

Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 3(B)(15)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Retroactively Authorizing the County Mayor or County Mayor's Designee to Apply for Grant Funds in an Amount not to Exceed \$9,500,000 From the United States Department of Transportation, Federal Transit Administration Fiscal Year 2018 BUILD Transportation Grants Program and Authorizing the County Mayor or County Mayor's Designee to Receive and Expend Said Grant Funds for Improvements Along the South Dade Transitway

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee to apply for grant funds in an amount not to exceed \$9,500,000 from the United States Department of Transportation (USDOT), Federal Transit Administration (FTA), Fiscal Year (FY) 2018 Better Utilizing Investments to Leverage Development (BUILD) Transportation Grants Program. This funding will be used for improvements along the South Dade Transitway at the proposed SW 168th Street park-and-ride facility. It is further recommended that the Board authorize the receipt and expenditure of funds, as specified in the grant.

Scope

While this project is located in Commission District 9, represented by Commissioner Dennis C. Moss, the project benefits the riding public and the scope is, therefore, countywide in nature.

Fiscal Impact/Funding Source

The total estimated cost design and construction of the proposed SW 168th Street park-and-ride facility is \$30,125,086. The BUILD grant will provide federal funding in an amount not to exceed \$9,500,000, approximately 32 percent of the total project cost. Subject to future appropriation by the Board, Bond proceeds from the Charter County Transportation Sales Surtax (Surtax) will be used for the \$20,625,086 local match. This project is included in the FY 2019-2020 Adopted Budget and Multi-Year Capital Plan under Project No. 2000001092 (Park and Ride – Transitway at SW 168th Street). The estimated future annual operating and maintenance costs for the first year of the new park-and-ride lot is approximately \$305,000 and will be funded through the operating budget of the Department of Transportation and Public Works (DTPW).

It is anticipated that Charter County Transportation Surtax (Surtax) funds may be used as the matching funds for this project. At the appropriate time, the contract intended to be funded with said matching Surtax funds, as well as any required amendments to the Five Year Plan, will be forwarded to the Citizens' Independent Transportation Trust for its review and recommendation and subsequently to this Board for its approval

Track Record/Monitor

The Grant Manager for this Agreement is Ed Carson, Manager, Grants Administration, Department of Transportation and Public Works.

Background

In February 2016, the Transportation Planning Organization (TPO) unanimously approved a policy to set as highest priority, the advancement of rapid transit corridors and transit supportive projects for the county. As a result, the TPO Governing Board officially adopted and endorsed the Strategic Miami Area Rapid Transit (SMART) Plan. The SMART Plan intends to advance six rapid transit corridors plus a network of express bus services in the Miami-Dade County. The South Dade Transitway is one of these six corridors.

On April 27, 2018, the USDOT announced the availability of \$1.5 billion for the National Infrastructure Investments under the Consolidated Appropriations Act of 2018. This appropriation stems from the program funded and implemented pursuant to the American Recovery and Reinvestment Act of 2009 and is known as the BUILD Transportation Grants Program. For this round of BUILD Transportation grants, the maximum award is \$25 million. Funds for the FY 2018 BUILD grant are awarded on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact. On July 19, 2018, DTPW submitted a project application requesting up to \$9,500,000 in BUILD grant funding to convert two surface park-and-ride locations along the Transitway, one at SW 152nd Street and the other at SW 168th Street, to structured parking garages.

On December 6, 2018, DTPW received a grant advance notice that up to \$9,500,000 of BUILD funding is available for the proposed South Dade Transitway Park-and-Ride Improvements project subject to the final application process, the notice included \$4,750,000 for SW 152nd Street and \$4,750,000 for SW 168th Street.

The Parks and Recreation Department (PROS) manages the parcel of land contemplated for the parking garage at SW 152nd Street. Under Article 7, Section 7.02(A) of the County Charter, parking facilities are allowed at PROS facilities if said facilities are for the “primary use of the park system.” DTPW, through coordination with the County Attorney’s Office and PROS, determined that the intended use of the proposed parking garage at this location is not compliant with the requirements of Article 7. Accordingly, the SW 152nd Street garage is no longer an eligible project for the BUILD grant program funding. DTPW has since requested and received the FTA’s approval to revise the project scope by deleting the SW 152nd Street parking garage and allocating all the BUILD grant funding to the SW 168th Street parking garage.

The revised project scope for the BUILD grant includes improvements at the proposed SW 168th Street park-and-ride facility only. These upgrades will include additional parking capacity, improved pedestrian access, a drop-off area, disabled, bicycle, carpool and electric vehicle parking, charging stations, a bike sharing station, public bathrooms, an operator’s lounge and multimodal center. The proposed number of spaces at the SW 168th Street park-and-ride have been increased from 450 spaces to approximately 650 spaces to make up for the spaces originally proposed at SW 152nd Street. The design of the facility has also been modified to provide direct access to the Transitway station at SW 168th Street. As a result, the cost of the SW 168th Street project has increased from \$9,000,000 to \$30,125,086. To receive the BUILD funding, DTPW is required to submit a completed paper grant application to the USDOT and subsequent electronic grant application to the FTA in substantially the form attached. DTPW anticipates completion of the design and construction of the project by July 2022.



Jennifer Moon
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(15)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(15)
5-5-20

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$9,500,000.00 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, FISCAL YEAR 2018 BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT TRANSPORTATION GRANTS PROGRAM PROPOSED PARK-AND-RIDE FACILITIES OF THE SOUTH DADE TRANSITWAY WHICH WAS IN THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN; APPROVING TERMS OF AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH APPLICATION AND AGREEMENT; AUTHORIZING RECEIPT AND EXPENDITURE OF FUNDS PURSUANT TO SUCH APPLICATION AND AGREEMENT; AND AUTHORIZING RECEIPT AND EXPENDITURE OF ANY ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Retroactively authorizes the County Mayor or County Mayor's designee to apply for grant funds in an amount not to exceed \$9,500,000.00 from the United States Department of Transportation (USDOT), Federal Transit Administration (FTA), Fiscal Year (FY) 2018 Better Utilizing Investments to Leverage Development (BUILD) Transportation grants program for improvements to proposed park-and-ride facilities of the South Dade Transitway.

Section 2. Approves the terms of such application and agreement and authorizes the County Mayor or County Mayor's designee to execute and file the grant application and agreement with the USDOT, FTA in substantially the form of the templates attached to this resolution in an amount not to exceed \$9,500,000.00 in FY 2018 BUILD Transportation grants program funding for improvements to the proposed SW 168th Street park-and-ride facility of the South Dade Transitway and also to provide all necessary supporting documentation.

Section 3. Further authorizes receipt and expenditure of funds received pursuant to such application and agreement and further authorizes receipt and expenditure of any additional funds should they become available.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

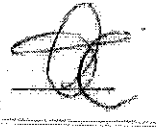
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso



Telephone	(786) 586-7851
Fax	
E-mail	291unionman@gmail.com
Website	
Union Name	Government Supervisors Association of Florida(GSAF), Supervisory & Professional, Local 100
Address 1	3600 Red Road, Ste. 405
Address 2	
City	Miramar
State	Florida
Zipcode	33025
Contact Name	Greg Blackman
Telephone	305-477-9644
Fax	
E-mail	gsafgreg@bellsouth.net
Website	
Union Name	American Federation of State, County and Municipal Employees (AFSCME), Local 199
Address 1	6405 NW 36th Street
Address 2	Ste. 113
City	Miami
State	Florida
Zipcode	33166
Contact Name	SeAdoreia Brown
Telephone	305-805-1075
Fax	
E-mail	seadoreia@gmail.com
Website	

Part 2: Application Information

**Title: FY 2020 FTA Build (OST) Grant for South Dade Transitway
Park and Ride Improvements-Miami, Florida**

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
1089-2020-3	In-Progress	Grant	11/12/2019	11/12/2019	No

Application Start Date

The start date will be set to the date of the award

Application End Date
3/29/2026

Application Executive Summary

DTPW is requesting to apply for the grant application for FTA Section 5339 Build Grant for South Dade Transitway Park and Ride Improvements.

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Edward	Carson	Manager - Grant Administration	ecarson@miamidade.gov	786-469-5545

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
79 - BUILD (OST)	79-BD-1	20933	\$9,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$9,500,000

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1089-2020-3-P1	113-00 BUS STATION/STOPS/TERMINALS)	\$9,500,000.00	\$0.00	\$9,500,000.00	0
1089-2020-3-P1	11.33.04 CONSTRUCT - BUS PARK&RIDE LOT	\$9,500,000.00	\$0.00	\$9,500,000.00	0

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: FY 2020 Build Grant for South Dade Transitway Park and Ride Improvements-Miami, Florida

Project Number	Temporary Project Number	Date Created	Start Date	End Date
1089-2020-3-P1	1089-2020-3-P1	1/13/2020		

Project Description

Construct

Project Benefits

Provide

Additional Information

None provided.

Location Description

Miami-Dade County, Florida

Project Location (Urbanized Areas)

There are no urbanized areas selected for this project.

Congressional District Information

There are no congressional districts selected for this project.

Program Plan Information

STIP/TIP

Date: N/A
 Description: N/A

UPWP

Date: Not Provided
 Description: Not Applicable

Long Range Plan

Date: Not Provided
 Description: Not Applicable

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
79 - BUILD (OST)	79-BD-1	20933	\$9,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$9,500,000

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1089-2020-3-P1	113-00 BUS - STATION/STOPS/TERMINALS	\$9,500,000.00	\$0.00	\$9,500,000.00	0
1089-2020-3-P1	11.33.04 CONSTRUCT - BUS PARK&RIDE LOT	\$9,500,000.00	\$0.00	\$9,500,000.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.33.04 - CONSTRUCT - BUS PARK&RIDE LOT				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

BUS - STATION/STOPS/TERMINALS (113-00) 11.33.04 CONSTRUCT - BUS PARK&RIDE LOT CONSTRUCTION OF BUS STATIONS/TERMINALS 0

Extended Budget Description
None provided.

Will 3rd Party contractors be used to fulfill this activity line item?
 No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
79 - BUILD (OST)	79-BD-1	20933	\$9,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$9,500,000

Milestone Name	Est. Completion Date	Description
Start Date	MM/dd/yyyy	
End Date	MM/dd/yyyy	

Project Environmental Findings

There are no environmental findings for this project.

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: MIAMI-DADE, COUNTY OF

Recipient ID: 1089

DUNS No: 135722747

Application Information

Federal Award Identification Number: 1089-2020-3

Application Name: FY 2020 FTA Build (OST) Grant for South Dade Transitway Park and Ride Improvements-Miami, Florida

Application Start Date: The start date will be set to the date of the award

Application End Date: 3/29/2026

Application Executive Summary: DTPW is requesting to apply for the grant application for FTA Section 5339 Build Grant for South Dade Transitway Park and Ride Improvements.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$9,500,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$9,500,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$9,500,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
79 - BUILD (OST)	79-BD-1	20933	\$9,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$9,500,000

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

MIAMI-DADE, COUNTY OF

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2018
(PUB. L. 115-141, MARCH 23, 2018)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2018 BUILD TRANSPORTATION DISCRETIONARY GRANTS)

[INSERT RECIPIENT NAME]

[INSERT PROJECT NAME]

This agreement is between the United States Department of Transportation (the "USDOT") and [Insert Full Name of Grant Applicant] (the "Recipient"). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2018 (Pub. L. 115-141, March 23, 2018), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments Under the Consolidated Appropriations Act, 2018, 83 FR 18651 (April 27, 2018) (the "NOFO"). In this agreement, "FY 2018 BUILD Transportation Discretionary Grant" means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

1.1 **Operating Administration.** The Federal Transit Administration (the "FTA") will administer this agreement on behalf of the USDOT. In this agreement, the "Administering Operating Administration" means the FTA.

1.2 **Application.**

(a) The application for funding was dated [insert application date— if not expressly dated, use the date received as recorded in box 3 of the SF-424] and titled "[Insert Full Title of the Submitted Application]." It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

(b) The Recipient states that:

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

(2) Attachment E documents all material changes in the information contained in that application.

1.3 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant local or regional impact. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the application identified in section 1.2, as modified by section 2.3 and Attachment C.

In this agreement, the "Project" means the project proposed in the application identified in section 1.2, as modified by the negotiated provisions of this agreement, including sections 2.1, 2.2, and 2.3 and the attachments referenced in section 1.9.

1.4 **Federal Award Amount.** The USDOT hereby awards a FY 2018 BUILD Transportation Discretionary Grant in the amount of \$XXX for the period of performance. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.5 **Period of Performance.**

- (a) The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2.
- (b) The Recipient shall not charge to this award costs that are incurred after the period of performance.

[Except in extraordinary circumstances, pre-award costs are not permitted. Use this language as section 1.5(c):]

- (c) The Recipient shall not charge to this award costs that were incurred before the date of this agreement. This restriction includes any costs under 2 C.F.R. 200.458 incurred prior to the date of this agreement. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for this Project.

[If pre-award costs have been authorized by the Office of the Secretary, use this language as section 1.5(c):]

- (c) The Recipient may charge to this award costs that were incurred before the date of this agreement only if those costs are identified in Attachment F and would have been allowable if incurred during the period of performance award. This limitation applies to pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Attachment F is the exclusive USDOT approval of costs incurred before the date of this agreement.

1.6 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in [an urban] or [a rural] area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.7 **Fund Obligation.**

[If this is not a phased agreement:]

This agreement obligates the total amount of funds stated in section 1.4.

[If this is a phased agreement:]

(a) As described in Attachment A, this project consists of a Base Phase for [DESCRIBE BASE PHASE WORK] and an Option Phase 1 for [DESCRIBE OPTION PHASE WORK].

(b) This agreement obligates the Base Phase amount of \$XXX for eligible costs in the Base Phase.

(c) This agreement does not obligate funds for Option Phase 1. The parties may, by amendment under article 6, obligate the Option Phase 1 amount of \$XXX for eligible costs in Option Phase 1 if [USDOT WILL SET THE CONDITIONS].

1.8 **Federal Award Identification Number.** The USDOT identifies this award with the following federal award identification number:

[INSERT FAIN USED FOR DATA ACT REPORTING]

1.9 **Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table
Attachment E	Material Changes from Application
Attachment F	Approved Pre-Award Costs

ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

2.1 **Summary of Project's Statement of Work.** (See Attachment A for additional details).

[Insert a brief summary of the Project's Statement of Work. The complete project description is included in Attachment A and TRAMS].

2.2 **Summary of Project's Estimated Schedule.** (See Attachment B for additional details).

[A detailed project schedule will be provided in Attachment B and TrAMS – it should reflect best estimates of complete project schedule showing all phases of work].

[Planned or Actual] Completion of NEPA:	[INSERT DATE]
[Planned or Actual] Completion of Final Design:	[INSERT DATE]
Planned Construction Start Date:	[INSERT DATE]
Planned Construction Substantial Completion Date	[INSERT DATE]
Planned Revenue Service Date	[INSERT DATE]
Period of Performance End Date	[INSERT DATE]
Planned Project Closeout Date	[INSERT DATE]

2.3 **Summary of Project's Estimated Budget.** (See Attachment C for additional details).

[A detailed project budget showing costs for all phases and elements of work will be provided in Attachment C and TrAMS].

BUILD Funds and Additional Sources of Project Funds:

BUILD Grant Amount:	\$ _____
Other Federal Funds (if any):	\$ _____
State Funds (if any):	\$ _____
Local Funds (if any):	\$ _____
Private Funds (if any):	\$ _____
Other Funds (if any):	\$ _____
<hr/> Total Project Cost:	\$ _____

2.4 **Recipient Cost Share Certification.**

[If the applicant identified non-Federal funds in the application:] As negotiated, the Recipient hereby certifies that not less than \$XXX in non-Federal funds are committed to fund the Project.

[If this is designated in section 1.5 to be a project in a rural area and the applicant did not identify any non-Federal funds:] This section was intentionally omitted.

2.5 **Project's State and Local Planning Requirements.**

[If the Administering Operating Administration requires the project to be included in State, metropolitan, or local planning documents, the parties shall record in FTA's electronic award and management system ("TrAMS") the date that the project was included in those planning documents.]

The Project was most recently included in the [years and state] Statewide Transportation Improvement Program (STIP) under STIP identification number [xxxxx], federally approved on [date].

2.6 Project's Environmental Approvals and Processes.

[If the Administering Operating Administration requires environmental findings for activities under the project, the parties shall document in TrAMS those findings, including the type (Record of Decision, Finding of No Significant Impact, or Categorical Exclusion) and date of each finding. If a finding is documented in TrAMS, the parties shall attach appropriate environmental documents in TrAMS or file those documents at the Administering Operating Administration's regional office.]

The Project received a National Environmental Policy Act (NEPA) [finding], federally approved on [date].

2.7 Recipient's and any Subrecipient's Unique Entity Identifiers.

Dun and Bradstreet Data Universal Numbering System No. (the "DUNS No.") of the Recipient: _____

Name of any First-Tier Subrecipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): _____

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified):

2.8 Recipient Contacts.

Recipient Official Designated as Official Contact (may list more than one contact especially where another agency or department, in addition to Recipient, is assisting in meeting grant requirements):

Name
Title
Agency
Mailing Address
Phone Number
Email Address

ARTICLE 3. GENERAL REPORTING TERMS

3.1 Report Submission. The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1,

3.2 Alternative Reporting Methods. The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in

writing, the Recipient shall use the processes required by the Administering Operating Administration.

- 3.3 **Reporting as History of Performance.** Under 2 C.F.R. 200.205, any Federal awarding agency may consider the Recipient's timely submission of the reports that this agreement requires, or the Recipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 4. PROGRESS REPORTING

- 4.1 **Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 4.2 **Closeout Information.** No later than 90 days after the period of performance end date that is listed in section 2.2, the Recipient shall:
- (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and any other information required under the Administering Operating Administration's closeout procedures; and
 - (2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.
- 4.3 **Project Closeout.** In this agreement, "Project Closeout" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.2.

ARTICLE 5. PERFORMANCE REPORTING

- 5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.

5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:

- (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and
- (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

6.2 **Limited Unilateral Modifications.**

- (a) The Recipient may update the contacts who are listed in section 2.8 by written notice to all of the USDOT contacts who are listed in section 9.1.
- (b) The USDOT may update the contacts who are listed in section 9.1 by written notice to all of the Recipient contacts who are listed in section 2.8.

- 6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 7.1 **Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.
- 7.2 **Schedule Changes.** If the Project's substantial completion date changes to a date that is more than six months after the substantial completion date listed in section 2.2 or a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- 7.3 **Budget Changes.**
- (a) If, in comparing the Project's budget to the amounts listed in section 2.3, the "Other Federal Funds" amount increases or one or more of the "State Funds," "Local Funds," "Private Funds," "Other Funds," or "Total Project Cost" amounts decrease, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
 - (b) If the actual eligible project costs are less than the "Total Project Cost" that is listed in section 2.3, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, specific additional activities that are within the scope of this award, as defined in sections 1.3 and 2.1, and that the Recipient could complete with the difference between the "Total Project Cost" that is listed in section 2.3 and the actual eligible project costs.
 - (c) If the actual eligible project costs are less than the "Total Project Cost" that is listed in section 2.3 and either the Recipient does not make a proposal under section 7.3(b) or the USDOT does not accept the Recipient's proposal under section 7.3(b), then:
 - (1) in a request under section 7.3(a), the Recipient shall reduce the Federal Share by the difference between the "Total Project Cost" that is listed in section 2.3 and the actual eligible project costs; and

- (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "Federal Share" means the sum of the "BUILD Grant Amount" and the "Other Federal Funds (if any)" amounts that are listed in section 2.3.

- (d) The Recipient acknowledges that amounts that are required to be refunded under section 7.3(c)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.345 and the Federal Claims Collection Standards (31 C.F.R. parts 900-999).

7.4 **USDOT Acceptance of Changes.** The USDOT may accept or reject modifications requested under this article 7, and in doing so may elect to consider only the interests of the BUILD Transportation Discretionary Grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 7 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 6.1.

ARTICLE 8. TERMINATION AND EXPIRATION

8.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- (1) The Recipient fails to obtain or provide any non-BUILD Transportation Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2, 2.3, and 2.4;
 - (2) The Recipient fails to begin construction before _____;
 - (3) The Recipient fails to begin expenditure of award funds by _____;
 - (4) The Recipient fails to achieve the Construction Substantial Completion Date by _____;
 - (5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
 - (6) The USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section the USDOT may elect to consider only the interests of the USDOT.

8.2 **Closeout Termination.** This agreement terminates on Project Closeout.

8.3 Fund Liquidation, Adjustment, and Cancellation.

- (a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).
- (b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 C.F.R. 200.343–345.
- (c) Outstanding FY 2018 BUILD Transportation Discretionary Grant balances are canceled by statute after September 30, 2025, and are then unavailable for any purpose, including adjustments and expenditures.

8.4 Reporting Survival: The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

ARTICLE 9. USDOT CONTACTS

9.1 USDOT Contacts. Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

[INSERT FTA Field Contact]:

Name
Regional Administrator
Agency
Mailing Address
Phone Number
Email Address

and

Mark Bathrick
Program Manager
Federal Transit Administration
1200 New Jersey Ave, SE
Washington, DC 20590
E44-421
(202) 366-9955
mark.bathrick@dot.gov

and

OST BUILD Transportation Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary

1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
BUILDGrants@dot.gov

ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled "National Infrastructure Investments," with number 20.933 in the Catalog of Federal Domestic Assistance.

10.2 **Research and Development Designation.** This award is not for research and development.

10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: http://www.fta.dot.gov/grants/about_FTA_15116.html

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 **Acknowledgment of Support.** The Recipient shall include in any publication of any material, whether copyrighted or not, based on or developed under this agreement, the following acknowledgment of USDOT support and disclaimer:

"This material is based upon work supported by the USDOT under FTA FY 2018 BUILD Grant No. [#].

Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the USDOT."

11.2 **Annual Certifications and Assurances.** The Recipient hereby certifies that it has executed the FTA Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2018.

11.3 **Final Section.** There are no other special grant requirements for this project.

ARTICLE 12. EXECUTION

12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2018 BUILD Transportation Discretionary Grant when it is signed and dated by the authorized official of the USDOT and the USDOT awards the funding through TrAMS.

EXECUTION BY THE USDOT

Executed this _____ day of _____, 201__.

Signature of USDOT's Authorized Representative

Name of USDOT's Authorized Representative

Title

EXECUTION BY [NAME OF RECIPIENT]

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this _____ day of _____, 201__.

Signature of Recipient's Authorized Representative

Name of Recipient's Authorized Representative

Title

EXECUTION BY AGENT/DESIGNEE

The Designee, **[INSERT NAME OF DESIGNEE]**, agrees to accomplish all elements of the Project in compliance with the terms and conditions of this agreement and those included in, referenced in, or attached in TrAMS.

Executed this _____ day of _____, 201__.

Signature of Designee's Authorized Representative

Name of Designee's Authorized Representative

Title

**ATTACHMENT A
STATEMENT OF WORK**

INSTRUCTIONS FOR COMPLETING ATTACHMENT A: The Recipient must describe the project that DOT agreed to fund, which is typically the project that was described in the BUILD Transportation application or a reduced-scope version of that project. The Statement of Work must include a description of all major activities that will be completed as part of the project, including major construction activities. The activities described in this attachment should align with the activities in Attachment B (Estimated Project Schedule) and Attachment C (Estimated Project Budget). If the project will be completed in segments or phases, describe each segment or phase.

Provide this information directly in this document; separate files, including PDF and Excel files, are not acceptable.

[INSERT THE COMPLETE PROJECT DESCRIPTION INCLUDED IN TRAMS]

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: The Recipient must provide a detailed breakdown of the Project's schedule. This schedule must include all major activities that will be completed as part of the Project, including major construction activities. The activities described in this attachment should align with the activities in Attachment A (Statement of Work) and Attachment C (Estimated Project Budget). If the Project will be completed in segments or phases, provide a schedule for each segment or phase.

Provide this information directly in this document; separate files, including PDF and Excel files, are not acceptable.

The Recipient repeats the same schedule information in TrAMS.

[Planned or Actual] Start of Preliminary Engineering:	[INSERT DATE]
[Planned or Actual] End of Preliminary Engineering:	[INSERT DATE]
[Planned or Actual] Completion of NEPA:	[INSERT DATE]
[Planned or Actual] Start of Final Design:	[INSERT DATE]
[Planned or Actual] Completion of Final Design:	[INSERT DATE]
[Planned or Actual] Start of Right of Way Acquisition:	[INSERT DATE]
[Planned or Actual] End of Right of Way Acquisition:	[INSERT DATE]
Planned Construction Contract Award Date:	[INSERT DATE]
Planned Construction Start Date:	[INSERT DATE]
[List major construction activities with start and end date for each.]:	[INSERT DATE]
Planned Construction Substantial Completion Date	[INSERT DATE]
Planned Revenue Service Date	[INSERT DATE]
Period of Performance End Date:	[INSERT DATE]
Planned Project Closeout Date:	[INSERT DATE]

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

INSTRUCTIONS FOR COMPLETING ATTACHMENT C: The Recipient must provide a detailed breakdown of the Project's budget. This budget must include all major activities that will be completed as part of the Project, including major construction activities. The activities described in this attachment should align with the activities in Attachment A (Statement of Work) and Attachment B (Estimated Project Schedule). If the project will be completed in segments or phases, provide a budget for each segment or phase.

Provide this information directly in this document; separate files, including PDF and Excel files, are not acceptable.

The Recipient repeats the same budget information in TrAMS.

Activity	FY 2018 BUILD Transportation Discretionary Grant Funds	Other Federal Funds	Match to Other Federal Funds	Local Funds	State Funds	Other Funds	Project Cost

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

Study Area: [Insert description of area to be studied].

Pre-project Measurement Date: [Recipient, please propose a date before the start of construction date that is in section 2.2]

Pre-project Report Date: [Recipient, please propose a date 1-2 months after the start of construction date that is in section 2.2].

Project Outcomes Report Date: [Recipient, please propose a date no later than four years after the revenue service date that is in section 2.2]

Table 1: Performance Measurement Table

<p align="center">[Insert Performance Measure]</p>	<p align="center">[Performance Measure Category] [Describe Performance Measure]</p>	<p align="center">Baseline Measurement: Annual average, accurate as of the Pre- project Measurement Date Interim Performance Measures: Accurate as of [INSERT DATE YEAR ONE] [INSERT DATE YEAR TWO] [INSERT DATE YEAR THREE]</p>	<p align="center">Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning [INSERT DATE YEAR ONE] [INSERT DATE YEAR TWO] [INSERT DATE YEAR THREE]</p>
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ATTACHMENT E
MATERIAL CHANGES FROM APPLICATION

[Describe all material differences between the scope, schedule, and budget described in the application and Attachments A–C. If a difference in the project’s scope is described here, Attachment A should reflect the revised scope; if a difference in the project’s schedule is described here, Attachment B should reflect the revised schedule; if a difference in the project’s budget is described here, Attachment C should reflect the revised budget. The purpose of this Attachment E is to clearly and accurately document the differences to establish the parties’ knowledge and acceptance of those differences. See section 1.2(b).]

ATTACHMENT F
APPROVED PRE-AWARD COSTS

[Except in extraordinary circumstances:]

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included the project costs and documented in this Attachment F. See section 1.5(c).

[In extraordinary circumstances, if pre-award costs have been approved by the Office of the Secretary, the preceding paragraph should be removed and those costs should be itemized here. See section 1.5(c). To the extent possible, this attachment should identify the scope and cost of the authorized pre-award activities.

Previously incurred costs should be listed here only if those costs are included in the budget in Attachment C.]