
Attachment 2

DRAFT

PROJECT-SPECIFIC
TERMS AND CONDITIONS

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Project-Specific Terms and Conditions
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Legend:

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

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

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ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

This application request funds from FY2024-2025 National Railroad Partnership Program / Federal-State Partnership for Intercity Passenger Rail Grant Program (NRP-FSP) for the Illinois Department of Transportation (IDOT) to construct a flyover structure, rail track and signals for the Rock Island Connection Project (the Project) within the Chicago Region Environmental and Transportation Efficiency (CREATE) 75th Street Corridor Improvement Project (75th St CIP). The Project will eliminate a major chokepoint—Belt Junction, reduce passenger and freight conflicts, and improve reliability, travel times, and safety for both passenger and freight trains in and north of the corridor.

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

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

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

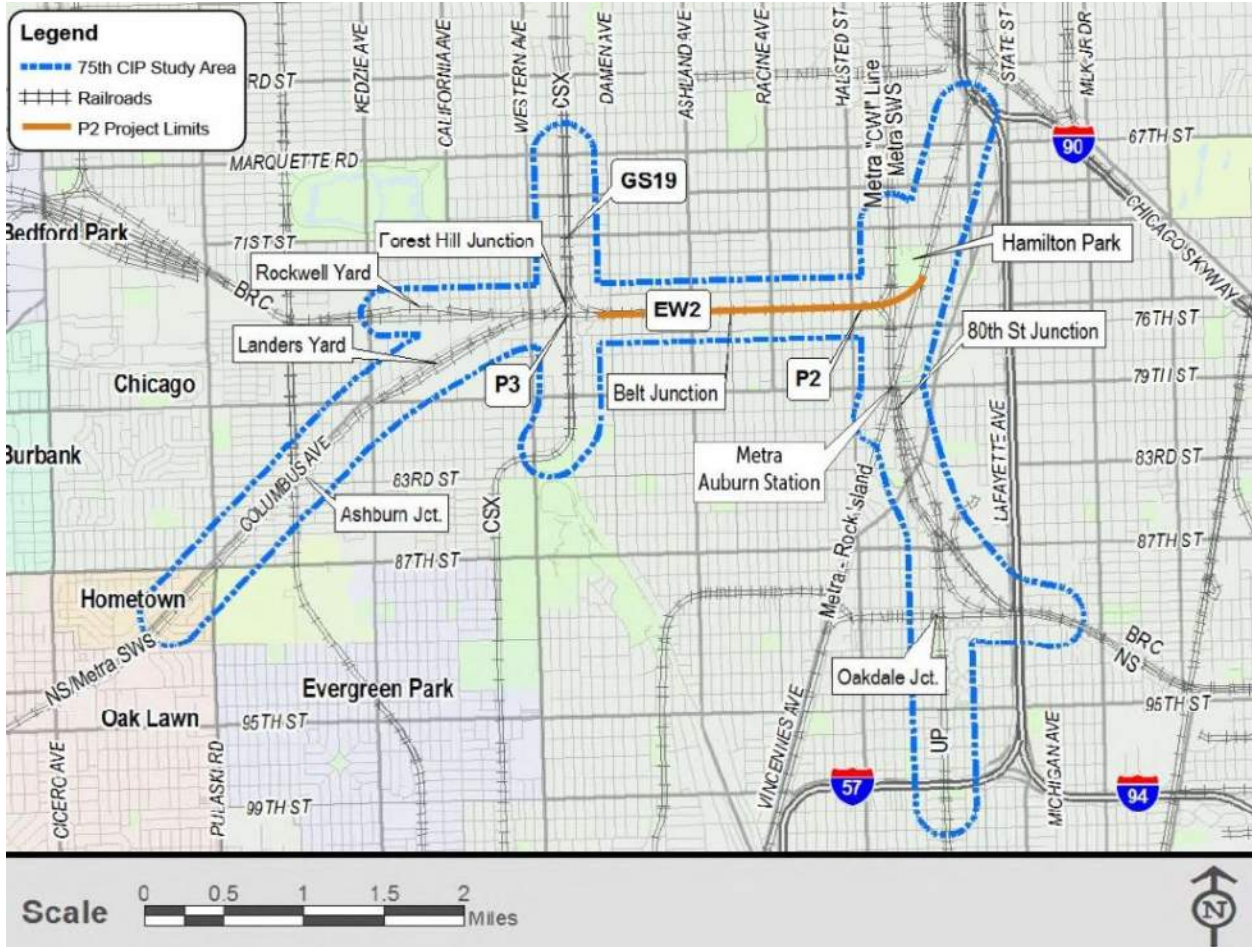
1. Construct a flyover structure
2. Construct retaining and noise walls
3. Construct track improvements
4. Construct new railroad switches, signals, and bungalows
5. Implement various street improvements including at six viaduct locations

4.2 Project Location

The Project is located along the 75th St corridor, between Damen Ave and Union St, where it curves northeast to meet the Metra RID line near W 75th St and W. Parnell Ave in the City of Chicago, Cook County, Illinois. Coordinates for the Project’s western limits are 41.757919 and -87.648866 degrees (SWS MP 8.5); northeastern limits are 41.763630 and -87.634453 degrees (RID MP 7.9); and

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southeastern limits are 41.754914 and -87.637778 degrees (RID MP 8.5). P2 will enhance Amtrak *Cardinal* service and NS freight movements along the Metra CWI line by rerouting Metra SWS operations to RID and reduce freight and passenger conflicts at the Belt Junction.



4.3 Project Scope

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

The Project will be completed by undertaking the tasks listed below.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

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

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

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

- Participate in a Project kickoff meeting with FRA following award;
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- Hold regularly scheduled Project meetings with FRA;
- Inspect and approve work as it is completed; and
- Participate in other coordination, as needed.

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

Subtask 1.2: Project Management Plan

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

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

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

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

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

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

Subtask 1.3: Project Closeout

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

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Construction

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

Force Account Construction

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

Bid Construction

- Construct flyover structure

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

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2	NA	Construction Notice to Proceed

Additional Task Deliverables:

None.

4.4 Implement Required Environmental Commitments

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

Table 4-A: Environmental Commitments

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

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: June 30, 2034

Period of Performance End Date: June 30, 2034

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5.2 Estimated Project Schedule

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

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Preliminary Engineering Completion	2/4/2015
NEPA Completion	9/19/2014
NEPA Reevaluation Completion	5/31/2027
Final Design Completion	6/30/2027
Construction Begins	7/3/2028
Construction Substantial Completion	1/3/2033

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$383,976,978

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22106 and 22307 of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58, November 15, 2020); 49 U.S.C. § 24911

Appropriation: Consolidated Appropriations Act, 2024, Div. F, Tit. I, Pub. L. 118-42 (March 9, 2024) (2024 Appropriation), the Full-Year Continuing Appropriations and Extensions Act, 2025, Div. A, Tit. XIII, Public Law 119-4 (March 15, 2025) (2025 Appropriation), and Title VIII of Division J of the IIJA, \$1,019,234,137 in Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58 (November 15, 2021), advance appropriations, \$38,362,500 provided in the Full-Year Continuing Appropriations and Extensions Act, 2025, Div A, Tit. XIII, Pub. L. 119-4, and \$564,237,915 in unawarded FY4 FSP-Northeast Corridor funding, \$2,391,353,800.67 in FSP-National Program funds for Fiscal Years 2022-2025 provides in the IIJA advance appropriations.

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6.4 Funding Availability

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

6.5 Approved Project Budget

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

FRA will contribute a maximum of **80** percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

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

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

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Other Federal Funds	Other Non-Federal Funds	Total
1	Project Administration and Management	\$0	\$100,000	NA	\$0	\$100,000
2	Construction	\$383,976,978	\$80,894,245	NA	\$15,000,000	\$479,871,223
	Total	\$383,976,978	\$80,994,245	NA	\$15,000,000	Total Project Cost: \$479,971,223

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Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$383,976,978	80.0%
Agreement Federal Funds	\$383,976,978	80.0%
FRA Grant Program	\$383,976,978	80.0%
Other Federal Funds	NA	NA
Agreement Non-Federal Funds	\$80,994,245	16.9%
State	\$28,994,254	6.0%
Local	\$42,000,000	8.8%
Private Sector	\$10,000,000	2.1%
Other Non-Federal Funds	\$15,000,000	3.1%
Amtrak	\$15,000,000	3.1%

6.6 Pre-Award Costs

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

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

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

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

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Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
<i>Goal 1: Provide reliable and improved travel for individuals and families</i>	Improve on-time performance (OTP)	Trains Operated Annually (SWS)	Number of trains operating per year (SWS)	Pre-Project (Baseline) Performance as of: 2025: 7,623 trains/year	Frequency: Annual
				Expected Post-Project Performance: 2033: 7,623 trains/year	Duration: 2033-2035
		Trains delayed per year (SWS)	Number of trains delayed by 6 or more minutes per year (SWS)	Pre-Project (Baseline) Performance as of: 2025: 610 trains delayed/year	Frequency: Annual
				Expected Post-Project Performance: 2033: 229 trains delayed/year	Duration: 2033-2035
		Passenger On-Time Performance (SWS)	% of trains with trips within 6 minutes of schedule, annually (SWS)	Pre-Project (Baseline) Performance as of: 2025: 92% annual OTP	Frequency: Annual
				Expected Post-Project Performance: 2033: 97% annual OTP	Duration: 2033-2035

The Recipient will prepare a Project Outcomes Report pursuant to Section 8.3 of Attachment 1 of this Agreement.