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Attachment 2

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PROJECT-SPECIFIC  
TERMS AND CONDITIONS

## Project-Specific Terms and Conditions

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## ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

### 1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Riverside (the Recipient).

### 1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year (FY) 2022 Railroad Crossing Elimination Program grant for the Third Street Grade Separation Project (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for Railroad Crossing Elimination Program, 87 Fed. Reg. 40335, July 6, 2022 that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

### 1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, July 18, 2025 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

## ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

## ARTICLE 3: ADMINISTRATIVE INFORMATION

### 3.1 Application

Application Title: Third Street Grade Separation Project

Application Date: October 11, 2022

### **3.2 FRA Awarding Official**

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

### **3.3 Federal Award Date**

The “Federal Award Date” is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

### **3.4 Program Name and Assistance Listings Number**

For the Railroad Crossing Elimination Program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

### **3.5 Recipient’s Unique Entity Identifier**

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

### **3.6 Federal Award Identification Number**

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

## **ARTICLE 4: STATEMENT OF WORK**

### **4.1 General Project Description**

The Third Street Grade Separation Project (Project) in the City of Riverside, California will support construction activities to grade separate the existing crossing with the Burlington Northern Santa Fe Railroad Railway (BNSF) San Bernardino Subdivision mainline. The Project involves building a four-lane underpass while three mainline BNSF tracks will be realigned to improve train speeds. On average, 66 freight trains and 20 Metrolink and Amtrak passenger rail trains pass through this crossing each day, creating safety hazards, congestion, air pollution, and delays for all roadway users along Third Street. The Project will reduce conflicts between trains and roadway users, improve goods movement reliability, and ease traffic congestion.

### **4.2 Project Location**

The City of Riverside is located in the Inland Empire of Southern California. The Project is located along the BNSF San Bernardino Subdivision in Riverside, California at the Third Street at-grade highway-railway crossing. The crossing being eliminated is DOT Crossing Inventory #02648N, located at milepost 9.491 on the railroad line, approximately 120 feet west from the intersection with Commerce Street and 376 feet east of the Vine Street intersection. The Project is located in Congressional District CA-041. The community is crisscrossed by significant freight corridors. These include the State Route (SR) 91, SR- 60,

and Interstate 215 (I-215) freeways and the BNSF San Bernardino Subdivision. Downtown Riverside is located on the west side of SR-91 and the BNSF corridor and is home to employment centers, government services, and housing. Several roadways cross these two heavily traveled corridors to access Downtown. Third Street not only connects to Downtown to the west but also the University of California, Riverside (UCR) to the east. The Riverside Transit Agency (RTA) Route 10 travels along Third Street between these two key destinations.

**Figure 1: Project Location Map**



### 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.

#### Task 1: Project Administration and Management

##### Subtask 1.1: Project Administration

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

- FRA-Funding Agency
- BSNF Railway- Railroad owner and Funding Agency
- California Public Utilities Commission (CPUC)- Funding Agency
- Western Riverside Council of Governments (WRCOG)-Local Funding Agency
- Riverside County Transportation Commission (RCTC)- Local Funding Agency
- California Department of Transportation (CALTRANS)- Funding Agency
- California State Transportation Agency (CALSTA)- Funding Agency

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.

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:**

| <b>Deliverable ID</b> | <b>Subtask</b> | <b>Deliverable Name</b>  |
|-----------------------|----------------|--------------------------|
| 1.1                   | 1.2            | Project Management Plan  |
| 1.2                   | 1.3            | Final Performance Report |

**Task 2: Construction**

The Recipient will complete construction of the Project in accordance with the FRA approved environmental document(s) and Final Design Package, which FRA may request to review and provide comments to, prior to proceeding with construction. As part of construction, the Recipient will construct a grade separation at Third Street and the BNSF at-grade crossing in the City of Riverside, California per the location specified in Section 4.2, Project Location.

The Project includes the removal of existing asphalt concrete pavement, curbs, driveways, sidewalks, storm drainage piping, and structures and relocation of existing sewer, water, electric, communication, and gas mainlines within the Project limits. BNSF contractor is responsible for the removal of the existing tracks and the at-grade crossing. New improvements would include construction of a railroad bridge (grade-separation structure); permanent relocation of three mainline BNSF tracks; new retaining walls, asphalt concrete pavement, concrete curbs, Class I bike lanes, and sidewalks; and site modifications to adjacent properties.

**Task 2 Deliverables:**

| Deliverable ID | Subtask | Deliverable Name     |
|----------------|---------|----------------------|
| 2.1            | 2.2     | Final Design Package |

**Additional Task:**

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                    |
|---|---|----------------------------------|
| FRA Categorical Exclusion (CE) Adoption for Caltrans/FHWA | Avoidance Measures on pg. 5 of the FRA Adopted CE | FRA adopted the CE on 03/28/2024 |

**ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE**

**5.1 Award Dates**

Budget Period End Date: October 31, 2030

Period of Performance End Date: October 31, 2030

**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                  |
|-------------------------------------|--------------------------------|
| Project Management Plan Completion  | 90 days after grant obligation |
| Final Design Completion             | June 30, 2026                  |
| Construction Substantial Completion | June 30, 2030                  |

|                          |   |
|--------------------------|---|
| Final Performance Report | No later than 120 days after period of performance end date |
|--------------------------|---|

## ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

### 6.1 Award Amount

Agreement Federal Funds: \$15,000,000

### 6.2 Federal Obligation Information

Federal Obligation Type: Single

### 6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. 22909

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

### 6.4 Funding Availability

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

### 6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$63,111,319.

FRA will contribute a maximum of 23.8% 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 \$48,111,319 for a total for a total Non-Federal match of 76.2%. Recipient's Agreement Non-Federal Funds are comprised of 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 | Total                                   |
|--------------|---------------------------------------|-------------------------|-----------------------------|---|
| 1            | Project Administration and Management | \$0                     | \$100,000                   | \$100,000                               |
| 2            | Construction                          | \$15,000,000            | \$48,011,319                | \$63,011,319                            |
| <b>Total</b> |                                       | <b>\$15,000,000</b>     | <b>\$48,111,319</b>         | <b>Total Project Cost: \$63,111,319</b> |

**Table 6-B: Approved Project Budget by Source**

| Funding Source   | Total Amount | Percentage of Total Project Cost |
|--|--------------|----------------------------------|
| <b>Agreement Federal Funds (FRA)</b>                       | \$15,000,000 | 23.8%                            |
| Railroad Crossing Elimination Program                      | \$15,000,000 | 23.8%                            |
| <b>Agreement Non-Federal Funds</b>                         | \$48,111,319 | 76.2%                            |
| CALSTA (TIRCP- Transit and Intercity Rail Capital Program) | \$22,000,000 | 34.9%                            |
| Section 190 Grade Separation Program                       | \$5,000,000  | 7.9%                             |
| BNSF Railway   | \$3,750,000  | 5.9%                             |
| Measure A Regional Arterial (MARA)                         | \$11,611,319 | 18.4%                            |
| Local Funds  | \$5,750,000  | 9.1%                             |

**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.

**Table 7-A: Performance Measurement Table**

| Goal | Objective | Performance Measure | Description of Measure | Measurement | Reporting |
|------|-----------|---------------------|------------------------|-------------|-----------|
|      |           |                     |                        |             |           |

|                        |                                |                       |   |  |   |
|------------------------|--------------------------------|-----------------------|---|--|---|
| <b>Improve Safety</b>  | <b>Reducing collisions</b>     | <b>Collisions</b>     | Reduction of train vs. highway user crashes                             | <b>Pre-Project (Baseline) Performance as of September 2022:</b><br>5 collisions over the past 10 years between trains and vehicles or pedestrians, including three fatalities. | <b>Frequency:</b><br>Annual   |
|                        |                                |                       |   | <b>Expected Post-Project Performance:</b> 0 collisions between trains and highway users.   | <b>Duration:</b><br>For three years after the project's project performance period end date |
| <b>Improve Service</b> | <b>Reducing Vehicle Delays</b> | <b>Vehicle Delays</b> | Vehicle delays per day at the rail crossing when the gate arms are down | <b>Pre-Project (Baseline) Performance:</b><br>225 minutes  | <b>Frequency:</b><br>Annual   |
|                        |                                |                       |   | <b>Expected Post-Project Performance:</b><br>0 minutes   | <b>Duration:</b><br>For three years after the project's performance period end date         |

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

## ARTICLE 8: ENVIRONMENTAL COMPLIANCE

Categorical exclusion (CE) means a category of actions identified that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 42 U.S.C. §4336e(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review. FRA signed a Categorical Exclusion (CE) Adoption for this Project on March 28, 2024; building on and adopting the previous analysis detailed in a Caltrans/FHWA CE dated February 1, 2022.

The Recipient is responsible for complying with environmental commitments, such as mitigation measures and/or design features, described in the FRA CE Adoption and FHWA CE documentation, as identified in Section 4.4 of this Attachment 2.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

## ARTICLE 9: LABOR AND WORK

### 9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

|   |   |
|---|---|
|   | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union.   |
|   | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences.  |
|   | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. |
|   | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies.   |
|   | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards.  |
| X | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)           |
|   | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.  |

### 9.2 Supporting Narrative

The Recipient will consider the deployment of a local hiring ordinance for construction activities. Construction for the Project will be provided by private sector general contractors. This will support the creation of good-paying construction industry jobs in the region and the incorporation of workforce development resources.

###