

RESOLUTION 2022-40

AUTHORIZING THE EXECUTION OF A PROJECT GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FOR THE FY2020 BUILD GRANT AWARD FOR THE RAIL CAR REPLACEMENT PROGRAM – PHASE I (RTA DEVELOPMENT FUND – ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (“GCRTA”) submitted a FY2020 Better Utilizing Investments to Leverage Development (BUILD) grant application on May 20, 2020 for the Rail Car Replacement Program – Phase I to partially fund the manufacturing and delivery of new rail cars to replace the heavy rail vehicles (HRV) serving the Red Line; and

WHEREAS, on September 16, 2020 the United States Department of Transportation (“USDOT”) recommended a FY2020 BUILD Grant award of \$15 million for the Rail Car Replacement Program – Phase I; and

WHEREAS, the Project Grant Agreement was developed and is ready for execution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

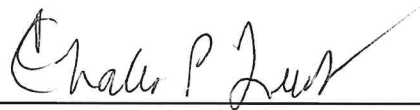
Section 1. That the General Manager, Chief Executive Officer of GCRTA be and is hereby authorized to enter into a Project Grant Agreement with the USDOT for the FY2020 BUILD Grant award for the Rail Car Replacement Program – Phase I.


Section 2. That the \$15 million BUILD Grant funds will be used solely towards the manufacturing and delivery of new rail cars to replace the existing HRV fleet.

Section 3. GCRTA’s share of the local match will be payable from the RTA Development Fund, Engineering & Project Development Department Budget, including but not limited to, 100% local funds in the amount of \$3,750,000.

Section 4. That this resolution shall become effective immediately upon its adoption.

Adopted: April 26, 2022

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: PROJECT GRANT AGREEMENT FOR FY2020 BUILD GRANT		Resolution No.: <b>2022-40</b>
VENDOR: UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)		Date: April 21, 2022
AMOUNT: \$15,000,000.00		Initiator: Engineering & Project Development
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

- 1.0 PURPOSE/SCOPE: This resolution seeks Board approval to authorize the execution of the Project Grant Agreement (PGA) for the FY2020 BUILD Grant awarded for the Rail Car Replacement Program – Phase I.
- 2.0 DESCRIPTION/JUSTIFICATION: On May 20, 2020, GCRTA submitted a BUILD Grant application to partially fund the manufacturing and delivery of new rail cars to replace our current Heavy Rail Vehicles (HRV) serving the Red Line. On September 16, 2020, the USDOT recommended a BUILD Grant award of \$15 million for our Rail Car Replacement Program – Phase I. The draft PGA was developed with input from USDOT, FTA Region 5, and GCRTA staff, and is ready for execution. The PGA reflects the current scope of work, schedule, budget and performance measurements for the replacement of the HRV fleet.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The \$15 million BUILD Grant award is committed toward the manufacturing and delivery of the new HRV vehicles within the overall Rail Car Replacement Program. The Authority’s share of the local match will be payable from the RTA Development Fund, Engineering & Project Development Department Budget, including but not limited to 100% local funds in the amount of \$3,750,000.
- 7.0 ALTERNATIVES: The GCRTA can refrain from entering into the PGA with the USDOT and forego the grant award.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution authorizing the General Manager, Chief Executive Officer to execute the PGA with the USDOT.
- 9.0 ATTACHMENTS: Draft Agreement

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
 \_\_\_\_\_  
 General Manager, Chief Executive Officer

**U.S. DEPARTMENT OF TRANSPORTATION**  
**GRANT AGREEMENT UNDER THE**  
**FISCAL YEAR 2020 BUILD TRANSPORTATION GRANTS PROGRAM**

This agreement is between the United States Department of Transportation (the “USDOT”) and the Greater Cleveland Regional Transit Authority (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a BUILD Grant for the Rail Car Replacement Program – Phase I.

The parties therefore agree to the following:

**Article 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2020 BUILD Transportation Grants Program: FTA Projects,” dated April 5, 2021, which is available at: <https://www.transportation.gov/policy-initiatives/build/grant-agreements>. Articles 8–24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**Article 2**  
**APPLICATION, PROJECT, AND AWARD**

- 2.1 Application.** The application for funding was dated May 15, 2020, and titled “Greater Cleveland Regional Transit Authority Rail Car Replacement Program – Phase I.” It

contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

**2.2 Project.** In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

**2.3 Federal Award and Federal Obligation.**

The USDOT hereby awards a BUILD Grant to the Recipient in the amount of \$15,000,000 and obligates that amount for the budget period.

**2.4 Award Dates.**

Budget Period End Date:	August 31, 2026
Period of Performance End Date:	August 31, 2026
Estimated Closeout Date:	December 31, 2026

**2.5 Urban or Rural Designation.** The USDOT hereby designates this to be an award to a project in an urban area.

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

**[INSERT FAIN USED FOR DATA ACT REPORTING]**

**Article 3  
SUMMARY PROJECT INFORMATION**

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

GCRTA’s Rail Car Replacement Program is a program, consisting of replacing aging rail cars with new state-of-the-art vehicles along with all associates costs. The program is broken into two phases. Phase I is the replacement of 40 heavy rail vehicles (HRV’s) with at least 30 new rail cars estimated at \$180 million.

The scope of Phase I includes four components:

1. Design and Inspection
2. Rail Car Manufacturing and Delivery
3. Infrastructure and Equipment Upgrades
4. Contingency

The BUILD grant will be used to partially fund the Rail Car Manufacturing and Delivery component of the Rail Car Replacement Program – Phase I.

**3.2 Project’s Estimated Schedule.**

Milestone	Schedule Date
RFP for Rail Car Manufacturers Issued:	October 11, 2021
Proposals for Rail Car Manufacturers Due:	March 9, 2022
Award Rail Car Manufacturer Contract:	August 23, 2022
Delivery of 1 <sup>st</sup> (Pilot) Rail Car:	March 31, 2025
Delivery of Final Rail Cars:	March 31, 2026
Complete Infrastructure and Equipment Upgrades	August 30, 2026
Begin Revenue Service with New Rail Cars:	August 31, 2026

**3.3 Project’s Estimated Budget.** (See Attachment B for additional details).

<b>Eligible Project Costs</b>	
BUILD Grant Amount:	\$15,000,000
Other Federal Funds: (1)	\$124,500,000
State Funds: (2)	\$4,500,000
Local Funds: (3)	\$36,000,000
<b>Total Eligible Project Cost:</b>	<b>\$180,000,000</b>

- (1) FTA Section 5307 and 5337 formula funds, ODOT & NOACA STBG (FHWA flex) funds
- (2) General Revenue funding through ODOT’s Ohio Transit Preservation Partnership (OTP2) program
- (3) GCRTA local funds

**Article 4  
CRITICAL MILESTONE DEADLINES**

Critical Milestone Deadlines. **None.** The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may

terminate this award under section 16.1(a) on some conditions related to the Project's estimated schedule, as listed in section 3.2.

**Article 5  
PARTY INFORMATION**

**5.1 Recipient's Unique Entity Identifier.**

Recipient's Unique Entity Identifier: 0711360710000

**5.2 Recipient Contact(s).**

Name: Mary Flannery  
Title: Grant Management Administrator  
Agency: Greater Cleveland Regional Transit Authority  
Address: 1240 West Sixth Street  
Cleveland, Ohio 44113-1302  
Phone Number: 216-356-3177  
Email Address: mflannery@gcrta.org

**5.3 Recipient Key Personnel.**

None. The parties have not identified any individuals as key personnel for this award.

**5.4 USDOT Project Contact(s).**

Name: Kelley Brookins  
Title: Regional Administrator  
Agency: US DOT Federal Transit Administration, Region V  
Mailing Address: 200 West Adams, Suite 320  
Chicago, IL 60606  
Phone Number: 312.353.1654  
Email Address: kelley.brookins@dot.gov

**Article 6  
USDOT ADMINISTRATIVE INFORMATION**

**6.1 Payment System.**

USDOT Payment System: ECHO

**6.2 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: None

**Article 7**  
**SPECIAL GRANT TERMS**

There are no special terms for this award.

## ATTACHMENT A STATEMENT OF WORK

GCRTA's Rail Car Replacement Program is a program, consisting of replacing aging rail cars with new state-of-the-art vehicles along with all associated costs. The program is broken into two phases. Phase I is the replacement of 40 heavy rail vehicles (HRV's) with at least 30 new rail cars estimated at \$180 million.

The scope of Phase I includes four components, described as follows:

1. Design and Inspection – This component includes the design, specifications, testing, inspection, safety certification, and other professional services required for the program. It also includes GCRTA's administrative and force account costs to manage and implement the program.
2. Rail Car Manufacturing and Delivery – This component includes the Rail Car Manufacturing contract and includes all costs the vendor will incur in the manufacture, delivery and acceptance testing prior to a minimum of 30 new cars entering revenue service. The BUILD grant will partially fund this component of Phase I, and will only be used to fund this component of the program.
3. Infrastructure and Equipment Upgrades – It is anticipated that the height, width, length and weight of the new rail cars will vary from the existing HRV fleet being replaced. This component includes design and construction of upgrades to the rail maintenance facility, equipment, rail stations, platforms, and track alignment to accommodate the new rail cars.
4. Contingency – This component is an unallocated contingency fund included in the \$180 million budget for Phase I.



**ATTACHMENT B  
ESTIMATED PROJECT BUDGET**

**1. Supplementary Fund Source Table(s)**

The following information and table supplement the budget information in section 3.3.

GCRTA has begun the design and inspection phase of the program, which is funded entirely from FTA Section 5307 and 5337 formula funds. As of December 13, 2021, \$1,112,900.49 (\$890,320.39 Federal and \$222,580.10 GCRTA Local) has been expended against grant OH-2020-044.

FTA grant OH-2020-044 also includes the NOACA funding identified below for the Rail Car Replacement Program – Phase I.

GCRTA has also executed FTA grant OH-2021-050 that includes funding for the Rail Car Replacement Program – Phase I.

<b>Eligible Costs</b>					
	<b>Design and Inspection</b>	<b>Rail Car Manufacturing and Delivery</b>	<b>Infrastructure and Equipment Upgrades</b>	<b>Contingency</b>	<b>Total</b>
BUILD Funds:	\$0	\$15,000,000	\$0	\$0	<b>\$15,000,000</b>
Other Federal Funds: (1)	\$3,200,000	\$100,500,000	\$8,000,000	\$12,800,000	<b>\$124,500,000</b>
ODOT Funds; (2)	\$0	\$4,500,000	\$0	\$0	<b>\$4,500,000</b>
GCRTA Local Funds: (3)	\$800,000	\$30,000,000	\$2,000,000	\$3,200,000	<b>\$36,000,000</b>
<b>Total:</b>	<b>\$4,000,000</b>	<b>\$150,000,000</b>	<b>\$10,000,000</b>	<b>\$16,000,000</b>	<b>\$180,000,000</b>

- (1) Other Federal funds include Section 5307 and 5337 formula funds, ODOT & NOACA STBG (FHWA flex funds) as well as funds committed in GCRTA’s CIP that extends beyond the current TIP.
- (2) ODOT funds include General Revenue funding through ODOT’s Ohio Transit Preservation Partnership (OTP2) program, awarded for the replacement of HRV rail cars.
- (3) GCRTA Local funds are from local revenue sources in GCRTA’s Rolling Stock Replacement Reserve Fund that will be used to match all grants for the program.

2. Cost Classification Table

<b>Cost Classification</b>	<b>Eligible Costs</b>
Administrative and legal expenses	500,000
Architectural and engineering fees	3,500,000
Equipment	150,000,000
Construction	10,000,000
Contingency	16,000,000
<b>Project Total</b>	<b>180,000,000</b>

**ATTACHMENT C  
PERFORMANCE MEASUREMENT TABLE**

**Study Area:** Performance of the rail cars that will be replacing our current Heavy Rail Vehicles (HRV's) serving the Red Line

**Pre-project Measurement Date:** Three years of data from January 1, 2019 – December 31, 2021

**Pre-project Report Date:** March 31, 2022

**Project Outcomes Report Date:** March 31, 2030

**Table 1: Performance Measurement Table**

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Miles between service interruptions	<i>Economic Competitiveness:</i> Grantee will track and provide performance data annually for the “mean distance between major mechanical failures” consistent with our PTASP safety Performance Target for the HRV's. The current 2021 target is 12,191 miles between service interruption. The goal is to improve that target to 80,000 once the new rail cars are in service. Our pre-project report will cover calendar years 2019, 2020, and 2021.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of December 31, 2027 December 31, 2028 December 31, 2029	Baseline Measurement: Pre-project Report Date May 31, 2022 Post-construction Performance Measures: For a period of 3 years, beginning January 1, 2027
Annual maintenance	<i>State of Good Repair:</i> Grantee will track and provide performance data annually for	Baseline Measurement: Annual average,	Baseline Measurement: Pre-project Report Date May 31, 2022

<p>cost per vehicle</p>	<p>the total vehicle maintenance costs including wages, salaries, and expenses incurred during all activities keeping vehicles operational and in good repair, including administrative and clerical activities. In 2018 our costs were \$246,590 per HRV and our goal is for the costs to decrease to \$160,000 once the new rail cars are in service. Our pre-project report will cover calendar years 2019, 2020, and 2021.</p>	<p>accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of December 31, 2027 December 31, 2028 December 31, 2029</p>	<p>Post-construction Performance Measures: For a period of 3 years, beginning January 1, 2027</p>
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**ATTACHMENT D  
MATERIAL CHANGES FROM APPLICATION**

The following describes all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in article 3 and Attachments A–B.

**Scope:** The Scope for the Phase I project has been revised to replace the existing 40 HRV’s with a minimum of 30 common rail cars capable of running on both the Heavy Rail and Light Rail systems.

**Schedule:** The Schedule for the Phase I project has been revised and lengthened as our first attempt to procure a rail car manufacturer was unsuccessful and resulted in the procurement cancellation on June 11, 2021. GCRTA gathered industry feedback, revised our specifications, increased our budget, lengthened the time for production and delivery of the vehicles and re-issued the RFP on October 11, 2021.

The table below shows a summary comparison of key dates from the application and our current schedule.

<b>Milestone</b>	<b>BUILD Application</b>	<b>Current Schedule</b>
RFP for Rail Car Manufacturers Issued:		October 11, 2021
Proposals for Rail Car Manufacturers Due:		March 9, 2022
Award Rail Car Manufacturer Contract:	May 18, 2021	August 23, 2022
Delivery of 1 <sup>st</sup> (Pilot) Rail Car:	May 31, 2023	March 31, 2025
Delivery of Final Rail Car:	July 31 2024	March 31, 2026
Complete Infrastructure and Equipment Upgrades	July 31, 2024	August 30, 2026
Begin Revenue Service with New Rail Cars:		August 31, 2026

**Budget:**

The table below provides a summary comparison of the project budget from the BUILD application and our current budget for the Rail Car Replacement Program - Phase I.

Fund Source	BUILD Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Total Project Cost	<b>125,000,000</b>	<b>100.0</b>	<b>180,000,000</b>	<b>100.0</b>
Total Non-BUILD Previously Incurred Cost				
Federal Funds				
ODOT Funds				
Local GCRTA Funds				
Total Eligible Project Cost	<b>125,000,000</b>	<b>100.0</b>	<b>180,000,000</b>	<b>100.0</b>
BUILD Funds	15,000,000	12.0	15,000,000	8.3
Other Federal Funds	80,500,000	64.4	124,500,000	69.2
ODOT Funds	4,500,000	3.6	4,500,000	2.5
Local GCRTA Funds	25,000,000	20.0	36,000,000	20.0

**ATTACHMENT E**  
**APPROVED PRE-AWARD COSTS**

GCRTA has expended costs for the Design and Inspection phase of the Phase I program which has been funded in FTA grant OH-2020-044; these are eligible costs for this program.

GCRTA has also executed FTA grant OH-2021-050, which provides funding for the Phase I program. At this time, no funds for the Phase I program have been expended from this grant.

GCRTA is not seeking pre-award authority for the BUILD grant. The BUILD grant will only be funding the Rail Car Manufacturing and Delivery component of Phase I. That contract is currently in the procurement process, with contract award scheduled for August 23, 2022. We anticipate that the BUILD grant agreement will be executed prior to that date.

**RECIPIENT SIGNATURE PAGE**

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Greater Cleveland Regional Transit Authority

\_\_\_\_\_ By: \_\_\_\_\_  
Date

India L. Birdsong  
General Manager, Chief Executive Officer

The legal form and correctness of the within instrument are hereby approved

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Affairs



**USDOT SIGNATURE PAGE**

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Signature of USDOT's Authorized Representative  
Kelley Brookins  
US DOT Federal Transit Administration  
Regional Administrator, Region V

**U.S. DEPARTMENT OF TRANSPORTATION**  
**GENERAL TERMS AND CONDITIONS UNDER THE**  
**FISCAL YEAR 2020 BUILD TRANSPORTATION GRANTS PROGRAM:**  
**FTA PROJECTS**

**APRIL XX, 2021**

The Further Consolidated Appropriations Act, 2020, Pub. L. No. 116-94 (Dec. 20, 2019) appropriated funds to the United States Department of Transportation (the “**USDOT**”) under the heading “National Infrastructure Investments.” The funds are available to provide Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the BUILD Transportation Grants program.

The USDOT published a “Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2020,” 85 Fed. Reg. 10,811 (February 25, 2020) (the “**NOFO**”) to solicit applications for Federal financial assistance. In these general terms and conditions, “**BUILD Grant**” means an award of funds that were made available under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2020 BUILD Transportation Grants program. Articles 1–7 are in the project-specific portion of the agreement. The terms “Project” and “Recipient” are defined in those articles. Attachments A through E are project-specific attachments.

**Article 8**  
**PURPOSE**

- 8.1 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 Technical Application, as modified by section 3.3 and Attachment B.
- 8.2 Technical Application.** In this agreement, “**Technical Application**” means the application identified in section 2.1.

## Article 9 USDOT ROLE

### 9.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the BUILD Transportation Grants program, the approval of this agreement, and any modifications to this agreement under section 21.1.
- (b) The Federal Transit Administration ("FTA") will administer this agreement on behalf of the USDOT. In this agreement, the "Administering Operating Administration" means FTA.

### 9.2 USDOT Program Contacts.

Victor Waldron  
BUILD Transportation Program Manager  
Federal Transit Administration  
1200 New Jersey Avenue SE  
Room E44-431  
Washington, DC 20590  
(202) 366-5183  
Victor.Waldron@dot.gov

and

OST BUILD Transportation Discretionary Grants Coordinator  
United States Department of Transportation  
Office of the Secretary  
1200 New Jersey Avenue SE  
Room W84-227  
Washington, DC 20590  
(202) 366-8914  
[BUILDGrants@dot.gov](mailto:BUILDGrants@dot.gov)

## Article 10 RECIPIENT ROLE

### 10.1 Statements on the Project.

- (a) The Recipient states that:
  - (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

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

(b) The Recipient acknowledges that

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO; and
- (3) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**10.2 Statements on Capacity.** The Recipient states that:

- (1) it has the legal authority to complete the Project;
- (2) not less than the difference between the "Total Eligible Project Cost" and the "BUILD Grant Amount" listed in section 3.3 are committed to fund the Project; and
- (3) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law.

**10.3 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

**10.4 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, to promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

**10.5 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in section 5.4 in writing within 30 calendar days of any change in key personnel who are identified in section 5.3.

## Article 11 AWARD INFORMATION

- 11.1 Limitation of Federal Award Amount.** Under this award; the USDOT shall not provide funding greater than the amount obligated under section 2.3. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 11.2 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4.
- 11.3 Period of Performance.** 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 2.4.
- 11.4 Assistance Listings Information.** This award is under the program with Assistance Listings Title “National Infrastructure Investments” and Assistance Listings Number 20.933.
- 11.5 Research and Development Designation.** This award is not for research and development.

## Article 12 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 12.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 12.1 is separate from any requirements under this article 12 that the Recipient request modification of this agreement.
- 12.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 3.1 and Attachment A.
- 12.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2;

- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 2.4; or
- (3) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.4.

For other schedule changes, the Recipient shall request a modification of this agreement unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

#### **12.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) If, in comparing the Project's budget to the amounts listed in section 3.3, the "Other Federal Funds" amount increases or one or more of the "State Funds," "Local Funds," "Other Funds," or "Total Eligible Project Cost" amounts decrease, then the Recipient shall request a modification of this agreement to update section 3.3 and Attachment B. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (c) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, 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 8.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.
- (d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 12.4(c) or the USDOT does not accept the Recipient's proposal under section 12.4(c), then:
  - (1) in a request under section 12.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 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**” amounts that are listed in section 3.3.

- (e) The Recipient acknowledges that amounts that are required to be refunded under section 12.4(d)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

**12.5 USDOT Acceptance of Changes.** The USDOT may accept or reject modifications requested under this article 12, 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 12 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 21.1.

### **Article 13 GENERAL REPORTING TERMS**

- 13.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5.4 and all USDOT contacts who are listed in section 9.2.
- 13.2 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.
- 13.3 Reporting as History of Performance.** Under 2 C.F.R 200.206, 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.
- 13.4 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 14 PROGRESS AND FINANCIAL REPORTING**

- 14.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the budget period end date that is

listed in section 2.4, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in Exhibit D. 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.

**14.2 Final Progress Reports and Financial Information.** No later than 90 days after the budget period end date that is listed in section 2.4, the Recipient shall submit

- (1) a Final Project Progress Report and Recertification in the format and with the content described in Exhibit D for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

## **Article 15 PERFORMANCE REPORTING**

**15.1 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 C.

**15.2 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 C, 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 C, accurate as of the Pre-project Measurement Date that is stated in Attachment C; and
- (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

**15.3 Post-construction 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 C, 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 Post-construction Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.



**15.4 Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment C, 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.

**15.5 Performance Reporting Survival.** The data collection and reporting requirements in this article 15 survive the termination of this agreement.

## Article 16 AGREEMENT TERMINATION

### 16.1 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 article 3;
  - (2) a construction start date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (3) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to meet a milestone listed in section 4.1 by the deadline date listed in that section for that milestone;
  - (5) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 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.

**16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) 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. 200.344, Project Closeout should occur no later than one year after the period of performance end date that is listed in section 2.4.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

**16.4 Non-Terminating Events.**

- (a) The end of the budget period described under section 11.2 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 11.3 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (c) The cancellation of funds under section 20.2 does not terminate this agreement or the Recipient’s obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

**Article 17**  
**MONITORING, FINANCIAL MANAGEMENT, AND RECORDS**

**17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

**17.3 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.3(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall make available to the USDOT and the Comptroller General of the United States any books, documents, papers, and records of the Recipient that are related to this award for the purpose of audit and examination.
- (d) If an independent audit is made of the accounts of a Recipient relating to the Project or this award, the Recipient shall file a certified copy of that audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.
- (e) The Recipient shall separately identify expenditures under the fiscal year 2020 BUILD Transportation Grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2020” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC (March 25, 2019), including “FY 2020” in column c (“Additional Award Identification”).

**Article 18  
CONTRACTING AND SUBAWARDS**

**18.1 Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that

contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**18.2 Buy America.**

- (a) Steel, iron, and manufactured goods used in the Project are subject to 49 U.S.C. 5323(j), as implemented by the Federal Transit Administration at 49 C.F.R. part 661. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. 5323(j)(1) nor a finding under 49 U.S.C. 5323(j)(2).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

**18.3 Small and Disadvantaged Business Requirements.** If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”). The Recipient shall expend all other funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

**18.4 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104, or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

**18.5 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**18.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**18.7 Pass-through Entity Responsibilities.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.8 Subaward and Contract Authorization.** [Reserved]

**Article 19  
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**19.1 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.2 Timing of Project Costs.**

- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in Attachment E and would have been allowable if incurred during the budget period. 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 E is the exclusive USDOT approval of costs incurred before the date of this agreement.

**19.3 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.4 Unexpended Federal Funds.** Any Federal funds that are awarded at section 2.3 but not expended on allocable, allowable costs remain the property of the United States.

**19.5 Timing of Payments to the Recipient.**

- (a) Reimbursement is the payment method for the BUILD Transportation Grants program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

**19.6 Payment Method.**

- (a) If the USDOT Payment System identified in section 6.1 is “ECHO,” then the Recipient shall use the Electronic Clearing House Operation (“ECHO”) to request reimbursement.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in this section 19.6.

### **19.7 Information Supporting Expenditures.**

- (a) If the USDOT Payment System identified in section 6.1 is “ECHO,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall retain documentary evidence supporting details of all costs incurred, including the Federal share and the Recipient’s share of costs, proof of payment of an invoice, and information demonstrating that the costs are allocable to the Project and allowable under this agreement.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.8 Reimbursement Request Timing and Frequency.** If the USDOT Payment System identified in section 6.1 is “ECHO,” the Recipient shall request reimbursement as needed to maintain cash flow sufficient to timely complete the Project.

## **Article 20 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

### **20.1 Liquidation of Recipient Obligations.**

- (a) The Recipient shall liquidate all obligations under this award not later than 120 days after the period of performance end date that is listed in section 2.4. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 20.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

**20.2 Funds Cancellation.** Outstanding FY 2020 BUILD Transportation Discretionary Grant balances are canceled by statute after September 30, 2027, and are then unavailable for any purpose, including adjustments and expenditures.

## **Article 21 AGREEMENT MODIFICATIONS**

**21.1 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.

**21.2 Limited Unilateral Modifications.**

- (a) The Recipient may update the contacts who are listed in section 5.2 by written notice to all of the USDOT contacts who are listed in sections 5.4 and 9.2.
- (b) The USDOT may update the contacts who are listed in sections 5.4 and 9.2 by written notice to all of the Recipient contacts who are listed in section 5.2.

**21.3 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 21.1 or section 21.2. If an amendment, modification, or supplement is not permitted under section 21.1 and not permitted under section 21.2, it is void.

**Article 22  
ADDITIONAL TERMS AND CONDITIONS**

**22.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, at section 2.5 this agreement designates the Project to be a project in an urban area or a project in a rural area, as those areas are defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

**22.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**22.3 Relocation and Real Property Acquisition.**

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

**22.4 Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**22.5 Federal Law and Public Policy Requirements.** The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

**22.6 Federal Transit Program Requirements.**

- (a) If the Project is also funded with Federal transit assistance under chapter 53 of title 49, United States Code, all relevant FTA program requirements apply in addition to the terms and conditions of this agreement.
- (b) The Recipient shall comply with the following requirements as if this award were Federal transit assistance for a major capital project under chapter 53 of title 49:
  - (1) 49 U.S.C 5331 and implementing regulations at 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations”;
  - (2) 49 U.S.C. 5333(b), implementing regulations at 29 C.F.R. part 215, “Guidelines, Section 5333(b), Federal Transit Law,” and the terms and conditions of any certification or special warranty provided by the United States Department of Labor;
  - (3) 49 U.S.C. 5323(m) and implementing regulations at 49 C.F.R. part 663, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases”;
  - (4) 49 C.F.R. part 633, “Project Management Oversight”;
  - (5) FTA Circular 5800.1, “Safety and Security Management Guidance for Major Capital Projects”;
  - (6) 49 U.S.C. 5329(e) and implementing regulations at 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight,” and 49 C.F.R. part 674, “State Safety Oversight”;
  - (7) 49 U.S.C. 5323(u), “Limitation on Certain Rolling Stock Procurements”; and
  - (8) 49 U.S.C. 5323(v), “Cybersecurity Certification for Rail Rolling Stock and Operations.”
- (c) If the Project is not also funded with Federal transit assistance under chapter 53 of title 49, then, except as otherwise provided in articles 1–24, the Federal Transit Administration Master Agreement is not incorporated in this agreement.



**Article 23**  
**THIS AWARD AGREEMENT**

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

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

**23.2 Exhibits.** The following exhibits, which are located in the document titled “Exhibits to FTA Grant Agreements Under the Fiscal Year 2020 BUILD Transportation Grants Program,” dated April XX, 2021, and available at [ ], are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Grant Assurances
Exhibit C	Grant Requirements and Contract Clauses
Exhibit D	Quarterly Project Progress Reports and Recertifications: Format and Content

**23.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–24, then the provision in articles 1–24 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**Article 24**  
**AGREEMENT EXECUTION AND EFFECTIVE DATE**

**24.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**24.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a BUILD Grant when the USDOT’s authorized representative signs it.