.34	\$108.35	\$205.48	\$171.24	\$161.89	\$108.35	\$117.67			\$87.16	\$226.92	\$159.03	\$167.40				
Task 1. Kick-off Meeting, Refine Study Scope/Tasks, Task Schedule, & Community Engagement/Assessment Process	6	50	30	0	4	4	4	0	12	4	0	114	\$ 22,561.05	4	10	0	0	14	\$ 2,497.98	128	\$ 25,059.03
1.1 Project Kick-Off Meeting	2	8	8						4	4		26	\$ 5,128.12	2	2			4	\$ 771.90	30	\$ 5,900.02
1.2 Monthly Reporting/Invoicing	2	12	4									18	\$ 3,771.81		3			3	\$ 477.09	21	\$ 4,248.90
1.3 Regular Project Management Meetings		24	16		4	4	4		8			60	\$ 11,490.30	2	5			7	\$ 1,248.99	67	\$ 12,739.29
1.4 Project Management Plan	2	6	2									10	\$ 2,170.82					0	\$ -	10	\$ 2,170.82
Task 2.Assessment of Existing Policies, Programs, & Practices	1	8	16	0	0	0	16	24	0	48	0	113	\$ 18,491.74	0	0	0	0	0	\$ -	113	\$ 18,491.74
2.1 Review existing policies, programs and practices		4	8				8	12		24		56	\$ 9,103.41					0	\$ -	56	\$ 9,103.41
2.2 Technical Memorandum summarizing findings	1	4	8				8	12		24		57	\$ 9,388.33					0	\$ -	57	\$ 9,388.33
Task 3. Vision Zero Task Force/Community Engagement & Assessment (Stakeholder Engagement & Collaboration)	1	40	24	12	10	0	8	0	8	36	0	139	\$ 23,789.62	14	68	52	20	154	\$ 24,406.92	293	\$ 48,196.54
3.1 Form Vision Zero Task Force		16	8									24	\$ 5,029.07	4	24			28	\$ 4,724.40	52	\$ 9,753.47
3.2 Vision Zero Task Force & Public Outreach		20	12	4	8		8					52	\$ 9,838.19	4	24	32	12	72	\$ 11,107.92	124	\$ 20,946.11
3.3 Webpage	1	2			2				8	16		29	\$ 3,594.85	2	8	8		18	\$ 3,065.28	47	\$ 6,660.13
3.4 Evaluation & Analysis of Collected Information		2	4	8						20		34	\$ 5,327.51	4	12	12	8	36	\$ 5,509.32	70	\$ 10,836.83
Task 4. Vision Zero Statement	2	16	16	8	0	0	16	20	0	12	0	90	\$ 16,758.50	0	0	0	0	0	\$ -	90	\$ 16,758.50
4.1 Develop Vision Zero Statement, Guiding Principles and Goals and Objectives	2	16	16	8			16	20		12		90	\$ 16,758.50					0	\$ -	90	\$ 16,758.50
Task 5. Data Collection & Analysis	3	16	32	4	120	8	8	36	120	0	36	383	\$ 48,312.06	0	0	0	0	0	\$ -	383	\$ 48,312.06
5.1 Data Analysis		4	8	4	40	8	8	12	40		12	136	\$ 17,336.22					0	\$ -	136	\$ 17,336.22
5.2 Village-wide injury and collision data analysis summary	1	4	8		32			12	40		12	109	\$ 12,995.30					0	\$ -	109	\$ 12,995.30
5.3 Village-wide HIN GIS Map	1	4	8		24			12	40		12	101	\$ 12,128.52					0	\$ -	101	\$ 12,128.52
5.4 Dashboard	1	4	8		24							37	\$ 5,852.02					0	\$ -	37	\$ 5,852.02
Task 6. Implementation & Evaluation Strategies	6	20	32	8	0	52	28	0	32	0	0	178	\$ 34,701.34	0	0	0	0	0	\$ -	178	\$ 34,701.34
6.1 Policy & Strategies Development	2	8	8	8			16					42	\$ 8,454.52					0	\$ -	42	\$ 8,454.52
6.2 Safety Projects & Programs	2	4	16			40	4		24			90	\$ 17,320.36					0	\$ -	90	\$ 17,320.36
6.3 Implementation Framework	2	8	8			12	8		8			46	\$ 8,926.45					0	\$ -	46	\$ 8,926.45
Task 7. Vsion Zero Plan Outline, Final Plan & Appendices	4	48	32	0	0	0	16	16	64	0	16	196	\$ 30,770.39	0	0	0	0	0	\$ -	196	\$ 30,770.39
7.1 VZAP Outline	1	16	8				8	8	20			61	\$ 10,145.90					0	\$ -	61	\$ 10,145.90
7.2 Draft VZAP and Appendices	2	16	8				8	8	24		8	74	\$ 10,864.21					0	\$ -	74	\$ 10,864.21
7.3 VZAP PowerPoint for presentation to various boards, councils, and committees	1	16	16						20		8	61	\$ 9,760.28					0	\$ -	61	\$ 9,760.28
Task 8. Draft Vision Zero Plan & Presentation & Adoption	4	36	18	0	0	0	0	0	18	18	4	98	\$ 16,523.42	0	8	0	0	8	\$ 1,272.24	106	\$ 17,795.66
8.1 Attend and present at two Council Presentations	4	12	8									24	\$ 5,481.32		4			4	\$ 636.12	28	\$ 6,117.44
8.2 Assist in adopting the Resolution and Action Plan		12	4						8	8		32	\$ 5,010.11		2			2	\$ 318.06	34	\$ 5,328.17
8.3 Final VZAP including any final draft changes		8	2						8	8	2	28	\$ 3,752.85		2			2	\$ 318.06	30	\$ 4,070.91
8.4 Submit all plan data/documents/graphics files/GIS		4	4						2	2	2	14	\$ 2,279.14					0	\$ -	14	\$ 2,279.14
Sub-Total	27	234	200	32	134	64	96	96	254	118	56	1311	\$ 211,908.13	18	86	52	20	176	\$ 28,177.14	1487	\$ 240,085.27
Other Direct Costs																					
Travel Costs													\$ 5,000.00						\$ -		\$ 5,000.00
Printing & Miscellaneous													\$ 750.00						\$ 1,000.00		\$ 1,750.00
Website Hosting													\$ 250.00						\$ -		\$ 250.00
Total													\$ 217,908.13						\$ 29,177.14		\$ 247,085.27
Percentage of time on project	2%	16%	13%	2%	9%	4%	6%	6%	17%	8%	4%	88%		1%	6%	3%	1%	12%			

CONFLICT OF INTEREST STATEMENT (TAB# 3)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

- ☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.
- ☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.
- ☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.
- ☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.
- ☒ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

POTENTIAL CONFLICT:

- ☐ **The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.**

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

T J K M, INC

COMPANY NAME

AUTHORIZED SIGNATURE

Nayan Amin

NAME (PRINT OR TYPE)

President

TITLE

EXHIBIT "D"

1. **Award No.**
693JJ32340216
2. **Effective Date**
Sec No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
Village of Wellington
12300 Fest Hill Blvd.
Wellington, FL 33414-5785

Unique Entity Id.: DMR4UBDJ7149
TIN No.: 65-0645105
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award
5/2/2023
7. **Total Amount**
Federal Share: \$200,000
Recipient Share: \$ 50,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$250,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")
10. **Procurement Request No.**
HSSP230289PR
11. **Federal Funds Obligated**
\$200,000
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.610066
00.0000000000.0000000000.0000000000.0000000000
15. **Description of Project**
The Comprehensive Safety Action Plan will be developed to impact the entire Village of Wellington's municipal boundaries and several contiguous areas of unincorporated Palm Beach County that are critical parts of the transportation system. Once funding is secured, the Village will use both its own procurement guidelines as well as the federal requirements to complete a solicitation process. The Village will engage a qualified transportation planning consultant to develop the plan. All SS4A funds and local share will be in the form of contractual services.

RECIPIENT

16. Signature of Person Authorized to Sign

 05/02/2023
 Signature _____ Date _____
 Name: Jim Barnes
 Title: Village Manager

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

ROBERT M
MCNAMARA JR
 Signature _____ Date _____
 Name: Robert M. McNamara
 Title: Agreement Officer

Digitally signed by ROBERT M
MCNAMARA JR
Date: 2023.05.02 19:48:14 -04'00'

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the Village of Wellington (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the SS4A Action Plan Grant Application for the Village of Wellington in the State of Florida.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) 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 (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT/FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: SS4A Action Plan Grant Application for the Village of Wellington
in the State of Florida

Application Date: 9/15/2022

2.2 Award Amount.

SS4A Grant Amount: \$200,000

2.3 Award Dates.

Period of Performance End Date:
5/1/2025

2.4 Budget Period

Budget Period End Date:
5/1/2025

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Wellington is located in western Palm Beach County and is the 4th largest community in the County with a population of over 65,000. The suburban community also sees a significant increase in people to the area on a daily basis with workers and visitors traveling into the area. Over the last decade, this growth has strained the transportation system, including both roadways and non-motorized facilities. The Village has made protecting all users of the system a priority. This effort includes not only improving the existing roadways, pathways, and other facilities but also developing long-term plans that will provide an effective course of action to reach the goal of not only zero deaths but also fewer injuries and property damage.

As a result of the increasing threat to those driving and using transportation, the Village has committed Vision Zero and completed a Comprehensive Safety Action Plan. The plan will impact safety through the completion of several tasks, including public engagement, analysis of existing conditions, and historical trends (location(s) where there are crashes, the severity as well as contributing factors, and crash types and geospatial identification of high-risk locations). The tasks will also include an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety. This will allow for the adoption of revised or new policies, guidelines, and/or standards.

An equity analysis is also needed, in collaboration with appropriate partners, to be focused on initial equity impact assessments of the proposed projects and strategies and population characteristics. The Village has a diverse population that includes thousands of minorities, ethnicities, and older adults. This portion of the population is often the most vulnerable to vehicle-related fatalities and injuries. An analysis of this underserved population and significant public outreach will be needed to address inequality in the system.

Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	7/30/2024
Planned Action Plan Completion Date:	9/30/2024
Planned Action Plan Adoption Date:	10/30/2024
Planned SS4A Final Report Date:	12/30/2024

3.2 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$200,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$50,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$250,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$200,000.00	\$50,000.00	\$250,000.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$200,000.00	\$50,000.00	\$250,000.00

RECIPIENT INFORMATION

3.3 Recipient's Unique Entity Identifier.

DMR4UBDJ7149

3.4 Recipient Contact(s).

Tanya Quickel
Deputy Village Manager
Village of Wellington
12300 Forest Hill Blvd
561-791-4113
tquickel@wellingtonfl.gov

3.5 Recipient Key Personnel.

Name	Title or Position
Tanya Quickel	Deputy Village Manager

3.6 USDOT Project Contact(s).

Paul D Teicher
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-4114
SS4A@dot.gov

And

Robert M. McNamara
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-412-1381
Robert.M.Mcnamara@dot.gov

and

Robert M. McNamara
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-412-1381
Robert.M.Mcnamara@dot.gov

and

To be determined after award [enter name]

Agreement Officer's Representative (AOR)

[enter job title]

[enter office]

[enter address]

[enter telephone]

[email address]

and

Lina Maldonado

Florida Division Office Point of Contact

Transportation Engineer

400 W. Washington Street, Room 4200 Orlando, FL 32801

407-867-6401

lina.maldonado@dot.gov

ARTICLE 4 USDOT ADMINISTRATIVE INFORMATION

4.1 Office for Subaward and Contract Authorization.

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

SUBAWARDS AND CONTRACTS APPROVAL

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

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

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval 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/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

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

(Fill in at award or by amendment)

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 under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing 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 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 that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) 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.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn.: Agreement Specialist

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

ARTICLE 5 SPECIAL GRANT TERMS

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

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Village of Wellington

Baseline Measurement Date: 7/30/2024

Baseline Report Date: 9/30/2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	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. See section 10.1.

Scope:

Schedule:

Budget:

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

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

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

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

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

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

2. Supporting Narrative.

The Village of Wellington, Florida is dedicated to enabling diversity, equity, inclusion, accessibility (DEIA) & civil rights across all aspects of the Village which includes all projects and programs managed by the Village of Wellington. The Village will design the Action Plan Project to meet the requirements of the Civil Rights Act of 1964. The project will be accessible to all regardless of age, gender, race, ability or income level.

The Village ensures its current and future compliance with Title VI of the Civil Rights Act of 1964 for all residents and visitors to the Village of Wellington and that no person shall be discriminated against on the grounds of race, color, or national origin.

An equity analysis is needed to be part of the Action Plan. In collaboration with appropriate partners, it will be focused on initial equity impact assessments of the proposed projects and strategies and population characteristics. The Village has a diverse population that includes thousands of minorities, ethnicities, and older adults. This portion of the population is often the most vulnerable to vehicle-related fatalities and injuries. An analysis of this underserved population and significant public outreach will be needed to address inequality in the system.

The Village is committed to bringing the community together to engage in dialogue on diversity, equity, inclusion and belonging. The Village has held a series of public Community Conversations events at the Town Hall, with the latest event held on May 25, 2022. The meetings discuss how to better weave intentionality and proactivity aimed at bringing the community together through diversity, equity, inclusion and belonging.

The Village is dedicated to removing all physical barriers or impediments to allow all residents of Wellington access to roads, parks, paths, walkways regardless of abilities. The Action Plan will be sure to include improvement in existing facilities to meet or exceed current ADA standards, increasing the ability of all users to enjoy the Village of Wellington roads, walkways, bicycle lanes, and public transit facilities. The enhancement of accessibility is critical in ensuring an effective level of services for all abilities.

This content is from the eCFR and is authoritative but unofficial.

Title 2 — Grants and Agreements

Subtitle A — Office of Management and Budget Guidance for Grants and Agreements

Chapter II — Office of Management and Budget Guidance

Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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