

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

**GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2014
(Pub. L. 113-76, JANUARY 17, 2014)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2014 TIGER DISCRETIONARY GRANTS)**

CITY OF DURHAM

DUKE BELT LINE TRAIL MASTER PLAN

FHWA FY 2014 TIGER Planning Grant No. [P-#]

This agreement (the “Agreement” or “Grant Agreement”) reflects the selection of City of Durham (“Recipient” or “Recipient”) as a Recipient of a grant awarded under the provisions of The Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014), regarding National Infrastructure Investments (the “Act”). The grant program under the Act is referred to as “FY 2014 TIGER Discretionary Grants” or “TIGER Discretionary Grants.”

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation (“DOT” or the “Government”) and the Recipient. This Agreement will be administered by the Federal Highway Administration (also referred to herein as “FHWA” or the “Government”).
- 1.2 This Grant is made to the Recipient for the project as described in the Recipient’s Technical Application (the “Project”), titled “Duke Belt Line Trail Master Plan”, and the negotiated provisions on the Project’s material terms and conditions, including the Project’s scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of this urban Project.
- 1.3 The Government, having reviewed and considered the Recipient’s Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of **Two Hundred Twenty Two Thousand, Seven Hundred Dollars** (\$222,700), for the entire period of performance (referred to as the “Grant”). This Grant

is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Recipient hereby certifies that not less than Fifty Five Thousand, Six Hundred Seventy-Five Dollars (\$55,675) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. Of this amount \$55,675 will be in matching funding. The Government's liability to make payments to the Recipient under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Recipient agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at:

http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2014_gr_exhbt_tmp/index.htm

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

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the

Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. RECIPIENT AND PROJECT INFORMATION

Recipient, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

This planning project will complete a plan for the Duke Belt Line Trail, which will tie directly into the Durham Station Transportation Center and the Triangle's bus and rail system, paralleling the NC 147 and NC 540 freeways connecting three counties via freeway crossings and neighborhoods north of downtown seamlessly to the regional mobility network. At the southwestern end of the Duke Belt Line Trail corridor lies a multi-modal hub comprised of the Durham Station Transportation Center and Durham Amtrak Station. Combined, these two stations are served by 18 local bus routes, four regional bus routes, two intercity bus operators and six intercity passenger trains. The 2013 City of Durham Comprehensive Plan stresses the importance of bicycling, walking and transit to the overall vitality of the city and the health and quality of life of its citizens. The Duke Belt Line Trail will help alter the historic patterns of regional sprawl and disinvestment in urban neighborhoods, while creating a more vibrant, walkable and livable community, consistent with the Department's Ladders of Opportunity initiative. The Trail will provide the areas north and west of Downtown with a safe and direct bicycling and walking network.

2.2 Project's Schedule Summary (for further information see Attachment B):

Planned Consultant Selection Date	September 30, 2015
Planned Start of Project Date (Notice to Proceed)	November 1, 2015
Planned Draft Project Report Date	September 30, 2016
Planned Final Project Report Date	March 31, 2017
Planned Project Completion Date	June 30, 2017

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$222,700	74.8%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds (City of Durham):	\$75,000	25.2%
In-Kind Match (if any)	\$0	0%
<u>Other Funds (if any):</u>	<u>\$0</u>	<u>0%</u>
Total Project Cost:	\$297,700	100%

If there are any cost savings or if the contract award is under the engineer’s estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Recipient’s funding amount and percentage share may be reduced, provided that the Recipient’s share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Recipient’s and any Sub-Recipient’s Dun and Bradstreet Information:

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

0755666950000

Name of any First-Tier Sub-Recipients or Sub-Recipients: N/A

DUNS No. of First-Tier Sub-Recipient or Sub-Recipient: N/A

2.5 Recipient’s Designation of Official Contact (to whom all communications from Government will be addressed):

Mr. Dale McKeel
 Bicycle and Pedestrian Coordinator
 Department of Transportation
 City of Durham
 101 City Hall Plaza
 Durham, NC 27701-3329
 919-560-4366, ext. 36421
Dale.mckeel@durhamnc.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Recipient may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

2.6 The FHWA Technical Representative (FHWA TR) designated in Section 3.5 herein will assist in monitoring the work under this Agreement. The FHWA TR will oversee the technical administration of this Agreement and act as technical liaison with the recipient. The FHWA TR is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the Agreement funding, delivery schedule, period of

performance or other terms or conditions.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Recipient agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Recipient further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

3.1 Project Progress and Monitoring Reports: Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Recipient shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

The Recipient shall submit an electronic copy, in PDF format, to the FHWA TR, and one electronic copy to the FHWA Planning POC on or before the 20th of the month following the calendar quarter being reported. Reports submitted under this provision satisfy the NOFA requirement for a midterm and final report.

Calendar Quarters are:

- (1) January - March
- (2) April - June
- (3) July - September
- (4) October- December

Each report shall contain concise statements covering the activities relevant to the project, including:

- a summary of work performed for the current quarter;
- a summary of work planned for the upcoming quarter;
- a description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the Grant Agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- a tabulation of the current and cumulative costs expended for each task, by quarter, versus budgeted costs; and
- SF425, Financial Status Report.

- 3.2 **Annual Budget Review and Program Plan:** The Recipient shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.3 Recipient shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the report submitted, e.g., Re: FHWA FY 2014 TIGER Discretionary Grant No. [P-#] – Quarterly Progress Report No. 1 or 2 or 3, etc.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 2 C.F.R. 200.343-.345, as applicable) are completed, and the Government notifies the Recipient and forwards the final Federal assistance payment, or when the Government acknowledges Recipient’s remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Recipient agrees to: (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and (2) provide a report on the final scope of work, schedule, and budget compared against the scope of work described in section 2.1, the Project’s Schedule Summary in section 2.2, and the Project’s Budget Summary in section 2.3.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Bill Marley
Transportation Planner
FHWA North Carolina Division
310 New Bern Avenue
Suite 410
Raleigh, NC 27601
919-747-7028
Bill.Marley@dot.gov

and

Rae Keasler
Federal Highway Administration
Office of Planning, Environment and Realty

1200 New Jersey Avenue, SE
HEPP-20, Mail Stop E72-109
Washington, DC 20590
202-366-0329
Rae.Keasler@dot.gov

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-201
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Recipient without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

- 4.1 An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the FHWA under Grant Agreement [P-#].”

All materials must also contain the following:

“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 FHWA.”

- 4.2 The Recipient shall make available to the Government copies of all work developed in performance of this Grant Agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish, or otherwise use the data developed in the performance of this Agreement pursuant to 2 C.F.R. Part 200.
- 4.3 There are no other special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Recipient and the Government, if any of the following occurs:
- 5.1.1 The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;
- 5.1.2 The Recipient fails to begin the Project before **February 1, 2016**;
- 5.1.3 The Recipient fails to begin expenditure of Grant funds by **March 15, 2016**;
- 5.1.4 The Recipient fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Recipient, or after giving the Recipient a reasonable opportunity to cure such failure; or,
- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by Recipient on or before September 30, 2016. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2021, the “Grant Termination Date.” Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Recipient) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.

6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Recipient and the Government; provided, however, that the Recipient shall execute this Agreement, and then submit three (3) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

DRAFT

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 201__.

Signature of Government's Authorized Representative

Name of Government's Authorized Representative

Title

DRAFT

EXECUTION BY CITY OF DURHAM

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

Thomas J. Bonfield
City Manager

DRAFT

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

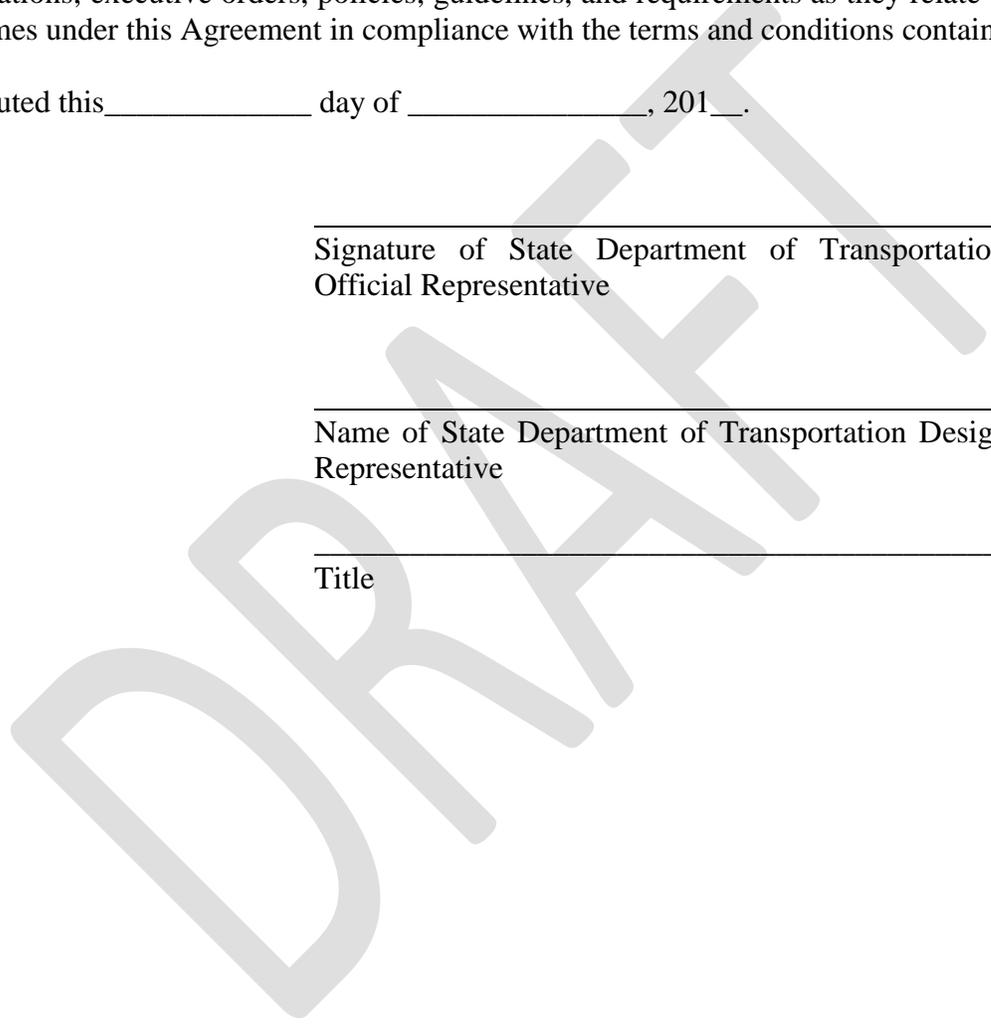
By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Recipient and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Recipient at Recipient’s direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this _____ day of _____, 201__.

Signature of State Department of Transportation Designated
Official Representative

Name of State Department of Transportation Designated Official
Representative

Title



ATTACHMENT A STATEMENT OF WORK

This planning project will complete a plan for the Duke Belt Line Trail, which will tie directly into the Durham Station Transportation Center and the Triangle's bus and rail system, paralleling the NC 147 and NC 540 freeways connecting three counties via freeway crossings and neighborhoods north of downtown seamlessly to the regional mobility network. At the southwestern end of the Duke Belt Line Trail corridor lies a multi-modal hub comprised of the Durham Station Transportation Center and Durham Amtrak Station. Combined, these two stations are served by 18 local bus routes, four regional bus routes, two intercity bus operators and six intercity passenger trains. The 2013 City of Durham Comprehensive Plan stresses the importance of bicycling, walking and transit to the overall vitality of the city and the health and quality of life of its citizens. The Duke Belt Line Trail will help alter the historic patterns of regional sprawl and disinvestment in urban neighborhoods, while creating a more vibrant, walkable and livable community, consistent with the Department's Ladders of Opportunity initiative. The Trail will provide the areas north and west of Downtown with a safe and direct bicycling and walking network.

This Duke Belt Line Trail Master Plan will include the following components:

- Public Participation Strategy
- Project Vision, Goals & Objectives
- Existing Conditions & Corridor Features
- ROW, Utility Covenant & Easement Review
- Title VI/Environmental Justice Analysis
- Analysis of Existing Bridges
- Analysis of Economic, Social & Health Impact
- Safety & Security Evaluation
- Trail Development Guidelines
- Development of Phasing & Funding Strategy
- Development of Construction Cost Estimates
- Development of Maintenance Cost Estimates
- Development of Physical Design Recommendations
- Review of Potential Rail Line Abandonment or Sale of Individual Parcels
- Development of Implementation Program (Acquisition and Funding Strategies)
- Development of Final Plan Document, Public Presentations, and Project Deliverables

ATTACHMENT B ESTIMATED PROJECT SCHEDULE

Planned Consultant Selection Date	September 30, 2015
Planned Start of Project Date	November 1, 2015
Planned Public Participation Strategy Start	November 1, 2015
Planned Public Participation Strategy End	February 29, 2016
Planned Project Vision, Goals & Objectives Start	November 1, 2015
Planned Project Vision, Goals & Objectives End	February 29, 2016
Planned Existing Conditions & Corridor Features Start	November 1, 2015
Planned Existing Conditions & Corridor Features End	March 30, 2016
Planned ROW, Utility Covenant & Easement Review Start	November 1, 2015
Planned ROW, Utility Covenant & Easement Review End	March 30, 2016
Planned Title VI/Environmental Justice Analysis Start	November 1, 2015
Planned Title VI/Environmental Justice Analysis End	March 30, 2016
Planned Analysis of Existing Bridges Start	November 1, 2015
Planned Analysis of Existing Bridges End	June 30, 2016
Planned Analysis of Economic, Social & Health Impact Start	November 1, 2015
Planned Analysis of Economic, Social & Health Impact End	June 30, 2016
Planned Safety & Security Evaluation Start	November 1, 2015
Planned Safety & Security Evaluation End	September 30, 2016
Planned Trail Development Guidelines Start	November 1, 2015
Planned Trail Development Guidelines End	September 30, 2016
Planned Development of Phasing & Funding Strategy Start	February 29, 2016
Planned Development of Phasing & Funding Strategy End	September 30, 2016
Planned Development of Construction Cost Estimates Start	February 29, 2016
Planned Development of Construction Cost Estimates End	September 30, 2016
Planned Development of Maintenance Cost Estimates Start	February 29, 2016
Planned Development of Maintenance Cost Estimates End	September 30, 2016

Development of Physical Design Recommendations Start	February 29, 2016
Development of Physical Design Recommendations End	September 30, 2016
Review of Potential Rail Line Abandonment or Sale of Individual Parcels Start	February 29, 2016
Review of Potential Rail Line Abandonment or Sale of Individual Parcels End	September 30, 2016
Development of Implementation Program (Acquisition and Funding Strategies) Start	February 29, 2016
Development of Implementation Program (Acquisition and Funding Strategies) End	September 30, 2016
Development of Final Plan Document, Public Presentations, and Project Deliverables Start	January 31, 2016
Development of Final Plan Document, Public Presentations, and Project Deliverables End	June 30, 2017
Planned Public Meeting	February 29, 2016
Planned Draft Project Report Date	September 30, 2016
Planned Public Hearing	January 31, 2017
Planned Final Project Report Date	March 31, 2017
Planned Project Completion Date	June 30, 2017
Planned Project Closeout Date	September 30, 2017

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

Activity	FY14 TIGER Funds	Local Funds (City of Durham)	Project Cost
Public Participation Strategy	\$34,009	\$0	\$34,009
Project Vision, Goals & Objectives	\$1,400	\$0	\$1,400
Existing Conditions & Corridor Features	\$33,300	\$0	\$33,300
ROW, Utility Covenant & Easement Review	\$10,500	\$0	\$10,500
Title VI/Environmental Justice Analysis	\$8,400	\$0	\$8,400
Analysis of Existing Bridges	\$17,304	\$0	\$17,304
Analysis of Economic, Social & Health Impact	\$0	\$0	\$0
Safety & Security Evaluation	\$5,600	\$0	\$5,600
Trail Development Guidelines	\$5,600	\$0	\$5,600
Development of Phasing & Funding Strategy	\$16,000	\$0	\$16,000
Development of Construction Cost Estimates	\$16,000	\$0	\$16,000
Development of Maintenance Cost Estimates	\$25,600	\$0	\$25,600
Development of Physical Design Recommendations	\$48,987	\$26,613	\$75,600
Review of Potential Rail Line Abandonment or Sale of Individual Parcels	\$0	\$5,600	\$5,600
Development of Implementation Program (Acquisition and Funding Strategies)	\$0	\$22,400	\$22,400
Development of Final Plan Document, Public Presentations, and Project Deliverables	\$0	\$20,387	\$20,387
Total	\$222,700	\$75,000	\$297,700