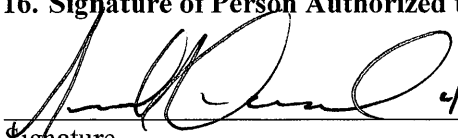


1. **Award No.**
693JJ32440148
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Milwaukee
Department of Public Works
200 E. Wells St., Rm 606
Milwaukee, WI 53202-3559
Unique Entity Id.: JYGKV746MNG2
TIN No.: 39-6005532
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Base Phase – Pre-NEPA and
Supplemental Activities: April 1,
2024 through December 31, 2027
Option Phase 1 – Final Design,
ROW, and Utility Relocation:
March 1, 2025 through February 1,
2026
Option Phase 2 – Construction:
February 1, 2026 through December
31, 2027
7. **Total Amount**
Federal Share: \$4,400,000
Recipient Share: \$1,100,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$5,500,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment
and Jobs Act (Pub. L. 117–58, November 15,
2021; also referred to as the “Bipartisan
Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230034PR
11. **Federal Funds Obligated**
Base Phase: \$540,000.00
12. **Submit Payment Requests To**
See article 19.
13. **Payment Office**
See article 19.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.00000000
00.0000000000 – Obligate \$540,000.00
15. **Description of Project**
This project seeks to address vulnerable user safety issues along Milwaukee’s high injury networks
by proposing intersection safety improvements at up to 26 intersections along five corridors in the
City of Milwaukee. Improvements will include median refuges, curb extensions, accessible
pedestrian signals, and other geometric and signal enhancements to intersections to improve
pedestrian safety.

RECIPIENT

16. Signature of Person Authorized to Sign

 4/17/24

Signature Date

Name: Jerrel Kruschke, P.E.
Title: Commissioner of Public Works

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature Date

Name: Ryan Buck
Title: 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 Milwaukee (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Accessible Intersections for All project.

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 <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 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: Accessible Intersections for All

Application Date: 9/14/2022

2.2 Award Amount.

SS4A Grant Amount: \$4,400,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase of the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase – Pre-NEPA and Supplemental Activities	\$540,000	

Obligation Condition Table		
Phase of the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design, Right-of-Way, and Utility Relocation	\$440,000	<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>

Obligation Condition Table		
Phase of the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$3,420,000	Completion of Final Design, including the preparation of Plans, Specifications, and Estimates and acquisition of any PLE, TLE, or right of entry permits needed to complete construction.

2.4 Award Dates.

Period of Performance End Date: See Article 10.4 of the Terms and Conditions, and Item 2 on Page 1 of this agreement.

2.5 Budget Period

Base Phase Budget Period End Date: See Article 10.4 of the Terms and Conditions, and Item 2 on Page 1 of this agreement.

Option Phase 1 Budget Period End Date: [reserved]

Option Phase 2 Budget Period End Date: [reserved]

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.

The City of Milwaukee will address safety concerns for all road users, especially pedestrians and cyclists, in a project that implements multimodal safety improvements at approximately 26 intersections along 5 corridors in the City's high-injury network. Crashes at these intersections resulted from high speeds, reckless driving, disregard of traffic control, or other dangerous driver behaviors. Dated pedestrian facilities, skewed intersections, intersections with five-plus legs, and lack of accessible pedestrian signals create high-risk features. The project's safety countermeasures include installing high-visibility markings, upgrading traffic signal equipment, making intersections ADA-compliant, realigning skewed intersections, closing approaches on five-plus-legged intersections, applying road diets, and installing accessible pedestrian signals.

The project will be completed in three phases as follows:

Base Phase: Pre-NEPA and Supplemental Activities: This phase will preliminary engineering and environmental review of applicable safety improvements at all approximately 26 intersections. This will include general public and key stakeholder outreach and involvement during the pre-NEPA phase. In addition to this design and environmental review-focused outreach, this phase will include undertaking efforts to work with the Milwaukee Police Department, Milwaukee Public Schools, transit agencies, and non-profit groups to educate drivers and pedestrians and pursue coordinated enforcement activities in the five corridors following the implementation of improvements. Finally, this phase will include data collection and analysis comparing the before and after conditions of the five corridors to help determine the effectiveness of the implemented safety improvements.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: Pending meeting the conditions for obligation of funds described in Section 2.3, this phase of the project includes completion of final design and development of plans, specifications, and estimates. Any needed right-of-way acquisition and utility relocations will be completed in this phase as well, although right-of-way acquisition is expected to be minimal or avoided entirely. Additional general public and stakeholder outreach will occur as needed during this phase.

Option Phase 2: Construction: Pending meeting the conditions for obligation of funds described in Section 2.3, this phase of the project includes the construction of the improvements designed in the Base Phase and Option Phase 1, including geometric improvements and signal investments at all approximately 26 intersections.

3.2 Project's Estimated Schedule.

IMPLEMENTATION SCHEDULE INVOLVING CONSTRUCTION

Milestone	Schedule Date
Planned NEPA Completion Date	March 1, 2025
Planned Final Design, ROW, and Utility Relocation Completion Date	February 1, 2026
Planned Construction Start Date	April 1, 2026
Planned Construction Substantial Completion and Open to Public Use Date:	November 31, 2026

IMPLEMENTATION SCHEDULE NON-CONSTRUCTION

Milestone	Schedule Date
Planned NEPA Completion Date:	March 1, 2025
Planned Activity Completion Date:	December 31, 2027

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$4,400,000
Other Federal Funds::	\$0
State Funds:	\$0
Local Funds:	\$1,100,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$5,500,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$400,690.08	\$100,172.52	\$500,862.60
Fringe Benefits	\$102,095.82	\$25,523.96	\$127,619.78
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$80,000.00	\$20,000.00	\$100,000.00

Construction	\$3,520,000.00	\$880,000.00	\$4,400,000.00
Other	\$80,000.00	\$20,000.00	\$100,000.00
Indirect Costs	\$217,214.10	\$54,303.52	\$271,517.62
Total Budget	\$4,400,000.00	\$1,100,000.00	\$5,500,000.00

(c) Cost Classification Table -Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$750,000.00	\$0.00	\$750,000.00
Construction	\$4,400,000.00	\$0.00	\$4,400,000.00
Miscellaneous	\$350,000.00	\$0.00	\$350,000.00
Project Total	\$5,500,000.00	\$0.00	\$5,500,000.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

JYGKV746MNG2

4.2 Recipient Contact(s).

David Tapia, P.E.
Major Projects Manager
City of Milwaukee Department of Public Works
841 N. Broadway, Room 902
Milwaukee, WI 53202
414-286-2453
dtapia@milwaukee.gov

4.3 Recipient Key Personnel.

Name	Title or Position
Jerrel Kruschke	Commissioner of Public Works
Kevin Muhs	City Engineer
Carl Rappelt	Business Operations Manager
Scott Reinbacher	Traffic Engineering Manager
Mike Amsden	Multimodal Unit 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, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
720-963-3589
Ashley.Cucchiarelli@dot.gov

and

Ryan Buck
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-4229
Ryan.Buck@dot.gov

and

Glenn D. Fulkerson
Agreement Officer's Representative (AOR)
Division Administrator
525 Junction Road, Suite 8000 Madison, WI 53717
(608) 829-7505
Glenn.Fulkerson@dot.gov

and

Josh Pachniak
Wisconsin Division Office Point of Contact
Grants Manager/Senior Transportation Engineer
525 Junction Road, Suite 8000
(608) 829-7513
Joshua.Pachniak@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/sub-recipient. Consent to enter into subawards or contracts will

be issued through written notification from the AO or a formal amendment to the Agreement.

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

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

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

or

DOTElectronicInvoicing@dot.gov

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

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

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

ARTICLE 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 Item 6 on Page 1 of 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: Up to 26 intersections in the City of Milwaukee that will be the subject of safety enhancements from the project. This includes intersections on W. Capitol Drive (between N. 35th Street and N. 15th Street), W. Atkinson Avenue (between W. Capitol Drive and N. Dr. Martin Luther King, Jr. Drive), S. Cesar E. Chavez Drive (between W. Pierce Street and W. Forest Home Avenue), W. Greenfield Avenue (between W. Cesar E. Chavez Drive and S. 6th Street), and W. Forest Home Avenue (between W. Lincoln Avenue and S. 16th Street).

Baseline Measurement Date: February 28, 2026

Baseline Report Date: April 30, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and at the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s)	Annually and at 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 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

Measure	Category and Description	Measurement Frequency
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of 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.)	End of period of performance
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.)	End of period of performance
Outcomes and Benefits	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: There are no changes from the application.

Schedule: Table 2 in the project application is a correct representation of the planned-for project timeline and sequence. Public outreach is now expected to be initiated in April 2024 and completion of major construction/open to traffic by the end of November 2026.

Budget: There are no changes from the application.

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

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

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

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

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

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
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 supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	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.

Implementing Targeted Hiring Preferences

The City of Milwaukee is committed to implement significant diversity and inclusion hiring goals for the design of and construction of the Project. This will include 18% of all professional design service spending to be allocated to Disadvantaged Business

Enterprise (DBE), Small Business Enterprise (SBE) or Small Disadvantaged Business (SDB). A minimum of 15% of all construction spending will be allocated to DBE, SBE, and SDB. Lastly, 25% of all on-site construction hours to be performed by City of Milwaukee residents with these workers coming from individuals who are unemployed or underemployed; and living in the seven most economically depressed zip codes in Milwaukee. These targets are consistent with allowing the Department of Public Works to meet adopted City of Milwaukee Ordinances (Chapter 370 and Chapter 309-38, -41).

New or Improved Walking and Rolling Access for People with Disabilities

The Accessible Intersections for All project is specifically targeted at intersections with poor crash histories involving pedestrians and will implement enhancements that will make the intersections fully compliant with the Americans with Disabilities Act (including PROWAG) and increase safety through pedestrian-focused enhancements like pedestrian refuge islands, reduced curb radii at corners, and curb extensions. Two of the five streets targeted for investment are multilane arterials that divide adjacent neighborhoods and make it difficult for residents to access community resources, including grocery and retail stores providing basic services, that are located on the opposite side of the arterial street from their home.

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>
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>
	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.

Project Directly Supports a Local Climate Action Plan and Local Equitable Development Plan

The Milwaukee City-County Climate and Equity Plan seeks to achieve net-zero greenhouse gas emissions by 2050 and encourage equitable development and growth of family-sustaining jobs. One of the plan’s “10 Big Ideas” is to invest in People-Centered Transportation and Urban Design. Among the three strategies to achieve this Big Idea is encouraging the public use active transportation (particularly walking and biking) by making walking and biking safer and more appealing for all residents. The investments proposed for the approximately 26 intersections included in this project prioritize making walking (and rolling) safer for pedestrians, which supports the Climate and Equity Plan’s goals to encourage active transportation. These approximately 26 intersections are all located in predominately black and brown neighborhoods within the City, also consistent with the Plan’s goals to invest in an equity-focused manner.

**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>
X	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>
X	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>

2. Supporting Narrative.

Implementing Targeted Hiring Preferences and Training and Placement for Underrepresented Populations

The City of Milwaukee is committed to implement significant diversity and inclusion hiring goals for the design of and construction of the Project. This will include 18% of all professional design service spending to be allocated to Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE) or Small Disadvantaged Business (SDB). A minimum of 15% of all construction spending will be allocated to DBE, SBE,

and SDB. Lastly, 25% of all on-site construction hours to be performed by City of Milwaukee residents with these workers coming from individuals who are unemployed or underemployed; and living in the seven most economically depressed zip codes in Milwaukee. These targets are consistent with allowing the Department of Public Works to meet adopted City of Milwaukee Ordinances (Chapter 370 and Chapter 309-38, -41).

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

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

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

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	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 Milwaukee complies with 2 CFR 200.216.