

ADOT CAR No.: IGA 23-0009560-I
AG Contract No.: P0012024000058
Project Location/Name: Downtown Mile
Safety and Connectivity Project
Type of Work: AZ SMART Match
Reimbursement
Federal-aid No.:
ADOT Project No.: T051801C
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. §§ 28-339, 11-952, and 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872

which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning federal grants for surface transportation projects.

5. The Local Agency was awarded AZ SMART Funds for match on the federal grant. The match funds which may be paid or reimbursed are restricted to those identified in the executed federal Grant Agreement (GA).
6. The Local Agency is the successful direct recipient of a 2022 Nationally Significant Freight and Highway Projects Infrastructure for Rebuilding America (INFRA) Grant for the pedestrian safety improvements and freight and passenger rail infrastructure enhancements along approximately one-mile of the Burlington Northern and Santa Fe (BNSF) Southern Transcontinental Corridor, (the "Project"). The Project includes a pedestrian underpass at Rio de Flag, replacement and relocation of the existing BNSF bridge over Milton Road to allow for the future widening of the road and increased vertical clearances, a pedestrian underpass at Florence-Walnut, and the installation of pedestrian gates at the Beaver Street and San Francisco Street at grade highway-rail crossing. The purpose of this Agreement is for the State to reimburse the Local Agency an amount not to exceed \$3,000,000, as shown on the AZ SMART Application, Exhibit A, of eligible match funds for the Project.
7. The maintenance within the State's right of way and inspection services will be addressed in a separate agreement.
8. The foregoing Recitals and all Exhibits referred to in and attached are incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. To adhere to A.R.S. § 28-339.
 - b. The Local Agency will enter into a GA with FHWA that identifies the INFRA requirements, as shown on Exhibit B. The Local Agency will provide the GA and any changes made in the GA to ADOT in a timely manner which may require an amendment to this Agreement.
2. The State will:
 - a. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Project costs, reimburse the Local Agency for eligible match on costs incurred in an amount not to exceed \$3,000,000, the amount of the AZ SMART Funds approved and programmed for the Project.
 - b. Issue, in accordance with the established procedures of the State's Northcentral District Permit Office, a permit for the initial construction of the Project, separate permits for

related pre-construction activities (such as pot-holing, utility work, survey etc), and a permit on a yearly basis for routine maintenance and emergency work, as applicable where the Project is within State right of way. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when all pertinent requirements have been met, including appropriate insurance documents are provided as required by ADOT Risk Management.

3. The Local Agency will:

- a. Submit to ADOT for review, approval, and reimbursement, at least quarterly and no more than monthly, an invoice(s) on ADOT's Progress Payment Report Form, Exhibit C, and documentation of payment for eligible Grant match costs incurred for the Project not to exceed \$3,000,000, the amount of AZ SMART Funds approved and programmed for the Project. Any costs incurred prior to the date of obligation of the federal grant are not eligible for reimbursement from the AZ SMART Fund.
- b. Submit an encroachment permit application with all required documentation to the State's Northcentral District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work, as applicable where the Project is within State right of way. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work to keep that permit valid. Notify the State's Northcentral District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- c. Enter into agreements with and make all payments directly to the required consultants and/or professional services for the Project.
- d. Submit to ADOT the Closeout Letter, as shown on Exhibit D, with the final invoice request.
- e. Ensure applicable State and federal design guidelines are followed for the Project.
- f. Ensure that all applicable Code of Federal Regulations ("CFRs") Title 23 Part 710 and Title 49 Part 24 are followed, and will comply with the FHWA approved ADOT Right of Way Procedures Manual as required by the CFRs for obtaining right of way clearance on federal aid projects.
- g. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Northcentral District Permits Office.
- h. Provide quarterly reports to ADOT at AZSMART@azdot.gov regarding the status of the Project and other Project or federal grant information as requested by ADOT.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. **Cancellation.** This Agreement may be cancelled at any time by either Party prior to the exchange of any AZ SMART Funds and after 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs paid by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall have no further obligations to reimburse AZ SMART Funds to the Local Agency.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. **Liability.** ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the Local Agency. The Local Agency is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.
7. **Federal Funding Accountability and Transparency Act.** The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. **Single Audit.** The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also

known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov

9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
11. Records. The Applicant is required to retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years after the date of the final payment of AZ SMART Funds from ADOT. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT or the State Auditor General.
12. Audit. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

18. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: AZ SMART Fund Program
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602-712-7112
azsmart@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: AZ SMART Fund Program
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602-712-7112
azsmart@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF FLAGSTAFF

By _____ Date _____
BECKY DAGGETT
Mayor

ATTEST:

By _____ Date _____
STACY SALTZBURG
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
MATT MOUL, PE
Multimodal Planning Division Director

This Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

IGA 23-0009560-I

Exhibit A

Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund Application

Each application may address only one Project and one Federal Grant. Additional Projects and/or Federal Grants require a separate application. See the Application Guidelines for important information and detailed instructions for completing this Application. To ensure the Application is Administratively Complete and will be presented to the State Transportation Board, please respond to all questions and submit all requested documents.

Document Checklist: the following documents required to be uploaded to complete this application (PDFs required for all uploaded documents):

1. Documentation evidencing the COG/MPO approval to apply to the AZ SMART Fund
2. Map showing Project location (for infrastructure projects and studies).
3. Documentation showing the Project cost estimates (scoping document, cost estimation form, etc.).

NOTE: Careful attention should be given to developing the cost estimate as the Applicant is responsible for all costs exceeding the amount awarded from the AZ SMART Fund and/or a Federal Grant.

Email *

ccameron@flagstaffaz.gov

Applicant Information

Please answer all the questions below.

1. Name of Applicant City, Town or County *

City of Flagstaff

2. Name of Contact Person for Applicant *

Stacey Brechler-Knaggs

3. By checking the box below, the Contact Person for the Applicant certifies they have read and agree to the **Program Guidelines and Application Instructions** for the AZ SMART Fund Program. *

I have read and agree to the Program Guidelines and Application Instructions for the AZ SMART Fund Program.

4. Contact's Title *

Grants, Contracts & Emergency Management Director

5. Contact's Full Mailing Address *

211 West Aspen Avenue, Flagstaff, AZ 86001

6. Contact's Office Phone # *

928-213-2227

7. Contact's Business Cell Phone # (if applicable)

8. Contact's Business Email Address *

sknaggs@flagstaffaz.gov

9. Select the Applicant's COG/MPO. *

Flagstaff Metropolitan Planning Organization (MetroPlan) ▼

Project Information

Please answer all the questions below.

NOTE regarding ADOT project design administration (PDA) fees: If requesting ADOT administration of the Project, ADOT PDA fees will apply. These fees are eligible for AZ SMART Funding only when included in an Application for Design and Other Engineering Services or for Match on a federal grant application which will include design. The PDA fees shown below are initial estimates only and may be more or less, depending on the Project. By submitting this application, the Applicant understands that ADOT may bill additional PDA fees and agrees to pay such fees. Any fees not required for the Project will be refunded to the Applicant upon approval of the Project final voucher.

- Certification Accepted (CA) agencies - \$10,000 initial fee
- Non-CA agencies - \$30,000 initial fee

10. Select the Project Type. *

 Road Bridge Transit Rail Other: Road, Bridge, Rail, and Multimodal

11. Project Name - enter a brief, intuitive name. *

Downtown Mile Safety and Connectivity Project


12. Enter the Project limits as applicable. If an infrastructure Project is infrastructure, provide the name of the road and "From" and "To" Mileposts or Cross Streets. If a non-infrastructure project, enter the geographic area to which the plan or study will relate. *

Downtown Flagstaff, Arizona. 2,000 LF of BNSF rail corridor reconstruction west of the ADOT Milton Road B40 Underpass. 2,000 LF of BNSF rail corridor reconstruction east of the ADOT Milton Road B40 Underpass. Reconstruction of Milton Road/Rt 66 from Phoenix Avenue to the ADOT Rio de Flag Bridge.

13. Enter the Project's TIP number, if applicable. If the Project is not in the TIP, enter "NA". *

Included in the TIP in October 2022 as amended.

14. Submit written documentation evidencing the COG/MPO approval to submit the Project to the AZ SMART Fund program (PDF format only). *


 MetroPlan appro...

15. Project Description - Provide a concise, specific description of the Project, including the type of work to be performed and benefits to be realized (25,000 character maximum, including spaces and punctuation). *

The Downtown Mile Project improvements include two new pedestrian underpasses under the BNSF Railway corridor, reconstruction of Milton Road/Rt 66 from Phoenix Avenue to the ADOT Rio de Flag bridge, reconstruction of the Milton/Santa Fe/Sitgreaves intersection, reconstruction of the ADOT Milton Underpass/BNSF rail bridge, safety improvements of the at-grade rail crossings at Beaver Street and San Francisco Street, and rail main line improvements. Benefits include pedestrian safety and connectivity, freight and passenger rail efficiency and safety, improvement of a substandard clearance undercrossing on a state highway, and capacity for future widening of Milton Road under the new bridge structure. This is a multi-partnership project.

The City of Flagstaff was awarded a 2022 USDOT INFRA grant in September 2022 for construction funding for the Downtown Mile Project. As applicant, the City is the eligible local government agency.

16. Please upload a map showing the Project location or study area (PDF format only).

 DTM exhibit - Chr...

17. Is the Project entirely in the Applicant's Right of Way? For non-infrastructure projects, check "Not applicable." *

- Yes
- No
- Not applicable

18. If Project involves ADOT Right of Way, has the Applicant discussed the Project and obtained the consent of the applicable ADOT District office to proceed with this grant application? If no ADOT Right of Way or a non-infrastructure project, check "Not applicable." *

- Yes
- No
- Not Applicable

19. If Project involves privately-owned or another jurisdiction's Right of Way, has the Applicant discussed the Project with owner and obtained its consent to proceed with this grant application? If no other Right of Way or non-infrastructure project, check "Not applicable." *

- Yes
- No
- Not applicable

20. Project Schedule - check the boxes to show the State Fiscal Years in which each phase is scheduled to begin. Check only ONE box in each row. Non-infrastructure projects - check the boxes under Not Applicable for each row. **NOTE:** the State Fiscal Year runs from July 1 through June 30. *

	2023	2024	2025	2026	Not Applicable
Design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (for non-infrastructure projects)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

21. Project Status - check the boxes to indicate the status of each phase. Check only ONE box in each row. Non-infrastructure projects - check the boxes under Not Applicable for each row. *

	Not started	In progress	Completed	Not Applicable
Scoping/Pre-Design	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Design	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Right of Way Acquisition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (for non-infrastructure projects)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

22. Design Status - for each Stage, check one box to indicate the Project's Design Status. Non-infrastructure projects - check the boxes under Not Applicable for each row.

	Not started	In progress	Completed	Not Applicable
Stage 1, 15% design	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stage 2, 30% design	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stage 3, 60% design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stage 4, 95% design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stage 5, 100%	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

23. Cost Estimate for Scoping/Pre-design - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

\$200,000

24. Enter the date of the Scoping/Pre-design estimate. Enter "NA" if not applicable. *

N/A

25. Cost Estimate for Design - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

\$4,000,000

26. Enter the date of the Design estimate. Enter "NA" if not applicable. *

3/1/2022

27. Cost Estimate for Right of Way - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

0

28. Enter the date of the Right of Way estimate. Enter "NA" if not applicable. *

N/A

29. Cost Estimate for Utilities - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

0

30. Enter the date of the Utilities estimate. Enter "NA" if not applicable. *

N/A

31. Cost Estimate for Construction - enter in whole dollars (for example, 250,000). Enter "0" if not applicable. *

\$56,300,000

32. Enter the date of the Construction estimate. Enter "NA" if not applicable. *

5/1/2022

33. Cost Estimate for Other - enter in whole dollars (for example, 250,000) . Enter "0" if not applicable. *

0

34. Enter the date of the Other estimate. Enter "NA" if not applicable. *

N/A

35. Do the estimates provided reflect costs on a Year of Expenditure basis? Note: Year of Expenditure basis means the costs have been inflated in later years. *

Yes

No

36. Please indicate the source of the Project Cost Estimates entered above. *

Developed by the Applicant

Developed by an engineering consultant

Other: Developed by both applicant and consultant

37. Please upload documentation (PDF format only) showing the Project cost estimates (scoping document, cost estimation form, etc.). *



AZ SMART Fund Request

Please answer all the questions below.

NOTE: Careful attention should be paid to developing a thorough and complete cost estimate on a year of expenditure basis. The Applicant will be responsible for all costs which exceed the amount of an AZ SMART Fund or federal grant award. ADOT has developed a Project Cost Estimating Tool which is available on the AZ SMART Fund webpage under Application Materials. This tool is provided as a courtesy only and does not purport to cover all possible costs or scenarios. Applicants are ultimately responsible for determining the Project cost estimate.

Unless the NOFO/NOFA includes the option to be a direct recipient, both CA and non-CA agencies should include initial project development fees for road/bridge/rail projects. For transit projects, an administration fee of 10% of the total project cost will apply.

38. County Applicants with population of 100,000 or less and municipalities with population of 10,000 or less **ONLY**: Enter the amount requested for Reimbursement of up to 50% of the costs associated with developing and submitting an application for the Federal Grant identified below. **The amount entered below should be no more than 50% of the total estimated costs of developing and submitting the grant** - enter in whole dollars (for example, 250,000).

.....

39. Enter the amount requested from the AZ SMART Fund for Match for the Federal Grant identified in this application - enter in whole dollars (for example, 250,000). If not requesting Match, skip this question.

\$6,000,000

.....

40. Beyond the amount requested from the AZ SMART Fund, enter the dollar amount of Matching cash funds to be committed by the Applicant for the Project in the Federal Grant identified in this application. If not requesting Match, skip this question.

\$21,640,000

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41. Enter the percent to the second decimal place (for example, 15.05%) of Matching cash funds which will be provided by just the Applicant in the Federal Grant application - do not include the amount requested from the AZ SMART Fund. See Application Guidelines for directions to calculate the percentage. If not requesting Match, skip this question.

42.34

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42. Enter the amount requested from the AZ SMART Fund for reimbursement of design and other engineering services expenditures that meet federal design standards for Projects eligible for the Federal Grant identified in this application. Enter in whole dollars (for example, 250,000). If not requesting design funds, skip this question.

.....

43. Provide the names of any other entities the Applicant will partner with to deliver the Project. Identify and quantify the contribution of each partner(s) (dollar amount of cash match, type of in-kind services, etc.). If none, enter "NA."

BNSF Railway (\$11,000,000), MetroPlan Flagstaff (\$490,000), Arizona Department of Transportation: Milton Corridor Master Plan, Mountain Line: Downtown Connection Center, Amtrak

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Federal Grant

Please answer all the questions below. NOTE: Federal grants eligible under the SMART Fund are federal discretionary grant programs administered by any federal agency for SURFACE TRANSPORTATION PURPOSES.

44. How does the Applicant intend to submit the federal grant application? **Note:** If requesting ADOT * to submit, the following time frames apply:

A. At least thirty (30) day prior to the application deadline in the NOFO for the applicable federal discretionary grant, the Applicant is required to submit the ADOT Grant Coordination Support Request Form at <https://apps.azdot.gov/files/mvd/mvd-forms-lib/42-0103.pdf>.

B. At least seven (7) days before the NOFO/NOFA deadline, the completed application materials must be provided to the ADOT Grant office for submission.

Applicant or consultant will submit directly

Applicant requests ADOT to submit

Other: The Applicant submitted directly in May 2022.

.....

45. How does the Applicant intend to administer the Project if awarded a federal grant? *

Be a direct recipient if allowed in the NOFO

Request ADOT administration (Project development administration fees will apply)

Other:

46. Select the Federal Grant for which the Applicant intends to submit the Project - select one grant only. If the desired grant is not listed, select Other and provide the name of the grant and the applicable federal agency. **NOTE:** This list does not include all federal discretionary grants and may contain grants that are not currently available or funded. Applicants are responsible for conducting their own research to identify an appropriate federal grant for their Project. *

- Active Transportation Infrastructure Investment Program
- Bridge Investment Program
- Defense Community Infrastructure Pilot
- Grants for Charging and Fueling Infrastructure
- Local and Regional Project Assistance (RAISE)
- Multi State Freight Corridor Planning
- National Culvert Removal, Replacement and Restoration Grant Program
- National Infrastructure Project Assistance (MEGA)
- Nationally Significant Freight and Highway Projects (INFRA)
- PROTECT Grant Program
- Reconnecting Communities Pilot Program
- Rural Surface Transportation Grant Program
- Safe Streets and Roads for All Program (SS4A)
- Strategic Innovation for Revenue Collection
- Strengthening Mobility and Revolutionizing Transportation Grant Program
- Wildlife Crossing Safety
- Rail - Consolidated Rail Infrastructure and Safety Improvements Grants
- Rail - Fixed Guideway Capital Investment Grants
- Rail - Restoration and Enhancement Grants
- Rail - Railroad Crossing Elimination Program
- Transit - All Stations Accessibility
- Transit - Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants Program
- Transit - Buses and Bus Facilities Program

- Transit - Develop Interoperable Standards for Bus Exportable Power Systems (BEPS)
- Transit - Innovative Coordinated Access and Mobility (ICAM) Pilot Program
- Transit - Low-No Emission Vehicle Program
- Transit - Public Transportation Innovation Program
- Transit - State of Good Repair Grants Program
- Transit - Technical Assistance, Standards Development, and Workforce Development Programs
- Other:

47. In what Federal Fiscal Year does the Applicant intend to submit an application for the Federal Grant? **NOTE:** the Federal Fiscal Year runs from October 1 through September 30. Applications must be submitted prior to the expiration of the Infrastructure Investment and Jobs Act, currently expiring on September 30, 2026. *

The 2022 INFRA grant was awarded in September 2022.

48. Which phase of the Project will be submitted in the Federal Grant application? *

- Design
- Right of Way Acquisition
- Construction
- Other:

For State Purposes only

Adopted at STB meeting on 4/21/23. Action taken:

Approved

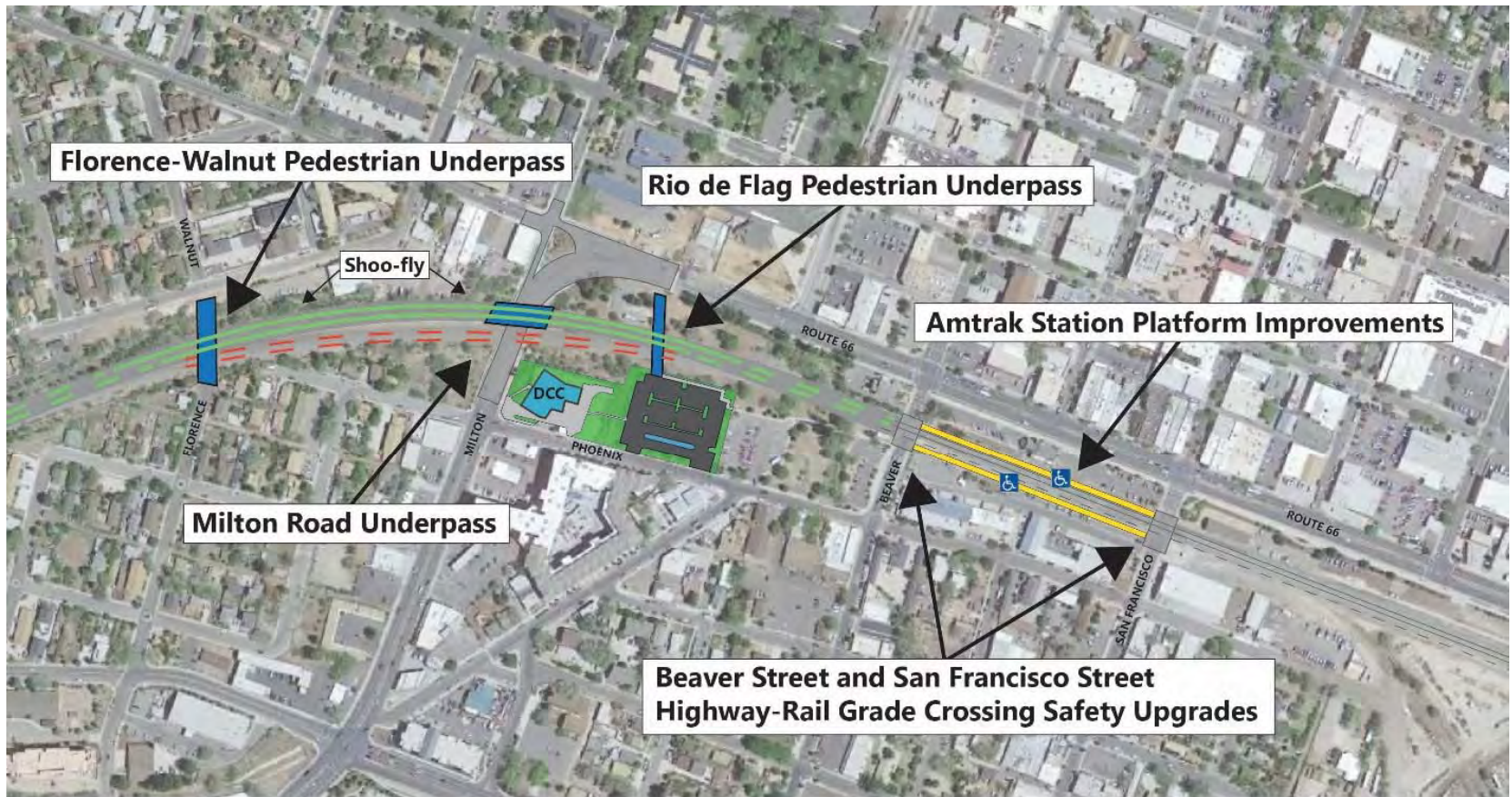
Denied

Modified as shown in the attached document **Awarded amount: \$3,000,000**

City of Flagstaff Downtown Mile Cost Allocation

Project Component	Project Component Cost	Percent of Total Project Cost
Rio De Flag Pedestrian Underpass	\$3,258,000	5.79%
Milton Road Underpass	\$38,200,000	67.85%
Florence to Walnut Pedestrian Underpass	\$3,100,000	5.51%
BNSF Railway Mitigation	\$3,740,000	6.64%
Crossing Upgrades – Beaver Street	\$2,000,000	3.55%
Crossing Upgrades – San Francisco Street	\$2,000,000	3.55%
Right-of-Way/Easements	\$2,200,000	3.91%
Project Administration	\$1,802,000	3.20%
FUTURE ELIGIBLE PROJECT COST	\$56,300,000	100%

As the Lead Applicant, the City of Flagstaff will contribute \$12,840,000 in matching funds towards the Future Eligible Project Cost. BNSF Railway will contribute \$11,000,000 in private match as a Project Partner. The total non-Federal contribution in the amount \$23,840,000 represents 42 percent of the \$56,300,000 Future Eligible Project Cost.



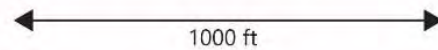
Florence-Walnut Pedestrian Underpass

Rio de Flag Pedestrian Underpass

Amtrak Station Platform Improvements

Milton Road Underpass

Beaver Street and San Francisco Street Highway-Rail Grade Crossing Safety Upgrades





March 7, 2023

ADOT
CITY OF FLAGSTAFF
COCONINO COUNTY
MOUNTAIN LINE
NAU

Dear Ms. Brechler-Knaggs:

I am writing to confirm MetroPlan of Greater Flagstaff's approval for the City of Flagstaff's application submission for SMART funding for the *Downtown Mile* project.

The *Downtown Mile* project is cited in the October 6, 2022 TIP amendment documenting the City of Flagstaff Downtown Mile INFRA Grant in FY23 and in the draft of our Regional Transportation Plan, *Stride Forward*, scheduled for adoption by our Executive Board on April 6, 2023.

As such, we find the *Downtown Mile* project qualifies for SMART funding. Good luck with your application!

EXECUTIVE BOARD

Chair

Jim McCarthy
Councilmember
City of Flagstaff

Vice-Chair

Jeronimo Vasquez
Supervisor District 2
Coconino County

Patrice Horstman
Supervisor District 1
Coconino County

Austin Aslan
Vice-Mayor
City of Flagstaff

Miranda Sweet
Councilmember
City of Flagstaff

Tony Williams
Mountain Line Board of
Directors

Vacant
Arizona State
Transportation Board

Sincerely,

Kate Morley, AICP
Interim Executive Director, MetroPlan Flagstaff

Cc: Lisa Danka, Transportation Programming Manager, ADoT



U.S. Department of Transportation

Federal Railroad Administration

IGA 23-0009560-I
EXHIBIT B

Grant Agreement

1. RECIPIENT NAME AND ADDRESS
CITY OF FLAGSTAFF

211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5359

2. AGREEMENT NUMBER:

3. AMENDMENT NO.

4. PROJECT PERFORMANCE PERIOD: FROM TO

5. FEDERAL FUNDING PERIOD: FROM TO

1A. IRS/VENDOR NO.

6. PRE-AWARD AUTHORITY: No 6A. PRE-AWARD DATE: N/A

1B. UEI. XMMUMPKTLVQ3 1C. DUNS.

7. ACTION New

8. ASSISTANCE LISTING#:

TITLE	FEDERAL	NON-FEDERAL	TOTAL
10. PREVIOUS AGREEMENTS	0.00	0.00	0.00
11. THIS AGREEMENT	32,460,000.00	23,840,000.00	56,300,000.00
12. TOTAL AGREEMENT	32,460,000.00	23,840,000.00	56,300,000.00
12A. OTHER FEDERAL FUNDING			0.00

9. PROJECT TITLE

Downtown Mile Safety and Connectivity Improvement Project

13. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

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

14. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Nationally Significant Freight and Highway Projects - 23 U.S.C. 117

15. REMARKS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

16. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

STACEY BRECHLER-KNAGGS

18. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL

Matthew Mielke
Acting Deputy Director

17. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

Electronically Signed

17A. DATE

08/14/2025

19. SIGNATURE OF AUTHORIZED FRA OFFICIAL

Electronically Signed

19A. DATE

08/14/2025

AGENCY USE ONLY

20. OBJECT CLASS CODE/EXPENDITURE TYPE: 41010

21. ORG. CODE/EXPENDITURE ORG. : 9000000000

22. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND/PROJECT	BY	BPAC/TASK	AMOUNT
69A36525420040INFAZ				

AWARD ATTACHMENTS

CITY OF FLAGSTAFF

69A36525420040INFAZ

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

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2022

INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA) PROGRAM:
FRA PROJECTS

Revision date: April 23, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) (the “**IJA**”) made funds available to the United States Department of Transportation (the “**USDOT**”) for fiscal year 2022 to carry out 23 U.S.C. 117 by providing Federal financial assistance for projects of national or regional significance. The USDOT program administering those funds is the INFRA program.

On March 22, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “INFRA Grants” and funding opportunity number NSMFHP-22-INFRA-22. The notice of funding opportunity posted at Grants.gov, as amended on May 18, 2022, (the “**NOFO**”) solicited applications for Federal financial assistance under the fiscal year 2022 INFRA program. Because the NOFO also made funding available for two other programs, DOT also collected INFRA applications under funding opportunity numbers NIPA-22-MEGA-22 and RSTGP-22-RURAL-22. On September 15, 2022, the USDOT announced application selections under the NOFO for the INFRA program.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2022 INFRA 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 F and H. 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 of national or regional significance to help achieve the goals identified at 23 U.S.C. 117(a)(2). The parties will accomplish that purpose by achieving the following objectives:

- (a) timely completion of the Project; and
- (b) 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 INFRA 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.

OST INFRA Program Manager
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-312
Washington, DC 20590
MPDGrants@dot.gov

and

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

ARTICLE 3 RECIPIENT ROLE

3.1 Statements on the Project.

The Recipient states that:

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

3.2 Statements on Authority and Capacity.

The Recipient states that:

- (a) it has the authority to receive Federal financial assistance under this agreement;
- (b) it has the legal authority to complete the Project;
- (c) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (d) not less than the difference between the total eligible project costs listed in section 3 of Schedule D and the INFRA Grant Amount listed in section 1 of Schedule D is committed to fund the Project;

- (e) 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
- (f) 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 21.7 on behalf of the Recipient.

3.3 USDOT Reliance.

The Recipient acknowledges that:

- (a) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (b) 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;
- (c) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (d) 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 an INFRA Grant to the Recipient in the amount listed in section 1 of Schedule D as the INFRA Grant Amount.

4.2 Federal Funding Source and Year.

- (a) If section 3 of Schedule F identifies the Funding Source as “Trust Fund,” then the INFRA Grant is from INFRA program funding that was made available at IJJA div. A § 11101(a)(5)(A).
- (b) If section 3 of Schedule F identifies the Funding Source as “General Fund,” then the INFRA Grant is from INFRA program funding that was appropriated in IJJA div. J for fiscal year 2022.
- (c) If section 3 of Schedule F contains a table that lists separate amounts for “Trust Fund” and “General Fund,” then the amount listed for “Trust Fund” is from INFRA program funding that was made available at IJJA div. A § 11101(a)(5)(A) and the amount listed for “General Fund” is from INFRA program funding that was appropriated in IJJA div. J for fiscal year 2022.

4.3 Federal Obligations.

- (a) If the Federal Obligation Type identified in section 2 of Schedule D is “Single,” then this agreement obligates for the Budget Period the amount listed in section 1 of Schedule D as the INFRA Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.
- (b) If the Federal Obligation Type identified in section 2 of Schedule D is “Multiple,” then an amount up to the INFRA Grant Amount listed in section 1 of Schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).
- (c) The Obligation Condition Table in section 2 of Schedule D allocates the INFRA Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of Schedule B.
- (d) This agreement obligates for the Budget Period only the amounts allocated in the Obligation Condition Table in section 2 of Schedule D to portions of the Project for which that table does not list an obligation condition.
- (e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of Schedule D to portions of the Project for which that table lists an obligation

condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 15.

- (f) For each portion of the Project for which the Obligation Condition Table in section 2 of Schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if the parties execute an instrument, in the form provided in Exhibit D, documenting that:
 - (1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;
 - (2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and
 - (3) the Recipient states that it is not required to request a modification of this agreement under article 5.
- (g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of Schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).
- (h) INFRA program funding for this award lapses and is unavailable for obligation, by statute, after September 30, 2025.
- (i) The Recipient acknowledges that:
 - (1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of Schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);
 - (2) any portion of the INFRA Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapse on the day after that date and becomes unavailable for the Project; and
 - (3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 10.1.

4.4 Budget Period.

- 4.1** 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 CFR 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 CFR 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 action 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:

- (a) 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;
- (b) a schedule change would require the final budget period of the project to continue after the final budget period end date listed in section 1 of schedule C (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc. will not trigger notification/modification requirements); or
- (c) 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 "INFRA 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 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR part 901).

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 INFRA 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 CFR 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”). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in article 7, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

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 CFR 200.303 (Internal Controls) and 2 CFR Part 200, Subpart F (Audit Requirements); and

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

- (3) the certification required under 2 CFR 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

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

**ARTICLE 8
RESERVED**

**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

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

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 CFR 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 CFR 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 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR part 901).

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-INFRA 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 an INFRA 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 CFR 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 CFR 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 CFR part 200, including 2 CFR 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 CFR 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 CFR 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 CFR 200.302–200.307, 2 CFR 200 subpart F, and title 23, United States Code, 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 INFRA 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 CFR 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 CFR 200.303.

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

11.5 Oversight Responsibilities. This award is subject to the oversight requirements of title 23, United States Code.

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 23 U.S.C. 113, 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 products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
- (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 FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (c) Under 2 CFR 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 CFR 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 comply with 49 CFR part 26, including any amendments thereto. For the purpose of 49 CFR 26.3, that part applies to the Recipient.

12.4 Engineering and Design Services. As applicable, the Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

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

12.6 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 CFR parts 200 and 1201, including 2 CFR 200.331–200.333.

12.7 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 CFR 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) Except as permitted under section 13.3(d)–(e), the Recipient shall not charge to this award costs that were incurred before the date of this agreement.
 - (c) 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.
 - (d) If section 5 of Schedule D identifies a pre-award approval under 2 CFR 200.458, then the Recipient may charge to this award, for payment from the INFRA Grant or other Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the Budget Period.
 - (e) If the USDOT approves a request from the Recipient under 2 CFR 200.458 and section 5 of Schedule D describes that approval, then the Recipient may charge to this award, for payment from non-Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the Budget Period.
- 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 INFRA 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) or the SF 270 (Request for Advance or Reimbursement), as applicable, shall identify the Federal share and the Recipient’s share of costs, 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 CFR 200.344–200.346.

14.2 Funds Cancellation.

- (a) INFRA program funding that was made available at IJJA div. A § 11101(a)(5)(A) remains available until expended.
- (b) INFRA program funding that was appropriated in IJJA div. J for fiscal year 2022, is canceled by statute after September 30, 2030, and then unavailable for any purpose, including adjustments.
- (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 RESERVED

ARTICLE 17 CIVIL RIGHTS AND TITLE VI

17.1 Civil Rights and Title VI.

- (a) The purpose of sections 17.1(b)–17.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 CFR part 21, including any amendments thereto.
- (b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:
 - (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
 - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.
- (c) If the Recipient is “New,” then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., including any amendments or updates thereto before entering this agreement.
- (d) In this section 17.1:
 - (1) “Title VI” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).
 - (2) “Existing” means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) “New” means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 18 LABOR AND WORK

18.1 Labor and Work. Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), Schedule H documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 19 RESERVED

ARTICLE 20 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

20.1 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 6 of Schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Recipient shall submit to the USDOT a report that:
 - (1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
 - (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
 - (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
 - (4) documents the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities; and
 - (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 CFR parts 200 and 1201.

21.2 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; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.
- (b) Pursuant to Section (3)(b)(iv)(A), Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (c) Pursuant to Section (3)(b)(iv)(B), Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- (d) 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.

21.3 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.

21.4 History of Performance. Under 2 CFR 200.206, any Federal 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.

21.5 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 to 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.

21.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 26, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 CFR part 175: Award Term for Trafficking in Persons; and
 - (4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 CFR part 20: New Restrictions on Lobbying;
 - (2) 49 CFR part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
 - (3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

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

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

**ARTICLE 22
ASSIGNMENT**

22.1 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 23
WAIVER**

23.1 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 24
ADDITIONAL TERMS AND CONDITIONS**

24.1 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 award in an urban area or rural area, as defined in section C.6 of the NOFO. The Recipient shall incur costs a majority of costs under this award consistent with that designation.

24.2 Effect of Large or Small Designation.

- (a) If section 4 of Schedule F lists “Large” for the “Large-Small Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project has eligible project costs that are reasonably anticipated to equal or exceed the threshold described at 23 U.S.C. 117(d)(1)(B).
- (b) If section 4 of Schedule F lists “Small” for the “Large-Small Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project has eligible project costs that are reasonably anticipated to be less than the threshold described at 23 U.S.C. 117(d)(1)(B).

- (c) The Recipient states that the reasonably anticipated eligible costs of the Project on the date of this agreement, including costs incurred before that date, are consistent with the USDOT determination described in section 24.3(a)–(b).

24.3 Effect of State Incentives Pilot Designation. If section 5 of Schedule F lists “Yes” for the “State Incentives Pilot Designation,” then:

- (a) the Recipient acknowledges that the USDOT selected the Project under the authority at 23 U.S.C. 117(q) and that authority limits the Recipient’s use of Federal funds in the Project;
- (b) the Recipient shall not request a shall request a modification of this agreement that would cause the Federal Share to exceed 50 percent of the total eligible project costs listed in section 3 of Schedule D; and
- (c) the Recipient shall ensure the Federal Share at Project Closeout does not exceed 50 percent of the actual eligible project costs.

24.4 Use of Limited Non-Highway Funds.

- (a) The Recipient acknowledges that the USDOT selected the Project for award with the expectation that no more than the “Amount Subject to 23 U.S.C. 117(d)(2)” that is listed in section 1 of Schedule D would be subject to the limitation at 23 U.S.C. 117(d)(2).
- (b) The Recipient shall not request reimbursements that are subject to the limitation at 23 U.S.C. 117(d)(2) and, in aggregate, exceed the “Amount Subject to 23 U.S.C. 117(d)(2)” that is listed in section 1 of Schedule D.

24.5 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.

24.6 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 CFR 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 CFR 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 CFR 24.

24.7 Equipment Disposition.

- (a) In accordance with 2 CFR 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, the State shall dispose of that equipment in accordance with State laws and procedures;
 - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313; and
 - (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.310–200.316 and 2 CFR 1201.313.
- (c) The Recipient shall ensure compliance with this section 24.8 for all tiers of subawards under this award.

24.8 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 24.9(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, Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, Section 7 of the Endangered Species Act, 16 U.S.C. 1531, 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 CFR 771.113(d)(4).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 24.9(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 CFR 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.

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

ARTICLE 25
MANDATORY AWARD INFORMATION

25.1 Information Contained in a Federal Award. For 2 CFR 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 27.2;
- (2) the “Assistance Listings Number” is 20.934 and the “Assistance Listings Title” is “Nationally Significant Freight and Highway Projects”; and
- (3) this award is not for research and development.

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

25.3 Recipient’s Unique Entity Identifier. The Recipient’s Unique Entity Identifier, as defined at 2 CFR 25.400, is listed in ¶ 1B on the agreement cover sheet.

ARTICLE 26
CONSTRUCTION AND DEFINITIONS

26.1 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	INFRA Program Designations
Schedule G	Reserved (Not Required)
Schedule H	Labor and Work

26.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to FRA Grant Agreements Under the Fiscal Year 2022 INFRA Grant Program,” dated April 23, 2025, and available at <https://www.transportation.gov/grants/infra-grant-implementation>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms

26.3 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 26.1 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 26.1.
- (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.

26.4 Integration. This agreement constitutes the entire agreement of the parties relating to the INFRA program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the INFRA program and awards under that program for the Project.

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

“**General Terms and Conditions**” means this document, including articles 1–27.

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

- (a) at 23 U.S.C. 117; and
- (b) at paragraph 3 under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Program” in IJA div. J, tit. VIII, and all other provisions of that act that apply to amounts appropriated under that paragraph.

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

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

“**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 27

AGREEMENT EXECUTION AND EFFECTIVE DATE

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

27.2 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 an INFRA Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 INFRA PROGRAM**

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Flagstaff (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive an INFRA Grant for the Downtown Mile Safety and Connectivity Improvements Project.

The parties therefore agree to the following:

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 Infrastructure for Rebuilding America (INFRA) Program: FRA Projects,” dated April 23, 2025, 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/grants/infra-grant-implementation>, 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 INFRA Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the INFRA Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Downtown Mile Safety and Connectivity Improvements Project

Application Date: May 20, 2022

2. Recipient's Unique Entity Identifier.

See section 25.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Stacey Brechler-Knaggs
Director of Emergency Management | Grants & Contracts
City of Flagstaff
211 West Aspen Avenue
(928) 213-2227
sknaggs@flagstaffaz.gov

Christine Cameron
Senior Project Manager
City of Flagstaff
211 W. Aspen Avenue
(928)213-2682
ccameron@flagstaffaz.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Avenue, SE Washington, DC 20590
FRA-Grants@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 25.2 of the General Terms and Conditions.

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The Project will deliver safety improvements and freight and passenger rail infrastructure enhancements along an approximately one-mile segment of the Burlington Northern and Santa Fe (BNSF) Southern Transcontinental (Transcon) Corridor. The improvements for the project include: (1) a pedestrian underpass at Rio de Flag (RDF), (2) an underpass at Milton Road to allow for the future widening of the road from four lanes to six lanes and increased vertical clearances, (3) a pedestrian underpass at Florence-Walnut, (4) safety improvements at the Beaver Street and San Francisco Street at-grade highway-rail crossings at the reconstructed track elevation, and (5) the realignment of existing BNSF mainlines to the north of the existing alignment and the addition of the third track.

2. Statement of Work.

I. BACKGROUND

This Agreement between the Federal Railroad Administration (FRA) and the City of Flagstaff (City or Recipient) will fund the Downtown Mile Safety and Connectivity Improvements Project (Project).

The Project will deliver safety improvements, freight and passenger rail infrastructure enhancements, and associated construction impact mitigations implemented along an approximately one-mile segment of the BNSF Railway Southern Transcontinental Route—a vital national freight corridor—in downtown Flagstaff, Arizona.

Components of the Project include (1) a pedestrian underpass at Rio de Flag (RDF), (2) an underpass at Milton Road to allow for the future widening of the road from four lanes to six lanes and increased vertical clearances, (3) a pedestrian underpass and drainage improvements at Florence-Walnut, (4) safety improvements at the Beaver Street and San Francisco Street at-grade highway-rail crossings at the reconstructed track elevation, and (5) the realignment of existing BNSF mainlines to the north of the existing alignment and the addition of the third track. The Project will be delivered in coordination with the adjacent Rio de Flag Flood Control Project and the Mountain Line Downtown Connection Center, a future planned community transit hub.

The Project leverages momentum from existing investments (over \$158 million) to further advance true multimodal integration in a corridor that is vital to the region’s transportation network, the community’s goal to achieve carbon neutrality by 2030, and the neighborhood’s need for enhanced, safer connectivity for active transportation users.

The Recipient has several partner agencies critical to the design and delivery of this project, including BNSF (funding partner), Arizona Department of Transportation (ADOT), US Army Corps of Engineers, MetroPlan (regional Metropolitan Planning Organization), Amtrak, and Mountain Line Transit.

All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements have been completed.

II. OBJECTIVE

The suite of improvements identified in this Project are intended to deliver transformative safety improvements within historic downtown Flagstaff, a high pedestrian traffic area that currently lacks connectivity and options for convenient grade-separated pedestrian crossings of the railway. The project area frequently experiences rail trespassing, injuries, and fatalities. Safety related to the rail corridor will be addressed through the creation of two new pedestrian underpasses, the RDF Pedestrian Underpass and the Florence-Walnut Pedestrian Underpass, the latter includes drainage improvements; replacement of the Milton Road Underpass; and safety improvements at the existing at-grade crossings at Beaver Street and San Francisco Street at the reconstructed track elevation. At Beaver Street and San Francisco Street, there will be a road profile increase and associated roadway work. Additionally, at Beaver Street there will be a rail profile increase. The locations are all located within a heavily populated one-mile stretch of the BNSF corridor, known as the Downtown Mile.

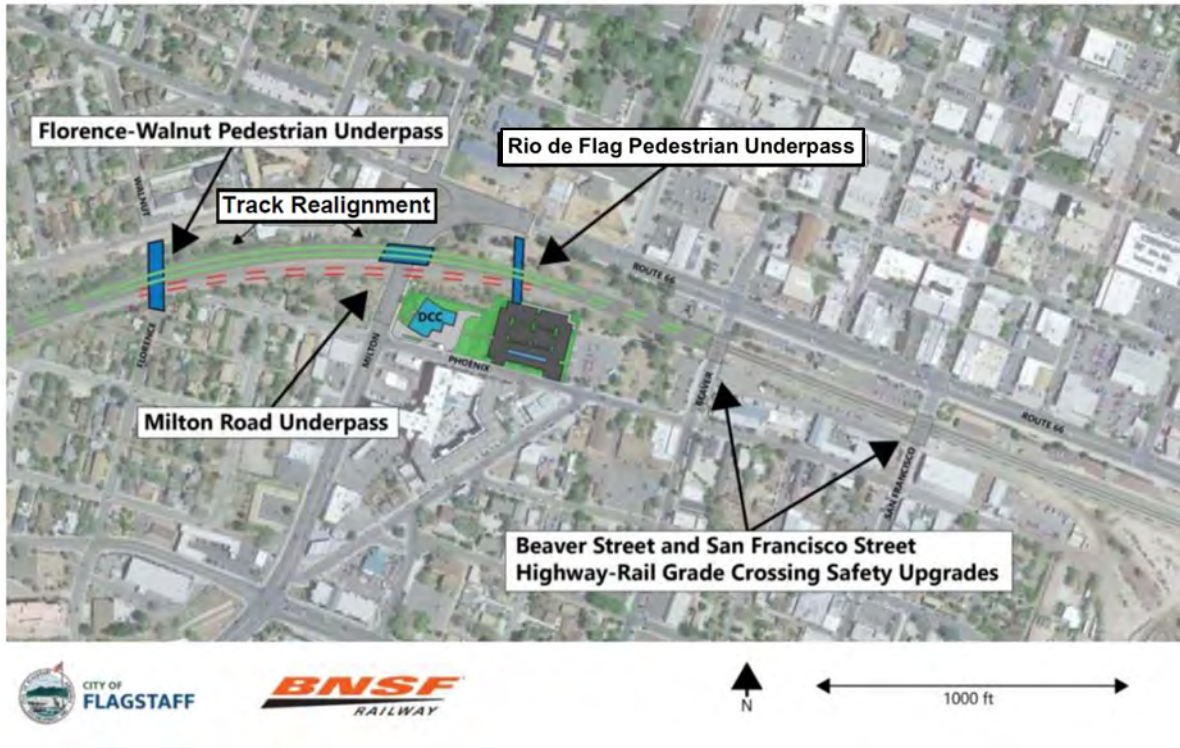
Delivering this suite of safety improvements requires additional modifications to rail infrastructure to mitigate anticipated operational impacts. This will be achieved by the construction of a permanent shoo-fly track realignment that will allow for the construction of a third main track through Flagstaff, resulting in the addition of three new tracks and the removal of the existing two tracks. The installation of the third main track in the vicinity of Flagstaff facilitates long-term BNSF capacity expansion plans that are already underway along the Southern Transcon and will enhance operational flexibility and resiliency for freight and passenger trains in the corridor. Work will also include the construction of the Rio de Flag drainage structure, which includes the addition of new culverts, located west of Beaver Street that conveys the Rio de Flag channel under the BNSF Railway and an upgrade of the railroad switch east of Ponderosa Parkway.

This Project will address downtown Flagstaff's critical need for a dynamic long-term solution that captures safety, environmental sustainability, quality of life, economic competitiveness, emerging technologies, mobility innovations, and system resiliency, and establishes sustainable funding to guide future growth and development.

III. PROJECT LOCATION

The Project is located in the city of Flagstaff, Arizona—a community of 73,300 residents lying at the base of the San Francisco Peaks. Flagstaff plays a critical role in the regional transportation network, being located directly at the junction of two Primary Highway Freight Systems on the National Highway Freight Network and being a significant pillar of the State of Arizona's economy that connects multiple transportation modes and users. The Project area is at the junction of the State Business Route 40, historic Route 66, the BNSF Railway, and surrounded by the pedestrian-centric historic downtown central business district.

Figure 1: Project Location Map



IV. DESCRIPTION OF WORK

The Recipient will complete, or cause to be completed, the following Tasks:

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
- Project Agreements (if applicable)

Task 2: Construction

Task 2.1: Pre-Construction

The Recipient will provide for FRA review the Final Design (FD) documentation prepared for the Project. The Final Design Set will be composed of:

- 100% Drawings and Specifications
- Detailed Construction Schedule
- Detailed and Itemized Engineer's Cost Estimate including estimate of any force account work performed by the Railroad
- Stakeholder Signatures
- Copies of all permits that are required for construction

Final Design Sets will be submitted for:

- Rio de Flag Pedestrian Underpass Florence-Walnut Pedestrian Underpass
- Milton Road Underpass
- BNSF Track Realignment and addition of a third main track; removal of two existing tracks.
- Switch upgrade east of Ponderosa Parkway
- New Rio de Flag drainage structure
- At-Grade crossing improvements, road profile increase, and associated roadway work at Beaver Street and San Francisco Street. Beaver Street will include a rail profile increase.

Task 2.2: Construction Completion

The Recipient will construct the following elements:

- Rio de Flag Pedestrian Underpass Florence-Walnut Pedestrian Underpass
- Milton Road Underpass
- BNSF Track Realignment and addition of a third main track; removal of two existing tracks.
- Switch upgrade east of Ponderosa Parkway
- New Rio de Flag drainage structure

- At-Grade crossing improvements, road profile increase, and associated roadway work at Beaver Street and San Francisco Street. Beaver Street will include a rail profile increase.

The Recipient will construct all track, rail, and structure specific improvements in accordance with mitigation measures outlined in Section VI, permits, and FD documentation. The Recipient will not proceed with construction until National Environmental Protection Act (NEPA) and FD documentation is complete.

Task 2.3: USDOT Crossing Inventory Update

Within 30 days upon completion of the construction of the improvements of two at-grade crossing locations mentioned above, the Recipient shall submit a completed USDOT Crossing Inventory Form (Form FRA F 6180.71 (Rev. 3/15, or current)). The completion of the 2-page form will be the responsibility of BNSF and the Arizona DOT collectively to reflect the characteristics of the roadway and signal equipment at the crossing (e.g. GPS coordinates, train and traffic counts, signage). For additional information, see FRA’s Guide for Preparing USDOT Crossing Inventory Forms (Rev. July 2016) on the FRA website (<https://www.fra.dot.gov/eLib/Details/L16201>).

Task 2 Deliverables:

- As-Builts
- USDOT Crossing Inventory Update

Task 3: 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 3 Deliverables:

- Final Performance Report

V. 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:

- BNSF Railway – Coordination to include review and approvals of design, permitting, collaboration on phasing and construction of improvements.
- Amtrak – Coordination to include review and approvals of design and collaboration on phasing and construction of improvements.
- ADOT – Coordination to include review and approvals of design, permitting, collaboration on phasing and construction of improvements.
- MetroPlan – Integration with Regional Plan, public involvement.
- Mountain Line – Coordination on design/construction tie ins to multimodal facility access, service schedules during construction, and bus/passenger accommodations.

- FRA

VI. PROJECT MANAGEMENT

The Recipient shall facilitate the coordination of all activities necessary for the 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:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary
- Review design submittal documents and approve work as completed (Preliminary and Final Design). The City of Flagstaff will be providing design reviews and QA/QC checks.
- 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.

FRA signed a Categorical Exclusion for the Project on May 5, 2025. The Recipient is responsible for complying with environmental commitments, such as mitigation measures and/or design features described in the Categorical Exclusion.

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.

Document Description	Date
Categorical Exclusion	May 5, 2025

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: 11/01/2029

Period of Performance End Date: 11/01/2029

2. Estimated Project Schedule.

Milestone	Schedule Date
Detailed Project Work Plan, Budget, and Schedule Completion Date:	90 days after obligation
Project Agreements Completion Date:	December 30, 2025
As-builts Completion Date:	November 1, 2028
USDOT Crossing Inventory Update Completion Date:	November 1, 2028
Final Performance Report Completion Date:	120 days after the period of performance end date

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

INFRA Grant Amount: \$32,460,000
 Amount Subject to 23 U.S.C. 117(d)(2): \$32,460,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Project Budget by Task

Task #	Task Name	INFRA Funds	Non-Federal Funds	Total Cost
1	Detailed Project Work Plan, Budget, and Schedule	\$135,000	\$365,000	\$500,000
2	Construction	\$32,322,000	\$23,473,000	\$55,795,000
3	Final Performance Report	\$3,000	\$2,000	\$5,000
Total		\$32,460,000	\$23,840,000	\$56,300,000

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
INFRA Funds	\$32,460,000	57.66%
Non-Federal Funds	\$23,840,000	42.34%
Total Eligible Project Costs	\$56,300,000	100%

In ¶ 11 of the agreement cover sheet, the amount listed in the “Federal” column is the “INFRA 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 requests for the use of non-Federal funds under 23 U.S.C. 117(k) or any pre-award costs under 2 CFR 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: Amtrak Station platform improvements – Platform reconstruction, drainage mitigation. (omitted from Federally funded Project) was removed from the project scope as outlined in the application.

Schedule: The grant application estimated a construction start date of April 2024; however, it is now anticipated to begin in Fiscal Year 2026.

Budget: The grant application estimated a total project cost of \$69,226,000, which included previously incurred expenses of \$4,226,000. The application also included the Amtrak Station improvements that were part of the project's scope of work. The total cost of that component was \$8,700,000, however, with the removal of that portion of the project from the award, this brought the total future eligible project cost to \$56,300,000.

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

Fund Source	Application		Schedule -D	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds	\$0	0%	\$0	0%
Non-Federal Funds	\$4,226,000	0%	\$4,226,000	0%
Total Previously Incurred Costs	\$4,226,000	100%	\$4,226,000	100%
Future Eligible Project Costs				
INFRA Funds	\$39,000,000	60%	\$32,460,000	60%
Other Federal Funds	0	0%	\$0	0%
Non-Federal Funds	\$26,000,000	40%	\$23,840,000	40%
Total Future Eligible Project Costs	\$65,000,000		\$ 56,300,000	100%
Total Project Costs	\$ 60,526,000	100%	\$0	0%

**SCHEDULE F
INFRA PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Funding Source.

Funding Source: General Fund

3. Large or Small Designation.

Large-Small Designation: Large

4. State Incentives Pilot.

State Incentives Pilot Designation: No

5. Security Risk Designation.

Security Risk Designation: Low

**SCHEDULE G
RESERVED**

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

	<p>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.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. Supporting Narrative.

The Recipient will work with the awarded contractor to promote robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union.

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

April 23, 2025

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for an FY 2022 INFRA 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
- uu. Bringing in and harboring certain aliens – 8 U.S.C. § 1324
- vv. Aiding or assisting certain aliens to enter – 8 U.S.C. § 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201

- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 CFR Part 13
- d. Procedures for predetermination of wage rates – 29 CFR 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 CFR 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 CFR Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60 et seq.
- h. New Restrictions on Lobbying – 49 CFR 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 CFR Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR 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 CFR Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR 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 CFR Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR 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 CFR Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26, including any amendments thereto

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

**EXHIBIT B
ADDITIONAL STANDARD TERMS**

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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 CFR 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 INFRA 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 CFR 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 CFR 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 INFRA program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR part 21, including any amendments thereto, 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 INFRA 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 INFRA 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 INFRA 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 CFR Part 21, including any amendments thereto.
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), 23 U.S.C. § 117, the Regulations for the Administration of the FY 2022 INFRA 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, including any amendments thereto, 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, including any amendments thereto, 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 CFR Part 21, including any amendments thereto.
- 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 CFR 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 CFR 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);
- 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 CFR 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 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 INFRA program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 INFRA 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 CFR 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 CFR 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 CFR 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 B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024), and anticipated for future appropriations acts, and as 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.

TERM B.5
EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This award term B.5 provides guidance on the protective arrangements equivalent to the protective arrangements established under 49 U.S.C. § 22404, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this award term B.5.

1. Definitions. Whenever used in this award term B.5, capitalized terms shall have the meanings below:

(a) “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this award term B.5.

(d) “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.

(e) “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected Employee’s inability to secure another position by the exercise of the Protected Employee’s seniority rights); and (2) is unable to secure another position by exercise of their seniority rights. A Protected Employee’s status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) “Project” means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) “Protected Employee” means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this award term B.5, then that employee is a Protected Employee under this award term B.5. An employee’s status as a Protected Employee shall continue for the duration of the applicable

Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this award term B.5.

(h) “Protective Period” means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this award term B.5. The Protective Period begins on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this award term B.5, an employee’s length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) “Recipient” means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) “Railroad” means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this award term B.5. The Recipient shall make the acceptance of this award term B.5 a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this award term B.5 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad’s employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a

Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this award term B.5 shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this award term B.5 and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this award term B.5 and protection under such other arrangement. After such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) **Initiation of Negotiation.** Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this award term B.5, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this award term B.5. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) **Subject of Negotiations.** Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this award term B.5. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) Implementation. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) Displacement Allowances

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee

which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) Moving Expenses. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) Losses from Home Sale or Contract Termination. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within

sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate

appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) Dismissal Allowance. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this award term B.5.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation,

death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this award term B.5) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this award term B.5.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this award term B.5 (other than

those Sections of this award term B.5 that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The

employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this award term B.5. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this award term B.5 that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this award term B.5, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this award term B.5 is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this award term B.5 shall not be affected.

EXHIBIT C

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT**

Report No.		IGA	23-0009560-I
ADOT PO #		PROGRESS	
Item No.		FINAL	
Federal-aid No.			
ADOT Project No.			
Name of Project	T051801C		
Name of Vendor	City of Flagstaff		
REMIT PAYMENT TO:			
Date Started :	Estimated Completion Date:	% Billed	% Complete

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER IGA 23-0009560-I See Attached					\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

Submitted By: _____	Date: _____	Total to Date	\$0.00
Approved By: _____	Date: _____	Total Previous Report	\$0.00
ADOT Project Manager		Current Report	\$0.00

AZ SMART Fund Project - SAMPLE CLOSEOUT LETTER TO ADOT

Place on Sponsoring Agency's Letterhead

***Note: All items in red should be removed and replaced with the required information prior to submission to the ADOT Multimodal Planning Division. Please email**

(Insert Date)

ADOT Multimodal Planning Division
AZ SMART Fund Program
1611 W Jackson
Phoenix, AZ 85007

Re: AZ SMART Project Closeout

ADOT Project Number: T051801C

Project Name: Downtown Mile Safety and Connectivity Project

Federal Discretionary Grant received or to be pursued:

COG/MPO:

COG/MPO TIP ID Number:

To Whom It May Concern:

The **(Insert sponsoring agency's name)** received the final deliverables on **(Insert date)** for the above referenced AZ SMART project.

The undersigned certifies that:

1. The work in the subject contract has been inspected for deficiencies;
2. The required project review was conducted by representatives of **(Insert sponsoring agency's name)**, **(Insert COG/MPO)** and ADOT on **(Insert date)** (if applicable);
3. The contractor has fulfilled all contractual obligations; and
4. The contractor was paid in full by **(Insert sponsoring agency's name)** on **(Insert date)**.

Attached is the following required documentation:

***Note: All Final Acceptance letters to the AZ SMART Fund Program will be returned *without* action unless all items listed below are submitted with this letter.**

- An invoice for the final eligible costs on the project;
- Documentation reflecting payment in full by **(Insert sponsoring agency's name)** to the contractor; and
- The project final acceptance letter from **(Insert sponsoring agency's name)** to the contractor.

Please consider this project as accepted and complete. Please contact us if you have any questions regarding this request or require additional information. Thank you.

Sincerely,

Project Manager Name

Title

Agency

Address

City, AZ, Zip code

Phone Number

Email address