

CREATE: P2(4)
County: Cook
Project: P2-METRA-XXX-004-Z-ROW
Job No: R-20-001-25

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
For

CREATE PROGRAM
(Chicago Region Environmental and Transportation Efficiency Program)

THIS AGREEMENT ("AGREEMENT") is made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation (the "STATE"), and the **COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY** (the "COMPANY"). The STATE and the COMPANY are sometimes referred to collectively as the "PARTIES" and individually as a "PARTY".

WHEREAS, in the interest of public safety, the STATE and the COMPANY propose to perform certain work as shown and/or described on **EXHIBIT A**, attached hereto and made a part hereof (the "PROJECT"), including, in some instances, constructing certain improvements to the COMPANY's infrastructure, with the goal of improving the movement of trains at the location(s) shown on the attached **EXHIBIT A**.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements as hereinafter contained, the PARTIES agree as follows:

Section. 1. Applicable Law.

(a) Compliance with Law. The PROJECT shall be subject to any state and federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, awards of contracts, acceptances of work and procedures in general to the extent applicable.

Notwithstanding the foregoing, the PROJECT shall not be subject to any state or local laws preempted by the Interstate Commerce Commission Termination Act of 1995.

(b) Notice of Federal Funding. The STATE shall, no later than the time it provides authorization to proceed to the COMPANY in accordance with Section 5 hereof, provide written notice to the COMPANY indicating whether federal funding will be utilized in connection with the PROJECT. The STATE shall promptly thereafter provide written notice to the COMPANY in the event the federally-funded status of the PROJECT changes. Where federal funding will be utilized in connection with the PROJECT, the STATE and the COMPANY, in connection with the performance of and payment for the work on the PROJECT, shall be governed by (a) the applicable provisions of the Federal-Aid Policy Guide, 23 CFR Part 646, dated December 9, 1991, and any supplements or amendments thereto, and (b) the policies of the CREATE program including all manuals (Phase I, II, III) effective and in force as of the date of this Agreement.

Section 2. Design Plans Specifications and Estimates.

(a) Only to the extent expressly made the obligation of the COMPANY in the scope of work set forth in **EXHIBIT A** (any such obligation a “COMPANY OBLIGATION”), the COMPANY, or its contractor or contractors, shall prepare or cause to be prepared the detailed designs, plans and specifications (including surveys and other engineering services), and detailed estimates of cost for the PROJECT (collectively, the “DESIGN WORK”). If the DESIGN WORK is a COMPANY OBLIGATION and involves a grade crossing, (i) the COMPANY shall submit the detailed plans of the DESIGN WORK to the Illinois Commerce Commission (“ICC”) in accordance with applicable ICC regulations after authorization to proceed under Section 5 is given

by the STATE, and (ii) if the STATE is funding the grade crossing work, the COMPANY shall submit cost estimates to the STATE for its approval.

(b) In the event any party other than the COMPANY provides any portion of the designs, plans and specifications, or cost estimates for the PROJECT, the STATE acknowledges that the COMPANY shall have no obligation to commence construction of the PROJECT until all designs, plans and specifications, and estimates that are provided by parties other than the COMPANY have been reviewed and approved in writing by the COMPANY. The COMPANY may incorporate any such third party plans into the DESIGN WORK prepared by the COMPANY, and such aforementioned review/approval and incorporation efforts shall be part of the DESIGN WORK that constitutes a COMPANY OBLIGATION. In the event the COMPANY intends to use forces other than its own under one or more continuing contracts (each a “PRE-EXISTING CONTRACT”), the COMPANY shall provide the STATE with a list of the items of work to be accomplished under such PRE-EXISTING CONTRACTS and a list of the name of each contractor whose services will be used to perform the work. The COMPANY shall ensure that each PRE-EXISTING CONTRACT utilized pursuant to this Section 2 is in compliance with the Civil Rights Act of 1964 and other laws applicable to third party contractors.

(c) Design Work relating to the PROJECT by COMPANY. The PARTIES agree that clauses (i), (ii) and (iii) of this subsection (c) will only apply in the event the scope of work set forth in **EXHIBIT A** expressly provides that the COMPANY is only contributing certain design work to the PROJECT.

(i) The COMPANY will perform all design-only work that is expressly set forth in the scope of work in **EXHIBIT A** (“DESIGN-ONLY WORK”) in accordance with the policies of the CREATE program, including, without limitation, the CREATE Phase I, Phase II and Phase III Manuals effective and in

force as of the execution date of this AGREEMENT, as updated or amended from time to time. If the PROJECT utilizes federal funding, all costs incurred by the COMPANY in connection with the DESIGN-ONLY WORK will meet the requirements of any applicable provisions of 48 CFR Part 31. The STATE will seek any necessary concurrence from the applicable agency providing any such federal funding and provide a copy of the same to the COMPANY.

(ii) Only in the event the scope of work set forth in **EXHIBIT A** expressly provides that the COMPANY's only contribution to the PROJECT is the DESIGN ONLY WORK, the PARTIES agree that Sections 4, 11, 12 (and any exhibits referenced therein) of this AGREEMENT are inapplicable to the transaction contemplated by this AGREEMENT.

(iii) Within 60 calendar days of Authorization to Proceed of design work related to the PROJECT, the COMPANY shall submit a written document (memo) to the STATE confirming the scope of work as defined from Phase I, a proposed design schedule for completion, and an estimated construction budget for completing the work for the STATE's review and approval.

Section 3. Grade Crossing Warning Devices. If applicable, any completed grade crossing warning devices installed as part of the PROJECT shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices ("MUTCD"), including any amendments that may be contained in the Illinois Supplement to the MUTCD. The PARTIES acknowledge that barrier systems, such as guardrail and impact attenuators, should not be used at railroad grade crossings except in extraordinary circumstances, or as required by ICC. Approval

for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

Section 4. Performance of the Construction. The COMPANY shall perform the construction work for the PROJECT described in the scope of work set forth in **EXHIBIT A**, either with its own forces or through a contractor or contractors, but, in either event, such work shall be performed in accordance with the requirements of Section 1. In the event the COMPANY intends, subject to the prior consent of STATE and applicable federal agencies, which may not be unreasonably withheld by STATE, to use forces other than its own under one or more PRE-EXISTING CONTRACTS, the COMPANY shall provide the STATE with a list of the items of work to be accomplished under each PRE-EXISTING CONTRACT and a list of the name of each contractor whose services will be used to perform the work. The COMPANY shall ensure that each PRE-EXISTING CONTRACT utilized pursuant to this Section 4 is in compliance with the Civil Rights Act of 1964 and other laws applicable to third party contractors.

Section 5. Authorization to Proceed. The COMPANY will not commence any work on the PROJECT without written authorization from the STATE to proceed. Upon receipt of authorization from the STATE and the ICC, if required, the COMPANY shall promptly begin the work set forth in this AGREEMENT and shall notify the agencies listed on **EXHIBIT A** in writing within 14 calendar days prior to commencement of work that it is ready to begin work. If the PROJECT involves grade crossing work that constitutes a COMPANY OBLIGATION, the COMPANY shall file a Form 1 or Form 3 Petition under 92 Illinois Administrative Code Section 1535 with the ICC, showing details of the automatic warning devices herein required, and the COMPANY shall obtain approval thereof from the ICC before commencing with the installation.

Section 6. Reimbursement; Invoicing and Payment.

(a) Reimbursement of Unforeseen Eligible Project Costs. The PARTIES mutually agree to accomplish the PROJECT through the use of federal and/or STATE and/or other sources of funds that are provided under applicable federal or STATE act, law or appropriation or through the use of COMPANY funds, or both. Any unforeseen additional ELIGIBLE PROJECT COSTS that may be identified by the COMPANY (and agreed to by STATE and the federal government if federal funds are or will be involved (*e.g.*, Advance Construction), through the CHANGE ORDER process under Section 10 or through the Amendment process under Section 18) in (i) the final design process (including without limitation the permitting process); or (ii) the construction process will be reimbursed to the COMPANY by the STATE as ELIGIBLE PROJECT COSTS.

(b) Reimbursement of Eligible Project Costs. The COMPANY shall keep an account of the actual costs and expenses as incurred by it, or for its account, in the performance of the work herein agrees to perform in accordance with the COMPANY's regular business practices. The COMPANY shall submit to the STATE, no more than once a month, separate invoices for ELIGIBLE PROJECT COSTS. The COMPANY may submit invoices in electronic form (except where paper invoices are requested by the STATE) by posting them on a STATE website accessible to the COMPANY. Subject to subsection (d) below, the STATE agrees to pay the COMPANY for ELIGIBLE PROJECT COSTS incurred by the COMPANY owing to the COMPANY within forty-five (45) calendar days from the date of each invoice documenting such ELIGIBLE PROJECT COSTS in accordance with subsection (c) below (the "REIMBURSEMENT PERIOD"). The COMPANY may also invoice the STATE upon receipt

and approval of the purchase of and payment related to materials for the PROJECT (“MATERIALS”) in accordance with subsection (f) below.

(c) Invoices. The COMPANY’s invoices shall be in sufficient detail to provide the STATE with adequate information as to the location and dates of the invoiced ELIGIBLE PROJECT COSTS. Invoices shall contain reasonable supporting documentation and calculations in accordance with the requirements of **EXHIBIT A**, subject to any additional requirements as may be requested by one or more other funding sources in a given case. The COMPANY shall submit invoices to the STATE with all required information by the STATE, including the CREATE Invoice Cover Sheet, on a monthly basis, the first of such invoice shall be submitted within 90 days of authorization to proceed pursuant to Section 5. The PARTIES agree that, an invoice contains sufficient detail if it complies with **EXHIBIT A**, including the COMPANY’s standard billing documentation customarily submitted on federal projects and any other reasonable documentation that may be requested by any other funding sources.

(d) Prompt Payment. All amounts constituting ELIGIBLE PROJECT COSTS not paid within ninety (90) days from the date of the invoice therefor submitted in compliance with subsection (c) above shall bear interest in accordance with the provisions of the State Prompt Payment Act (30 ILCS 540/3-2) then in effect. The Prompt Payment Act shall not be applicable to any bill totaling less than \$500.

(e) Change in PROJECT Scope and Purpose and Need. The COMPANY will notify the STATE if and as soon as the COMPANY becomes aware that any portion of the PROJECT scope will not be completed by the COMPANY within the applicable timeframe. For the avoidance of doubt, if at any time the COMPANY determines that changes to the scope of the PROJECT that would materially alter the original operational purpose of or need for the PROJECT

are necessary or desirable, the COMPANY shall seek to make such changes only pursuant to the CHANGE ORDER process under Section 10.

(f) Eligible Project Costs. The term “ELIGIBLE PROJECT COSTS” as used in this AGREEMENT means the sum of (i) all actual costs incurred by the COMPANY in connection with the PROJECT as described on and consistent with Attachment A.2 under **EXHIBIT A**, including, where applicable, those costs that are included in the approved Plans Specifications and Estimates (PS&E) for the PROJECT, in each case at the additive rate set forth on **EXHIBIT A** (Attachment A.10) attached hereto and made a part hereof; plus (ii) any costs incurred by the COMPANY in complying with the applicable requirements set forth in this AGREEMENT; provided that such compliance costs described in this clause (ii) shall not include direct or indirect overhead costs of the COMPANY other than direct and indirect overhead labor costs attributable to incremental COMPANY personnel dedicated specifically to the performance of environmental compliance activities required by this AGREEMENT; plus (iii) any costs incurred by the COMPANY in connection with a CHANGE ORDER (defined below); plus (iv) except only in the case of any termination of this AGREEMENT pursuant to Section 13, any and all de-mobilization costs, re-mobilization costs (in the case of any suspension and resumption of work under this AGREEMENT), equipment standby costs and all other equipment costs incurred by the COMPANY in connection with any suspension, reduction in scope of work (including any reduction in geographic boundaries) or termination of the PROJECT; plus (v) all costs and expenses incurred by the COMPANY in connection with acquiring real property to be utilized or proposed to be utilized in connection with the PROJECT, including (by way of illustration only and not limitation) survey services, appraisal services, application fees, title work, damages to the property incurred during the course of the acquisition process, mitigation measures, travel expenses, consultant’s and contractor’s fees, land use permitting, legal fees, purchase

consideration, and closing costs, but excluding environmental costs, which are addressed in subsection (g) below; plus (vi) all costs and expenses incurred by the COMPANY in connection with any utility relocation work in connection with the PROJECT. For purposes of this AGREEMENT, actual costs for any MATERIALS shall be the COMPANY's stores department billing rate at the time of delivery to the PROJECT site, plus additives, if any.

(g) Environmental Studies and Remediation. Notwithstanding anything in this AGREEMENT to the contrary, all environmental aspects of the PROJECT, including any environmental assessments and any environmental remediation and mitigation measures, shall be assessed pursuant to that certain Three Party Funding Agreement dated May 22, 2020 among the STATE, Parsons Transportation Group Inc. and the Association of American Railroads (the "THREE PARTY AGREEMENT") and the CONSULTING AGREEMENT (as defined in and incorporated into the THREE PARTY AGREEMENT). The PARTIES shall determine which costs of environmental measures identified pursuant to the THREE-PARTY AGREEMENT shall constitute ELIGIBLE PROJECT COSTS pursuant to the process set forth in EXHIBIT A attached hereto and made a part hereof. Any changes to the PROJECT identified pursuant to this subsection (g) shall be addressed pursuant to Section 10 of this AGREEMENT. The COMPANY shall have no obligation to proceed with any work on the PROJECT unless and until the process set forth in this subsection (g) and any associated CHANGE ORDERS are complete.

(h) Salvage Credit. The STATE shall retain salvage credit for materials removed or un-used for the installation of the PROJECT's improvements, where applicable. The COMPANY may decide to retain materials that are removed and will reach agreement on a case-by-case basis with STATE as to the appropriate salvage credit to the STATE for such retained materials. The STATE and the COMPANY shall agree on such materials, if any, to be retained

by the COMPANY prior to installing the improvements, with the actual quantities being established during installation of such improvements. Those materials not retained by the COMPANY shall be disposed of, the cost of which disposal (including, without limitation, any transportation costs incurred by the COMPANY in connection with any such disposal of materials) shall be an ELIGIBLE PROJECT COST, and any salvage credit received by the COMPANY will be passed on to the STATE.

(i) Additive Rates. The STATE recognizes that it has the ability under applicable law to elect to reimburse the COMPANY for all direct overhead labor/construction costs of the COMPANY related to the PROJECT, and agrees to do so in accordance with **EXHIBIT A** (Attachment A.10) which sets forth the FHWA additive rates as approved as of the date hereof and based on the PROJECT work actually performed up to that point. The COMPANY and the STATE acknowledge and agree that the additive rates to be included as ELIGIBLE PROJECT COSTS under this AGREEMENT, as reflected on **EXHIBIT A** (Attachment A.2), will require periodic discussion and analysis by the PARTIES throughout the term of this AGREEMENT. To the extent that a given additive rate is recalculated for a given year based on the prior year's cost, and to the extent that such additive rate is approved by FHWA, then, throughout the term of the PROJECT, the STATE will be billed the most current additive rate that has been approved by FHWA, provided that such rate may not be increased more than 120 days after COMPANY notifies STATE that it has completed the PROJECT. Any update to the additive rate to a more current version will be reflected in an amendment to **EXHIBIT A** (Attachment A.10). In the event that the COMPANY makes any significant methodology changes to its additive rate (e.g., adding new components that were previously direct billed), the COMPANY and the STATE shall conduct a joint review of such additive rate. The results of this review will be used to adjust, if necessary, by mutual agreement the additive rate to be included as ELIGIBLE

PROJECT COSTS. The COMPANY and the STATE agree that any adjustments to the additive rates to be included as ELIGIBLE PROJECT COSTS shall be reflected in an amended **EXHIBIT A** (Attachment A.2) through the CREATE change order process, in form and substance mutually acceptable to the COMPANY and the STATE, within fifteen (15) days after the completion of the review process that gave rise to such adjustments.

(j) Final Invoice. Upon completion of the PROJECT, the COMPANY shall provide the STATE with a written notification of the completion of the PROJECT, completion being defined as operationally and substantially complete. The COMPANY shall, within one hundred twenty (120) calendar days after completion of the PROJECT, render to the STATE a detailed final invoice in compliance with Section 6(a)-(i), above, and the STATE shall pay such invoice in accordance with Section 6 (a)-(i) and subject to the STATE Prompt Payment Act.

(k) Davis Bacon Act. In the event any work is performed by other than COMPANY forces, the provisions of the Davis-Bacon Act and provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified that "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website". It is understood and agreed that in the event of conflicts between the provisions of the Davis-Bacon Act and 820 ILCS 130/1 et seq. in determining prevailing wage rates, the provisions of the Davis-Bacon Act shall control.

Section 7. Records Retention.

(a) Books and Records; Audit. The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill for the PROJECT (the "AUDIT

PERIOD”), adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT and all books, records, and supporting documents related to it (which may be stored on electronic files), and the same shall be available for review and may be audited by the Auditor General of the State of Illinois (the “AUDITOR GENERAL”). The COMPANY agrees to cooperate with any audit conducted by the AUDITOR GENERAL and to provide access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a rebuttable presumption in favor of the STATE for the recovery of any funds paid by the STATE under this AGREEMENT for which adequate books, records, and supporting documentation are not available to support its purported disbursement. After the federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

(b) Extended Period. Notwithstanding the provisions of subsection (a) above, if any litigation or claim involving this AGREEMENT has been filed before the expiration of the AUDIT PERIOD or any audit permitted hereunder has commenced before the expiration of the AUDIT PERIOD, the STATE and the COMPANY shall maintain the required records, (i) in the case of any litigation or claim, until completion of the action and resolution of all issues which arise from it, or until the end of the AUDIT PERIOD, whichever is later, and

(ii) in the case of any audit, until completion of the audit or until the end of the AUDIT PERIOD, whichever is later, but in no event longer than four (4) years after the date of the final bill for the PROJECT.

(c) Review of Retained Records. The COMPANY shall make the records and materials described in subparagraphs (a) and (b) above available for review and audit by the STATE or its authorized representatives at the COMPANY's offices in [location]*, during normal business hours upon at least seven (7) days' advance written notice. The STATE shall be responsible for its own costs of the STATE's review and audit of the COMPANY's records and materials, except that the COMPANY shall be responsible for its own costs associated with the production of any records requested in the STATE's review and audit of the COMPANY's records.

(d) Notice of Litigation. Each PARTY shall promptly furnish the other PARTY written notice of any claim or litigation naming the notifying PARTY as a defendant that directly affects or relates to the PROJECT or this AGREEMENT.

*547 West Jackson Boulevard, Chicago, IL 60661

Section 8. Reporting Requirements.

a. Federal Reporting. To the extent applicable, the STATE acknowledges and agrees that the STATE, if it is the recipient of the federal funds directly from a federal agency, shall be responsible for performing, completing, and complying with the applicable federal Grant Agreement and all related reporting requirements, including, without limitation, the submission to the U.S. Department of Labor of any reports with respect to compliance with Davis-Bacon Act requirements, for the PROJECT (the "REPORTING REQUIREMENTS"). The COMPANY shall, upon request by the STATE and at the STATE's expense (except for internal employee or consultants costs of the COMPANY which shall be paid by the COMPANY), assist the STATE

in promptly completing any federally required forms provided to the COMPANY by the STATE and provide to the STATE any additional information reasonably accessible or available to the COMPANY needed by the STATE to perform and complete the federal reporting documents and satisfy the REPORTING REQUIREMENTS, provided that the STATE shall furnish to the COMPANY a list, at least thirty (30) calendar days prior to the date the STATE requires such information, setting forth the specific information (including all required data elements with respect to each report) that the STATE requests that the COMPANY provide in order for the STATE to satisfy the REPORTING REQUIREMENTS. The STATE shall provide the COMPANY a copy of any applicable federal Grant Agreement (draft or otherwise) promptly following its receipt thereof and shall provide the COMPANY a certified true and correct copy of the final federal Grant Agreement described above promptly following the execution and delivery thereof.

b. Other Reporting. To the extent applicable based on requirements of funding sources, the COMPANY agrees to provide progress reporting in a format approved by the STATE, including monthly design and construction progress, quarterly environmental commitments compliance reporting, financial reporting such as expenditures as required by the STATE, and other relevant reporting as requested by the STATE or local funding sources.

Section 9. Procurement. (a) All procurement transactions, without regard to dollar value, shall be conducted in accordance with the COMPANY's then-current procurement practices (which current practices are hereby deemed to comply with the procurement standards of 2 CFR applicable to private commercial entities and with the applicable procurement standards of the State of Illinois and the CREATE manuals). The PARTIES acknowledge that each SERVICE CONTRACT (as defined below) will be competitively selected from service providers separately pre-qualified by

the COMPANY for the services described in that SERVICE CONTRACT. For purposes of this AGREEMENT the term “SERVICE CONTRACT” means a construction contract and/or a professional services contract performed by a third party and entered into solely in connection with the PROJECT. The PARTIES anticipate that a number of opportunities for the use of competitive selection procedures will be available with respect to the award of such work, including service providers from the local geographic area. The COMPANY will consult with the STATE with respect to the identification and publication of such opportunities, and the STATE shall notify business organizations, public agencies, publications and local newspapers with respect to such opportunities to pre-qualify as a service provider under this AGREEMENT. The COMPANY shall provide to the STATE for its review and comment, prior to the formal solicitation of services, the specifications, design drawings and other solicitation documents to be posted by the COMPANY with respect to each SERVICE CONTRACT to be awarded in conjunction with the PROJECT pursuant to competitive procedures as described herein. Prior to the award of any SERVICE CONTRACT, the COMPANY will provide to the STATE a proposal analysis containing the proposal price of the successful service provider and such service provider’s acknowledgement of required flow down provisions under this AGREEMENT, including, without limitation, prevailing wage, Buy America, and DBE (defined below) requirements, as applicable.

(b) The COMPANY shall encourage participation by small business concerns owned and controlled by socially and economically disadvantaged individuals (as defined in 49 CFR Part 26) by establishing a PROJECT-specific goal of disadvantaged business enterprise (hereinafter, “DBE”) participation in the solicitation of bids. This goal will be recommended by the STATE and shall be mutually agreed upon by both PARTIES. The goal setting process shall be based on the availability of ready, willing and able disadvantaged business enterprises in the location of the PROJECT. The COMPANY and/or its designee(s) shall be responsible for assessing and documenting the COMPANY’s efforts toward achieving the mutually agreed upon DBE participation goal. The intent of this subsection (b) is to assure COMPANY’s compliance

with the requirements of 49 CFR part 26 in performing its obligations hereunder and in connection with its administration of STATE-assisted contracts hereunder. Failure by the COMPANY to carry out these requirements shall be considered a material breach of this AGREEMENT.

Section 10. Change Orders. The STATE and the COMPANY hereby agree that change orders (each a “CHANGE ORDER”) will follow and will be governed by the CREATE Phase I, II, III manuals with respect to any addition, deletion or revision to the scope of work and/or extension of the geographic boundaries of PROJECT work set forth on **EXHIBIT A** and/or any change to the cost of any element of PROJECT work initiated by either the COMPANY or the STATE.

Section 11. Signals Systems. Any signal systems installed by the COMPANY in connection with the PROJECT shall be placed in service as soon as it is commercially reasonable and within any time frames required by applicable law or any requirements of funding sources, provided that the COMPANY shall make commercially reasonable effort to place signal systems in service within twelve (12) months after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection of such highway grade crossing signals upon receiving such written notification.

Section 12. Future Maintenance. When construction of the PROJECT is completed, and for so long as applicable STATE law and, if the PROJECT utilized federal funding, federal law shall so require, the COMPANY shall be responsible for maintaining, at its expense or by agreement with one or more third parties, the improvements, structures, and appurtenances installed pursuant to the PROJECT that are utilized in railroad operations. The STATE shall be responsible for maintaining, at its expense and by agreement with one or more third parties, all highway structures, highway and sidewalk surfaces and appurtenances, including but not limited to pavement, fencing,

guardrails, drainage, and lighting, associated with the PROJECT. With respect to improvements, structures and appurtenances installed pursuant to the PROJECT that are located on the COMPANY's property but are not utilized in railroad operations, the STATE and the COMPANY shall allocate responsibility for maintenance [pursuant to Attachment A.2] [on a case-by-case basis].

Section 13. Termination.

- (a) For Convenience of the STATE. In the event that delays or difficulties arise in securing necessary federal, state or other approvals, or in acquiring rights-of-way, or in settling damage claims, or for any other cause which, in the opinion of the STATE, render it impracticable to proceed with the construction of the PROJECT, then, at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY, and this AGREEMENT shall thereupon terminate. In the event of such termination, the STATE shall reimburse the COMPANY for all ELIGIBLE PROJECT COSTS incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

- (b) PARTIES' Right to Terminate on Mutual Consent. This AGREEMENT or the PROJECT may be terminated at any time by mutual written consent of the PARTIES. If the construction of the PROJECT cannot be completed for an aggregate amount less than or equal to 200% of the cost set forth in the PS&E, the Parties agree to meet to discuss termination of this AGREEMENT or potential rebidding options.

(c) STATE's Right to Terminate for Cause. The STATE may terminate this AGREEMENT upon thirty (30) days' written notice to the COMPANY, or at such later date as the STATE may establish in such written notice, in the event that:

- i. The COMPANY shall fail to (i) pay any cost described herein within the time period provided therefor; or (ii) perform or observe any covenants, obligations or agreements to be observed or performed by the COMPANY under this AGREEMENT and such failure shall continue unremedied for thirty (30) days after notice from the STATE to the COMPANY specifying the failure and demanding the same to be remedied;
- ii. The Illinois General Assembly or federal agency shall fail to appropriate or otherwise make available funds for the PROJECT, immediately upon the giving of notice of termination by STATE to COMPANY of the occurrence of such eventuality.

(d) COMPANY's Right to Terminate for Cause. The COMPANY may terminate this AGREEMENT upon thirty (30) days' written notice to the STATE, in the event that any of the following shall occur:

- i. The STATE shall fail to (i) pay any cost described herein within the time period provided therefor; or (ii) perform or observe any other of the covenants, obligations or agreements to be observed or performed by the STATE under this AGREEMENT and such failure shall continue unremedied for thirty (30) days after

notice from the COMPANY to the STATE specifying the failure and demanding the same to be remedied; or

- ii. There shall be any CHANGE IN LAW (defined below) that has a material adverse effect (as such term is defined below in subsection iv) on the COMPANY's cost share of the PROJECT and such adverse effect has not been mitigated to the reasonable satisfaction of the COMPANY within ninety (90) days of the effective date of the CHANGE IN LAW. For purposes of this AGREEMENT, the term "CHANGE IN LAW" shall mean any change in applicable law or regulatory requirements (other than any change in tax law that is applicable to the COMPANY generally without taking into account the COMPANY'S obligations under the AGREEMENT or the COMPANY's participation in the PROJECT) on or after the date of this AGREEMENT affecting the COMPANY or the PROJECT; or
- iii. There shall be any taxing or governmental authority decision, determination, guidance or other authority regarding or applicable to the federal income tax consequences of the PROJECT or transactions contemplated by this AGREEMENT that has a materially adverse effect as defined below on the COMPANY; or
- iv. The Illinois General Assembly or federal agency shall fail to appropriate or otherwise make available funds for the PROJECT
- v. A material adverse effect is defined as a change in law or in federal tax consequence that is unexpected, not reasonably anticipated and could result in the COMPANY

cost of its share of total PROJECT cost being increased at least 25% above the COMPANY's share of such PROJECT cost shown in EXHIBIT A.

Section 14. Notice of FOIA Requests. The STATE shall send to the COMPANY written notice of any request the STATE receives for information relating to the PROJECT or this AGREEMENT pursuant to the Freedom of Information Act of the State of Illinois or any similar applicable law promptly, and in any event not later than five (5) business days after STATE's receipt thereof.

Section 15. Additional Understandings. The PARTIES understand, acknowledge and agree as follows:

(a) Except as specifically set forth in this AGREEMENT, in no event shall the COMPANY be required to expend any of its own funds in constructing the PROJECT unless prompt reimbursement of such funds is assured to the COMPANY in a manner reasonably acceptable to the COMPANY. In no event shall the COMPANY have any obligation with respect to any required repayment of all or any funds to any federal agency.

(b) Title to all MATERIALS utilized in the improvements to COMPANY's infrastructure as part of the PROJECT shall be vested in the COMPANY notwithstanding that the cost of such MATERIALS and the labor/equipment to install them have been paid for (in whole or in part), or reimbursed (in whole or in part), by the STATE.

(c) The STATE shall be responsible for its portion of the cost of all MATERIALS purchased or for which a commitment or obligation to purchase has been made and all delivery, handling, or transportation costs with respect to such MATERIALS. Responsibility for storage costs for such MATERIALS will be as set forth in the PS&E for

the Project subject to a case by case analysis of the specific reasons for each storage situation.

(d) Any estimated costs included on **EXHIBIT A**, if any, are approximations and remain subject to change.

(e) In no event shall the STATE or federal agency or any other party acquire any ownership interest in, or be granted a lien upon, any COMPANY owned or controlled property or improvements in connection with the transactions contemplated by this AGREEMENT, except as may be specifically set forth in a separate agreement memorializing such interest.

Section 16. Available Funds. The STATE represents, as of the date this AGREEMENT was executed by STATE, there are sufficient funds available for the PROJECT; provided that, notwithstanding the foregoing, funding obligations assumed by the STATE under this AGREEMENT shall cease immediately, without penalty or payment (beyond that which the COMPANY has already accumulated or paid that is subject to reimbursement by the STATE pursuant to this AGREEMENT) should the Illinois General Assembly or a federal agency fail to appropriate or otherwise make available funds for the PROJECT.

Section 17. Extensions. The COMPANY shall complete all work under the PROJECT or shall be responsible that all such work is completed by other forces within the time period specified in **EXHIBIT A**. In the event that all PROJECT work cannot be completed within the specified time period, the COMPANY shall notify the STATE of the cause for the delay and request an extension of

this AGREEMENT not less than 60 days before the expiration date of this AGREEMENT. The STATE shall notify the COMPANY of the STATE's proposed terms of the extension. The proposed terms may include, but may not necessarily be limited to, (a) that no additional costs attributable to a delay caused by the COMPANY shall be ELIGIBLE PROJECT COSTS; and/or (b) that a penalty clause for any additional cost to the PROJECT, or for delaying the PROJECT completion be agreed to by the COMPANY. If the STATE and the COMPANY reach agreement on the terms of the extension, the STATE shall approve the extension. If the STATE and the COMPANY do not reach agreement of the terms of the extension, then the STATE may terminate this AGREEMENT pursuant to Section 13(c).

Section 18. PROJECT Closeout. When the PROJECT is completed and that fact is acknowledged by both PARTIES, the COMPANY shall provide closeout report information to the STATE within 3 months after the final invoice is approved and paid by the STATE. Closeout report information shall include, without limitation, (a) final DBE expenditures and good faith efforts documentation, if applicable; (b) documentation of final environmental commitments; (c) final CHANGE ORDER resolution; (d) documentation indicating final PROJECT site visits were completed and approved; (e) documentation indicating restoration of all properties and site drainage improvements, where applicable, have been completed; (f) final invoice with remaining unused materials credited where applicable; (g) final CHANGE ORDER documenting any difference of work completed from the prior phase scope of work; and (h) written acknowledgement that all funds to the COMPANY for the PROJECT have been paid by the STATE.

Section 19. Amendments. Neither this AGREEMENT nor any of the terms hereof may be amended, supplemented, waived or modified in any manner whatsoever except by an instrument in writing signed by each PARTY.

Section 20. Successors. This AGREEMENT shall inure to the benefit of and shall be binding upon each PARTY's successors and assigns, except that no PARTY may assign any of its rights or obligations hereunder without the prior written consent of the other PARTY, which consent shall not be unreasonably withheld, conditioned or delayed; provided that nothing contained in this Section 19 shall be construed to prohibit the COMPANY from employing contractors and subcontractors in its construction of improvements and other aspects of the PROJECT in accordance with the terms of this AGREEMENT without the consent of the STATE.

Section 21. Governing Law; Severability. This AGREEMENT shall in all respects be governed by, and construed in accordance with, the law of the State of Illinois (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance. Whenever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT shall be prohibited by or invalid under the laws of any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this AGREEMENT.

Section 22. No Third Party Rights. Except as expressly set forth herein, the representations, warranties, terms, conditions, and provisions of this AGREEMENT are for the exclusive benefit of the PARTIES, and no other PERSON (defined below) shall have any right or claim against either PARTY by reason of any of these terms and provisions or be entitled to enforce any of those terms and provisions against either PARTY. For purposes of this AGREEMENT, "PERSON"

means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

Section 23. Entire Agreement. Any exhibits, appendices, schedules, and attachments annexed hereto are by this reference incorporated herein and made a part hereof. This AGREEMENT contains the entire agreement of the PARTIES with respect to the design and construction of the PROJECT and supersedes any and all prior agreements or oral understandings between the PARTIES with respect thereto.

Section 24. Reproduction of Documents. This AGREEMENT and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by the PARTIES at the closing of the transaction contemplated hereby, and (c) financial statements, certificates and other information previously or hereafter furnished pursuant hereto, may be reproduced by the PARTIES by any photographic, photostatic, microfilm, microcard, miniature photographic, electronic or other similar process and the PARTIES may destroy any original document so reproduced. The PARTIES agree to accept delivery of all of the foregoing documents in electronic format in lieu of original closing transcripts. The PARTIES further agree and stipulate that, to the extent permitted by applicable law, any such reproduction, in electronic format or otherwise, shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 24 shall not prohibit the PARTIES from contesting any such

reproduction to the same extent that it could contest the original or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

Section 25. No Waiver. No failure or delay of any PARTY in exercising any power or right under this AGREEMENT shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

Section 26. Separate Counterparts. This AGREEMENT may be executed by the PARTIES in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. All signatures need not be on the same counterpart.

Section 27. Confidentiality. For purposes of this AGREEMENT, “CONFIDENTIAL INFORMATION” means any information delivered to either PARTY (the “RECEIVING PARTY”) by or on behalf of the other PARTY (the “PROVIDING PARTY”) in connection with the transactions contemplated by or otherwise pursuant to this AGREEMENT that is proprietary, privileged or confidential in nature and that was clearly marked or labeled or otherwise adequately identified when received by the RECEIVING PARTY as being proprietary, privileged or confidential information of the PROVIDING PARTY, provided that the term CONFIDENTIAL INFORMATION does not include information that (a) was publicly known or otherwise known to the RECEIVING PARTY prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by the RECEIVING PARTY or any person acting on the RECEIVING PARTY’s behalf or (c) constitutes financial statements that are otherwise publicly available. The RECEIVING PARTY will maintain the confidentiality of such CONFIDENTIAL INFORMATION in accordance with procedures adopted by the RECEIVING

PARTY in good faith to protect confidential information of third parties delivered to it, provided that the RECEIVING PARTY may deliver or disclose CONFIDENTIAL INFORMATION to (i) its directors, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the transactions contemplated by this AGREEMENT), (ii) its financial advisors and other professional advisors who agree to hold confidential the CONFIDENTIAL INFORMATION substantially in accordance with the terms of this Section 27, (iii) any federal or state regulatory authority having jurisdiction over the RECEIVING PARTY, and (iv) any other PERSON to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to the RECEIVING PARTY, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which the RECEIVING PARTY is a party or (z) to the extent the RECEIVING PARTY may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under this AGREEMENT.

Section 28. Notices. Unless otherwise expressly specified or permitted by the terms of this AGREEMENT, notices and other communications required or permitted to be given or made under the terms of this AGREEMENT shall be in writing. Any such communication or notice shall be deemed to have been duly made or given (i) if served in person; (ii) on the third (3rd) day following the day such notice is deposited in any post office station or letter-box if mailed by certified or registered mail, return receipt requested, postage prepaid, or (iii) on the first (1st) day following the day such notice is delivered to an overnight courier service for overnight delivery, if addressed to the PARTY to whom such notice is intended as set forth below:

(a) if to the STATE to:

Mr. Jason Osborn

Director, Office of Intermodal Project Implementation

Illinois Department of Transportation

69 W Washington Street, Suite 2100

Chicago, IL 60602

(b) if to the COMPANY, to:

Mr. Mark Delaney

Chief Capital Delivery Officer

COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY

547 West Jackson Boulevard

Chicago, IL 60661

Each PARTY may from time to time designate by notice in writing to the other PARTY a different address for communications and notices.

Section 29. Waiver of Consequential Damages. Notwithstanding Section 13 of this AGREEMENT or anything to the contrary contained herein, each PARTY (i) waives claims against the other PARTY for punitive, special, consequential, indirect and exemplary damages arising out of or relating to this AGREEMENT; provided that nothing contained herein shall constitute a waiver by any PARTY of the right to seek to join the other PARTY as a necessary party to any litigation, action or proceeding initiated by an independent third party with respect to

any claim or dispute arising out of or under this AGREEMENT; and (ii) agrees not to assert or join in asserting or supporting any claim by any independent third party for any such punitive, special, consequential, indirect or exemplary damages; provided that nothing contained herein shall constitute a waiver by any PARTY of the right to seek to join the other PARTY as a necessary party to any litigation, action or proceeding initiated by an independent third party with respect to any claim or dispute arising out of or under this AGREEMENT.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in duplicate by their duly authorized officers as of the dates below indicated.

**COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY**

Executed by the COMPANY this 12th

day of September, 20 24.

By: [Signature]
Name: Jim Osborn
Title: CEO/ED

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

Executed by the STATE this _____

day of _____, 20 _____.

By: _____ By: _____
Jason Osborn Omer Osman, P.E.
Director – Office of Secretary of Transportation
Intermodal Project Implementation

Date: _____ Date: _____

Approved as to form:

By: _____ By: _____
Michael Prater Vicki Wilson
Chief Counsel Chief Fiscal Officer

Date: _____ Date: _____

Job No: R-20-001-25

TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY) is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a)the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the COMPANY no longer subject to back-up withholding , and
3. The COMPANY's person with signatory authority for this is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 36-3126147

Legal Status

- | | |
|---|--|
| ☐ Individual | ☒ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |

CREATE: P2(4)
County: Cook
Project: P2-METRA-XXX-004-Z-ROW
Job No: R-20-001-25

EXHIBIT A – ROW (Right of Way)

PROJECT IDENTIFICATION: P2-METRA-XXX-004-Z-ROW

COMPANY: Commuter Rail Division of the Regional Transportation Authority

SCOPE OF WORK: ROW Property Acquisition and Easements for Project P2

LOCATION: 75th Street Flyover, track, and bridge connection between the Southwest Service (SWS) and the Rock Island District (RID).

DESCRIPTION OF WORK AND REQUIREMENTS TO BE DONE BY COMPANY:

- 1. Perform or cause to be performed incidental eligible work necessary to complete the specified scope of work indicated in Attachment A1, Scope of Work.**
- 2. Comply with the grant requirements set forth in Attachment A12.**
- 3. Comply with the record submission requirements set forth in Attachment A13.**
- 4. Comply with the federal legal requirements set forth in Attachment A14.**

DESCRIPTION OF WORK TO BE DONE BY THE STATE:

- 1. Monitor the scope of work for compliance of applicable federal, state, local requirements, the SRA and its referenced attachments.**
- 2. Monitor compliance with environmental commitments.**

ATTACHMENTS:

- A1. SRA Request
- A2. Project Eligible Costs Request
- A3. Location Map
- A4-1. 3.1 Form Project (Not Applicable)
- A4-2. 3.1 Form SRA
- A5. Schedule
- A6-1. Phase I Form 4.3 Cover/Signature Page
- A6-2. PS&E Cover & Signature Page (Not Applicable)
- A7. DBE Goal by the STATE (Not Applicable)
- A8-1. State Land Acquisition Requirements
- A8-2. Transfer of Real Estate
- A9-1. Invoice Cover Sheet
- A9-2. Invoice Review Checklist Phase II
- A10. Railroad Additive Rates (Not Applicable)
- A11. DBE–Disadvantaged Business Enterprise Participation, Sept. 1, 2000 (N/A)
- A12. Grant Agreement or Term Sheet
- A13. CREATE State Records Retention
- A14. General Federal Legislation
- A15-1. Trainee hours letter (Not Applicable)
- A15-2. Trainee hours specifications (Not Applicable)

ESTIMATED COMPANY COST:

Estimated SRA COST \$4,334,191, Estimated cost to COMPANY \$0. NTP \$3,253,212, Contingency \$916,786, PMR \$164,193. DBE Goal of 0%.

ESTIMATED COMPANY REIMBURSEMENT:

The STATE commits to make funds available to the COMPANY under this AGREEMENT in the maximum aggregate amount of \$4,334,191 to reimburse for ROW acquisition and easements for the CREATE Project P2, subject to the terms and conditions in this AGREEMENT.

FUNDING BREAKDOWN:

FEDERAL (Illinois Competitive Freight Grant) (70%) NTE \$3,033,934

CDOT (30%) NTE \$1,300,257

If additional funds are needed the financial committee will determine the funding.

INVOICING:

Invoicing will be submitted at 70% Illinois Competitive Freight Grant, 30% CDOT.

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Velicia M. Goode-Moore, P.E.
Section Chief Freight Rail
Illinois Department of Transportation
69 W. Washington – Suite 2100
Chicago, IL 60602
T: (312) 793-1523
velicia.goode@illinois.gov

SUBMIT ALL INVOICES ELECTRONICALLY TO: (with copies to the aforementioned)

DOT.CH.CREATEProgram@illinois.gov

and

Brandy Eckert
OIPI-Rail
Illinois Department of Transportation
2300 S. Dirksen Parkway, Room 341
Springfield, IL 62764
T: 217.558.2868 M: 217.494.9704
brandy.eckert@illinois.gov

For this SRA, the catalog of Federal Domestic Assistance (CFDA) number is 20.205
Information is available at <http://www.cfda.gov/>

August 23, 2024

Mr. Jason Osborn
Director Office of Intermodal Project Implementation
Illinois Department of Transportation
Office of Intermodal Project Implementation
69 W Washington St, Suite 2100
Chicago, IL 60602

Subject: Right of Way Funding State Rail Agreement Request

**Project: CREATE Project P2 – Metra Right of Way –
P2-METRA-XXX-004-Z-ROW**

Dear Mr. Osborn,

This letter is Metra's SRA request for Right of Way (ROW) Property Acquisition and Easements, for CREATE Project P2 of which Metra is the primary railroad for final engineering and construction on the P2 project 75th Street Flyover, track, and bridge connection between the Southwest Service (SWS) and the Rock Island District (RID).

Under P2-METRA-XXX-004-Z-ROW, Metra requests an SRA in the total estimated amount of \$4,334,191. This includes \$916,786 (28.2%) for Contingency, and \$164,193 (5%) for PMR.

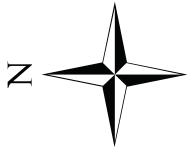
Funding for this SRA will be provided by the ICFG in the amount of \$3,033,934 (70%) and the CDOT in the amount of \$1,300,257 (30%). Metra will be invoicing and requesting 100% reimbursement from IDOT for actual expenditures not to exceed the total SRA amount.

As provided by IDOT, Metra intends to perform the design services work with a DBE goal of 0%. The duration of the ROW professional services is estimated to be two (2) years from the SRA execution date.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Delaney'.

Mark Delaney
Chief Capital Delivery Officer



Legend

- Potential Full Acquisition Footprint
- Proposed Acquisition Within PR ROW Footprint
- Proposed City of Chicago Property Location
- Ref No.

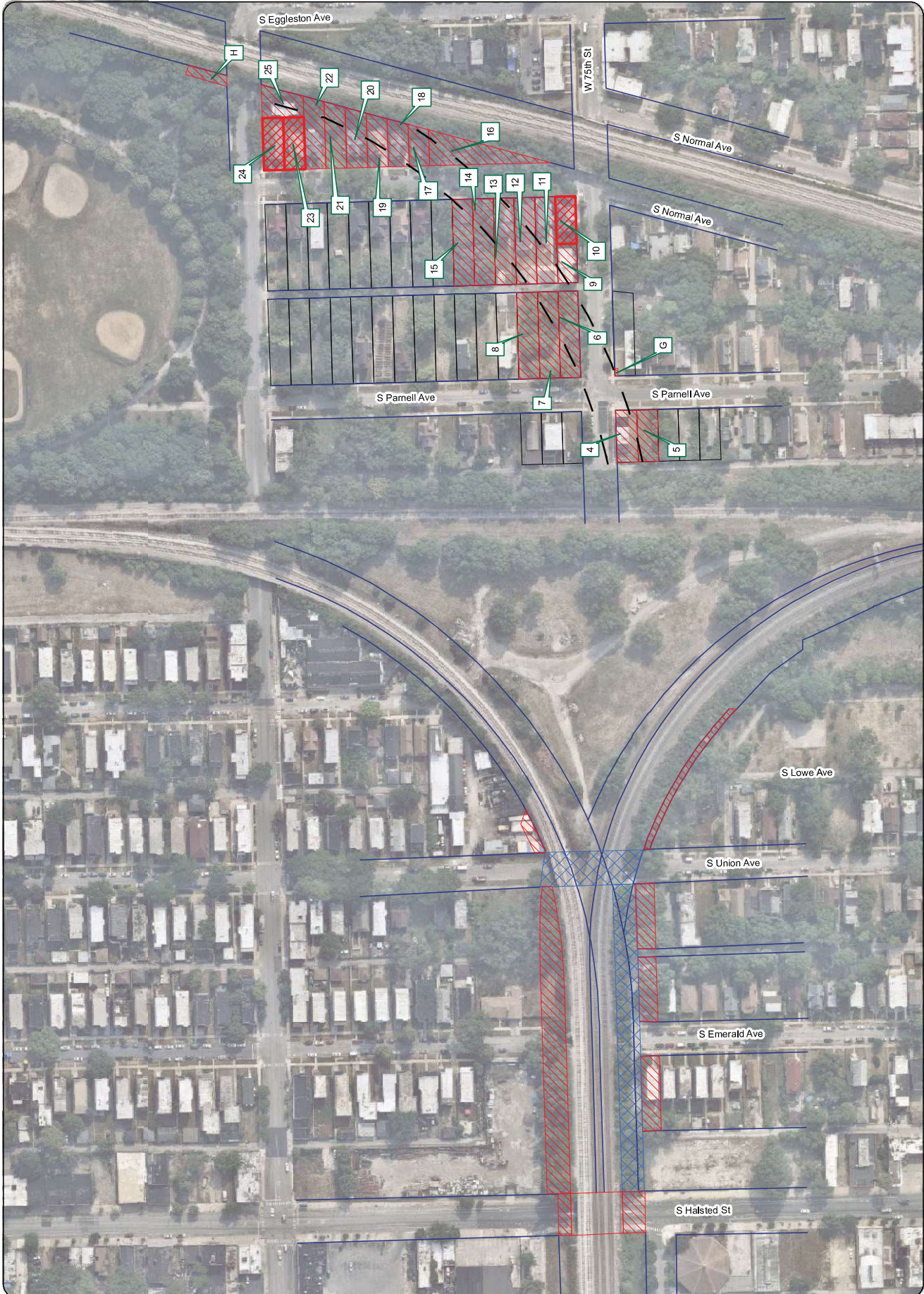
0 50 100 200 Feet

Project Segment:

CREATE P2
SWS/ RID Flyover
Connection
ROW Needs Assessment
Exhibit

Project #: 5330
Contract #: PA0001838

DRAFT & CONFIDENTIAL



ROW - Metra P2

Jacobs 2014	Metra Assessment	Address	PIN	Land Use	Acquisition Type	Estimated Cost	Estimated Relocation Cost	Potential Excess s.f. +/-	RR
6	4	7500 S Parnell Avenue	20-28-303-003	Church	Full Take	\$50,000	\$40,000	432	METRA
5	5	7506 S Parnell Avenue	20-28-303-004	Vacant Land (Private)	Full Take	\$24,000	N/A	3,827	METRA
7	6	7457 S Parnell Avenue	20-28-123-015	Vacant Land (Private)	Full Take	\$40,000	N/A	1,615	METRA
8	7	7455 S Parnell Avenue	20-28-123-014	Vacant Land (Private)	Full Take (Potential partial take)	\$40,000	N/A	4,802	METRA
none	8	7449 S Parnell Avenue	20-28-123-013	Vacant Land (Public)	Full Take (Potential partial take)	\$40,000	N/A	6,624	METRA
9	9	510 W 75th Street	20-28-123-030	Multi-family (4 units)	Full Take	\$290,000	\$140,000	2,555	METRA
10	10	7458 S Normal Avenue	20-28-123-031	Single Family Home	Full Take - Recommended	\$100,000	\$41,000	3,526	METRA
11	11	7454 S Normal Avenue	20-28-123-029	Single Family Home- Abandoned	Full Take	\$90,000	\$22,500	4,238	METRA
12	12	7448-50 S Normal Avenue	20-28-123-028	Multi-family (3 units)	Full Take	\$390,000	\$105,000	2,479	METRA
13	13	7444 S Normal Avenue	20-28-123-027	Single Family Home	Full Take	\$90,000	\$41,000	2,681	METRA
14	14	7440 S Normal Avenue	20-28-123-026	Vacant Land (Private)	Full Take	\$40,000	N/A	4,220	METRA
15	15	7436 S Normal Avenue	20-28-123-025	Single Family Home	Full Take	\$80,000	\$41,000	5,909	METRA
none	16	7358 S Normal Avenue	20-28-124-010	Vacant Land (Public)	Full Take (Potential partial take)	\$50,000	N/A	6,259	METRA
16	17	7429 S Normal Avenue	20-28-124-009	Single Family Home	Full Take	\$60,000	\$41,000	274	METRA
17	18	7425 S Normal Avenue	20-28-124-008	Single Family Home	Full Take	\$65,000	\$41,000	635	METRA
18	19	7421 S Normal Avenue	20-28-124-007	Multi-family (2 units)	Full Take	\$180,000	\$70,000	1,712	METRA
19	20	7419 S Normal Avenue	20-28-124-006	Single Family Home	Full Take	\$160,000	\$41,000	2,678	METRA
20	21	7413 S Normal Avenue	20-28-124-005	Vacant Land (Private)	Full Take	\$30,000	N/A	3,539	METRA
21	22	7409 S Normal Avenue	20-28-124-004	Multi-family (2 units)	Full Take	\$150,000	\$70,000	4,146	METRA
22	23	7405 S Normal Avenue	20-28-124-002	Single Family Home	Full Take - Recommended	\$90,000	\$41,000	3,999	METRA
23	24	7401 S Normal Avenue	20-28-124-001	Multi-family (2 units)	Full Take - Recommended	\$180,000	\$70,000	3,999	METRA
24	25	447 W 74th Street	20-28-124-003	Multi-family (2 units)	Full Take	\$130,000	\$70,000	1,743	METRA
none	G 2022	7501 S Parnell Avenue	20-28-304-001	Private (Multi-unit apartment building)	Partial take	\$1,000	N/A	N/A	METRA
O	H 2022	Hamilton Park (401 W 72nd Street, Chicago)	20-28-112-001	Public Park	Construction Permit	\$8,712	N/A	N/A	METRA

Attachment A2 – Project Eligible Costs Request

CREATE Project: CREATE Project P2 – Metra Right of Way (ROW)

Date: August 23rd, 2024

SRA Ref No: **P2-METRA-XXX-004-Z-ROW**

Metra is hereby requesting the following list of project eligible items of work to support the referenced Metra ROW SRA Request.

Eligible Project Cost Categories, where applicable:

	Items of Work	Est. Cost*
1	P2 ROW Parcels Acquisition	\$3,253,212
2		
3		
4		
5		
6		
7		
8		
	TOTAL	\$3,253,212

*Estimated cost for each line item without contingencies

Non-Eligible Project Cost Categories: The following categories of cost should not be included in the above list of eligible cost.

1. COMPANY management staff – including without limitations, railroad project managers, in-house department staff and other staff.
2. COMPANY Travel Per-Diem – including without limitations, airfare, lodging, meals, and vehicle rentals.

Notes:

1. This Project Eligible Costs Request must be completed for the following types of SRA'S: Final Engineering (FE); Right of Way (ROW); Master Utility State Rail Agreements (MUSRA); Construction Management (CM), Bid (BD).
2. All railroad in-house labor and expenses must be included in the detailed PS&E estimate for FA
3. If unanticipated project eligible scope of work items develops after the execution of the SRA, a change order may considered be for approval through the CREATE change order process.

CREATE Program
75th Street Corridor Improvement Project



CREATE Design Approval Cost Estimate and Schedule Form 3.1

CREATE Project Number
Prime Railroad
Date of Report

P2-Metra-XXX-004-Z-ROW
Metra
August 27, 2024

Project Schedule Section	Start	End	Years	Months	Notes
Year Current Estimate was compiled	Jun-08	Jun-14	6	0	
Phase II (month/year)	Jun-19	Dec-25	6	6	
Phase III (month/year)			0	0	
Total duration of Project			TBD	0	
Inflation rate			3.50%		

Project Cost Estimate Section

Phase I Costs

Part A (Environmental)	IDOT	IL First	\$1,534,766	Actual
Part A (Environmental)	RR/AAR		\$1,172,090	Actual
Part B (Preliminary Engineering)	Other			
Total Phase I Costs			\$2,706,856	

Phase II Costs

FE Costs

PSI/Tech Memo	RR/AAR		\$150,000	WP3.2	Estimated
PS&E Costs	Metra		\$11,325,000	WP23.1	Track and Bridge
	Metra		\$1,500,000		C.O.#2
PS&E Costs	Metra			WP23.2	Signal (Future FE)
Contingency (PS&E only)		4.42%	\$500,000		
PMR (PS&E only)		4.42%	\$500,000		
Total FE Costs			\$13,975,000		

MUSRA Costs

Utilities
Utilities
Utilities

Total MUSRA Costs \$0

P2 ROW Costs

ROW - Assessment Part A	Metra/RR	R-20-001-22	\$264,824	WP21.61
ROW - Assessment Part B	CDOT/ICFG	R-20-002-24	\$1,065,809	WP21.62
ROW Costs			\$1,330,633	
ROW - Demolition/Clearing				WP21.64
ROW Costs				
ROW - Acquisition/Easements	CDOT/ICFG	R-20-001-25	\$3,253,212	WP21.63
Contingency	CDOT/ICFG	28.00%	\$916,786	
PMR	CDOT/ICFG	5.00%	\$164,193	
ROW Costs			\$4,334,191	
Total ROW Costs			\$5,664,824	

Phase III Costs

Construction Estimate	Track and Bridge			CER	
Construction Estimate	Signals			CER	Future not funded
Construction Estimate	Total		\$0	CER	Future not funded
"Confidence of Estimate" contingency used				CER	Future not funded
Total Current Construction Estimate			\$0		
Construction Costs With Inflation	% of Total	0.00%	\$0		
Construction Costs With Inflation	% of Total	0.00%	\$0		
Construction Costs With Inflation	% of Total	0.00%	\$0		
		0.00%	\$0		
Construction Management Costs				CER	Future not funded
Project's Management Reserve				CER	Future not funded
Total Phase III Costs			\$0		

Total Project Cost

	CREATE 75th St CIP _ Right of Way (ROW) Funding Schedule																															
Item	Task Name	Duration Days		August	September	Q4-2024			Q1-2025			Q2-2025			Q3-2025			Q4-2025			Q1-2026			Q2-2026			Q3-2026			October	November	December
	P2 Metra ROW Acquistion Schedule																															
1	Ageement signed (Metra)	20																														
2	SRA Prepared and Signed (IDOT/Metra)	20																														
4	Properties Acquisition	460																														
7	SRA Final Invoicing	20																														
9	Project Close Out	60																														



CREATE PROGRAM

PROJECTS P2/P3/EW2/GS19 75TH STREET CORRIDOR IMPROVEMENT PROJECT COOK COUNTY, ILLINOIS

PHASE I PROJECT REPORT DESIGN APPROVAL FORM 4.3

Prepared by
The Illinois Department of Transportation (IDOT)

February 2015

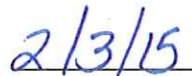
The proposed action involves the construction of two rail flyover structures, 29.4 miles of new rail track, and 10.8 miles of relocated track. There will be new rail bridge structures at 4 locations (not including the two new rail flyovers), replacement of existing rail bridges at 3 locations, rehabilitation or modification of existing rail bridges at 23 locations, and one highway-rail grade separation.

The proposed action will eliminate major rail conflicts at three rail junctions and one at-grade roadway crossing. It will also provide substantial structural, drainage, roadway and lighting improvements at 36 existing rail viaducts to improve local mobility. The proposed action will require the acquisition of a total of 16.7 acres of right-of-way, of which 14.9 acres are currently vacant residential or industrial parcels. A total of 27 residential dwelling units (26 occupied and 1 vacant) and one church will be acquired to construct the project. No wetlands will be affected by the proposed action.

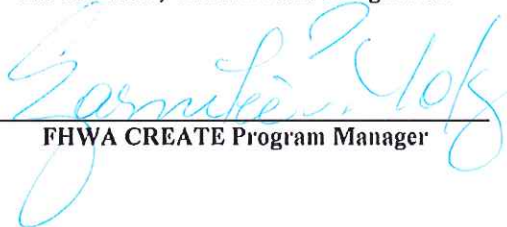
The 75th Street CIP is located in a rail corridor that generally follows 75th Street on the south and southwest sides of the City of Chicago, Cook County, Illinois. Most construction will take place within an area approximately bounded by Marquette Road to the north, the Dan Ryan Expressway (I-94) to the east, 95th Street to the south, and Pulaski Road to the west. An Environmental Impact Statement (EIS) and Record of Decision (ROD) have been prepared for this project.

IDOT Division of Public and
Intermodal Transportation
Design Approval


Bureau Chief, CREATE and Freight Rail

 2/3/15
Date

Federal Highway Administration
Design Approval


FHWA CREATE Program Manager

 2/4/15
Date



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

LAND ACQUISITION OVERVIEW BY LOCAL PUBLIC AGENCIES

Whenever a Local Public Agency (LPA) becomes responsible for acquiring right of way for a locally sponsored project involving **Federal funds in any phase**, or for certain State projects, the IDOT Division of Highways *Land Acquisition Policies and Procedures Manual* must be followed to ensure full compliance with Title II and Title III of the “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970”. Land acquisition includes any and all temporary and permanent easements, as well as fee takes, required to construct the proposed improvement.

Title II of the Uniform Act establishes a uniform policy for the fair and equitable treatment of persons displaced as a result of federally assisted programs in order that such persons shall not suffer disproportionate injuries as a result of programs designed for the benefit of the public as a whole. Title III of the Act establishes policies in regard to expeditious acquisition by negotiation, independent appraisal of real property and written determination of just compensation in order to encourage the acquisition of real property by agreements with owners, to avoid litigation and relieve congestion in the courts, to assure consistent treatment for owners, and to promote public confidence in federal and state land acquisition practices.

General Information

1. The land acquisition process normally begins with the LPA representative or the engineering consultant contacting the District One, Bureau of Land Acquisition Local Agency Acquisition Coordinator to schedule the Project Pre-Acquisition Meeting. This meeting, which marks the beginning of required land acquisition coordination, should be set up **no later than** when the Project Development Report is in IDOT's Central Office (Springfield) awaiting final review and approval, or prior to the commencement of plat of highway and legal description preparation, whichever occurs first.
2. All land acquisition documentation forms, conveyance related documents and correspondence must include the Route Name, Bureau of Land Acquisition Job Number (R-9X-XXX-XX), the local Section Number and the Parcel Number.
3. All land acquisition submittals to the District One office (including plats and legal descriptions) should be directed to the LPA Coordinator.
4. If the LPA believes that a property owner may be willing to donate a needed parcel (take or easement), a Donation Letter (form letter available) should be sent as soon as the right of way requirements are known (preferably during Phase 1 engineering). The donation letter is a letter of intent and is not a form of conveyance.

5. The LPA should request approval of the appraiser, review appraiser and negotiator to be utilized on the project for approval by the District. Qualified consultants specializing in real estate appraisal and negotiation shall be engaged when the LPA in-house staff is not adequate in size or not qualified to perform such services. A complete list of IDOT approved Land Acquisition Fee Consultants can be found at <http://www.idot.illinois.gov/doing-business/procurements/land-acquisition-services/index>
6. It is recommended that fee appraisers and fee negotiators to be used be on IDOT's list of approved appraisers and negotiators and must demonstrate qualifications commensurate with individual project demands.

Plats and Legals

1. It is strongly recommended that phase 1 engineering contracts be set up or amended to allow work to be performed on the plat of highway and legal descriptions prior to commencement of the Phase 2 engineering. This can cut three or four months from the project schedule.
2. One copy of the plat of highway, legal descriptions, and title commitments should be submitted for review and approval, either electronically or hard copy. The "Plat of Highways Checklist" is to be utilized for preparing such plats.
3. The plat of highway is an assembly drawing showing multi-parcel plat features of all right of way takings on a project. Surveyors should be familiar with Chapter One, "ROW Engineering" of the *Land Acquisition Policies and Procedures Manual*.
4. Legal descriptions should be typed about four inches down from the top of page on a standard 8½" X 11" sheet of paper, NOT in all caps. The LPA's name, route name, job number, local section number, and parcel number should be typed in the upper right corner.
5. If federal funds will be utilized for land acquisition, the District must withhold approval to commence with appraisal and negotiation activities until federal authorization is obtained.
6. When pre-final plats and legals are substantially acceptable, approval to begin appraisal activity will be given by the District.

Appraisals

1. Appraisal activity must not begin prior to receiving approval of the plats and legals.
2. Appraisals must be on current standard IDOT Appraisal Forms. The original appraisal document for each parcel should be forwarded by the LPA (or appraiser) to the review appraiser for review and certification.
3. The *Appraisal Review Certification*, standard IDOT forms, must be utilized for the review appraisal. The review appraiser (or LPA representative) sends an appraisal and review appraisal certification for each parcel to the District for review *after certifications are signed by the appropriate representative*.
4. Minimum Payment Procedure (MPP) or waiver valuations are recommended when consideration to be paid for a parcel does not exceed \$10,000 and no condemnation

is anticipated. These cannot be prepared by a licensed appraisal per USPAP and FHWA, they can be prepared by a trained LPA official.

5. After review and approval by the District, the LPA will be notified to begin negotiation activities.
6. A copy of an appraisal for each parcel will be kept in the District's project file. For parcels being acquired in the name of the LPA, forms must be on LPA letterhead and signed by LPA. For parcels being acquired in the State's name, the appraisal must be signed by the District; an original of the appraisal will be kept in the District's files.

Negotiation

1. Approval to begin negotiation cannot be given prior to the Design Approval (Phase I) date unless the District authorizes Advanced Acquisition in hardship or protective buying situations.
2. Negotiation must not commence prior to approval of the appraisals by the District One Bureau of Land Acquisition. For donated parcels, negotiation must not begin prior to approval of the plat of highways and legal descriptions.
3. Separate files must be kept for each parcel to be acquired. A copy of the files will be submitted to the District for its permanent records upon completion of acquisition.
4. The negotiator is responsible for presenting the offer to purchase (full appraisal amount), preparing the necessary conveyance related documents, obtaining owner's signatures, and clearing title exceptions (Schedule B).
5. The negotiator prepares the certification documentation, which includes Parcel and Project Compliance Checklists, Negotiator's Reports and other forms to ensure that the Bureau of Land Acquisition is able to certify the acquisition process.
6. At the time of presenting the offer to purchase, if the appraisal review is over six months old, an **updated review appraisal** should be obtained. If the underlining appraisal is over 1 year old a new appraisal and review appraisal must be obtained.
7. Administrative settlements must be documented and approved on LPA letterhead indicating the basis of approval of the offer if it is different than the appraised value.
8. Title reports must be no more than 120 days old when the LPA attorney approves title or when documents are submitted to IDOT for approval (acquisitions in the name of the State) for parcels where consideration being paid does not exceed \$10,000. Where consideration being paid does exceed \$10,000, title reports must be no more than 90 days old when title is approved.
9. The negotiator should indicate how title has been cleared by hand-writing actions taken in the margin of Schedule B of the title report. This goes to the LPA attorney and in IDOT's copy of the project file.
10. If title is being acquired in the name of the LPA, the LPA attorney must approve title for each parcel prior to the property owner being paid the agreed upon consideration.
11. If title is being acquired in the name of the LPA, parcel acquisitions must be certified (as to compliance with Title II and Title III of the Uniform Act) by the LPA attorney via

the LPA Attorney Certification Letter (a sample certification letter can be provided). A separate certification letter should be prepared for each parcel.

12. If title is being acquired in the name of the State of Illinois (on State routes only), written title approval must be obtained by the District Bureau of Land Acquisition for parcels where consideration to be paid does not exceed \$10,000. Title approval must be procured by the District office from the Attorney General's office for parcels where consideration to be paid exceeds \$10,000. Either title approval must occur before payment is made to the property owner by the LPA.
13. The negotiator is responsible for keeping records of all communications and work done to acquire each parcel of right of way (the Negotiator's Report). The negotiator must obtain the Local Agency Representative's signature on page 3 of the Project Compliance Checklist.
14. It is the responsibility of the LPA Representative - not the negotiator - to deliver the appropriate payment to the property owner and to file the proper property tax waiver documents.

Relocation

If Relocation is required, additional steps and coordination will be incurred by the relocation agent, negotiator, the LPA and the Department which is beyond the scope of this summary. Contact the District Office for guidelines.

Completion of Parcel Approvals for Certification

1. IDOT's copy of the parcel files and Compliance Review Checklists must be submitted to the Bureau of Land Acquisition's LPA Coordinator prior to the date shown on the Local Roads Letting Schedule to obtain certification. If it is determined that the files are in order (including recorded conveyance documents); that the LPA attorney has certified each parcel acquisition; and that the property owners have been paid, the District will certify the project.
2. When all land acquisition activities are completed, the original parcel files should be turned over to the LPA for storage.
3. The negotiator's records may be subject to audit at some future date by a federal and/or state investigator to determine whether or not proper procedures were followed.
4. Copies of title insurance policies should be forwarded to the District prior to compliance certification.
5. ***The Letting Schedule requires all Certifications of Projects to occur approximately eight weeks prior to the project being let (no exceptions).***

LPA Acquisition Schedule (approximate time frames)

Plats of Highway, legal descriptions & title reports Could be done during Phase 1 Engineering	3-6 Months
ROW Agreement	3-6 Months
Appraisal and Appraisal Review May be done during Phase 1 Engineering if no federal funds being used for acquisition	3 Months
Negotiations <u>Cannot</u> begin prior to Design Approval date.	3 to 9 Months
Condemnation Varies by county. LPA's do not have quick take authority.	12 to 18 Months
Relocation This is done during the negotiation stage.	4 to 12 Months

As a reminder, all local agency land acquisition submittals, inquiries and comments should be directed to:

Joy Gustafson
(847) 705-4334
Joy.Gustafson@Illinois.gov

Address: 201 W. Center Court, Schaumburg, Illinois 60196-1096 Fax: (847) 705-4218

S:\WP\AQUSITN\NEGOTIAT\LOCLPRGM\Forms\Checklist\LPA OVERVIEW.doc 1/4/2021

Attachment A8-2 – Property Acquisition Using Federal Funds

Title to any real property (“property”) being acquired by or for a railroad in connection with use of Federal Funds for this Project shall be made subject to the following conditions:

- (1) The property will be used and will continue to be used by the Railroad/Grantee for solely public purposes and for the use and enjoyment of the public;
- (2) That any subsequent transfer of the property by the Railroad/Grantee or any subsequent Grantee shall be subject to the same condition that the property be used and enjoyed by the public for solely public purposes;
- (3) That any such subsequent transfer of the property including, without limitation, any and all documents evidencing such transfer, shall be subject to the prior review and approval of the Land Acquisition Bureau of the Illinois Department of Transportation; and
- (4) Any transfer of the property to a third party for other than public use shall be void and the attempted transfer shall be of no force and effect and property shall be transferred to the State of Illinois for continued public use.
- (5) Deeds shall include the following condition, “Pursuant to 23 CFR 710.409(d) failure to continue public ownership and use of the above described property shall require that such property be transferred to the Illinois Department of Transportation for continued public use.”



CREATE INVOICE COVER SHEET

Railroad		Norfolk Southern Corp	
1. CREATE Project Number		EW-3(1) - Segment B	
2. FED State Rail Agreement Project Number		ACCRE-0020(080)	
3. State Rail Agreement Job Number		D-20-001-16	
4. PS&E Assigned to the Project		EW-NS-TSB-001-Z-FE	
5. Percent of Total Invoice Amount	100.00%	\$	249,286.10
6. Railroad's Share non-reimbursable (%)	20.00%	\$	49,857.22
7. State Share Reimbursable (%)	40.00%	\$	99,714.44
8.1 Federal Share Reimbursable (%)	20.00%	\$	49,857.22
8.2 Other Share Reimbursable (%)	20.00%	\$	49,857.22
9. Railroad's Invoice # & Progressive Bill #		93154256 - 37	
10. Railroad's Work Order Number		F-02783	

Draft Example

Submitted By:	Name: (Print or typed)	Zachary Sublett
	Title:	Assistant Manager
	Date signed:	
	Signature:	

Notes:

SUBMIT ALL INVOICES ELECTRONICALLY TO:

DOT.CH.CREATEProgram@illinois.gov

PROVIDE ELECTRONIC COPY OF ALL INVOICES TO:

Velicia M. Goode-Moore, P.E.
Section Chief Freight Rail
Illinois Department of Transportation
69 W. Washington, Suite 2100
Chicago, IL 60602
T: 312.793.1523
velicia.goode@illinois.gov

and

Brandy Eckert
OIPi-Rail
Illinois Department of Transportation
2300 South Dirksen Parkway, RM 341
Springfield, IL 62764
T: 217.558.2868 M: 217.494.9704
brandy.eckert@illinois.gov

CFDA Number: 20.205

CFDA Program Title Highway Planning & Construction

CREATE Form A9-1

May 6, 2024



ATTACHMENT A9-2
INVOICE REVIEW CHECKLIST PHASE II

RAILROAD: _____ Federal Project Number: _____

CREATE Project Number: _____ State Rail Agreement Job Number: _____

SRA Original Start Date: _____ PS&E Assigned to the Project: _____

NTP Date: _____ Invoice #: _____

SRA Original End Date: _____

SRA Revised End Date: _____ Rev # _____

Item	Description	Yes	No	Comments
1	Is CREATE cover sheet included and fully filled out with signature?			
2	Verify that all the information included in the invoice pertains to the SRA			
3	Are the contractors and subcontractors invoiced the same as identified in the request for NTP or concurrence to award design contract?			
4	Verify that the current invoice includes a statement that this invoice does not include previously billed costs and that all subcontractors and or sub-consultants have been previously paid.			
5	Verify that invoiced items are on the project eligible charges list.			
6	Verify a description of work accomplished for the date range invoiced is included in the invoice.			
7	Are all services invoiced within the time period?			
8	Verify that all information is legible.			
9	Is invoice summary page included and consistent with CREATE cover page back-up detail?			
10	Validate that sub-total, total amounts and back-up math is accurate.			

ATTACHMENT A9-2
INVOICE REVIEW CHECKLIST PHASE II

Item	Description		Yes	No	Comments
11	Verify that appropriate back-up documentation is provided and expenditure descriptions are clear.				
12	Verify that all third party invoices are included in the invoice back-up.				
13	Verify labor, equipment, material, overhead (OH) and transaction fees match rates provided against applicable contract agreements.				
14	Do all labor hours include the names, rates and dates worked?				
15	Verify travel charges include per diem purpose, origin, destination and travel miles.				
26	Are charges equal or less than the State and Federal maximum charges allowed for labor and per diem expenses?				

General Comments:

All boxes should be checked. If an item is 'Not Applicable' (NA), the reviewer shall mark 'NA' in the 'YES' column and attach additional explanation as needed.

Checklist must be signed and dated by IDOT OIPI-assigned personnel reviewing the invoice and submitted with the recommendation for invoice approval.

Reviewed By:

Name: (Printed) _____

Signature: _____

Title: _____

Date Signed: _____



Illinois Department of Transportation

Office of the Secretary

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Telephone 217/782-6149

April 7, 2023

Ms. Toni Preckwinkle
President
Cook County Board of Commissioners
118 North Clark Street, Room 537
Chicago, Illinois 60602

RE: Illinois Competitive Freight Program – 75th Street Corridor Improvement Plan Project

Dear Ms. Preckwinkle:

The Illinois Department of Transportation (IDOT) is pleased to inform you that the Cook County Department of Transportation and Highways, 75th Street Corridor Improvement Plan project has been selected for funding through the Illinois Competitive Freight Program. The Department received a total of 35 project applications requesting over \$413 million. For a full list of successful applicants, please visit the Freight Program [website](#).

The Illinois Competitive Freight Program commitment for this project will not exceed the following amounts:

State Fiscal Year	Phase	Federal Amount
2024	Land Acquisition	\$14,000,000

Illinois Competitive Freight Program award recipients are expected to begin activity on their project immediately. The sponsor agency must submit a delivery schedule with expenditure related milestones within 90 days of this notice of award. This schedule constitutes an agreement between the applicant and IDOT and must be approved prior to the obligation of freight formula funds. If an applicant identifies a delay that will prevent them from meeting a milestone within their approved delivery schedule, they must submit a written request to amend the schedule.

Local applicants will also be required to execute a project agreement and obtain Federal Authorization within the state fiscal year of programming. You must also report on your project status on a semi-annual basis (July 1 and January 1). The report will include information on the activities and progress made toward implementation of the project including performance towards meeting the expenditure delivery schedule. The purpose of the report is to ensure that the project achieves the objectives of the program, is executed in a timely fashion, and is within the scope and budget identified at the time of the award.

Ms. Preckwinkle
April 7, 2023
Page Two

Schedules, reports, and other correspondence should be directed to the IDOT Bureau of Planning (DOT.IL.FreightPlanning@illinois.gov). Please refer to the Illinois Competitive Freight Program [Guidance](#) for additional program management and reporting requirements.

Please contact Mr. Chad Riddle, District One Local Roads and Streets Engineer, by telephone at (847) 705-4201 immediately to schedule a project initiation meeting and to discuss program requirements and preparation of any agreements and/or contracts. Projects within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP).

Questions regarding the program may be directed to Mr. Michael Vanderhoof in the Bureau of Planning at (217) 782-8080.

Sincerely,

A handwritten signature in blue ink, appearing to read "Osman, Omer".

Omer M. Osman, P.E.
Secretary



Illinois Department of Transportation

Memorandum

To: Michael Vanderhoof

From: John Oimoen, Deputy Director of Railroads, Office of Intermodal Project Implementation

Subject: Transferring 2023 Illinois Competitive Freight Program funding from Cook County to Illinois Department of Transportation

Date: September 25, 2023

This memorandum is to inform you that the Office of Intermodal Project Implementation (OIPI) would like to formally accept the transfer of \$14 million awarded to the Cook County Department of Transportation and Highways for the 2023 Illinois Competitive Freight Program (ICFP) grant that was awarded for the P2/EW2 project, which is part of the 75th St Corridor Improvement Project in the Chicago Region Environmental and Transportation Efficiency (CREATE) program. The funding will be used for land acquisition activities by Norfolk Southern, Metra, and Union Pacific. The CREATE program will provide \$5,938,801.05 million in match for the ICFP funding.

As referenced in the enclosed letter from Cook County Department of Transportation and Highways dated September 15, 2023, the County is in agreement to transferring the ICFP grant to OIPI. It was determined that it would be more efficient for OIPI to carry out the contracts with the private partners for performing the P2/EW2 scope of work.

The use of grant funds will be managed transparently and in accordance with all applicable state and federal regulations and guidelines. We are committed to providing a semi-annual progress report to the IDOT Central Office Bureau of Planning to ensure that the project achieves the objectives of the program, is executed in a timely fashion and is within the scope and budget identified. In addition to accepting the ICFP grant, OIPI would like to request your assistance in providing the necessary appropriation number to be used to fund the contracts associated with the execution of the P2/EW2 ROW project. We anticipate the first contract to be executed in the next few months.

Please feel free to reach out to me at 312-793-4222 or David Zarowny the CREATE Program Manager at 312-810-6107 if you require any further information or clarification regarding this request. We are eager to commence the P2/EW2 ROW project and appreciate your prompt attention to our appropriation request.

Sincerely,

John Oimoen
John Oimoen

Attachment CCDOTH ICFP Transfer Letter

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

JENNIFER "SIS" KILLEN, P.E., PTOE

SUPERINTENDENT

69 W. Washington, Suite 2400 • Chicago, Illinois 60602 • (312) 603-1601

September 15, 2023

Mike Vanderhoof
Chief, Bureau of Planning
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764

RE: Transferring 2023 Illinois Competitive Freight Program funding from Cook County to Illinois
Department of Transportation

Dear Mr. Vanderhoof:

Cook County Department of Transportation and Highways was the recipient of a \$14 million 2023 Illinois Competitive Freight Program (ICFP) grant for the P2/EW2 project, which is part of the 75th St Corridor Improvement Program in the Chicago Region Environmental and Transportation Efficiency (CREATE) program. The funding will be used for land acquisition activities by Norfolk Southern, Metra, and Union Pacific. Cook County applied for this funding on behalf of the CREATE partners, with CREATE program funding providing \$7 million in match for the ICFP funding. Cook County is not contributing funding but is instead essentially passing through federal funding.

While the County is willing and able to continue to be the ICFP grantee, it would be simpler and more efficient for IDOT to be the grantee. Under the current arrangement, IDOT will pay the railroads for work performed, then IDOT will seek reimbursement from Cook County, which will in turn seek reimbursement from Federal Highway Administration (FRA). One of these administrative steps could be eliminated if IDOT were the grantee.

With the proposed transfer of the award, the railroads would perform land acquisition activities as originally proposed and would seek reimbursement from IDOT under the terms of a state rail agreement. IDOT would then seek reimbursement from FHWA. Cook County would no longer have a formal role in administering the funding. The change in recipient would not affect any other aspect of the grant.

If you have any questions or require any additional information, please contact Jesse Elam at 312-603-1652 or jesse.elam@cookcountyil.gov.

Sincerely,

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
Department of Transportation and Highways

CREATE STATE RECORDS RETENTION:

Company shall retain the following listed CREATE Program records pursuant to the Illinois State Records Act (5 ILCS 160)":

RECORDS THAT NEED TO BE SUBMITTED BY NON-STATE AGENCIES INCLUDE BUT ARE NOT LIMITED TO:

Project Management:

- Request for SRA
- Advertisement
- Bid Comparison
- Debarment
- Buy America
- Request for NTP

Phase II:

- Draft PS&E with comments
- Approved PS&E (Phase II report)
- Environmental Commitments
- Approved Meeting Minutes
- Contract and Invoicing
- Verification of final cost
- O&M agreements

ROW/MUSRA:

- Uniform act documentation
- Verification of IDOT Bureau Land Acquisition
- Purchase agreement
- Titles/easement
- Utility agreements
- Contract and Invoicing
- Approved Meeting Minutes
- Verification of final cost

Phase III:

- Contractor final bid documents
- Field Reports
- Approved Meeting Minutes
- Buy America
- Davis-Bacon/EEO 1391
- Final DBE achievement
- Certified Payrolls
- Test Records
- Material Certifications
- Request for Information (RFI)
- Shop Drawings
- Permits
- As-built
- Contractor change orders
- Environmental Commitments
- Verification of final cost
- Contract and Invoicing

Phase I:

- Phase I review comments
- Approved Phase I project report
- Approved Meeting Minutes
- Contract and Invoicing
- Verification of final cost
- Land Acquisitions

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
APPLICABLE FEDERAL LAWS AND REGULATIONS
For

CREATE PROGRAM
(Chicago Region Environmental and Transportation Efficiency Program)

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. § 470f
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. § 469a through § 469c.
- h. Clean Air Act, P.L. 90-148, as amended 42 U.S.C 7401 et. seq.
- i. Section 404 of the Clean Water Act, as amended 33 U.S.C. §§ 1251, et seq.
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
- k. Coastal Zone Management Act, P.L. 92-583, as amended.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151, et seq.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- y. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.

- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 -1104 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ff. Freedom of Information Act - 5 U.S.C. § 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
- hh. Farmlands Protection Policy Act of 1981 – 7 § U.S.C. 4201
- ii. Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661
- kk. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. § 401
- ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- mm. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. §§ 6901, et seq.
- nn. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601-9657
- oo. Safe Drinking Water Act -- 42 U.S.C. §§ 300F-300J-6
- pp. Wilderness Act -- 16 U.S.C. §§ 1131-1136
- qq. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. § 6901, et seq.
- rr. Migratory Bird Treaty Act 16 U.S.C. § 760c-760g
- ss. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11988 - Floodplain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12549 - Debarment and Suspension
- f. Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 - Improving Access to Services for Persons With Limited English Proficiency

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Part 200
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- d. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.
- h. Contractor Qualifications - 48 C.F.R. Part 9
- i. New Restrictions on Lobbying – 49 C.F.R. Part 20
- j. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- k. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
- l. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
- m. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
- n. DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at 28 C.F.R. Part 35
- o. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28

p. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30

q. Government wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32

r. DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38

s. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40

t. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

Office of Management and Budget Circulars

a. 2 C.F.R. 1201

b. Any applicable OMB Circular

Highway Federal Legislation

a. Highways – Title 23, U.S.C.

b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. § 541, et seq)) - 40 U.S.C. §§ 1101-1104; 23 U.S.C. § 112(b)(2)

c. Highway Design and Construction Standards, 23 U.S.C. § 109

d. Prevailing Rate of Wage, 23 U.S.C. 113

e. Planning, 23 U.S.C. §§ 134 and 135

h. Buy America Act – 23 U.S.C. § 313 (see https://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

i. Nondiscrimination – 23 U.S.C. § 140

Highway Federal Regulations

a. Planning 23 C.F.R. Part 450

b. National Highway System Design Standards – 23 C.F.R. Part 625

c. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655

d. Environmental Impact and Related Procedures – 23 C.F.R. Part 771

e. Procedures for Abatement of Highway Traffic and Construction Noise -- 23 C.F.R. Part 772

f. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

h. Required Contract Provisions – 23. C.F.R. Part 633 (Form 1273)

i. External Programs – 23 C.F.R. Part 230.