
Attachment 2

PROJECT-SPECIFIC
TERMS AND CONDITIONS

Version Date: December 11, 2023

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	4
ARTICLE 3: ADMINISTRATIVE INFORMATION	4
3.1 Application	4
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	5
3.6 Federal Award Identification Number	5
ARTICLE 4: STATEMENT OF WORK.....	5
4.1 General Project Description	5
4.2 Project Location	5
4.4 Implement Required Environmental Commitments.....	12
ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE	12
5.1 Award Dates.....	12
5.2 Estimated Project Schedule	12
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.	13
6.4 Funding Availability.....	13
6.5 Approved Project Budget.....	13
6.6 Pre-Award Costs.....	14
6.7 Phased Funding Agreement.....	14
ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION	14
ARTICLE 8: ENVIRONMENTAL COMPLIANCE.....	15

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS.....	16
9.1 Consideration of Climate Change and Environmental Justice Impacts	16
9.2 Supporting Narrative.....	17
ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY	18
10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.....	18
10.2 Supporting Narrative.....	19
ARTICLE 11: LABOR AND WORK.....	19
11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards	19
11.2 Supporting Narrative.....	21

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of San Antonio, Texas (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year (FY) 2022 grant for the Railroad Crossing Elimination Program grant for the Rittiman Road Grade Separation 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 Railroad Crossing Elimination Program, 87 Fed. Reg. 40335, July 6, 2022 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.

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: Rittiman Road Grade Separation Project

Application Date: September 30, 2022

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 FY 2022 Railroad Crossing Elimination Program, the Assistance Listings Number is 20.377 and the Assistance Listings Title is “Railroad Crossing Elimination”.

3.5 Recipient’s Unique Entity Identifier

The Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

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 grant will support project development and final design of a project to eliminate an at-grade crossing where Rittiman Road and Union Pacific's rail line intersect to build a grade-separated road overpass. The project will be designed to eliminate issues with vehicular traffic encountering trains blocking the crossing multiple times per day (projected to be blocked 40 percent of peak period without improvements by 2045) due to high train volume and rail operations.

4.2 Project Location

The project is located in the City of San Antonio, Texas – the county seat of Bexar County. Within San Antonio, the project is located between the East Village, Woodlake, and Sunrise neighborhoods and north of the City of Kirby, Texas. Rittiman Road crosses the Union Pacific Railroad (UPRR) Glidden Subdivision (USDOT #764362W) at Milepost 200.74. Gibbs Sprawl Road is also an intersecting roadway to Rittiman Road that will also be included in the design solution for the overpass project. These roadways serve many area neighborhoods including Windcrest, Camelot, Woodlake and area commercial and industrial businesses, as well as connections to IH-35 at Randolph Air Force Base. The geographic location of the at grade crossing is at Latitude 29.4831205 and Longitude -98.3700268.

Figure 1 shows the proposed project location and surrounding project area. Grade crossing information for Rittiman Road is outlined in Table 1.

Figure 1: Project Map

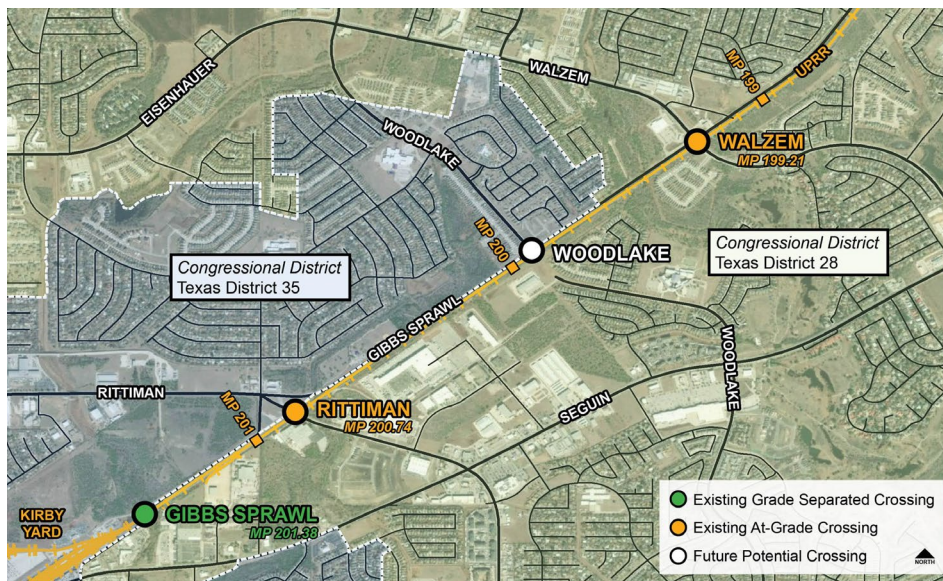


Table 1. USDOT Grade Crossing Inventory Information.

Characteristic		Rittiman Road	Characteristic		Glidden Subdivision
Roadway	USDOT Number	764362W	Rail	Subdivision	Glidden
	Jurisdiction	San Antonio		Ownership	UPRR
	Milepost	200.74		Trackage Rights	BNSF, Amtrak
	Crossing Position	At-Grade		Tracks	2
	Warning Device	Lights, Bells, Gates		Total Trains	25
	Road Classification	Minor Arterial		Train Length*	10,000 - 15,000 feet
	Lanes	4		Maximum Train Speed	70 mph
	Roadway Volume*	23,450		Typical Train Speed	25-40 mph
	Posted Speed Limit	45		Crossing Width	72 feet

4.3 Project Scope

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:

- FRA
- Union Pacific Railroad
- Texas Department of Transportation (TxDOT)

City of San Antonio, Texas Local Municipalities The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- 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.

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	1.3	Final Performance Report

Task 2: Environmental Review

The Recipient will submit to FRA a Project description, Project location map, conceptual or preliminary design plans, and information on preliminary resource issues to help FRA make an initial National Environmental Policy Act (NEPA) class of action determination. This information may be submitted with the Project Management Plan described in Task 1 above. FRA will use this information to identify the appropriate level of environmental documentation for FRA to comply with NEPA (e.g., CE worksheet or EA) and assumes FRA will be the lead federal agency for the environmental process.

FRA will coordinate with the Recipient on the remaining scope of work that is necessary to comply with NEPA and other environmental laws, such as cultural resource, biological resource, air quality, noise, and environmental justice studies. The Recipient will prepare the necessary environmental documentation and supporting studies for FRA review and ensure they are prepared by qualified environmental professionals in accordance with 23 CFR Part 771 Environmental Impact and Related Procedures and 23 CFR Part 774, Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites and other applicable environmental laws. The documentation and studies may include conducting desktop research, field surveys, and quantitative analyses and contacting resource agencies. The Recipient will provide support for federal consultation processes, but FRA will lead official consultations with other agencies, tribes, and interested parties.

If FRA determines that a CE is not appropriate for this Project, the Recipient will develop an environmental assessment (EA) in accordance with NEPA, other environmental statutes, related regulatory requirements, and FRA's NEPA implementing regulations (23 CFR part 771, Environmental Impact and Related Procedures). Through consultation with FRA, if the EA supports a conclusion that no significant impacts are anticipated, the Recipient will draft a Finding of No Significant Impact (FONSI) with responses to any public comments and submit it to FRA for review and approval.

In addition, the Recipient is responsible for obtaining all necessary permits required for the Project's implementation.

Task 2 Deliverables:

Deliverable ID	Deliverable Name
2.1	Draft <u>Environmental</u> Documentation
2.2	Final <u>Environmental</u> Documentation

Formatted Table

Deleted: NEPA

Formatted: Not Highlight

Formatted: Not Highlight

Deleted: NEPA

Formatted: Not Highlight

Formatted: Not Highlight

Task 3: Preliminary Engineering

The Recipient will complete Preliminary Engineering (PE) (30% Design) for FRA review and approval, consistent with the FRA approved NEPA document. Preliminary Engineering will include all design development and documentation to demonstrate the effectiveness, feasibility, and readiness of the Project.

The minimum requirements for preliminary design and specifications are listed below:

- Design narrative to include a summary of investigative results, existing conditions, and the basis of design. The narrative will include a discussion of any findings from safety or hazard analyses.
- Scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location.
- Design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, track speeds, turnout sizes curve and spiral data; vertical profiles and grades of existing and proposed construction; utilities and power availability; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public and private at-grade crossings; building(s), platforms, parking, and access to primary highway system in the area. Drawings of existing site conditions and proposed improvements must be shown.
- Layout of proposed bridges and proposed storm drainage improvements.
- Existing features and proposed improvements will be shown also for the Intersection work. Street rights-of-way, lane configurations, center lines, curb return dimensions, vertical profiles, and grades of existing and proposed construction; utilities and power availability; typical cross sections to scale showing proposed street and sidewalk improvements; adjacent public and private property lines and buildings; proposed lane changes, configurations and locations of new facilities.

- Design submittals will include a title sheet identified with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations.
- The Recipient will conduct a full topographic and property survey noting all the physical characteristics and types and condition of equipment within the proposed project limits. Right-of-way and adjacent property ownership will be identified.
- Utility Coordination Plan identifying utility type, size, and owners in the area for which conflicts may occur and suggested utility relocation in case of conflict and approval of relocation by the utility owners. This includes all aerial and underground utilities affected by the construction.
- A Preliminary Engineering Cost Estimate with detailed and itemized project costs, including any contingency to capture risks and separate itemized Force Account Work required by the railroad or the roadway owner, based upon FRA line items. The Recipient will ensure the Cost Estimate is consistent with FRA Capital Cost Estimating Guidance, available at the following link: [Capital Cost Estimating Guidance \(Final\)](#) | [FRA \(dot.gov\)](#)

The Recipient will prepare a construction project implementation schedule consistent with the preliminary track and signal design and specifications.

The Recipient will submit to FRA a signed signature sheet confirming UPRR and the Recipient agree with the Preliminary Engineering plans.

The Recipient will not proceed to Final Design until NEPA is complete and both NEPA and Preliminary Engineering are approved by FRA.

Task 3 Deliverables:

Deliverable ID	Deliverable Name
3.1	Preliminary Engineering Set

Formatted Table

Task 4: Final Design

The Recipient will not proceed to Final Design until NEPA is complete and both NEPA and Preliminary Engineering are approved by FRA. The Recipient will submit a Final Design Package to FRA for review and acceptance. The Final Design Package will advance the FRA approved Preliminary Engineering design and will include Final Design Plans, updated cost estimates based on Final Design quantities, and schedules. The Recipient will be responsible for ensuring the project is constructed in accordance with the FRA-approved NEPA document.

- The FD Set will include must include at a minimum:

- A title sheet; an index identifying various plan sheets comprising the drawing set; notation of design criteria referenced; and a legend of symbols and abbreviations.
- A cover sheet signed by all stakeholders impacted by the proposed project.
- Drawings prepared at an appropriate scale with the following information:
 - Survey and base mapping with topography.
 - Pertinent water surface elevations.
 - Existing and proposed right-of-way limits.
 - Property lines showing existing and proposed ownership of the roadway and railroad.
 - Any temporary or permanent easement required for construction.
 - Existing and proposed utility relocations.
 - Limits of disturbance (must be within the approved NEPA limits of disturbance/area of potential effects).
 - Existing and proposed railroad horizontal and vertical alignments with geometry data.
 - Existing and proposed vertical and horizontal geometry of the proposed roadway.
 - Detail and extent of any retaining wall needed for the project.
 - Proposed track changes, including removals and installations.
 - Typical roadway and bridge section.
 - Access for the contractor and staging areas.
 - Critical components such as rail centerlines, track centers, turnout sizes, and railway dimensions.
 - Layout of the proposed bridge, including superstructure, substructure, abutments, wingwalls, and foundations\control house (movable section), riprap, and fender system.
- Typical approach and bridge cross sections with the following information:
 - Cross sections showing the proposed work to existing conditions and at other locations requiring easements, retaining walls, or right-of-way acquisitions, as needed.
- Construction phasing and contractor access plans that include the following:
 - Maintenance of roadway and rail traffic during construction.
 - Any roadway detour or railroad shoofly needed for construction.
 - Proposed construction access, staging, and storage areas.
- Utility Coordination Plan identifying utility type, size, and owners in the area for which conflicts may occur and suggested utility relocation in case of conflict and approval of relocation by the utility owners. This includes all aerial and underground utilities affected by the construction.
- Geotechnical Report with investigation data and recommendations for type of support structures based on borings at proposed bridge support locations.
- A Cost Estimate with detailed and itemized project costs, including any contingency to capture risks and separate itemized Force Account Work required by the railroad or the roadway owner, based upon FRA line items. Use FRA Capital Cost Estimating Guidance, available at the following link: [Capital Cost Estimating Guidance \(Final\) | FRA \(dot.gov\)](#)

Task 4 Deliverables:

Deliverable ID	Deliverable Name
4.1	Final Design Set

Formatted Table

Additional Task: None.

4.4 Implement Required Environmental Commitments

The Recipient will notify FRA of any changes to the anticipated scope of work as described in Article 8 below.

Commented [LP1]: Suggested edit because the agreement is not covering construction and that's what those commitments will apply to.

Deleted: implement any environmental commitments identified through the NEPA process conducted under Task 2: Environmental Review and

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: December 31, 2028.

Period of Performance End Date: December 31, 2028.

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.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Environmental Review Completion	October 1, 2027
Preliminary Engineering Completion	December 1, 2027
Final Design Completion	December 31, 2028

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$ 4,800,000.00

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (2021); 49 U.S.C. § 22909

Appropriation: Infrastructure Investment and Jobs Act, Division J, Title VIII, (Public Law 117-58 (2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$6,000,000.00.

FRA will contribute a maximum of 80 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 \$1,200,000.00 in Agreement Non-Federal Funds. The Recipient's Agreement Non-Federal Funds are composed of 2012 General Obligation Bond funds.

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.

Commented [RU2]: Please note the budget amounts have been revised from the original proposed budget due to our adopted budget amount. We will be taking \$4,800,000.00 instead of the entirety of FRA funds in the amount of \$4,886,512.00.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	\$428,800	\$107,200	\$536,000
2	Environmental Review	\$445,600	\$111,400	\$557,000
3	Preliminary Engineering	\$1,600,000	\$400,000	\$2,000,000
4	Final Design	\$2,325,600	\$581,400	\$2,907,000
Total		\$4,800,000	\$1,200,000	Total Project Cost: \$6,000,000

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$4,800,000	80%
FRA Grant Program	\$4,800,000	80%
Agreement Non-Federal Funds	\$1,200,000	20%
City of San Antonio	\$1,200,000	20%

6.6 Pre-Award Costs

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 non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

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	Completion of Environmental Compliance Documentation	Completion of environmental documents/deliverables (Task 2)	Recipient completes all environmental documentation funded by the Project to the	Pre-Project (Baseline) Performance as of: Not applicable, no documents were completed prior to the Award Date.	Frequency: One time

			timeframes established in the environmental schedule.	Expected Post-Project Performance: Signed Environmental Documentation.	Duration: Through completion of the environmental documentation.
Goal 2	Completion of Preliminary Engineering	Completion of Engineering documents/deliverables (Task 3)	PE and design materials funded by the Project contains the information described in the Statement of Work and all related deliverables are successfully completed and approved by FRA.	Pre-Project (Baseline) Performance as of: Not applicable, no documents were completed prior to the Award Date.	Frequency: One time
				Expected Post-Project Performance: FRA approval of PE.	Duration: Through completion of the PE Design documentation.
Goal 3	Completion of Final Design	Completion of Engineering documents/deliverables (Task 4)	Final design materials funded by the Project contains the information described in the Statement of Work and all related deliverables are successfully completed and accepted by FRA.	Pre-Project (Baseline) Performance as of: Not applicable, no documents were completed prior to the Award Date.	Frequency: One time
				Expected Post-Project Performance: FRA acceptance of FD.	Duration: Through completion of the Final Design documentation.

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Tasks 1-3, are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c) [(1), (3), and (4)]. In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties, with the assumption that no ground disturbing investigations are conducted. The actions do not require the use

Deleted: 5

Deleted: 4

of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusions (CEs) are actions identified in an agency’s NEPA-implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 C.F.R. § 1508.1(d). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

If ground disturbing activities become necessary as part of the scope of work, such as geotechnical boring as part Preliminary Engineering (Task 3), the Recipient must notify FRA of the proposed work prior to conducting the activities and will not proceed with such activities until FRA has reviewed the scope and provided written notice to proceed. As part of the review, FRA will comply with all applicable federal laws and regulations including but not limited to Section 106 of the NHPA and Section 7 of the ESA. Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

9.1 Consideration of Climate Change and Environmental Justice Impacts

This Section identifies how the Project addresses climate change and environmental justice priorities. The Recipient certifies that rows marked with “X” in the following table are accurate:

	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>
X	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 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>
X	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 Project includes other actions or attributes that address climate change and environmental justice. <i>(Describe those actions in the supporting narrative below.)</i>
	The Project does not include actions or attributes that address climate change and environmental justice but, before beginning construction of the Project, the Recipient will take relevant actions described below to address climate change and environmental justice impacts of the Project. <i>(Identify the relevant actions in the supporting narrative below.)</i>

9.2 Supporting Narrative

This project supports the path to net-zero emissions by 2050 through reductions in emissions and fuel consumption. Upgrading the grade crossing to a grade separated crossing would eliminate travel delay for roadway users which would reduce the amount of fuel consumed and particulate matter emissions from drivers waiting for the train to pass. Train movements at the existing at-grade crossing at Rittiman

Road cause extensive delay. Not only do vehicles that cross over the tracks at Rittiman Road experience delay when a train blocks the crossing, but all vehicles on the surrounding network can be delayed. Based on traffic modeling, the grade separation project would reduce delay in the existing year by 60-70% and reduce delay in 2045 by 40-50%. The reduced delay would result in significantly decreased emissions and fewer vehicles running idle in the area, improving air quality. The project would also eliminate excess consumption by drivers who choose a longer alternate route to avoid the at-grade crossing.

The project increases the community's ability to respond to potential stresses – whether natural disasters such as flooding or manmade hazards such as crashes, hazardous conditions, or long-term maintenance. The elevated intersection incorporated into the project ensures connectivity across the rail barrier during any localized flooding events associated with the drainage challenge northeast of the crossing. Particularly due to the proximity of the Kirby Yard, the project provides safe passage across the rail corridor in case of major delays associated with rail activity or hazardous material concerns. With limited alternate routes across the rail corridor, the project ensures vehicular and truck traffic can flow across this physical barrier and ensures commerce can continue.

ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity

This Section identifies how the Project addresses efforts to improve racial equity and reduce barriers to opportunity. The Recipient certifies that rows marked with "X" in the following table are accurate:

X	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>
X	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>
X	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>
X	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, the Recipient will take relevant actions described below to improve racial equity and reduce barriers to opportunity. <i>(Identify the relevant actions in the supporting narrative below.)</i>

10.2 Supporting Narrative

For this project the city has prepared a Disadvantaged Business Enterprise (DBE) Goal of 7%. The objective of the DBE program is to ensure that the Public Works Department complies with 49 CFR Part 26, and to remedy past and current discrimination against disadvantaged businesses. The program ensures a “level playing field” and fosters equal opportunity in all Texas Department of Transportation and Federal Highway Association assisted contracts that include highway and street construction. Additional information can be found in the [49 CFR Part 26](#).

ARTICLE 11: LABOR AND WORK

11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient’s efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with “X” in the following table are accurate:

	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 apprenticeships 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 hiring 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>
	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. <i>(Describe those actions in the supporting narrative below.)</i>

X	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 the relevant actions described below. <i>(Identify the relevant actions in the supporting narrative below.)</i>
---	---

11.2 Supporting Narrative

The current agreement between the City of San Antonio (COSA) and the Federal Railroad Administration (FRA) includes design work, but not construction work. COSA does not typically apply labor standards as described in Section 11 for professional service design contracts. For the release of the construction project the City intends to follow Prevailing Wage Standards per Texas Government Code Chapter 2258 and Local Preference Ordinance per COSA Ord. No. 2013-12-05-0865.

###