

**U.S. DEPARTMENT OF TRANSPORTATION**

**SECOND AMENDED AND RESTATED TERM SHEET UNDER THE  
FISCAL YEAR 2019 INFRA PROGRAM**

This second amended and restated term sheet is between the United States Department of Transportation (the “USDOT”) and the City of Temecula (the “**Project Sponsor**”).

The USDOT and Project Sponsor executed a term sheet on May 7, 2020 (“the Original Term Sheet”) and a first amended and restated term sheet on April 7, 2022 (“the First Amended Term Sheet”). This term sheet amends and restates in its entirety and replaces the Original Term Sheet and First Amended Term Sheet.

This term sheet reflects the conditional selection of the Project Sponsor to receive an INFRA Grant for the I-15/French Valley Parkway Improvements Phase 2.

The purpose of this term sheet is to set out the parties’ mutual understanding regarding material terms and conditions to be included in subsequent agreements that the parties intend to execute to implement an INFRA Grant.

The parties therefore agree to the following:

**1. The INFRA Application.**

(a) The Project Sponsor’s application for funding was dated March 4, 2019, and titled “Interstate 15/French Valley Parkway Improvements Phase 2.” In this term sheet, the “**Project**” means the project proposed in the application, as modified by schedules A, B, and C.

(b) The Project Sponsor states that:

(1) all material statements of fact in the application were accurate when that application was submitted; and

(2) Schedules A, B, and C document all material changes in the information contained in that application.

**2. General Terms and Conditions.**

(a) In this term sheet, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2019 INFRA Program: FHWA Projects,” dated July 29, 2019, which is available at <https://go.usa.gov/xprMe>.

The General Terms and Conditions are part of this term sheet.

(b) The Project Sponsor states that it has knowledge of the General Terms and Conditions.

- (c) The Project Sponsor acknowledges that the General Terms and Conditions impose obligations on the Project Sponsor and that the Project Sponsor's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the INFRA Grant, disallowing costs incurred for the Project, requiring the Project Sponsor to refund to the USDOT the INFRA Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**SCHEDULE A  
PROJECT TERMS**

**1. Scope of Work.**

(a) General Project Description.

The Project Sponsor will construct a two-lane northbound collector-distributor system along I-15 from the Winchester Road/I-15 interchange to the I-15/I-215 junction. The collector-distributor system will be barrier-separated from the mainline highway and is approximately 3.3 miles long. The Project represents Phase 2 of a larger three-phase project to increase capacity on I-15.

(b) Project Activities.

This project will consist of the following activities:

- Utility policy certification was completed on February 28, 2022.
- Final Plans, Specifications, and Estimates (PS&E) was approved by Caltrans on May 3, 2022.
- Initial Study with Mitigated Negative Declaration / Environmental Assessment with Finding of No Significant Impact Re-validation was approved on July 9, 2021. The original environmental clearance was approved on January 29, 2010. The environmental review and consultation of the project was carried-out by Caltrans under its assumption of responsibility pursuant to 23 U.S.C. 327.
- Right of Way Acquisition activities were completed on May 25, 2022.
- Supplemental Project Report was completed on May 12, 2022.
- Supplemental New Connection Report was completed on April 13, 2022.
- The Project's RTL was June 2, 2022, followed by the procurement of the construction contract.
- Construction NTP was May 1, 2023, with an approximately 22-month construction duration ending on February 18, 2025.

**2. Project Budget.**

INFRA Grant Amount: \$ 50,000,000

INFRA Grant Amount Subject to 23 U.S.C. 117(d)(2): \$ 0

Total Project Cost: \$ 137,306,531

Previously Incurred Project Costs: \$ 28,587,270

Sources of funds for Future Eligible Project Costs:

INFRA Grant Amount:	\$ 50,000,000
Other Federal Funds:	\$ 1,602,360
State Funds (Non-Federal STIP):	\$ 47,600,000
Local Funds (TUMF):	\$ 4,710,296
Local Funds (City):	\$ 4,806,605
Private Funds:	\$ 0
<u>Other Funds:</u>	<u>\$ 0</u>
Total Future Eligible Project Cost:	\$ 108,719,261

### 3. Project Schedule.

#### (a) Project Permitting, Planning, Licensing, and Other Approval Milestones.

- 2019 FTIP Amendment Approval: December 31, 2019.
- The Section 404 Nationwide 14 Permit, Section 401 Water Quality Certification, and Section 1602 Streambed Alteration Agreement: March 11, 2022.
- Construction Cooperative Agreement with Caltrans: April 19, 2022.
- Supplemental Project Report: May 12, 2022.
- Supplemental New Connection Report: April 13, 2022.

#### (b) Pre-construction Schedule.

- Preliminary Design Complete      January 31, 2020
- NEPA Complete                              July 9, 2021
- Final Design Complete                  February 28, 2022
- Right of Way Complete                  May 25, 2022
- PS&E/Bid-Ready                              June 2, 2022
- Obligate & Advertise                      August 2, 2022

#### (c) Construction Schedule.

The following construction schedule is approximate and is contingent upon a fully executed Fund-Obligating Agreement by the “PS&E/Bid-Ready” date listed in subsection (b) of this Project Schedule.

- Begin Construction                      May 1, 2023
- Construction Complete                  February 18, 2025

**SCHEDULE B**  
**PROJECT-SPECIFIC ACCOUNTABILITY TERMS**

**1. Purpose of this Schedule.**

This schedule B documents project-specific information used to implement the accountability provisions in section 5 of the General Terms and Conditions.

**2. Project Delivery Milestones.**

None. For the purpose of section 5 of the General Terms and Conditions, this schedule B does not enumerate any specific project delivery milestones.

**3. Project Success Indicators.**

None. For the purpose of section 5 of the General Terms and Conditions, this schedule B does not enumerate any specific indicators of project success.

**SCHEDULE C**  
**MATERIAL CHANGES FROM EXECUTED TERM SHEET**

Schedule:

First Amendment: This project's schedule has changed due to the unanticipated preparation of additional cultural reports for the environmental re-validation. These activities extended the duration of the environmental re-validation and delayed all other project tasks including extending the construction completion date from December 30, 2022 to June 12, 2024.

Second Amendment: This project's schedule has changed due to unanticipated additional plan check comments during final plan review. Once approved, the construction contract was advertised for bids. Following Bid Opening, the City received a letter of potential bid protest and the contract was re-bid and awarded, further delaying the start of construction. Additionally, the City's award of an agreement for Construction Management services was delayed due an extensive pre-award audit and financial document review. Once completed, the City awarded the agreement. These unanticipated delays resulted in an extension of the construction completion date from June 12, 2024 to February 18, 2025.

**MATERIAL CHANGES FROM APPLICATION**

First Amendment:

The total future eligible Project costs have decreased by \$1,411,920 since the application submittal, and the previously incurred Project costs have increased by the same amount. This change is due to payments for ongoing design work.

The STIP funding noted in the application narrative will be allocated as State-only STIP funds instead of being changed to local funds.

The Project Sponsor will utilize \$1,500,000 of INFRA funding for right of way acquisition for advanced construction authorization. The same amount, \$1,500,000, of local funds will be moved from right of way acquisition to construction.

**EXECUTION BY THE PROJECT SPONSOR**

By signature below, the Project Sponsor acknowledges that it accepts and agrees to be bound by this term sheet.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Project Sponsor’s Authorized Representative

\_\_\_\_\_  
Name of Project Sponsor’s Authorized Representative

\_\_\_\_\_  
Title

**EXECUTION BY THE STATE DEPARTMENT OF TRANSPORTATION**

By signature below, the State Department of Transportation (the “SDOT”) acknowledges that it accepts and agrees to be bound by this term sheet, agrees to act as the Recipient to assist in the receipt and disbursement of the FY2019 INFRA Grant awarded for the Project, and agrees to perform such other administrative and oversight duties with respect to the award and the project as the Project Sponsor and the SDOT shall agree upon between themselves. Further, the SDOT shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this term sheet in compliance with the term sheet’s terms and conditions.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of State Department of Transportation  
Designated Official Representative

\_\_\_\_\_  
Name of State Department of Transportation  
Designated Official Representative

\_\_\_\_\_  
Title



**EXECUTION BY THE USDOT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of USDOT's Authorized Representative

Elissa Konove

Name of USDOT's Authorized Representative

Acting FHWA California Division Administrator

Title