

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS RELATIVE TO RESOLUTION NO. 27843 (TIGER 6 GRANT AWARD FOR THE COMMUTER RAIL AND TRANSIT-ORIENTED DEVELOPMENT PLANNING PROJECT NO. TN-79-1000).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Mayor to enter into agreements relative to Resolution No. 27843 (TIGER Grant Award for the Commuter Rail and Transit-Oriented Development Planning Project No. TN-79-1000).

The following references the two agreements:

- 1) USA, USDOT, FTA Grant Agreement under the Consolidated Appropriations Act, 2014 for the National Infrastructure Investments Discretionary Grant Program (214 TIGER Discretionary Grants); and
- 2) Assistance Agreement between CARTA and the City of Chattanooga.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date Prepared: January 29, 2015

Preparer: Bert Kuyrkendall

Department: Transportation

Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council):

A City Council Resolution is requested to approve the Mayor to enter into agreements as described below relative to

Resolution Number 27843(TIGER 6 Grant Award for the Commuter Rail and Transit Oriented Development Planning Project

#TN-79-1000).

1. USA, USDOT,FTA Grant agreement under the Consolidated appropriations Act, 2014 for the National Infrastructure Investments

Discretionary Grant Proram (214 Tiger Discretionary Grants).

2. Assistance Agreement between CARTA and the City of Chattanooga.

Total project cost \$ \_\_\_\_\_  
Total City of Chattanooga Portion \$ \_\_\_\_\_  
City Amount Funded \$ n/a  
New City Funding Required \$ \_\_\_\_\_  
City's Match Percentage % \_\_\_\_\_

New Contract/Project? (Yes or No) \_\_\_\_\_  
Provide Fund \_\_\_\_\_  
Provide Cost Center \_\_\_\_\_  
Proposed Funding Source \_\_\_\_\_  
Grant Period (if applicable) \_\_\_\_\_

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
_____	_____
_____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

RESOLUTION NO. 27843

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, AND IF AWARDED, A TIGER 6 DISCRETIONARY GRANT RELATIVE TO THE LIGHT RAIL AND TRANSIT ORIENTED DEVELOPMENT (TOD) PLANNING PROJECT, FOR AN AMOUNT UP TO FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), WITH THE CITY MATCHING FUNDS OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) THROUGH LOCAL AND/OR OTHER GRANT FUNDS, FOR A TOTAL AMOUNT OF SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Mayor is hereby authorized to apply for, and if awarded, a TIGER 6 Discretionary Grant relative to the Light Rail and Transit Oriented Development (TOD) Planning Project, for an amount up to \$400,000.00, with the City matching funds of \$300,000.00 through local and/or other grant funds, for a total amount of \$700,000.00.

ADOPTED: April 22, 2014

/mem

## ASSISTANCE AGREEMENT

THIS ASSISTANCE AGREEMENT is entered into as of this \_\_\_\_ day of January, 2015 between the CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY ("CARTA") and the CITY of CHATTANOOGA ("MUNICIPALITY").

### WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

**Section 1. Purpose of Assistance Agreement** - The purpose of this Assistance Agreement is to provide for the undertaking of a Rail Transit Implementation Plan (the "Project") Transportation Improvements Generating Economic Recovery (TIGER) with CARTA's assistance to the Municipality using funds received by the Municipality for such purpose in a maximum amount of \$400,000.00, and using local share funds provided by the City of Chattanooga for such purpose in a maximum amount of \$300,000.00 for said Planning Grant and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

The Project involves evaluating the feasibility of utilizing 21 miles of existing freight rail infrastructure for passenger rail service and developing an implementation strategy for establishing a 23 mile long passenger rail system in the city. The Project as more fully described in *Exhibit A-1*.

The Project will be undertaken in accordance with the terms and conditions of this Assistance Agreement, so that all costs of the Project to the extent of the Project Budget are paid by the Municipality from its own funds to the extent that they are not paid from Federal grants.

The costs for the Project and sources of funding are outlined in the Project Budget attached and incorporated herein as *Exhibit B*.

The Budget for the Project shall itemize projected expenditures for the Project. The Budget shall break down each expenditure item into FTA allowed costs and non-FTA allowed costs. The Budget shall show funding sources, including the FTA grant and Local Share funds.

The Budget shall include administrative charges and other related expenses of CARTA for the Project. CARTA's administrative charges and related expenses for the Project shall be not more than two percent of the total projected Project Cost's or at least \$5,000.00 for the Rail Transit Implementation Plan, \$700,000 for the TIGER Program based on oversight and grant management activities.

**Section 2. Planning Project; Federal and Local Share Funds** - CARTA will undertake administration of the Project described in Exhibit A-I under the paragraph "1. City of Chattanooga Rail Transit Implementation Plan" on the page titled "City of Chattanooga Rail Transit Implementation Plan" and shall be responsible for all administration of the Rail Transit Implementation Project. CARTA will coordinate with the Municipality, FTA and USDOT during the full term of the project.

The Municipality shall be responsible for all payments of the Rail Transit Implementation Project costs. The Municipality will undertake consultant selection process, planning and design of the

Project and shall be responsible for all development of the Project Plan, for all contracts relating to the Project and for all payments of Project costs. The Municipality shall advance all funds necessary for implementation of the Project.

CARTA shall have no obligation to make any requested payments to the Municipality unless and until CARTA receives FTA grant funds in an amount sufficient to make such payment. The cost of developing the Rail Transit Implementation Plan may include all costs paid by the Municipality which are necessary or incidental to undertake said Project.

The Municipality shall be responsible for 100% of all costs which are not FTA allowable costs. No grant assistance shall be paid to the Municipality unless the Municipality has paid all costs which are not FTA allowable costs.

CARTA's administrative charges and expenses shall be paid by the Municipality. CARTA shall submit an invoice to the Municipality for not more than two percent (2%) of allowable costs for administrative charges associated with the TIGER project.

The Municipality represents that it has appropriated the expenditure of funds in an amount of \$700,000.00, which is not less than the total Project Budget expenditures, and which includes the local share for the Project in the amount of \$300,000.00 for said capital grant. CARTA shall not be responsible to pay any portion of the Project's costs from its own funds nor shall it be responsible for any costs exceeding the amount of the Project Budget.

**Section 3. Compliance with FTA Requirements** - The Municipality acknowledges that the use of FTA funds for the Project will impose requirements on CARTA with respect to the use and expenditure of such funds, how the Project is undertaken, future use and management of the Project and a variety of other requirements. The Municipality agrees that it shall be responsible and shall comply with all such FTA requirements in the same manner and to the same extent as CARTA at the cost and expense of the Municipality. A copy of such requirements is appended hereto as *Exhibit C* (United States of America, Department of Transportation, Federal Transit Administration, Master Agreement, for Federal Transit Administration Agreements) which shall include all the laws, rules and regulations (Code of Federal Regulations or "CFR") referenced therein (the "FTA Requirements"). The Municipality shall be responsible for complying with all such FTA Requirements. The Municipality shall be responsible for such compliance notwithstanding any other provision in this Assistance Agreement, and the failure to so comply and any loss of FTA funds or any obligation to repay FTA funds as a result thereof shall be solely the responsibility of the Municipality and not CARTA.

**Section 4. Ownership of Designs and Material.** The ownership of all design and material prepared under this Agreement shall be vested with the Municipality and CARTA.

**Section 5. CARTA Roles and Responsibilities** – CARTA has agreed to take on the role of grant administrator for funds awarded under the TIGER Program Funding. CARTA has agreed to be the limited agent for funds awarded under the Transportation Improvement Generating Economic Recovery (TIGER) Program Funding. As a grantee of federal funds CARTA will be responsible for the administration and management of the grant in compliance with the grant agreement and applicable FTA circulars and regulations. CARTA will submit Annual Certifications and Assurances to the FTA and will ensure compliance to FTA circulars and regulations.

CARTA's Director of Grants, Technology and Research will conduct the grant reporting and close out activities. CARTA's Chief Financial Officer will be responsible for grant accounting. CARTA as the grantee is responsible for the following actions

- a. Provide continuous administrative and management direction to the project.
- b. Assure conformity to grant agreements, applicable statutes, codes, ordinances, and standards.
- c. Keep expenditures within the latest approved project budget.
- d. Assure compliance with FTA requirements on the part of municipalities, agencies, consultants, contractors, and subcontractors working under approved third party contracts.
- e. Request and withdraw Federal cash only in amounts and at times as needed to make payments that are immediately due and payable.

f. Upon submission to CARTA by the Municipality, CARTA will submit required reports electronically including narrative milestone progress reports and financial status reports received from the Municipality. These reports include at a minimum:

Milestone/Progress Reports. Each milestone/progress report shall include the following data and addresses each activity line item within the approved grant unless FTA advises otherwise.

1. A discussion of all budget or schedule changes.
2. For each milestone, includes an original estimated completion date, revised estimated completion date, and the actual completion date if applicable.
3. Provides the dates of expected or actual requests for bid, delivery, etc.
4. Provides a narrative description of projects, status, specification preparation, bid solicitation, resolution of protests, and contract awards.
5. Analyzes significant project cost variances. Any activities should be discussed, together with a breakout of the costs included and those costs required to complete the project. Use quantitative measures, such as hours worked, sections completed or units delivered.
6. Includes reasons why any scheduled milestones or completion dates were not met, identifies problem areas and discusses how the problems will be solved. Discusses the expected impacts of delays and the steps planned to minimize these impacts.
7. Includes a list of all change orders and amounts, pending or settled, during the reporting period. This list should be accompanied by a brief description.

Financial Status Reports. Grant recipients are required to submit financial information through the electronic award and management system. This report shall be provided concurrently with the milestone/progress reports.

**Section 6. Procurements** - The Municipality acknowledges that it has a written ethics code or standards of conduct which conforms to the FTA Requirements in all respects, including prohibiting the solicitation or acceptance of anything of monetary value from any contractor, prohibiting participation in selection or administration of contractors when there is a conflict of interest, and procedures to identify and prevent organizational conflicts of interest. The Municipality and all contractors shall comply with Executive Orders and DOT regulations on debarment and suspension. The Municipality represents that neither it, nor any of its contractors, nor either entities' "principals" as defined at 49 CFR § 29.105(p) is presently, or when any contract is entered into will then be, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this procurement by any Federal department or agency. The Municipality will not pay any bonus or commission to obtain federal assistance and will not use federal assistance for lobbying, and will comply with the Hatch Act. The Municipality shall follow the FTA Requirements with regard to all procurements and shall conduct all procurements to provide full and open competition as provided in the Master

Agreement. The Municipality shall follow the FTA Requirements with respect to implementing the Project including relocation, real property, construction, employee protections, energy conservation and any other applicable provision.

The Municipality will comply with the Disadvantaged Business Enterprise ("DBE") Policy of CARTA. Said policy stipulates that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. The CARTA's DBE utilization goal, as incorporated in its Policy, is 3% of all Federal Funds except those used to procure transit vehicles.

**Section 7. Records and Reports** - All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

The Municipality shall keep and maintain complete records of Project accounts and backup information. The Municipality shall assist in the preparation and submission of any reports required by CARTA, pursuant to the Master Agreement, pertaining to the financial assistance of the project, including any necessary audits and close-out reports. CARTA will prepare the reports after soliciting information from the Municipality, regarding, for example, what work it has completed pursuant to the grant for a given time period, what monies have been expended on the project during said time period, as well as any other details about the project for said time period. The said reporting time period shall be on a quarterly basis and or as required by CARTA pursuant to the Master Agreement. At any time at the request of the CARTA, and at least once a year, the Municipality shall submit to CARTA a certificate of any appropriate officer of the Municipality which indicates compliance with the provisions of this Assistance Agreement including the FTA Requirements and which has attached copies of any documents in support of the certification. If requested by CARTA, such certification shall be on a form or forms provided by CARTA.

**Section 8. Conflicts of Interest** - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Assistance Agreement or to any benefit arising therefrom.

**Section 9.** No elected official, officer, or employee of the Municipality during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Assistance Agreement or the proceeds thereof.

**Section 10. Termination** - CARTA, on written notice, may terminate this Assistance Agreement prior to the end of the useful life of the Project for non-compliance with any provisions of the Assistance Agreement, Master Agreement and/or FTA Requirements, and such action shall in no event be deemed a breach of contract. Upon any such termination, the Municipality shall pay to CARTA any amounts which CARTA may incur, including any reimbursement of Federal funds, as a result of such termination.

**Section 11. Indemnification** - To the extent provided by law and subject to the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, et seq., the Municipality shall defend and, if found liable, be responsible for paying damages arising from third party claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any

activities conducted by the Municipality with respect to the Project, excepting any such injury, damage or loss caused, in whole or part, by the negligence or fault of CARTA.

**Section 12. The Assistance Agreement** - This Assistance Agreement includes all Exhibits attached thereto, and any other provisions referred to in this Assistance Agreement. The Municipality shall do nothing knowingly which would cause CARTA to be in violation of the requirements imposed on it by the FTA as the recipient of Federal funds, and such compliance shall be a continuing obligation of the Municipality and a condition to the continuing control of the Project pursuant to this Assistance Agreement. Nothing contained in this Assistance Agreement is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

**Section 13 Integrity** - The Municipality hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this Federally supported contract.

**Section 14. Prohibition Against Use of Funds for Lobbying** - The Municipality agrees that it will ensure that:

(1) The Municipality represents that funds received from CARTA by the Municipality under this Agreement have not been paid and shall not be paid by or on behalf of the Municipality to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement used for publicity propaganda purposes designed to support or defeat legislation pending before Congress; and,

(2) The Municipality will comply and will assure the compliance by each contracting party and lessee of the Project with the FTA Requirements on restrictions on lobbying.



This Assistance Agreement may be simultaneously executed in two counterparts, each of which shall be considered an original.

The Chattanooga Area Regional Transportation Authority has executed this Assistance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CHATTANNOOGA AREA REGIONAL TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Name: Lisa Maragnano  
Title: Executive Director

The Municipality has executed this Assistance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF CHATTANNOOGA**

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Name: Andy Berke  
Title: Mayor

## EXHIBIT A-1 DESCRIPTION OF PROJECT

The purpose of this project is to develop an implementation plan for using and supplementing the existing freight rail infrastructure for a passenger rail transit system that will incorporate existing and proposed tracks, tunnels and bridges. Existing underused rail lines exist in the city that could be easily adapted for intra-city light rail use to connect densely populated neighborhoods in the city of varying income levels to important employment, educational and transportation facilities.

This project will:

- Evaluate the feasibility of utilizing 21 miles of existing freight rail infrastructure for passenger rail (e.g. commuter rail) service, and
- Develop an implementation strategy for establishing a 23- mile long passenger rail system in the city.

One aspect of the project will include full-scale planning of multiple scales of travel-shed improvements as well as the enhancement of economic and community development in neighborhoods, many of which consist of primarily underserved populations. As an adjunct to the principal objective of enhancing community accessibility throughout Chattanooga through intracity passenger rail development, the study will also consider the feasibility of restoring passenger rail connections from Chattanooga to neighboring cities like Atlanta and Nashville, effectively leveraging the investment in intracity rail in the City to further enhance accessibility. In close collaboration with rail cargo providers, the study will also analyze existing rail infrastructure capacity within the City to accommodate existing needs and future intracity rail passenger growth.

- Establish Goals and Objectives, Purpose and Need
- Public Involvement
  - Engage the public through public meetings and hearings, social media and the creation of a stakeholder advisory committee
- Regional Planning Coordination
  - Coordinate with other regional planning efforts within the Chattanooga area
  - Consider the feasibility of leveraging local passenger rail development in Chattanooga to connect with intercity passenger rail service
- Existing Conditions / Infrastructure Assessment
- Assess the existing freight rail infrastructure and right-of-way to determine improvements required to accommodate passenger rail development in Chattanooga, including possible intercity passenger rail connections, define alternatives / conceptual design
  - Conceptual design of an intracity passenger rail system within the city that will connect the downtown area to surrounding neighborhoods, the Chattanooga Metropolitan Airport, and the Enterprise South Industrial Park.
  - Determine station location and analyze the opportunities for improved public transit connectivity and station-area economic development that includes both commercial and residential development
  - TOD Planning including land-use plans, bike/pedestrian connection planning, and integration with the central park plan

- Environmental Analysis
- Capital and Operating Cost Estimates
- Financial Plan
  - Identify investment strategies to support and facilitate the development of intracity passenger rail
- Implementation Plan and Scheduling

**ATTACHMENT B**  
**PROJECT BUDGET**

Activity	FY14 TIGER Funds	Other Federal Funds	Match to Other Federal Funds	Local Funds	State Funds	In-Kind Staffing	Other Funds	Project Cost
44.24.00 Short Range <u>Transportation Planning</u> <ul style="list-style-type: none"> <li>• Establish Goals and Objectives, Purpose and Need</li> <li>• Public Involvement</li> <li>• Regional Planning Coordination</li> <li>• Existing Conditions Infrastructure Assessment</li> <li>• Define Alternatives / Conceptual Design</li> <li>• Environmental Analysis</li> <li>• Capital and Operating Cost Estimates</li> <li>• Financial Plan</li> <li>• Implementation Plan and Schedule</li> </ul>	\$380,000			\$285,000				\$665,000
44.23.01 Long Range <u>Transportation Planning – Systems Level</u> <ul style="list-style-type: none"> <li>• Intercity Rail Feasibility Assessment</li> </ul>				\$20,000				

**EXHIBIT C**  
**FTA GRANT REQUIREMENTS**

[United States of America Department of Transportation, Federal Transit Administration,  
Master Agreement - October 1, 2014 or later]

<http://www.fta.dot.gov/documents/21-Master.pdf>

**1. Award No.**

TN-79-1000

**2. Effective Date****3. CFDA No.**

20.933

**4. Awarded To:**

City of Chattanooga

**5. Sponsoring Office**

Federal Transit Administration  
 East Building  
 Office of Planning and Environment  
 1200 New Jersey Ave, S.E.  
 Washington, DC 20590

**DUNS:** 0431123410000**TIN:** 62-6000259**6. Period of Performance:**March 1, 2015 – ~~May~~June 9~~10~~, 2016**7. Total Amount**

_____ Base Phase:	\$
Option - Phase 1:	\$
Total Government Share:	\$ 400,000
Total Recipient Share:	\$ 300,000
Total Value:	\$ 700,000

**8. Type of Agreement**

Grant

**9. Authority**

Consolidated Appropriations Act, 2014 (Pub. L.  
 113-76, January 17, 2014

**10. Procurement Request No.****11. Amount Funds Obligated****12. Submit Payment Requests To****13. Payment Office****14. Accounting and Appropriation Data****15. Description of Project:**

The purpose of this project is to develop an implementation plan for using and supplementing the existing freight rail infrastructure for a passenger rail transit system that will incorporate existing and proposed tracks, tunnels and bridges. Existing underused rail lines exist in the city that could be easily adapted for intra-city passenger rail use to connect densely populated neighborhoods in the city of varying income levels to important employment, educational and transportation facilities.

This project will:

- Evaluate the feasibility of utilizing 21 miles of existing freight rail infrastructure for passenger rail (e.g. commuter rail) service, and
- Develop an implementation strategy for establishing a 23- mile long passenger rail system in the city.

**RECIPIENT – City of Chattanooga**  
**16. Signature of Person Authorized to Sign**

\_\_\_\_\_  
Signature Date  
Name: Andy Berke  
Title: Mayor - City of Chattanooga

**FEDERAL TRANSIT ADMINISTRATION**  
**17. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Yvette Taylor  
Agreement Officer: Regional Administrator

**DESIGNEE - CARTA**  
**18. Signature of Person Authorized to Sign**

\_\_\_\_\_  
Signature Date  
Name: Lisa Maragnano  
Title: Executive Director - CARTA

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT 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 CHATTANOOGA**

**Rail Transit Implementation Plan**

**FTA FY 2014 TIGER Planning Grant No.**

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

**SECTION 1. TERMS AND CONDITIONS OF THE GRANT**

- 1.1 This Agreement is entered into between United States Department of Transportation (“DOT” or the “Government”) and the Recipient. This Agreement will be administered by the Federal Transit Administration (also referred to herein as “FTA” or the “Government”).
- 1.2 This Grant is made to the Recipient for the planning project as described in the Recipient’s Technical Application (the “Project”), titled Rail Transit Implementation 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 Four Hundred Thousand **Dollars** (\$400,000), 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 Three Hundred Thousand Dollars (\$300,000) 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 subsequent amendments agreed to in writing by all parties.

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

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at: [http://www.fta.dot.gov/grants/about\\_FTA\\_15116.html](http://www.fta.dot.gov/grants/about_FTA_15116.html)

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 ( <i>Please also see TEAM or TrAMS</i> )
Attachment B	Estimated Project Schedule ( <i>Please also see TEAM or TrAMS</i> )
Attachment C	Estimated Project Budget ( <i>Please also see TEAM or TrAMS</i> )

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

## **SECTION 2. RECIPIENT AND PROJECT INFORMATION**

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

2.1 Project's Statement of Work Summary (also see Attachment A and TEAM or TrAMs):  
The purpose of this project is to develop an implementation plan for using and supplementing the existing freight rail infrastructure for a passenger rail transit system that will incorporate existing and proposed tracks, tunnels and bridges. Existing underused rail lines exist in the city that could be easily adapted for intra-city passenger rail use to connect densely populated neighborhoods in the city of varying income levels to important employment, educational and transportation facilities.

This project will:

- Evaluate the feasibility of utilizing 21 miles of existing freight rail infrastructure for passenger rail (e.g. commuter rail) service, and
- Develop an implementation strategy for establishing a 23- mile long passenger rail system in the city.

One aspect of the project will include full-scale planning of multiple scales of travel-shed improvements as well as the enhancement of economic and community development in neighborhoods, many of which consist of primarily underserved populations. As an adjunct to the principal objective of enhancing community accessibility throughout Chattanooga through intracity passenger rail development, the study will also consider the feasibility of restoring passenger rail connections from Chattanooga to neighboring cities like Atlanta and Nashville, effectively leveraging the investment in intracity rail in the City to further enhance accessibility. In close collaboration with rail cargo providers, the study will also analyze existing rail infrastructure capacity within the City to accommodate existing needs and future intracity rail passenger growth.

- Establish Goals and Objectives, Purpose and Need
- Public Involvement
  - Engage the public through public meetings and hearings, social media and the creation of a stakeholder advisory committee
- Regional Planning Coordination
  - Coordinate with other regional planning efforts within the Chattanooga area
  - Consider the feasibility of leveraging local passenger rail development in Chattanooga to connect with intercity passenger rail service
- Existing Conditions / Infrastructure Assessment
- Assess the existing freight rail infrastructure and right-of-way to determine improvements required to accommodate passenger rail development in Chattanooga, including possible intercity passenger rail connections, define alternatives / conceptual design
  - Conceptual design of an intracity passenger rail system within the city that will connect the downtown area to surrounding neighborhoods, the Chattanooga Metropolitan Airport, and the Enterprise South Industrial Park.
  - Determine station location and analyze the opportunities for improved public transit connectivity and station-area economic development that includes both commercial and residential development
  - TOD Planning including land-use plans, bike/pedestrian connection planning, and integration with the central park plan

- Environmental Analysis
- Capital and Operating Cost Estimates
- Financial Plan
  - Identify investment strategies to support and facilitate the development of intracity passenger rail Implementation Plan and Scheduling.

2.2 Project’s Schedule Summary (see Attachment B and TEAM or TrAMs): **[A detailed project schedule is provided in Attachment B and TEAM or TrAMS. It reflects best estimates of complete project schedule showing all phases of work].**

Start of Project Date	_____	March 1, 2015
Consultant RFQ Issued	_____	May 7, 2015
Award Contract	_____	July 14, 2015
Initiate Study	_____	August 7, 2015
<b><u>Complete Development of Implementation Plan—</u></b>	_____	<b><u>May/June 9/10, 2016</u></b>

2.3 Project’s Budget Summary (see Attachment C and TEAM or TrAMS): **[A detailed project budget showing costs for all phases and elements of work is provided in Attachment C and TEAM or TrAMS].**

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$ 400,000	57%
Other Federal Funds (if any):	\$ _____	____%
State Funds (if any):	\$ _____	____%
Local Funds (if any):	\$300,000	43%
In-Kind Match (if any)	\$ _____	____%
<u>Other Funds (if any):</u>	<u>\$ _____</u>	<u>____%</u>
Total Project Cost:	\$700,000	100%

If there are any cost savings or if the contract award is under the engineer’s estimate, 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 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:  
0431123410000

Name of any First-Tier or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier or Sub-Recipient (if applicable – to be reported if/when identified): \_\_\_\_\_

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

**Recipient Official Designated as Official Contact (may list more than one contact especially where another agency or department, in addition to Recipient, is assisting in meeting grant requirements):**

**Bertran Kuyrkendall**  
**City Transportation Engineer**  
**City of Chattanooga**  
**1250 Market Street, Suite 3030**  
**Chattanooga, TN 37402**  
**(423) 643-5925**  
[kuyrkendall\\_b@chattanooga.gov](mailto:kuyrkendall_b@chattanooga.gov)

**Lisa Maragnano**  
**Executive Director**  
**CARTA**  
**1617 Wilcox Boulevard**  
**Chattanooga, TN 37406**  
**(423) 629-1411**  
[LisaMaragnano@gocarta.org](mailto:LisaMaragnano@gocarta.org)

**Bill Cannon**  
**Engineer**  
**City of Chattanooga**  
**1250 Market Street, Suite 3030**  
**Chattanooga, TN 37402**  
**(423) 643-6176**  
[cannon\\_w@chattanooga.gov](mailto:cannon_w@chattanooga.gov)

**Annie Powell**  
**Director of Grants**  
**CARTA**  
**1617 Wilcox Boulevard**  
**Chattanooga, TN 37406**  
**(423) 629-1411**  
[AnniePowell@gocarta.org](mailto:AnniePowell@gocarta.org)

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

2.6 The FTA Project Manager (FTA PM) designated in Section 3.5 herein will assist in monitoring the work under this Agreement. The FTA PM will oversee the technical administration of this Agreement and act as technical liaison with the recipient. The FTA PM 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 track progress and

deliverables of the Project and to ensure accountability and transparency in Government spending. Recipient further agrees to submit periodic reports to the Government that contain information necessary to track progress and deliverables of the Project and to ensure accountability and transparency in Government spending.

### 3.1 **Addresses for Submittal of Reports and Documents**

Unless otherwise provided herein, the Recipient shall submit required reports and documents, referencing the Grant number, to the OST Contact designated by the Government in section 3.5 and in TEAM or TrAMS. If a submission is too large to be attached to electronically to TEAM or TrAMS, then it shall also be emailed to Charles.Goodman@dot.gov and Yvette.Taylor@dot.gov.

#### 3.1A **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, in accordance with 3.1 above 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 electronic copy of the Annual Budget Review and Program Plan in accordance with 3.1 above 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 FTA 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 in accordance with 3.1 above. 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: FTA FY 2014 TIGER Discretionary Grant No. [ ] 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 2 C.F.R. 200 and DOT's implementing regulations at 2 C.F.R. 1201, 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 (1) to 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:

**FTA Field Contact**

Yvette G. Taylor, Ph.D.  
Regional Administrator  
FTA Region 4 Office  
230 Peachtree, NW, Suite 1400  
Atlanta, GA 30303  
(404) 865-5600  
[Yvette.Taylor@dot.gov](mailto:Yvette.Taylor@dot.gov)

And

**FTA HQ Contact**

Charles Goodman  
Senior Community Planner  
Federal Transit Administration  
Office of Planning and Environment  
Mail Stop TPE-10, Room E43-301  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 366-1944  
Charles.Goodman@dot.gov

And

**OST Contact**

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. ADDITIONAL GRANT REQUIREMENTS**

- 4.1 **Subgrants and Subcontracts.** Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the Administrative Officer before awarding any subgrant and subcontract relating to any work undertaken under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services.
  
- 4.2 An acknowledgment of FTA 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 FTA under Grant Agreement No. \_\_\_\_\_.”

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 FTA.”

- 4.3 The Recipient shall make available to the Government copies of all work developed in performance of this Grant Agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish, or otherwise use the data developed in the performance of this Agreement pursuant to 2 C.F.R. 200.315.
- 4.4 The Recipient has either executed FTA’s Annual Certifications or Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2015, or has submitted the Certifications and Assurances in Exhibit D of this document. Such assurances are incorporated into this Agreement by reference and made a part hereof.

#### **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 the Project Budget and Schedule included TEAM or TrAMS.
  - 5.1.2 The Recipient fails to begin the Project before July 24, 2015;
  - 5.1.3 The Recipient fails to begin expenditure of Grant funds by July 24, 2015;
  - 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 of this Agreement and TEAM or TrAMS 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 FTA (including by email).

## **SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT**

A grant is awarded and executed by electronic signature in the FTA’s TEAM or TrAMS. These electronic signatures legally bind the parties to the terms and conditions set forth herein, as well as those included in, referenced in, or attached in TEAM or TrAMS.

- 6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in triplicate; 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 submits three (3) original signed copies of the Agreement to the Government for execution. When this Agreement is fully executed and dated and TEAM or TrAMS is electronically signed and dated by the authorized official of the Government, these instruments will constitute an Award under the Act. Upon full Execution of these instruments by the Recipient, the effective date will be the date the Government awarded the funding through TEAM or TrAMS.
- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of FTA Regional Administrator

Yvette G. Taylor

\_\_\_\_\_  
Name of FTA Authorized Representative

Regional Administrator

\_\_\_\_\_  
Title

EXECUTION BY GRANTEE/RECIPIENT

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of Recipient's Authorized Representative

Andy Berke

\_\_\_\_\_  
Name of Recipient's Authorized Representative

Mayor, City of Chattanooga

\_\_\_\_\_  
Title

EXECUTION BY DESIGNEE

The Designee, CARTA (Chattanooga Area Regional Transportation Authority), agrees to accomplish all elements of the project in compliance with the terms and conditions contained herein as well as those included in, referenced in, or attached in TEAM or TrAMS.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of Recipient's Authorized Representative

Lisa Maragnano

\_\_\_\_\_  
Name of Recipient's Authorized Representative

Executive Director, CARTA

\_\_\_\_\_  
Title

## **ATTACHMENT A STATEMENT OF WORK**

The purpose of this project is to develop an implementation plan for using and supplementing the existing freight rail infrastructure for a passenger rail transit system that will incorporate existing and proposed tracks, tunnels and bridges. Existing underused rail lines exist in the city that could be easily adapted for intra-city passenger rail use to connect densely populated neighborhoods in the city of varying income levels to important employment, educational and transportation facilities.

This project will:

- Evaluate the feasibility of utilizing 21 miles of existing freight rail infrastructure for passenger rail (e.g. commuter rail) service, and
- Develop an implementation strategy for establishing a 23- mile long passenger rail system in the city.

One aspect of the project will include full-scale planning of multiple scales of travel-shed improvements as well as the enhancement of economic and community development in neighborhoods, many of which consist of primarily underserved populations. As an adjunct to the principal objective of enhancing community accessibility throughout Chattanooga through intracity passenger rail development, the study will also consider the feasibility of restoring passenger rail connections from Chattanooga to neighboring cities like Atlanta and Nashville, effectively leveraging the investment in intracity rail in the City to further enhance accessibility. In close collaboration with rail cargo providers, the study will also analyze existing rail infrastructure capacity within the City to accommodate existing needs and future intracity rail passenger growth.

- Establish Goals and Objectives, Purpose and Need
- Public Involvement
  - Engage the public through public meetings and hearings, social media and the creation of a stakeholder advisory committee
- Regional Planning Coordination
  - Coordinate with other regional planning efforts within the Chattanooga area
  - Consider the feasibility of leveraging local passenger rail development in Chattanooga to connect with intercity passenger rail service
- Existing Conditions / Infrastructure Assessment
- Assess the existing freight rail infrastructure and right-of-way to determine improvements required to accommodate passenger rail development in Chattanooga, including possible intercity passenger rail connections, define alternatives / conceptual design
  - Conceptual design of an intracity passenger rail system within the city that will connect the downtown area to surrounding neighborhoods, the Chattanooga Metropolitan Airport, and the Enterprise South Industrial Park.
  - Determine station location and analyze the opportunities for improved public transit connectivity and station-area economic development that includes both commercial and residential development

- TOD Planning including land-use plans, bike/pedestrian connection planning, and integration with the central park plan
- Environmental Analysis
- Capital and Operating Cost Estimates
- Financial Plan
  - Identify investment strategies to support and facilitate the development of intracity passenger rail Implementation Plan and Scheduling.

**ATTACHMENT B  
ESTIMATED PROJECT SCHEDULE**

	<b>Start of Project Date</b>	<b>_____ March 1, 2015</b>
	<b>Consultant RFQ Issued</b>	<b>_____ May 7, 2015</b>
	<b>Award Contract</b>	<b>_____ July 14, 2015</b>
	<b>Initiate Study</b>	<b>_____ August 7, 2015</b>
	<b><u>Complete Development of Implementation Plan</u></b>	<b>_____ <u>May</u> <u>June 9</u> <u>10</u>,</b>
<b>2016</b>		

**ATTACHMENT C  
ESTIMATED PROJECT BUDGET**

<b>Activity</b>	<b>FY14 TIGER Funds</b>	<b>Other Federal Funds</b>	<b>Match to Other Federal Funds</b>	<b>Local Funds</b>	<b>State Funds</b>	<b>In-Kind Staffing</b>	<b>Other Funds</b>	<b>Project Cost</b>
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Activity	FY14 TIGER Funds	Other Federal Funds	Match to Other Federal Funds	Local Funds	State Funds	In-Kind Staffing	Other Funds	Project Cost
<u>44.24.00 Short Range Transportation Planning</u> <ul style="list-style-type: none"> <li>• Establish Goals and Objectives, Purpose and Need</li> <li>• Public Involvement</li> <li>• Regional Planning Coordination</li> <li>• Existing Conditions Infrastructure Assessment</li> <li>• Define Alternatives / Conceptual Design</li> <li>• Environmental Analysis</li> <li>• Capital and Operating Cost Estimates</li> <li>• Financial Plan</li> <li>• Implementation Plan and Schedule</li> </ul>	\$380,000			\$285,000				\$665,000
<u>44.23.01 Long Range Transportation Planning – Systems Level</u> <ul style="list-style-type: none"> <li>• Intercity Rail Feasibility Assessment</li> </ul>	\$20,000			\$15,000				\$35,000