

**Statement of Work**

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## Article 4: Statement of Work

### 4.1 General Project Description

The project's primary objective is to construct a new separated crossing to replace an existing crossing at Hilliard Rome Road. The new separated crossing will be made possible by extending Galloway Road from its current terminus south of the railroad line, to a new terminus with Hillard Rome Rd to the north. Separating this crossing is expected to significantly benefit all current users including local emergency services, which includes a fire station and a major hospital less than a mile from the crossing.

A second project objective is to close the existing at grade crossing at Hillard Rome Road by installing cul-de-sacs on either side of the existing crossing. The existing at-grade crossing is well travelled by both motor vehicles (approximately 26,575 ADT) and trains (approximately 19 per day). Closing this crossing will reduce vehicle, pedestrian, bicycle, and train conflict points in the area allowing for safer and more efficient travel by both forms of transportation.

A third project objective is providing protected facilities for pedestrians and bicyclists along Galloway Road and across the railroad line. Installing these proposed facilities will provide significant safety benefits by addressing safety concerns created by reports of pedestrians attempting to walk on/through train cars stopped at the at-grade crossing by filling a significant pedestrian and bicycle gap between existing infrastructure on Hillard Rome Road and W Broad Street. These facilities will also provide a significant benefit by providing direct pedestrian and bicycle access to the LinkUS West Broad Street Bus Rapid Transit (BRT) Corridor. This will help address transportation instability in the census tracts surrounding the project, including two identified as disadvantaged by the Justice40 Rail Explorer: 39049008165, & 39049008171

### 4.2 Project Location

#### I. Existing At-Grade Crossing Location

The existing at-grade crossing of Hilliard Rome Road is located approximately 400 feet south of the intersection of Manor Park Drive in Columbus Ohio. This area lies within the limits of the Columbus Corporate Bounty. The grade crossing is identified by the FRA as crossing 513244C and is located at milepost NS 145.980. The GPS coordinates are listed as +39.9622056, -83.1465318. This crossing sits at the intersection of three census tracts in Franklin County: 39049008165, 39049008171, and 39049008172. Two of these census tracts are identified as disadvantaged by the Justice40 Rail Explorer: 39049008165, and 39049008171.



Hilliard Rome Road is a minor arterial north-south corridor with industrial, commercial and residential developments in the immediate project area. This corridor also supports public transit routes (COTA line 21), Columbus Fire Station 26, and an interstate highway interchange at I-70. Hilliard Rome Road terminates to the south at West Broad Street (SR 40) which is an east-west principal arterial road supporting significant development, including a major hospital (Ohio Health Doctors Hospital) and public transit infrastructure.

## 2. Proposed Grade Separated Crossing Location

The grade separation proposed as part of this project is located 1050 feet west of the existing crossing. This area is within the Columbus Corporate Bountly and adjacent to property owned by the City of Columbus. The approximate milepost along the rail line is NS 146.190. GPS coordinates for the location are +39.962072, -83.150429. The new grade separation and Galloway Road extension is also in/borders three Franklin County census tracts: 39049008165, 39049008166, and 39049008171. This grade separation improvement benefits the same two disadvantaged census tracts that are impacted by the existing at-grade crossing: 39049008165, and 39049008171.

Galloway Road is a local road with residential, and commercial development as well as a public middle school in the immediate area. Galloway Road currently terminates 2,000 feet south of the proposed crossing location. This project would extend Galloway Road to the north, over the railroad tracks at the proposed grade separated crossing location, to a new terminus at Hilliard Rome Road. This project also improve the existing portion of Galloway Road, from its Broad Street to its current terminus, as needed to ensure consistent facilities for people travelling the new separated crossing.

The intersection of Galloway Road at West Broad Street is approximately 1,400 feet from Prairie Township Community Center; 1,100 feet from Westland High School; and 1,000 ft from the proposed western terminus of the LinkUS West Broad Street BRT Corridor, which was recently awarded a USDOT Neighborhood Access and Equity Capital Construction Grant.

## 4.3 Project Scope

The project consists of a constructing a new separated crossing just west of the existing at-grade crossing (513244C) on Hilliard-Rome Road; and closing the existing at-grade crossing on Hilliard-Rome Road once the new crossing is constructed.

This project will extend Galloway Road from its current terminus, approximately 2,000 feet south of the railroad line, to a new terminus, approximately 2,500 feet north of the railroad line. This extension will include constructing a bridge to carry the new roadway over the railroad tracks, and a roundabout where Galloway intersects Summerlin Way. The improvements on Galloway Road will include sidewalk, shared-use path, curb ramps, and street lighting, as well as curb and sewer as needed.

This project will also close the existing at-grade crossing by constructing cul du sacs on Hilliard-Rome Road, on either side of the railroad tracks.

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:

- Ohio Rail Development Commission, funding partner
- Norfolk Southern, railroad owner & operator
- FRA

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

- If not held prior to award, include: 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.

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**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>
Deliverable 1.1	Subtask 1.2	Project Management Plan
Deliverable 1.2	Subtask 1.3	Final Performance Report

**Task 2: Planning, Design & Right of Way Acquisition****Subtask 2.1: Project Planning**

The Recipient will complete requirements for the Planning Phase of the project, which will include the process of identifying the problem(s), assess existing and future conditions, identifying stakeholders, developing goals and objects, and defining the Purpose and Need. This task will include field reviews, reviewing existing transportation and land use plans, and analyzing safety considerations, as well as identifying the study area. The Recipient will complete the following during this task:

- Project Initiation Package (“PIP”) – The Recipient will prepare a PIP to provide a snapshot of potential issues and concerns that could impact the scope, schedule, or cost during project development. Information in the PIP is to be collected through field visits and/or office discussions with subject matter experts.
- Existing and Future Conditions Analysis – Existing and future conditions will be analyzed to identify and quantify deficiencies in the project area. These analyses will be used as the basis for the development of the Purpose and Need Statement. They provide the necessary quantitative supporting documentation for the Purpose and Need Statement. These analyses may include structure analysis, hydraulic analysis, safety analysis, geologic issues, and/or geometric assessments.
- Purpose and Need Statement – The Purpose and Need Statement will identify the problem and establish the primary and secondary needs for this project. It also establishes the logical termini for the project and will demonstrate that the project has independent utility.
- Public Engagement Plan (“PEP”) – A PEP will be prepared to outline the public involvement efforts to be conducted throughout the project. The PEP will outline how information is shared with the public and will also identify project stakeholders.

**Subtask 2.2: Project Development - Preliminary Engineering**

The Recipient will complete Preliminary Engineering for the Project. During this task, more detailed information on the project will be gathered to help compare and refine the project alternatives. The Recipient will complete the following during this task:

- Environmental Field Studies – Environmental field studies will be conducted during the development of the FS. These studies will include, as warranted, the Ecological Survey

Report, Cultural Resources Survey, Regulated Materials Review, social and economic resources review, Section 4(f) and 6(f), and preliminary noise analysis.

- Public Involvement – The appropriate public involvement as identified in the PEP will be conducted in this task. Stakeholders and the public will be asked to weigh in on the alternatives being considered. The stakeholder and public involvement process and how it affected the selection of the preferred alternative will be documented in the final FS and AER.
- Feasibility Study (“FS”) and Alternative Evaluation Report (AER) – The FS and AER reports document both environmental and engineering components of the project. An FS will be required for this project; an AER may be required. The Recipient will complete these documents as required following ODOT’s guidelines.
- Preliminary Engineering – Preliminary engineering will be done to the point that the FS/AER can be completed. The preliminary engineering will provide enough detail so that the intent, design parameters, costs, and impacts of the project are evident. Stage 1 Design can begin once the FS/AER is completed. Cost estimates for roadway, right-of-way, and utility costs will be updated.

Recipient will not proceed to Final Design phase until Preliminary Engineering plans and cost estimate are approved by FRA.

#### Subtask 2.3: Project Development - Environmental Engineering and NEPA

This task will perform the detailed environmental analysis of the preferred alternative. It will happen concurrently with detailed engineering. During this task, NEPA activities will be initiated on the preferred alternative and the environmental document will be prepared analyzing the preferred alternative and its associated impacts within the context of the design. Environmental Commitments will also be identified and environmental mitigation will be coordinated in this task. Stage 1 and 2 Detailed Design will be done in this task and cost estimates will be updated. Preliminary Right-of-Way Plans will also be developed.

#### Subtask 2.4: Final Design - Final Engineering and Right of Way

In this task, the Recipient will complete final engineering and right-of-way acquisition. The appropriate right-of-way acquisition process and timeline will be determined during the project process but will follow ODOT’s general right-of-way acquisition process as outlined in the ODOT Project Development Process (PDP) manual. Stage 3 Design plans will be completed during this task, once the NEPA document has been completed. The Final Design will refine the Preliminary Engineering work and will contain all details and quantities required to bid and construct the proposed project, including a final cost estimate. The Recipient shall not proceed with Construction until FRA has accepted the Final Design and the Recipient has received authorization to advertise and awarded the contract.

#### **Task 2 Deliverables:**

<b>Deliverable ID</b>	<b>Subtask</b>	<b>Deliverable Name</b>
Deliverable 2.1	Subtask 2.1	Project Initiation Package
Deliverable 2.2	Subtask 2.1	Draft Purpose and Need Statement

Deliverable 2.3	Subtask 2.1	Draft Public Engagement Plan
Deliverable 2.4	Subtask 2.2	Feasibility Study and Alternatives Evaluation Report
Deliverable 2.5	Subtask 2.3	Stage 1 Design Plan Submittal
Deliverable 2.6	Subtask 2.3	Preliminary Right of Way Submittal
Deliverable 2.7	Subtask 2.3	Stage 2 Design Plan Submittal
Deliverable 2.8	Subtask 2.3	Environmental Document Submittal
Deliverable 2.9	Subtask 2.4	Final Right of Way Submittal
Deliverable 2.10	Subtask 2.4	Stage 3 Design Plan Submittal
Deliverable 2.11	Subtask 2.4	Right of Way Clearance
Deliverable 2.12	Subtask 2.4	Final Plans and Bid Package Submittal

### Task 3: Construction

The project will be constructed during this task, along with all necessary pre- and post-construction tasks related. Partnering, preconstruction, and progress meetings will occur throughout this task. Construction materials will be sampled and approved prior to construction beginning. Additional task breakdown and sequence of construction will be developed during the design phase and will be included as part of the Detailed Project Work Plan. The project will be monitored throughout construction and compliance with environmental commitments will be documented. Following final acceptance of the project once the construction process is complete, a post-construction meeting will be held.

#### Task 3 Deliverables:

Deliverable ID	Subtask	Deliverable Name
3.1	NA	As-built plans

### 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
[Categorical Exclusion, Finding of No Significant Impact, Record of Decision]	[insert reference to section(s) of decision where commitment(s) are identified]	[insert date of decision]



[insert title of MOA, PA, or other document or correspondence that contains environmental commitment(s)]	[insert reference to section(s) of document where commitment(s) are identified]	[insert date of MOA/correspondence]
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The Recipient will implement any environmental commitments identified through the NEPA process conducted under Task 2, Subtask 2.3: Environmental Engineering and NEPA.

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## Article 5: Award Dates and Estimated Project Schedule

### 5.1 Award Dates

Budget Period End Date: TBD

Period of Performance End Date: TBD

### 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
a. Consultant Authorized to Begin Design	8/29/2025
b. Complete planning tasks (Project Initiation Package, Existing and Future Conditions Analysis, Purpose and Need Statement, and Public Engagement Plan	2/27/2026
c. Submittal of Alternative Evaluation Report and/or Feasibility Study	8/25/2026
d. Preferred Alternative Approval	2/22/2027
e. Stage 1 Design Plan Submittal	10/19/2027
f. Preliminary Right-of-Way Plan Submittal	4/17/2028
g. Stage 2 Design Plan Submittal	4/17/2028
h. Compliance Right-of-Way Plan Submittal	9/13/2028
i. Stage 3 Design Plan Submittal	9/13/2028
j. Environmental Document Approval	12/12/2028
k. Final Right-of-Way Submittal	12/12/2028
l. Right-of-Way Authorization	2/12/2029
m. Right-of-Way Acquisition Complete (Utilities/encroachments not included.)	5/13/2030
n. Final Plans and Bid Package Submittal	8/12/2030
o. Award Contract	12/9/2030

p. Separated crossing and Galloway Road substantially complete and open to traffic	9/28/2032
q. Closure of at-grade crossing on Hilliard Rome Road substantially complete (once Galloway is open, Columbus anticipates being able to close the crossing using barricades like jersey barriers while cul du sac work is completed)	9/28/2032

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## Article 6: Award and Project Financial Information

### 6.1 Award Amount

Agreement Federal Funds: \$30,626,727.00

### 6.2 Federal Obligation Information

Federal Obligation Type: Single

### 6.3 Federal Authorization and Funding Source

Authorizing Statute: 49 U.S.C. 22907

Appropriation: Consolidated Appropriations Act, 2023, division L, title I, Public Law 117-328 (2023 Appropriation), Consolidated Appropriations Act, 2024, division F, title I, Public Law 118-42 (2024 Appropriation) and the 2023 and 2024 advance appropriation in the Infrastructure Investment and Jobs Act, division J, title II, 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 \$38,283,410.00.

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 \$4,326,759.00 in Agreement Non-Federal Funds. 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	Other Federal Funds	Other Non-Federal Funds	Total
1	Project Administration and Management	\$0	\$0	\$0	\$0	\$0
2	Planning, Development, & Final Design (Subtasks 2.1-2.4)	\$1,954,670.00	\$276,098.00	\$0	\$212,570.00	\$0

2	ROW Acquisition (Subtask 2.4)	\$84,000.00	\$11,865.00	\$0	\$9,135.00	\$0
3	Construction & Construction Inspection	\$28,588,057.00	\$4,038,796.00	\$0	\$3,108,219.00	\$0
<b>Total:</b>		<b>\$30,626,727.00</b>	<b>\$4,326,759.00</b>	<b>\$0</b>	<b>\$3,329,924.00</b>	<b>Total Project Cost: \$38,283,410.00</b>

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

Funding Source	Total Amount	Percentage of Total Project Cost
<b>Federal Share</b>	<b>\$30,626,727.00</b>	<b>80.00%</b>
Agreement Federal Funds	\$30,626,727.00	80.00%
<b>Agreement Non-Federal Funds</b>	<b>\$4,326,759.00</b>	<b>11.30%</b>
City of Columbus	\$4,326,759.00	11.30%
<b>Other Non-Federal Funds</b>	<b>\$3,329,924.00</b>	<b>8.70%</b>
Ohio Rail Development Commission	\$3,329,924.00	8.70%

**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>Goal 1</b>	Eliminate vehicles, pedestrians, and bicyclists from crossing at-grade crossing	The number of automobile crossings that are eliminated at an at-grade crossing as a result of a new grade separation.	Count	<b>Pre-Project (Baseline) Performance as of:</b>	<b>Frequency:</b> Quarterly
				<b>Expected Post-Project Performance:</b>	<b>Duration:</b>

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