

PGA: TIGER Application
SUBRECIPIENT: Fort Bend County
FAIN: TX-2016-043
CFDA #:
TXDOT PROJECT #: TGR 1701 (11) 043
PROJECT ID #: 51079011117
MASTER GRANT AGREEMENT #: MGA-2017-2021-FT BEND-058

NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

**FISCAL YEAR 2017
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Fort Bend County, called the "Transit Provider".

WITNESSETH

WHEREAS,

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to funds ; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2017 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 114497; and,

WHEREAS, the Transit Provider must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 10/04/2016, whichever is later. This PGA shall remain in effect until 11/30/2018, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A.** The Transit Provider shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B.** If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is \$304,000 and 30,755 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ARTICLE 7. ACCESS TO INFORMATION

The Transit Provider is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Signature

Title

Date

THE STATE OF TEXAS

Signature

Public Transportation Coordinator

Title

Date

List of Attachments

A – Approved Project Description

B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in 2015 Texas Rural Transit Asset Replacement Project (RTARP), submitted in response to the TIGER VII Notice of Funding Opportunity published by US DOT, the Transit Provider will procure transit service vehicles to replace eligible transit vehicles described in the RTARP project, specifically vehicles that are at or above 133% of their expected useful life mileage.

The Transit Provider has noted that grants including TIGER funding require annual reporting of performance measures, including "Number of Unlinked Passenger Counts", "Average Mileage of Fleet", "System/Vehicle Failure", and "Annual Operating Cost" and "Annual Maintenance Cost". As much as possible, these measures will be reported using existing reporting tools, such as the Public Transportation Management System (PTMS) and the PTN-128 online application.

In addition, quarterly progress reports will be required, based upon progress toward completion of milestones.

The budget for this project includes \$119,886 in TIGER funds, \$153,775 in FTA 5311 funds, \$30,339 in state funds, and 30,755 in TDCs to match the 5311 funds.

**ATTACHMENT B
PROJECT BUDGET**

#	Description	Fuel Type	Cost/ Unit	# of Units	Total Cost	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Replace - Bus 30' - 11.12.03	Diesel Fuel	\$152,000	2	\$304,000	\$304,000				\$304,000	X		0
Totals:					\$304,000	\$304,000	\$0	\$0	\$0	\$304,000			30,755