

STATEMENT OF WORK

**Utah Transit Authority
Sharp-Tintic Railroad Connection Project
Consolidated Rail Infrastructure and Safety Improvements Program (FY 2021)**

I. AUTHORITY

Authorization	Section 11301 of the Fixing America's Surface Transportation (FAST) Act, Public Law 114-94 (2015); 49 U.S.C. 22907
Funding Authority/Appropriation	2021 Appropriation and the 2019 Appropriation, is authorized pursuant to 49 U.S.C. 103(i) and 49 U.S.C. 20151(b) CRISI safety program under 49 U.S.C. 22907(c)(10)
Notice of Funding Opportunity	Consolidated Rail Infrastructure and Safety Improvements for Fiscal Year 2021, Federal Register Vol. 86, No. 166 on August 31, 2021

The Grantee understand it must comply with Federal Railroad Administration (FRA) Standard Terms and Conditions and Federal-State Partnership Terms and Conditions (typically Attachment 1A of FRA agreement).

II. BACKGROUND

The [Utah Transit Authority](#) (UTA) (as grant applicant) and [Utah Department of Transportation](#) (UDOT), in partnership with [Union Pacific Railroad](#) (UPRR), the [Mountainland Association of Governments](#) (MAG), and cities of Springville and Spanish Fork, Utah, are submitting this application for a Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant for the Sharp-Tintic Railroad Connection (Project).

CRISI grant funding is being sought to refine design and construct 1.4 miles of new railroad tracks connecting the Sharp and Tintic Railroad corridors within the cities of Springville and Spanish Fork, while closing and future re-purposing of six active and one blocked (total 7) at-grade rail crossings.

III. OBJECTIVES

Completion of this Project will:

- Improve safety by closing grade-crossings that lack crossing gates, arms, lights, and other modern safety infrastructure;
- Re-route Union Pacific freight trains from the Tintic Railroad Line to the Sharp Railroad Line, bypassing and retiring the current route through Springville residential areas, resulting in:

STATEMENT OF WORK

- The City of Springville’s ability to reclaim access to the land currently used for Tintic Railroad crossings.
- The elimination of the rail barrier obstructing access to two existing and one future public school(s).
- Enable a future project for a grade-separated crossing to be constructed over the Sharp Railroad Line eliminating the at-grade crossing at the same location. The proximity of the existing Springville 1600 South Tintic railroad crossing to Sharp crossing makes it impractical to build a second grade-separated crossing over the Tintic line.
- Provide a route for future expansion of the UTA FrontRunner commuter rail service to southern Utah County. Through future southward expansion of FrontRunner, the Project will create the potential to introduce new mobility options in the County and decrease the amount of single occupancy vehicles on the surrounding road network.

IV. PROJECT LOCATION

The Project is located in Springville and Spanish Fork, in the growing urbanized area of Provo-Orem, Utah County, in the State of Utah, US Congressional District 3. The Project will close the Tintic line from Canyon Creek Parkway in Spanish Fork to 700 South in Springville (mileposts 0.429 to 2.035; 40.140239, -111.637602 to 40.157267,-111.617965). The Project will construct a new rail line to connect the Tintic line from Williams Lane to the Sharp line near 1600 South. The Sharp rail line will start at 40.136018, -111.642931 and cross to meet the other rail at about 40.146217, -111.638543 and end at 40.159014, -11.637514.

V. DESCRIPTION OF WORK

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Grantee (UTA) acknowledges that work on subsequent tasks will not begin until the detailed project work plan, budget, and schedule have been completed and submitted to the Federal Railroad Administration (FRA), and the Grantee has received approval in writing from FRA. FRA will not reimburse the Grantee for costs incurred in contravention of this requirement. The Project budget is illustrated below in **Table V-1**.

Table V-1. Budget

Task #	Description	Total Cost	Percentage of Total Cost
1A	Design	\$825,000	5.3
2	Environmental Permitting	\$200,000	1.3
3	Right-of-Way	\$1,936,000	12.4
4	Construction Management including Track, Roads, and Infrastructure, as well as Agency Costs/UPRR Fees	\$9,551,000	61.1
TBD	Contingency	\$3,128,000	20.0
Total Project Cost		\$15,640,000	100.0%

STATEMENT OF WORK

Task 1 Deliverables

- Detailed project work plan, budget, and schedule
- Project agreements between UPRR, Springville City, Spanish Fork City, and UTA

Task 1A: Design

The Grantee will prepare the design for the Project. The Plan Set will be consistent with the Approved Project Budget but will provide contractors the level of detail to construct the Project. A preferred alignment has been identified and preliminary designs are in development. Upon request, and prior to Final Design Plan Set, the Grantee will make available the draft Plan Sets to FRA.

Task 1A Deliverables

- 30% Design – Plan Set
- 60% Design – Plan Set
- 90% Design – Plan Set
- Final Design for Construction – 100% Plan Set/Signed & Sealed

Task 2: Environmental Permitting

The Grantee will prepare federally required environmental documentation. The Grantee will complete FRA-approved environmental clearance documentation for the Project. The determination of the appropriate class of action and/or level of documentation and the Project's environmental impact will be made by FRA. If the Grantee and FRA conclude that the Project qualifies for a Categorical Exclusion (CE) in accordance with FRA's Procedures for the Consideration of Environmental Impacts (effective May 26, 1999) (Environmental Procedures), the Grantee shall complete the FRA CE worksheet including providing the current project description, appropriate project maps, and any other relevant background information and submit it to assist FRA in making a class of action and/or level of documentation determination. If FRA does not concur that a CE is appropriate for this Project, the Grantee will undertake an Environmental Assessment (EA) in accordance with FRA's Environmental Procedures.

The Grantee will conduct Project scoping to determine the key issues, needed studies in accordance with FRA's Environmental Procedures and potential effects of the action and if determined appropriate in consultation with FRA, develop a public involvement plan that identifies key contacts within agencies, the news media, public officials, the general public, civic and business groups, relevant interest groups, present and potential riders/users, and private service providers/shippers. This plan will also identify how public involvement activities will be linked to key milestones in the planning/engineering and environmental process.

In addition, the Grantee is responsible for identifying all necessary permits required for the Construction Project's implementation.

Task 2 Deliverables

- Environmental Review Schedule
- Draft NEPA Document

STATEMENT OF WORK

- Final NEPA Document
- Environmental Permits, if applicable

Task 3: ROW Acquisition

The Grantee will purchase the rights of way (ROW), in accordance with Federal requirements. The Grantee will work advancing agreements with ROW owners, Right-of-way (ROW) acquisition necessary for the Project. The Grantee will purchase the ROW for the new connection and UTA will maintain ownership of the closed portion of the Tintic Line. The real estate acquisition and management process will identify real estate policies and procedures, real estate team structure, document control procedures, and property management plan (e.g., acquisition process, appraisals, negotiations/offers, closing process, etc.). The real estate acquisition and management process would also include any temporary construction easements required for construction activities to gain access to the construction site, that should recognize the binding contracts between the Grantee and property owners and between the Grantee and construction contractors.

Task 3 Deliverables

- Parcels acquired for the Project

Task 4: Construction Management including Track, Roads, and Infrastructure, as well as Agency Costs/UPRR Fees

The Grantee will procure the Project for selection of a Contractor for construction of the Project based on the final design engineering package for the Project. The Grantee will follow all requirements set forth in this Agreement as part of the procurement process. The Grantee will manage and oversee the Contractor and construction services of the project. A new track will be constructed, connecting the Sharp and Tintic lines, and the at-grade crossings on the closed portion of the Tintic line will be removed.

The Grantee will submit the Final Performance Report. This report must be submitted within 90 days of the end of the grant's period of performance and would describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones.

Task 4 Deliverables

- Contractor Procurement and Award of contract meeting requirements of the Agreement
- Construction of Project to Substantial Completion and close-out
- Final Performance Report

Task 5: Performance Reporting (Ongoing activity)

The Grantee, to comply with all standard FRA reporting requirements, including quarterly progress reports, quarterly Federal financial reports, and interim and final performance reports, as well as all applicable auditing, monitoring and close out requirements. The Grantee will collect information and report on the project's performance using measures mutually agreed upon by FRA and the grantee to assess progress in achieving strategic goals and objectives.

STATEMENT OF WORK

Task 5 Deliverables

- Ongoing Performance Reporting according agreement with FRA

VI. PROJECT SCHEDULE AND DELIVERABLES

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA’s satisfaction to be authorized for funding reimbursement and for the Project to be considered complete. Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 4(b).

Table VI-1. Deliverables and Approved Project Schedule

Task #	Task	Deliverable Name	Due Date
1	Detailed Project Work Plan, Budget, and Schedule	<ul style="list-style-type: none"> • Detailed project work plan, budget, and schedule • Project agreements between UPRR, Springville City, Spanish Fork City, and UTA 	September 2022 (Q3)
1A	Design	<ul style="list-style-type: none"> • Final Design for Construction – 100% Plan Set/Signed & Sealed 	December 2022 (Q4)
2	Environmental Permitting	<ul style="list-style-type: none"> • Final NEPA Document • Environmental Permits, if applicable 	July 2022 (Q3)
3	Right-of-Way	<ul style="list-style-type: none"> • Parcels acquired for construction of Project 	June 2023 (Q2)
4	Construction Management including Track, Roads, and Infrastructure, as well as Agency Costs/UPRR Fees	<ul style="list-style-type: none"> • Contractor Procurement and Award of contract meeting requirements of the Agreement • Construction of Project to Substantial Completion and close-out • Final Performance Report 	June 2024 (Q2)
5	Performance Reporting (Ongoing activity)	<ul style="list-style-type: none"> • Ongoing Performance Reporting according agreement with FRA 	September 2024 & Ongoing

VII. PROJECT ESTIMATE AND BUDGET

UTA and UDOT, in cooperation with UPRR, MAG, and the cities of Spanish Fork and Springville, are seeking \$5.12 million in CRISI funding for Track 3 activities associated with the Sharp-Tintic Railroad Connection Project, or approximately one-third of total Project costs. The Project budget of \$15.64 million – which does NOT include \$343,656 of previous expenditures - is presented on the following page.

All non-CRISI funding is committed. UTA currently has a Preliminary Engineering agreement with UPRR for the Project and engineering drawings are currently in the UPRR review process.

STATEMENT OF WORK

Table VII-1: Project Funding and Grant Request

Activity	Cost	% of Project Cost
Design	\$825,000	5.3
Environmental Permitting	\$200,000	1.3
Track, Roads, and Infrastructure	\$8,351,000	53.4
Right-of-Way	\$1,936,000	12.4
Construction Management	\$700,000	4.5
Agency Costs/UPRR Fees	\$500,000	3.2
Contingency	\$3,128,000	20.0
Total Project Cost	\$15,640,000	100.0
Funding Source	Amount	% of Project Cost
HB 433	\$4,000,000	25.6
UTA Sales Tax Revenue	\$300,000	1.9
Spanish Fork Local Government	\$235,970	1.5
Springville Local Government		
UDOT State Construction Region 3 Contingency	\$190,000	1.3
MAG State Fund Exchange	\$200,000	1.3
Total State and Local Funding	\$4,925,970	31.6
Rail/Highway Hazard Elimination	\$720,000	4.6
Congestion Mitigation and Air Quality Improvement	\$4,874,344	31.2
2021 CRISI Request	\$5,119,686	32.7
Total Federal Contribution	\$10,714,030	68.4

STATEMENT OF WORK

VIII. PERFORMANCE MONITORING

Upon Project completion, Grantee 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 1 below. Grantee need not include any analysis in addition to the described data; however, Grantee is welcome to provide information explaining the reported data. Grantee will submit the performance measures report to the Regional Manager in accordance with Table VIII-1 below.

Table VIII-1: Proposed Performance Measures

Measure	Unit Measure	Temporal	Primary Strategic Goal	Secondary Strategic Goal	Description
Rail Track Grade Separation	Count	Annual	Economic Competitiveness	Safety	The number of annual automobile crossings that are eliminated at an at-grade-crossing as a result of a new grade separation.
Travel times	Time/Trip	Annual	Economic Competitiveness	Quality of Life	Point-to-point travel times between predetermined station stops in the project area. This measure demonstrates how track improvements and other upgrades improve operations on a rail line. It also helps ensure that the railroad is maintaining the line after project completion.

IX. PROJECT COORDINATION

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

- UTA
- UDOT
- Springville City
- Spanish Fork City
- UPRR
- FRA
- Mountainland Association of Governments

STATEMENT OF WORK

X. PROJECT MANAGEMENT

The Grantee and project partners will be responsible for facilitating the coordination of all activities necessary to implement the Project. Upon award of the grant, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the period of performance. The Grantee will:

- Participate in a project kickoff meeting with FRA.
- Complete necessary steps to hire a qualified Grantee and/or contractor to perform the required project work.
- Hold regularly scheduled project meetings with FRA.
- Inspect and approve work as it is completed.
- Review and approve invoices as appropriate for completed work.
- Perform a project close-out audit to ensure contractual compliance and issue a close-out report.
- Submit to FRA all required project deliverables and documentation, including periodic receipts and invoices, on time and according to schedule.
- Comply with all FRA project reporting requirements, including but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for change in Project's scope, schedule, and/or budget
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
 - e. Updated project schedule
- Read and understand the Terms and Conditions of this Agreement (Attachment 1)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement