U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 BUILD PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”) and the [insert full name of applicant] (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a BUILD Grant for the [insert project name].

The parties therefore agree to the following:

1. General Terms and Conditions.

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 2025 BUILD Program: FRA Projects,” dated April 23, 2025, which is attached to this agreement. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement. For convenience, the General Terms and Conditions are also available at <https://www.transportation.gov/BUILDgrants/grant-agreements>, but if there are any differences between the version attached to this agreement and the version available at that hyperlink, only the version attached to this agreement is applicable.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

1. Special Terms and Conditions.

[Choose the appropriate one of these two alternatives.]

[**Alternative #1:** If there are no special terms and conditions, then use the following:]

There are no special terms for this award.

[**Alternative #2:** If there are special terms and conditions, repeat and modify the following as needed:]

[Special Term Title].

[special term text]

1. Schedule A
Administrative Information
	1. Application.

Application Title: [insert full title of submitted application]

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

* 1. Recipient’s Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

* 1. Recipient Contact(s).

Name

Title

Agency

Mailing Address

Phone Number

Email Address

* 1. Recipient Key Personnel.

None.

* 1. USDOT Project Contact(s).

Name

Title

Agency

Mailing Address

Phone Number

Email Address

* 1. Payment System.

USDOT Payment System: Delphi eInvoicing System

* 1. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

* 1. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

1. Schedule B
Project Activities
	1. General Project Description.

[Insert text from decision memo with any necessary corrections.]

* 1. Statement of Work.
1. BACKGROUND

Instructions: This section also provides high-level overview information regarding the project and applicant/Recipient. Approximately 3–4 paragraph in length.

[**if applicable**:] All necessary planning, preliminary engineering (PE) and National Environmental Policy Act (NEPA) requirements have been completed.

1. OBJECTIVE

Instructions: This section is intended to provide a clear description of the purpose, underlying transportation problem that the project will address; the work that will be accomplished under the agreement; the end-state of the project, and the public benefits that the project is intended to achieve.

1. PROJECT LOCATION

Instructions: This section of the SOW is intended to provide information related to the geographic scope of the project, as well as to identify important related intercity corridors or service. The project location should be specific and detailed. Planning projects should note where the project is likely to be deployed.

1. DESCRIPTION OF WORK

Instructions: This section breaks the scope of work for the project into discrete and delineable tasks. If the project funded under this agreement is part of a larger effort, describe that larger effort, but link tasks specifically to the BUILD-funded portion of the project. Be clear regarding the work to be done in each task and be sure tasks can be linked to deliverables and timelines. Use the guidance below to develop this section.

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

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

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

Task 1 Deliverables:

* Detailed Project Work Plan, Budget, and Schedule
* Project Agreements (if applicable)

Task 2: [insert task name]

[insert a description of the task and the deliverables that will be completed under the task]

Task 2 Deliverables:

* [insert names of required deliverables to be completed under this task]

Alternate Task: [insert task name]

The Recipient shall not perform this task unless (1) all other work under this Agreement is complete and (2) the FRA the provides the Recipient with written approval to proceed with this Alternate Task.

[insert a description of the task, the deliverables, and estimated budget for work that is in addition to the other Tasks in the SOW, that is within the scope of the Technical Application, and that Recipient [will/may] accomplish, depending on the available funds, if all other Tasks in this SOW are completed under budget.]

Alternate Task Deliverables:

* [insert names of required deliverables to be completed under this task]

Task 3: [insert task name]

[insert a description of the task and the deliverables that will be completed under the task]

Task 3 Deliverables:

* [insert names of required deliverables to be completed under this task]
* Final Performance Report (the final deliverable listed in the “description of work” section of the SOW must be the Final Performance Report. The Recipient shall submit this report as required by section 7.2 of the General Terms and Conditions, and the report should describe the cumulative activities of the project, including a complete description of the Recipient’s achievements with respect to the project objectives and milestones)
1. PROJECT COORDINATION

Instructions: This section identifies all the project partners, and other entities that possess responsibility for the implementation of the project. Per Task 1 guidance, the coordination strategy may evolve and require updating over time. Use the format below to discuss project coordination:

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

* [list parties other than the Recipient]
* FRA
1. PROJECT MANAGEMENT

Instructions: This section identifies all actions the Recipient will perform to ensure the effective management and oversight of the project. Use the guidance below to develop a project management approach.

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

* Participate in a project kickoff meeting with FRA
* Complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary
* Hold regularly scheduled Project meetings with FRA
* Inspect and approve work as it is completed
* Review and approve invoices as appropriate for completed work
* Perform Project close-out audit to ensure contractual compliance and issue close-out report
* Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
* Comply with all FRA Project reporting requirements, including, but not limited to:
1. Status of project by task breakdown and percent complete
2. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
3. Description of unanticipated problems and any resolution since the immediately preceding progress report
4. Summary of work scheduled for the next progress period
* Read and understand the Terms and Conditions of this Agreement
* Notify FRA of changes to this Agreement that require written approval or modification to the Agreement
* [list any other project management activities that may be necessary for the Project]
	1. Documents Describing Mitigation Activities.

[Choose the appropriate one of these alternatives.]

[**Alternative #1:** Insert applicable environmental compliance language here, unless it is covered completely in a funded task above.]

[**Alternative #2:** If there are mitigation requirements in the NEPA document or the SHPO MOA/other correspondence:]

| Document Description | Date |
| --- | --- |
| [insert environmental documentation type] | [insert date of decision] |
| [insert applicable MOA/other correspondence with SHPO] | [insert date of MOA/correspondence] |

[**Alternative #3:**]

None.

1. Schedule C
Award Dates and Project Schedule
	1. Award Dates.

 Budget Period End Date:[Choose the appropriate one of these two alternatives.]

[**Alternative #1:** If all funds are being obligated at once:]

Budget Period End Date: MM/DD/YYYY

[**Alternative #2**: If funds are to be obligated in multiple project phases:]

Base Phase Budget Period End Date: MM/DD/YYYY

Option Phase 1 Budget Period End Date: MM/DD/YYYY

Option Phase 2 Budget Period End Date: MM/DD/YYYY

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

* 1. Estimated Project Schedule.

| Milestone | Schedule Date |
| --- | --- |
| Planned Project Completion Date: | [insert date] |

* 1. Special Milestone Deadlines.

[Choose the appropriate one of these two alternatives.]

[**Alternative #1:** If the only critical dates are completion dates, then use the following:]

None.

[**Alternative #2:** If there are additional critical dates, use this table and insert a row for each date. The milestone must be described in enough detail that there is no ambiguity about when it is met. Each of these milestones is intended to establish a clear trigger for USDOT to terminate the award or amend the terms of this agreement.]

| Milestone | Deadline Date |
| --- | --- |
| [Insert milestone] | [insert date] |

1. Schedule D
Award and Project Financial Information
	1. Award Amount.

BUILD Grant Amount: [$XXX]

* 1. Federal Obligation Information.

Federal Obligation Type: Single

* 1. Approved Project Budget.

Project Budget by Task

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Task #** | **Task Name** | **BUILD Funds** | **Other Federal Funds**  | **Non-Federal Funds** | **Total Cost** |
| 1 |  | $ | $ | $ | $ |
| **Total**  | **$** | **$** | **$** | **$** |

Project Budget by Source

|  |  |  |
| --- | --- | --- |
| **Funding Source** | **Project Contribution Amount** | **Percentage of Total Project Cost** |
| BUILD Funds | $ | % |
| Other Federal Funds  |  |  |
| Non-Federal Funds | $ | % |
| **Total Eligible Project Costs** | **$** | **100%** |

In ¶ 11 of the agreement cover sheet, the amount listed in the “Federal” column is the “BUILD Funds” amount in this schedule D.

* 1. Cost Classification Table.

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

* 1. Approved Pre-award Costs

[Choose the appropriate oneof these two alternatives.]

[**Alternative #1:** If pre-award authority has not been approved by OST:]

**None.** The USDOT has not approved under this award any pre-award costs under 2 CFR 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the Project costs and documented in this section 5. See section 18.3(b) of the General Terms and Conditions.

[**Alternative #2:** If pre-award authority has been approved by OST:]

On [insert date], the USDOT approved [Recipient’s] request to allow the following pre-award costs.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Task #** | **Task Name** | **BUILD Funds** | **Other Federal Funds** | **Non-Federal Funds** | **Total Cost** |
| 1 |  | $ | $ | $ | $ |
| **Total**  | **$** | **$** | **$** | **$** |

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

1. Schedule E
Changes from Application

**Scope**:

[ If the activities described in schedule B differ from the scope presented in the application, describe the changes here and explain the need for those changes. If there are no changes, state that there are no changes. ]

**Schedule**:

[ If any dates listed in sections 2–3 of schedule C differ from the estimated schedule presented in the application, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, state that there are no changes and remove the milestone table below. ]

The table below compares the Project milestone dates.

|  |  |  |
| --- | --- | --- |
| Milestone | Application | Schedule C  |
| Planned Preliminary Engineering/NEPA Completion Date: | [insert date] | [insert date] |
| Planned Final Design Completion Date: | [insert date] | [insert date] |
| Planned Construction Substantial Completion Date: | [insert date] | [insert date] |

**Budget**:

[ If any amounts listed in sections 3–4 of schedule D differ from the budget presented in the application, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, state that there are no changes and remove the budget table below. This section should also identify Department approved budget changes that occurred after application submittal and prior to award announcement. ]

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

| **Fund Source** | **Application** | **Schedule D** |
| --- | --- | --- |
| $ | % | $ | % |
| **Previously Incurred Costs** |  |  |  |  |
| Federal Funds |  |  |  |  |
| Non-Federal Funds |  |  |  |  |
| Total Previously Incurred Costs |  |  |  |  |
| **Future Eligible Project Costs** |  |  |  |  |
| BUILD Funds |  |  |  |  |
| Other Federal Funds |  |  |  |  |
| Non-Federal Funds |  |  |  |  |
| Total Future Eligible Project Costs |  |  |  |  |
| Total Project Costs |  |  |  |  |

**Other:**

[ If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.,* recipient changes), then describe those changes here. If there are not, then state that there are no other notable changes from the application. ]

1. Schedule F
BUILD Program Designations
	1. Urban or Rural Designation.

Urban-Rural Designation: [Urban] [Rural]

* 1. Capital or Planning Designation.

Capital-Planning Designation: Planning

* 1. Historically Disadvantaged Community/Area of Persistent Poverty Designation.

HDC/APP Designation: [Yes] [No]

* 1. Funding Act.

Funding Act: [IIJA]

* 1. Security Risk Designation.

Security Risk Designation: [Low] [Elevated]

1. Schedule G
BUILD Performance Measurement Information

**Reserved.**

 Insert supporting text, as described in the table above. ]

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

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

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

* 1. Supporting Narrative.

[ Insert supporting text, as described in the table above. ]