

REQUEST FOR PROPOSAL

Grant Management Services: Reconnecting Communities Neighborhood Access & Equity Grant

FEDERAL AWARD #693JJ32540290

Proposals Due: July 10, 2025



City of Memphis and Shelby County
Community Redevelopment Agency



850 N. Manassas St
Memphis, TN 38107
901-435-6992

www.cramemphis.org

CITY OF MEMPHIS AND SHELBY COUNTY COMMUNITY REDEVELOPMENT AGENCY NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Memphis and Shelby County Community Redevelopment Agency will receive Proposals electronically, until 5:00 PM CST on Thursday, July 10, 2025 for:

Community Redevelopment Agency – Grant Management Services: Reconnecting Communities

All proposals shall be submitted via email to:

Emma Turri at emma.turri@cramemphis.org

with copy to Vivian Ekstrom vivian.ekstrom@cramemphis.org

The City of Memphis and Shelby County Community Redevelopment Agency (CRA) has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from interested and qualified professionals offering to provide **Grant Management Services** for the CRA in accordance with the terms, conditions, and specifications stated herein.

Experience shall include, but not be limited to the following: tracking project performance, risk management, quality control, leading teams, data analysis, reporting and budget management.

An **informational meeting** will be held **virtually and in-person** at the CRA office, located at 850 N. Manassas St, Memphis, TN 38107, at 10:00 AM CST on **Thursday, June 5, 2025**. It is recommended that all proposers RSVP to Emma Turri emma.turri@cramemphis.org to attend the meeting in person or virtually. Proposers participating in the meeting remotely should request virtual access at least two days in advance of the meeting.

Proposals submitted as provided herein shall be opened and reviewed privately by the CRA after 5:00 PM CST on **Thursday, July 10, 2025**. Proposals received after the deadline set for receipt shall not be considered.

The CRA shall reserve the right to interview any of the proposers and to reject all proposals if said body deems it necessary in the best interest of the citizens of the City of Memphis and Shelby County.

The CRA is committed to providing equal access to its programs, funding, employment, services, and activities and complies with all applicable Federal and state civil rights laws and enabling regulations. The CRA does not discriminate on the basis of race, color, national origin, religion, sex, familial status, age, disability or any other protected class in admission to its programs, funding, employment, services, or activities; in access to them; in the provision of benefits, or in any aspect of operations.

For further information, contact CRA at (901) 435-6992. The individual responsible for coordinating this RFP is EMMA TURRI, COMMUNITY BUILDER: PROJECT MANAGER. emma.turri@cramemphis.org

RFP may be obtained from the Project Manager or online at: <https://cramemphis.org/opportunities/>



The CRA envisions every neighborhood in the City of Memphis and Shelby County providing its residents with a healthy and safe environment, economic opportunity, affordable housing, and excellent quality of life.

Community Redevelopment Agency

850 N. Manassas St.
Memphis, TN 38107

901.435.6992
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OVERVIEW

The CRA is seeking proposals from an experienced Grant Management consultant to assist the CRA in managing our **Reconnecting Communities & Neighborhoods (RCN) Neighborhood Access & Equity (NAE) Planning Grant** awarded by the **United States Department of Transportation (DOT)**. The purpose of this RFP is to solicit the information needed for CRA to select one (1) firm to provide contractual services in the areas of grant management.

For consideration, submissions for this project must contain evidence of the proposer's experience and abilities as a grant and project management professional. Additionally, the firm should have experience with or familiarize themselves with redevelopment efforts related to the activities to be performed under this grant including transportation improvements, urban planning principles, and community engagement efforts.

The firm selected through this RFP process will perform tasks based on a task order request from the CRA. It is expected that the selected firm will maintain a regularly scheduled project check-in meeting to communicate with the CRA and Project Team.

The work to be performed under this contract shall be commenced by the successful proposer after all contract documents have been executed and after being notified to proceed by CRA. The selected firm will be expected to provide Grant Management services for the full duration of the project. A service agreement will be offered for an initial period of 2 years with an optional 1-year

renewal thereafter. Should the project end sooner, the CRA will provide 60 days prior notice.

DEFINITIONS

The term “**Proposer**” shall reference the individual, company, or firm responding to this solicitation with submission of a proposal and statement of qualifications. The term “**Project**” shall reference the grant activities and related services of **Grant Management**. The term “**Firm**” and/or “**Consultant**” shall reference either an individual or a company offering professional services pertinent to this solicitation. The term “**Proposal Packet**” shall reference the entirety of a submission from a respondent including cover letter, narrative, proposal, forms, and attachments. The term “**Contract**” and/or “**Agreement**” may be used interchangeably in this document as reference to a Service Contract or Professional Services Agreement with the CRA that will be awarded to the successful proposer.

GRANT IMPLEMENTATION PERIOD

The grant implementation period started November 20, 2024 and ends on December 31, 2027.

ACRONYM GLOSSARY

CRA: City of Memphis and Shelby County Community Redevelopment Agency

DOT: United States Department of Transportation

FHWA: Federal Highway Administration

NAE: Neighborhood Access & Equity

RCN: Reconnecting Communities & Neighborhoods Program

TDOT: Tennessee Department of Transportation

GRANT PERSONNEL

Grant Project Director

CRA Staff, Vivian Ekstrom

Grant Project Manager

CRA Staff, Emma Turri

Grant Management (GM) Consultant

Competitively procured individual or firm to manage the grant budget, reporting needs, and project team.

Project Team

Includes CRA staff, GM Consultant, Design & Engineering Professionals, Community Engagement Coordinator, FHWA Project Officer, TDOT representative, and Innovate Memphis (subawardee)

Community Engagement Team

Includes CRA staff, GM Consultant, Subawardee, and Community Liaisons

ENVISIONED WORKFLOW

The CRA envisions a work style where the Grant Manager and the CRA work in partnership, with the Grant Manager taking the lead on coordinating and managing the DOT project until the grant ends in 2027.

Ideally, the CRA is engaged and involved while the Grant Manager leads the project team, tracks project performance, manages the project budget, conducts expense analyses, and fulfills reporting requirements. Additionally the Grant Manager will be asked to assist the CRA in facilitating procurement of additional project team members, such as design & engineering consultants, by preparing solicitations and hosting informational pre-bid meetings. CRA will supervise procurement to ensure compliance with its purchasing policies and will also be responsible for final evaluations of proposals received.

TASK DESCRIPTIONS

MEETINGS

The GM consultant will be asked to attend and lead meetings for the following purposes listed in the table below. The quantities are based on estimated needs from the grant agreement workplan and the grant implementation period.

The CRA and its subawardee, **Innovate Memphis**, will host meetings with neighbors and community stakeholders. The GM Consultant will attend the meetings to present project updates and to be available for questions.

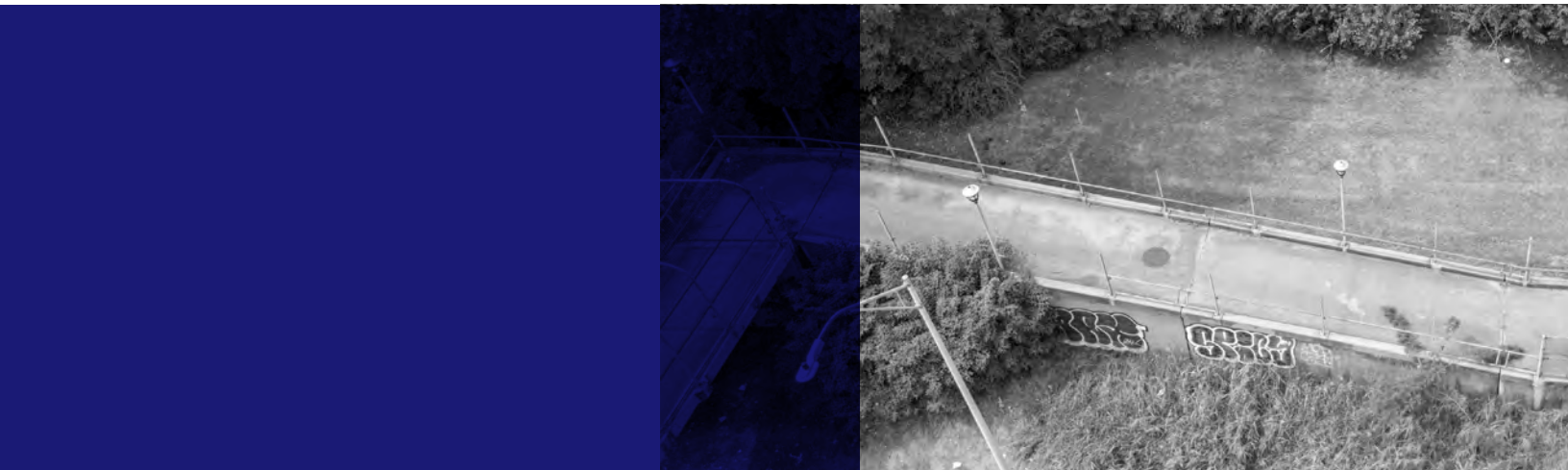
Project Team <ul style="list-style-type: none"> Kickoff meeting and then every other month check-ins. 	18
Community Meetings <ul style="list-style-type: none"> Steering Committee Meetings <i>Focused meetings with a select group of stakeholders, government officials, and community members to receive direct feedback for design and engineering decisions.</i> Public Workshops <i>Larger meetings with neighbors, community partners & stakeholders. Meetings will be related to creating informed plans by evaluating community priorities and collecting information for measuring the impact of planning efforts.</i> 	20
Grant Reporting <ul style="list-style-type: none"> Monthly Check-ins with CRA Staff to monitor progress, gather information on expenses, and prepare for quarterly reporting. 	36

GRANT REPORTING

The consultant selected through this RFP will be asked to collaborate regularly with the CRA's project team and prepare a variety of forms & reports such as quarterly reports and annual M/WBE reports. Once data, forms and reports are reviewed & approved by the CRA, the consultant will assist with filing reports and submitting information to the FHWA Project Officer.

Examples of Forms & Reports:

- [Budget & Expense Tracking](#)
- [Quarterly Grant Activity Reports](#)
- [SF425](#)



GRANT & PROJECT MANAGEMENT

The list below includes a sample of the required services that will assist the CRA in management of grant activities, subawardees, and design consultants.

- Collaborate and coordinate with CRA staff, subawardees, government partners, and design consultants to ensure that information is shared and grant activities are progressing.
- Assist CRA in procurement of design & engineering consultants to perform grant activities. CRA will supervise the procurement process. GM will prepare associated project manual documents and host informational pre-bid meetings. GM will prepare evaluations of the proposals received, and CRA will perform the final evaluation and selection of consultants.
- Explore and utilize CRA's project management software, [ClickUp](#), as both a task management tool for grant activities and as a database solution for reports.
- Coordinate with project team to prepare and submit required federal and/or state reports including quarterly and annually.
- Assist in monitoring subawardees and contracted design consultants to ensure that contractual obligations and financial documentation requirements are met.

The table to the right shows tasks and deliverables based on the CRA's grant agreement. The firm receiving a Service Provider Agreement with the CRA will be responsible for managing, reviewing, and reporting on most of these tasks as completed by the project team.

GRANT ACTIVITIES

1. Project Management & Reporting
2. Community & Stakeholder Engagement
3. Research & Data Collection
4. Planning & Design

GENERAL DELIVERABLES

Reports

- Quarterly
- Annual Financial
- Annual DBE
- Final

RFPs

- Transportation Planning & Design
- Public Art Consultant
- Website Development



AWARDED APPLICATION

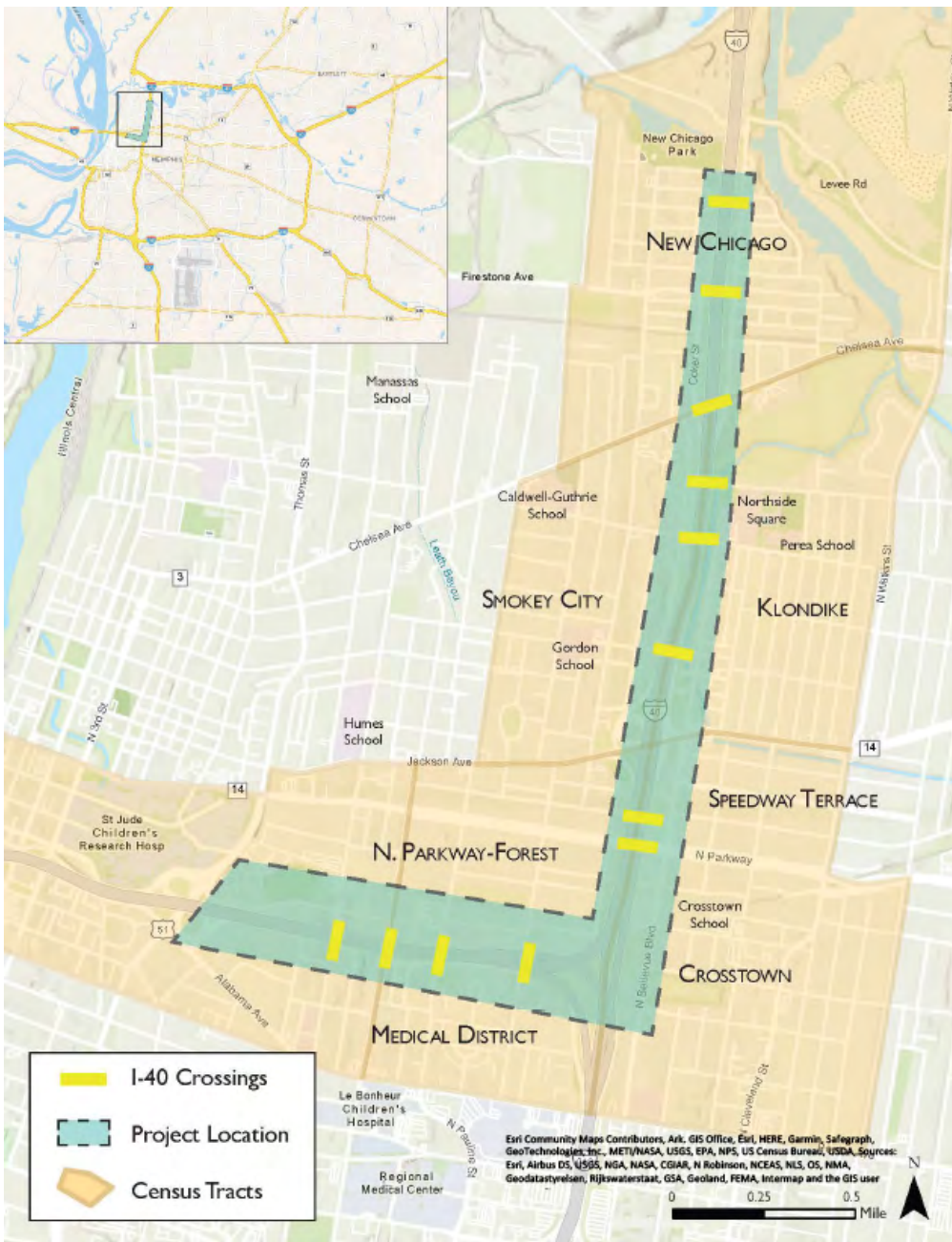
Read the CRA's awarded application here: [Link](#)

SUMMARY OF THE GRANT

The United States Department of Transportation (DOT) has awarded the City of Memphis and Shelby County Community Redevelopment Agency (CRA) a Neighborhood Access & Equity Grant (NAE) for the Over & Under I-40 planning project. As such, CRA will use DOT grant funding (Award #693JJ32540290) to engage the affected communities in a design process with the assistance of a team of professionals to develop innovative strategies to reconnect these neighborhoods in North Memphis through the enhancement of twelve (12) crossing points.

TERMS & CONDITIONS OF GRANT AGREEMENT

The consultant selected will be required to comply with the terms and conditions of the CRA's Grant Agreement with DOT and FHWA. The Grant Agreement is made attachment to this RFP and should be reviewed carefully by the proposer.



CONNECTIONS TO BE ADDRESSED

The twelve (12) connections over and under I-40 are listed below, and a Link to the Map has been included for reference.

1. New Chicago Pedestrian Bridge
2. Smith Avenue Underpass
3. Chelsea Avenue Underpass
4. Brown Avenue Underpass
5. Vollintine Avenue Underpass
6. Keel Avenue Pedestrian Bridge
7. Faxon Avenue Overpass
8. North Parkway Overpass
9. Decatur Street Pedestrian Bridge
10. Ayers Street Underpass
11. N. Manassas Street Underpass
12. N. Dunlap Street Underpass

SUBMISSION REQUIREMENTS

The consultant must display to the complete satisfaction of the CRA that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The proposal should disclose a history of experience and references in order to satisfy the CRA in regard to the consultant's qualifications. The CRA may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the CRA all information for this purpose that may be requested. The CRA reserves the right to reject any offer if the evidence submitted by, or investigation of, the proposer fails to satisfy the CRA that the proposer is properly qualified to carry out the obligations of the potential contract and to complete to work therein.

RESPONSE FORMAT

Cover Letter & Management Summary Narrative

(1-2 Pages)

- Identify the number of years in business, a brief historical summary of the firm, location of primary office, and information regarding the firm's mission or corporate philosophy.
- Provide examples of experience in providing similar consulting services to governmental or non-profit entities.

Specialized Expertise of Team Members

(1 Page per Team Member/Subconsultant that will be assigned to the project)

The firm should identify the individuals who will provide the services, including resume and experience in similar work as follows:

Project Team and Previous Experience

- Identify the project manager and each team member who will work on this project.
How long has this individual been with the firm/project team?
- Give one example of specific experience relevant to this project.
- Professional Certifications/Licenses/Memberships/Affiliations
Provide documentation of any pertinent certifications or affiliations for the company, sub consultants, or individuals identified as members of the project team.



FEE SCHEDULE

A professional fee schedule should be included and should list hourly rates for applicable professionals as well as any other general or administrative fees typically billed by the firm. The fee schedule should also state the interval at which rates are typically reviewed and/or increased and should detail any anticipated cost assumptions or qualifications.

SAMPLE INVOICE

Please include a sample invoice based on a hypothetical month of tasks under this grant including:

- Six hours of quarterly report prep
- Twelve hours of project management including preparation of one set of procurement documents for a design professional
- Attending one hour-long community meeting (in-person or virtual)

EXCEPTIONS OR OBJECTIONS

Indicate any exceptions to the general terms and conditions of the RFP, to insurance or terms of the service agreement or any other requirements listed in the RFP. If no exceptions are indicated, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

PROPOSAL PACKET CHECKLIST:

- Response
(Cover Letter, Org Chart, Narrative, Team Member Expertise)
- Fee Schedule
- General Information
- References
- Equal Business Opportunity Certificate(s)
- Certificate of Non-discrimination
- Drug Free Workplace
- Signature Page

GENERAL INFORMATION

Federal Employer Identification Number (EIN): _____

Company Name: _____

Mailing Address: _____

Primary Point of Contact (Name & Title): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Website: _____

Type of Company: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

Years in Business: _____

If company is a corporation, please list state in which it is incorporated: _____

If remittance address is different from the mailing address, indicate below.

Firm Name: _____

Remittance Address: _____

Have you, at any time, failed to complete a project?

☐ Yes ☐ No

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on a separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years.

REFERENCES

Provide two (2) current or previous references that are similar in scope. If the consultant has worked previously or is currently working in the State of Tennessee, please include that as a reference. Include project name, contact name, email, and telephone number.

The CRA reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and 10 exceeding your every expectation, how satisfied were you with the firm's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems with the project?
- How was the quality/experience/personality of their personnel? (Specifically, the project manager?)
- Would you use this firm again?

1)	_____		_____
	Firm, Agency, or Corporation	Project Name	
	_____	_____	_____
	Contact Name	Phone	Email Address
2)	_____		_____
	Firm, Agency, or Corporation	Project Name	
	_____	_____	_____
	Contact Name	Phone	Email Address

EQUAL BUSINESS OPPORTUNITY PROGRAM

This contract will be subject to the requirements of the City of Memphis and Shelby County Community Redevelopment Agency’s Equal Business Opportunity (“EBO”) Program. The intent of the EBO Program is to increase the participation of minority and women owned business enterprises (“M/WBE”) and locally owned small businesses (“LOSB”) in the CRA’s purchasing activities. Toward achieving this objective, the M/WBE participation goal for solicitations is 40% combined for MBE and WBE participation and 10% LOSB participation.

PROJECT TITLE:
Community Redevelopment Agency – Grant Management Services: Reconnecting Communities

NAME OF PROPOSER/FIRM/COMPANY

If the proposer is a certified firm, indicate here with a check mark.
The proposer must provide certification documents.

_____MBE _____WBE _____LOSB

**If the proposer is not a certified firm but intends to utilize subconsultants that are MWSBE, please list that information below.*

SUBCONSULTANT	MBE / WBE / LOSB	ROLE OR SERVICE

CERTIFICATE OF NONDISCRIMINATION

As Proposer, Consultant, Subconsultant, Contractor, or Subcontractor on Community Redevelopment Agency Service Provider Contract,

Community Redevelopment Agency – Grant Management Services: Reconnecting Communities

The undersigned states that it does not discriminate against any subconsultant, subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. Not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national original or sex;
2. To maintain payrolls of employees and subcontractors employed on this contract until five (5) years after final release and final payment by the Community Redevelopment Agency;
3. To require a similar certificate to be executed by each subcontractor at the time a subcontract is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tiers of subcontracts.
4. To conform with federal law, state statutes, executive orders, and local ordinances identified and listed under Section XI “Non-Discrimination” of the Service Provider Agreement.

Name of Firm

Date

Signature

Printed or Typed Name and Title

DRUG FREE WORKPLACE

As Proposer, Consultant, Subconsultant, Contractor, or Subcontractor on Community Redevelopment Agency Service Provider Contract,

Community Redevelopment Agency – Grant Management Services: Reconnecting Communities

The undersigned states that it acknowledges and adheres to the City of Memphis Drug Free Workplace policy and if awarded a contract for this project, agrees in performance of work:

To require drug and alcohol screening (urine testing, breath analysis, or other testing procedures) in the following situations: Pre-Employment; Department of Transportation Commercial Drivers, Reasonable Suspicion; Post Accident and Follow Up Drug Testing as part of Substance Abuse Rehabilitation.

To operate a drug free workplace program or alcohol testing program with requirements at least as stringent as the City of Memphis.

Name of Firm

Signature

Date

Printed or Typed Name and Title

SIGNATURE PAGE

Pursuant to information for prospective Proposers for the project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made.

Name

Title

Signature

Date

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of the CRA that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The CRA will consider all conforming proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the proposer deems pertinent to the understanding and evaluation of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the CRA, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the CRA in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the CRA may have on a proposer's submittal.

EVALUATION CRITERIA	MAXIMUM POINTS
Overall quality of Proposer's Qualifications <ul style="list-style-type: none">• Capacity, skill, and experience of firm's grant management team to perform the work and provide the services required (30)• Experience with community engagement (10)• Experience with federal grants, data collection, and utilization of web portals for data entry (10)• Experience and commitment to CRA's envisioned workflow (10)	60
Fee Schedule	35
MBE / WBE / LOSB	5
TOTAL POTENTIAL POINTS	100

TIMELINE

It is expected that the professional service agreement will be executed by August 31, 2025.

- RFP Issued: May 15, 2025
- Informational Meeting: June 5, 10:00 AM CST
- Proposals Due: July 10, 5:00 PM CST
- Notification of Consideration: August, 1, 2025

The CRA reserves the right to make adjustments as needed to the above schedule. The CRA also reserves the right to postpone or cancel the solicitation. The CRA also reserves the right to further engage a subset of responders for further details of their qualifications through additional rounds of the RFP process and potentially during interviews or requests for additional clarifying information in order to determine the best submissions.

CONTACT INFORMATION

CITY OF MEMPHIS AND SHELBY COUNTY COMMUNITY REDEVELOPMENT AGENCY

850 N MANASSAS ST
MEMPHIS, TN 38107
901.435.6992 OFFICE
www.cramemphis.org

GRANT PROJECT DIRECTOR

VIVIAN EKSTROM
vivian.ekstrom@cramemphis.org

GRANT PROJECT MANAGER

EMMA TURRI
emma.turri@cramemphis.org

ATTACHMENT A

GRANT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between _____, hereinafter referred to as "Service Provider" and the City of Memphis and Shelby County Community Redevelopment Agency, hereinafter referred to as "CRA".

PRELIMINARY STATEMENTS

1. CRA desires to retain the services of the Service Provider to perform the Work (defined below) and the Service Provider desires to perform the Work pursuant to the conditions hereof.
2. Service Provider has the knowledge and expertise to provide such Work.
3. The Parties desire to enter into this Agreement to set forth the terms and conditions for the payment for and performance of the Work and certain other matters described herein.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows per CRA's Purchasing Policies and Procedures:

I. SCOPE OF SERVICES. The Services to be provided in connection with this Agreement shall include services for programmatic grant management tasks, project management tasks, and grant agreement compliance monitoring, as relates to the CRA's Neighborhood Access & Equity Grant issued by the United States Department of Transportation (USDOT) and sponsored by the Federal Highway Administration (FHWA) for the Over and Under I-40 Planning Project. The specific scope of services will be added to this Agreement as Task Orders assigned by the CRA. The Work shall be defined as the completion of individualized Task Orders that will provide a scope of work to be completed by task. Each Task Order will be assigned based on the nature of the work to be performed. **Exhibit A** attached hereto defines each category of service. All Task Orders shall contain the following: (1) reference to this Agreement; (2) Task Order Number; (3) Definition of service type as defined on Exhibit A. The Task Order shall not be altered or amended in any manner without the prior written consent of CRA, which may be withheld, conditioned, or delayed in the CRA's sole and absolute discretion.

II. TERM. This Agreement shall not be binding upon the Parties until it has been signed first by Service Provider and then by the authorized representatives of the CRA in accordance with applicable ordinances, laws and regulations. ***The term of this Agreement shall be in effect through December 31, 2027.***

III. PAYMENT TERMS AND CONDITIONS.

A. INVOICES. The Service Provider shall submit invoices to the CRA President or a designee by the CRA.

B. COMPENSATION. Unless the CRA has good faith and reasonable objections to the Service Provider's invoice(s), the CRA shall compensate the Service Provider based on invoices submitted by the Service Provider, under the fee structure based on the rates provided in the Service Provider's assigned task orders. The total sum of fees paid shall not exceed those reflected in the task orders (the "Fee") during the Agreement unless otherwise approved, or increased, by the CRA. The CRA shall use its best efforts to remit payment based on the Service Provider's invoice within thirty (30) days after receipt of an accurate invoice and approval by the CRA. The CRA is not obligated to pay, and may withhold from payment, any amounts the CRA has in dispute with the Service Provider based on the Service Provider's non-performance, unsatisfactory performance or negligent performance of any services rendered hereunder.

C. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK. The payment of an invoice shall not prejudice the CRA's right to object to or question any invoice or matter in relation thereto. Such payment by the CRA shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein, and the CRA's payment shall not relieve the Service Provider from its obligation to replace or correct any work that does not conform to this Agreement, even if the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. Work, data or components that do not conform to the requirements of this Agreement shall be rejected by the CRA and replaced by the Service Provider, without delay or additional cost to the CRA. If the Service Provider receives payment from the CRA for a service or reimbursement that is later disallowed or rejected by the CRA or another governmental entity on the basis of an audit or monitoring, the Service Provider shall in good faith participate in the dispute resolution process as outlined in this Agreement to resolve the dispute. Glimpse

D. FINAL CONTRACT INVOICE. The Service Provider shall submit to the CRA a final contract invoice within 30 calendar days from the termination date of the contract, for any services provided pursuant to this Agreement. The Service Provider further acknowledges and agrees the CRA will not be responsible for any Service Provider invoices, pertaining to this Agreement, submitted to the CRA after the final contract invoice. The Service Provider shall close out its accounting records at the end of the Agreement period in such a manner that reimbursable expenditures and revenue collections are not carried forward. *No invoices for work performed under this Agreement shall be payable if received after September 30, 2027.*

IV. GENERAL TERMS AND CONDITIONS.

A. ENTIRE AGREEMENT. This Agreement and the attachments hereto constitute the full and final understanding of the Parties with respect to the subject matter hereof and supersede and replace any and all prior or contemporaneous agreements or

understandings, whether written or oral, express or implied, between the Parties with respect to the subject matter of the Agreement.

B. COUNTERPART/SIGNATURES/E-DELIVERY. This Agreement may be executed in any number of counterparts, all of which, taken together shall constitute one original executed Agreement. A manually signed copy of this Agreement may be executed and delivered by facsimile, email or other acceptable means of electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

C. STANDARD OF PERFORMANCE. The Service Provider shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). All services by the Service Provider shall be performed in compliance with the specified requirements, in a manner satisfactory to the CRA, and in accordance with the generally accepted business practices and procedures of the CRA and pursuant to the governing rules (including USDOT) and regulations of the industry, based on the type of services performed hereunder.

D. MODIFICATION AND AMENDMENT. Any changes, modifications or amendments to this Agreement shall not be considered agreed to or binding on the other party, unless such modification(s) have been agreed to in writing and approved by the appropriate CRA officials in accordance with applicable laws and regulations.

E. CONFIDENTIALITY. While performing work under this Agreement, the Service Provider may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to the CRA or its officials or employees. Such information shall include materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by the CRA related to funding and financial and business information; (ii) all information owned, possessed or used by the Service Provider, which is communicated to, learned, developed or otherwise acquired by the Service Provider in the performance of the Services for the CRA; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that the Service Provider has been advised by the CRA is confidential, privileged or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in the Service Provider's possession prior to disclosure by the CRA; (ii) information generally available to the public or that becomes available to the public through a source other than the CRA, or (iii) information that was rightfully obtained by the Service Provider from a third party who is under no obligation of confidentiality to the CRA with respect to such information. The Service Provider agrees that it will accept and hold confidential information obtained from the CRA in confidence at all times during and after termination of this Agreement in accordance with this Agreement and subject to the governing ethical rules of professional responsibility applicable to Service Provider's representation of CRA. The Service Provider shall neither use nor disclose or communicate such information, except as provided in this Agreement or as required by law, without the prior written permission of the CRA.

The Service Provider acknowledges and agrees that a breach by the Service Provider of this section will cause the CRA irreparable injury and damage; therefore, the Service Provider expressly agrees that the CRA shall be entitled to injunctive or other equitable

relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. The Service Provider agrees that it will disclose confidential information only to those employees who have a need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions titled "Public Statements" and "Rights in Data."

F. USDOT OWNERSHIP AND INQUIRIES. Both the CRA and the Service Provider acknowledge that work performed under this agreement will be funded by the USDOT. The CRA and the Service Provider acknowledge USDOT's right to access information and data generated in the performance of the Services for the CRA. Notwithstanding other requirements in this Agreement, the CRA will not preclude the Service Provider from cooperating and complying with requests for information and data from USDOT.

G. PUBLIC STATEMENTS. The Service Provider shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the Services, without first obtaining written consent from the CRA. The Service Provider shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

H. SERVICE PROVIDER'S PERSONNEL. The Service Provider certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Service Provider. The Service Provider further certifies that all of its employees or subcontractors assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them.

The Service Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation, and benefits. The CRA shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Service Provider. In addition, the Service Provider shall be solely liable and responsible for all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Service Provider pursuant to this Agreement.

I. INDEPENDENT RELATIONSHIP. Service Provider acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the CRA the right to direct the Service Provider as to the details of the performance of its obligations hereunder or to exercise a measure of control over the Service Provider is only in furtherance of the contractual relationship.

It is further expressly agreed and understood by the Service Provider that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the CRA shall not be liable for any representation, act, or omission of the Service Provider contrary to the provisions hereof.

V. TERMINATION.

A. It shall be cause for the immediate termination of this Agreement if, after its execution, the CRA determines that either:

1. The Service Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pleaded nolo contendere, or has pleaded or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

2. The Service Provider subcontracted, assigned, delegated, or transferred its rights, obligations, or interests, voluntarily or involuntarily, under this Agreement without the CRA's consent or approval; or

3. The Service Provider has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Service Provider's assets; or

4. The Service Provider is no longer licensed or authorized to provide the services to be rendered hereunder.

B. The Service Provider and/or the CRA may terminate this agreement upon providing written notice of the Parties' intent to terminate by providing thirty (30) days written notice. The CRA shall, at the CRA's option, have the right to obtain like services elsewhere or to take over the work.

C. Notwithstanding the foregoing or any section herein to the contrary, the Service Provider shall not be relieved of liability to the CRA for damages sustained by the CRA by virtue of any breach of the Agreement by the Service Provider, including attorney's fees and costs incurred by CRA, and the CRA may withhold any payments to the Service Provider, for the purpose of setoff, until such time as the exact amount of damages due the CRA from the Service Provider is determined in the court of competent jurisdiction and recovered by CRA. Further, the CRA shall not be relieved of liability to the Service Provider for damages sustained by the Service Provider by virtue of any breach of the Agreement by the CRA, including attorney's fees and costs incurred by the Service Provider.

D. The CRA may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 days prior written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to compensation for any satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the CRA be liable to the Service Provider for expenses incurred after the termination date, unless otherwise agreed upon by the Parties. All services completed by the Service Provider prior to the Termination Date shall be documented and all tangible work documents shall be transferred to the CRA prior

to payment for services rendered, and shall become the sole property of the CRA, except to the extent such documents are deemed work-product by Service Provider and therefore, remain within the ownership and possession of Service Provider. Such termination by the CRA shall not be deemed a Breach of Contract by the CRA, and the Service Provider shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

E. Upon request, Service Provider shall deliver to the CRA all hard copy and electronic files owned by CRA and maintained by Service Provider on behalf of the CRA within thirty (30) days of termination of this Agreement. Upon reasonable request, the CRA reserves the right to obtain such information prior to the termination of this Agreement.

VI. COMPENSATION FOR CORRECTIONS. No compensation shall be due or payable to the Service Provider pursuant to this Agreement for any of the services performed by the Service Provider in connection with the CRA effecting corrections to the services when such corrections are required as a direct result of negligence by the Service Provider to properly fulfill any of its obligations herein.

VII. REMEDIES CUMULATIVE. All remedies available to the CRA provided herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the CRA from pursuing other remedies available at law or in equity.

VIII. SUBCONTRACTING, ASSIGNMENT or TRANSFER. Except as provided in CRA assigned Task Orders the Service Provider shall not subcontract to any other contractor, assign, delegate, or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the CRA. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the CRA. No subcontracting, assignment, delegation, or transfer shall relieve the Service Provider from performance of its duties hereunder; neither shall the CRA be responsible for the fulfillment of the Service Provider's obligations to its transferors or subcontractors. Upon request of the CRA, the subcontracting, assigning, delegating, or transferring party shall provide all documents evidencing the transfer.

IX. CONFLICT OF INTEREST. Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Service Provider covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. The Service Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the CRA as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor Service Provider to the Service Provider in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the CRA shall have the right to recover or withhold the full amount of such gratuities.

X. GENERAL COMPLIANCE WITH LAWS. The Service Provider certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee

and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the CRA, upon request. The Service Provider is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). The Service Provider shall promptly notify the CRA of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

XI. NON-DISCRIMINATION. The Service Provider hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Service Provider's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law.

XII. SEVERABILITY. If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

XIII. SUBJECT TO FUNDING. This Agreement is subject to availability of funds by the CRA and the USDOT. In the event sufficient funds for this Agreement are not available for any of its fiscal period during the term hereof, then the CRA shall immediately terminate this Agreement upon written notice to the Service Provider. In the event of such termination, the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by the CRA shall not be deemed a Breach of Contract by the CRA, and the Service Provider shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

XIV. CONTRACTING WITH DISADVANTAGED BUSINESS ENTERPRISES (DBE). The Service Provider shall take action to ensure that Disadvantaged Business Enterprises including Minority-owned (MBE), Woman-owned (WBE), Small Business (SBE), and Locally Owned Small Business (LOSB), which have been certified by the City, County, or other applicable entity, are utilized when possible as sources of supplies, equipment, construction, and services. Service Provider shall seek to maintain the percentages of participation by SBE/LOSB's and M/WBES's committed to in the Scope of Work provided in CRA assigned Task Orders.

XV. PUBLIC RECORDS. Notwithstanding anything to the contrary contained herein or within any other document supplied to the CRA by the Service Provider, the Service

Provider understands and acknowledges that the CRA is a governmental entity subject to the State of Tennessee Public Records Act.

XVI. ORGANIZATION STATUS AND AUTHORITY. The Service Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. The execution, delivery and performance of this Agreement by the Service Provider has been duly authorized by all requisite action and will not violate any provision of law. Each person executing this Agreement represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents, and execution of the Agreement was duly and regularly authorized by the party's governing body.

XVII. RECORDS AND AUDITS. The Service Provider shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement. Any audit, inspection, or interview pursuant to this section shall be limited to books, records, and factual matters pertaining solely to the engagement of Service Provider by the CRA and the services provided pursuant to any engagement subject to this Agreement. The Service Provider shall retain such records, and shall make such records available to the CRA, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the CRA upon request.

XVIII. DISPUTE RESOLUTION. In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the Parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate. Solely with respect to any dispute or disagreement pertaining to fees and billings, a dispute concerning a question of fact in connection with fees and billings between the Service Provider and the CRA shall be referred via mediation with a mediator agreed upon by both the Parties.

XIX. FORCE MAJEURE. Service Provider shall not be deemed in default hereunder, or be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause.

XX. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

XXI. NOTICES. All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail,

postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is by such courier service.

All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

To the CRA:

City of Memphis and Shelby County Community Redevelopment Agency
850 N. Manassas
Memphis, TN 38107

To the Service Provider:

Insert Address

XXII. CRA LIABILITY. The CRA shall have no liability except as specifically provided in this Agreement.

XXIII. INDEMNIFICATION. The Service Provider shall indemnify, save and hold harmless the CRA, its elected and appointed officials, officers, agents and employees from and against any and all suits, claims, liabilities, damages (consequential or otherwise), or losses brought for bodily injury or damage to property (including attorneys' fees) that arise or are alleged to have arisen as a result of any conduct, whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Agreement or in the performance of the services required hereunder, by the Service Provider, its subcontractors, agents or employees, excepting those losses or damages directly caused solely by the acts, errors, or omissions of the CRA or any of its officers, agents or employees. This indemnification shall survive the expiration or termination of this Agreement. The Service Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Service Provider shall in no way limit the Service Provider's responsibility to indemnify, defend, save, and hold harmless the CRA or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required. Notwithstanding the foregoing and only with respect to Service Provider's performance of professional or engineering services, Service Provider's indemnity obligations shall be limited to the extent of its negligence.

The CRA reserves the right to appoint its own counsel to represent the CRA interests regarding any matter defended hereunder. The Service Provider acknowledges that the CRA has no obligation to provide legal counsel or defense to the Service Provider, its employees, or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against the Service Provider as a result of or relating to obligations under this agreement. The CRA shall have no obligation for the payment of any judgments, or the settlement of any claims asserted against the Service

Provider or its subcontractors or employees as a result of or relating to the Service Providers obligations hereunder.

The Service Provider shall immediately notify the CRA; 850 N Manassas St, Memphis, TN 38107, of any claim or suit made or filed against the Service Provider or its subcontractors regarding any matter resulting from or relating to the Service Provider's obligations under this Agreement and agrees to cooperate, assist, and consult with the CRA in the defense or investigation thereof.

XXIV. INSURANCE.

A. The Service Provider shall not commence any work under this agreement until it has obtained all insurance required hereunder. Contemporaneous with the execution of this Agreement Service Provider shall furnish the CRA a Certificate of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect and name the CRA, their officials, agents, employees, and representatives as additional insured. All insurance companies must be acceptable to the CRA of Memphis and licensed in the State of Tennessee.

B. If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to the Service Provider may be withheld until those requirements have been met, or at the option of the CRA, the CRA may pay the renewal premiums and withhold such payments from any monies due the Service Provider.

C. The Service Provider shall maintain, at its expense, at minimum, the following insurance coverage during the life of the Agreement covering liability, bodily injury and property damage as provided in Section E of this section.

D. Each certificate or policy shall require and state in writing the following clauses: "Thirty (30) days prior to cancellation or change in the policy, notice thereof shall be given to the CRA" by registered mail, return receipt requested to the following address:

City of Memphis and Shelby County Community Redevelopment Agency
850 N. Manassas
Memphis, TN 38107

E. Employer's Liability & Worker's Compensation, General & Professional Liability, & Automobile Liability

- i. Worker's Compensation & Employer's Liability
 - 1. Statutory limits
- ii. General & Professional Liability
 - 1. General Aggregate \$2,000,000.00
 - 2. Product, Completed Operations Aggregate \$2,000,000.00
 - 3. Personal injury \$1,000,000.00
 - 4. Each Occurrence \$1,000,000.00
 - 5. Medical Expense \$5,000.00
- iii. Automobile Liability
 - 1. Combined Single Limit \$1,000,000.00
- iv. Excess Liability
 - 1. Each Occurrence \$1,000,000.00

2. Aggregate \$2,000,000.00
3. Disease, Policy Limit \$500,000.00
4. Disease, Each Employee \$100,000.00

XXV. GOVERNING LAW, JURISDICTION AND VENUE. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the Parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee. The prevailing party in any litigation arising hereunder shall be entitled to reasonable attorney's fees and costs.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Agreement.

SERVICE PROVIDER

**CITY OF MEMPHIS AND
SHELBY COUNTY COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

By: _____

Title: _____

Chairperson

DRAFT

Exhibit A

Definitions

“Grant Management,” is defined as managing tasks, consultants, and subawardees in relation to a schedule of grant activities to be performed over the course of the grant implementation period. Services may monitoring compliance with USDOT & FHWA terms & conditions, preparing and submitting reports, preparing and submitting federal financial forms, document review, data entry, expense tracking, and budget analysis. *All services referenced as “Grant Management,” shall be tasked by type, invoice# and date.*

“Project Management,” is defined as managing tasks, consultants, and subawardees in relation to a schedule of grant activities to be performed over the course of the grant implementation period. Services may include coordinating project team meetings, preparing project manuals and associated procurement documents, leading community engagement meetings, and preparing agendas and minutes. *All services referenced as “Project Management” shall be tasked by type, invoice# and date.*

“Meeting” is defined as service activities that include attending and/or presenting at a Community Stakeholder Meeting, Project Team Meeting, or other meetings as appropriate. *All services referenced as “Meeting,” shall be tasked by type, invoice# and date.*


“Other General Services,” is defined as service activities that do not fall specifically into any other defined category but are assigned by task order and the performance of said service will be conducted in accordance with approved activities in the CRA’s workplan and Grant Agreement with the FHWA &USDOT. **All services referenced as “Other General Services,” shall be tasked by invoice# and number.**

ATTACHMENT B

1. **Award No.**
693JJ32540290
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.940
4. **Award To**
City of Memphis and Shelby County
Community Redevelopment Agency
850 N Manassas St, Memphis, TN 38107
Unique Entity Id.: QBDXBYCLBF73
TIN No.: 47-1283946
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-43, Mail Drop E62-204
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award –
December 31, 2027
7. **Total Amount**
Federal Share: \$2,693,160
Recipient Share: \$127,500
Total: \$2,820,660
8. **Type of Agreement**
Grant
9. **Authority**
Inflation Reduction Act (IRA), § 60501; 23
U.S.C. 177, enacted as Pub. L. 117-169 (Aug.
16, 2022)
10. **Procurement Request No.**
HEPP250015PR
11. **Federal Funds Obligated**
\$2,693,160
12. **Submit Payment Requests To**
See Article 13 of the General Terms and
Conditions.
13. **Payment Office**
See Article 13 of the General Terms and
Conditions.
14. **Accounting and Appropriations Data**
1560647B50.2022.060NE02500.6601000000.41010.61006600.0000000000.0000000000.00000000
00.0000000000
15. **Description of Project**
The City of Memphis and Shelby County Community Redevelopment Agency (CRA) is proposing to lead a community-driven planning effort to mitigate the barrier and impacts of Interstate 40 for several historically African American and disadvantaged neighborhoods in North Memphis. The goal of the planning project is to engage the affected communities in a design process with the assistance of a team of professionals to develop innovative strategies to reconnect these neighborhoods through the enhancement of twelve crossing points.

RECIPIENT

16. Signature of Person Authorized to Sign

 - 11/19/24
Signature Date
Name: McKinley Martin, Jr.
Title: Chairman

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

11/20/2024
Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 NEIGHBORHOOD ACCESS AND EQUITY PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Memphis and Shelby County Community Redevelopment Agency (the “Recipient”).

This agreement reflects the selection of the Recipient to receive an NAE Grant for the Over and Under I-40 planning project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity (NAE) Notice of Funding Opportunity: FHWA Projects,” dated October 1, 2024, which is available on the RCN [website](#). 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.
- (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 NAE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the NAE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Over and Under I-40

Application Date: 09/28/2023

2. Recipient's Unique Entity Identifier.

See section 24.3 of the General Terms and Conditions; also see page 1, item 4.

3. Recipient Contact(s).

Name: Vivian Ekstrom

Title: Director of Planning & Community Development

Agency: CRA

Mailing Address: 850 N. Manassas St Memphis, TN 38106

Phone Number: (901) 435-6992 x 219

Email Address: Vivian.ekstrom@cramemphis.org

4. Recipient Key Personnel.

Name	Title or Position
Andrew Z. Murray	President
Lobelia Cole-Smith	Chief Financial Officer
Vivian Ekstrom	Dir. of Planning & Community Development
Emma Turri	Project Manager

5. USDOT Project Contact(s).

Ryan Buck

Agreement Officer (AO)

Federal Highway Administration

Office of Acquisition and Grants Management

HCFA-43, Mail Stop E62-310

1200 New Jersey Avenue, S.E.

Washington, DC 20590

Ryan.Buck@dot.gov

(202) 366-4229

and

Vincent Speaks
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-43, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-7799
Vincent.Speaks@dot.gov

and

Melanie Murphy
Agreement Officer Representative (AOR)
Transportation Planning Specialist
404 BNA Drive, Suite 508
Nashville, TN 37217
615-781-5767
Melanie.Murphy@dot.gov

and

Kenneth Petty
Director, Office of Planning
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E72-330
Washington, DC 20590

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions; also see page 1, item 1.

9. Designated Subrecipient.

Designated Subrecipient: Innovate Memphis
516 Tennessee St
Memphis, TN 38103

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The City of Memphis and Shelby County Community Redevelopment Agency (CRA) is proposing to lead a community-driven planning effort to mitigate the barrier and impacts of Interstate 40 for several historically African American and disadvantaged neighborhoods in North Memphis. The goal of the planning project is to engage the affected communities in a design process with the assistance of a team of professionals to develop innovative strategies to reconnect these neighborhoods through the enhancement of twelve crossing points.

2. Statement of Work.

Objective & Purpose

Over and Under I-40 (the Project) will involve a 2.75-mile segment of I-40 through North Memphis that includes the neighborhoods of Klondike, Smokey City, New Chicago, North Parkway-Forest, Speedway Terrace, Medical District, and Crosstown. Through the proposed planning process, CRA will hire a team of transportation planners, engineers, landscape architects, and local artists to assist these communities in redefining North Memphis's relationship with I-40 and develop actionable solutions that provide a safe, vibrant experience for residents and their vision for their community. Because of the egregious conditions of the intersections and their significant neighborhood impacts, community-driven planning has been conducted over the last 5-10 years, and this planning grant builds on that foundation, with a focus on working out the design details and to prepare as much as possible for implementation. Important elements for consideration will include improving pedestrian and bike infrastructure, reimagining perilous pedestrian bridges, and exploring measures to turn adjacent vacant lots into a network of environmentally beneficial green spaces with trails.

Scope

The CRA will engage the affected communities in a design process with the assistance of a team of professionals to develop innovative strategies to reconnect these neighborhoods through the enhancement of twelve (12) crossing points. The planning project will integrate environmental sustainability and resilience by incorporating elements of green infrastructure to help with flooding or pollution and changes that make it easier to bike and walk.

Project Management

Project oversight will be a CRA staff duty as monitored by its leadership and Board of Directors. CRA will also seek project management and programmatic support recommendations from a contracted consulting firm (procured through a competitive solicitation process and CRA procurement policies) for various administrative and reporting tasks. CRA project staff will also oversee the financial accounting and tracking aspects of the grant with potential support from the above-mentioned consultant. The

CRA will assemble a project team and share a summary of the terms and conditions of the grant agreement with the project team at the kick-off meeting in first quarter 2025.

Community & Stakeholder Engagement

The community engagement and community-based stewardship strategy for this project is based on CRA's vision to restore, reinvest, and reconnect – providing residents with a healthy and safe environment, economic opportunity, affordable housing and excellent quality of life. CRA invests in the longevity of the neighborhoods we serve through community-driven planning, resulting in deep and long-standing relationships. Valuable working relationships built by the Uptown Community Advisory Committee will serve as a model and springboard to reach neighbors across I-40. Community liaisons will be recruited to participate in the design process and receive support for their time and efforts.

Community engagement will establish long-term partnerships and/or local employment opportunities that will help manage and support ongoing maintenance and upkeep of improved infrastructure and new pocket parks. Our initial database of stakeholders in the area includes churches, schools, neighborhood associations, nonprofits, business owners, and elected officials. We plan to grow this database and incorporate robust community and stakeholder engagement throughout this planning process.

The City of Memphis and the Tennessee Department of Transportation (TDOT) will also be key partners in the success of this planning process. Both have agreed to support the project, assist the planning/design team with existing resources, and participate in finding solutions that will work under their constraints and meet the goals of the community.

Research & Data Collection

Work for this part of the planning project will include:

- Gathering and/or development of resources such as surveys, traffic studies, and environmental assessments needed to support the planning/design process.
- Creating a dedicated website for the duration of grant and public facing GIS-based story map to share data and information related to the project.

Planning & Design

Based on community and stakeholder engagement and research/data collection, the planning process will result in:

- Concept designs for all 12 twelve crossing points that feature improved pedestrian, biking, and ADA mobility infrastructure, with complete design plans for a subset of priority projects. These design plans will also incorporate strategies for integrating public activation and art elements celebrating local history and culture.

- Plans for environmental enhancements, including the use of nearby CRA-owned parcels that will improve accessibility and resiliency, including landscape design and a planting guide for native plants and trees that will help mitigate air quality and stormwater issues.
- A preliminary construction cost estimate and cost-benefit analysis.
- A list of required permits and other preliminary analysis to inform the environmental review process.
- Implementation plan defining immediate and longer-term projects and actions required.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 6/30/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions; also see page 1, item 6.

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	12/31/2027

3. Special Milestone Deadlines.

None.

4. Prerequisite Dates.

Milestone	Date
Added to Unified Planning Work Program (UPWP)	05/21/2024

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

NAE Grant Amount: \$2,693,160

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
NAE Funds:	\$2,693,160
Other Federal Funds:	\$0
Non-Federal Funds:	\$127,500
Total:	\$2,820,660

4. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E

CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope:

No changes

Schedule:

No changes

Budget:

No changes

Other:

SCHEDULE F
NAE PROGRAM DESIGNATIONS

1. Capital Construction or Planning Designation.

Capital-Planning Designation: Planning

2. Regional Partnership Challenge Grant

Regional Partnership Designation: No

3. Economically Disadvantaged Community Designation.

Economically Disadvantaged Community Designation: Yes

4. Funding Source.

Funding Source: General Fund

5. Security Risk Designation: Low

SCHEDULE G
NAE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

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

X	The Project is a planning project and incorporates consideration of climate change and environmental justice impacts. <i>(Identify how the planning project incorporates consideration of climate change and environmental justice impacts in the narrative below.)</i>
	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the Climate & Economic Justice Screening Tool (CEJST), USDOT’s Equitable Transportation Community (ETC) Explorer, or the EPA’s EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

Encouraging alternative modes of transportation and increasing green infrastructure are primary objectives of the Memphis Area Climate Action Plan (CAP), which calls for a 71% reduction in carbon emissions by 2050. Transportation accounts for 39% of the area's 16.9 million metric tons of CO₂e, and the goal is to convert 40% of vehicle trips to bike/ped by 2050 (10% by 2030) using Complete Streets to encourage walking and biking. An average of 23% of households in the planning area do not have access to a car (compared to the national average of 8%), and residents consider transit as unreliable, untimely, and an option of last resort.

All six census tracts included in the planning area are burdened according to the Climate and Economic Justice Screening Tool (CEJST), meaning that they all are areas of low income and face challenges in the following additional categories: climate change, energy, health, housing, transportation, and workforce development.

The project area lacks green space, and tree canopy cover ranges from 7% to 36% – far lower than the city-wide goal of 55%. This is particularly true of the I-40 corridor, and all six census tracts are urban heat islands experiencing peak temperatures that are, on average, 8°F hotter than nearby areas that have more trees and less impervious surface (ClimateCentral.org, 2023). Extreme heat in urban heat islands amplifies air pollution and exacerbates the health burdens of North Memphis residents. Vacant lots will be considered for redevelopment as healthy green spaces offering environmental and aesthetic improvements, such as pocket parks, urban forests, and meadows, to help improve air quality and provide a buffer between communities and the expressway. Cleaning and caring for these areas will help to discourage trash dumping and littering in the near term.

The redesign of the over- and underpasses and expansion of public greenspaces will improve air quality and provide new opportunities for outdoor recreation, yielding physical health benefits over time. Urban landscaping – and particularly tree planting – has the capacity to mitigate heat over time by increasing the neighborhoods' tree canopy and replacing impervious or naked dirt surfaces with native plants.

According to the Census Bureau's 2021 5-year ACS, in the six census tracts within half a mile of the targeted segment of highway, 84% of the population are people of color, over 60% are low income, and 33% of the population lives below the federal poverty line. Median household income is less than half of the national average and 70% of households are renters. All six census tracts are Historically Disadvantaged Communities and Areas of Persistent Poverty, according to the US DOT/FTA mapping tool. As articulated in *Memphis 3.0*, the City of Memphis ranks first nationally in both overall and child poverty among large metro areas. A recent study found that 68% of the population lives in economic distress, as measured by indices of educational attainment, unemployment, median income, vacant houses, and shuttered businesses. Nearly 80% of Memphis's poor are African American. The residents of these neighborhoods face housing burdens such as historic disinvestment and high barriers to accessing home loans, high housing costs, lack of indoor plumbing, and frequent presence of lead paint;

and of course, all suffer the consequences of being situated in an area of very high traffic volume.

Schedule I

Equity And Barriers To Opportunity

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

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

X	The Project is a planning project and incorporates consideration of racial equity and barriers to opportunity. <i>(Identify how the planning project incorporates consideration of racial equity and barriers to opportunity in the narrative below.)</i>
	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The North Memphis neighborhoods in the project area remain some of the poorest and most disinvested in Memphis. According to the Census Bureau’s 2021 5-year ACS, in the six census tracts within half a mile of the targeted segment of highway, 84% of the population are people of color, over 60% are low-income, and 33% of the population lives below the federal poverty line. Median household income is less than half of the national average and 70% of households are renters. All six census tracts are Historically Disadvantaged Communities and Areas of Persistent Poverty, according to the US DOT/FTA mapping tool.

The current design and condition of routes providing access across I-40 restrict access for the disabled; risk the safety of children living and attending school in the project area; limit access to community facilities and services; and restrict access to fresh food. The condition of public access facilities over and under I-40 clearly presents significant barriers to mobility and the quality of life in North Memphis and signals that the community's safety and well-being are not valued.

The CRA is deeply aware of these racial inequities and barriers to opportunity, and we are committed to working with the community to reimagine this infrastructure to mitigate negative effects, improve the safety of residents, and support economic opportunity and mobility.

3. Community Engagement Activities.

To bolster our community engagement results, CRA will partner with Innovate Memphis, a nonprofit organization formed to work closely with government to support city-wide change and innovate solutions. Their ability and experience to conduct research, investigate root causes, and create tactical strategies will strengthen the capabilities of CRA to tackle this complex problem. Their role will be to collect baseline data, problem research, assist with facilitation of at least eight community meetings, and to create an ESRI story map to share information and spur participation.

Community engagement will establish long-term partnerships and/or local employment opportunities that will help manage and support ongoing maintenance and upkeep of improved infrastructure and new pocket parks. The organizations and individuals included in the planning process demonstrate the diversity of support from churches, schools, neighborhood associations, nonprofits, business owners, and elected officials for this project. They share a desire to see long overdue attention, investment, and action for change. Part of the planning process will be dedicated to working with community members and local artists to integrate the cultural identity/heritage of the community – adding beauty and visual interest to what is now a foreboding environment. Incorporating design, public art and/or the creative input of artists to the redevelopment of these spaces will offer the ability to create gateways of celebration, removing the stigma of neglect and blight.

The community engagement and community-based stewardship strategy for this project is based on CRA's vision to restore, reinvest, and reconnect – providing residents with a healthy and safe environment, economic opportunity, affordable housing and excellent quality of life. CRA will forge stronger community bonds, ensuring every resident in the North Memphis project area feels heard, seen, and represented. CRA invests in the longevity of the neighborhoods we serve through community-driven planning, resulting in deep and long-standing relationships. The CRA's Community Building department has

developed successful partnerships with over 60 neighborhood organizations and businesses through a block-by-block approach to combatting blight.

4. Activities to Safeguard Affordability.

N/A

SCHEDULE J LABOR AND WORKFORCE

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

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

X	The Project is a planning project. <i>(Identify in the narrative below the extent to which, if any, the planning project incorporates consideration of good-paying jobs and strong labor standards.)</i>
	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

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

If a project identified in the resulting plan gets awarded NAE funds in the future, CRA will take the appropriate actions to create good-paying jobs and strong labor standards, such as supporting apprenticeships and training and placement programs for underrepresented workers.

ATTACHMENT C

U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022
RECONNECTING COMMUNITIES PILOT PROGRAM:
FHWA PROJECTS

Revision date: April 24, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) (the “**IIJA**”) made funds available to the United States Department of Transportation (the “**USDOT**”) for fiscal year 2022 to carry out IIJA div. A § 11509 by providing Federal financial assistance to projects that restore community connectivity by: studying the feasibility and impacts of removing, retrofitting, or mitigating transportation facilities that create barriers to community connectivity due to design factors; conducting planning activities necessary to design projects to remove, retrofit, or mitigate those facilities; and conducting construction activities necessary to carry out projects to remove, retrofit, or mitigate those facilities. The USDOT program administering those funds is the Reconnecting Communities Pilot program (the “**RCP Program**”).

On June 30, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “Reconnecting Communities Pilot Discretionary Grant Program” and funding opportunity number DOT-RCP-FY22-01. The notice of funding opportunity posted at Grants.gov, as amended on September 30, 2022, (the “**NOFO**”) solicited applications for Federal financial assistance under the fiscal year 2022 RCP Program. On February 28, 2023, the USDOT announced application selections under the NOFO.

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

ARTICLE 1 PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project to restore community connectivity by: studying the feasibility and impacts of removing, retrofitting, or mitigating an existing eligible facility; conducting planning activities necessary to design a project to remove, retrofit, or mitigate an existing eligible facility; or conducting construction activities necessary to carry out a project to remove, retrofit, or mitigate an existing eligible facility. The parties will accomplish that purpose by achieving the following objectives:

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

In this section, the term “eligible facility,” is used as defined at IIJA div. A § 11509(a)(1).

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 RCP Program, the approval of this agreement, and any modifications to this agreement under section 15.1.
- (b) The Federal Highway Administration (the “FHWA”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

2.2 USDOT Program Contacts.

If the Capital-Planning Designation in section 1 of schedule F is “Planning”:

FHWA RCP Program Manager—Planning Grants
Kenneth Petty
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E72-330
Washington, DC 20590
(202) 366-6654
Kenneth.Petty@dot.gov

If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction”:

FHWA RCP Program Manager—Capital Construction Grants
Emily Biondi
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E76-326
Washington, DC 20590
(202) 366-9482
Emily.Biondi@dot.gov

And for all awards under the RCP Program:

OST RCP Program Manager
United States Department of Transportation
Office of Infrastructure Deployment (OST P-40)
1200 New Jersey Avenue SE
Washington, DC 20590
ReconnectingCommunities@dot.gov

ARTICLE 3 RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

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

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

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RCP Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 20.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

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

3.4 Project Delivery.

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

3.5 Rights and Powers Affecting the Project.

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

3.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under article 7.

ARTICLE 4
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount. The USDOT hereby awards an RCP Grant to the Recipient in the amount listed in section 1 of schedule D as the RCP Grant Amount.

4.2 Federal Funding Source.

- (a) If section 3 of schedule F identifies the Funding Source as “Trust Fund,” then the RCP Grant is from RCP Program funding that was made available for fiscal year 2022 at IIJA div. A § 11101(d)(3).
- (b) If section 3 of schedule F identifies the Funding Source as “General Fund,” then the RCP Grant is from RCP Program funding that was appropriated for fiscal year 2022 in IIJA div. J, tit. VIII, at paragraph 7 under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs.”
- (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 RCP Program funding that was made available for fiscal year 2022 at IIJA div. A § 11101(d)(3) and the amount listed for “General Fund” is from RCP Program funding that was appropriated for fiscal year 2022 in IIJA div. J, tit. VIII, at paragraph 7 under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs.”

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 RCP 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 RCP 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 RCP 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) The Recipient acknowledges that 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).

4.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

4.5 Period of Performance.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.
- (c) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 5.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.
- 5.2 Scope and Statement of Work Changes.** If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.
- 5.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:
- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
 - (2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or
 - (3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

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 section 3 of schedule D:
 - (1) the total "Non-Federal Funds" 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 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 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 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 "RCP Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

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

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RCP 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 the USDOT contacts who are listed in section 2.2.
- 6.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 6.3 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in articles 7 and 8, 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.** On or before the 20th 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 in the format and with the content described in exhibit C. 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.
- 7.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit
- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under the Administering Operating Administration’s award closeout procedures.

ARTICLE 8

PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then:

- (1) before the start of construction on the Project but not earlier than one year before the start of construction on the Project, the Recipient shall collect baseline data for each performance measure that is enumerated in schedule G; and
- (2) not later than January 31 of the calendar year that begins after the Recipient collects baseline data under section 8.1(a), the Recipient shall submit a Baseline Performance Measurement Report containing the data collected under section 8.1(a), stating the dates when the data was collected, and describing, in detail, the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is enumerated in schedule G.

8.2 Post-construction Performance Measurement.

(a) If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then:

- (1) for each performance measure that is enumerated in schedule G and has a quarterly measurement frequency, for each of 19 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure; and
- (2) for each performance measure that is enumerated in schedule G and has an annual measurement frequency, the Recipient shall collect data for that performance measure on at least five separate occasions: (i) once during the three consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; (iii) once during the eighth calendar quarter after the first collection; (iv) once during the twelfth calendar quarter after the first collection; and (v) once during the sixteenth calendar quarter after the first collection.

(b) Not later than January 31 of each year that follows a calendar year during which data was collected under section 8.2(a), the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under section 8.2(a) in the previous calendar year and stating the dates when the data was collected.

(c) If an external factor significantly affects the value of a performance measure collected under section 8.2(a), then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report described in section 8.2(b) and discuss the external factor’s influence on the performance measure.

- 8.3 Project Outcomes Report.** If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then the Recipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2(a), a Project Outcomes Report that contains:
- (1) an analysis of the impacts of the project, including a comparison of the baseline performance measurement data collected under section 8.1 with the post-construction performance measurement data that the Recipient reported in the final Post-construction Performance Measurement Report required under section 8.2(b);
 - (2) for each performance measure that is enumerated in schedule G, an analysis of the accuracy of the projected outcome listed in schedule G; and
 - (3) all data collected under sections 8.1 and 8.2(a).
- 8.4 General Performance Measurement Requirements.** For each performance measure that is enumerated in schedule G, the Recipient shall ensure that all data collections under this article 8 are completed in a manner consistent with the description, location, and other attributes associated with that performance measure in schedule G.
- 8.5 Outcome Measurement and Reporting Survival.** The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9 NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

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

- (3) dispute the noncompliance.

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

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

9.2 Remedies.

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

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

ARTICLE 10 AGREEMENT TERMINATION

10.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-RCP 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 RCP Grant; or
 - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

10.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.

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

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

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

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

ARTICLE 11 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

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

11.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the

amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. 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 RCP Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

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

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

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

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

12.3 Small and Disadvantaged Business Requirements. The Recipient shall comply with 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”). For the purpose of 49 C.F.R. 26.3, that part applies to the Recipient.

12.4 Engineering and Design Services. 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 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.6 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 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

12.7 Subaward and Contract Authorization.

(a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Division,” then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.

(b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer pursuant to 2 C.F.R. 200.308 and 23 C.F.R. part 172, as applicable, for the subaward or contracting out of any work under this agreement. Approvals under 2 C.F.R. 200.308 will

be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination.

ARTICLE 13

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 13.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 13.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.
- 13.3 Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
 - (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.
- 13.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.
- 13.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.
- 13.6 Timing of Payments to the Recipient.**
- (a) Reimbursement is the payment method for the RCP 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 “FMIS,” then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) 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,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (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 Frequency. If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

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 120 days after the end of the period of performance.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

14.2 Funds Cancellation. RCP Program funding that is obligated for this award under section 4.3 remains available until expended.

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

15.3 USDOT Unilateral Modifications.

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

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

ARTICLE 16

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

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

ARTICLE 17

RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

- 17.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.
- 17.2 Community Engagement Activities.** The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 3 of schedule I, the Recipient has sufficiently considered community engagement related to the Project.
- 17.3 Activities to Safeguard Affordability.** The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 4 of schedule I, the Recipient has sufficiently considered safeguards to retain affordability for existing residents and businesses in the Project area and surrounding communities.

ARTICLE 18

LABOR AND WORK

- 18.1 Labor and Work.** Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.
- 18.2 OFCCP Mega Construction Project Program.** If the total eligible project costs that are listed in section 3 of schedule D are greater than \$35,000,000 and the Department of Labor’s Office of Federal Contract Compliance Programs (the “OFCCP”) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 19

CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

- 19.1 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 4 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 20

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

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

20.2 Federal Law and Public Policy Requirements.

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

20.3 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.

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

20.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 25, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

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

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

ARTICLE 21 ASSIGNMENT

- 21.1 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 22 WAIVER

22.1 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 23 ADDITIONAL TERMS AND CONDITIONS

- 23.1 Effect of Economically Disadvantaged Community Designation.** If section 2 of schedule F lists “Yes” for the “Economically Disadvantaged Community Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will benefit an economically disadvantaged community, as defined in section H.1 of the NOFO.

- 23.2 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.

23.3 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

23.4 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and
 - (2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 23.4 for all tiers of subawards under this award.

23.5 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 under 23 U.S.C. 326 or 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 FHWA.
- (b) Except as authorized under section 23.5(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

- (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 23.5(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
 - (1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

23.6 Railroad Coordination. If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with

23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 24 MANDATORY AWARD INFORMATION

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

- (1) the "Federal Award Date" is the date of this agreement, as defined under section 26.2;
- (2) the "Assistance Listings Number" is 20.940 and the "Assistance Listings Title" is "Reconnecting Communities Pilot (RCP) Discretionary Grant Program"; and
- (3) this award is not for research and development.

24.2 Federal Award Identification Number.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

24.3 Recipient's Unique Entity Identifier.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed on page 1, line 4 of the project-specific agreement.

ARTICLE 25 CONSTRUCTION AND DEFINITIONS

25.1 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	RCP Program Designations
Schedule G	RCP Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work

25.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 Reconnecting Communities Pilot Program,” dated April 24, 2023, and available at <https://www.transportation.gov/grants/reconnecting-communities/reconnecting-communities-grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

25.3 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 25.1 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 25.1.

(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.

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

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

“**General Terms and Conditions**” means this document, including articles 1–26.

“Program Statute” means the collective statutory text:

- (1) at IIJA div. A § 11509; and
- (2) at paragraph 7 under the heading “Department of Transportation—Federal Highway Administration—Highway Infrastructure Programs” in IIJA 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–J.

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

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

ARTICLE 26

AGREEMENT EXECUTION AND EFFECTIVE DATE

- 26.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 26.2 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 RCP Grant when the USDOT’s authorized representative signs it.