

- | | | |
|--|---|---|
| 1. Award No. | 2. Effective Date
See No. 17 Below | 3. Assistance Listings No.
20.939 |
| 4. Award To
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104 | 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.: R9C4BRD4M7L9
TIN No.: EIN is 38-6004534

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|---|--|----------------|---------------|------------------|--------------|----------------------|-----|--------------|-----|---------------|----------------------|
| 6. Period of Performance
Effective Date of Award through 48 months. | 7. Total Amount <table border="0" style="width: 100%;"><tr><td>Federal Share:</td><td style="text-align: right;">\$3,800,000.0</td></tr><tr><td>Recipient Share:</td><td style="text-align: right;">\$950,000.00</td></tr><tr><td>Other Federal Funds:</td><td style="text-align: right;">\$0</td></tr><tr><td>Other Funds:</td><td style="text-align: right;">\$0</td></tr><tr><td>Total:</td><td style="text-align: right;">\$4,750,000.0</td></tr></table> | Federal Share: | \$3,800,000.0 | Recipient Share: | \$950,000.00 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$4,750,000.0 |
| Federal Share: | \$3,800,000.0 | | | | | | | | | | |
| Recipient Share: | \$950,000.00 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$4,750,000.0 | | | | | | | | | | |

- | | |
|---|--|
| 8. Type of Agreement
Supplemental Action Planning 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. | 11. Federal Funds Obligated
\$0 |
|------------------------------------|---|

- | | |
|--|--|
| 12. Submit Payment Requests To
See article 20. | 13. Payment Office
See article 20. |
|--|--|

14. Accounting and Appropriations Data

- 15. Description of Project**
Supplemental Action Plan activities to include the Citywide Speed Management Study, Quick-Build Program, and Near-Miss Evaluation through cameras within the City of Ann Arbor, Michigan.

FHWA has determined that the activities listed in the award from the Office of the Secretary of Transportation and those that were negotiated to be included are eligible Supplemental Action Plan activities.

RECIPIENT
Signature of Person Authorized to Sign

FEDERAL HIGHWAY ADMINISTRATION
Signature of Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”)] and the [[City of Ann Arborinsert full name of applicant] (the “Recipient”)].

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the [Ending Traffic Violence in Ann Arbor: Safe Streets and Roads for All (SS4A)insert project name from the application].

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the [FHWA] [USDOT] 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: **Ending Traffic Violence in Ann Arbor: Safe Streets and Roads for All (SS4A).**

Application Date: **September 14, 2022**

2.2 Award Amount.

SS4A Grant Amount: **\$3,800,000.00**

2.3 Award Dates.

 Period of Performance End  Date: **[insert date]**

2.4 Budget Period

 Budget Period End Date: **[insert date]**

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: **[Action Plan] or [Implementation] Supplemental Action Planning Grant**

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

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1  Summary of Project's Statement of  Work.

Supplemental Action Plan activities to include the Citywide Speed Management Study, Quick-Build Program, and Near-Miss Evaluation through cameras within the City of Ann Arbor, Michigan.

FHWA has determined that the activities listed in the award from the Office of the Secretary of Transportation and those that were negotiated to be included are eligible Supplemental Action Plan activities.

The Michigan Division will work with the City of Ann Arbor to fill out the grant

agreement template to accommodate the unique aspects of the schedule and scope of your project.- Email dated May 9, 2023 from Ian Weibel.

3.2 Project’s Estimated Schedule.

SUPPLEMENTAL ACTION PLAN SCHEDULE INVOLVING CONSTRUCTION – QUICK BUILD

Milestone	Schedule Date
Planned NEPA Completion Date:	[March 2024]
Planned Construction Start Date	[April 2025insert date]
Planned Construction Substantial Completion and Open to Public Use Date:	[September 2026]

SUPPLEMENTAL ACTION PLAN SCHEDULE INVOLVING CONSTRUCTION – SPEED MANAGEMENT

Milestone	Schedule Date
Planned NEPA Completion Date:	March 2024
Planned Construction Start Date	April 2025
Planned Construction Substantial Completion and Open to Public Use Date:	[September 2026]

SUPPLEMENTAL ACTION PLAN SCHEDULE INVOLVING CONSTRUCTION –NEAR MISS EVALUATION



Milestone	Schedule Date
Planned NEPA Completion Date:	[March 2024]
Planned Construction Start Date	[April 2025insert date]
Planned Construction Substantial Completion and Open to Public Use Date:	[September 2026]

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$3,800,000.00
Other Federal Funds::	\$0.00
State Funds:	\$0.00
Local Funds:	\$950,000.00
In-Kind Match:	\$0.00
Other Funds:	\$0.00
Total Eligible Project Cost:	\$4,750,000.00

(b) Supplemental Estimated Budget – SUPPLEMENTAL ACTION PLAN

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$600,000.00	310,000.00	910,000.00
Construction	\$3,200,000.00	640,000.00	3,840,000.00
Other 	\$0.00 	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$3,800,000.000	\$950,000.000	\$4,750,000.00



ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient’s Unique Entity Identifier.

Unique Entity Id.: R9C4BRD4M7L9

4.2 Recipient Contact(s).

Suzann Flowers
 Transportation Program Manager
 City of Ann Arbor
 301 E. Huron St. Ann Arbor, MI 48104

734-794-6410 x 43715
sflowers@a2gov.org

4.3 Recipient Key Personnel.

Name	Title or Position
Raymond Hess r Hess@a2gov.org	Transportation Manager
Suzann Flowers sflowers@a2gov.org	Transportation Program Manager
Trevor Brydon tbrydon@a2gov.org	Transportation Program Manager
Cyrus Naheedy cnaheedy@a2gov.org	Transportation Engineer
Luke Liu yliu@a2gov.org	Transportation Engineer
Cynthia Redinger credinger@a2gov.org	Transportation Engineer
Ed Ader Adere@a2gov.org	Financial Manager

4.4 USDOT Project Contact(s).

Christie Dawson
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) 366-9265
christie.dawson@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33
12300 W. Dakota Ave.
Lakewood, CO 80228

(720) 963-3589
ashley.cucchiarelli@dot.gov

and

Vanessa Lechon
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33
12300 W. Dakota Ave.
Lakewood CO 80228
United States
(720) 963-3065
vanessa.lechon@dot.gov

and

Division Administrator
Agreement Officer's Representative (AOR)
Michigan
315 West Allegan Street, Room 201
Lansing, MI 48933
(517) 377-1880
michigan.fhwa@dot.gov

and

Ian Weibel 
Michigan Division Office Point of Contact
Area Engineer/Grants Specialist
315 West Allegan Street, Room 201
Lansing, MI 48933
(517) 702-1833
Ian.weibel@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 AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

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

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

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

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

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

or

DOTElectronicInvoicing@dot.gov.

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

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

- (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 [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the **Supplemental Action Plan** will be made publicly available, and the Recipient agrees that it will publish the final **Supplemental Action Plan** on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award

**ATTACHMENT A
 PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Roadways under the jurisdiction of the City of Ann Arbor.

Baseline Measurement Date: Grant Execution Date

Baseline Report Date: Grant Execution Date

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Safety Performance [for Implementation Grants]	Fatalities: Total annual fatalities in the project location(s)	Annually and at the end of the period of performance
Safety Performance [for Implementation Grants]	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and at the end of the period of performance
Safety Performance [for Implementation Grants]	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, motorcycleist, passenger vehicle occupant, commercial vehicle occupant)	Annually and at 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	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance

Measure	Category and Description	Measurement Frequency
<p style="text-align: center;">Outcomes and Benefits {for Implementation Grants}</p>	<p style="text-align: center;">Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)</p>	<p style="text-align: center;">End of period of performance</p>
<p style="text-align: center;">Outcomes and Benefits {for Implementation Grants}</p>	<p style="text-align: center;">Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)</p>	<p style="text-align: center;">End of period of performance</p>
<p style="text-align: center;">Outcomes and Benefits {for Implementation Grants}</p>	<p style="text-align: center;">Project Location(s): GIS/geo-coordinate information identifying specific project location(s)</p>	<p style="text-align: center;">End of period of performance</p>
<p style="text-align: center;">Lessons Learned and Recommendations</p>	<p style="text-align: center;">Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.</p>	<p style="text-align: center;">End of period of performance</p>

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: The City of Ann Arbor's application scope was for proposed planning, design, and development activities across nineteen (19) program areas. The scope will now reflect design, and development activities awarded: Speed Management, Quick Builds and Near Miss Evaluation.

Schedule: The original application schedule was for five years and has been reduced to align with the Supplemental Action Plan timeline of four (4) years.

Budget: The application requested a total of \$21,720,000 (federal share \$16,200,000.00 and local share \$5,520,000.00). The scope has now been reduced to project total of \$4,750,000.00 (federal share \$3,800,000.00 and local share \$950,000.00).

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

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)	0		0	
Federal Funds	0		0	
Non-Federal Funds	0		0	
Total Previously Incurred Costs	0		0	
Future Eligible Project Costs				
SS4AFunds	\$16,200,000.00	74.6	3,800,000.00	80
Other Federal Funds	\$5,520,000.00	26.4	950,000.00	20
Non-Federal Funds	0		0	
Total Future Eligible Project Costs	21,720,000.00	100	4,750,000.00	100
Total Project Costs	21,720,000.00	100	4,750,000.00	100

**ATTACHMENT C
 RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

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

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

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


2. Supporting Narrative.



The 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.

In the City's Moving Together Towards Vision Zero Transportation Master Plan, a primary focus of the plan's development was to reverse inequities in transportation investments and policies. The mobility values developed for the plan are heavily focused on ensuring safety, mobility choice, and accessibility for all people no matter age, ability, stage of life, income, race, culture or ethnicity. The plan highlights that safe mobility is a basic right and this was predicated on the racial impacts that transportation has placed upon communities of color in past investments and policies. The full plan and supplemental documents can be found at:
www.a2gov.org/departments/engineering/Pages/Vision-Zero-Implementation-Subcommittee-and-Vision-Zero-Material.aspx.

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 are accurate: 

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, before beginning construction of the Project, 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 Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*



The A2Zero, Ann Arbor’s Living Carbon Neutrality Plan was adopted in 2020, with the intention of being carbon neutral by 2030. The plan highlights looking at powering the electric grid with 100% renewable energy, reducing the miles we travel in our vehicles by at least 50% and switching appliances and vehicles to electric. This full plan can be reviewed at: <https://www.a2gov.org/departments/sustainability/Carbon-Neutrality/Pages/default.aspx>.

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 are accurate: 

	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> <ol 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>

6.2 Supporting Narrative.

The City of Ann Arbor does the following to address labor and workforce practices. Our agency holds regular meetings with contractors and subcontractors as part of our project management to ensure we identify any issues early in the process and collaboratively work to find solutions. We follow Davis-Bacon and we have a responsible procurement policy meaning that we aren’t required to hire the lowest bidder but the bidders/contractors that are the most responsive to the City’s needs and priorities. That reality, combined with our requirement to pay a prevailing wage helps us meet these

goals. The City will not create a Project Labor Agreement for this Project in accordance with the State of Michigan ban of Project Labor Agreements in 2011, however, we will insist on a living wage and workforce equity, diversity, and inclusion, through our Non-Discrimination and Living Wage policies. The City also has a non-discrimination ordinance found here: https://www.a2gov.org/departments/finance-admin-services/purchasing/Documents/POSTER_Non-Discrimination.pdf

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:

X	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.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	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.

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 City of Ann Arbor moved all staff members to a two-factor authentication, removed single/shared logins, upgraded our badging system so all old accounts (Pruning) were removed,

and the new door swipes (RFID) are anti-tamper, and installed cameras aimed at them to thwart man-in-the-middle.

