



Request for Proposals

SAFE STREETS AND ROADS FOR ALL (SS4A) TRANSPORTATION SAFETY ACTION PLAN (TSAP)

**Local Project Number: ST-2024-01
Federal Award Number: 693JJ32440849
KDOT Project Number: U-2522-01**

City of Mission, Kansas

Issue Date: January 14, 2025

Proposals Due: February 13, 2025
2:00PM

Section 1. Background Information

The City of Mission, with a population around 10,000, is where the heart of Johnson County intersects with the cool of Kansas City – an authentic, thriving crossroads where residents, businesses, and visitors from all walks of life come together. The City maintains 86 lane-miles of surface streets, including sections of major thoroughfares such as Johnson Drive, Lamar Avenue, and Nall Avenue. Other major State (KDOT) highways transect the City (I-35, Shawnee Mission Pkwy US-56, and Metcalf Avenue). Additionally, the City is responsible for the maintenance of stormwater infrastructure, signs, streetlights, and close to half the traffic signals within the city limits. More information can be found online at the City's website, <http://missionks.org/>.

In 2023, the City of Mission, with the support of KDOT, applied for and was awarded the 2023 Safe Streets and Roads for All (SS4A) planning grant. The purpose of this program, established by the Bipartisan Infrastructure Law (BIL), is to support local initiatives to prevent death and serious injury on roads and streets, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. This grant application included a comprehensive outline for completing a Transportation Safety Action Plan (TSAP). The TSAP will carry forward the priorities of the Comprehensive Plan (adopted in December 2023) and publicly commit to a goal of zero traffic fatalities and injuries. Once complete, the TSAP will allow the City of Mission to apply for implementation (capital construction) discretionary grant funds through the SS4A initiative.

Section 2. Purpose of Request for Proposals (RFP)

The City of Mission is seeking proposals from qualified consultants to develop a TSAP tailored to the safety-related needs and opportunities identified in its 2023 Comprehensive Plan. A traffic safety action plan (TSAP) is a powerful way to prioritize safety improvements and justify investment decisions within area jurisdictions. These plans can serve as the basic building block to significantly improve roadway safety by reducing and eliminating serious injury and fatal crashes, communicating, and collaborating with stakeholders and community members, and providing information on funding opportunities.

The TSAP will provide a framework of innovative strategies and implementation actions intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives. The TSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City. The plan will develop recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action. The plan will address federal and state regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes.

Section 3. Scope of Work

The City of Mission (the "City") is seeking a qualified consultant who can provide the services necessary in the development of the TSAP. The selected consultant should also demonstrate the ability to provide vision, innovation, and collaboration in examining and proposing strategies and recommendations that will ensure a reduction of fatal and serious crashes for all roadway users.

Outlined below is the scope of work that will guide the development of the TSAP. The City has included the following scope of work to provide interested consultants insight into project intent, context, coordination, responsibilities, and other elements to help facilitate proposal development. Estimated available funds for this project are \$200,000. The SS4A application provided a summary of activities to be performed during the development of the TSAP, this includes:

- In the Data Collection and Analysis phase, the TSAP will emphasize data collection and improvement of the City-wide transportation asset dataset, including roadway/roadside conditions, presence of sidewalks/bicycle facilities, and updated traffic volumes to support Citywide crash risk analysis. This updated dataset will feed a City-wide analysis of high-crash and high-crash-risk intersections and corridors.
- In the Policy and Process Review phase, the TSAP will assess City Street design guidelines for new street construction and reconstruction, bicycle and pedestrian accommodations, traffic signal equipment, all-way stop sign control, and traffic calming.
- Given the City's committed focus on safety for all users, the Identification of Strategies and Projects phase will focus on the best strategies for calming traffic, crosswalks, upgrading intersection control, and how to safely accommodate bicycle and pedestrian traffic.
- Finally, the Prioritization and Scoping of Projects phase will identify key catalyst projects in priority locations that will maximize safety for all users and carry forward the safety-related goals and objectives from the comprehensive plan.

The tasks below are intended to provide an outline of work to be performed, however, it is the responsibility of the consultant to develop a detailed plan and approach for the project which meets all requirements and commitments included in the City's SS4A application and agreement (Attachment B and C).

Task 1: Project Structure and Work Plan. Building on the consultant's proposal, and incorporating any relevant changes made during contract negotiations, the consultant will prepare a detailed work plan and schedule for the TSAP anticipated to be completed in accordance with the project timeline provided in this Request for Proposals. The work plan will outline the overall approach, as well as specific milestones, actions, and activities that will occur during the project.

Task 2: Project Management and Coordination. The consultant shall be required to manage the study and coordination with any subconsultants, as well as bear responsibility for all documentation and equipment needs.

This task includes monthly progress meetings, the preparation of monthly progress reports, documentation of travel and expense receipts, and the preparation and submission of invoices. When submitting progress reports, the consultant will be required to outline the following:

- Performed work.
- Upcoming tasks or milestones.
- Status of scope and schedule; and
- A summary of any existing or anticipated issues to be brought to the attention of the City.

The consultant shall be responsible for the preparation and coordination of all data collection, data analysis, technical memoranda, and draft documents for the City. The City of Mission shall be responsible for coordinating and scheduling meetings and assisting the consultant in developing agendas. The consultant will be expected to work closely with the City on the coordination and distribution of materials to the City Council as applicable to consultant work tasks. Consultant will also be responsible for the recording of meeting minutes.

Consultant will assist the City with required project reporting including:

- Reimbursement request documentation
- Performance Measure Reporting (required for submittal within 120 days after the end of the period of performance, as required by FHWA).
- Assistance with the final approval process.

Task 3: Stakeholder and Public Engagement Program. The consultant will develop and implement a detailed stakeholder and public engagement program that seeks to gain authentic and meaningful public input from community members across the City. A strong emphasis shall be placed on equity and outreach to Black, Indigenous, and People of Color (BIPOC), historically marginalized communities, and economically disadvantaged communities in the region.

The consultant is encouraged to utilize creative methods, opportunities, and activities when collaborating, engaging, and informing stakeholders and the public, especially for communities disproportionately impacted and traditionally underserved.

Task 4: Data Collection and Review. The consultant will collect and review existing programs, policies, and activities, and provide a summary of current efforts to address transportation safety in the City of Mission. The consultant shall also review strategies other cities and counties, are using to address safety, identify programs that have evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes. This work will be performed in accordance with the SS4A application.

Task 5: Safety Analysis. The consultant will conduct an analysis of existing safety conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across jurisdictions in the City of Mission area. This safety analysis shall include all necessary steps and components to develop a comprehensive understanding of the current safety conditions of the City's transportation network. To the extent practical, the analysis shall include all roadways within the City of Mission and sphere of influence, without regard for ownership.

Task 6: Transportation Equity Review. The consultant will perform a transportation equity review to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities in the City of Mission. This shall include all necessary and appropriate analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities.

As part of this Task, the consultant shall develop and assess regional transportation indicators that easily measure transportation barriers in the City and/or potential structural inequalities that different population groups may face.

Task 7: Dashboard and Toolkit. The consultant will establish a process and create a publicly accessible tracking mechanism in the form of a dashboard or other appropriate format to monitor safety outcomes and evaluate which safety measures are most effective throughout the City of Mission. The consultant will also develop a safety toolkit with graphic visualizations that illustrate safety countermeasures, context-sensitive design solutions, and user educational components tailored for the region.

Task 8: Implementation Matrix. The consultant will develop an implementation matrix that identifies potential projects, strategies, and recommendations for future grant opportunities, measures that can be included in regular maintenance cycles, and potential updates to the City of Mission area policies to better align with safety best practices.

The Implementation Matrix will recognize the needs of all users of the regional transportation system, potential projects that are feasible and applicable for grant funding, conceptual infrastructure improvements with estimated costs, and schedule for implementation. Strategies and recommendations shall consider and outline fiscal and staff time resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals and meet SS4A objectives after plan adoption. A project readiness timeline for each strategy and project shall be included for short-term (0-5 years), mid-term (5-10 years), and long-term (10+ years).

Task 9: Administrative Draft and Final Plan. The consultant will prepare an Administrative Draft of the TSAP for review and comment by the City Council. This draft is to be provided as an electronic PDF. Comments received from the Council will be incorporated into the final plan. Upon final review and consent by the Council, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and communicates action plan strategies and recommendations. The report shall be developed for use in both digital and in hard copy formats. This may take the form of separate print and web formats. Specifically, the consultant shall develop a final report that:

- Is organized and communicates a clear message both graphically and with accompanying text.
- Is easy to read and understand.
- Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations.

The consultant shall provide the City with appropriate presentation materials for final review and approval of the TSAP by the City Council and other jurisdictions as appropriate. The City of Mission shall be responsible for presenting and achieving final recommendations and approval of the study.

Task 10: Executive Summary/Fact Sheet. Upon completion of the TSAP, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary shall be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

Final Deliverables. Upon final project completion, the consultant will be responsible for providing a high-resolution document in PDF format. The consultant is also expected to provide the City

with all data and study products in an organized structure and format that is suitable for future review and use.

Section 4. Proposal Requirements

Contents of Proposal

A complete and eligible proposal must contain the following information and be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal by the identifying section headers. Specified page numbers represent the maximum number of pages allowed for each section (section header pages and attachments are not included in the count). Proposals that do not meet the specified requirements and/or are submitted past the deadline will be considered incomplete and ineligible. Unless otherwise indicated, pages must be 8.5" x 11" in size.

Cover Letter: (1 page)

Consultant shall provide a Cover Letter that will, at a minimum, provide a point of contact (name, email address, and phone number) to answer questions and for correspondence relating to the progress of this Request for Proposals.

Section 1: Qualifications & Experience (up to 3 pages)

Consultant shall demonstrate their knowledge and experience in comparable projects in size, scope, and application. Describe relevant and pertinent experiences that illustrate why Consultant has the qualifications to execute this project successfully. Include relevant related project experience withing the last five (5) years.

Section 2: Resumes (up to 4 pages)

Consultant shall include brief resumes for each proposed key personnel who will perform work on this project.

Section 3: Project Understanding & Approach (up to 7 pages)

Consultant shall provide a detailed approach to undertaking all tasks proposed in the Scope of Services including a recommended methodology for each task. Consultant shall highlight perceived unique opportunities, challenges, and priorities of this project. Consultants are invited and encouraged to submit and describe innovative ideas and strategies to the Scope of Services to enhance the outcomes and optimize project budget. Consultants will provide sufficient detail for the review committee to understand the composition and quality of all project tasks.

Section 4: Schedule & Availability (up to 2 pages)

The schedule should demonstrate how the Consultant intends to complete the work within the timeframe specified in this Request for Proposals. At a minimum, the schedule should include a breakdown by tasks, major deliverables, and critical events. The Consultant will identify milestones to be achieved throughout the project and will indicate the availability to complete the work described in this RFP. **Consultant will provide assurance that all individuals identified in the proposal will be the individuals performing the work described in the Proposal.**

Optional: Exhibits (up to 5 pages)

Consultants may provide up to five additional pages of exhibits with the sole purpose of providing examples of previous work, such as work plans, public engagement materials, toolkits, dashboards, fact sheets, or implementation matrices. Exhibits may only be used for this purpose and may not be used as additional pages the previous Sections described above. Exhibits may

include limited text to provide sufficient context for the visuals. Exhibits may be up to 11x17 in size.

Cost Proposal

The Sealed Cost Proposal shall include the completed Project Cost Proposal worksheet, as provided in Attachment A – Project Cost Proposal, including cost estimates for each task described in the Scope of Work. Within the Sealed Cost Proposal, the Consultant shall also include the following information:

- A list of worker categories (project manager, public engagement specialist, engineer, analyst, etc.) and associated hourly rates for this project
- Estimated hours, itemized to include worker categories, detailed by Task.
- Reimbursable Expenses, including supplies, materials, and travel expenses.

Section 5. Rights of Review

The City reserves the right to reject any and all responses to this Request. Materials submitted in response to this Request shall become the property of the City and will not be returned. The City is not providing any compensation for submission of a response to this request.

The City of Mission reserves the right to reject any and all quotes or to request additional information from any or all applicants as determined to be in the best interest of the City.

Section 6. Contract Execution

The firm chosen will be required to enter into a contract with the City of Mission for the proposed work prior to commencement of any work. The firm chosen will also be required to provide a certificate of insurance demonstrating compliance with the minimum insurance requirements.

The firm shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker’s compensation claims, in any way resulting from or arising out of the operations of the firm under this contract; and, at his/her own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the firm shall, at his/her own expense, satisfy and discharge same. Insurance coverage shall be maintained in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability	\$1,000,000	\$1,000,000
Automobile Liability		
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000

Worker's Compensation

- Employee Claims Statutory for Kansas
- Employer's Liability \$1,000,000 per accident
\$1,000,000 disease – policy limit
\$1,000,000 disease – each employee

Workers' Compensation policies should include a "Waiver of Subrogation" in favor of the City of Mission. All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. If the City and firm are unable to agree upon the contract, the City reserves the right to discontinue negotiations, select another firm or reject proposals. Upon completion of negotiations acceptable to the City and the firm, a contract shall be executed.

Section 7. Instructions for Proposal Documents

Submission Requirements

All proposals must be clearly identified and marked with the appropriate project name, inclusive of a separately sealed cost proposal per the requirements of this RFP.

Note: No costs shall be contained in the technical proposal.

Submission Instructions

Four (4) hard copies and one (1) electronic copy of the technical proposal is due on or before **2:00PM on February 13, 2025**, and to be delivered by mail or in person to the address below.

City of Mission Public Works - Project # ST-2024-01
Attn: Stephanie Boyce
4775 Lamar Ave
Mission, KS 66202

Questions regarding this RFQ must be submitted in writing to Stephanie Boyce via e-mail at sboyce@missionks.org. Questions and all responses will be shared with other respondents through an addendum through Drexel Technologies Plan Room. Telephone inquiries will not be accepted.

Following the review of the Proposals by the City, firms may be contacted for additional information.

Section 8. General Evaluation Criteria

This Request for Proposals is only a solicitation for information. The City is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of proposals.

Proposals received after the deadline will be disqualified from consideration. The City reserves the right to reject any and all proposals and to interview firms, which in the City's judgment, will best meet City needs.

Technical proposals will be evaluated based on the factors listed below to rank the most qualified firm in order of preference as first, second, third, etc.

Factors for evaluation and weight:

1. Qualifications and expertise of firm and key personnel assigned to the project and their proven ability to efficiently complete similar projects (20pts).
2. A demonstrated understanding of the requirements of this project (20 pts).
3. Project approach (30pts).
4. Schedule (10pts).
5. Current workload or clearly established capacity to complete scope of work on a timely basis (10pts).
6. Proposed cost structure (10pts).

The highest ranked firm will be asked to enter into negotiations with the City for an agreement. In the event the City cannot reach agreement with the ranked firm, it will terminate negotiations with the said firm and commence negotiations with the next highest ranked firm, and so on, until an agreement is reached for a satisfactory scope of services for a fair and reasonable number of hours, or the City decides to pursue other alternatives.

Section 9. Schedule and Deadline

The schedule below reflects the schedule for the selection and execution of professional services and an approximate schedule for project execution.

Selection Schedule

Action	Date
RFP Issue Date	January 14, 2025
Questions Due	February 4, 2025
Addendum Issue	February 7, 2025
Qualifications Due	February 13, 2025
Review of Qualifications	Week of February 17, 2025
Council Award	March 19, 2025
Performance Period	24 months

Proposed Design & Construction Schedule

Action	Date
Notice to Proceed	Approximately March 26, 2025
Project Kickoff	Approximately April 1, 2025
Administrative Report & Presentation	12 months from GA execution date
Final Plan Completion	16 months from GA execution date
Final Plan Adoption Date	19 months from GA execution date
SS4A Final Report Date	22 months from GA execution date

Attachments:

A – Cost Proposal

B – SS4A Application

C – SS4A Agreement

D – Sample Contract

Exhibit 'A'



Project Cost Proposal

Safe Streets and Roads for All (SS4A)
Traffic Safety Action Plan (TSAP)

Local Project Number: ST-2024-01
Local Project Number: 693JJ32440849
Local Project Number: U-2422-01

City of Mission, Kansas

Task	Total Estimated Hours*	Estimated Cost for Services*	Reimbursable Expenses	Total Proposed Cost
Task 1: Project Structure & Work Plan				\$ -
Task 2: Project Management & Coordination				\$ -
Task 3: Stakeholder & Public Egnagement Program				\$ -
Task 4: Data Collection & Review				\$ -
Task 5: Safety Analysis				\$ -
Task 6: Transportation Equity Review				\$ -
Task 7: Dashboard & Toolkit				\$ -
Task 8: Implementation Matrix				\$ -
Task 9: Adminstrative Draft & Final Plan				\$ -
Task 10: Executive Summary/Fact Sheet				\$ -
Total	0	\$ -	\$ -	\$ -

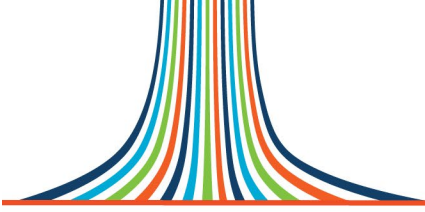
**Attach detailed breakdown of worker categories, rates, and hourly estimates (by task) to this proposal. Also include all anticipated reimburseable expenses, by task.*

The City of Mission, Kansas
2023 Safe Streets and Roads for All (SS4A)
Planning and Demonstration Grant Application
Narrative Section

U.S. Department of Transportation

Funding Opportunity Number: DOT-OST-2023-0048

June 2023



The City of Mission, Kansas, is pleased to submit this request for \$160,000 through the **Safe Streets and Roads for All Program** to complete a new Transportation Safety Action Plan (TSAP). The City of Mission is a suburban community of just under 10,000 people located approximately six miles southwest of Kansas City, Missouri.

The City is in the process of updating its Comprehensive Plan. One of the key features of the updated plan is analysis of the transportation network to identify opportunities to support multimodal transportation¹. Emphasizing walking, driving, bicycling, and public transit will improve transportation options for all users and abilities. Safe streets encourage multimodal transportation by offering safe, attractive, and convenient alternatives. This TSAP will carry forward the priorities of the comprehensive plan and publicly commit to a goal of zero traffic fatalities and injuries.

The following sections elaborate on how this plan will address each of the SS4A Planning and Demonstration Grant program’s selection criteria.

SAFETY IMPACT

The Kansas Department of Transportation (KDOT) reported 4 fatal crashes in Mission between 2017-2021 (8.32 fatalities per 100,000 persons per year)². KDOT also reports 15 serious injury crashes over this same period (31.19 serious injuries per 100,000 persons per year). For a city of this size, serious injuries and fatalities from crashes have a disproportionate community impact — and *the Vision Zero goal of eliminating traffic deaths and serious injuries is a realistic and attainable goal.*

EQUITY

The Action Plan will work to address safety needs of underserved communities. While Mission has no designated Underserved Community Census tracts, USDOT’s Equitable Transportation Community Explorer³ shows that, when looking at component scores for disadvantage, Mission specifically scores high enough to be considered “Disadvantaged” for Environmental Burden (82nd percentile) and nearly high enough for Climate and Disaster Risk Burden (64th percentile). This is in part due the City’s proximity to several major regional Interstate and arterial highways, which carry heavy traffic volumes through the City. Replica, an online platform for travel patterns analytics, estimates that more than 77,000 trips per day pass through the City of Mission taken by individuals below the federal poverty level (FPL). Furthermore, 48 percent of workers in Mission earn less than \$40,000/year (approximately 3,600 workers), including over 20 percent earning less than \$15,000 per year (more than 1,500 workers)⁴. It is likely that many of these workers are commuting to and from Mission via these major regional facilities.

¹<https://www.missionks.org/city-services/planning-zoning/comprehensive-plan/>

² https://www.ksdot.gov/Assets/wwwksdotorg/ss4a/documents/City_23_SS4A_Rates.pdf

³ <https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/ETC-Explorer---National-Results/>

⁴ <https://onthemap.ces.census.gov/>

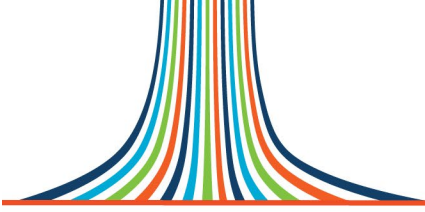
This TSAP will specifically focus on improving safety for vulnerable road users and workers or residents who do not have access to an automobile, with engagement efforts especially focused on those populations.

ADDITIONAL SAFETY CONTEXT

The City of Mission intends to develop a TSAP tailored to the safety-related needs and opportunities identified in its 2022 comprehensive plan. This includes:

- In the **Data Collection and Analysis** phase, this TSAP will emphasize data collection and improvement of the City-wide transportation asset dataset, including roadway/roadside conditions, presence of sidewalks/bicycle facilities, and updated traffic volumes to support City-wide crash risk analysis. This updated dataset will feed a City-wide analysis of high-crash and high-crash-risk intersections and corridors.
- In the **Policy and Process Review** phase, this TSAP will assess City street design guidelines for new street construction and reconstruction, bicycle and pedestrian accommodations, traffic signal equipment, all-way stop sign control, and traffic calming.
- Given the City's committed focus on safety for all users, the **Identification of Strategies and Projects** phase will focus on the best strategies for calming traffic, crosswalks, upgrading intersection control, and how to safely accommodate bicycle and pedestrian traffic.
- Finally, the **Prioritization and Scoping of Projects** phase will identify key catalyst projects in priority locations that will maximize safety for all users and carry forward the safety-related goals and objectives from the comprehensive plan.

The City of Mission is excited for this once-in-a-generation opportunity to continue the momentum achieved last year from the adoption of its Comprehensive Plan and maximize that investment. The development of a Transportation Safety Action Plan through the USDOT SS4A grant program represents a logical and necessary next step to build from the comprehensive plan's goals.



The City of Mission, Kansas
2023 Safe Streets and Roads for All (SS4A)
Planning and Demonstration Grant Application
Budget Section

U.S. Department of Transportation

Funding Opportunity Number: DOT-OST-2023-0048

June 2023



The Mission TSAP will develop a suite of strategies and projects to prevent roadway fatalities and serious injuries in the City of Mission through a series of tasks that comprehensively address the requirements of the NOFO. The scope of the TSAP is expected to include the following major elements:

STAKEHOLDER AND PUBLIC ENGAGEMENT

- Declare an official public commitment from elected City officials regarding the vision and goals of the TSAP.
- Conduct public engagement, with an emphasis on engaging underrepresented population groups. For the City of Mission, this will especially focus on low-income communities and those with limited or no access to a car. Local businesses with employees who commute to/from Mission will also be a focus of the public engagement.
- Establish a stakeholder task force with representatives from various City departments, commissions, schools, advocacy groups, Johnson County, neighboring cities, and KDOT to meet at key milestones throughout the development and implementation of the TSAP.

DATA COLLECTION AND ANALYSIS (CRASH HISTORY, CRASH RISK, AND EQUITY)

- Conduct a data collection effort to improve the City-wide transportation asset dataset, including roadway/roadside conditions, presence of sidewalks/bicycle facilities, updated daily traffic volumes, etc., to support City-wide crash risk analysis.
- Using this dataset and historic crash data, conduct an analysis to identify high-crash and high-crash-risk intersections and corridors.

POLICY AND PROCESS CHANGES

- Assess City street design guidelines for new street construction and reconstruction, crosswalks traffic signal equipment, bicycle and pedestrian accommodations, and traffic calming.

IDENTIFICATION OF STRATEGIES AND PROJECTS

- Based on the data from the Safety Analysis, research on best available evidence and noteworthy practices, public and stakeholder input, and equity considerations, identify a comprehensive set of projects and strategies to address the safety problems described in the Action Plan.
- Focus should be given to the best strategies for calming traffic and how to safely accommodate bicycle and pedestrian traffic.

PRIORITIZATION AND SCOPING OF PROJECTS

- Once a set of projects and strategies is identified, prioritize these in a list providing time ranges for when the strategies and countermeasures will be deployed.

- Specifically, identify key catalyst projects in priority locations to be used as showcases to maximize safety for all users and carry forward the safety-related goals and objectives from the comprehensive plan.

ACTION PLAN, DOCUMENTATION, AND MONITORING

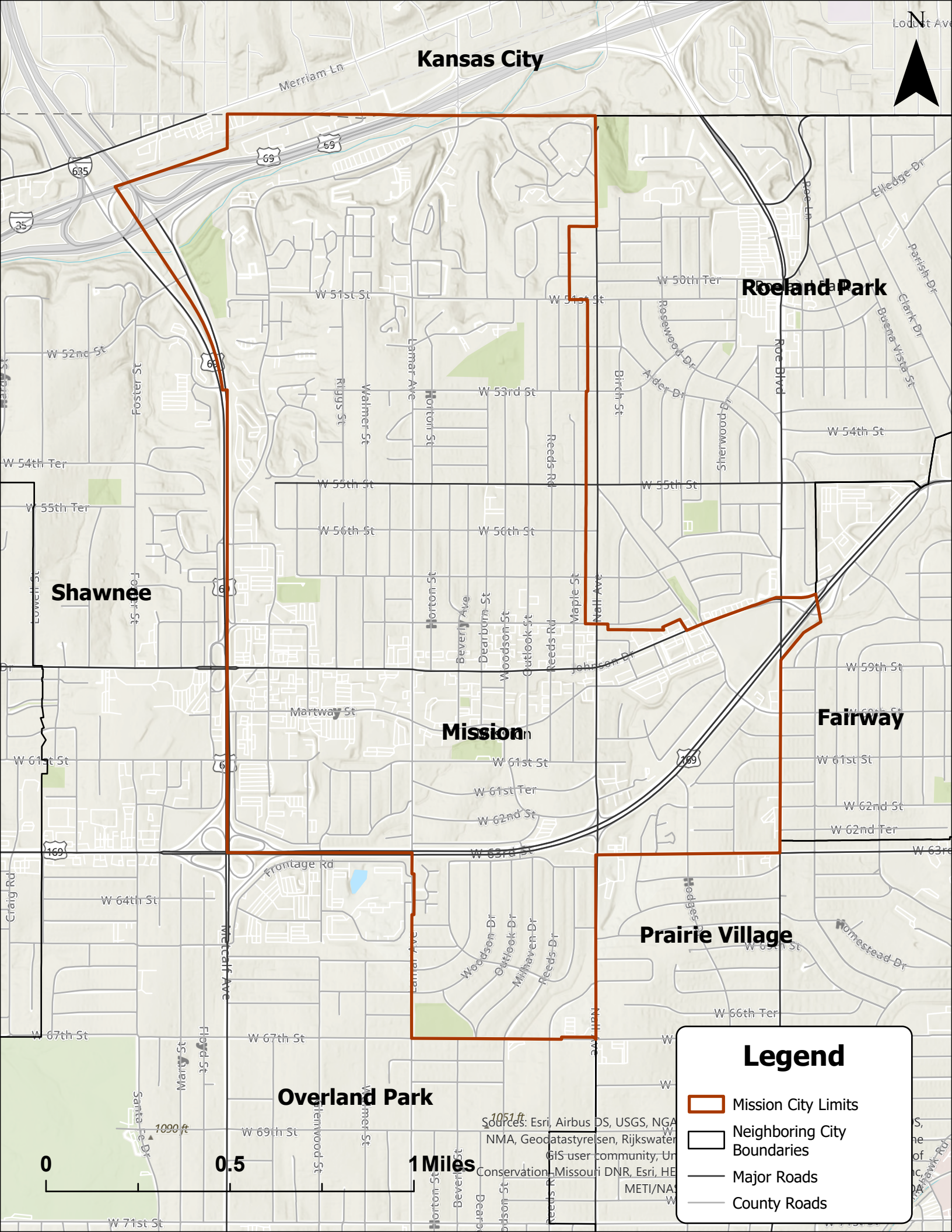
- Compile findings into a comprehensive Action Plan for use by the City and its partners in pursuing Implementation grant funding that will achieve safety goals and objectives.
- Develop an evaluation framework to transparently measure and track progress over time after the Action Plan is developed or updated.
- Develop a quick-build project toolkit to include a map of prioritized locations for quick-build interventions along with design guidance, materials, and evaluation criteria.

The City of Mission is requesting \$160,000 through the Safe Streets and Roads for All (SS4A) grant program and will provide a local match of \$40,000, providing a total budget of \$200,000 for the Transportation Safety Action Plan (TSAP). The Kansas Department of Transportation will fund \$30,000 of the local match. Additional budget information is provided on the standard forms included in this grant application submission. A high-level overview of estimated activity costs, as organized by all major elements of the Action Plan, is shown in the table below.

0	SS4A Federal Funding Share	Non-Federal Share	Total Cost by Component
Project Management	\$8,000	\$2,000	\$10,000
Leadership Commitment, Goal Setting, and Planning Structure	\$8,000	\$2,000	\$10,000
Stakeholder and Public Engagement	\$24,000	\$6,000	\$30,000
Data Collection and Analysis (Crash History, Crash Risk, Equity)	\$32,000	\$8,000	\$40,000
Policy and Process Changes	\$16,000	\$4,000	\$20,000
Identification of Strategies and Projects	\$24,000	\$6,000	\$30,000
Prioritization and Scoping of Projects	\$24,000	\$6,000	\$30,000
Action Plan, Documentation, and Progress Monitoring	\$24,000	\$6,000	\$30,000
Total Cost by Source	\$160,000	\$40,000	\$200,000
% Cost by Source	80%	20%	100%

Note: All task budgets are estimated and may change based on the final scope of work.

Kansas City



Roeland Park

Shawnee





Mission

Fairway

Prairie Village

Overland Park

Legend

-  Mission City Limits
-  Neighboring City Boundaries
-  Major Roads
-  County Roads

0 0.5 1 Miles

Sources: Esri, Airbus DS, USGS, NGA, NMA, Geodatastyrensen, Rijkswaterstaat, GIS user community, United States Geological Survey, Missouri DNR, Esri, HERE, DeLorme, Mapbox, METI/NAIP, Swire

USDOT Equitable Transportation Community (ETC) Explorer

ETC Explorer - Homepage

ETC Explorer - National Results

ETC Explorer - State Results

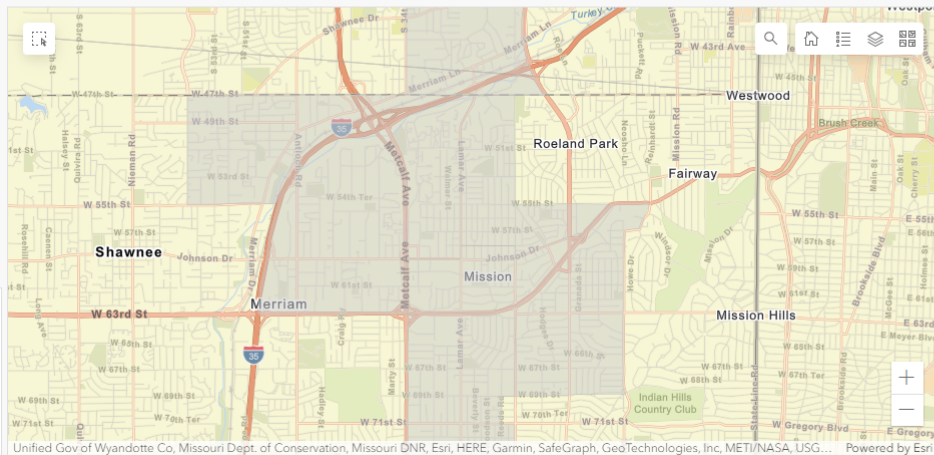
ETC Explorer- Add Your Data (National and State Results)

Transportation Insecurity Analysis Tool

Understanding the Data

For Instructions:

Click the arrow on the left of the page for instructions on how to find your location, select your area of interest, view metrics, and reset your selection.



Unified Gov of Wyandotte Co, Missouri Dept of Conservation, Missouri DNR, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USG... Powered by Esri

Total Population Living in the Selected Project Area

35.1k

Total Population Living in Disadvantaged Census Tracts in the Selected Project Area

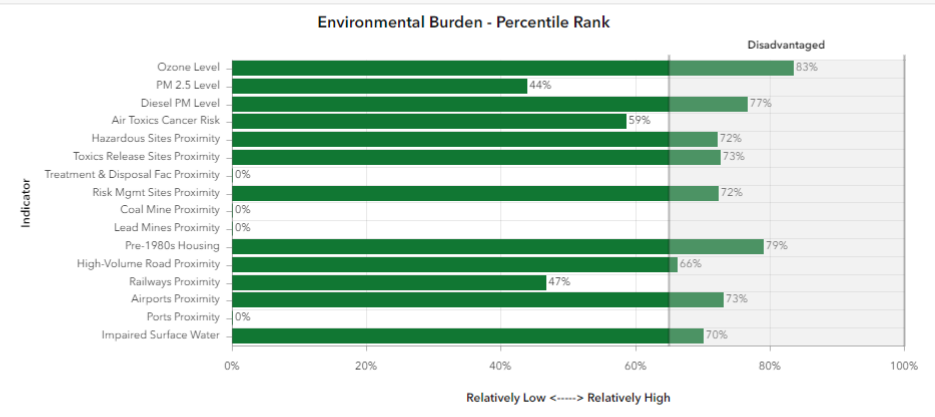
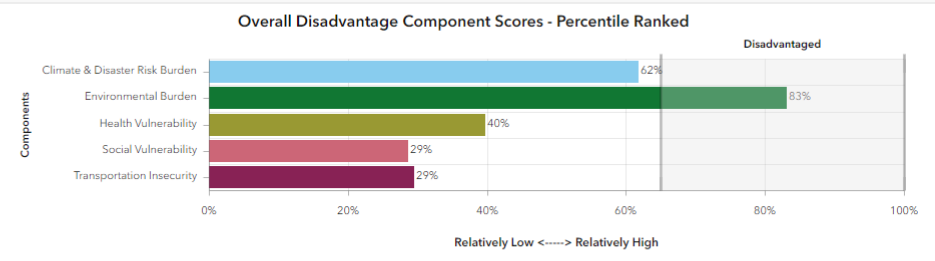
No Disadvantaged Tract Selected

% of Disadvantaged Census Tracts in the Selected Project Area

0%

- Component Scores are distinct from Indicator Scores. For more information please see - Understanding the Data.
- Index scores for Alaska, Hawaii and the territories are calculated separately due to unavailable data for certain indicators. The Explorer [visualizes](#) unavailable indicator data as '0' values.
- If viewing on a laptop and the dashboard does not display properly- right click on your desktop, select display options, and adjust the zoom to an appropriate resolution (usually 100%).

State Selector
Kansas
County Selector
Select State First
Community Selector
Mission, City of (KS)
MPO Selector
All MPOs



Climate & Disaster
Environmental
Health Vulnerability
Social Vulnerability
Transportation Insecurity

Click on the tab above to change component category. Once selectors are used, click button to reset map ---->



1. Federal Award No.

693JJ32540097

2. Effective Date

See No. 16 Below

3. Assistance

Listings No.

20.939

4. Award To

City of Mission
6090 Woodson St.
Mission, KS 66202

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

Unique Entity Id.: T919L8ZRYLL8

TIN No.: 48-6077068

6. Period of Performance

Effective Date of Award – 26
Months

7. Total Amount

Federal Share:	\$160,000
Recipient Share:	\$40,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$200,000

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.

HSA240334PR

11. Federal Funds Obligated

\$160,000

12. Submit Payment Requests To

See Article 5.

14. Accounting and Appropriations Data

15X0173E50.0000.055SR10500.5592000000.4
1010.61006600.0000000000.0000000000.0000
000000.0000000000

13. Description of the Project

This award will be used by the City of Mission to develop a comprehensive transportation safety action plan.

RECIPIENT

15. Signature of Person Authorized to Sign



Solana Flora (Nov 19, 2024 10:37 CST)

Signature

Date

Name: Solana Flora

Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name: Susan Yenne

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

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

This agreement is between the United States Department of Transportation’s (the “USDOT”) Federal Highway Administration (the “FHWA”) and the City of Mission (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the SS4A Planning and Demonstration Grant for Transportation Safety Acton Plan for the City of Mission, Kansas.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

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

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

2.1 Application.

Application Title: SS4A Planning and Demonstration Grant for Transportation Safety Acton Plan for the City of Mission, Kansas

Application Date: 7/3/2023

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The City of Mission, Kansas, seeks a \$160,000 grant from the Safe Streets and Roads for All Program to fund the development of a new Transportation Safety Action Plan (TSAP). This plan aligns with the ongoing update of the city's Comprehensive Plan, with a primary focus on analyzing the transportation network to support multimodal transportation, including walking, driving, bicycling, and public transit. The TSAP aims to enhance safety and promote alternatives by committing to a goal of zero traffic fatalities and injuries.

The grant proposal addresses the Safety Impact by highlighting statistics from the Kansas Department of Transportation, emphasizing the disproportionate impact of crashes on the community and the attainability of the Vision Zero goal. The Equity aspect of the TSAP targets underserved communities, particularly those affected by high traffic volumes due to the city's proximity to major highways. The plan aims to improve safety for vulnerable road users, workers, and residents without access to automobiles.

In the Data Collection and Analysis phase, the TSAP focuses on enhancing the city-wide transportation asset dataset, evaluating roadway conditions, sidewalks, bicycle facilities, and traffic volumes. The Policy and Process Review phase assesses street design guidelines, bicycle and pedestrian accommodations, traffic signal equipment, and traffic calming measures. The Identification of Strategies and Projects phase concentrates on traffic calming, crosswalks, intersection control upgrades, and safe accommodation of bicycle and pedestrian traffic. Finally, the Prioritization and Scoping of Projects phase identifies key catalyst projects in priority locations to maximize safety for all users.

The City of Mission views the development of the TSAP as a crucial next step to build upon the goals of the Comprehensive Plan. The grant represents a unique opportunity to continue the city's momentum towards a safer and more accessible transportation network.

The project will be completed in one phase as follows:

Base Phase: Pre-NEPA: Action Plan Development for Action Plan project with no demonstration and/or supplemental planning activities.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	CE-8/8/24
Planned Draft Plan Completion Date:	12 months from GA execution date
Planned Final Plan Completion Date:	16 months from GA execution date
Planned Final Plan Adoption Date:	19 months from GA execution date
Planned SS4A Final Report Date:	24 months from GA execution date

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	
State Funds:	\$30,000
Local Funds:	\$10,000
In-Kind Match:	
Other Funds:	
Total Eligible Project Cost:	\$200,000

(c) Indirect Costs

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

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Stephanie Boyce
Public Works Director
City of Mission
6090 Woodson Street
Mission, KS 66202
913-676-8381
sboyce@missionks.org

4.2 Recipient Key Personnel.

Name	Title or Position
Stephanie Boyce	Public Works Director
Brent Morton	Public Works Superintendent

4.3 USDOT Project Contact(s).

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

and

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

and

Division Administrator –Kansas
Agreement Officer’s Representative (AOR)
6111 SW 29th, Suite 100
Topeka, KS 66614
(785) 273-2600
hdaks@dot.gov

and

Carmen Bakarich
Kansas Division Office Lead Point of Contact
Programs, Processes, and Grants Coordinator
6111 SW 29th, Suite 100
Topeka, KS 66614
(785) 273-2652
carmen.bakarich@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

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

SUBAWARDS AND CONTRACTS APPROVAL

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

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

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

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

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

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

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: City of Mission, Kansas

Table 1: Performance Measure Table

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

**ATTACHMENT B
CHANGES FROM APPLICATION**

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

Scope: N/A

Schedule: The original schedule didn't consider the time needed for award, grant agreement execution, and final report preparation.

Budget: N/A

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			N/A	
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds			N/A	
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 align with the application:

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

2. Supporting Narrative.

While the City has not yet taken actions related to the project to improve racial equity and reduce barriers to opportunities, the City intends to conduct thorough data analysis to identify areas with disproportionate impacts on communities of color. The Mission Transportation Safety Action Plan will prioritize equitable infrastructure investments, such as improving pedestrian infrastructure and public transportation in underserved neighborhoods. The City anticipates engaging residents through community forums and outreach to gather input and ensure fair enforcement practices. These steps work towards creating safer and more inclusive transportation system, reducing barriers to opportunity for all users while promoting racial equality.

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

1. Consideration of Climate Change and Environmental Justice Impacts.

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

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

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

2. Supporting Narrative.

The City of Mission approved a resolution in 2021 in support of the Mid-America Regional Council’s Climate Action Plan 2021. The proposed Mission Traffic Safety Action Plan will support the regional Climate Action Plan that results in lower greenhouse gas emissions by safely accommodating bicycle and pedestrian traffic.

**ATTACHMENT E
LABOR AND WORKFORCE**

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

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

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

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

2. Supporting Narrative.

The City adopted City of Mission Ordinance No. 1581, effective May 1, 2023, which contains personnel policies and guidelines that require a commitment to equal employment opportunity, affirmative action, anti-harassment, anti-retaliation and to create an inclusive environment for all.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

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

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

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

Not applicable.






Safe Streets and Roads for All FY2022 Project-Specific Agreement

Final Audit Report

2024-11-19

Created:	2024-11-15
By:	Robyn Fulks (rfulks@missionks.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu-NA-15xNSC_vYFgL94VmVAtrhZnZ1Wc

"Safe Streets and Roads for All FY2022 Project-Specific Agreement" History

-  Document created by Robyn Fulks (rfulks@missionks.org)
2024-11-15 - 8:39:10 PM GMT
-  Document emailed to Solana Flora (sflora@missionks.org) for signature
2024-11-15 - 8:39:17 PM GMT
-  Email viewed by Solana Flora (sflora@missionks.org)
2024-11-19 - 4:37:29 PM GMT
-  Document e-signed by Solana Flora (sflora@missionks.org)
Signature Date: 2024-11-19 - 4:37:53 PM GMT - Time Source: server
-  Agreement completed.
2024-11-19 - 4:37:53 PM GMT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between City of Mission, Kansas (Owner) and XXXX(Consultant), for the following reasons:

1. Owner requires professional engineering services for a specific consulting project related to the Transportation Safety Action Plan through the Safe Streets for All (SS4A) grant (the Project); and,
2. Consultant is prepared to provide the required services.

In consideration of the promises contained in this Agreement, Owner and Consultant agree as follows:

ARTICLE 1 - EFFECTIVE DATE The effective date of this Agreement shall be _____. This Agreement is specific to the Project described herein and shall terminate upon completion of the Project unless otherwise agreed in writing by both parties.

ARTICLE 2 - SCOPE OF SERVICES Consultant shall provide the services described in Exhibit "A" (Scope of Services), which is attached hereto and incorporated by reference. Services shall include but are not limited to professional engineering consulting as required to meet the objectives of the Project.

ARTICLE 3 - SCHEDULE Consultant shall perform the Services in accordance with the timeline specified in Exhibit "B" (Project Schedule), which is attached hereto and incorporated by reference. Adjustments to the schedule may be made by mutual agreement in writing.

ARTICLE 4 - COMPENSATION Owner shall compensate Consultant as detailed in Exhibit "C" (Cost Proposal), which is attached hereto and incorporated by reference. Consultant shall invoice Owner periodically for services rendered. Invoices are due and payable within thirty (30) days of receipt.

ARTICLE 5 - OWNER'S RESPONSIBILITIES Owner shall provide Consultant with all pertinent information and resources in a timely manner necessary for the completion of the Project. Owner shall also promptly notify Consultant of any changes or issues that may affect the scope or timing of the Services. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONSULTANT:

(a) Place at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by CONSULTANT to perform its Services.

(b) Give prompt written notice to CONSULTANT whenever Owner becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or any defect in the Services of CONSULTANT.

(c) Advise CONSULTANT of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Owner hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by Owner to CONSULTANT. Owner hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. Owner represents that CONSULTANT's use of such documents will not infringe upon any third parties' rights. CONSULTANT shall provide prompt, written notice to the City if CONSULTANT becomes aware of any errors, omissions or inconsistencies in any provided information/data.

ARTICLE 6 - STANDARD OF CARE The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 7 – INDEMNIFICATION

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and CONSULTANT's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. CONSULTANT and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 8 - INSURANCE During the term of this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance (Owned and non-owned autos), with a combined single limit of \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$100,000/\$500,000.

(d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall be added as an additional insured under policies listed under (a) and (b) above. Owner shall require all Project contractors to include Owner, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees as additional insured's on their General and Automobile Liability insurance policies, and to indemnify both Owner and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY CONSULTANT shall not be responsible for:

- (a) Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project;
- (b) The failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes, or
- (c) Procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in the Scope of Services.

In the event the Owner requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution.

CONSULTANT shall not be required to execute any certificates or documents that would:

- (a) Unreasonably increase CONSULTANT's legal or contractual obligations or risks;
- (b) Require knowledge, services or responsibilities beyond the scope of this Agreement; or
- (c) Result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT's opinion of probable costs and of Project schedules, shall be made on the basis of experience and qualifications as a practitioner of its profession.

CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT's cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant

to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to CONSULTANT. Owner shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by Owner and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT's compensation and the Project Schedule.

ARTICLE 15 - DELAY IN PERFORMANCE Neither Owner nor CONSULTANT shall be considered in default of this for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - NOTICES All notices under this Agreement shall be in writing and delivered to:

Owner: Stephanie Boyce, City of Mission, Kansas, 6090 Woodson, Mission, Kansas 66202

Consultant: Name, Address, City, State, Zip

ARTICLE 17 – DISPUTES In the event of a dispute between Owner and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third-party mediator shall

be qualified to evaluate the performance of both of the parties and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

CONSULTANT further affirms completion of applicable governmental employer information reports including the EE0-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 – WAIVER A waiver by either Owner or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 – 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 this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this 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 this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 – INTEGRATION This Agreement, including Exhibit "A" , Exhibit "B" and Exhibit "C" (incorporated by this reference), represents the entire and integrated agreement between Owner and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS Owner and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 – ASSIGNMENT Neither Owner nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS The Services provided for in this Agreement are for the sole use and benefit of Owner and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and CONSULTANT.

ARTICLE 25 - GOVERNING LAW This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Owner and CONSULTANT have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

City of Mission, Kansas (Owner)

By: _____
Name: Solana Flora
Title: Mayor
Date: _____

Consultant

By: _____
Name: _____
Title: _____
Date: _____

EXHIBITS

- Exhibit A: Scope of Services
- Exhibit B: Project Schedule
- Exhibit C: Cost Proposal