

## STATEMENT OF WORK

ARTICLES 4 THROUGH 7 – NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

### Brunner Road BNSF Grade Separation Project Lakes Highway District

Consolidated Rail Infrastructure and Safety Improvements Grant Application May 2024

## Table of Contents

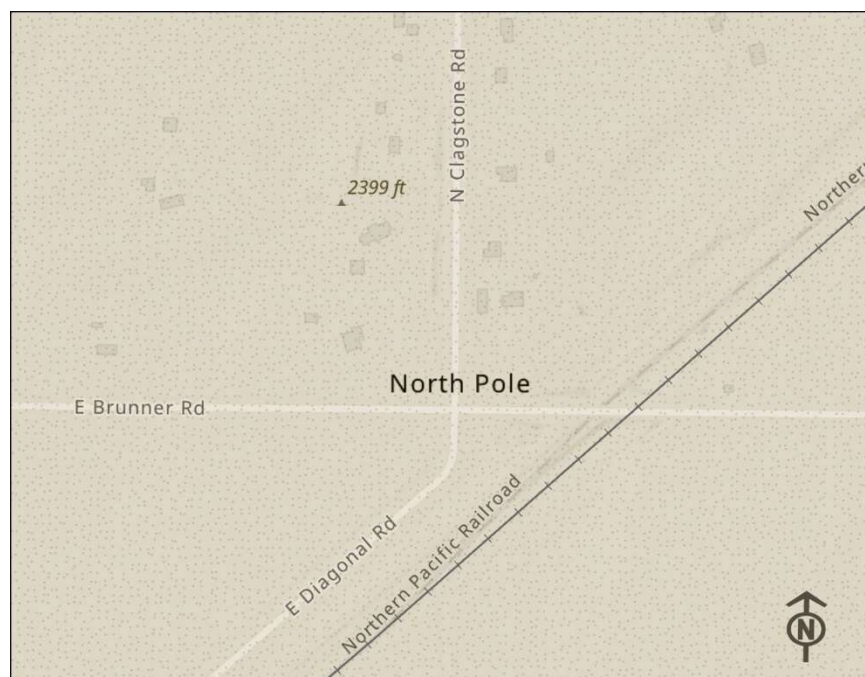
4.1 General Project Description.....	1
4.1a Objective.....	2
4.1b Benefits.....	2
4.2 Project Location.....	3
4.3 Project Scope .....	5
Task 1: Project Administration and Management.....	5
Subtask 1.1: Project Administration.....	5
Subtask 1.2: Project Management Plan .....	5
Subtask 1.3: Project Closeout.....	6
Task 2: Final Design .....	6
Subtask 2.1: Coordination and Meetings.....	6
Subtask 2.2: Quality Control/Quality Assurance Review .....	7
Subtask 2.3: Utilities and Data Collection.....	7
Subtask 2.4: Geotechnical Engineering.....	7
Subtask 2.5: Public Involvement .....	7
Subtask 2.6: NEPA Compliance.....	7
Subtask 2.7: Topographic Survey and Basemapping .....	8
Subtask 2.8: Preliminary Bridge Plans – BNSF Coordination and Submittal.....	8
Subtask 2.9: Final Design Package.....	9
Subtask 2.10: Right of Way Plans and Preparation.....	9
Task 3: Construction Project Implementation Schedule .....	10

Task 4: Construction Project Management Documentation .....	11
4.4 Implement Required Environmental Commitments .....	11
5.1 Award Dates.....	11
5.2 Estimated Project Schedule.....	11
6.1 Award Amount.....	12
6.2 Federal Obligation Information .....	12
6.3 Federal Authorization and Funding Source .....	12
6.4 Funding Availability .....	12
6.5 Approved Project Budget.....	12
6.6 Pre-Award Costs .....	14
6.7 Phased Funding Agreement .....	14
7.1 Performance Measurement Information .....	15

#### **4.1 General Project Description**

The Brunner Road BNSF Grade Separation Project (Project) is located at the intersection of Lakes Highway District's Brunner Road and the BNSF Railway railroad corridor, which currently hosts 48 freight trips per day and 2 Amtrack passenger trips per day, totaling 50 daily train trips. It is projected that the number of freight trains on this corridor will increase to 105 trains per day by 2040. See Attachment 11 Section G; Idaho Statewide Rail Plan page 3-28 for details.

The Brunner Road BNSF Grade Separation Project will realign Brunner Road to the south in order to minimize the bridge length over the railroad (reducing project costs) and to allow for offline construction of the bridge (keeping traffic operating at the existing crossing). This alignment shift will cause the existing intersection of Brunner Road with Diagonal and Clagstone Roads to shift to the south as well. The proposed intersection of the two roadways would be a roundabout, which maximizes the predominant movements of right turns onto eastbound Brunner Road and left turns onto southbound Diagonal Road and increases safety of the intersection. The Project will complete final and PS&E design and construction for the Brunner Road bridge over the railroad and the intersection of Brunner/Diagonal/Clagstone Roads. Figure 1 is a simple overview map.

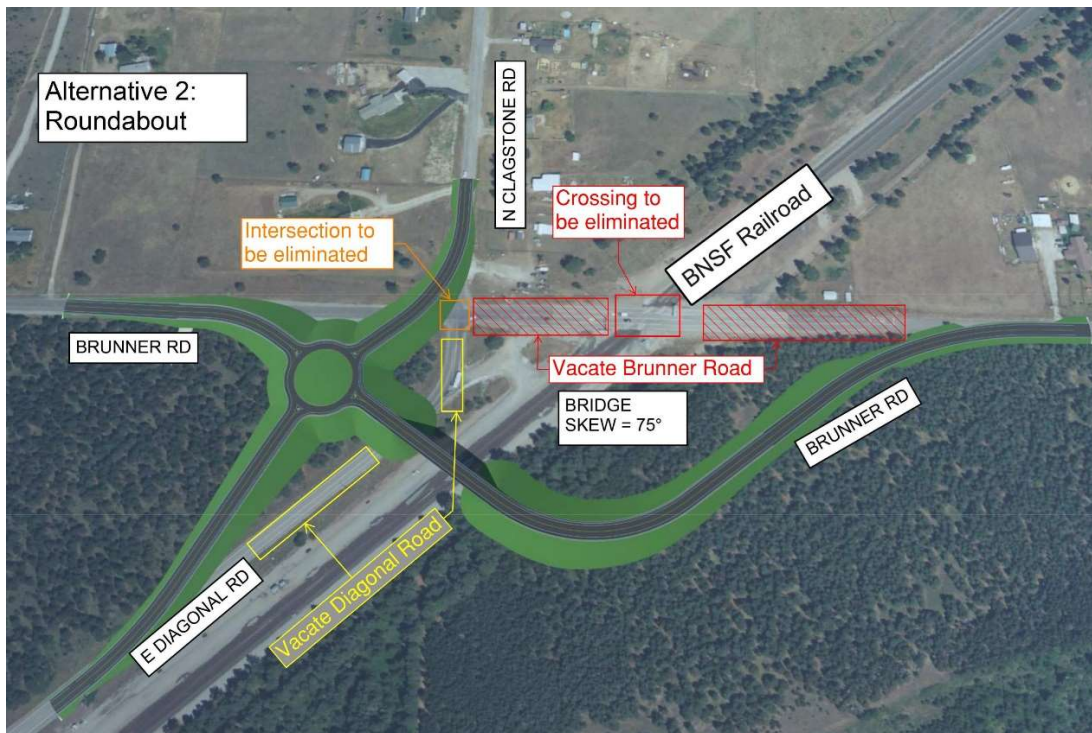


*Figure 1: Area Overview*

#### 4.1a Objective

The objective of the Grant is for the Recipient to complete Final Design and Construction of the railroad bridge over the BNSF railroad. As part of the final design and construction a NEPA environmental re-evaluation will be completed. When completed, the Project will provide the following:

- An overpass of Brunner Road at the BNSF railroad crossing.
  - The proposed bridge improvements will be designed to accommodate future operations of the BNSF Railway Company (a third track).
- Intersection control improvements at the intersection of Brunner Road and Diagonal and Clagstone Roads.
- Realignment of Brunner Road to cross the tracks at a 75-degree angle allowing for reducing the overall span length while also minimizing property acquisition.
- Realignment of Diagonal Road.



*Figure 2: Project Concept Drawing*

#### 4.1b Benefits

Completion of the Brunner Road BNSF Grade Separation Project will result in many benefits to the corridor, region, and :

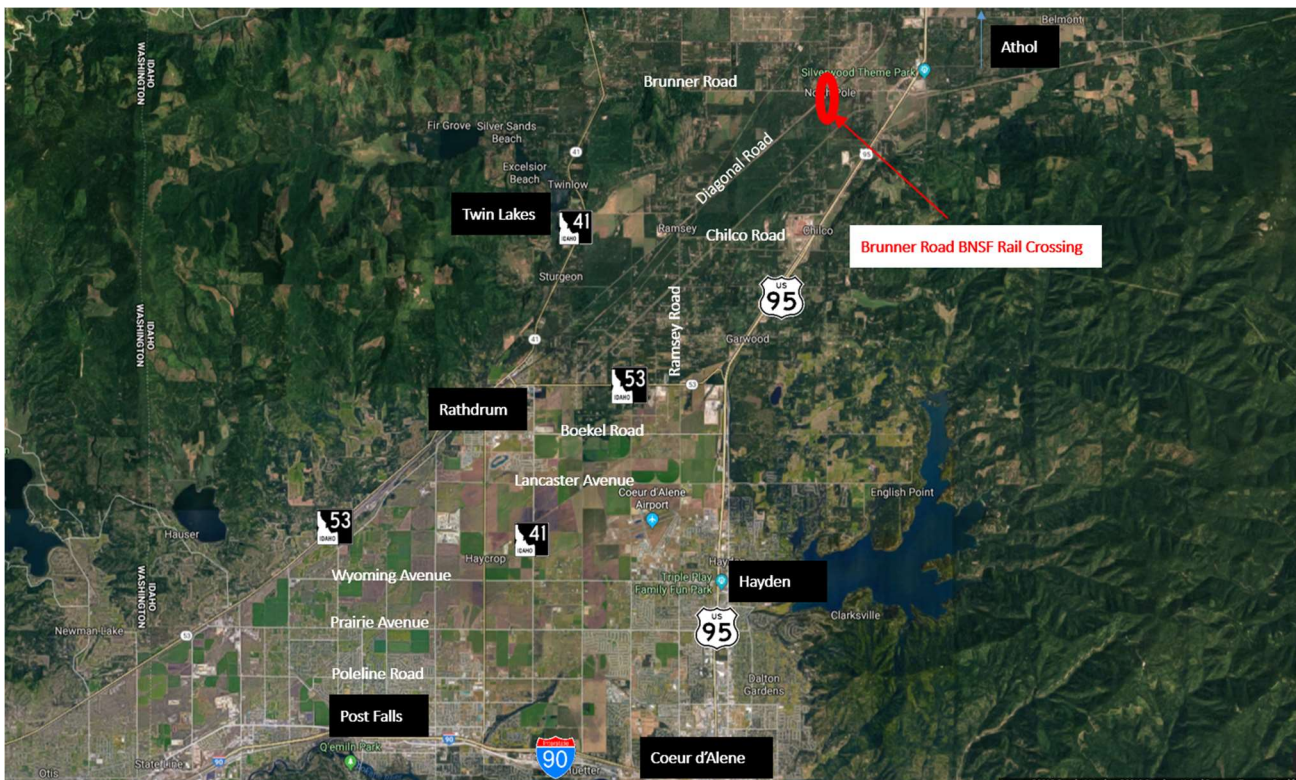
- Improved safety of freight and passenger trains
- Improved safety of freight trucks, school buses, emergency vehicles and commuter vehicle traffic



- Improved noise quality for local residents as train horns will no longer be necessary
- Travel efficiency for vehicle traffic due to no longer needing to wait for trains to cross Brunner Road
- Improved air quality as there will be no idling while waiting for trains to cross Brunner Road

### 4.2 Project Location

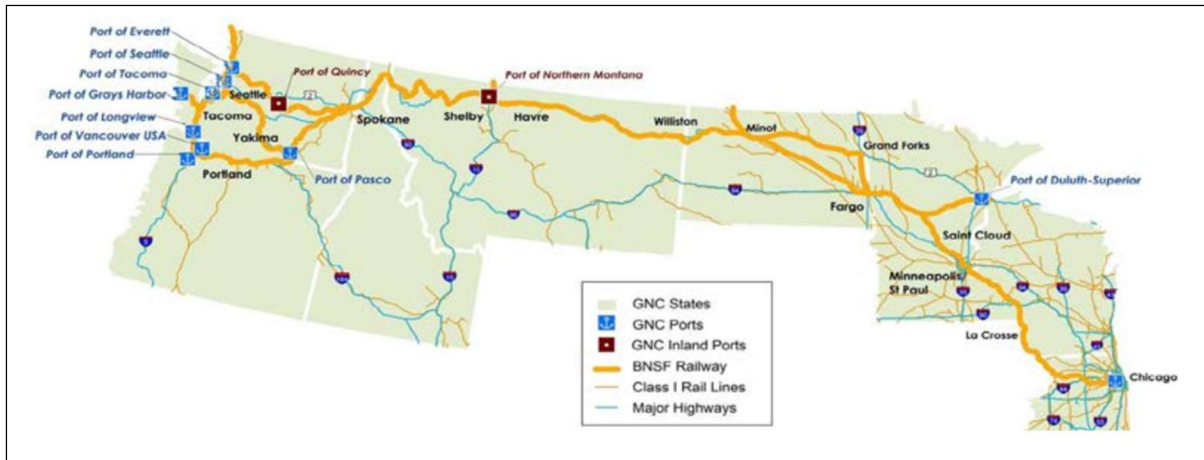
The Project is located in rural Kootenai County, Idaho in the north central portion of the state, approximately 15 miles east of the Washington State border and 75 miles south of the Canadian border. The Project is in Idaho Congressional District 1. The geographic location is at 47.90410 degrees latitude, -116.74041 degrees longitude. The U.S. DOT Inventory Crossing number is 058860J and on the BNSF railway branch SANDP J-Lakes J at rail mile 34.72. A detailed project vicinity map is shown in Figure 3.



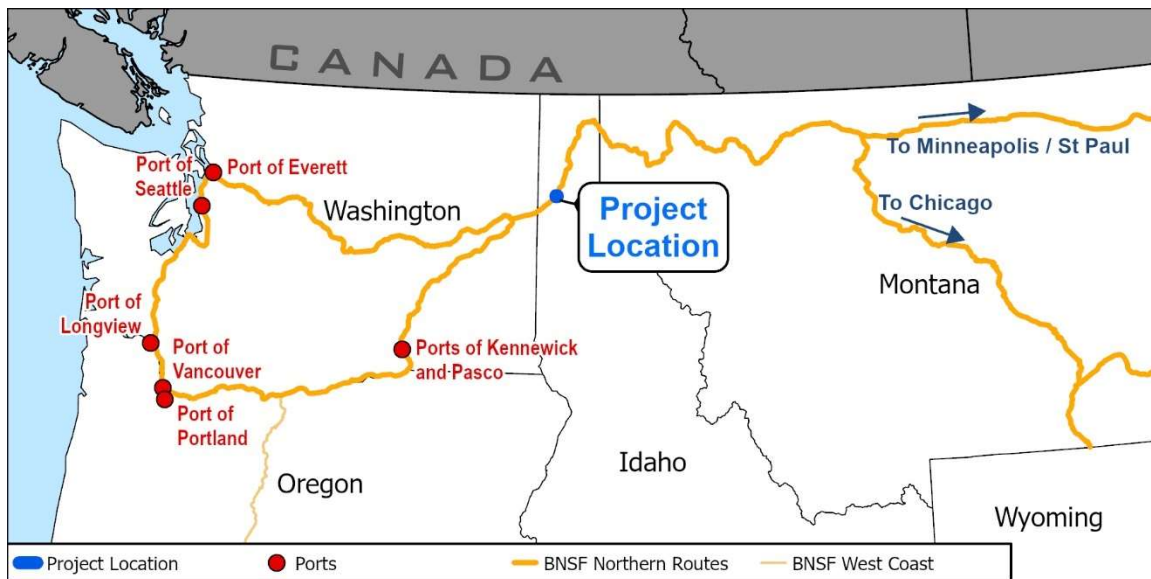
*Figure 3: Detailed Project Vicinity*

The Project provides for improvements to the existing intersection of Brunner Road and Diagonal/Clagstone Roads. Brunner Road is a principal east-west route for the local area providing connectivity for school bus routes and emergency services vehicles. Brunner Road is also a secondary connection between US-95 and SH-41 while Diagonal Road is a parallel and alternate route for US-95. Vehicles using Diagonal Road must currently cross the railroad in order to access US-95. The intersection of Brunner Road and US-95 is approximately 1.5 miles east of the Brunner Road and BNSF

railroad crossing. The BNSF Railway carries freight between western ports on the Puget Sound and Midwest intermodal facilities and also hosts Amtrak's Empire Builder passenger rail service. Figure 4 shows the BNSF northern interstate freight route from the coast to the mid-west while Figure 5 shows the Project location in relation to this northern freight route.



*Figure 4: BNSF Interstate Freight Routes*



*Figure 5: BNSF Interstate Freight Routes, Inland Northwest and Project Location*

### **4.3 Project Scope**

This CRISI funding request will fund the Final Design and Construction stages of the Brunner Road BNSF Grade Separation Project. The Project has already been through preliminary design and has received a categorical exclusion determination. Partial right of way purchase has been completed. The following description of tasks includes final design, additional right of way purchase, an environmental re-evaluation, and construction.

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 coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Local Highway Technical Assistance Council (LHTAC) (grant administrator)
- BNSF Railway Company (affected railroad owner and operator, funding partner)
- Amtrak (affected operator)
- Montana Rail Link (MRL) (affected operator)
- FRA

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

#### **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>
<b>1.1</b>	1.2	Project Management Plan
<b>1.2</b>	1.3	Final Performance Report

### **Task 2: Final Design**

#### **Subtask 2.1: Coordination and Meetings**

The project will require frequent communication to facilitate design decisions. As the Recipient, the Highway District and its Consultants will meet regularly to discuss the ongoing project topics, including conflicts that require resolution. The project's design team will hold meetings as necessary to communicate project needs relating to the various design elements.

#### **Subtask 2.1 Deliverables:**

- Meeting Agendas and Meeting Minutes



### **Subtask 2.2: Quality Control/Quality Assurance Review**

Quality Control reviews will occur regularly between the Recipient and its Consultants prior to the submittal of major deliverables.

Subtask 2.2 Deliverables:

- QC/QA is part of the deliverables of other subtasks, not specifically in this subtask

### **Subtask 2.3: Utilities and Data Collection**

Data will be obtained for all existing utilities in the area impacted by the Construction Project

Subtask 2.3 Deliverables:

- Meeting minutes
- Copies of information obtained
- Copies of field records

### **Subtask 2.4: Geotechnical Engineering**

Prepare a geotechnical report to document geotechnical explorations, testing, and recommendations required for the project. Geotechnical reports may include, but not be limited to, geotechnical design recommendations for the design and construction of Brunner Road overpass, bridge foundations, pavement design and stormwater management facilities.

Subtask 2.4 Deliverables:

- Geotechnical Report

### **Subtask 2.5: Public Involvement**

Public involvement will be initiated and coordinated by the Recipient and its Consultant. The Highway District will generate public outreach documents to share information and receive feedback from residents and stakeholders. Meetings with impacted property owners will also occur throughout the Project.

Subtask 2.5 Deliverables:

- Public outreach documents (i.e. advertisements, media releases, mailers, flyers, public meeting/open house handouts and presentation materials)
- Meeting minutes

### **Subtask 2.6: NEPA Compliance**

FHWA, Washington Department of Transportation (WSDOT), and Idaho Transportation Department (ITD) approved a NEPA Categorical Exclusion (CE) for the entire suite of the Bridging the Valley projects in 2006, which included the Brunner Road BNSF Grade Separation Project. Environmental

tasks included in this scope are focused on maintaining NEPA-compliance and developing a standalone NEPA document for the Brunner Road BNSF Grade Separation Project.

The Recipient has completed FHWA-approved environmental clearance documentation for the Construction Project. NEPA re-evaluation documentation will be provided to the FRA. The determination of the appropriate class of action and/or level of documentation and the Construction Project's environmental impact will be made by FRA. It is anticipated that the environmental impact will remain a Categorical Exclusion (CE).

If FRA does not concur that a CE is appropriate for this Construction Project, the Recipient will undertake an Environmental Assessment (EA) in accordance with FRA's Environmental Procedures. In addition, the Recipient is responsible for identifying all necessary permits required for the Construction Project's implementation.

Subtask 2.6 Deliverables (Subject to change, as coordinated with FRA):

- Section 106 Report
- Traffic Noise Analysis Report
- Land Use Assessment documentation
- Environmental Justice documentation
- Hazardous Materials Memorandum
- Categorical Exclusion documentation
- SEPA Checklist

### **Subtask 2.7: Topographic Survey and Basemapping**

The Recipient and its Consultant will prepare a survey basemap in coordination with ITD standards that may include topographic data, boundary and right-of-way data, utility infrastructure data, and coordinated railway elements as needed.

Subtask 2.7 Deliverables:

- Notification letters to impacted property owners regarding upcoming survey work
- Control diagram and project control report per ITD standards
- Electronic survey drawing of the completed project base map
- Retracement Record of Survey, if applicable

### **Subtask 2.8: Preliminary Bridge Plans – BNSF Coordination and Submittal**

The Recipient and its Consultant will prepare submittals for BNSF Railway review in accordance with BNSF Railway Guidelines for Railroad Grade Separation Projects and the AREMA Manual for Railway Engineering

Subtask 2.8 Deliverables:

- BNSF Railway Design Packages
  - BNSF Design Phase A Package
    - In accordance with the ‘Guidelines for Railroad Grade Separation Projects’
  - BNSF Design Phase B Package
    - Applicant response, Design Plans, Project Specifications, Drainage Report & Plan, Construction Phasing Plans
  - BNSF Design Phase C Package
    - Applicant response, Design Plans, Project Specifications, Drainage Report & Plan, Construction Phasing Plans
- Draft Railroad Agreement

### Subtask 2.9: Final Design Package

The Recipient and its Consultant will prepare submittals for LHTAC review. The design elements may include survey, plan & profile, intersection, bridge, signing and pavement marking, paving, stormwater, erosion control, traffic control, details, and illumination plans.

Subtask 2.9 Deliverables:

- Final Design Submittal Package may include:
  - Plans Set for Construction Project
  - Specifications
  - Drainage Report
  - Engineers Estimate

### Subtask 2.10: Right of Way Plans and Preparation

Upon approval of Final Design Plans, the Recipient and its Consultant will prepare Right-of-Way documents. Title reports for the property owners impacted by the project will be reviewed to develop a Total Ownership Map, Right-of-Way/Limited Access Plans in accordance with ITD standards. Revisions to property boundaries will be captured with a Record of Survey.

Subtask 2.10 Deliverables:

- Total Ownership Map
- Right-of-Way and Limited Access Plans
- Record of Survey

### Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	Coordination and Meetings	Meeting Agendas and Meeting Minutes
2.2	Quality Control/Quality Assurance Review	N/A
2.3	Utilities and Data Collection	Meeting minutes

Deliverable ID	Subtask	Deliverable Name
		Copies of information obtained
		Copies of field records
2.4	Geotechnical Engineering	Geotechnical Report
2.5	Public Involvement	Public outreach documents
		Meeting minutes
2.6	NEPA Compliance	Section 106 Report
		Traffic Noise Analysis Report
		Land Use Assessment documentation
		Environmental Justice documentation
		Hazardous Materials Memorandum
		Categorical Exclusion documentation
		SEPA Checklist
2.7	Topographic Survey and Basemapping	Notification letters to impacted property owners regarding upcoming survey work
		Control diagram and project control report per ITD standards
		Electronic survey drawing of the completed project base map
		Retracement Record of Survey, if applicable
2.8	Preliminary Bridge Plans – BNSF Coordination and Submittal	BNSF Railway Design Packages
		Draft Railroad Agreement
2.9	Final Design Package	Final Design Submittal Package
2.10	Right of Way Plans and Preparation	Total Ownership Map
		Right-of-Way and Limited Access Plans
		Record of Survey

### Task 3: Construction Project Implementation Schedule

The Recipient will prepare a Construction Project implementation schedule consistent with the Final Design plans and specifications. The minimum requirements for the Construction Project implementation schedule are listed below.

- The Construction Project implementation schedule, including final design, will be presented in a format approved by FRA.
- The Construction Project implementation schedule will incorporate an appropriate allowance for Construction Project schedule risk, whether through inclusion of schedule contingency or through another method approved by FRA.

#### Task 3 Deliverables:

Deliverable ID	Subtask	Deliverable Name
3.0	-	Construction Project Implementation Schedule



#### **Task 4: Construction Project Management Documentation**

The Recipient will prepare Construction Project Management documentation for the implementation of the Construction Project following completion of Final Design. The Construction Project Management Documentation may address the following minimum requirements, as approved by FRA.

- Identify the stakeholders involved in the Construction Project's implementation and describe their respective roles and contact information
- Demonstrate that the Recipient has the adequate staff organization with well-defined statements of functional responsibilities, job descriptions, and job qualifications

#### **Task 4 Deliverables:**

<b>Deliverable ID</b>	<b>Subtask</b>	<b>Deliverable Name</b>
<b>4.0</b>	-	Construction Project Management Documentation

#### **4.4 Implement Required Environmental Commitments**

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

Environmental Commitments: None at this time.

#### **5.1 Award Dates**

Budget Period End Date: December 31<sup>st</sup>, 2028

Period of Performance End Date: December 31<sup>st</sup>, 2029

#### **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**

Brunner Road Grade Separation Preliminary Project Schedule						
Milestone	2023	2024	2025	2026	2027	2028
Preliminary Design						
Fund Obligation						
Final Design						
NEPA Revaluation						
ROW Acquisition						
Construction						
Project Completed (December 2028)						



## 6.1 Award Amount

Agreement Federal Funds: \$14,373,128

## 6.2 Federal Obligation Information

Federal Obligation Type: Single

## 6.3 Federal Authorization and Funding Source

Authorizing Statute: Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program

Appropriation: Fiscal Year 2024

## 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 \$17,996,410

FRA will contribute a maximum of eighty 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 \$3,593,282 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of a combination of prior investments in the amount of \$339,787 and cash contributions in the amount of \$3,253,495.

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.

The Construction estimate is based on quantities generated during the Preliminary design effort. Unit prices were acquired using ITD's database of recently advertised projects which can be found on the Departments website. Unit prices were sorted by local projects and narrowed down to quantities that were similar in amount to this project to ensure the economy of scale matched. A contingency amount of 35% was applied to the construction cost to capture additional construction costs that will be detailed out further into design. These additional costs include stormwater design, utility relocation, construction staging, and erosion control. Table 3 lays out the yearly distribution of construction funds.

*Table 1: Approved Project Budget by Task*

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total Funds
	Prior Investment	\$0	\$339,787	\$339,787
1	Project Admin and Management	\$107,897	\$26,974	\$134,871
2	Final Design	\$917,123	\$229,281	\$1,146,404
3	NEPA Re-evaluation	\$53,948	\$13,487	\$67,436
4	Additional ROW Purchase	\$0	\$255,213	\$255,213
5	Construction	\$13,089,990	\$2,932,710	\$16,022,700
	TOTAL	\$14,373,128	\$3,593,282	\$17,966,410

*Table 2: Approved Project Budget by Source*

Funding Source	Total Amount	Percentage of Total Project Costs
Agreement Federal Funds	\$14,373,128	80.00%
CRISI Grant	\$14,373,128	80.00%
Agreement Non-Federal Funds	\$3,593,282	20.00%
BNSF	\$217,715	1.21%
Lakes Highway District	\$3,375,567	18.79%
TOTAL	\$17,966,410	100%

*Table 3: Approved Project Budget by Year*

Project Element	2023	2024	2025	2026	2027	2028
Preliminary Engineering	\$127,000					
Preliminary ROW Acquisition	\$212,787					
Final Design Engineering/NEPA CE Review/Admin			\$606,920	\$674,355	\$33,718	\$33,718
Construction/ROW				\$255,213	\$8,011,350	\$8,011,350
Estimated Total by Year	\$339,787	\$0	\$606,920	\$929,568	\$8,045,068	\$8,045,068
<b>TOTAL</b>	<b>\$17,966,410</b>					

Schedule assumes start in mid-2025, per schedule presented in the CRISI Grant application materials May 2024.

## 6.6 Pre-Award Costs

Pre-award authority has not been requested for the following expenses. According to ‘Federal Railroad Administration Answers to Frequently Asked Questions about Pre-Award Authority’ (September 22, 2023) “FRA will contact the Project Sponsor shortly after the award selection announcement date to discuss the requirements for grant obligation, FRA points of contact, and Pre-Award Costs.” The Recipient will provide the necessary documentation and explanation per FRA’s request for the funds in the table below:

Task #	Task Name	Agreement Federal Funds	Agreement Non-Federal Funds	Total Cost
	Concept Planning and Preliminary Design	\$0	\$127,000	\$127,000
	Preliminary ROW Acquisition	\$0	\$212,787	\$212,787
<b>Total</b>			<b>\$339,787</b>	<b>\$339,787</b>

## 6.7 Phased Funding Agreement

Not applicable.



## 7.1 Performance Measurement Information

Table 4: 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 4.

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 4. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 4.

*Table 4: Performance Measurement Table*

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
1	Rail/Track Grade Separation	Vehicles and trains no longer coming in conflict	Number of annual vehicle crossings that are eliminated at the at-grade crossing due to project	Pre-Project (Baseline) Performance as of: One at grade crossing	Frequency: Annual
				Expected Post-Project Performance: One grade separation	Duration: 1 day
2	Collision Mitigation	Probability of vehicle/train collision being greatly reduced	Reduced number and severity of collisions as a result of the grade separation and intersection improvement	Pre-Project (Baseline) Performance as of: One observed near miss	Frequency: Annual
				Expected Post-Project Performance: Elimination of vehicle/train near misses	Duration: 1 day
3	Vehicle Queuing	Grade crossing no longer causing delay to vehicles and reduction in the efficiency of nearby intersection	The elimination of total vehicle delays, in hours per day, as a result of the grade separation and intersection improvement	Pre-Project (Baseline) Performance as of: LOS C of nearby intersection	Frequency: Annual
				Expected Post-Project Performance: LOS A of nearby intersection	Duration: 1 hour

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