

**GRANT AGREEMENT BETWEEN
THE DISTRICT DEPARTMENT OF TRANSPORTATION AND
THE UNION STATION REDEVELOPMENT CORPORATION**

I. INTRODUCTION

This grant agreement ("Agreement") is entered into by and between the District of Columbia (District), a municipal corporation, acting by and through the District Department of Transportation ("DDOT") and the Union Station Redevelopment Corporation ("Grantee") to carry out the Union Station Redevelopment Corporation Pedestrian Enhancements ("Project"). DDOT and the Grantee are referred to collectively in this Agreement as the "Parties" and DDOT and the Grantee may be referred to individually in this Agreement as a "Party".

Grantee has a mission to maintain and preserve Union Station's history and new vitality as an inter-modal transportation center that supports commerce and social interaction. Funding for this Agreement comes from the Transportation Alternatives Program ("TA Program"), a Federal-aid highway program administered by the Federal Highway Administration ("FHWA"). The TA Program funds must be used for eligible projects that are submitted by eligible entities.

II. RECITALS

WHEREAS, the TA Program is governed by Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) which established the TA Program in 23 U.S.C. § 213; and

WHEREAS, the TA Program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation. The TA Program also provides funding for recreational trail program projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways; and

WHEREAS, the TA Program is a Federal-aid highway program; and

WHEREAS, the Federal Highway Administration ("FHWA") is the federal agency with administrative, financial, and management oversight of DDOT's Federal-aid Highway program, which includes the TA Program; and

WHEREAS, DDOT's Progressive Transportation Services Administration ("PTSA"), within DDOT, is the District government entity responsible for providing the public with efficient, affordable and diverse transportation options within the District of Columbia, and providing improvements to the public transportation infrastructure in the District; and

WHEREAS, the PTSA qualifies as an eligible TA Program project sponsor under 23 U.S.C. § 213(c)(4)(B); and

WHEREAS, the Grantee has a long-term leasehold interest in Union Station and a mission to maintain and preserve Union Station's history and new vitality as an inter-modal transportation center that supports commerce and social interaction; and

WHEREAS, PTSA and Grantee are mutually served by entering into this Agreement to complete the Project, and

WHEREAS, the Project consists of the design and construction of pedestrian improvements to the Union Station bus deck for purposes of connecting pedestrians entering the bus deck located in the Union Station parking garage from the H Street entrance to additional transit modes, and other destinations or activities in the Union Station neighborhood.

WHEREAS, PTSA has determined that the Project meets the criteria of providing improvements to the public transportation infrastructure in the District and meets the eligibility requirements for eligible activities under the TA Program under 23 U.S.C. § 213(b); and

WHEREAS, the Project was selected for TA Program funding through DDOT's competitive process which meets the requirements of 23 U.S.C. § 213(c)(4)(A); and

WHEREAS, the Project will be treated as a project on a Federal-aid highway pursuant to 23 U.S.C. § 213(e); and

WHEREAS, DDOT shall award TA Program funds not to exceed three hundred fifty-four thousand, four hundred dollars (\$354,400) in FY 2014 funds to implement the Project; and

WHEREAS, USRC shall provide a twenty percent (20%) local match for this grant in the amount of eighty-eight thousand, six hundred dollars (\$88,600).

NOW THEREFORE, in consideration of the mutual promises herein, the Parties hereby agree as follows:

III. DEFINITIONS

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement the term:

- A. "Agreement" shall have the meaning ascribed to it in Section I of this Agreement.
- B. "Direct Costs" means costs for goods and services necessary to carry out the Project.
- C. "Fiscal Year" or "FY" means the District of Columbia's Fiscal Year, beginning October 1, 2013 and ending September 30, 2014.
- D. "Grantee" shall have the meaning ascribed to it in Section I of this Agreement.

- E. "Grant Period" means the period from the effective date of this Agreement through the earlier of September 30, 2014, or the date on which this Agreement is terminated pursuant to Section IX of this Agreement.
- F. "Indirect Costs" means the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs.
- G. "Indirect Cost Rate" means the proportion of the Grant awarded by DDOT to the Grantee that may be spent on indirect costs.
- H. "Itemized Budget" means the amount of funds allocated for a specific purpose.
- I. "Party" and "Parties" shall have the meanings ascribed to them in Section I of this Agreement.
- J. "Project" shall have the meaning ascribed to it in Section I of this Agreement.
- K. "Support Documentation" means receipts, paid invoices, approved timesheets, and other documents certifying all direct and indirect costs associated with the Project.

IV. SCOPE OF SERVICES

In furtherance of the stated goals and objectives of this Agreement, the Parties do hereby agree:

A. RESPONSIBILITIES OF DDOT

DDOT shall:

1. Award to Grantee grant funds on a reimbursable basis in the amount of three hundred fifty-four thousand, four hundred dollars (\$354,400) during the grant period to carry out the program goals and objectives of the Agreement;
2. Appoint a Grant Administrator who shall oversee the grant and Grantee's implementation of the Project and work with the Grantee on issues related to the grant and the Project; and
3. Fulfill its other obligations under this Agreement.

B. RESPONSIBILITIES OF GRANTEE

Grantee shall:

1. Carry out the PROJECT as described in the Scope of Work (See Attachment E) for the project;
2. Participate in meetings with the Grant Administrator, at such reasonable times and locations as may be designated by the Grant Administrator, to discuss how the Grantee has implemented and will be implementing the Work Plan;

3. Secure the services of qualified personnel who are licensed and bonded in the District to perform any services listed in the Scope of Work, to the extent applicable;
4. Provide Support Documentation to the Grant Administrator for all grant funds spent;
5. Provide the reports required by Section VIII of this Agreement;
6. Provide DDOT access to the books and records of the Grantee related to the Project;
7. Comply at all times with the provisions of the workers' compensation laws of the District and federal government;
8. If the Grantee is required to renew its Certificate of Good Standing with the Department of Consumer and Regulatory Affairs or the Office of Tax and Revenue during the grant period, provide DDOT the updated certificate within ten (10) days of Grantee receiving the new certificate; and
9. Fulfill its other obligations under this Agreement.
10. Require all contractors that the Grantee uses to complete the Project have a Certificate of Good Standing with the Department of Consumer and Regulatory Affairs or the Office of Tax and Revenue during the grant period.

AMENDMENTS TO THE WORK PLAN

The Grantee may propose modifications to the work plan in writing to the DDOT Grant Administrator. The DDOT Grant Administrator will determine whether the proposed modification is major or minor in nature. If the proposed modification is minor in nature, the Grant Administrator will review the request and approve or disapprove the request via letter or email. If the proposed modification is major in nature, the modification may not be made except through an amendment to this Agreement pursuant to Section VIII.

FUNDING

A. GENERAL PROVISIONS

1. DDOT shall reimburse only the Direct Costs and Indirect Costs incurred by the Grantee to carry out the Project during the Grant Period.
2. All funds disbursed by DDOT to the Grantee shall be on a reimbursement basis only. DDOT will only reimburse those funds described in the Itemized Budget [see Attachment A]. Reimbursements shall be made on a monthly basis after the Grantee has submitted its Monthly Progress and Accounting Report. Reimbursements shall be made to the Grantee only after proper documentation of costs has been provided to DDOT by the Grantee and only if the Grantee has demonstrated satisfactory performance and financial accountability and is in compliance with all applicable local and Federal laws and regulations.

3. DDOT shall reimburse the Grantee within thirty (30) days of receipt of the Monthly Progress and Accounting Report.
4. No grant funds may be disbursed until this Agreement has been fully executed and no reimbursements shall be made for costs incurred by the Grantee prior to the date on which this Agreement has been fully executed.
5. Grantee shall furnish the Support Documentation of all costs for which it seeks reimbursement pursuant to Section VIII.

B. INDIRECT COSTS

The Indirect Cost Rate shall not exceed fourteen percent (14%) of the total Direct Costs. DDOT will not reimburse Grantee for Indirect Costs incurred in excess of the established rate ceiling.

C. COSTS IN EXCESS OF GRANT AMOUNT; TOTAL COSTS LESS THAN GRANT AMOUNT

DDOT shall not reimburse the Grantee for costs incurred in excess of one hundred thousand dollars (\$354,000), even if the Grantee incurs costs to carry out the Project that are in excess of one hundred thousand dollars (\$354,000). In addition, if the costs incurred by the Grantee under this Agreement are less than one hundred thousand dollars (\$354,000), Grantee will be reimbursed only in the amount of such costs.

EVALUATION/REPORTING REQUIREMENTS

A. REQUIRED REPORTS

Grantee shall provide the reports listed below. The reports are intended to provide information for DDOT, FHWA, and community stakeholders.

1. Monthly Progress and Accounting Report
 - a. The Grantee shall submit Monthly Progress and Accounting Reports to DDOT. Each Monthly Progress and Accounting Report shall include at a minimum the following:
 - i. A summary of the Grantee's Project activities and accomplishments during the prior calendar quarter;
 - ii. Support Documentation for actual costs incurred in performance of the Project by the Grantee. The report shall contain a reconciliation of all expenses (complying with the Itemized Budget) and indicate how funds were spent for the previous three (3) months (complying with the Work Plan).
 - b. The first Monthly Progress and Accounting Report is due no later than July 31, 2014. The first Monthly Progress and Accounting

Report shall cover funds spent and work performed from when the grant agreement is fully executed and June 30, 2014.

- c. The final Monthly Progress and Accounting Report is due October 31, 2014 and shall cover funds spent and work performed between September 1, 2014 and September 30, 2014.

2. Final Report:

The Grantee shall prepare a Final Report by October 31, 2014. The Final Report shall describe in detail the work Grantee performed to carry out the Project, describe whether the Grantee has met the goals and performance measures, as stated in Section III, and include any statistical information pertinent to the Project. If Grantee has not met the goals and performance measures, then Grantee must state in the report the reason for not doing so.

B. EVALUATIONS/MONITORING

In order to assess the Grantee's performance and to ascertain its compliance with this Agreement, DDOT or its designee may conduct evaluations of the Grantee's Project performance, may conduct on-site monitoring of Project activities of the Grantee, including work events and, trail ranger activities, and may audit the books and records of the Grantee. The Grantee shall make available to DDOT information and records to assist DDOT in the evaluations, monitoring activities, and audits and shall make staff available for interviews to assist DDOT in its evaluations, monitoring activities, and audits.

C. SUBSTANDARD PERFORMANCE

If the Grantee has not demonstrated satisfactory performance or financial accountability, is not in compliance with all applicable local and federal laws regulations, or fails to satisfy documentary requirements for reimbursement to DDOT's satisfaction, DDOT may, at its discretion, and upon notice to the Grantee by the Grant Administrator, withhold reimbursement payments to the Grantee until the Grantee takes appropriate corrective action to cure the deficiencies.

INSURANCE

- A. The Grantee shall obtain the following minimum insurance coverage prior to award of the Grant and shall keep such insurance in force throughout the Grant period:
 1. Employer's liability insurance coverage of at least one hundred thousand dollars (\$100,000) per occurrence.
 2. Bodily injury liability insurance coverage written on a comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.
 3. Property damage insurance coverage in an amount of two hundred thousand dollars (\$200,000) per occurrence.

4. Workers' compensation insurance coverage for all employees employed upon the premises and with its other operations pertaining to this Agreement.
 5. Comprehensive automobile liability insurance coverage applicable to owned and non-owned vehicles against liability for bodily injury and property damage in an amount of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence for property damage.
- B. All insurance policies required by subsection A of this Section shall include the District as an additional insured. In addition, the certificate of insurance shall provide the District with a thirty (30) day written notice prior to its termination.
- C. All insurance policies required by subsection A of this Section shall be written with responsible companies licensed by the District of Columbia Department of Insurance Securities and Banking.

TERMINATION

- A. Either Party may terminate this Agreement in whole or in part by giving sixty (60) days' notice to the other Party, when it is in the best interest of either Party to do so based on the following grounds:
1. Changes in applicable law;
 2. Changes in District or federal policies that affect services to be rendered pursuant to this Agreement;
 3. Failure of either or both Parties to abide by applicable laws, rules, or regulations, which govern the performance of this Agreement; or
 4. Lack of funding.
- B. DDOT may terminate this Agreement at any time for its convenience or for any reason it determines to be in the best interests of DDOT or the District.
- C. Any unspent funds remaining at the time of any termination of this Agreement shall revert back to DDOT, and a complete accounting of receipts and unspent funds shall be presented by the Grantee to DDOT at the time of termination of the Agreement.

MODIFICATIONS

Any modification of this Agreement, including any extension of this Agreement or major modifications to the work plan as determined by the DDOT key official, shall be valid only when reduced to writing, duly signed by both Parties, and attached to the original of this Agreement.

RECORDS MAINTENANCE

Grantee will retain all records pertinent to this Agreement and the Project for a period of three (3) years. In addition, records required to resolve an audit shall be maintained for a period of not less than three (3) years after resolution of the audit. The Grantee shall be required to make available, upon request, for at least three (3) years after the expiration of the Grant Period or termination of this Agreement, files and records that will assist the District in assessing the impact of the program.

LIABILITY

- A. Grantee shall indemnify and hold harmless DDOT, its officials, officers, employees, and agents from all liabilities, suits, actions, legal or administrative proceedings, demands, fines, penalties, losses, obligations, damages, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person, and for loss or damage to any property caused by Grantee or its employees or agents occurring in connection with, or in any way arising out of, the activities contemplated under this Agreement.
- B. Grantee shall be responsible, in accordance with applicable law, for the acts and omissions of its employees, agents, or contractors with regard to all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or person, and for loss or damage to any property, caused by Grantee or its employees, agents, or contractors occurring in connection with, or in any way arising out of, any activities contemplated under this Agreement. DDOT and the District shall have no liability whatsoever for the actions, activities, or negligence of Grantee or its employees, agents, or contractors.

REQUIRED AND STANDARD CLAUSES

- A. Assignment: Grantee shall not assign, transfer, or convey this Grant Agreement, or any part of this Agreement, without the prior written consent of DDOT.
- B. Non-Discrimination: The Parties shall abide by the provisions of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); the DC Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38, D.C. Official Code §§ 1401.01 *et seq.*) and with all other federal and District laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex, in employment and in providing facilities and services to the public. Nothing in the advertising for employees shall be done which prevent those covered by these laws from qualifying for employment.
- C. Anti-Deficiency Act: Pursuant to the Anti-Deficiency Act, 31 USC § 1341 (a)(1), nothing contained in this Grant Agreement shall be construed as binding on the United States or the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this Grant Agreement for that fiscal year, or as involving the United States or the

District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations.

- D. Interest of Members of Congress: Nothing herein contained shall be deemed inconsistent with or contrary to the purposes or intent of any Act of Congress or the law of the District of Columbia establishing, affecting, or relating to this Agreement. Pursuant to 41 USC § 22, no member of Congress shall be admitted to any share of part of this Agreement, or to any benefits that may arise there from.
- E. Resolution of Disputes: The Director of DDOT (or the Director's designee) shall resolve all disputes arising under this Agreement.
- F. Severance of Terms and Compliances with Applicable Law: The Parties shall comply with all applicable laws and regulations. This Agreement is subject to all laws and regulations governing the Parties hereinafter enacted or promulgated. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws or regulations, whether or not those laws or regulations are specifically listed in this Agreement.
- G. Compliance with Laws: The Grantee shall comply with all applicable federal and District laws and regulations governing its operations, whether or not related to this Agreement or the Project, and the use and expenditures of the grant funds.
- H. Key Officials and Notices: All notices, requests, modifications, and other communications that are required to be in writing, and all concerns regarding the technical implementation and interpretation of this Grant Agreement, shall be personally delivered, faxed, emailed, or mailed to the persons listed below:

For DDOT: Steve Strauss
GRANT ADMINISTRATOR
District Dept. of Transportation
55 M Street, SE, 5th Floor
Washington, DC 20003
202.671-1357 (voice)
steve.strauss@dc.gov

For GRANTEE: Nzinga Baker
Vice President
Union Station Redevelopment Corporation
10 G St., N.E., suite 504
Washington, DC, 20002
Tel: 202-222-0271
nbaker@usrcdc.com

XVII. OPTION TO EXTEND

- A. DDOT may, if legally permitted, extend the term of this Grant for three (3) additional year periods or any fraction thereof. DDOT shall give GRANTEE preliminary written notice of its intent to extend at least thirty (30) days

before the Grant expires. The preliminary notice does not commit DDOT to an extension.

- B. GRANTEE may waive the thirty (30) days notice requirement by providing a written waiver to the District prior to the expiration of the Grant.
- C. If the District exercises an option to extend, the extended Grant shall be considered to include this option provision. The exercise of any option under this grant is contingent upon the appropriation of funds for the respective option.
- D. The total duration of this Grant, including the exercise of any options under this clause shall not exceed fiscal year 2017.

XVIII. LEGAL AUTHORITY

The legal authority for DDOT to enter into this Agreement includes Section 3(c)(3) of the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code §§ 50-921.02 (c)(3) (2012 Repl.))

XIX. GRANTEE'S AFFIRMATIONS

- A. Grantee affirms to have Articles of Incorporation and Bylaws establishing legal authority to enter into this Agreement.
- B. Grantee affirms to being in good standing with the Office of Tax and Revenue and having a Certificate of Good Standing from the Office of Tax and Revenue dated this year.
- C. Grantee affirms to being in good standing with the Department of Consumer and Regulatory Affairs and having a Certificate of Good Standing from the Department of Consumer and Regulatory Affairs dated this year.
- D. Grantee affirms that it has conducted a single audit that meets OMB Circular A-133 standards, if the Grantee expends an aggregate of five hundred thousand dollars (\$500,000) or more in Federal grants in a calendar year.
- E. Grantee affirms that it will require its contractors and subcontractors to conduct a single audit that meets OMB Circular A-133 standards, if the contractor or subcontractor expends an aggregate of five hundred thousand dollars (\$500,000) or more in Federal grants in a calendar year.

DURATION OF AGREEMENT

- A. This Agreement shall become effective on the date the last Party to the Agreement executes the Agreement
- B. The Agreement shall remain effective through September 30, 2014, unless earlier terminated pursuant to Section IX of this Agreement.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

[The rest of this page is left intentionally blank. Signatures are on the next page.]

IN WITNESS WHEREOF, DDOT and USRC have executed this MOA as of the day and year written above.

DISTRICT DEPARTMENT OF TRANSPORTATION

By: _____
Matthew T. Brown, Acting Director

Date: _____

UNION STATION REDEVELOPMENT CORPORATION

By: _____
Beverley Swaim-Staley, President & CEO

Date: _____