CITY OF VINELAND

RESOLUTION NO. 2024-230

RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT FOR GRANT FUNDING FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM FOR CHESTNUT AVENUE SAFETY IMPROVEMENTS & REHABILITATION.

WHEREAS, the City has received notification of award for grant funding from the United States Department of Transportation Federal Highway Administration Safe Streets and Roads for All Grant Program (SS4A) for the Chestnut Avenue Safety Improvements & Rehabilitation project, for the project amount of \$27,500,000.00 of which \$5,500,000.00 is a required contribution of matching funds; and

WHEREAS, the City has received two (2) grant awards for this project for which the Federal Highway Administration will act as the Lead Agency; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that the City of Vineland does hereby accept the Safe Streets and Roads for All Grant Program (SS4A) funding as follows, for the Chestnut Avenue Safety Improvements & Rehabilitation:

SS4A Grant Amount: \$20,000,000 Federal Community Project Funding: \$2,000,000 City's Matching Funds \$5,500,000

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

Keith Petrosky, City Clerk	Anthony R. Fanucci, Mayor	
opted:		
	President of Council	
TTEST:		
City Clerk		



David J. Maillet, PE
City Engineer
dmaillet@vinelandcity.org
www.vinelandcity.org

640 E. Wood Street PO Box 1508 Vineland, NJ 08362-1508 Phone: (856) 794-4090 Fax: (856) 405-4606

May 24, 2024

MEMORANDUM TO:

Robert Dickenson, Business Administrator

FROM:

David J. Maillet, PE, City Engineer

RE:

Chestnut Avenue Safety Improvements & Rehabilitation

Federal Project No. 693JJ32440398

City Eng. File No.: 23-020

As you are aware, the City of Vineland received two (2) grant awards for the above-referenced project, a congressional earmark thanks to Congressman Van Drew, and a Safe Streets and Roads for ALL (SS4A) grant. This presented a unique problem as those grants are typically administered through different agencies, New Jersey Department of Transportation (NJDOT) and Federal Highway Administration (FHWA). Pursuant to discussions between these agencies, it was decided that FHWA would be the lead agency.

My office worked with representations from FHWA to develop this agreement which requires City Council approval and the Mayor's signature. As detailed in the agreement, and expected on our part, is the necessity of a local match of \$5,500,000. The total project cost including design, construction and project management is \$27,500,000.

I respectfully request that you place this on the next City Council agenda for consideration.

Cc:

Mayor Anthony Fanucci Susan Baldosaro, CFO



1. Award No. 693JJ32440398

4. Award To

City of Vineland 640 E Wood Street Vineland, NJ 08360-3722

Unique Entity Id.: KGESQB8J95E1

TIN No.: 21-6001670

6. Period of Performance

Effective Date of Award – July 4, 2029

8. Type of Agreement

Grant

 Procurement Request No. HSSP230040PR

12. Submit Payment Requests To See Article 20.

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

17 Below 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:
 \$20,000,000

 Recipient Share:
 \$5,500,000

 Other Federal Funds:
 \$2,000,000

 Other Funds
 \$0

 Total:
 \$27,500,000

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")

The Consolidated Appropriations Act, 2023 (Public Law 117-328) set aside \$1,862,811,613 of "Community Project Funding/ Congressionally Directed Spending", subject to Title 23, U.S.C.

11. Federal Funds Obligated

Base Phase: Pre NEPA, Preliminary Design: \$120,942.00

13. Payment Office See Article 20.

14. Accounting and Appropriations Data

15X0173E50.0000.055SR10500.5592000000.25305.61006600 1530569B50.2023.055V92D500.5592000000.41010.61006600

15. Description of Project

Chestnut Avenue Safety Improvements and Rehabilitation

RECIPIENT
16. Signature of Person Authorized to Sign

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

Signature Date

Name: Anthony Fanucci

Title: Mayor

Signature

Name: David Villalobos

Title: Agreement Officer

Date

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 Vineland, NJ (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Chestnut Avenue Safety Improvements and Rehabilitation.

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 March 11, 2024, 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

Application. 2.1

Application Title:

Chestnut Avenue Safety Improvements and Rehabilitation

Application Date:

09/15/2022

2.2 Award Amount.

SS4A Grant Amount: \$20,000,000

Federal Community Project Funding: \$2,000,000

2.3 Federal Obligation Information.

Federal Obligation Type:

Multiple

Obligation Condition Table		
Phase of the Project	Allocation of the Federal Obligation Condition Funds	
Base Phase: Pre-NEPA, Preliminary Design	\$75,588.75 (Federal Community Project Funding) \$45,353.25 (SS4A funds)	N/A
Option Phase 1: Final Design	\$75,588.75 (Federal Community Project Funding) \$45,353.25 (SS4A funds)	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)

Obligation Condition Table		
Phase of the Project	Allocation of the Federal Funds	Obligation Condition
		("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 Tab	le

Obligation Condition Table		
Phase of the Project	Allocation of the Federal Funds	Obligation Condition
Option Phase 2: Construction	\$1,848,822.50 (Federal Community Project Funding) \$19,909,293.50 (SS4A funds)	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

Obligation Condition Table			
Phase of the Project	Allocation of the Federal Funds	Obligation Condition	
		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.	

2.4 Award Dates.

Period of Performance End Date:

See Section 6, on page 1

2.5 Budget Period

Base Phase: Pre NEPA, Preliminary Design Budget Period End Date: 04/04/2025

Option Phase 1 - Final Design Budget Period End Date: Reserved

Option Phase 2 – Construction 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.

This project will improve safety on a nearly 2.3-mile corridor of Chestnut Avenue between Delsea Drive and Main Road. Residents frequently walk or bike along this corridor,

dodging speeding traffic, to access jobs, schools, and other activities. The project will implement a road diet; convert the four-lane roadway to a three-lane section with a two-way left-turn lane; install lighting, ADA-compliant walkways, and bicycle lanes; enhance visibility at crosswalks; modernize traffic signals; and rehabilitate sidewalks. This project will use Proven Safety Countermeasures to address persistent behavioral safety issues including speeding and is expected to mitigate the potential for vehicle crashes involving other vehicles, bicyclists, and pedestrians. This project will increase mobility and expand connectivity for all road users, including people in underserved communities, to jobs and business opportunities.

Base Phase: Pre-NEPA, Preliminary Design: Preliminary Design will consist of environmental studies, surveys, geotech analysis, traffic studies, estimating, design and engineering activities to complete the NEPA alternatives analysis and review, setting a baseline for project success analysis, ensure compliance with all applicable local, State and Federal laws and regulations, public involvement, design and engineering activities to produce preliminary plans and detailed construction cost estimate.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: Design activities following Preliminary Design including the preparation of final construction plans, specifications, and estimate (s). No Right-of-Way acquisitions is anticipated as part of this project.

Option Phase 2: Construction: Construction activities will consist of carrying out the design described in the bid package. This may include, but not necessarily be limited to, temporary traffic control, drainage construction, concrete flatwork, lighting installation, traffic signal construction, milling asphalt, reconstructing asphalt roadway, paving, linestriping, sign installation. Inspection and Materials Testing will consist of Resident Engineering services, daily inspection of the Construction work, and testing of construction materials, as needed. Materials that are expected to be tested include concrete and asphalt. Engineering analysis of performance measures per funding requirements.

3.2 Project's Estimated Schedule.

IMPLEMENTATION SCHEDULE INVOLVING CONSTRUCTION

Milestone	Schedule Date
Planned Preliminary Design Completion Date:	4/4/2025
Planned NEPA Completion Date:	4/4/2025
Planned Final Design Completion Date:	7/4/2025
Planned Construction Start Date:	1/4/2026
Planned Construction Substantial Completion and Open to Public Use Date:	4/4/2027

Recipients are reminded that final design cannot begin until the NEPA complete date has been met, as indicated above.

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$20,000,000
Other Federal Funds::	\$2,000,000
State Funds:	\$0
Local Funds:	\$5,500,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$27,500,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget
			Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$718,880	\$179,720	\$898,600
Construction	\$19,376,800	\$4,844,200	\$24,221,000
Other	\$1,904,320	\$476,080	\$2,380,400
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$22,000,000	\$5,500,000	\$27,500,000

(c) Cost Classification Table - Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$354,030		\$354,030
Project inspection fees	\$544,570		\$544,570
Construction	\$24,221,000		\$24,221,000
Contingency	\$2,380,400		\$2,380,400
Project Total	\$27,500,000		\$27,500,000

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

KGESQB8J95E1

4.2 Recipient Contact(s).

David J. Maillet City Engineer City of Vineland 640 E. Wood Street Vineland, NJ 08360 856-794-4000, ext. 4098 dmaillet@vinelandcity.org

4.3 Recipient Key Personnel.

Name Title or Position	
Rick Caudill	Supervising Engineer
Susan Baldosaro	Chief Financial Officer

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 HCFASS4A@dot.gov

and

Veronica Jacobson Agreement Specialist Office of Acquisition and Grants Management Federal Highway Administration U.S. Department of Transportation 12300 W Dakota Ave., #180 Lakewood, CO 80228 720-963-3020 HCFASS4A@dot.gov

and

Robert Clark
Agreement Officer's Representative (AOR)
Division Administrator
New Jersey Division Office
840 Bear Tavern Road, Suite 202, West Trenton, NJ 08628
609-637-4200
newjersey.fhwa@dot.gov

and

Alan Huff
New Jersey Division Office Point of Contact
Safety Specialist
840 Bear Tavern Road, Suite 202, West Trenton, NJ 08628
609-637-4232
alan.huff@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.

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

- 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].
- 6.3 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 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

- 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.
- 6.6 The recipient acknowledges the Implementation Grant is funded with Title 23 and SS4A funding, and the entire project is subject to all applicable Title 23 requirements.

ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area: Chestnut Avenue (Delsea Drive to Main Road)

Baseline Measurement Date: 1/4/2025

Baseline Report Date: 3/4/2025

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

Measure	Category and Description	Measurement Frequency
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	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: No scope change.

Schedule: Both design phases are currently programmed in SJTPO's TIP for the current fiscal year, FY 2024. Design to be pushed to FY 2025. Construction/Inspection to FY 2026 and Post Construction Analysis to FY 2027.

Budget: The budget was revised to reflect the addition of Federal Community Project Funds (\$2.0 million). The Federal Community Project Funding were received by City of Vineland after the SS4A application was submitted. As such, the breakdown of project costs was revised as needed. A contingency line item was added. Also, there is an increase in non-federal funds (\$500,000) for the additional local match requirement for the Federal Community Planning funds.

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

	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	HAMIAMI HA			
SS4AFunds	20,000,000	80	20,000,000	73
Other Federal Funds			2,000,000	7
Non-Federal Funds	5,000,000	20	5,500,000	20
Total Future Eligible Project Costs				
Total Project Costs	25,000,000	100	27,500,000	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. (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. (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 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.)
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. (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 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 will utilize the current NJDOT Standard Specifications and Supplemental Specifications for Federal Aid projects as a base for ensuring equity focused policies.

The project will complete and improve sidewalks and include the creation of multi-use paths throughout the project limits. Inclusion of pedestrian focused safety improvements

such as lighting, RRFB's and high visibility crosswalks are included. These features will improve walking, biking, and rolling access.

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:

	The Project directly supports a Local/Regional/State Climate Action Plan that
	results in lower greenhouse gas emissions. (Identify the plan in the supporting
11	narrative below.)
	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 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. (Identify the tool(s) in the supporting narrative below.)
	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. (Describe those
	strategies in the supporting narrative below.)
	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,
X	wetlands, and endangered species, such as through reduction in Clean Air Act
Λ	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.)

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.

As is standard in most projects of this kind, stormwater management is closely evaluated and improved. The City expects that the stormwater management improvements will include modernizing the infrastructure and including some green infrastructure techniques.

Recycling of materials is always a part of a major infrastructure project such as this. Concrete that is removed will be sent to a recycling facility. New asphalt that is installed as part of the paving process will include a percentage of recycled asphalt.

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:

X	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. (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 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;
- 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 goodpaying 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.

Contract specifications will require that prevailing wage rates are paid to all contractors and subcontractors. This will be ensured through regular wage rate inspections.

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 contract documents, such as the Special Provisions, will include compliance with 2 CFR 200.216.