

PGA: SECTION 5309 FEDERAL - CAPITAL INVESTMENT
TRANSIT PROVIDER: **Fort Bend County (5311 Provider)**
DISTRICT: **Houston**
FTA GRANT #: **TX-04-0102-00**
SGR - 5311 Provider
CFDA #: **20.500**
TXDOT PROJECT #: **VCR 1301(12)**
PROJECT GRANT AGREEMENT #: **51 312F7108**
MASTER GRANT AGREEMENT #: **512XXF7052**
FEDERAL TRANSIT ADMINISTRATION NOT RESEARCH AND DEVELOPMENT
Discretionary grant: State of Good Repair, Bus Liveability, & Transit Asset Management Program

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FEDERAL CAPITAL INVESTMENT
FISCAL YEAR 2013
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, 49 United States Code Section 5309, Capital Investment, authorizes the U.S. Secretary of Transportation to make grants to state governments to assist in financing capital projects that will benefit the country's transit systems; and

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 Texas Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved the State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation (TxDOT) to receive federal funds under the Section 5309 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year Grant Application, Part I (GA Part I) (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number **113235** dated Aug. 30, 2012; and

WHEREAS, the Transit Provider must execute a GA Part I (if applicable) and a Fiscal Year Grant Application, Part II (GA Part II) 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 the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **January 22, 2013**, whichever is later. This PGA shall remain in effect until **March 31, 2014**, 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 GA Part I (if applicable) and the GA Part II (federal funds only) 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 Attachment A - Approved Project Description and Project Budget. 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. Attachment A and B is attached to and made a part of this agreement
- 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 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 **\$ 63,000 and 10,710** Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Attachment A.

The original and one copy of the invoice are to be submitted to the following address:

**Texas Department of Transportation
Attn: Travis Madison
Houston Public Transportation Coordinator
7600 Washington Ave
Houston TX 77007**

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

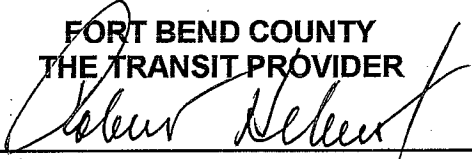
This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

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

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

**FORT BEND COUNTY
THE TRANSIT PROVIDER**



Signature

Robert E. Hebert

Typed, Printed, or Stamped Name

County Judge

Title

3-26-2013

Date

THE STATE OF TEXAS

Signature

Travis Madison

Typed, Printed, or Stamped Name

Houston Public Transportation Coordinator

Title

Date

List of Attachments

A - Approved Project Description and Project Budget

B - U.S. Dept. of Labor Letter

ATTACHMENT A **APPROVED PROJECT DESCRIPTION AND PROJECT BUDGET**

The application for State and Federal assistance, as submitted to the State, is hereby incorporated into this agreement as the project description.

Transit Provider: **Fort Bend County**

TXDOT PROJECT #: **VCR 1301(12)**

PROJECT GRANT AGREEMENT #: **51 312F7108**

VEHICLE	Type	ALI Code	No. Units	Fuel	Total	Federal	Fed %	Local Match	Local %	* TDC's	* TDC's %
Bus <30 Ft	2	11.12.04	1	Diesel	\$63,000	\$63,000	100%	0	0	10,710	17%
Total			5		\$63,000	\$63,000		0	0	10,710	

Per the Texas Administrative Code (TAC) all vehicle and real property titles must list TxDOT as the lienholder.

[http://info.sos.state.tx.us/pls/pub/readtrac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=43&pt=1&ch=31&rl=55](http://info.sos.state.tx.us/pls/pub/readtrac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=43&pt=1&ch=31&rl=55)

(b) Ownership. With regard to vehicles and real property purchased with funds provided by the department through grants executed on or after January 1, 2002, including vehicles and real property transferred from one subrecipient to another, a subrecipient shall record a lien naming the Texas Department of Transportation, Public Transportation Division, as the lienholder. The department may waive this requirement or may approve in writing an alternative form of recording its interest.

* The vehicle-related equipment acquired for the above vehicle(s) must be in compliance with the Americans with Disabilities Act (ADA) and Clean Air Act (CAA) to be eligible for the 83% Federal and 17% Local and/or TDCs Reimbursement Ratio. If for any reason the vehicle-related equipment acquired for the above vehicle(s) is not in compliance with the ADA and CAA, the Reimbursement Ratio will be 80% Federal and 20% Local Match and/or TDCs.