U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2021 RAISE GRANT PROGRAM

Attachment 1a

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 RAISE 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 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FRA Projects,” dated April 23, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. Articles 8–31 are in the General Terms and Conditions. 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 RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

1. Application, Project, and Award

Application.

Application Title: [insert full title of submitted application]

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

* 1. Award Amount.

RAISE Grant Amount: [$XXX]

* 1. Award Dates.

 See ¶ 4 (Project Performance Period) and ¶ 5 (Federal Funding Period) of the agreement cover sheet and sections 11.3–11.4.

* 1. Urban or Rural Designation.

Urban-Rural Designation: [Urban] [Rural]

* 1. Capital or Planning Designation.

Capital-Planning Designation: Planning

Federal Award Identification Number.

 The USDOT identifies this award with the following federal award identification number:

**[INSERT FAIN USED FOR DATA ACT REPORTING]**

1. Summary Project Information

Summary of Project’s Statement of Work.

**[See drafting instructions.]**

Project’s Estimated Schedule.

| Milestone [DELETE LINE BELOW IF N/A] | Schedule Date |
| --- | --- |
| Planned Project Completion Date: | [insert date] |

Project’s Estimated Budget.

|  |
| --- |
| Eligible Project Costs |
| RAISE Grant Amount: | [$XXX] |
| Other Federal Funds: | [$XXX] |
| Non-Federal Funds: | [$XXX] |
| Total Eligible Project Cost: | [$XXX] |

In ¶ 11 of the agreement cover sheet, the amount listed in the “Federal” column is the “RAISE Grant Amount” in this section 3.3; the amount listed in the “Non-Federal” column is the sum of the “Other Federal Funds,” and “Non-Federal Funds” in this section 3.3.

1. Critical Milestone Deadlines

Critical Milestone Deadlines.

[If the only critical dates are completion dates, then use the following:]

**None.** The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may terminate this award under section 17.1(a) on some conditions related to the Project’s estimated schedule, as listed in section 3.2.

[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:]

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

1. Party Information

Recipient’s Unique Entity Identifier.

Recipient’s Unique Entity Identifier: See ¶ 1B of the agreement cover sheet.

* 1. Recipient Contact(s).

Name

Title

Agency

Mailing Address

Phone Number

Email Address

Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

USDOT Project Contact(s).

Name

Title

Agency

Mailing Address

Phone Number

Email Address

1. USDOT Administrative Information

Payment System.

USDOT Payment System: DELPHI eInvoicing

Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

1. Special Grant Terms

There are no special terms for this award.

ARTICLES 8–31
are contained in Attachment 1B, as further described in article 1.

Attachment 2
Statement of Work

**FY2021 RAISE GRANT**

[insert recipient name (matching recitals on page 1 of attachment 1)]

[insert project name (matching recitals on page 1 of attachment 1)]

1. AUTHORITY

|  |  |
| --- | --- |
| **Authorization** | See funding authority. |
| **Funding Authority/Appropriation** | Consolidated Appropriations Act, 2021(Pub. L. No. 116-260, Dec. 27, 2020) |
| **Notice of Funding Opportunity** | Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments (i.e., the Rebuilding American Infrastructure With Sustainability and Equity (RAISE) Grant Program) Under the Consolidated Appropriations Act, 2021,86 Fed. Reg. 21,794 (Apr. 23, 2021) |

This document is Attachment 2 of an agreement between the USDOT and the Recipient. As stated in section 30.3 of Attachment 1, if there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

1. BACKGROUND

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

This agreement between the USDOT and the Recipient provides [$X], which, when combined with [$X] in matching funds, will fund the Project as defined in Attachment 1 of this agreement.

[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

Drafting 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 RAISE-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 will 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, agreements governing the construction, operation and maintenance of the Project should also be included. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The Recipient acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget (including estimated costs for Alternate Task, if provided), and Schedule has been completed, submitted to FRA, and the Recipient has received approval in writing from FRA, unless such work is permitted by pre-award authority in Attachment 6 of this Agreement. 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]

Grantee may not perform this task unless all other work under this Agreement is complete, and Grantee receives written approval from FRA 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.  This report must be submitted as required by section 14.2 of Attachment 1 and 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 is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Recipient will monitor and evaluate the Project’s progress through regular meetings scheduled throughout the period of performance. The Recipient will:

* 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]

Attachment 3
Estimated Project Budget

**FY2021 RAISE GRANT**

[insert recipient name (matching recitals on page 1 of attachment 1)]

[insert project name (matching recitals on page 1 of attachment 1)]

1. APPROVED PROJECT BUDGET

Instructions: This section outlines the initial cost estimate for the project by task and by funding source. Both methods are required and necessary to assess project costs. The “funding source” budget should list all funding sources contributing to the project (e.g. the FRA grant subject to this agreement, other FRA or Federal grants, the Recipient’s contribution, and contributions from all other project partners). Use the text and table below to develop this section.

The total estimated cost of the Project is $[amount], for which the grant under this agreement will contribute up to $[amount]. The Recipient’s non-Federal Contribution is comprised of [cash contributions only/cash in the amount of $XX and [insert description of in-kind contribution] valued at $XX]. Consistent with sections 12.4 and 20.1 of Attachment 1, any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Recipient.

[If permitted, the incurrence of certain pre-award costs for Tasks X and X in the amount of $X, of which $X is Federal Contribution and $X is Non-Federal Contribution, are described on Attachment 6 of this agreement]

Revisions to this Attachment 3 are void unless made in compliance with Attachment 1.

Project Budget by Task

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Task #** | **Task Name** | **BUILD Funds** | **Other Federal Funds [Remove if N/A]**  | **Non-Federal Funds** | **Total Cost** |
| 1 |  | $ | $ | $ | $ |
| **Total**  | **$** | **$** | **$** | **$** |

Consistent with section 20.8 of Attachment 1, the Recipient will document expenditures by task, and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Budget by Source

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

Project Budget by Cost Categories

Instructions: If expenses by cost category are not known at the time of award, this table may be omitted and the cost categories may be provided with the detailed project budget that is part of Task 1.

|  |  |  |  |
| --- | --- | --- | --- |
| **Task #** | **Cost Code** | **FRA Standard Cost Category** | **Total** |
| 1 |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| **Total** | $ |

Attachment 4
Performance Measurement Information

**Reserved.**

Attachment 5
Changes from Application

*Instructions: Describe all differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in article 3 of Attachment 1 and attachments 2–3. The purpose of this attachment 5 is to document clearly and accurately the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See section 10.1 of Attachment 1.*

While the format and presentation of the information in Attachments 1–3 at execution of this agreement may vary from the versions proposed in the application, the table below identifies changes proposed by Recipient between the application and this agreement and discussed with the USDOT.

**Differences between Recipient’s Application and this Agreement**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Application Version** | **Agreement Version** | **Explanation for Change** |
| **Attachment 2 Statement of Work** | [Insert Task #][Insert proposed concept] | [Insert Task #][Insert revised concept] |  |
| **Attachment 1 section 3.2 Estimated Project Schedule** |  |  |  |
| **Attachment 3 Estimated Project Budget** |  |  |  |

Upon execution of this agreement, the Recipient agrees to changes, as reflected Attachments 1–3. In the event of any amendments to Attachments 1–3, this Attachment 5 will not be updated.

Attachment 6
Approved Pre-award Costs

[**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 Attachment 6. See section 20.3(b) of Attachment 1.

[**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 Attachment 2 and were incurred directly pursuant to the negotiation and in anticipation of this agreement.