
Attachment 2

DRAFT

PROJECT-SPECIFIC
TERMS AND CONDITIONS

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Project-Specific Terms and Conditions
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Legend:

Black text represents the standard language provided in FRA's grant template.

Red text indicates project specific information supplied by the applicant, IDOT.

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the **Illinois Department of Transportation** (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a **FY 2025-2026 Consolidated Rail Infrastructure and Safety Improvement Program (CRISI)** grant for the **Rock Island Connection Project-P2** (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 Fiscal Year 2025 and 2026 Notice of Funding Opportunity (NOFO) for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program FR-CRS-26-001** 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.

Instructions: If this Agreement obligates funds transferred to FRA from another Federal agency, include the following, which may need adjustments to accurately describe the funds transfer:

In addition, this Agreement obligates funds for the Project, [under the [name of program and citation], and] transferred to FRA from [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 **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**/elevated] security risk.

Note: If the Project scope includes telecommunications technology, including positive train control technology, the Project is deemed to have an elevated security risk.

Instructions: For grants under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) and Railroad Crossing Elimination (RCE) programs, include the following:

- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award [**is**/**is not**] for a Project in a Rural Area.

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ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Rock Island Connection Project-P2

Application Date: June 25, 2026

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 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Fiscal Year 2025 and 2026 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program, the Assistance Listings Number is 20.337 Consolidated Rail Infrastructure and Safety Improvements and the Assistance Listings Title is The Fiscal Year 2025 and 2026 Notice of Funding Opportunity (NOFO) for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program.

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

This application request funds from FY2025-2026 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program for the Illinois Department of Transportation (IDOT) to construct a flyover structure, rail track and signals for the Rock Island Connection Project-P2 (the Project) within the

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Chicago Region Environmental and Transportation Efficiency (CREATE) 75th Street Corridor Improvement Project (75th St CIP). The Project will eliminate a major chokepoint—Belt Junction, reduce passenger and freight conflicts, and improve reliability, travel times, and safety for both passenger and freight trains in and north of the corridor.

The Project is known as P2 under the CREATE Program, which is a public-private partnership to improve the way passengers and goods move over rail and make Chicago's railroad network safer, more efficient and better able to accommodate growth in freight and passenger traffic. CREATE is primarily focused on investment along four rail corridors, with 75th St CIP being the largest project that will add freight rail capacity and improve connections within and through the Chicago regional rail network. FHWA and FRA are a partner in the CREATE Program.

Approximately 30 Northeast Illinois Regional Commuter Rail Corporation (d.b.a. Metra) revenue trains intersect with 90 freight trains each weekday at Belt Junction, creating significant passenger-freight conflict points. Additionally, conflicts exist along the Metra Chicago and Western Indiana (CWI) line, north of the Project area where Norfolk Southern (NS) operations to their 47th St Intermodal Yard and Ashland Yard can obstruct Metra SouthWest Service (SWS) and Amtrak's six weekly Cardinal trains accessing Chicago Union Station (CUS) to the north.

The Project will build a flyover structure to connect the Metra SWS to the Metra Rock Island District (RID) near W 75th St and S Parnell Ave rerouting Metra SWS trains from CUS to the LaSalle St Station. The Project will allow for more efficient movements, reduce conflicts with Amtrak Cardinal service and NS freight operations on the Metra CWI line and create 30 train slots at CUS. The Project builds on previous work to eliminate rail-rail conflicts and improve travel time, safety, and state of good repair in the 75th St corridor, leading to the flyover. The Project will construct the following improvements:

1. Construct a flyover structure
2. Construct retaining and noise walls
3. Construct track improvements
4. Construct new railroad switches, signals, and bungalows
5. Implement various street improvements including at six viaduct locations

4.2 Project Location

The Rock Island Connection Project – P2 is located within the Chicago IL-IN 2020 Census Designated Urban Area. The Project spans the communities of Auburn Gresham, Englewood, and Greater Grand Crossing, in Chicago's South Side. It is within Illinois US Congressional Districts 1 and 7.

Project coordinates are 41.757919, -87.648866 degrees at the western limits; 41.763630, -87.634453 degrees at the northeastern limits; and 41.754914, -87.637778 degrees at the southeastern limits. The flyover structure is designed for Cooper E-80 loading and meets or exceeds the minimum vertical clearance of 23'-0" over railroads and 14'-9" over roadways. The overall flyover structure length, including retaining walls, is around 4,616 feet. Superstructures include: (1) steel deck plate girder spans with reinforced concrete decks over Peoria St. and Halsted St.; (2) a curved flyover structure with transverse steel floor beams and a reinforced concrete deck over the BRC tracks; (3) a steel thru plate girder span over the NS tracks; and (4) steel deck plate girder spans with reinforced concrete deck at

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- IDOT – Project sponsor, project oversight, permitting coordination, asset owner
- City of Chicago – Asset owner, project oversight, permitting coordination
- Cook County – Project oversight, permitting coordination
- Metra – Asset owner, design and construction oversight
- Norfolk Southern (NS) – Asset owner, design and construction oversight
- Association of American Railroads (AAR) – Program support, partner coordination
- The Belt Railway of Chicago (BRC) – Asset owner, design and construction oversight
- Union Pacific (UP) – Asset owner to adjacent Project improvements
- Amtrak - Project oversight
- Federal Highway Administration (FHWA) – Project oversight on NEPA documentation
- Federal Railroad Administration (FRA) – Grant administrator

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.

The Recipient will demonstrate to FRA that it is carrying out the project benefits in the most costefficient manner.

Task 1: Project Administration and Management

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

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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.

***Instructions:** For capital projects, as defined in the Notice of Funding Opportunity, include the following:*

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.

***Instructions:** For all projects, include the following:*

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
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1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Construction

IDOT will construct or cause the Project to be constructed in accordance with approved plans and specifications developed for the Project. Final design is not funded by this Agreement. IDOT will not commence with construction until IDOT has received approval from FRA in writing. Construction activities include professional services during construction and the following:

Force Account Construction

- Track and turnout removal
- New tracks and turnouts
- New railroad switches, signals, and bungalows

Bid Construction

- Construct flyover structure
- Construction retaining walls to support NS Landers main improvements and flyover
- Install noise abatement wall
- Repair bridges at Peoria St, Halsted St, 74th St, 73rd St Pedway
- Implement various street improvements including at six viaduct locations

Task 2 Deliverables:

Instructions: Identify required deliverables to be completed under this task.

Deliverable ID	[Subtask]	Deliverable Name
2	N/A	Construction Notice to Proceed

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None.

4.4 Implement Required Environmental Commitments

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

Instructions: To be completed in coordination with an FRA environmental protection specialist. If there are environmental commitments in the National Environmental Policy Act (NEPA) decision document, Section 106 Programmatic Agreement (PA), or Memorandum of Agreement (MOA), or in other documents or correspondence associated with the environmental review for the Project, include and complete Table 4-A.

Table 4-A: Environmental Commitments

Document Type	Commitment Reference	Document Date
Final Environmental Impact Statement	Section 3.21 Environmental Commitments	September 19, 2014
Record of Decision	Section 5: Measures to Minimize Harm	September 19, 2014

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE**5.1 Award Dates**

Budget Period End Date: June 30, 2034

Period of Performance End Date: June 30, 2034

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.

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION**Table 5-A: Estimated Project Schedule**

Milestone	Schedule Date
Preliminary Engineering Completion	2/4/2015
NEPA Completion	9/19/2014
NEPA Reevaluation Completion	5/31/2027
Final Design Completion	6/30/2026
Construction Substantial Completion	12/01/2033

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION**6.1 Award Amount**

Agreement Federal Funds: \$383,976,978

Instructions: If the award is a phased funding agreement, also include:

Contingent Commitment: \$[insert the total amount of Contingent Commitment in Table 6-D: Contingent Commitment by Fiscal Year]

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: The CRISI Program is authorized under 49 U.S.C. § 22907. Funding under this NOFO is made available by the Full-Year Continuing Appropriations and Extensions Act, 2025, Div. A Tit. XIII, Pub. L. No. 119-4 (March 15, 2025) (2025 Appropriation); the FY 2025 and 2026 Advance Appropriations for CRISI in Division J, Title II of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021) (IIJA); and the Consolidated Appropriations Act, 2026, Div. D Tit. I Pub. L. No. 119-75 (February 3, 2026)

Appropriation: (2026 Appropriation)

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until Budget Period End Date.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$479,971,223.

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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 **\$95,994,245** in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of **\$95,994,245 in cash contributions**.

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.

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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	Project Administration and Management	\$0	\$100,000	N/A	\$0	\$100,000
2	Construction	\$383,976,978	\$80,894,245	N/A	\$15,000,000	\$479,871,223
Total		\$383,976,978	\$80,994,245	N/A	\$15,000,000	Total Project Cost: \$479,971,223

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$383,976,978	80%
Agreement Federal Funds	\$ 383,976,978	80%
FRA Grant Program	\$383,976,978	80%
	\$	%
Other Federal Funds	N/A	N/A%
Agreement Non-Federal Funds	\$80,994,245	16.9%
State	\$28,994,254	6%
Local	\$42,000,000	8.8%
Private Sector	\$ 10,000,000	2.1%
Other Non-Federal Funds	\$15,000,000	3.1%
Amtrak	\$15,000,000	3.1%

6.6 Pre-Award Costs

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

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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.

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

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: <i>Provide reliable and improved travel for individuals and families</i> Goal 2	Improve on-time performance (OTP)	Trains Operated Annually (SWS)	<i>Number of trains operating per year (SWS)</i>	Pre-Project (Baseline) Performance as of: 2025: 7,623 trains/year	Frequency: Annual
				Expected Post Project Performance: 2033: 7,623 trains/year	Duration: 2033-2035
		Trains delayed per year (SWS)	Number of trains delayed by 6 of more minutes per year (SWS)	Pre-Project (Baseline) Performance as of: 2025: 610 trains delayed/ year	Frequency: Annual
				Expected PostProject Performance: 2033: 229 trains delayed/year	Duration: 2033-2035



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