
Attachment 2

PROJECT-SPECIFIC
TERMS AND CONDITIONS

Project-Specific Terms and Conditions

Table of Contents

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS.....	4
1.1 Recipient	4
1.2 Project and Purpose.....	4
1.3 Program Designations	4
ARTICLE 2: SPECIAL TERMS AND CONDITIONS	5
ARTICLE 3: ADMINISTRATIVE INFORMATION	5
3.1 Application	5
3.2 FRA Awarding Official.....	5
3.3 Federal Award Date	5
3.4 Program Name and Assistance Listings Number	5
3.5 Recipient’s Unique Entity Identifier	6
3.6 Federal Award Identification Number	6
ARTICLE 4: STATEMENT OF WORK.....	6
4.1 General Project Description.....	6
4.2 Project Location	6
4.3 Project Scope	6
4.4 Implement Required Environmental Commitments.....	10
ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE	11
5.1 Award Dates.....	11
5.2 Estimated Project Schedule	11
ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION	12
6.1 Award Amount	12
6.2 Federal Obligation Information	12
6.3 Federal Authorization and Funding Source.	12
6.4 Funding Availability.....	12
6.5 Approved Project Budget.....	12
6.6 Pre-Award Costs.....	13
6.7 Phased Funding Agreement.....	14
ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION	16

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Alabama State Port Authority (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Consolidated Rail Infrastructure and Safety Improvement grant for the ASPA's New Horizons Project (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for the FY 2023-FY 2024 Consolidated Rail Infrastructure and Safety Improvements Program that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

In addition, this Agreement does not obligate funds for the Project that are transferred to FRA from any other agency for obligation.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Alabama State Port Authority's New Horizons Project

Application Date: May 28, 2024

3.2 FRA Awarding Official

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

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 24.4 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Consolidated Rail Infrastructure and Safety Improvements Program, the Assistance Listings Number is 20.325 and the Assistance Listings Title is Consolidated Appropriations Act, 2023, division L, title I, Public Law 117-328 (2023 Appropriation), Consolidated Appropriations Act, 2024, division F, title I, Public Law 118-42 (2024 Appropriation) and the 2023 and 2024 advance appropriation in the Infrastructure Investment and Jobs Act, division J, title II, Public Law 117-58 (2021)

3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is UEI #HS97F2C9NME3.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The Alabama State Port Authority (ASPA) Terminal Railway Alabama State Docks (TASD) New Horizons Project proposes to expand the existing TASD interchange yard with approximately 33,000-feet (12.8 miles) of new track. These proposed nine additional rows of track would include five tracks toward the west of the existing Industrial Canal Road for both through movement and storage and four additional tracks toward the east of the existing Industrial Canal Road for storage. The number and location of tracks will depend on preserving the location of existing utilities. This improvement will result in reduced emissions from queuing and is anticipated to positively impact surrounding communities, by reducing the need to move locomotives up the Chickasaw Railroad Lead Line.

The project also proposes to improve the existing and future interchange yard's resilience and safety by raising tracks by 6 to 12-inches in the middle of the interchange yard (and even more at the ends of tracks to create a "bowl effect" for safe handling of rolling cars) and replacing old switches in the yard with new power switches. These improvements are anticipated to reduce the risk of flooding and subsequent loss of infrastructure during severe weather events, and increase worker safety and operational efficiency by transitioning to updated technology.

In addition, with these proposed improvements in place, ASPA is also looking to perform a rail traffic control (RTC) study that will give a holistic look at how this new infrastructure would impact the rail network throughout Mobile and beyond for not just freight traffic, but for the future of passengers as well as Amtrak continues to expand its services. This study would align with the Federal Rail Authority's (FRA) Corridor Identification Program and determine the freight infrastructure required to support additional passenger rail service beyond Mobile.

4.2 Project Location

The project lies entirely within The Port of Mobile's property, part of Alabama's 1st Congressional District in Mobile County (30.717253, -88.048105). The Port of Mobile is strategically located on the central Gulf Coast where abundant transportation options give businesses every asset they need to succeed and grow

4.3 Project Scope

The project can be divided into two tasks, final design and construction of TASD yard expansion and upgrades and research on the network, including a rail traffic control (RTC) study in relation to expanding passenger rail throughout Mobile and beyond.

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

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

- CSX Transportation
- Norfolk Southern Railway
- Federal Rail Administration

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- Participate in a Project kickoff meeting with FRA following award;
- 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; and
- Participate in other coordination, as needed.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Note: As identified in the Railroad Capital Projects Guidance, the Project Budget for a capital project should be based on a Capital Cost Estimate for the Project. The level of effort required to prepare a Capital Cost Estimate varies based on Project cost, scope, and complexity.

For Major Projects and for Non-Major Projects where FRA determines it is appropriate based on Project cost, scope, and complexity, FRA will work with the Recipient prior to obligation to develop and document expectations and requirements for preparing a Capital Cost Estimate and Financial Plan. These may be included under Task 1 of Section 4.3 of this Attachment 2 as separate subtasks and/or deliverables.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient’s achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	----	Final Performance Report

Task 2: Final Design and Construction of upgrades to the T ASD Interchange Yard

Upgrades to the T ASD Yard include: expanding the existing T ASD interchange yard with approximately 33,000-feet (12.8 miles) of new track; raising tracks by 6 to 12-inches in the middle of the interchange yard; upgrading up to 35 rail interchange switches to the latest technology.

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	2.2	Final Design Plan Set
2.2	----	Construction Completion

Task 3: Rail Traffic Control Study

ASPA is also requesting funds for a rail traffic control (RTC) study that will give a holistic look at how this new infrastructure would impact the rail network throughout Mobile and beyond for not just freight traffic, but for the future of passengers as well as Amtrak continues to expand its services.

Task 3 Deliverables:

Deliverable ID	Subtask	Deliverable Name
3.1	----	Rail Traffic Control Study
3.2	----	----

Additional Task Deliverables: None

Deliverable ID	Subtask	Deliverable Name
---	---	---
---	---	---

4.4 Implement Required Environmental Commitments

The Recipient will implement the Project consistent with the documents and environmental commitments identified below.

Table 4-A: Environmental Commitments

Document Type	Commitment Reference	Document Date
Categorical Exclusion	[insert reference to section(s) of decision where commitment(s) are identified]	[insert date of decision]
[insert title of MOA, PA, or other document or correspondence that contains environmental commitment(s)]	[insert reference to section(s) of document where commitment(s) are identified]	[insert date of MOA/correspondence]

The Recipient will implement any environmental commitments identified through the NEPA process conducted prior to Task 2.1.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: [This is the same as the date in Section 5 on the Agreement cover sheet]

Period of Performance End Date: [This is the same as the end date in Section 4 of the Agreement cover sheet]

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA’s satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Note: The Estimated Project Schedule should identify significant milestones in Project advancement, such as completion of tasks. It should not include incremental steps toward meeting those milestones, which should instead be included in the detailed schedule provided as part of the PMP. Section 5.3 of Attachment 1 of this Agreement provides that the Recipient will request an amendment to update the Estimated Project Schedule if the Recipient’s estimate for a milestone changes to a date that is more than six months after the date listed.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
[Preliminary Engineering Completion]	[Insert Date] complete
[NEPA Completion]	[Insert Date] Summer 2026
[Final Design Completion]	[Insert Date] Spring 2027
[Construction Substantial Completion]	[Insert Date] Fall 2028

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$44,587,509

Contingent Commitment: A 25% contingency has been added to all items.

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: [insert statute]

Appropriation: [insert appropriation including fiscal year]

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until [insert “expended” or the date certain after which funding is no longer available].

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$[insert amount of total Project cost estimate].

FRA will contribute a maximum of [percent amount] percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$[insert amount] in Agreement Non-Federal Funds. Recipient’s Agreement Non-Federal Funds are comprised of [insert whether the Recipient is contributing cash contributions and the amount, in-kind contribution and the value, or a combination of both].

The Recipient will complete the Project to FRA’s satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	[Other Federal Funds]	[Other Non-Federal Funds]	Total
1	TASD Yard Improvements	\$44,427,509	\$11,106,877	--	--	\$55,534,386
2	RTC Study	\$160,000	\$40,000	--	--	\$200,000
Total		\$44,587,509	\$11,146,877	--	--	Total Project Cost: \$55,734,386

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$ 44,587,509	80 %
Agreement Federal Funds	\$	%
[FRA Grant Program]	\$	%
[Source 2]	\$	%
[Other Federal Funds]	\$	%
[Source 1]	\$	%
[Source 2]	\$	%
Agreement Non-Federal Funds	\$ 11,146,877	20%
[Source 1]	\$	%
[Source 2]	\$	%
[Other Non-Federal Funds]	\$	%
[Source	\$	1] %
[Source	\$	2] %

6.6 Pre-Award Costs - NOT APPLICABLE

Instructions: If the Recipient has not incurred advance or pre-award costs, include the following:

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

Instructions: If the Recipient has incurred advance or pre-award costs for the Project consistent with 2 C.F.R. part 200, include and complete the following:

On [insert date], FRA provided pre-award authority for cost incurrence for the following costs for the Project in response to Recipient’s request:

Task #	Task Name	Agreement Federal Funds	Agreement Non-Federal Funds	Total Cost
1		\$	\$	\$
Total		\$	\$	\$

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

6.7 Phased Funding Agreement

Instructions: If this Agreement is not a phased funding agreement, include the following:

Not applicable.

Instructions: If this Agreement is a phased funding agreement, include the following:

This Agreement is a phased funding agreement under 49 U.S.C. § 24911(g)(2). The maximum amount of Federal financial assistance ((49 U.S.C. § 24911(g)(2)(B)(ii)) for the Project will not exceed the maximum Federal share (80 percent) of the total costs of the Project (49 U.S.C. § 24911(f)(2)).

The total amount of funds that may be obligated under this Agreement is \$[insert amount], which is the sum of the Agreement Federal Funds and the Contingent Commitment identified in Section 6.1 of this Attachment 2.

This Agreement obligates the Agreement Federal Funds, which is the same as the total amount of funds described in Table 6-C: Obligation by Fiscal Year. Through this Agreement, FRA agrees to obligate the Contingent Commitment pursuant to the terms in Section 6.7. FRA scheduled and allocated the Contingent Commitment as described in Table 6-D: Contingent Commitment by Fiscal Year.

This Agreement does not obligate Federal funds, other than the Agreement Federal Funds identified in Section 6.1 of this Attachment 2. The Contingent Commitment is not an obligation of the Government.

Under this phased funding agreement, the Recipient may incur costs for eligible activities as is reasonably necessary to advance the Project prior to obligation of the Contingent Commitment, without

prejudice to future reimbursement of the costs, to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement.

To request that FRA obligate the scheduled portion of the Contingent Commitment as described in Table 6-D, the Recipient will request an amendment to this Agreement as provided in Article 15 of Attachment 1 of this Agreement. The Recipient will not request such an amendment more than once every 12 months. Such amounts are subject to the terms and conditions of this Agreement upon obligation.

Unless otherwise determined by the Administrator, FRA’s obligation of all or portions of the Contingent Commitment is subject to the availability of Federal funds, program authority, and FRA’s determination of satisfactory performance by the Recipient under this Agreement. In assessing performance, FRA will consider whether:

- (a) the Recipient is in compliance with the terms and conditions of this Agreement;
- (b) the Recipient confirms that all statements and representations made in the Federal System for Awards Management, in the Application, and in this Agreement are true and correct as of the request to obligate contingently committed funds; and
- (c) FRA has not terminated this Agreement under Article 10 of Attachment 1 of this Agreement nor provided notice of intent to terminate under Article 9 of Attachment 1 of this Agreement.

Instructions: Table 6-C identifies the amounts obligated by fiscal year and the total amounts obligated under this Agreement. Table 6-D identifies the anticipated allocation of contingent commitment by amount and fiscal year of anticipated appropriation. As funds are obligated and this Agreement is amended, the amount and fiscal year should be removed from Table 6-D and added to Table 6-C.

Table 6-C: Obligation by Fiscal Year

Fiscal Year of Funding Source	Amount
2022	[\$XXX]
Total	[\$XXX]

Table 6-D: Contingent Commitment by Fiscal Year

Fiscal Year of Appropriation	Amount
2022	\$0
2023	[\$XXX]
2024	[\$XXX]
2025	[\$XXX]

2026	[\$XXX]
Total	[\$XXX]

Pursuant to 49 U.S.C. § 24911(g)(2)(C), if the Recipient does not carry out the Project for reasons within control of the Recipient, the Recipient will repay all Federal grant funds awarded for the Project from all Federal funding sources, for all Project activities, facilities, and equipment, plus reasonable interest and penalty charges allowable by law or established in this Agreement. For the avoidance of doubt, this clause does not restrict or otherwise limit FRA’s ability to act under Article 9 or 10 of Attachment 1 of this Agreement.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient’s progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Goal 1	Economic Competitiveness	# of carloads	carloads able to traverse or be stored in the T ASD yard	Pre-Project (Baseline) Performance as of: 2,310 (stored)	Frequency: Annual
				Expected Post-Project Performance: +350 (stored)	Duration: Yearly
Goal 2	Resilience	\$ for repairs; days to return to normal ops.	how investing in raising the yard will save long term \$	Pre-Project (Baseline) Performance as of: varies	Frequency: storm event
				Expected Post-Project Performance: varies	Duration: storm event