

**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 Saint Paul

Saint Paul Rail to Multimodal Corridor Plan

FHWA FY 2014 TIGER Planning Grant No. P-18

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of the City of Saint Paul ("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 "Saint Paul Rail to Multimodal Corridor 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 **One Hundred Thousand Dollars (\$100,000)**, 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 Twenty Five Thousand Dollars (\$25,000) 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. 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:

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

1.7.1 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 project will fund a design study and master plan for reusing the Canadian Pacific Rail Spur as a multimodal corridor for bicycles, pedestrians, and possibly transit. The five mile rail spur previously served an auto plant, now shut down, and is being studied by others for reuse, but due to institutional barriers, studies are restricted to single modes rather than multimodal use. The overall objective will be to develop a plan for how the bicycle, pedestrian and transit communities can use the rail line.
- 2.2 Project's Schedule Summary (for further information see Attachment B):

Planned Start of Overall Project Date	June 8, 2016
Planned Consultant Selection Date (Grant Agreement Execution)	June 8, 2016
Planned Report Kickoff Date (Notice to Proceed)	July 8, 2016
Planned Draft Project Report Date	May 1, 2017
Planned Public Meeting	June 1, 2017
Planned Public Hearing	August 1, 2017
Planned Final Project Report Date	February 28, 2018
Planned Project Completion Date	March 31, 2018

- 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:	\$100,000	38%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds ¹ :	\$70,000	27%
In-Kind Match ² :	\$62,000	24%

¹ St. Paul Housing and Redevelopment Authority

² St. Paul Planning and Economic Development Staff

Other Funds ³ :	\$30,000	11%
Total Project Cost:	\$262,000	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:

9616633900000

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

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

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

Merritt Clapp-Smith
Principal City Planner
City of Saint Paul
25 West 4th Street
Saint Paul, MN 55102-1632
(651) 266-6547
merritt.clapp-smith@ci.stpaul.mn.us

and

Michael Richardson
City Planner
City of Saint Paul
25 West 4th Street
Saint Paul, MN 55102-1632
(651) 266-6621
mike.richardson@ci.stpaul.mn.us

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.

³ \$20,000 East Metro Strong Partnership & \$10,000 Ford Motor Company

- 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 30th 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-18 – 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:

David Scott
Assistant Division Administrator
Federal Highway Administration – Minnesota Division
380 Jackson Street, Suite 500
St. Paul, MN 55101
(651) 291-6103
david.scott@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 E84-444
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-18.”

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 23 C.F.R. 200.315.
- 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 **July 15, 2016**;
- 5.1.3 The Recipient fails to begin expenditure of Grant funds by **August 31, 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 four (4) 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.

EXECUTION BY THE GOVERNMENT

Executed this 19th day of May, 2016



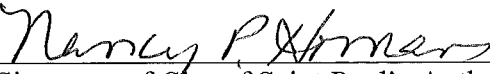
Signature of Government's Authorized Representative

Arlene Kocher
Division Administrator
FHWA Minnesota Division

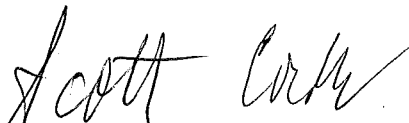
EXECUTION BY THE CITY OF SAINT PAUL

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

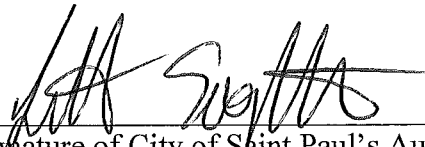
Executed this 16th day of May, 2016.



Signature of City of Saint Paul's Authorized Representative
Christopher B. Coleman
Mayor

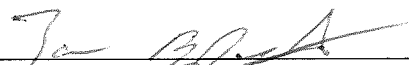


Signature of City of Saint Paul's Authorized Representative
Todd P. Hurley
Director of the Office of Financial Services



Signature of City of Saint Paul's Authorized Representative
Jonathan Sage-Martinson
Director of Planning and Economic Development

Approved as to form:

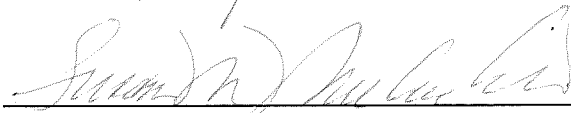


Zac DesAutels
Assistant City Attorney

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 18th day of May, 2016.



Signature of State Department of Transportation Designated
Official Representative

Susan Mulvihill
Deputy Commissioner and Chief Engineer

ATTACHMENT A STATEMENT OF WORK

This project will fund a design study and master plan for reusing the Canadian Pacific Rail Spur as a multimodal corridor for bicycles, pedestrians, and possibly transit. The five-mile rail spur in southwest Saint Paul previously served an auto plant, now shut down, and is being studied by others for reuse, but due to institutional barriers, studies are restricted to single modes rather than multimodal use. The overall objective will be to develop a plan for how the bicycle, pedestrian and transit communities can use the rail line.

Please list major project components here:

- **Plan Review and Context:** Review and inventory corridor planning studies and create a guiding document for project work. Identify project overlap with other efforts and coordinate as necessary.
- **Topographic Survey:** Collect available railroad and County right of way mapping. Perform a total survey of the corridor, including bridges and crossings. Develop and plot corridor base map, right-of-way lines, and base cross sections at a minimum of 500-foot intervals.
- **Project Memorandum:** Prepare Project Memorandum documenting project background, needs, conditions, improvements, impacts, and design criteria. Review project path, identifying potential impacts, design issues, and environmental constraints. Analyze potential social, economic, and environmental effects of projects, and identify potential mitigation strategies.
- **Corridor Background Data (inventories):** Inventory existing physical characteristics of the corridor, including soils, vegetation, wetlands, structures, utilities, stormwater infrastructure, and other transportation corridors.
- **Preliminary Design:** Develop preliminary typical sections with alternatives as appropriate and create design schematics for each major system in the corridor.
- **Public and Stakeholder Review:** Review preliminary design with key City/County staff and other key agencies, then revise based on feedback. Distribute revised preliminary design in preparation for a series of public meetings. Conduct at least two public meetings near the corridor to present preliminary design and receive feedback. Revise designs based on public feedback.
- **Comprehensive Preliminary Design Study:** Prepare corridor cross sections, construction staging plans, and detailed cost estimate. Document environmental impacts and design mitigation in anticipation of NEPA or other environmental reviews. Review final plans and cost with City/County staff and key agencies, and revise based on feedback.
- **Operations & Maintenance (O&M) Plan and Cost Estimates:** Identify regulations and ordinances affecting trail. Prepare estimated O&M costs, energy use and conservation plan, solid waste disposal and recycling plan. Create summary report on estimated annual O&M costs and responsible parties. Create O&M plan with identified responsible parties.
- **Project Management and Administration**

ATTACHMENT B ESTIMATED PROJECT SCHEDULE

Planned Start of Overall Project Date	June 8, 2016
Planned Consultant Selection Date	June 8, 2016
Planned Report Kickoff Date (Notice to Proceed)	July 8, 2016
Planned Draft Project Report Date	May 1, 2017
Planned Public Meeting	June 1, 2017
Planned Public Hearing	August 1, 2017
Planned Final Project Report Date	February 28, 2018

List start and end date of major project components here:

Activity	Start	End
Plan Review and Context	July 1, 2016	July 30, 2016
Topographic Survey	July 1, 2016	August 31, 2016
Project Memorandum	August 15, 2016	November 31, 2016
Corridor Background Data (inventories)	October 1, 2016	November 31, 2016
Preliminary Design	December 1, 2016	March 31, 2017
Public and Stakeholder Review	April 1, 2017	August 31, 2017
Comprehensive Preliminary Design Study	September 1, 2017	February 28, 2018
Operations & Maintenance Plan and Cost Estimates	January 1, 2017	March 31, 2018
Project Management and Administration	June 8, 2016	March 31, 2018
Planned Project Completion Date		March 31, 2018
Project Closeout Date		September 30, 2018

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

Activity	FY14 TIGER Funds	Local Funds				Private Funds ⁴	Total Project Cost
		Other ⁵		In-Kind Staffing ⁶			
		Match	Beyond Match	Match	Beyond Match		
Plan Review and Context		\$1,000	\$1,000		\$5,000		\$7,000
Topographic Survey		\$9,000	\$9,000		\$2,000		\$20,000
Project Memorandum	\$15,000						\$15,000
Corridor Background Data (Inventories)					\$5,000	\$20,000	\$25,000
Preliminary Design	\$55,000						\$55,000
Public and Stakeholder Review	\$30,000				\$15,000		\$45,000
Comprehensive Preliminary Design Study			\$50,000		\$10,000	\$10,000	\$70,000
Operations & Maintenance Plan and Cost Estimates					\$10,000		\$10,000
Project Management and Administration				\$15,000			\$15,000
Total	\$100,000	\$10,000	\$60,000	\$15,000	\$47,000	\$30,000	\$262,000

⁴ \$20,000 East Metro Strong Partnership & \$10,000 Ford Motor Company

⁵ St. Paul Housing and Redevelopment Authority

⁶ St. Paul Planning and Economic Development Staff