

---

## Attachment 2

---

# PROJECT-SPECIFIC TERMS AND CONDITIONS

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

## Project-Specific Terms and Conditions

### Table of Contents

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS.....	4
1.1 Recipient .....	4
1.2 Project and Purpose.....	4
1.3 Program Designations.....	4
ARTICLE 2: SPECIAL TERMS AND CONDITIONS .....	5
ARTICLE 3: ADMINISTRATIVE INFORMATION .....	5
3.1 Application .....	5
3.2 FRA Awarding Official.....	5
3.3 Federal Award Date .....	5
3.4 Program Name and Assistance Listings Number .....	5
3.5 Recipient’s Unique Entity Identifier .....	6
3.6 Federal Award Identification Number .....	6
ARTICLE 4: STATEMENT OF WORK.....	6
4.1 General Project Description .....	6
4.2 Project Location .....	6
4.3 Project Scope .....	6
4.4 Implement Required Environmental Commitments.....	10
ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE .....	11
5.1 Award Dates.....	11
5.2 Estimated Project Schedule .....	11
ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION .....	12
6.1 Award Amount.....	12
6.2 Federal Obligation Information .....	12
6.3 Federal Authorization and Funding Source. ....	12
6.4 Funding Availability.....	12
6.5 Approved Project Budget.....	12
6.6 Pre-Award Costs.....	13
6.7 Phased Funding Agreement.....	14
ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION .....	16

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

ARTICLE 8: ENVIRONMENTAL COMPLIANCE.....	17
ARTICLE 9: LABOR AND WORK.....	18
9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards .....	19
9.2 Supporting Narrative.....	23

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

**ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS**

**1.1 Recipient**

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the [insert full SAM name of Recipient] (the Recipient).

**1.2 Project and Purpose**

The purpose of this award is to fund a [insert grant program] grant for the [insert project name] (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for [include title and citation for NOFO] that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

*Instructions: If this Agreement obligates funds transferred to FRA from another Federal agency, include the following, which may need adjustments to accurately describe the funds transfer:*

In addition, this Agreement obligates funds for the Project, [under the [name of program and citation], and] transferred to FRA from [other agency] for obligation.

**1.3 Program Designations**

- (a) Research and Development. This award [is/is not] for research and development.
- (b) Project Size. This award is for a [Major/non-Major] Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award [is/is not] a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a [Grant Agreement/Cooperative Agreement].
- (e) Security Risk. This award is for a Project that has a [low/elevated] security risk.

*Note: If the Project scope includes telecommunications technology, including positive train control technology, the Project is deemed to have an elevated security risk.*

*Instructions: For grants under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) and Railroad Crossing Elimination (RCE) programs, include the following:*

- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award [is/is not] for a Project in a Rural Area.

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

**ARTICLE 2: SPECIAL TERMS AND CONDITIONS**

*Instructions: If there are no special terms and conditions, include the following:*

There are no special terms for this award.

*Instructions: If there are special terms and conditions, such as program-specific terms for programs that are not addressed in Article 26 of Attachment 1 of this Agreement (e.g., Corridor Identification, Research and Development grants), or terms associated with funds transferred to FRA for obligation from another Federal agency, include them below:*

**2.1 [Section Header]**

[Add Text]

**2.2 [Section Header]**

[Add Text]

**ARTICLE 3: ADMINISTRATIVE INFORMATION**

**3.1 Application**

Application Title: [insert full title of submitted application]

Application Date: [insert the date in box 3 of the SF-424]

**3.2 FRA Awarding Official**

FRA Office of Railroad Development  
Federal Railroad Administration  
1200 New Jersey Ave, SE  
Washington, DC 20590  
FRA-Grants@dot.gov

**3.3 Federal Award Date**

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

**3.4 Program Name and Assistance Listings Number**

For the [insert grant program name], the Assistance Listings Number is [X] and the Assistance Listings Title is [X].

*Note: if this Agreement obligates funds transferred to FRA from another agency's discretionary grant program, this Section should also include the program name and assistance listing number for that discretionary grant program.*

## NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

### 3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

### 3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

## ARTICLE 4: STATEMENT OF WORK

### 4.1 General Project Description

*Instructions: Provide a concise description of the Project funded under this Agreement. Section 4.1 should state the objective of the Project and the benefits that that the Project is intended to achieve. Project objectives and benefits inform—and should be consistent with—the Performance Measures in Article 7 of this Attachment 2, Performance Measurement Information.*

### 4.2 Project Location

*Instructions: Provide information related to the geographic scope of the Project and identify important, related intercity corridors or service. The Project location should be specific and detailed, including GPS location(s) and mileposts, where possible. Planning projects should identify the study area and provide a map identifying, at a minimum, the major markets intended to be served.*

### 4.3 Project Scope

*Instructions: In this Section, divide the Project scope into discrete and delineable tasks. If the Project funded under this Agreement is part of a larger effort, describe that larger effort, but link tasks specifically to the FRA-funded portion of the Project. Clearly define the work to be performed in each task and be sure tasks are linked to deliverables and incorporated into the Project Schedule. Use the instructions below to develop this Section.*

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

### Task 1: Project Administration and Management

#### Subtask 1.1: Project Administration

*Instructions: Identify all Project partners and other entities responsible for implementing the Project. Identify all actions the Recipient will perform to ensure the effective management and oversight of the Project.*

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

### **NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

- [list parties other than the Recipient and identify role]
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- *If not held prior to award, include:* participate in a Project kickoff meeting with FRA following award;
- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

#### Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

**Instructions:** *For capital projects, as defined in the Notice of Funding Opportunity, include the following:*

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

*Note: As identified in the Railroad Capital Projects Guidance, the Project Budget for a capital project should be based on a Capital Cost Estimate for the Project. The level of effort required to prepare a Capital Cost Estimate varies based on Project cost, scope, and complexity.*

*For Major Projects and for Non-Major Projects where FRA determines it is appropriate based on Project cost, scope, and complexity, FRA will work with the Recipient prior to obligation to develop and document expectations and requirements for preparing a Capital Cost Estimate and Financial Plan. These may be included under Task 1 of Section 4.3 of this Attachment 2 as separate subtasks and/or deliverables.*

*Instructions: For all projects, include the following:*

**Subtask 1.3: Project Closeout**

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

**Task 1 Deliverables:**

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

**Task 2: [Task Title]**

*Instructions: Provide a description of the task and the deliverables that will be completed under the task.*

**Task 2 Deliverables:**

*Instructions: Identify required deliverables to be completed under this task.*

Deliverable ID	[Subtask]	Deliverable Name
2.1	[insert relevant subtask]	[insert deliverable name]
[2.2]	[insert relevant subtask]	[insert deliverable name]



**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

**Task 3: [Task Title]**

*Instructions: Provide a description of the task and the deliverables that will be completed under the task.*

**Task 3 Deliverables:**

*Instructions: Identify required deliverables to be completed under this task.*

Deliverable ID	[Subtask]	Deliverable Name
3.1	[insert relevant subtask]	[insert deliverable name]
[3.2]	[insert relevant subtask]	[insert deliverable name]

**Additional Task: [Task Title]**

*Instructions: If the Recipient proposes an Additional Task, in addition to Tasks 1–3, that the Recipient may accomplish if there are Project Cost Savings in accordance with Section 5.5 of Attachment 1 of this Agreement, FRA will consider factors such as the following, and other factors as determined appropriate by FRA, when assessing whether to include an Additional Task:*

- *whether the task was included in the Application;*
- *the reason the task was excluded from the scope of this Agreement (e.g., insufficient funds);*
- *the relationship between the revised scope and the purpose for which the Project was selected;*
- *the anticipated success of the Project without the Additional Task;*
- *the Recipient's performance under the grant; and/or*
- *whether deselecting and reallocating funds would better advance program goals.*

*If FRA determines it is appropriate to include an Additional Task, describe the task, deliverables, and estimated budget for that Task.*

The Recipient will not perform this Task unless: (1) all other work under this Agreement is complete, and (2) FRA provides the Recipient with written approval to proceed with this Additional Task in accordance with Section 5.5 of Attachment 1 of this Agreement.

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

**Additional Task Deliverables:**

*Instructions: Identify required deliverables to be completed under this task.*

Deliverable ID	[Subtask]	Deliverable Name
[]	[insert relevant subtask]	[insert deliverable name]
[]	[insert relevant subtask]	[insert deliverable name]

*Instructions: If no Additional Task is requested or FRA determines it is not appropriate to include an Additional Task, include the following:*

None.

**4.4 Implement Required Environmental Commitments**

The Recipient will implement the Project consistent with the documents and environmental commitments identified below.

*Instructions: To be completed in coordination with an FRA environmental protection specialist. If there are environmental commitments in the National Environmental Policy Act (NEPA) decision document, Section 106 Programmatic Agreement (PA), or Memorandum of Agreement (MOA), or in other documents or correspondence associated with the environmental review for the Project, include and complete Table 4-A.*

**Table 4-A: Environmental Commitments**

Document Type	Commitment Reference	Document Date
[Categorical Exclusion, Finding of No Significant Impact, Record of Decision]	[insert reference to section(s) of decision where commitment(s) are identified]	[insert date of decision]
[insert title of MOA, PA, or other document or correspondence that contains environmental commitment(s)]	[insert reference to section(s) of document where commitment(s) are identified]	[insert date of MOA/correspondence]

*Instructions: If there are no environmental commitments for the Project, include the following:*

None.

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

*Instructions: If the award is for both Project development and Project implementation lifecycle stages, include the following:*

The Recipient will implement any environmental commitments identified through the NEPA process conducted under Task [insert task number and title].

**ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE****5.1 Award Dates**

Budget Period End Date: [This is the same as the date in Section 5 on the Agreement cover sheet]

Period of Performance End Date: [This is the same as the end date in Section 4 of the Agreement cover sheet]

**5.2 Estimated Project Schedule**

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

*Note: The Estimated Project Schedule should identify significant milestones in Project advancement, such as completion of tasks. It should not include incremental steps toward meeting those milestones, which should instead be included in the detailed schedule provided as part of the PMP. Section 5.3 of Attachment 1 of this Agreement provides that the Recipient will request an amendment to update the Estimated Project Schedule if the Recipient's estimate for a milestone changes to a date that is more than six months after the date listed.*

*Instructions: Illustrative milestones are identified in the below table. Provide additional or alternative milestones as appropriate for the Project.*

**Table 5-A: Estimated Project Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
[Preliminary Engineering Completion]	[Insert Date]
[NEPA Completion]	[Insert Date]
[Final Design Completion]	[Insert Date]
[Construction Substantial Completion]	[Insert Date]

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

**ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION**

**6.1 Award Amount**

Agreement Federal Funds: \$[Insert the total amount of Federal funds obligated under this Agreement.]

*Instructions: If the award is a phased funding agreement, also include:*

Contingent Commitment: \$[insert the total amount of Contingent Commitment in Table 6-D: Contingent Commitment by Fiscal Year]

**6.2 Federal Obligation Information**

Federal Obligation Type: [Single or Phased]

**6.3 Federal Authorization and Funding Source.**

Authorizing Statute: [insert statute]

Appropriation: [insert appropriation including fiscal year]

**6.4 Funding Availability**

Program funding that is obligated under this Agreement remains available until [insert “expended” or the date certain after which funding is no longer available].

**6.5 Approved Project Budget**

The estimated total Project cost under this Agreement is \$[insert amount of total Project cost estimate].

FRA will contribute a maximum of [percent amount] percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$[insert amount] in Agreement Non-Federal Funds. Recipient’s Agreement Non-Federal Funds are comprised of [insert whether the Recipient is contributing cash contributions and the amount, in-kind contribution and the value, or a combination of both].

The Recipient will complete the Project to FRA’s satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

*Instructions: Complete Tables 6-A and 6-B to identify the Approved Project Budget by Task and by Source. Remove any rows or columns that are not applicable or note in the table that those rows/columns are not applicable. Both tables may need to be modified or expanded for more complex projects, or, for example, to identify more than one source of non-Federal funds.*

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	[Other Federal Funds]	[Other Non-Federal Funds]	Total
1	Project Administration and Management	\$	\$	\$	\$	\$
2		\$	\$	\$	\$	\$
Total		\$	\$	\$	\$	Total Project Cost: \$

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
<b>Federal Share</b>	\$	%
Agreement Federal Funds	\$	%
[FRA Grant Program]	\$	%
[Source 2]	\$	%
[Other Federal Funds]	\$	%
[Source 1]	\$	%
[Source 2]	\$	%
<b>Agreement Non-Federal Funds</b>	\$	%
[Source 1]	\$	%
[Source 2]	\$	%
<b>[Other Non-Federal Funds]</b>	\$	%
[Source 1]	\$	%
[Source 2]	\$	%

## 6.6 Pre-Award Costs

*Instructions: If the Recipient has not incurred advance or pre-award costs, include the following:*

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

*Instructions: If the Recipient has incurred advance or pre-award costs for the Project consistent with 2 C.F.R. part 200, include and complete the following:*

On [insert date], FRA provided pre-award authority for cost incurrence beginning on [insert date] for the following costs for the Project in response to Recipient's request:

Task #	Task Name	Agreement Federal Funds	Agreement Non-Federal Funds	Total Cost
1		\$	\$	\$
<b>Total</b>		\$	\$	\$

The above pre-award costs were necessary for efficient and timely performance of the scope of work and were incurred directly pursuant to the negotiation and in anticipation of this Agreement.

## 6.7 Phased Funding Agreement

*Instructions: If this Agreement is not a phased funding agreement, include the following:*

Not applicable.

*Instructions: If this Agreement is a phased funding agreement, include the following:*

This Agreement is a phased funding agreement under 49 U.S.C. § 24911(g)(2). The maximum amount of Federal financial assistance ((49 U.S.C. § 24911(g)(2)(B)(ii)) for the Project will not exceed the maximum Federal share (80 percent) of the total costs of the Project (49 U.S.C. § 24911(f)(2)).

The total amount of funds that may be obligated under this Agreement is \$[insert amount], which is the sum of the Agreement Federal Funds and the Contingent Commitment identified in Section 6.1 of this Attachment 2.

This Agreement obligates the Agreement Federal Funds, which is the same as the total amount of funds described in Table 6-C: Obligation by Fiscal Year. Through this Agreement, FRA agrees to obligate the Contingent Commitment pursuant to the terms in Section 6.7. FRA scheduled and allocated the Contingent Commitment as described in Table 6-D: Contingent Commitment by Fiscal Year.

This Agreement does not obligate Federal funds, other than the Agreement Federal Funds identified in Section 6.1 of this Attachment 2. The Contingent Commitment is not an obligation of the Government.

Under this phased funding agreement, the Recipient may incur costs for eligible activities as is reasonably necessary to advance the Project prior to obligation of the Contingent Commitment, without

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

prejudice to future reimbursement of the costs, to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement.

To request that FRA obligate the scheduled portion of the Contingent Commitment as described in Table 6-D, the Recipient will request an amendment to this Agreement as provided in Article 15 of Attachment 1 of this Agreement. The Recipient will not request such an amendment more than once every 12 months. Such amounts are subject to the terms and conditions of this Agreement upon obligation.

Unless otherwise determined by the Administrator, FRA's obligation of all or portions of the Contingent Commitment is subject to the availability of Federal funds, program authority, and FRA's determination of satisfactory performance by the Recipient under this Agreement. In assessing performance, FRA will consider whether:

- (a) the Recipient is in compliance with the terms and conditions of this Agreement;
- (b) the Recipient confirms that all statements and representations made in the Federal System for Awards Management, in the Application, and in this Agreement are true and correct as of the request to obligate contingently committed funds; and
- (c) FRA has not terminated this Agreement under Article 10 of Attachment 1 of this Agreement nor provided notice of intent to terminate under Article 9 of Attachment 1 of this Agreement.

*Instructions: Table 6-C identifies the amounts obligated by fiscal year and the total amounts obligated under this Agreement. Table 6-D identifies the anticipated allocation of contingent commitment by amount and fiscal year of anticipated appropriation. As funds are obligated and this Agreement is amended, the amount and fiscal year should be removed from Table 6-D and added to Table 6-C.*

**Table 6-C: Obligation by Fiscal Year**

Fiscal Year of Funding Source	Amount
2022	[\$XXX]
<b>Total</b>	<b>[\$XXX]</b>

**Table 6-D: Contingent Commitment by Fiscal Year**

Fiscal Year of Appropriation	Amount
2022	\$0
2023	[\$XXX]
2024	[\$XXX]
2025	[\$XXX]

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

2026	[\$XXX]
<b>Total</b>	<b>[\$XXX]</b>

Pursuant to 49 U.S.C. § 24911(g)(2)(C), if the Recipient does not carry out the Project for reasons within control of the Recipient, the Recipient will repay all Federal grant funds awarded for the Project from all Federal funding sources, for all Project activities, facilities, and equipment, plus reasonable interest and penalty charges allowable by law or established in this Agreement. For the avoidance of doubt, this clause does not restrict or otherwise limit FRA's ability to act under Article 9 or 10 of Attachment 1 of this Agreement.

## ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

**Table 7-A: Performance Measurement Table**

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
<b>Goal 1</b>				Pre-Project (Baseline) Performance as of:	Frequency:
				Expected Post-Project Performance:	Duration:
<b>Goal 2</b>				Pre-Project (Baseline) Performance as of:	Frequency:
				Expected Post-Project Performance:	Duration:



## NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

*Instruction:* For construction projects, and other projects where FRA deems it appropriate, include the following:

The Recipient will prepare a Project Outcomes Report pursuant to Section 8.3 of Attachment 1 of this Agreement.

## ARTICLE 8: ENVIRONMENTAL COMPLIANCE

*Instructions:* To be completed by an FRA environmental protection specialist to document compliance with NEPA prior to obligation.

If there is no ground disturbance and the award is for (1) the project development stages of a project (e.g., planning, preliminary engineering, and/or NEPA); (2) research; or (3) a “full lifecycle” grant, provided the award requires notice to proceed to project implementation (e.g., final design or construction) after the completion of project development, and FRA has determined a categorical exclusion applies, include the language below to identify the applicable categorical exclusion(s). Do not use this language for project implementation stages or for ground disturbing activity, including geotechnical studies.

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA’s NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Tasks [XX], are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c) [(1), (3), or (8)]. In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical ~~exclusions (CEs)~~ exclusion (CE) means a category of actions ~~identified in an agency’s NEPA implementing procedures that do not a Federal agency has determined~~ normally ~~do not~~ have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). ~~See 40-42 U.S.C.F.R. § 1508- § 4336e(1)(d).~~ In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

*Instructions:* If the award is for (1) project development that involves ground-disturbing activity; or (2) for project implementation (e.g., final design, construction, or acquisition), including project implementation

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

*as part of a full lifecycle grant without a notice to proceed to project implementation, FRA must complete the environmental review for the ground-disturbing activity or the final design and construction project prior to obligation, and document environmental review completion in the grant agreement using the following language:*

FRA signed a [type of environmental document] for this Project on [date] [and a [type of Section 106 agreement document] on [date]]. The Recipient [is/is not] responsible for complying with environmental commitments, such as mitigation measures and/or design features, described in the [type of environmental document], as identified in Section 4.4 of this Attachment 2.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

**ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**9.1 — Consideration of Climate Change and Environmental Justice Impacts**

*Instructions: Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 9.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to understand and document the how the Recipient has or will consider climate change and environmental justice impacts in developing and implementing the Project.*

This Section identifies how the Project addresses climate change and environmental justice priorities. The Recipient certifies 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. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a Project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

	<del>The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. (Describe those strategies in the supporting narrative below.)</del>
	<del>The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. (Describe the incorporated infrastructure in the supporting narrative below.)</del>
	<del>The Project supports the installation of electric vehicle charging stations. (Describe that support in the supporting narrative below.)</del>
	<del>The Project promotes energy efficiency. (Describe how in the supporting narrative below.)</del>
	<del>The Project serves the renewable energy supply chain. (Describe how in the supporting narrative below.)</del>
	<del>The Project improves disaster preparedness and resiliency. (Describe how in the supporting narrative below.)</del>
	<del>The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. (Describe how in the supporting narrative below.)</del>
	<del>The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. (Describe that infrastructure in the supporting narrative below.)</del>
	<del>The Project supports or incorporates the construction of energy- and location-efficient buildings. (Describe how in the supporting narrative below.)</del>
	<del>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.)</del>
	<del>The Project includes other actions or attributes that address climate change and environmental justice. (Describe those actions in the supporting narrative below.)</del>
	<del>The Project does not include actions or attributes that address climate change and environmental justice but, before beginning construction of the Project, the Recipient will take relevant actions described below to address climate change and environmental justice impacts of the Project. (Identify the relevant actions in the supporting narrative below.)</del>

**9.2 — Supporting Narrative**

Instructions: ~~Provide a brief supporting narrative as indicated in the table above.~~

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

**ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**10.1 — Efforts to Improve Racial Equity and Reduce Barriers to Opportunity**

*Instructions: Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 10.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to help the Recipient understand and document the how the Recipient has or will consider efforts to improve racial equity and reduce barriers to opportunity in developing and implementing the Project.*

This Section identifies how the Project addresses efforts to improve racial equity and reduce barriers to opportunity. The Recipient certifies that rows marked with "X" in the following table are accurate:

	<i>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.)</i>
	<i>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.)</i>
	<i>The Project includes physical barrier mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. (Identify the relevant investments in the supporting narrative below.)</i>
	<i>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.)</i>
	<i>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.)</i>
	<i>The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. (Describe those actions in the supporting narrative below.)</i>
	<i>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, the Recipient will take relevant actions described below to improve racial equity and reduce barriers to opportunity. (Identify the relevant actions in the supporting narrative below.)</i>

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

**10.2 — Supporting Narrative**

*Instructions: Provide a brief supporting narrative as indicated in the table above.*

ARTICLE ~~911~~: LABOR AND WORK

**~~119~~.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards**

*Instructions: Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section ~~911~~.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, ~~10.1~~, or ~~11.1~~ of this Attachment 2. FRA will work with the Recipient prior to obligation to help the Recipient understand and document the how the Recipient has or will consider efforts to support good-paying jobs and strong labor standards in developing and implementing the Project. of this Attachment 2.*

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	<u>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. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</u>
	<u>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. (Describe the training programs in the supporting narrative below.)</u>
	<u>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. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</u>
	<u>The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)</u>
	<u>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. (Describe those actions in the supporting narrative below.)</u>
	<u>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</u>

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

	<u>standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)</u>
	<u>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.</u>
	<u>The Recipient or a Project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. (Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</u>
	<u>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, subject to all applicable State and local laws, policies, and procedures. (Describe the relevant provisions in the supporting narrative below.)</u>
	<u>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 apprenticeships in the supporting narrative below.)</u>
	<u>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.)</u>
	<u>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.)</u>
	<u>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.)</u>
	<u>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.)</u>

**NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**

	<p>The Recipient or a Project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hiring and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>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;</li> <li>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;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take the relevant actions described below. <i>(Identify the relevant actions in the supporting narrative below.)</i></p>

**119.2 Supporting Narrative**

Instructions: Provide a brief supporting narrative as indicated in the table above.

###