



U.S Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS LINCOLN COUNTY WYOMING 925 Sage Ave Ste 201 Kemmerer, WY 83101-3129	2. AGREEMENT NUMBER: 69A36524420040RASWY	3. AMENDMENT NO. 0
	4. PROJECT PERFORMANCE PERIOD: FROM 06/03/2024 TO 06/30/2027	
	5. FEDERAL FUNDING PERIOD: FROM 06/03/2024 TO 06/30/2027	
1A. IRS/VENDOR NO. 836000112	6. PRE-AWARD AUTHORITY? No	6A. PRE-AWARD DATE (MM/DD/YYYY) N/A
1B. UEI. MDUERKYEV6F9 1C. DUNS. 096687793	7. ACTION New	

8. CFDA#: 20.933	TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PROJECT TITLE Lincoln County Rural Planning Project	10. PREVIOUS AGREEMENTS	0.00	0.00	0.00
	11. THIS AGREEMENT	1,790,000.00	0.00	1,790,000.00
	12. TOTAL AGREEMENT	1,790,000.00	0.00	1,790,000.00

12A. OTHER FEDERAL FUNDING 0.00

13. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:
Attachment 1, General Terms and Conditions; Attachment 2, Project-Specific Terms and Conditions; Attachment 3, Exhibits

14. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT
49 U.S.C. 6702 / Consolidated Appropriations Act, 2022, Public Law No. 117-103 (March 15, 2022)

15. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
16. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mr. Kent Connelly Chairman, Lincoln County Board of Commissioners		18. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL Jamie Rennert Director, Regional Outreach & Project Delivery	
17. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	17A. DATE 08/19/2024	19. SIGNATURE OF AUTHORIZED FRA OFFICIAL Electronically Signed	19A. DATE 08/19/2024

AGENCY USE ONLY

20. OBJECT CLASS CODE: 41010	21. ORGANIZATION CODE: 9000000000			
22. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER 69A36524420040RASWY	FUND 27X0143022	BY 2024	BPAC 0143TX0220	AMOUNT 1,790,000.00

AWARD ATTACHMENTS

LINCOLN COUNTY WYOMING

69A36524420040RASWY

1. Attachment 1, General Terms and Conditions
2. Attachment 2, Project-Specific Terms and Conditions
3. Attachment 3, Exhibits

U.S. DEPARTMENT OF TRANSPORTATION

**GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH
SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM:
FRA PROJECTS**

Revision Date: April 16, 2024

Table of Contents

Article 1 Purpose.....6
 1.1 Purpose6
Article 2 USDOT Role.....6
 2.1 Division of USDOT Responsibilities.....6
 2.2 USDOT Program Contacts7
Article 3 Recipient Role.....7
 3.1 Statements on the Project.7
 3.2 Statements on Authority and Capacity.7
 3.3 USDOT Reliance.....8
 3.4 Project Delivery8
 3.5 Rights and Powers Affecting the Project.....8
 3.6 Notification of Changes to Key Personnel8
Article 4 Award Amount, Obligation, and Time Periods.....9
 4.1 Federal Award Amount9
 4.2 Federal Funding Source.....9
 4.3 Federal Obligations.....9
 4.4 Budget Period.9
 4.5 Period of Performance9
Article 5 Statement of Work, Schedule, and Budget Changes.....9
 5.1 Notification Requirement.9
 5.2 Scope and Statement of Work Changes10
 5.3 Schedule Changes.....10
 5.4 Budget Changes.....10
 5.5 USDOT Acceptance of Changes.11
Article 6 General Reporting Terms11
 6.1 Report Submission.....11
 6.2 Alternative Reporting Methods12
 6.3 Paperwork Reduction Act Notice12
Article 7 Progress and Financial Reporting12
 7.1 Quarterly Project Progress Reports and Recertifications.....12
 7.2 Final Progress Reports and Financial Information12
Article 8 Performance Reporting13
 8.1 Baseline Performance Measurement13
 8.2 Post-construction Performance Measurement.13
 8.3 Project Outcomes Report.....14
Article 9 Noncompliance and Remedies.....14
 9.1 Noncompliance Determinations14
 9.2 Remedies.15
 9.3 Other Oversight Entities15
Article 10 Agreement Termination16
 10.1 USDOT Termination16
 10.2 Closeout Termination16
 10.3 Post-Termination Adjustments16
 10.4 Non-Terminating Events17
 10.5 Other Remedies.17

Article 11 Monitoring, Financial Management, Controls, and Records	17
11.1 Recipient Monitoring and Record Retention.....	17
11.2 Financial Records and Audits.....	17
11.3 Internal Controls.....	18
11.4 USDOT Record Access.....	18
Article 12 Contracting and Subawards.....	18
12.1 Minimum Wage Rates.....	18
12.2 Buy America.....	18
12.3 Small and Disadvantaged Business Requirements.....	19
12.4 Engineering and Design Services.....	19
12.5 Foreign Market Restrictions.....	19
12.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	19
12.7 Pass-through Entity Responsibilities.....	19
12.8 Subaward and Contract Authorization.....	19
Article 13 Costs, Payments, and Unexpended Funds.....	19
13.1 Limitation of Federal Award Amount.....	19
13.2 Projects Costs.....	19
13.3 Timing of Project Costs.....	20
13.4 Recipient Recovery of Federal Funds.....	20
13.5 Unexpended Federal Funds.....	20
13.6 Timing of Payments to the Recipient.....	20
13.7 Payment Method.....	20
13.8 Information Supporting Expenditures.....	20
13.9 Reimbursement Request Timing Frequency.....	21
Article 14 Liquidation, Adjustments, and Funds Availability.....	21
14.1 Liquidation of Recipient Obligations.....	21
14.2 Funds Cancellation.....	21
Article 15 Agreement Modifications.....	21
15.1 Bilateral Modifications.....	21
15.2 Unilateral Contract Modifications.....	22
15.3 USDOT Unilateral Modifications.....	22
15.4 Other Modifications.....	22
Article 16 Climate Change and Environmental Justice.....	22
16.1 Climate Change and Environmental Justice.....	22
Article 17 Racial Equity and Barriers to Opportunity.....	22
17.1 Racial Equity and Barriers to Opportunity.....	22
Article 18 Labor and Work.....	23
18.1 Labor and Work.....	23
Article 19 Federal Financial Assistance, Administrative, and National Policy Requirements.....	23
19.1 Uniform Administrative Requirements for Federal Awards.....	23
19.2 Federal Law and Public Policy Requirements.....	23
19.3 Federal Freedom of Information Act.....	23
19.4 History of Performance.....	23
19.5 Whistleblower Protection.....	23
19.6 External Award Terms and Obligations.....	24

19.7	Incorporated Certifications	24
Article 20	Assignment.....	24
20.1	Assignment Prohibited.	24
Article 21	Waiver.....	25
21.1	Waivers.....	25
Article 22	Additional Terms and Conditions	25
22.1	Effect of Urban or Rural Designation.....	25
22.2	Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.....	25
22.3	Disclaimer of Federal Liability.....	25
22.4	Relocation and Real Property Acquisition.....	25
22.5	Equipment Disposition.	26
22.6	Environmental Review	26
22.7	Project Maintenance Requirement.....	27
Article 23	Mandatory Award Information	27
23.1	Information Contained in a Federal Award.....	27
23.2	Federal Award Identification Number.....	28
23.3	Recipient’s Unique Entity Identifier.....	28
Article 24	Construction and Definitions	28
24.1	Schedules.....	28
24.2	Exhibits.....	28
24.3	Construction.....	28
24.4	Integration.....	29
24.5	Definitions	29
Article 25	Agreement Execution and Effective Date.....	29
25.1	Counterparts.....	29
25.2	Effective Date	30

Index of Definitions

Administering Operating Administration..... 7
Environmental Review Entity 26
Federal Share..... 11
FRA 7
General Terms and Conditions..... 29
NOFO..... 6
OMB..... 12
Program Statute..... 29
Project 29
Project Closeout 16
Project Cost Savings..... 11
RAISE Grant 29
Recipient..... Project-Specific Recitals
Technical Application 29
USDOT 6

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) appropriated funds to the United States Department of Transportation (the “USDOT”) for fiscal year 2022 under the heading “National Infrastructure Investments.” The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the RAISE grant program.

On January 14, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “FY 2022 National Infrastructure Investments” and funding opportunity number DTOS59-22-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on March 22, 2022, (the “NOFO”) solicited applications for Federal financial assistance under the fiscal year 2022 RAISE grant program. On August 11, 2022, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2022 RAISE grant program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through J. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1 PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2 USDOT ROLE

2.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the RAISE grant program, the approval of this agreement, and any modifications to this agreement under section 15.1.

- (b) The Federal Railroad Administration (the “**FRA**”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FRA.

2.2 USDOT Program Contacts.

FRA Office of Infrastructure Investment
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
(202) 493-6381
FRA-Grants@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
RAISEGrants@dot.gov

**ARTICLE 3
RECIPIENT ROLE**

3.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 19.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30

calendar days of any change in key personnel who are identified in section 4 of schedule A.

ARTICLE 4 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 4.1 Federal Award Amount.** The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.
- 4.2 Federal Funding Source.**
- (a) If section 4 of schedule F identifies the Funding Act as “IIJA,” then the RAISE Grant is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).
 - (b) If section 4 of schedule F identifies the Funding Act as “FY2022,” then the RAISE Grant is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).
 - (c) If section 4 of schedule F contains a table that lists separate amounts for “IIJA” and “FY2022,” then the amount listed for “IIJA” is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for “FY2022” is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).
- 4.3 Federal Obligations.** This agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount.
- 4.4 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed as the “Federal Funding Period” in ¶ 5 on the agreement cover sheet. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.
- 4.5 Period of Performance.** The period of performance for this award is listed as the “Project Performance Period” in ¶ 4 on the agreement cover sheet. In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 5.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete

the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project’s activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the end of the budget period defined in section 4.4; or
- (3) a schedule change would require the period of performance to continue after the end of the period of performance defined in section 4.5.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

- (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
- (2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project’s budget to the amounts listed in the “Project Budget by Source” table in section 3 of schedule D:

- (1) the “Non-Federal Funds” project contribution amount decreases; or
- (2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

- (d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration’s requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, “**Project Cost Savings**” means the difference between the actual eligible project costs and the total eligible project costs that are listed in the “Project Budget by Source” table in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in the “Project Budget by Source” table in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in the “Project Budget by Source” table in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient’s proposal under section 5.4(d), then:

- (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
- (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the total “RAISE Funds” and “Other Federal Funds” amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 15.1.

ARTICLE 6 GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

- 6.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 6.3 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 7 PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications.

- (a) On or before the 30th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification that contains, for the previous quarter:
- (1) a complete FRA Form 34¹;
 - (2) a certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements); and
 - (3) the certification required under 2 C.F.R. 200.415(a).

If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

- (b) On or before the 30th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT through GrantSolutions a Federal Financial Report (SF-425) covering the previous calendar year quarter.

7.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the period of performance, the Recipient shall submit

- (1) a final Quarterly Project Progress Report and Recertification in the format and with the content described in section 7.1(a) for each Quarterly Project Progress Report and Recertification;

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

- (2) a final SF-425 through GrantSolutions;
- (3) a Final Performance Report FRA Form 33 as provided by FRA²; and
- (4) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 8 PERFORMANCE REPORTING

8.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then:

- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and
- (2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

8.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then

- (1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and
- (3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the

² FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Report. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then the Recipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

ARTICLE 9 NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 9.1(b); or
 - (2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 9.1, the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 9.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

9.3 Other Oversight Entities. Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10
AGREEMENT TERMINATION

10.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;
 - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
 - (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
 - (5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or
 - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

10.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's

authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

- (a) The end of the budget period described under section 4.4 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The end of the period of performance described under section 4.5 does not terminate this agreement or the Recipient's obligations under this agreement.
- (c) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit the USDOT's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R.

200.301–200.303 and 2 C.F.R. 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 RAISE grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

- (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2022” in the program name; and
- (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

11.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 12 CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

12.2 Buy America.

(a) Steel, iron, and manufactured goods used in the Project are subject to 49 U.S.C. 22905(a), as implemented by the Federal Railroad Administration, as if this award were to carry out chapter 229 of title 49, United States Code. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. 22905(a)(1) nor a finding under 49 U.S.C. 22905(a)(2).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.3 Small and Disadvantaged Business Requirements. The Recipient shall expend all other funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”), and to the extent applicable, 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).

12.4 Engineering and Design Services. [Reserved]

12.5 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.7 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

12.8 Subaward and Contract Authorization. [Reserved]

ARTICLE 13 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the RAISE grant program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. If the Recipient requires access to that system, the Recipient shall contact the USDOT contact listed in section 5 of schedule A.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement) and shall submit supporting cost detail to document clearly

all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred by task and by Federal and Non-Federal funds. The Recipient shall classify all costs by task described in section 2 of schedule B and by Federal and non-Federal shares.

- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.9 Reimbursement Request Timing Frequency. If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” the Recipient shall request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient shall not submit any single payment request exceeding \$99,999,999.99. The Recipient shall not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies the USDOT 5 days before submitting the request.

ARTICLE 14 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 14.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

14.2 Funds Cancellation.

- (a) RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2031, and then unavailable for any purpose, including adjustments.
- (b) RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) remains available until expended.
- (c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 15 AGREEMENT MODIFICATIONS

15.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party

may request to amend, modify, or supplement this agreement by written notice to the other party.

15.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

15.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 15.3, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

15.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

**ARTICLE 16
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE**

16.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

**ARTICLE 17
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

17.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

**ARTICLE 18
LABOR AND WORK**

18.1 Labor and Work. Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

**ARTICLE 19
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

19.1 Uniform Administrative Requirements for Federal Awards. The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the other entity receiving funding under this agreement is a non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Subrecipient is a for-profit entity.

19.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

19.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

19.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

19.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross

mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

19.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 24, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

- (b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

19.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 20 ASSIGNMENT

20.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 21 WAIVER

21.1 Waivers.

- (a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.
- (b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.
- (c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 22 ADDITIONAL TERMS AND CONDITIONS

- 22.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 22.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.** If section 3 of schedule F lists “Yes” for the “HDC or APP Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.
- 22.3 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
- 22.4 Relocation and Real Property Acquisition.**
- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
 - (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.

- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

22.5 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and
 - (2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 22.5 for all tiers of subawards under this award.

22.6 Environmental Review.

- (a) In this section, “**Environmental Review Entity**” means:
 - (1) if the Project is located in a State that has assumed responsibilities for environmental review activities as may be authorized by law, including under 23 U.S.C. 327, and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FRA.
- (b) Except as authorized under section 22.6(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

- (c) If the Recipient is purchasing railroad components or materials that can be used for other projects or resold, then the Recipient shall comply with 23 C.F.R. 771.113(d)(4).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity’s actions under section 22.6(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
 - (1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of schedule B identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

22.7 Project Maintenance Requirement. The Recipient shall ensure that the Project Property is maintained in good operating order and in accordance with 2 C.F.R. 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that the USDOT, including FRA, may issue.

ARTICLE 23 MANDATORY AWARD INFORMATION

23.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 25.2;

(2) the “Assistance Listings Number” is 20.933 and the “Assistance Listings Title” is “National Infrastructure Investments”; and

(3) this award is not for research and development.

23.2 Federal Award Identification Number. The Federal Award Identification Number is listed in ¶ 2 on the agreement cover sheet as the “Agreement Number.”

23.3 Recipient’s Unique Entity Identifier. The Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed in ¶ 1B on the agreement cover sheet.

ARTICLE 24 CONSTRUCTION AND DEFINITIONS

24.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work

24.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to FRA Grant Agreements Under the Fiscal Year 2022 RAISE Grant Program,” dated March 1, 2023, and available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content

24.3 Construction.

(a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
- (2) a reference to a section or other subdivision of a schedule listed in section 24.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 24.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.4 Integration. This agreement constitutes the entire agreement of the parties relating to the RAISE grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the RAISE grant program and awards under that program.

24.5 Definitions. In this agreement, the following definitions apply:

“**General Terms and Conditions**” means this document, including articles 1–25.

“**Program Statute**” means the collective statutory text:

- (1) at 49 U.S.C. 6702;
- (2) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- (3) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2022 Pub. L. No. 117-103 (Mar. 15, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

“**RAISE Grant**” means an award of funds that were made available under the NOFO.

“**Technical Application**” means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 25

AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and Lincoln County, Wyoming (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Lincoln County Rural Planning Project (the “**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 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FRA Projects,” dated March 1, 2023, which is attached to this agreement. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement. For convenience, the General Terms and Conditions are also available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>, but if there are any differences between the version attached to this agreement and the version available at that hyperlink, only the version attached to this agreement is applicable.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (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, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Lincoln County Rural Planning Project

Application Date: April 12, 2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Name	Mary Crosby
Title	Grant Proposal Writer
Agency	Lincoln County
Mailing Address	925 Sage Avenue, Suite 112, Kemmerer, WY 83101
Phone Number	307-877-2046
Email Address	mary.crosby@lincolncountywy.gov

4. Recipient Key Personnel.

Name	Mary Crosby
Title	Grant Proposal Writer
Agency	Lincoln County
Mailing Address	925 Sage Avenue, Suite 112, Kemmerer, WY 83101
Phone Number	307-877-2046
Email Address	mary.crosby@lincolncountywy.gov

5. USDOT Project Contact(s).

Name	Richard Gil
Title	Project Manager
Agency	Federal Railroad Administration
Mailing Address	1200 New Jersey Ave. SE, Washington, DC 20590
Phone Number	202-843-2905
Email Address	richard.gil@dot.gov

6. Payment System.

USDOT Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This agreement between the USDOT and the Recipient provides \$1,790,000 to develop a pre-NEPA, Conceptual Plan that will outline upgrades to the freight rail system and intermodal connections to it, assess green fuel options, and improve public transit access.

2. Statement of Work.

I. BACKGROUND

This planning Project will develop a plan to improve several aspects of transportation in Wyoming, including an upgrading of the freight rail system, the placement of electric vehicle charging stations, and improvements in public transit. The Project will find areas ripe for freight rail access and associated intermodal facilities, determine optimal locations for electric charging and/or alternate fueling stations for vehicles and study the addition/expansion of public transit for the rural area.

The Project area has been dominated by large corporate entities such as railroads and mining companies that could finance large capital investments. In contrast, public infrastructure has lagged in investment. Highways, largely funded by the USDOT and WYDOT have provided needed transportation infrastructure but local governments, typically, have been unable to fund intermodal elements which would provide opportunity for smaller corporate entities to invest in operations in the area. Prior economic diversification studies (funded by the Economic Development Administration and the Wyoming Business Council) have found that the chemical cluster could be viable for the southwestern Wyoming area. The Wasatch Front in Utah—the area roughly extending from Provo north through Salt Lake City, Ogden, Logan and Tremonton (all part of an inland port)—has some core chemical manufacturers but opportunities for additional companies, or expansion, are limited. The Project area’s relative proximity to the Wasatch Front, in fact, one marketing study dubbed it as the “Wasatch Back,” combined with its minimal population outside of incorporated communities make it a viable location for expanding chemical companies. The lack of intermodal facilities could be a major deterrent.

Transit is almost non-existent. Private companies have difficulty maintaining sufficient business volume due to fluctuating demand. This will be exacerbated by the large, planned TerraPower nuclear project and other carbon capture and sequestration related projects planned in the region which will have large, transient, temporary workforces during construction and smaller numbers of long-term employees. One area which Lincoln County wishes to focus on is extending transportation to the Wind River Reservation as conversations with the two tribes who share the reservation show that there are a significant number of skilled workers from the tribes who work out of state and would be interested in jobs in Lincoln County (or the neighboring Wyoming counties) if there were reliable transit. Transit is important to all workers as many will not be able to obtain housing close to the job sites and will have to commute if a transit option is not available. As mentioned, private transit is minimal and public transit is not much stronger. The one exception is Teton County. Teton County has been working with neighboring counties in

Wyoming and Idaho and Lincoln County wants this planning effort to be in cooperation with Teton County. Health care could be another driving factor in developing transit. It is Lincoln County's intent to use all options that technology has made available to strengthen the existing public and private transit options while developing plans to use impact money from the industrial developments which trigger the Wyoming Industrial Siting Act to Provide the technology and improve services.

The Project area covers many routes to Yellowstone and Grand Teton National Parks. Most visitors drive individual vehicles. These are either their own vehicles or are rented at one of the airports, the largest being Salt Lake International. Many of these visitors have no idea of the vast, remote stretches they will be traveling through, nor do they have any idea of just how many months can turn suddenly cold and snow. Distance and cold weather are particularly daunting for those in EVs. Fast Level III chargers are the gold standard, but in the middle of nowhere, slower Level II chargers would be welcomed. The goal of the project is to plan for as many charger locations (both types) as financially feasible. For the smaller communities, Level II may be the only viable option, however, if it can be combined with a museum, golf course or other attraction, perhaps it can add to the vacation experience.

II. OBJECTIVE

This Project will develop a plan to improve several aspects of transportation in Wyoming, including an upgrade of the freight rail system including necessary intermodal facilities, the identification of sites for the placement of electric vehicle charging/alternate fueling stations, and improvements to public transit. The Project will find areas ripe for freight rail access, determine optimal locations for charging and/or fueling stations for electric vehicles, and study the addition and/or expansion of public transit for the rural area.

Under this grant agreement, no project work activities as described in Tasks 1-7 in Section IV will include any earthwork and/or ground disturbance. If ground disturbance proves necessary, the grantee shall consult with the FRA prior to the planning and initiation of any such work.

If ground disturbing activities (i.e., geotechnical boring, trenching, tree clearing, vegetation removal, etc.) are necessary prior to completion of the planning process for the Project, the Recipient must notify FRA of the proposed work prior to conducting the activities. The Recipient must not proceed with such activities until FRA has reviewed and provide in writing a notice to proceed. FRA will comply with all applicable Federal laws and regulations including but not limited to Section 106 NHPA and Section 7 ESA.

The Project Plan will be developed following the tasks laid out in this agreement. Industry, the public and other governmental entities will be coordinated with to ensure the development of a viable plan which is responsive to local and regional needs. The sparsely populated areas could double in population and still be considered extremely rural. The difference this would make for local governments, if the increased population had quality jobs in industry, would be monumental in terms of the infrastructure which could be supported. This would also benefit the Wasatch Front in Utah if needed suppliers, which are not a good fit in their industrial areas, were

located within a reasonable radius. The Project objective is to strengthen the freight transportation elements which are essential to a strong, resilient economy.

The Project will address transit needs for both residents and workers. The goal is to reduce reliance on private vehicles. The attractiveness of the area for retirees has elevated awareness of the need for transit options especially as younger generations are not as tied to private vehicles as is typical for baby boomers (who, as retirees, sometimes don't want to or can't drive).

EV adoption is low in the rural, intermountain region, due in large part to the long distances and cold weather. People are impressed with the performance of many EVs and the region is reliant on the tourism industry and the need to provide services is understood. The Project will build on studies done in the region on EVs and alternate fuels to develop plans for both Level III and Level II chargers at a variety of tourism attractions. The goal is to reduce range anxiety for those traveling to Yellowstone and Grand Teton National Parks.

III. PROJECT LOCATION

The Project lies in southwestern Wyoming centered on Lincoln County. The closest metropolitan areas over 200,000 people are Salt Lake City, Ogden, and Provo, all in Utah. Southern Lincoln County and its neighbor Uinta County are part of the Utah news channels media market and share numerous social and economic ties with the Wasatch Front. Star Valley, in northern Lincoln County, has close ties to both Ogden/Salt Lake City and to Idaho. In addition, Star Valley is increasingly part of the Jackson-Grand Teton-Yellowstone National Park region, a major draw for tourists and EV drivers.

The study focusses on feasible options regardless of whether they are in Lincoln County, in adjacent Wyoming counties, or in Utah and Idaho (see Figure 1 below). The Study Area will include this larger territory to capture the market demand from industry in the region that would be supported by the planned project proposals. For the EV and Transit portions of the study this also includes the tourism market demand.

Regional Map Showing Counties

Figure 1



IV. DESCRIPTION OF WORK

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Recipient shall prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Recipient and agency review durations), and a detailed Project Budget. Similarly, the Detailed Work Plan should include agreements governing the construction, operation and maintenance of the Project. The FRA will review and approve the Detailed Project Work Plan, Budget, and Schedule.

Unless expressly permitted by pre-award authority in section 5 of schedule D of this agreement, The Recipient shall not begin work on subsequent tasks until (1) the Recipient has completed and submitted to FRA the Detailed Project Work Plan, Budget (including estimated costs for Alternate Task, if provided) and (2) the FRA provides the Recipient with written approval to proceed with subsequent tasks. The FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule for Rail Freight, EV and Transit
- Project Agreements (if applicable)

Task 2: Preliminary Purpose & Need and Public Involvement/Agency Coordination Plan

The Recipient will not commence work Task 2 prior to FRA's acceptance of Task 1 Deliverables. The Recipient acknowledges that work on Tasks 3, 4, 5 and 6 will not commence until the Task 2 Deliverables have been completed, submitted to FRA, and the Recipient has received approval in writing from FRA.

Subtask 2.1: Preliminary Purpose and Need Statement

The Recipient will develop a preliminary Purpose and Need statement to serve as the foundation for the Alternatives Analysis, described in Task 3. The preliminary Purpose and Need statement is for pre-National Environmental Policy Act (NEPA) planning and will be subject to agency and public review and comment as part of NEPA process. The preliminary Purpose and Need statement will address the requirements for the Project to serve as a foundation of the Alternatives Analysis, including the assessment of various route, investment, and design options

that are reflected in potential alternatives. The Recipient will submit the preliminary Purpose and Need statement to FRA for review and approval.

Subtask 2.2: Public Involvement/Agency Coordination Plan

The Recipient will prepare a Public Involvement/Agency Coordination Plan and for the Transit portion of the Project, a Wind River Reservation Tribal Consultation Plan. These plans will identify key contacts within agencies, public officials, tribal agencies/chapters, key contacts within civic and business groups, relevant interest groups, present and potential customers/users, and private service providers/shippers, and other key stakeholder groups and the public. These plans will identify involvement activities linked to key milestones in the planning/engineering and alternatives analysis process, and align with the Detailed Project Schedule from Task 1. The Recipient will submit the Public Involvement/Agency Coordination Plan for FRA review and approval prior to implementation.

Subtask 2.3: Freight/EV/Transit Demand Forecast

The Recipient will prepare a Freight Demand Forecast, which will estimate the tonnage and type of freight commodities produced in the region. This Freight Demand Forecast will support the development of the preliminary Purpose and Need statement by identifying characteristics of the freight corridor required to effectively move the type and quantity of freight produced or projected to be produced. Prior to initiating the Freight Demand Forecast Report, the Recipient will submit to FRA, for approval, a memorandum documenting the methodologies to be employed in carrying out the Freight Demand forecast. The Freight Demand Forecast will determine the level of freight service required to facilitate the transfer of commodities to the national freight network via the local connections in question. This forecast will translate the projected demand into quantity and types of trains (intermodal, merchandise, unit, local) required to transport goods to the connecting freight network. The Freight Demand Forecast will also identify, at a high-level, other freight train characteristics that could impact freight operations and required infrastructure such as train length, trailing tons, and horsepower. The Freight Demand Forecast will support the Alternatives Analysis by establishing the volumes of goods to be transported and the infrastructure investment required to efficiently carry freight from the region to the commercial rail network.

The EV/Alt fuels Demand Forecast will identify locations meeting the identified characteristics for charging (fueling) station locations. The Transit Demand Forecast will identify transportation needs and demands, routes, schedules, as well as support facilities needed to expand transit availability. Prior to initiating the EV and Transit Demand Forecast Report, the Recipient will submit to FRA, for approval, a memorandum documenting the methodologies to be employed in carrying out the EV/Transit Demand forecast.

The findings of the Freight, EV and Transit Demand Forecast Report will be included in the Economic Impact Analysis report under Task 6 and submitted to FRA for approval.

Task 2 Deliverables

Subtask 2.1 and 2.2 Deliverables (these may be submitted as stand-alone or combined reports with the subject matter clearly delineated):

- Preliminary Purpose & Need Statement Addressing Freight, EV/Alt fueling and Transit
- Public Involvement/Agency Coordination Plan
- Tribal Consultation Plan

The Recipient will not submit Subtask 2.3 Deliverables prior to FRA’s acceptance of Task 2.1 and 2.2 Deliverables.

Subtask 2.3 Deliverables (these may be submitted as stand-alone or combined reports with the subject matter clearly delineated):

- Freight Demand Forecast Methodology
- Freight Demand Forecast Report
- EV/Alt Fuel Demand Forecast Methodology
- EV/Alt Fuel Demand Forecast Report
- Transit Demand Forecast Methodology
- Transit Demand Forecast Report

Task 3: Alternatives Analysis

The Recipient will conduct an alternatives analysis to identify a reasonable range of preliminary alternatives for the proposed infrastructure investments within the Study Area, described in Section III. The alternatives analysis will also be informed by Tasks 4 and 5. The preliminary range of alternatives will consist of various options for satisfying the preliminary Purpose and Need statement developed under Task 2, which could be evaluated further in a subsequent environmental analysis.

The Recipient will develop a reasonable range of alternatives, which may vary in terms of routes (“Route Options”), physical infrastructure investments (“Investment Options”), which will be comprised of multiple individual infrastructure projects or “component investments,” and design (“Design Options”) for each component investment in the alternatives.

The Recipient will conduct an assessment of alternatives for each of these types of “Options,” sequentially as separate subtasks (i.e., beginning with Subtask 3.1), as detailed below). Under each subtask, the Recipient will first identify a broad range of “preliminary options” for satisfying the preliminary Purpose and Need statement. Prior to the initiation of work under each subtask, the Recipient will prepare a memorandum describing the methodologies to be employed under the subtask (“Methodology Work Product”), which will include:

- The methods to be used for identifying preliminary options;
- The criteria for determining which of the preliminary options will be carried forward for further analysis, versus those to be screened out and dismissed, including:
 - Metrics (quantitative and qualitative) to be used;

- Method of evaluating preliminary options against those metrics (i.e. measurement methods); and
- Standards, based on the assessment of options against the identified metrics, for determining which options will be carried forward for further analysis, versus those to be screened out and dismissed on the basis of not being a reasonable means of the meeting the Purpose and Need.
- The means for incorporating the analytical outputs of Tasks 4 and 5; and
- The means for incorporating agency and public input in accordance with the Public Involvement/Agency Coordination Plan developed under Subtask 2.2.

The Methodology Work Product for each subtask in Task 3 will be submitted to FRA and the Recipient shall not commence work on the subsequent subtask until the Recipient has received approval in writing from FRA. Then, the Recipient will screen the “preliminary options,” using the methods described in the Methodology Work Product, to determine which options will be advanced for further consideration.

Upon completion of subtask 3.3, the Recipient will submit a Preliminary Alternatives Analysis Report that will summarize the work undertaken in each subtask, and identify the reasonable range of preliminary alternatives that will be advanced for further consideration.

Subtask 3.1: Route Options Analysis

The Recipient will develop and assess, at a high level, potential locations for the proposed new freight rail system components, charging stations, or public transit improvements. In conducting the Route Options Analysis, the Recipient will consider the anticipated operating requirements specified in the preliminary Purpose and Need statement, and identify which Route Options will be carried forward for further analysis, and which will be screened out and dismissed on the basis of not being a reasonable means for satisfying the Purpose and Need.

Subtask 3.1 Work Products (these may be submitted as stand-alone or combined reports with the subject matter clearly delineated):

- Route Options Analysis Methodology Work Product
- Route Options Analysis Final Subtask Work Product
- EV/Alt Fuel Analysis Methodology Work Product
- EV/Alt Fuel Analysis Final Subtask Work Product
- Transit Analysis Methodology Work Product
- Transit Analysis Final Subtask Work Product

Subtask 3.2: Investments Options Analysis

For those Route, EV and Transit Options carried forward for further analysis under Subtask 3.1, the Recipient will develop and assess potential packages of physical investments along those routes that could achieve the operational requirements specified in the preliminary Purpose and Need statement, and identify which Investments Options will be carried forward for further analysis, and which will be screened out and dismissed based on not being a reasonable means of

the meeting the Purpose and Need. The Investment Option Analysis may consider the potential phased implementation of physical investments both in the development of the Investment Options, and in determining which will be carried forward for further analysis.

Subtask 3.2 Work Products:

- Investments Options Analysis Methodology Work Product for Freight Service, EV and Transit
- Investments Options Analysis Final Subtask Work Product for Freight Service, EV and Transit

Subtask 3.3: Design Options Analysis

For each component investment included in the Investments Options carried forward for further analysis under Subtask 3.2, the Recipient will develop and assess the potential designs for that component investment. The Recipient will subsequently identify, for each component investment, which design options will be carried forward for further analysis, and which will be screened out and dismissed on the basis of not being a reasonable means of the meeting the Purpose and Need. Taken together, the route and investments options carried forward under Subtask 3.1 and 3.2, respectively, and the corresponding design options carried forward under Subtask 3.3, will comprise the fully-defined Preliminary Range of Preliminary Alternatives for the proposed infrastructure investments.

Subtask 3.3 Work Products:

- Design Options Analysis Methodology Work Product for Freight Service, EV and Transit
- Design Options Analysis Final Subtask Work Product for Freight Service, EV and Transit

Task 3 Deliverable:

- Preliminary Alternatives Analysis Report for Freight Service, EV and Transit

Task 4: Project Development

The Recipient is responsible for Project development work, encompassing Project planning and engineering analysis, to support the development and screening of alternatives, concurrently with Tasks 3. Task 4 is divided into subtasks, and the completion of each subtask will result in a Final Subtask Work Product summarizing the work undertaken in and results of that subtask.

The Recipient will provide, prior to the initiation of work under each subtask in Task 4, a Work Product documenting the methodologies to be employed in the work comprising that subtask. The Methodology Work Product for each subtask in Task 4 will be submitted to FRA and work will not commence on a subtask until the Recipient has received approval of the subject Methodology Work Product in writing from FRA.

Task 4 will culminate in a Project Development Report that will document the Project development outputs for those alternatives included in the Preliminary Range of Reasonable Alternatives that is identified at the completion of Task 3.

Subtask 4.1: Specification of Detailed Operational Requirements and Data Collection

The Recipient will begin Task 4 by translating the general operational requirements consistent with the preliminary Purpose and Need statement and described in the Freight/EV/Transit Demand Forecast from Task 2 into a set of detailed operating requirements appropriate for supporting service planning, addressing:

- Train volumes (by operator/train type, and including all transfer, yard, local, and deadhead moves)
- Train characteristics (length, trailing tons, horsepower)
- Train routings through the Study Area (entry/exit and origination/destination points)
- Specific operating timetables for scheduled services, or operating windows for unscheduled service
- Maintenance-of-way window requirements
- Public and employee timetables
- EV/Alt fueling demand and viable options by season of year
- Transit demand by type—worker, tourist, medical care and viable options for each

In support of the detailed operations requirements, the Recipient will also identify preliminary operators and/or organizations responsible for the management, operations, and maintenance of any proposed new intermodal facility, transit facility or EV/Alt station.

Subtask 4.1 Work Products:

- Specification of Detailed Operational Requirements Methodology Work Product for Freight Service, EV and Transit
- Specification of Detailed Operational Requirements Final Subtask Work Product for Freight Service, EV and Transit

Subtask 4.2: Operations Analysis

In support of the development and screening of alternatives undertaken under Task 3, the Recipient will undertake operations analysis of the various options under consideration to identify infrastructure investments for implementing the Project. The Recipient will use appropriate tools, such as train/transit performance calculators and railroad operations simulation software, in performing the operations analysis. Throughout the operations analysis, the Recipient will ensure that an appropriate degree of oversight and transparency is maintained.

Recipient will analyze EV/Alt fueling locations' operation and maintenance costs utilizing past studies that identified electric costs, updated as appropriate, and identifying other costs which will impact long-term viability of any potential site.

Recipient will analyze the various options under consideration for Transit improvements and will use appropriate tools such as simulation software in performing the operations analysis to screen alternatives developed in Task 3.

The Recipient will outline the methodology to be used for this task in the Operations Analysis Methodology Work Product. The Recipient will ensure FRA concurs with the operations analysis approach prior to commencing operations analysis through the approval of the Operations Analysis Methodology Work Product.

Subtask 4.2 Work Products:

- Operations Analysis Methodology Work Product for Freight Service, EV and Transit
- Operations Analysis Final Subtask Work Product for Freight Service, EV and Transit

Subtask 4.3: Support Facilities and Access Analysis

The Recipient will prepare a Support Facilities and Access Analysis to identify the types and locations of support facilities required to operate intermodal freight service, such as yard, transload facilities, and maintenance-of-equipment facilities. Prior to commencing this analysis, FRA will approve the methodology to identify and locate required support facilities. The Recipient will submit the Support Facilities and Access Analysis to be approved by FRA and incorporated into the Operations Requirements (Subtask 4.1) and Conceptual and Early Preliminary Engineering Analysis (Subtask 4.3).

The Recipient will prepare a Report and Analysis to identify viable locations for EV/Alt fueling locations and approved methodology to determine any needed infrastructure for viable locations.

The Recipient will prepare a Report and Analysis to identify the types and locations of support facilities required to operate Transit, such as additional stops, park and ride lots, bus storage and/or bus servicing locations.

Subtask 4.3 Work Products:

- Draft Support Facility and Access Analysis for Freight Service, EV and Transit
- Final Support Facility and Access Analysis for Freight Service, EV and Transit

Subtask 4.4: Conceptual and Early Preliminary Engineering

In support of the development and screening of alternatives undertaken under Task 3, the Recipient will develop conceptual and early preliminary engineering for the Investment and Design Options under consideration.

The Investment Options Analysis will be supported by conceptual-level engineering, which will address, at a minimum, and for each component investment, the following:

- The specific operational objectives and functional requirements of the component investment
- The location of the component investment
- For track designs, a linear scale schematic showing track configuration, turnout sizes and type (powered, hand thrown, etc.), proposed signal locations, distance between signals, limits of signalization, limits of curves with degree of curvature, and proposed speeds, including a comparison (through parallel drawings) of the existing and proposed designs

The Design Option Analysis will be supported by early-preliminary-level engineering, which will address, at a minimum, and for each component investment, the following:

- The physical feasibility of the design
- The ability of the proposed design to fulfill the operational objectives and functional requirements of the specific component investment (as established in the Investment Options Analysis)
- The general constructability of the design, including consideration of potential construction phasing to allow for the continuation of operations during the construction period
- The adequacy of the design to support a future detailed site-specific environmental analysis of the component investment
- Scale drawings of proposed track designs, showing track configuration, turnout sizes and type (powered, hand thrown, etc.), proposed signal locations, distance between signals, limits of signalization, limits of curves and curve geometry, gradients and proposed speeds, including (where appropriate) a comparison (as depicted through parallel drawings) of the existing conditions and the proposed designs.

Subtask 4.4 Work Products:

- Conceptual and Early Preliminary Engineering Methodology Work Product for Freight Service, EV and Transit
- Conceptual and Early Preliminary Engineering Final Subtask Work Product for Freight Service, EV and Transit

Subtask 4.5: Capital Cost Estimation

The Recipient will prepare capital cost estimates for each alternative (including unit cost and quantities relating to core track structures and other components), management, design and construction management allowances, and contingencies. At a minimum, these will include an initial high-level cost estimate (based on the Conceptual Engineering developed under Subtask 4.4) to be used to support the Investment Options Analysis, and a more detailed cost estimate (based on the early preliminary-level engineering developed under Subtask 4.4) to be used to support the Design Options Analysis. In developing the Capital Cost Estimation Methodology, the Recipient may refer to FRA's Capital Cost Estimating Guidance, dated August 30, 2016, available at:

https://railroads.dot.gov/sites/fra.dot.gov/files/fra_net/16647/160830%20FRA%20RPD%20Capital%20Cost%20Estimating%20Guidance.pdf.

Subtask 4.5 Work Products:

- Capital Cost Estimation Methodology Work Product for Freight Service, EV and Transit
- Capital Cost Estimation Engineering Final Subtask Work Product for Freight Service, EV and Transit

Subtask 4.6: Operations & Maintenance Cost Estimation

The Recipient will prepare general estimates of operating, maintenance, and capital renewal costs for a 40-year period.

Subtask 4.6 Work Products:

- Operations & Maintenance Cost Estimation Methodology Work Product for Freight Service, EV and Transit
- Operations & Maintenance Cost Estimation Final Subtask Work Product for Freight Service, EV and Transit

Task 4 Deliverable:

- Project Development Report for Freight Service, EV and Transit

Task 5: Environmental Analysis

The Recipient will perform a high-level environmental analysis as part of the development and screening of alternatives concurrently with Tasks 3 and 4. Using desktop analysis, the Recipient will assess the potential for environmental impacts of the preliminary investments and design options developed under Task 3, and employ the outputs of this environmental analysis in the screening of those options. The Recipient will prepare a Preliminary Environmental Analysis Report that will document the potential environmental impacts of those alternatives included in the Preliminary Range of Reasonable Alternatives that is identified at the completion of Task 3, and which will address possible approaches to completing the environmental review of those alternatives, including the potential class(es) of action for subsequent environmental document(s).

Task 5 Work Products:

- Preliminary Environmental Analysis Methodology for Freight Service, EV and Transit

Task 5 Deliverable:

- Preliminary Environmental Analysis Report for Freight Service, EV and Transit

Task 6: Economic Feasibility Analysis

The Recipient will prepare an Economic Feasibility Study that examines the financial viability of the construction and operation of the proposals within the Study Area. The Economic Feasibility study will develop a financial appraisal that considers projected revenues and costs based on the volume of freight carried and the operations and maintenance costs required to provide the freight service based on the outputs from Tasks 3, 4 and 5. The Economic Feasibility study will also develop a discount cash flow analysis and net present value indicators to aid in the development of a financing plan. Additionally, the Economic Feasibility Study will produce a benefits-costs analysis following USDOT's Benefit-Cost Analysis Guidance for Discretionary Grant Programs guidance, dated December 2023, available at:

<https://www.transportation.gov/sites/dot.gov/files/2023-12/Benefit%20Cost%20Analysis%20Guidance%202024%20Update.pdf> to determine the value the Project's suite of projects could offer to the region. The Recipient will provide, prior to the initiation of work under Task 6, a Work Product documenting the methodologies to be employed in the work comprising that subtask.

Task 6 Work Products:

- Economic Feasibility Analysis Methodology for Freight Service, EV and Transit

Task 6 Deliverable:

- Economic Feasibility Analysis for Freight Service, EV and Transit

Task 7: Final Performance Report

The Recipient shall submit this report as required by section 7.2 of the General Terms and Conditions, and the report 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 7 Deliverable:

- Final Performance Report

V. ENVIRONMENTAL COMPLIANCE

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 CFR part 771), FRA has determined that the actions funded under this Agreement as described in Attachment 2, Tasks 1-7 are categorically excluded from detailed environmental review pursuant to 23 CFR 771.116 (c)(1), (3), and (8). In accordance with

Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 CFR 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 USC § 303; 23 CFR part 774).

Categorical exclusions (CEs) are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 CFR 1508.1(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 CFR 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.

If ground disturbing activities (i.e., geotechnical boring, trenching, tree clearing, vegetation removal, etc.) are necessary prior to completion of the planning process for the Project, the Recipient must notify FRA of the proposed work prior to conducting the activities. The Recipient must not proceed with such activities until FRA has reviewed and provide in writing a notice to proceed. FRA will comply with all applicable Federal laws and regulations including but not limited to Section 106 NHPA and Section 7 ESA.

VI. PROJECT COORDINATION

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

- Union Pacific
- WYDOT and counties adjoining Lincoln County, Wyoming as well as any First Nations deemed impacted—the Recipient has determined that for the Transit portion of the planning effort that the Wind River Reservation should be involved to determine potential demand for work related transit services. Specifically, by component, the following shall be coordinated with:
 - a. Freight: - Union Pacific, WYDOT's rail team, Sweetwater County, particularly the Town of Granger and Uinta County, Wyoming.
 - b. Transit: - WYDOT transit team, Teton County, Wyoming and the START Program (existing transit program) and adjoining Wyoming counties of Sublette, Uinta and possibly Sweetwater.
 - c. EV Charging/Alt Fuel: - All adjoining counties in Wyoming, Utah (primarily Rich County) and Idaho (primarily Bear Lake, Caribou, Bonneville and Teton) with the

emphasis being on the more popular routes to Yellowstone and Grand Teton National Parks

- FRA

VII. PROJECT MANAGEMENT

The Recipient shall facilitate the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Recipient shall monitor and evaluate the Project's progress through regular meetings scheduled throughout the period of performance. The Recipient shall:

- 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
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
 - a. Status of Project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

3. Documents Describing Mitigation Activities.

See Task #5 above.

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: See section 4.4 of the General Terms and Conditions

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	6/30/2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$1,790,000.00

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Project Budget by Task

Task #	Task Name	RAISE Funds	Non-Federal Funds	Total Cost
1	Detailed Project Work Plan, Budget, and Schedule	\$80,000	\$0	\$80,000
2	Preliminary Purpose & Need and Public Involvement/Agency Coordination Plan	\$60,000	\$0	\$60,000
3	Alternatives Analysis	\$336,000	\$0	\$336,000
4	Project Development	\$1,100,000	\$0	1,100,000
5	Environmental Analysis	\$24,000	\$0	\$24,000
6	Economic Feasibility Analysis	\$180,000	\$0	\$180,000
7	Final Performance Report	\$10,000	\$0	\$10,000
Total		\$1,790,000.00	\$0	\$1,790,000.00

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
RAISE Funds	\$1,790,000.00	100%
Non-Federal Funds	\$0	0%
Total Eligible Project Costs	\$1,790,000.00	100%

In ¶ 11 of the agreement cover sheet, the amount listed in the “Federal” column is the “RAISE Funds” amount in this schedule D; the amount listed in the “Non-Federal” column is the sum of the “Other Federal Funds,” and “Non-Federal Funds” in this this schedule D.

4. Cost Classification Table.

Omitted. The Recipient shall provide a Project budget by FRA standard cost category with the detailed Project budget that is part of Task #1, as described in section 2 of schedule B.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the Project costs and documented in this section 5. See section 13.3(b) of the General Terms and Conditions.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: NA

Schedule: Grant application listed 7/31/23 completion. Completion date shifted to 6/30/2027.

Budget: NA

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

Fund Source	Application		Schedule D	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
RAISE Funds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

Other: No changes anticipated from application

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: NO

4. Funding Act.

Funding Act: Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021).

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <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>
X	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
X	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	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. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project will benefit a Justice40 tract and none of the proposed actions should negatively impact any of the communities tracked by the EJ Screen tool. The Project includes planning for expanding transit opportunities. The reliance on private vehicles is particularly negative for those with low incomes and transit would provide an alternative. The planning for freight movement by rail could reduce negative impacts to air quality tracked by EJ Screen when implemented. The Project supports planning for EV charging as that is one of the Project's primary focus areas.

**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</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. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</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. <i>(Identify the relevant investments in the supporting narrative below.)</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. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

This is a planning project and while planning itself does not produce actions that improve racial equity or reduce barriers, the plan can address actions that could improve equity and reduce barriers to opportunity. Lincoln County is not particularly diverse racially and the towns and rural areas do not have racial or ethnic communities or neighborhoods. Our primary concerns are supporting the creation of good paying jobs such as those typically represented by unions such as those in the industrial area which the Freight Rail component of this planning project is addressing and providing transit to work sites and health care for those for whom automobile dependence is a barrier (aside from the environmental concerns with individual drivers). The Recipient is planning to coordinate with construction projects resulting from this planning project to incorporate Davis-Bacon requirements and require proof of contacting women, minority, and veteran owned businesses for bidding opportunities as a prime or sub-contractor.

**SCHEDULE J
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:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	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. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	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. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	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. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>

	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	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>
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Since this is a planning project, actions have not yet been taken to create good-paying jobs with the free and fair choice to join a union however the resultant plan will include steps that can be taken before beginning construction to ensure that construction contracts include training and placement programs for underrepresented worker(s) and make

appropriate use of Local Hire provisions. The county would require Davis-Bacon guidelines be followed as well as a process to ensure minority, women and veteran owned businesses have the opportunity to bid as contractors or sub-contractors. The Freight Rail portion of the project is important because it attracts industry that pays living wages with benefits and industries that are comfortable working with a union labor force and the type of business that has already adopted diversity, equity, inclusion, and accessibility (DEIA) principles in the workplace. Transit will enable workers to compete for those jobs who otherwise would not be able to commute to the workplace.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FRA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

MARCH 1, 2023

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 RAISE Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
- c. Hatch Act - 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
- e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. § 4541 et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
- y. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. § 1352
- ee. Freedom of Information Act - 5 U.S.C. § 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
 - mm. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
 - nn. The Wilderness Act – 16 U.S.C. §§ 1131–1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
 - pp. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
 - ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
 - tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38

Specific assurances required to be included in the FY 2022 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 RAISE grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including FRA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 RAISE grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 RAISE Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way.

Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 RAISE grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 RAISE grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of the FY 2022 RAISE grant program, and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 RAISE grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 RAISE Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.