

1. **Federal Award No.**
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063-1665
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
- Unique Entity Id.: MFFRTNKE5KP7
TIN No.: 94-6000532
6. **Period of Performance**
Effective Date of Award – 60 months
7. **Total Amount**
Federal Share: \$480,000.00
Recipient Share: \$120,000.00
Other Federal Funds: \$0
Other Funds: \$0
Total: \$600,000.00
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.**
HSA250280PR
11. **Federal Funds Obligated**
Base Phase: \$320,000.00
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**
[insert Data]
14. **Description of the Project** The phased project will consist of a planning study with preliminary engineering for roadway improvements and the piloting of low-cost demonstration activities to test the effectiveness of proposed improvements that will be recommended as part of the planning study process, with community input.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature _____ Date _____
Name: Ann M. Stillman
Title: Director of Public Works

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature _____ Date _____
Name: _____
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 County of San Mateo (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the Pescadero Creek Road Rural Safety Planning and Demonstration Project.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 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 7–30 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:

Pescadero Creek Road Rural Safety Planning and Demonstration Project

Application Date: May 16, 2024

2.2 Award Amount.

SS4A Grant Amount: \$480,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	\$320,000.00	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design	\$50,000.00	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$110,000.00	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(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</p> <p>(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</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award – 60 months

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: The Pescadero Creek Road Rural Safety Planning and Demonstration Project will take the next step and build on an FHWA Road Safety Audit, conducted for Pescadero Creek Road (PCR) in 2022. The project will consist of a planning study and demonstration activity for roadway safety improvements. The piloting of low-cost demonstration activities will occur across four key intersections of Pescadero Creek Road: Stage Road, North Street, Cloverdale Road, and Butano Cutoff. Demonstration activities include evidence-based safety improvements via impermanent roadway design and removable barriers, such as: high-visibility crosswalk pavement markings, curb extensions with pavement markings and delineators, centerline hardening with delineators, and paint/plastic pedestrian refuge islands to test the effectiveness of proposed improvements recommended as part of the planning study process. Robust community engagement will take place to ensure that recommended designs for demonstration improvements are informed by and consider community input. These rural main street intersections are associated with fatalities and serious injuries and provide access between residences, local schools, grocery stores, restaurants, churches and other services. Proposed demonstration activities will be provided at these key intersections to help better protect pedestrians and bicyclists and better assist motorists navigating through conflict points to avoid potential collisions, providing a comfortable and accessible facility for all roadway users.

The project will be completed in three phases.

Base Phase: Pre-NEPA: This phase will include planning efforts with robust community outreach and input.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: Building on work completed in the preceding phase, this phase will include final design of the demonstration projects.

Option Phase 2: Construction: Pilot will be implemented through demonstration activities at key intersections on Pescadero Creek Road.

3.2 Project's Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	06/30/2028
Planned Construction Substantial Completion and Open to Public Use Date:	06/30/2029
Planned SS4A Final Report Date:	06/30/2030

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	06/30/2030
Planned SS4A Final Report Date:	06/30/2030

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$480,000.00
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$120,000.00
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$600,000.00

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$180,000.00		\$180,000.00
Architectural and engineering fees	\$180,000.00		\$180,000.00
Construction	\$200,000.00		\$200,000.00
Miscellaneous	\$40,000.00		\$40,000.00
Project Total	\$600,000.00		\$600,000.00

(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).

Krzysztof Lisaj
Deputy Director, Engineering and Resource Protection
County of San Mateo Department of Public Works
555 County Center, 5th Floor. Redwood City, CA 94063-1665
650-363-4100
klisaj@smcgov.org

4.2 Recipient Key Personnel.

Name	Title or Position
Carter Choi	Principal Civil Engineer
Wency Ng	Senior Civil Engineer

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

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
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – California
Agreement Officer's Representative (AOR)
650 Capitol Mall, Ste. 4-100
Sacramento, CA 95814
916-498-5015
Hdaca@dot.gov

and

Mike Shami
California Division Office Lead Point of Contact
Discretionary Grant Manager
650 Capitol Mall, Suite 4-100, Sacramento, CA 95814
(916) 498-5853
Mike.shami@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. Note: This clause is only applicable to grants that do not include construction.

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 Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** 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.
- 6.7** 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.
- 6.8** The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

6.9 There are no other special grant requirements.

ATTACHMENT A

PERFORMANCE MEASUREMENT INFORMATION

Study Area: Pescadero Creek Road from Stage Road to State Route 84

Baseline Measurement Date: 06/30/2029

Baseline Report Date: 08/30/2029

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	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 within 120 days after the end of the period of performance
Costs [for all Grants]	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
Outcomes and Benefits [for Implementation Grants and Planning and	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of	Within 120 days after the end of the

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Demonstration Grants with demonstration activities]	sidewalks installed, number of pedestrian crossings upgraded, etc.)	period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	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

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 Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: The project scope was modified from Implementation to Planning and Demonstration by the U.S. DOT.

Schedule: Change in schedule is included to allow for additional time to account for unforeseen circumstances, as permitted by the funding program.

Budget: \$600,000.00

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

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	\$4,402,880.00	80%	\$480,000.00	80%
Other Federal Funds				
Non-Federal Funds	\$1,100,720.00	20%	\$120,000.00	20%
Total Future Eligible Project Costs	\$5,503,600.00	100%	\$600,000.00	100%
Total Project Costs	\$5,503,600.00	100%	\$600,000.00	100%

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

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 align with the application:

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>
X	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>
X	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 schedule B. <i>(Identify the relevant actions from schedule 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.

First checked box: Describe robust job creation and identify the good-paying jobs.

The County requires the use of prevailing wage per Section 1770 of the California Labor Code. The County tracks labor for all construction projects and reports out information to the California

Department of Industrial Relations (DIR) on an as-needed basis. Additionally, the Project will require the use of Federal Wage Rates to be used and require the Contractor to pay the higher between State and Federal rates for job classifications.

Second checked box: Describe the supportive services provided to trainees and employees, preferences, and policies.

The County's hiring policy for consultants and contractors emphasizes local hiring and encourages firms to employ workers according to skill needs. The County encourages that Contractors assist in admitting workers who are over the traditional apprenticeship entry age to the various craft training program.

Third checked box: Describe the partnership or engagement with unions and/or other worker-based organizations and agreements.

The County supports the employment and use of union labor and has entered into memorandums of understanding (MOUs) with various staff unions, including the San Mateo Labor Council, San Mateo County Building Trades and Laborers' International Union of North America Local 26. Additionally, the County will collaborate with local community-based organizations on this project.

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]