

OFFICE OF THE CHIEF FINANCIAL OFFICER Office of Development and Grants

Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 1026 Detroit, Michigan 48226 Phone 313•628•1258 Fax 313•224•0542 www.detroitmi.gov

January 18, 2024

The Honorable Detroit City Council **ATTN: City Clerk Office** 200 Coleman A. Young Municipal Center Detroit MI 48226

#### RE: Request to Accept and Appropriate the FY 2022 Safe Streets for All Grant

The U.S. Department of Transportation has awarded the City of Detroit Department of Public Works (DPW) with the FY 2022 Safe Streets for All Grant for a total of \$24,800,000.00. The Federal share is 80 percent or \$24,800,000.00 of the approved amount, and there is a required cash match of 20 percent or \$6,200,000.00. The total project cost is \$31,000,000.00.

The objective of the grant is to make road improvements at various locations in the City of Detroit that are designed to reduce traffic accidents and fatalities by implementing evidence-based safety countermeasures to address severe crash patterns. The funding allotted to the department will be utilized to provide Design and Construction services needed to execute the project. DPW will upgrade signals in school zones, trail crossings, and other areas with high numbers of vulnerable roadway users. DPW will also deploy emerging safety technologies to supplement engineering countermeasures and will conduct project evaluation. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21376, with the match amount coming from appropriation number 04189.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by: Jerri Daniels

4D2BEEE23C8D489...
Terri Daniels
Director of Grants, Office of Development and Grants

CC: Sajjiah Parker, Assistant Director, Grants

DocuSigned by: Vonald R. Johnson

Office of Budget DocuSigned by: (Lury Smith-Williams BBCAF73F1057487

Agreement Approved as to Form By the Law Department



## RESOLUTION

Council Member\_\_\_\_\_

**WHEREAS**, the Department of Public Works is requesting authorization to accept a grant of reimbursement from the U.S. Department of Transportation, in the amount of \$24,800,000.00, to make road improvements at various locations in the City of Detroit that are designed to reduce traffic accidents and fatalities by implementing evidence-based safety countermeasures to address severe crash patterns; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED,** that the Budget Director is authorized to establish Appropriation number 21376, in the amount of \$31,000,000.00, which includes a cash match coming from Appropriation 04189, for the FY 2022 Safe Streets for All Grant.

1. Award No.

#### 693JJ32440035

- Award To City of Detroit
  2 Woodward Ave. Suite 1026 Detroit, MI, 48226-3403 Unique Entity Id.: GS94M2VMNMJ3 TIN No.: 38-6004606
- 6. Period of Performance
  Base Phase -Effective Date of

  Award 3 years

  Option Phase 1 -Effective Date of

  Award 5 years

  Option Phase 2 Effective Date of

  Award 5 years
- 8. Type of Agreement Grant
- **10. Procurement Request No.** HSSP230021PR
- **12.** Submit Payment Requests To See article 5.

- **mance** 7. Tot ctive Date of Fed
  - Federal Share:
     \$24,800,000.00

     Recipient Share:
     \$6,200,000.00

     Other Federal Funds:
     \$0

     Other Funds:
     \$0

     Total:
     \$31,000,000.00

#### 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")

#### **11. Federal Funds Obligated**

Base Phase – Preliminary Engineering: \$1,031,111.11 Option Phase 1 – Final Design: \$1,487,407.41 Option Phase 2 – Construction: \$22,281,481.48

See Section 2.3

- **13. Payment Office** See article 5.
- **14.** Accounting and Appropriations Data 15X0173E50.0000.055SR10500.5592000000.41010.610066
- **15. Description of Project** Safe Streets for Detroit (SS4D)

#### RECIPIENT

16. Signature of Person Authorized to Sign

#### FEDERAL HIGHWAY ADMINISTRATION 17. Signature of Agreement Officer

SignatureDateName: James HannigTitle: Deputy Director – Complete StreetsDepartment of Public Works

Signature Name: David Villalobos Title: Agreement Officer Date

- 2. Effective Date<br/>See No. 17 Below3. Assistance<br/>Listings No.
  - 20.939

### 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

#### 7. Total Amount

## **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 Detroit (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Safe Streets for Detroit (SS4D).

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 August 1, 2023, which is available at <u>https://www.transportation.gov/grants/ss4a/grant-agreements</u>. 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] 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: Safe Streets for Detroit (SS4D)

Application Date: 09/15/2022

### 2.2 Award Amount.

SS4A Grant Amount: \$24,800,000.00

## 2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

<b>Obligation Condition Table</b>			
Phase and Scope of the Project	Phase of the SS4A Grant	Obligation Condition	
Base Phase: Preliminary Engineering	\$1,031,111.11 (\$1,288,888.89 total)		

Obligation Condition Table			
Phase and Scope of the Project	Phase of the SS4A Grant	Obligation Condition	
Option Phase 1: Final Design	\$1,487,407.41 (\$1,859,259.26 total)	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:	
		<ul> <li>(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> </ul>	
		<ul> <li>(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> </ul>	
		<ul> <li>(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.</li> </ul>	
		Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.	

<b>Obligation Condition Table</b>			
Phase and Scope of the Project	Phase of the SS4A Grant	Obligation Condition	
Option Phase 2: Construction	\$22,281,481.48 (\$27,851,851.85 total)	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 of an Implementation Project unless and until:	
		<ul> <li>(1) FHWA is provided a reasonable engineers cost estimate for the funds to be expended during the construction phase.</li> </ul>	
		<ul> <li>(2) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (1) and (2) as described in this section are met. Costs that are incurred before (1) and (2) as described in this section are met are not allowable costs under this agreement.</li> </ul>	

## 2.4 Award Dates.

Period of Performance End Date:

Base Phase - Effective Date of Award - 3 years

Option Phase 1 - Effective Date of Award - 5 years

Option Phase 2 - Effective Date of Award - 5 years

#### 2.5 Budget Period

- Base Phase Preliminary Engineering Budget Period End Date: From Effective Date of Award 3 years
- Option Phase 1 Final Design Budget Period End Date: From Effective Date of Award 5 years
- Option Phase 2 Construction Budget Period End Date: From Effective Date of Award 5 years

#### 2.6 Action Plan Grant or Implementation Grant Designation.

Designation: Implementation

**2.7** 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.

From 2017 to 2020, Detroit saw an increase of 88% in its per capita fatality rate and nationally has one of the highest traffic fatality rates. Project locations were determined based on a robust analysis of crash data, including the high-injury network, and in overbuilt areas with vehicle-based infrastructure. The request includes projects along the high-injury network—including road diets, leading pedestrian intervals, bike lanes, and pedestrian refuge islands—and systemic safety interventions throughout the city—including curb extensions, high-visibility crosswalks, rectangular rapid-flashing beacons, raised crosswalks, intersection lighting, pedestrian countdown timers, and protected left-turn phases. The projects are designed to reinvent existing transportation infrastructure to focus on pedestrian safety and encourage safe speeds.

To (1) reduce severe crashes on High-Injury Network (HIN) corridors under the Detroit's jurisdiction by implementing evidence-based safety countermeasures from rapid interventions to enhanced safety improvements proven to address entrenched behaviors and severe crash patterns; (2) proactively and systemically upgrade signals, school zones, trail crossings, and other areas with high numbers of vulnerable roadway users; (3) deploy emerging safety technologies to supplement engineering countermeasures; (4) execute a robust engagement and evaluation framework to build knowledge and momentum to propel Detroit's comprehensive safety strategy in the coming years.

The project will be completed in two phases as follows:

Base Phase: Base Phase will include Preliminary Engineering, NEPA documentation, and initial community engagement. Preliminary Engineering tasks will include conducting additional planning activities to assess existing conditions, crash analysis, NEPA documentation, and engineering design (30% and 60% design milestones).

Option Phase 1: Final Design will include developing 90%, and the final contract documents for the design elements identified in the Preliminary Engineering activities. Option Phase 1 will also include an evaluation component that will extend through the Option Phase 2 timeline to determine the effectiveness of the safety countermeasures deployed. Community engagement activities will be included throughout Option Phase 1 and Option Phase 2. Design elements and safety countermeasures may include, but will not be limited to, road diets, leading pedestrian intervals, bike lanes, pedestrian refuge islands—and systemic safety interventions throughout the city—including curb extensions, high-visibility crosswalks, rectangular rapid-flashing beacons, raised crosswalks, intersection lighting, pedestrian countdown timers, and protected left-turn phases.

Option Phase 2: The Construction phase will include implementing the design solutions identified in Base Phase and Option Phase 1. Types of construction activities will include the following types of interventions: Rapid Implementation projects, Enhanced Protection projects, Safety Improvements for Vulnerable Roadway Users, Traffic Signal Upgrades, and Advanced Traffic Technologies. Option Phase 2 will include Capital Maintenance activities to monitor and replace or repair interventions deployed during the project period of performance. Construction Engineering & Inspection activities will also be included in Option Phase 2.

## **3.2 Project's Estimated Schedule.**

#### IMPLEMENTATION SCHEDULE INVOLVING CONSTRUCTION

Milestone	Schedule Date
Planned NEPA Completion Date:	6/1/2024
Planned Construction Start Date	9/3/2024
Planned Construction Substantial Completion and Open	12/15/2028
to Public Use Date:	

### **3.3 Project's Estimated Costs.**

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$24,800,000.00
Other Federal Funds:	\$0

State Funds:	\$0
Local Funds:	\$6,200,000.00
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$31,000,000.00

## (b) Supplemental Estimated Budget

Cost Element	<b>Federal Share</b>	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	\$2,518,518.52	\$629,629.63	\$3,148,148.15
Construction	\$19,762,962.96	\$4,940,740.74	\$24,703,703.70
Other	\$2,518,518.52	\$629,629.63	\$3,148,148.15
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$24,800,000.00	\$6,200,000.00	\$31,000,000.00

(c) Cost Classification Table -Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$3,148,148.15		\$3,148,148.15
Project inspection fees	\$3,222,222.70		\$3,222,222.70
Construction	\$21,481,481.00		\$21,481,481.00
Miscellaneous	\$1,000,000.00		\$1,000,000.00
Contingency	2,148,148.15		2,148,148.15
Project Total	\$31,000,000.00		\$31,000,000.00

### **ARTICLE 4**

## **RECIPIENT INFORMATION**

## 4.1 Recipient's Unique Entity Identifier.

#### GS94M2VMNMJ3

#### 4.2 Recipient Contact(s).

James Hannig Deputy Director, Complete Streets City of Detroit Department of Public Works 2 Woodward Ave., Ste 611, Detroit, MI 48226 313-542-2158 James.hannig@detroitmi.gov

#### 4.3 Recipient Key Personnel.

Name	Title or Position	Email
James Hannig	Deputy Director – Complete Streets	James.Hannig@detroitmi.gov
Bashar Dimitry	Program Analyst	DimitryB@detroitmi.gov
Accountant	Victoria Jones	Victoria.Jones@detroitmi.gov

## 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

David Villalobos Agreement Officer (AO) Office of Acquisition and Grants Management HCFA-33, Mail Stop E62-204 1200 New Jersey Avenue, S.E. Washington, DC 20590 202-366-7430 david.villalobos@dot.gov

and

Ashley Cucchiarelli Agreement Specialist (AS) 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

Division Administrator Agreement Officer's Representative (AOR) Michigan Division 315 West Allegan Street, Room 201 Lansing, MI 48933 (517) 377-1844 Michigan.FHWA@dot,gov

and

Jami Trudelle Michigan Division Office Point of Contact Safety Engineer 315 West Allegan Street, Room 201 Lansing, MI 48933 (517) 702-1859 Jami.Trudelle@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 (<u>http://www.dot.gov/cfo/delphi-einvoicing-system.html</u>) 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 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** 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 funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.4 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. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

## ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area:			
PROJECT CORRIDOR	FROM	то	SCOPE TYPE
7 MILE	Hoover	Gratiot	Enhanced Protection
7 MILE	I-75	Conant	Enhanced Protection
7 MILE	Conant	Hoover	Enhanced Protection
CHICAGO	Greenfield	Hubbell	Enhanced Protection
HARPER	Edsel Ford	Cadieux	Enhanced Protection
HAYES	Seymour	Outer Drive	Enhanced Protection
HAYES	7 Mile	Seymour	Enhanced Protection
LIVERNOIS	John Kronk	I-75	Enhanced Protection
LIVERNOIS	I-94	John Kronk	Enhanced Protection
PLYMOUTH	M-39	Schaefer	Enhanced Protection
CHALMERS	Outer Drive	Seymour	Rapid Implementation
CONNER	Chandler Park	Warren	Rapid Implementation
EVERGREEN	Pembroke	Curtis	Rapid Implementation
HARPER	Dickerson	Conner	Rapid Implementation

JOS CAMPAU	McNichols	Carpenter	Rapid Implementation
JOY	Greenfield	Hubbell	Rapid Implementation
LINWOOD	Davison	Tuxedo	Rapid Implementation
MACK AVE	Dequindre	Gratiot	Rapid Implementation
MEYERS	McNichols	Puritan	Rapid Implementation
SCHAEFER	Schoolcraft	Fullerton	Rapid Implementation
SCHAEFER	7 Mile	Schoolcraft	Rapid Implementation
SHOEMAKER	McClellan	St. Jean	Rapid Implementation
VAN DYKE	E. Warren	Vernor	Rapid Implementation
WYOMING	Puritan	7 Mile	Rapid Implementation
WYOMING	Oakman	Puritan	Rapid Implementation

## **Baseline Measurement Date:** 2/28/2024

**Baseline Report Date:** 4/30/2024

## 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, motorcyclist, 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
Outcomes and Benefits [for Implementation Grants]	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	End of period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative	End of period of performance

Measure	Category and Description	Measurement Frequency
[for Implementation Grants]	descriptions, testimonials, high-quality before and after photos, etc.)	
Outcomes and Benefits [for Implementation Grants]	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	End of period of performance
Lessons Learned and Recommendations	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.	End of period of performance

## ATTACHMENT B CHANGES FROM APPLICATION

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

**Scope**: The scope of work was updated to reflect a reduced award amount. The following categories of scope were removed or reduced: Removed the proposed Non-HIN Neighborhood Corridor Improvements (Rapid Implementation Projects); reduced the number of locations for Advanced Traffic Technologies and Data Collection & Management; and reduced the intensity of improvements (e.g., more cost-effective treatments, fewer locations, etc.) for the proposed High Injury Network Interventions.

Schedule: All major project milestones were updated in accordance with the projected grant agreement approval date.

**Budget**: We received less funding than requested and updated the budget according to the new scope.

	Application Section 3.3			
Fund Source	\$	%	\$	%
Previously Incurred Costs				
(Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	\$30,000,000.00	80%	\$24,800,000.00	80%
Other Federal Funds				
Non-Federal Funds	\$7,500,000.00	20%	\$6,200,000.00	20%
Total Future Eligible Project				
Costs				
Total Project Costs	\$37,500,000.00	100%	\$31,000,000.00	100%

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

## 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:

x	A racial equity impact analysis has been completed for the Project. (Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)
X	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>
X	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</i> <i>supporting narrative below.)</i>
х	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.

- A racial equity impact analysis has been completed for the Project.
  - Equitable access to the city's transportation is one of the primary values of the Strategic Framework for Transportation and the Streets for People (SFP) transportation master plan. Building an understanding of where the

city's most vulnerable populations live is critical to developing strategies that address equity in a targeted manner. Basic demographic data was gathered to create an overall profile of the city, and specific equity measures were determined that would reflect populations that are most susceptible to being underserved by the existing transportation system. As documented in the SFP plan, and supporting whitepapers, the majority of Detroit's population (82.2%) is Black, while white (7.8%) and Hispanic (6.8%) residents are the other prominent racial groups in the city. Given that minorities make up over 90% of the population, race was not included in the equity analysis to allow for a more targeted focus on other groups. However, the detailed equity analysis further evaluated the following additional factors through an intersectional lens with racial equity as the overarching umbrella: Seniors (65 and over), Youth (under 18), Disabled, Low-income, Zero-Car Households, and Population (density).

- The SFP plan also engaged thousands of Detroiters, who voiced strong support for reducing driving speed through street design and safety improvements. 84% of respondents were concerned about speeding and dangerous driving and 79% were supportive of street safety improvements that will reduce speed and increase safety. The production of the CSAP and the SS4D Program grant is the City's direct response to Detroiters' strong and unequivocal message for safer streets. SS4D will continue to include the community to get the most out of safety investments and mitigate the potential unintended consequences to underserved and marginalized people.
- 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
  - The SFP plan identified Equity, Dignity, & Transparency as one of the core values toward improving access and mobility for Detroiters. Several of the recommendations and strategies in the plan outline actions the City will take to addressing racial disparities and inequity. The Comprehensive Safety Action Plan (CSAP) also established project prioritization criteria to assess and select all safety projects. Candidate projects will be scored for Safety Impact; Equity; and Sustainability, Climate Change, & Economic Competitiveness. A project can earn up to 15 points (out of 50) for Equity if it is in an Equity Area (as defined in the SFP plan) and has prior community support. Almost all of the proposed HIN corridors for the SS4D project would receive the full 15 points for Equity.
  - The procurement process will include DBE (Disadvantaged Business Enterprise) requirements as is standard with all City of Detroit contracts. The city has also adopted executive orders to provide additional points in

the evaluation process for contractors that hire over 50% Detroiters and/or are Detroit based businesses. The City also has a Civil Rights, Equity and Inclusion Office, which will support the procurement process by\_ensuring that high-quality and good-paying job creation meets all free and fair choice union standards and will ensure that all state and federal prevailing wage standards are met.

- 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.
  - <u>The project aligns with the Streets for People Plan, which includes</u> ACCESS FOR ALL, meaning the commitment to ensure easy mobility throughout the city, no matter age or ability. The SS4D also supports transit ridership and multi-modal shifts by closing gaps in the sidewalk network and improving ADA compliant connections to DDOT stops on HIN and commercial corridors.
- 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.

Throughout the SS4D implementation program, the City will follow Detroit's Community Outreach Ordinance and the policies in SFP, tailoring engagement to project scope. As the size of the project rises, so will the public's impact on design. Basic investments necessary to keep up state of good repair and improve safety will be driven by data, with information distributed to the public prior to construction. More transformative projects will involve closer community consultation, with impacts on final design.

### 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:

Х	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>
X	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>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. (Describe that shift in the supporting narrative below.)
	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. (Describe the incorporated infrastructure in the supporting narrative below.)
	The Project supports the installation of electric vehicle charging stations. (Describe that support in the supporting narrative below.)
	The Project promotes energy efficiency. (Describe how in the supporting narrative below.)
	The Project serves the renewable energy supply chain. (Describe how in the supporting narrative below.)
	The Project improves disaster preparedness and resiliency (Describe how in the supporting narrative below.)
	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>
X	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. (Describe that infrastructure in the supporting narrative below.)
	The Project supports or incorporates the construction of energy- and location- efficient buildings. (Describe how in the supporting narrative below.)

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. (Describe the materials in the supporting narrative below.)
X	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.
  - The project supports the 2022 Detroit Climate Action Strategy, which establishes a holistic approach to addressing racial equity, climate change, and to fulfill the requirements of the city's Greenhouse Gas Inventory ordinance to reduce greenhouse gas emissions from city operations by 35% by the year 2024 and 100% by the year 2050.
- The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* 
  - The project supports the Streets for People Plan, which is rooted in (1) EQUITY, DIGNITY, AND TRANSPARENCY, including: Transparent planning and rigorous community engagement. (2) ACCESS FOR ALL, including easy mobility throughout the city, no matter age or ability. (3) ECONOMIC OPPORTUNITY: Access to jobs, empowerment, and neighborhood support.
- The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm.
  - The program will also support transit ridership and multi-modal shifts by closing gaps in the sidewalk network and improving ADA-compliant connections to DDOT stops on HIN and commercial corridors where DDOT and community members identify opportunities. By doing this, we are making repairs to existing dilapidated or idle infrastructure that is currently causing environmental harm.

# • 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 CSAP also established project prioritization criteria to assess and select all safety projects. Candidate projects will be scored for Safety Impact; Equity; and Sustainability, Climate Change, & Economic Competitiveness. A project can earn up to 10 points (out of 50) for Sustainability, Climate Change, & Economic Competitiveness if improvements support transit or transit access through safer crossings, enhanced transit amenities, or enhanced transit operations and if improvements increase tree canopy and/or decrease impermeable surfaces. Many of the proposed improvements for the SS4D project will score highly in this category and advance citywide goals to address climate change and environmental injustice.

During the development of the CSAP, the project considered the equity impacts, including systemic racism through environmental injustices. As we continue community engagement, we will work to facilitate conversations about the environmental impact of the project to understand the concerns residents may have.

## 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
Х	effort to create good-paying jobs with the free and fair choice to join a union and
	incorporation of high labor standards. (Identify the relevant agreements and
	describe the scope of activities they cover in the supporting narrative below.)
X	The Recipient or a project partner has adopted the use of local and economic
Λ	hiring preferences in the overall delivery and implementation of the Project.
	(Describe the relevant provisions in the supporting narrative below.)
	The Recipient or a project partner has adopted the use of registered
	apprenticeships in the overall delivery and implementation of the Project.
	(Describe the use of registered apprenticeship in the supporting narrative
	below.)
	The Recipient or a project partner will provide training and placement
	programs for underrepresented workers in the overall delivery and
	implementation of the Project. (Describe the training programs in the
	supporting narrative below.)
	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. (Describe the workforce development services offered by
	labor-management training partnerships in the supporting narrative below.)
	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
Х	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.
	(Describe the supportive services and/or cash assistance provided to trainees
	and employees in the supporting narrative below.)
	The Recipient or a project partner has documented agreements or ordinances in
x	place to hire from certain workforce programs that serve underrepresented
	groups. (Identify the relevant agreements and describe the scope of activities
	they cover in the supporting narrative below.)
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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:

- 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.

(Describe the equal opportunity plan in the supporting narrative below.)XThe Recipient has taken other actions related to the Project to create good-<br/>paying jobs with the free and fair choice to join a union and incorporate strong<br/>labor standards. (Describe those actions in the supporting narrative below.)The Recipient has not yet taken actions related to the Project to create good-<br/>paying jobs with the free and fair choice to join a union and incorporate strong<br/>labor standards but, before beginning construction of the project, will take<br/>relevant actions described in the supporting narrative below.The Recipient has not taken actions related to the Project to improving good-<br/>paying jobs and strong labor standards and will not take those actions under<br/>this award.

## 2. Supporting Narrative.

The Office of Contracting and Procurement in the City has various contract provisions that protect the right to have free and fair choice to join a union and incorporation of high labor standards. In addition, City of Detroit works with the Detroit Employment Solutions Corporation (DESC) to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards for all City contracts (including all grant-funded contracts). DESC is the City's designated fiduciary agent to receive federal Workforce Opportunity and Innovation Act (WIOA) funds.

The City of Detroit has adopted a Community Benefits Ordinance that supports the use of local and economic hiring preferences in the overall delivery and implementation of the Project. This CBO is paired with EO 2021-02, which provides preference in the bid process for any construction contractor that employs 50% or more Detroiters and/or is a Detroit based business.

The DESC through the Detroit at Work (DAW), they are identifying digital barriers facing Detroiters seeking training in order to coordinate quick and effective solutions, as well as providing wrap around services like childcare and transportation to allow people to get to and from training programs, apprenticeships and jobs.

The City of Detroit <u>Civil Rights, Inclusion & Opportunity Department (CRIO)</u> was created via ordinance to ensure in part to ensure that underrepresented groups have access to employment and training opportunities. CRIO also promotes equal opportunity, including removing barriers to hire and preventing harassment on work sites through the Civil Rights Team. The Civil Rights Team investigates charges of discrimination, harassment and workplace violence for City of Detroit employees and citizens and fields complaints remotely and safely in person. This helps ensure that all Detroiters have opportunities in the City's various workforce development programs.

### 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.
Χ	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 City of Detroit, through its Office of Contracting and Procurement, ensures that any and all technology related procurements meet all federal, state and locally required cyber security rules and regulations.

The City of Detroit Office of Development and Grants reviews all of the City's Grantfunded Procurements, and will ensure that the requirement of 2 CFR 200.216 are included in the bid package and in the contract language of all selected contractors or vendors.