

**1. Federal Award No.**

693JJ32540430

**2. Effective Date**

See No. 16 Below

**3. Assistance Listings No.**  
20.939**4. Award To**

City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Unique Entity Id.: VMWTBPQXGADY  
TIN No.: 38-6006880

**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**

Effective Date of Award – 26 months

**7. Total Amount**

Federal Share:	\$440,000
Recipient Share:	\$110,000
Other Federal Funds:	\$ 0
Other Funds:	<u>\$ 0</u>
Total:	\$550,000

**8. Type of Agreement**

Grant

**9. Authority**

Section 24112 of the Infrastructure Investment and  
Jobs Act (IIJA, Pub. L. 117–58, November 15,  
2021)

**10. Procurement Request No.**

HSA250033PR

**11. Federal Funds Obligated**

\$440,000

**12. Submit Payment Requests To**

See Article 5.

**13. Accounting and Appropriations Data**

15X0176E50.0000.055SR50500.5592000000.41010.  
6100600

**14. Description of the Project**

The City of Rochester Hills will develop a Comprehensive  
Safety Action Plan and two supplemental planning activities:  
Non-Motorized Network Gaps & Safety Study and a  
Neighborhood Traffic Calming Program & Policy

**RECIPIENT****15. Signature of Person Authorized to Sign**

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Signature	Date
Name: Bryan K. Barnett	
Title: Mayor, City of Rochester Hills	

**FEDERAL HIGHWAY ADMINISTRATION****16. Signature of Agreement Officer**

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Signature	Date
Name: Hector R. Santamaria	
Title: Agreement Officer	



# U.S. DEPARTMENT OF TRANSPORTATION

## GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Rochester Hills (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Rochester Hills Comprehensive Safety Action Plan.

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 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges 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 (IIJA, 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: City of Rochester Hills Comprehensive Safety Action Plan

Application Date: 5/14/2024

### **2.2 Award Amount.**

SS4A Grant Amount: \$440,000

### **2.3 Federal Obligation Information.**

Federal Obligation Type: Single

### **2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

### **2.5 Grant Designation.**

Designation: Planning and Demonstration

## **ARTICLE 3 SUMMARY PROJECT INFORMATION**

### **3.1 Summary of Project's Statement of Work.**

The project will be completed in one phase as follows:

- **COMPREHENSIVE SAFETY ACTION PLAN.**  
This action plan will include all required and necessary components through the SS4A program and will incorporate elements from the Regional Transportation Safety Plan (SEMCOG) and from RCOC Safety Action Plan to ensure regional cohesiveness and consistency with plans in the area.
- **NON-MOTORIZED NETWORK GAPS & SAFETY STUDY (Supplemental Planning Activity).**  
Rochester Hills is dedicated to providing non-motorized facilities and has a large network pathways and regional trails (Clinton River and Paint Creek). The non-motorized network gap and safety plan will ensure safety in design and the equitable distribution of project implementation.
- **NEIGHBORHOOD TRAFFIC CALMING PROGRAM AND POLICY (Supplemental Planning Activity).** Rochester Hills will develop and adopt a program and policy to calm traffic on neighborhood streets. The program will provide an avenue for the public to submit requests, city staff to evaluate the request and then select traffic calming measures from a toolkit to implement.



### 3.2 Project's Estimated Schedule.

#### Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	6/30/2027
Planned SS4A Final Report Date:	9/30/2027

#### Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	6/30/2027
Planned SS4A Final Report Date:	9/30/2027

### 3.3 Project's Estimated Costs.

#### (a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$440,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$110,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$550,000

#### (b) Reserved

#### (c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.



## ARTICLE 4

### CONTACT INFORMATION

#### 4.1 Recipient Contact(s).

William Fritz  
Public Services Director  
City of Rochester Hills 1000 Rochester Hills Drive  
(248) 656-4685  
[fritz@rochesterhills.org](mailto:fritz@rochesterhills.org)

#### 4.2 Recipient Key Personnel.

Name	Title or Position
Tracey Balint	City Engineer
Lia Michaels	HRC, Associate

#### 4.3 USDOT Project Contact(s).

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  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-42, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator - Michigan  
Agreement Officer's Representative (AOR)  
315 W. Allegan St., Rm 201  
Lansing, Michigan 48933  
[Michigan.FHWA@dot.gov](mailto:Michigan.FHWA@dot.gov)

and



Andrea S. Dewey  
Michigan Division Office Lead Point of Contact  
Grants Program Manager  
315 West Allegan Street, Room 201  
Lansing, MI 48933  
(517) 702-1823  
[andrea.dewey@dot.gov](mailto:andrea.dewey@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 Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval 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 within the budget period of this agreement if those costs do not exceed the amount of funds obligated 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 iSupplier 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-270 (Request for Advance or Reimbursement) or 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 Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (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 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition\* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

\*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs



Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

**6.5** There are no other special grant requirements.



**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Rochester Hills

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance



# **ATTACHMENT B** **CHANGES FROM APPLICATION**

**Scope:** N/A

**Schedule:** The period of performance has been extended by 2-months from the application to allow for sufficient time to procure contractual support and to allow for schedule contingency.

**Budget:** N/A

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

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



## **ATTACHMENT C**

[RESERVED]



## **ATTACHMENT D**

[RESERVED]



## ATTACHMENT E LABOR AND WORK

### 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 or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner 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>
	The Recipient or a project partner 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 Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.



## **2. Supporting Narrative.**

The City of Rochester Hills recently hired a transportation engineer to join its Department of Public Services. This position will lead the efforts for this project and coordinate and oversee the work of the consultant team. In addition, the implementation of the Non-Motorized Network Gaps and Safety Study, the City will aid in the creation of jobs for consultant and contracting companies to design and construct sidewalks and pathways around the City. Furthermore, the implementation of both the Safety Action Plan and Neighborhood Traffic Calming Program and Policy will continue to create work for current City and consultant employees and the potential for the hiring of supplemental staff in the future.



**ATTACHMENT F**  
**CRITICAL SECURITY INFRASTRUCTURE 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.

**2. Supporting Narrative.**

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.



## **ATTACHMENT G**

[RESERVED]