

1. Federal Award No.
693JJ32540096

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Fort Collins
300 Laporte Ave
Fort Collins, CO 80521-2719

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.: VEJ3BS5GK5G1
TIN No.: 84-6000587

6. Period of Performance
Effective Date of Award – 24 months

7. Total Amount

Federal Share:	\$964,480.00
Recipient Share:	\$0.00
Other Federal Funds:	\$0.00
Other Funds:	\$241,120.00
Total:	\$1,205,600.00

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.
HSA240399PR

11. Federal Funds Obligated
Base Phase: Planning \$15,000
Phase 1: Planning and Final Design: \$800,760
Phase 2: Construction \$148,720

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.4101
0.61006600

14. Description of the Project

Bikeway study to identify specific causes of crashes and explore feasibility of various arterial improvements recommended best solutions to maximize safety and comfort of cyclists. Pilot project to test effectiveness of temporary separated bike lane protection elements on a corridor to inform future projects.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature
Name: Jeni Arndt
Title: Mayor, City of Fort Collins

Date

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature
Name: Hector Santamaria
Title: Agreement Officer

Date

Attest - City Clerk

**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 Fort Collins (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Fort Collins Citywide Arterial Street Low Stress Bike Network, Fort Collins, Colorado.

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 EXHIBIT A TO RESOLUTION 2024-122
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Fort Collins Citywide Arterial Street Low Stress Bike Network

Application Date: July 10, 2023

2.2 Award Amount.

SS4A Grant Amount: \$964,480.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Planning	\$15,000	(NEPA completed on July 26, 2024)

Obligation Condition Table

Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Phase 1: Planning and Final Design	\$800,760	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> <li data-bbox="760 436 1414 688">(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and <li data-bbox="760 709 1409 888">(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and <li data-bbox="760 909 1419 1308">(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

Obligation Condition Table

Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$148,720	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 EXHIBIT A TO RESOLUTION 2024-122
SUMMARY PROJECT INFORMATION

3.1 Summary of Project’s Statement of Work.

The bikeway study will evaluate best ways to retrofit twenty centerline miles with separated bike lanes, creating dedicated space for vulnerable road users. The study will also explore the feasibility of intersection improvements such as protected intersections and roundabouts. Elements of the bikeway study include (1) public and stakeholder engagement to understand barriers to active transportation on the corridors and where the public’s greatest needs are on these corridors; (2) corridor safety audits to determine specific crash patterns and infrastructure that reduce the risk of bike and pedestrian crashes; and (3) data analysis and countermeasure selection that uses low-cost and high impact strategies to reduce roadway fatalities and serious injuries. Through the study we will identify priority corridors where additional public engagement will be conducted and additional concepts will be developed in preparation for a future Safe Streets and Roads for All implementation grant application.

The pilot project will test temporary separated bike lane protection measures on Centre Ave. between Centre Dr./Bay Dr. and Worthington Cir. These measures are aimed at providing a safe route for vulnerable users and to slow motorist speeds. Temporary flexible posts and curbing will be added to a corridor to test impacts on crashes among vehicles and vulnerable road users, bike lane usage, and vehicular speeds. Before and after testing will provide data aimed to inform citywide initiatives to reduce roadway fatalities and serious injuries for vulnerable road users.

The project will be completed in three phases. Since NEPA was completed on July 26, 2024, the Base Phase begins the planning work, which is the bikeway study.

Phase 1: Planning and final design of the demonstration activities. NEPA was approved by FHWA Colorado Division.

Phase 2: Demonstration construction, evaluation.

3.2 Project’s Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	Completed on July 26, 2024
Planned Construction Start Date	November 1, 2024
Planned Evaluation Period End Date:	April 30, 2026
Planned SS4A Final Report Date:	May 31, 2026

Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	Completed on July 26, 2024
Planned Draft Plan Completion Date:	May 15, 2025
Planned Final Plan Completion Date:	July 15, 2025
Planned Final Plan Adoption Date:	September 30, 2025
Planned SS4A Final Report Date:	May 31, 2026

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$964,480
Other Federal Funds:	-
State Funds:	\$241,120
Local Funds:	-
In-Kind Match:	-
Other Funds:	-
Total Eligible Project Cost:	\$1,205,600

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$217,889	-	\$217,889
Other architectural and engineering fees	\$466,448	-	\$466,448
Site work	\$185,900	-	\$185,900
Miscellaneous	\$94,490	-	\$94,490
Contingency	\$240,873	-	\$240,873
Project Total	\$1,205,600	-	\$1,205,600

(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).

Dana Hornkohl
 Director, Civil Engineering
 City of Fort Collins

4.2 Recipient Key Personnel.

Name	Title or Position
Cortney Geary	Manager, Transportation Planning
Jeff Usher	Project Manager, Engineering

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 – Colorado
Agreement Officer’s Representative (AOR)
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
CO-DIV@dot.gov

and

Ajin Hu
FHWA Colorado Division Office Lead Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

and

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), 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 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.

NOTE: For agreements with an effective date after October 1, 2024, this clause will conform with the revised 2 CFR 200.308(f).

5.2 Reimbursement Requests

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

Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.

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

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the **Supplemental Action Plan** will be made publicly available and agrees that it will publish the final **Supplemental Action Plan** on a publicly available website.
- 6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate the funds in this agreement. NEPA for demonstration work has been approved by FHWA Colorado Division.
- 6.7 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement.

EXHIBIT A TO RESOLUTION 2024-122
The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.8 There are no other special grant requirements.

**ATTACHMENT A EXHIBIT A TO RESOLUTION 2024-122
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Centre Avenue from Worthington Circle to Bay Drive, Fort Collins, CO 80526

Baseline Measurement Date: April 22, 2024

Baseline Report Date: June 22,2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	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	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
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the 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.	Within 120 days after the end of the period of performance

**ATTACHMENT B EXHIBIT A TO RESOLUTION 2024-122
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: For the bikeway study, though not stated explicitly in the grant application, we will identify priority corridors where additional public engagement will be conducted and additional concepts will be developed in preparation for a future Safe Streets and Roads for All implementation grant application. This more in-depth effort combined with the ability to implement the pilot project with in-house crews as opposed to contractors led to a significant shift in costs between the bikeway study and the pilot project between the application and Article 3. There are no other material differences between the grant application and Article 3.

Schedule:

The timing for the pilot project before study and public engagement shifted from March – April 2024 to April – May 2024. The timing for the bikeway study public engagement shifted from March – April 2024 to being ongoing during the bikeway study from August 2024 – May 2025. The timing for the pilot project site work shifted from June – August 2024 to August 2024. Study documentation shifted from May – June 2025 to April – May, 2026 for the pilot project and August – September, 2025 for the bikeway study and amended Vision Zero Action Plan adoption.

Budget:

Total project costs and funding source (federal versus non-federal) are identical to that presented in the application. There are no changes.

Based on changes with in-house crew completing site work for demonstration activity, the City obtaining a provisional indirect cost rate greater than the de minimis rate applied to cost basis in the application and having report preparation and increased community engagement being completed by third-party service providers, budgeted costs per cost category shifted accordingly. As presented per 3.3. (b) Cost Classification Table: Administrative expenses correspond to increased indirect costs; Other architectural and engineering fees include project management, analysis and evaluation over countermeasures, and corridor planning; Site work includes in-house labor and materials for the demonstration activity; and Miscellaneous includes community engagement activities.

**ATTACHMENT C EXHIBIT A TO RESOLUTION 2024-122
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>
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 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.

Public and stakeholder engagement activities will be a component of scope of work for the bikeway study and pilot project, which incorporates the City working with partners to engage the underserved community members that are generally underrepresented in public engagement. Partners in combination with City led outreach efforts through social media, mail flyers and other means will support engaging members of the underserved communities within the project areas, thereby promoting equitable solutions to the challenges in these study areas.

**ATTACHMENT D EXHIBIT A TO RESOLUTION 2024-122
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.

Primary goals of the Action Plan include prioritizing active modes and reducing fatalities and serious injuries for vulnerable road users. The projects serve to evaluate countermeasures through data analysis or demonstration activities to understand countermeasures that expect to improve comfort for a wide variety of active mode users, while maximizing multimodal safety. Improved comfort supports a mode shift to reduce motor vehicle trips, resulting in lower greenhouse gas emissions. This aligns with the City's adopted Our Climate Future Plan initiative to reduce greenhouse gas emissions by 80% relative to 2005 levels by 2030.

**ATTACHMENT E EXHIBIT A TO RESOLUTION 2024-122
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>

	<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>X</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.

Although the City has not yet taken actions related to creating good paying jobs with free and fair choice to join a union and incorporate strong labor standards the following actions will be taken in compliance with the Code of Federal Regulations 2 CFR 200, which includes, but is not limited to:

- Equal Employment Opportunity
- Small and Minority Businesses, Women’s Businesses and Labor Surplus Area firms
- Certified Payroll
- Davis Bacon Wages
- Brooks Act
- Domestic Preference – Build America/Buy America