1. Award No.

693JJ32440134

4. Award To

City of Providence, RI Dept of Planning & Development 444 Westminster St, Suite 3A Providence, RI 02903-3235

Unique Entity Id.: L28MEYDFLQN5 TIN No.: 05-6000329

6. Period of Performance

60 months from the Effective Date of Award

8. Type of Agreement

Grant

10. Procurement Request No. HSSP230039PR

12. Submit Payment Requests To See article 5.2

14. Accounting and Appropriations Data

15. Description of Project
Providence Urban Trail Network (UTN)

15X0173E50.0000.055SR20500.5592000000.41010.610066

RECIPIENT

16. Signature of Person Authorized to Sign

WIE 01.26 24

Date

Name: Joseph I Mulligan III

Title: Director of Planning & Development

2. Effective Date See No. 17 Below 3. Assistance 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

Federal Share:

\$27,200,000

Recipient Share: Other Federal Funds: \$6,800,000

Other Funds:

Total:

\$34,000,000

Date

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: Pre-NEPA (includes Preliminary Design) and Supplemental Action Plan - \$720,000

13. Payment Office

See article 5.2

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature Name:

Title: Agreement Officer

1 of 24

#### 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 Federal Highway Administration (the "FHWA") and the City of Providence, Rhode Island (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Providence Urban Trail Network (UTN).

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 <a href="https://www.transportation.gov/grants/ss4a/grant-agreements">https://www.transportation.gov/grants/ss4a/grant-agreements</a>. Articles 7–30 are in 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: Providence Urban Train Network (UTN)

Application Date: 9/15/2022

### 2.2 Award Amount.

SS4A Grant Amount: \$27,200,000

## 2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

| Obligation Condition Table                                  |                            |                      |
|---|----------------------------|----------------------|
| Phase and Scope of the Project                              | Phase of the<br>SS4A Grant | Obligation Condition |
| Base Phase: Pre-NEPA<br>(includes<br>Preliminary<br>Design) | \$520,000                  |                      |
| Supplemental Action<br>Plan                                 | \$200,000                  |                      |
| TOTAL Base Phase  | \$720,000                  |                      |

| Obligation Condition Table                 |                            |  |
|--|----------------------------|--|
| Phase and Scope of the Project             | Phase of the<br>SS4A Grant | Obligation Condition   |
| Option Phase 1: Final Design & Engineering | \$1,570,400<br>(Local)     | 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:   |
|  |                            | (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. |
|  |                            | Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.   |

| Obligation Condition Table      |                         |                      |
|---------------------------------|-------------------------|----------------------|
| Phase and Scope of the Project  | Phase of the SS4A Grant | Obligation Condition |
| Option Phase 2:<br>Construction | \$21,600,000            |                      |
| Contingency                     | \$4,870,000             |                      |
| Street Team (for final Phase)   | \$10,000                |                      |
| TOTAL Option Phase 2            | \$26,480,000            |                      |
|                                 |                         |                      |

#### 2.4 Award Dates.

Period of Performance End Date: January 26, 2029

### 2.5 Budget Period

Base Phase Budget Period End Date: November 30, 2025

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 Providence will advance engineering and systemic construction of the city's Urban Trail Network. This project will create last-mile connections to residential, employment, and cultural activity centers between the city's 25 neighborhoods while significantly reducing fatal and serious crashes for vulnerable road users. The trails are a combination of on-road and road-adjacent protected bicycle lanes and shared-use trails, neighborhood greenways on low-volume streets, and off-road shared-use paths.

The project will be completed in three phases as follows:

Base Phase: Pre-NEPA (includes Preliminary Design) and Supplemental Action Plan: Determination of all segments included in the scope of work and completion of the Supplemental Action Plan.

Option Phase 1: Final Design and Engineering: This includes final design for all segments of work included in the scope of work.

Option Phase 2: Construction: Construction based on Final Design/Plans for all segments of work included in the scope of work.

### 3.2 Project's Estimated Schedule.

#### ACTION PLAN SCHEDULE

| Milestone                            | Schedule Date |
|--------------------------------------|---------------|
| Planned Draft Action Plan Completion | January 2025  |
| Date:                                |               |
| Planned Action Plan Completion Date: | May 2025      |
| Planned Action Plan Adoption Date:   | July 2025     |
| Planned SS4A Final Report Date:      | July 2028     |

#### IMPLEMENTATION SCHEDULE INVOLVING CONSTRUCTION

| Milestone  | <b>Schedule Date</b> |
|--|----------------------|
| Planned preliminary Engineering Completion Date:     | May 2025             |
| Planned NEPA Completion Date:                        | November 2025        |
| Planned Construction Start Date                      | July 2026            |
| Planned Construction Substantial Completion and Open | December 2028        |
| to Public Use Date:                                  |                      |

## IMPLEMENTATION SCHEDULE NON-CONSTRUCTION

| Milestone                         | Schedule Date |
|-----------------------------------|---------------|
| Planned NEPA Completion Date:     | February 2025 |
| Planned Activity Completion Date: | May 2025      |

## 3.3 Project's Estimated Costs.

## (a) Eligible Project Costs

| Eligible Project Costs       |              |
|------------------------------|--------------|
| SS4A Grant Amount:           | 27,200,000   |
| Other Federal Funds::        | \$0          |
| State Funds:                 | \$0          |
| Local Funds:                 | \$6,800,000  |
| In-Kind Match:               | \$0          |
| Other Funds:                 | \$0          |
| Total Eligible Project Cost: | \$34,000,000 |

## (b) Supplemental Estimated Budget

| Cost Element           | Federal Share | Non-Federal Share | <b>Total Budget</b> |
|------------------------|---------------|-------------------|---------------------|
|                        |               |                   | Amount              |
| Direct Labor           | \$302,000     | \$0               | \$302,000           |
| Fringe Benefits        | \$188,000     | \$0               | \$188,000           |
| Travel                 | \$0           | \$0               | \$0                 |
| Equipment              | \$0           | \$0               | \$0                 |
| Supplies               | \$0           | \$0               | \$0                 |
| Contractual/Consultant | \$0           | \$5,270,000       | \$5,270,000         |
| Construction           | \$21,600,000  | \$800,000         | \$22,400,000        |
| Other (Contingencies,  | \$5,110,000   | \$730,000         | \$5,800,000         |
| Action Plan Updates,   |               |                   |                     |
| Street Team)           |               |                   |                     |
| Indirect Costs         | \$0           | \$0               | \$0                 |
| Total Budget           | \$27,200,000  | \$6,800,000       | \$34,000,000        |

## (c) Cost Classification Table -Implementation Grants Only

| Cost Classification                               | Total Costs  | Non-SS4A<br>Previously<br>Incurred<br>Costs | Eligible Costs |
|---|--------------|---|----------------|
| Administrative and legal expenses                 | \$730,000    | \$0   | \$730,000      |
| Land, structures, rights-of-way, appraisals, etc. | \$0          | \$0   | \$0            |
| Relocation expenses and payments                  | \$0          | \$0   | \$0            |
| Architectural and engineering fees                | \$0          | \$0   | \$0            |
| Other architectural and engineering fees          | \$5,270,000  | \$0   | \$5,270,000    |
| Project inspection fees                           | \$0          | \$0   | \$0            |
| Site work   | \$0          | \$0   | \$0            |
| Demolition and removal                            | \$0          | \$0   | \$0            |
| Construction                                      | \$22,400,000 | \$0   | \$22,400,000   |
| Equipment   | \$0          | \$0   | \$0            |
| Miscellaneous                                     | \$0          | \$0   | \$0            |
| Contingency                                       | \$5,600,000  | \$0   | \$5,600,000    |
| Project Total                                     | \$34,000,000 | \$0   | \$34,000,000   |

#### **ARTICLE 4**

#### **RECIPIENT INFORMATION**

4.1 Recipient's Unique Entity Identifier: L28MEYDFLQN5

### 4.2 Recipient Contact(s).

Jess Lance
Director, Special Projects
Dept of Planning & Development, City of Providence, RI
444 Westminster Street, Suite 3A
Providence, RI 02903
401-680-8519
jlance@providenceri.gov

### 4.3 Recipient Key Personnel.

| Name                    | Title or Position                  |
|-------------------------|------------------------------------|
| Jess Lance              | Director, Special Projects         |
| TBD                     | Project Manager                    |
| Alex Ellis              | Principal Planner                  |
| Chris Martin            | Principal Planner                  |
| Joseph I. Mulligan, III | Director of Planning & Development |

### 4.4 USDOT Project Contact(s).

Caroline Trueman
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
(302) 734-1946
caroline.trueman@dot.gov

and

David Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-7430

David.Villalobos@dot.gov

and

Ashley Cucchiarelli Agreement Specialist (AS) Office of Acquisition and Grants Management HCFA-33, Mail Stop E62-204 1200 New Jersey Avenue, S.E. Washington, DC 20590 720-963-3589 Ashley.Cucchiarelli@dot.gov

and

Division Administrator Agreement Officer's Representative (AOR) 380 Westminster St. Providence, RI 02903 rhodeisland.fhwa@dot.gov

and

John Nickelson, Rhode Island Division Office Point of Contact Program Development Supervisor 380 Westminster Street, Suite 601 Providence, RI 02903 (401) 528-4551 John.Nickelson@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.

None

#### **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 (<a href="http://www.dot.gov/cfo/delphi-einvoicing-system.html">http://www.dot.gov/cfo/delphi-einvoicing-system.html</a>) 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

- SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4.
- 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 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 2 under this agreement and provide the Recipient a written notice to proceed with Option Phase 2.
- 6.5 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:** Olneyville Square between Valley Street and Plainfield Street, Empire Street between Fountain Street and Washington Street, Broadway between Greene Street and Dean Street, South Water Street between Power Street and Wickenden Street, intersection of Cranston Street and Huntington Avenue, and Broad Street between Thurbers Avenue and Prairie Avenue.

Baseline Measurement Date: January 1, 2024

**Baseline Report Date:** February 1, 2025

**Table 1: Performance Measure Table** 

| Measure  | Category and Description  | Measurement<br>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<br>Communities: Funding amount (of total<br>project amount) benefitting underserved<br>communities, as defined by USDOT   | End of period of performance                         |

| Measure   | Category and Description  | Measurement<br>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  [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  [for Implementation Grants]  | 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  [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: N/A

Schedule: N/A

**Budget**: N/A

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

|                                      | Application  |      | ion Section 3.3 |      |
|--------------------------------------|--------------|------|-----------------|------|
| Fund Source                          | \$           | %    | \$              | %    |
| <b>Previously Incurred Costs</b>     |              |      |                 |      |
| (Non-Eligible Project Costs)         |              |      |                 |      |
| Federal Funds                        |              |      |                 |      |
| Non-Federal Funds                    |              |      |                 |      |
| Total Previously Incurred Costs      |              |      |                 |      |
| <b>Future Eligible Project Costs</b> |              |      |                 |      |
| SS4AFunds                            | \$27,000,000 | 80%  | \$27,000,000    | 80%  |
| Other Federal Funds                  | \$0.00       | 0%   | \$0.00          | 0%   |
| Non-Federal Funds                    | \$6,800,000  | 20%  | \$6,800,000     | 20%  |
| Total Future Eligible Project        |              |      |                 |      |
| Costs                                | \$34,000,000 | 100% | \$34,000,000    | 100% |
| Total Project Costs                  | \$34,000,000 | 100% | \$34,000,000    | 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</i> |
|-----|---|
|     | report on that analysis or, if no report was produced, describe the analysis and        |
|     |   |
|     | its results in the supporting narrative below.)   |
|     | The Recipient or a project partner has adopted an equity and inclusion                  |
|     | program/plan or has otherwise instituted equity-focused policies related to             |
| X   | project procurement, material sourcing, construction, inspection, hiring, or            |
|     | other activities designed to ensure racial equity in the overall delivery and           |
|     | implementation of the Project. (Identify the relevant programs, plans, or               |
|     | policies in the supporting narrative below.)  |
|     | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear       |
| *** | parks, and multimodal mobility investments that either redress past barriers to         |
| X   | opportunity or that proactively create new connections and opportunities for            |
|     | underserved communities that are underserved by transportation. (Identify the           |
|     | relevant investments in the supporting narrative below.)                                |
|     | The Project includes new or improved walking, biking, and rolling access for            |
| X   | individuals with disabilities, especially access that reverses the disproportional      |
|     | impacts of crashes on people of color and mitigates neighborhood bifurcation.           |
|     | (Identify the new or improved access in the supporting narrative below.)                |
|     | The Project includes new or improved freight access to underserved                      |
|     | communities to increase access to goods and job opportunities for those                 |
|     | underserved communities. (Identify the new or improved access in the                    |
|     | supporting narrative below.)  |
|     | The Recipient has taken other actions related to the Project to improve racial          |
| X   | 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 City prioritizes investments in our Urban Trail Network that improve Environmental Justice (EJ) areas, increase equity, & provide connectivity, access, & enhanced road safety. The project area (all of which is an Area of Persistent Poverty & Historically Disadvantaged Community) disproportionately experiences consequences from climate change & pollution. Much of Providence is identified as an EJ Area by the RI Dept of Environmental Management, and those areas are disproportionately burdened

with impacts from lead exposure, poor air quality, asthma, & other health issues. The project area's population is significantly poorer than the rest of the city, State, & country and has fewer means to address impacts from contamination & climate change and has less access to the City's Urban Trail Network (UTN).

The project goal is to create physical-barrier-mitigating 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. Below is a description of the City's prioritization methodology for proposed project segments.

Following completion of the Great Streets Plan in 2020, the City began evaluating each proposed segment of the UTN through a quantitative formula to assess its benefits for Equity, Connectivity, Safety, and Demand. While additional implementation factors influence the exact order in which segments of the network are completed, this prioritization presents the City with a guiding framework to determine which projects to work on next.

The City of Providence prioritizes streets for Great Streets improvements based on equity, safety, connectivity, and demand. For each segment, these factors are assessed quantitatively, and a score out of 100 is calculated for each of the four factors.

#### Equity

- Households in poverty within ½ mile of corridor (1-5 points)
- Households with no motor vehicle within ¼ mile of corridor (1-5 points)
- Environmental Justice criteria (as defined by local EJ body) satisfied in tracts abutting corridor (1-5 points)

#### Safety

- Ped/bike crashes on corridor (1-5 points)
- High crash intersections on corridor (Y/N, 2 or 0 points)
- Is the corridor among the top 25 listed in the Vulnerable Road User Safety Action Plan? (Y/N, 2 or 0 points)

#### Connectivity

- Connections to network segments that are under construction or complete (2 points for each connection)
- Connections to network segments that are funded (1 point for each)

#### Demand

- Population density within ½ mile of corridor (1-5 points)
- Number of jobs within ¼ mile of corridor (1-5 points)
- Civic destinations within ¼ mile of corridor (1-5 points)
- Businesses within ½ mile of corridor (1-5 points)

Learning from implementation conversations with residents about this methodology in the context of previous urban trail segments, the City now weights the Connectivity factor 4x higher than the other factors. This reflects the priorities articulated by residents across the city: new urban trails make more sense to people when they can see what those trails connect to.

Racial equity and the priorities of neighborhood residents are further integrated into project activities by the centrality of the Street Team to the outreach components of the project. The Street Team will not only be composed of neighborhood community members, but will reach affected residents where they are, to make sure community concerns are reflected in the final project

# 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</i>   |
|---|---|
|   | narrative below.)   |
|   | The Project directly supports a Local/Regional/State Equitable Development  |
|   | Plan that results in lower greenhouse gas emissions. ( <i>Identify the plan in the</i>  |
|   | supporting narrative below.)  |
|   | The Project directly supports a Local/Regional/State Energy Baseline Study  |
|   | that results in lower greenhouse gas emissions. (Identify the plan in the   |
|   | supporting narrative below.)  |
|   | 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   |
| Λ | 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. (Describe those  |
|   | strategies in the supporting narrative below.)  |
| X | The Project incorporates electrification infrastructure, zero-emission vehicle  |
| Λ | 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.)  |
| X | The Project improves disaster preparedness and resiliency (Describe how in the  |
|   | supporting narrative below.)  The Project evolds adverse environmental impacts to air or vector quality.  |
|   | The Project avoids adverse environmental impacts to air or water quality,   |
| X | wetlands, and endangered species, such as through reduction in Clean Air Act  |
|   | criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. (Describe how in the supporting narrative   |
|   | below.)   |
|   | 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.)  |
| L | 1 Stepper to Step |

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.)

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.

This project aligns with the City's Climate Justice Plan (2019) transportation objective to "ensure that all Providence residents have access to clean and efficient public transportation and infrastructure that supports walking and riding bicycles, while reducing carbon and co-pollutants in the city, with a focus on areas with cumulative health impacts." The project will help the City to meet its Climate Justice Plan goals by addressing the following strategies: evaluate and modify traffic patterns to reduce emissions in frontline communities; and invest in infrastructure to make walking and riding bicycles safer and more accessible, especially in low-income areas.

The project seeks to encourage fewer vehicular miles travelled while reducing greenhouse gasses and induced vehicular travel demand by providing high-quality bicycle infrastructure. Safety and connectivity are two barriers to people choosing to walk and ride bikes in Providence. This project makes walking and biking safer and more convenient in high-traffic corridors citywide.

The project seeks to continue buildout of the City's Great Streets Master Plan, which includes high-quality, comfortable and safe bicycle infrastructure. Each segment included in the project is either an upgrade of existing bicycle trails and networks or the construction of new trails and networks identified in the Great Streets Master Plan. In addition to bicycle infrastructure, the project includes enhanced pedestrian safety and access at intersections with high crash and injury rates between people walking and driving.

Through the project, buffers between bike infrastructure and roadways will be evaluated to determine the feasibility of using green infrastructure, street trees and improved drainage to address stormwater management, flood mitigation, and pollutant runoff. One goal of the project is to reduce vehicular miles travelled, reducing greenhouse gas emissions and improving air quality.

### 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  |
|---|---|
| X | 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.)     |
|   | 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.       |
|   | (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     |
| X | 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       |
|   | 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       |
|   | 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.)                                      |
|   |   |

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.)

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. (Describe those actions in the supporting narrative below.)

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.

The Recipient has not taken actions related to the Project to improving goodpaying jobs and strong labor standards and will not take those actions under this award.

#### 2. Supporting Narrative.

X

Per City of Providence Code of Ordinances, Ch. 21, Article II, Sec. 21-28.1, all construction projects >\$100,000 require contractors & subcontractors to be affiliated with a state-registered apprenticeship program & not less than 15% of hours worked by contractors' & subcontractors' employees to be completed by apprentices registered in state registered apprenticeship programs. This project provides an excellent opportunity to advance workforce development through three local programs—Building Futures (a construction apprenticeship program for low-income residents), First Source (a mandated

job notification pro-gram for local residents), & the City's Disadvantaged Business Program (which requires participation of minority & women business enterprises in all contracts). The City also requires contractors to comply with applicable federal, state, & local laws, codes, regulations & ordinances, including, but not limited to, the Fair Labor Standards Act, OSHA, workers compensation, social security, employment, & wage & hour laws. Contractors are not permitted to discriminate in the employment or advancement of any employee or applicant because of race, national origin, sex, color, age, religion, creed, physical handicap, Veteran's status, or any protected class & must submit certification regarding performance of previous contracts subject to Standard Form 100's equal opportunity clause. Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor & must be submitted by bidders & subcontractors for all City construction contracts & subcontracts which are subject to the Equal Opportunity Clause. Contractors are also required to submit Department of Labor Form 66 & Minority Manpower Utilization reports monthly. Minimum salaries & wages are set forth in City bid documents & contractors must agree to pay wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act. Per RI State Law Title 37, Chapter 13, all contractors & subcontractors awarded public works contracts by any state or municipal entity in which state or municipal funds are used (>\$1,000) must pay employees at weekly intervals at fair wage rates for regular, holiday, & overtime wages paid & for payments on behalf of employees to welfare, pension, vacation, apprentice training, & education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work. RI State Law Title 28 lays out labor & labor relations provisions including fair employment practices & prohibition of discrimination against labor union affiliation.

The City does not discriminate in hiring, training, transferring, compensating or providing employment benefits on the basis of Race, Color, Religion, National Origin, Gender, Gender Identity, Age, Veteran Status, Marital Status, Sexual Orientation, Genetic Information, or Disability. All municipal employees (excluding elected officials & administrative employees) are members of Public Employees' Local Union 1033 of the Laborer's International Union of North America, AFL-CIO, which the City maintains an agreement with.

To ensure equity-focused procurement & construction, pursuant to the City's Code of Ordinances Chapter 21, Article II, Sec. 21-52 (Minority & Women's Business Enterprise) & RI General Laws Chapter 31-14 (Minority Business Enterprise), the City's Disadvantaged Business Program includes a 20% M/WBE participation goal for all contracts. Vendors must submit regular reports documenting the use of subcontractors to ensure compliance.

# 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.            |  |  |
| 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.

N/A