

**METROPOLITAN PLANNING ORGANIZATION BOARD
EXECUTIVE COMMITTEE**

1:30 p.m., Wednesday, August 13, 2014
Cape Coral Public Works Building Room 200
815 Nicolas Parkway, Cape Coral, FL 33915



AGENDA

Call to Order

Roll Call

Approval of Minutes

1. *Review and Approval of the Minutes of the June 11th Executive Committee

New Business

2. Public Comments on New Business Items
3. Update on the Development of State and Federal Revenues
4. Long Range Plan Update and Schedule Discussion
5. Discussion on the LeeTran Fare Increase
6. Southwest Florida Regional Planning Council Demand Letter
7. Update on the Status of the TIGER Grant Project

Other Business

8. Public Comments on Items Not on the Agenda
9. Announcements
10. Information and Distribution Items

Adjournment

* Action Items + May Require Action

All meetings of the Lee County Metropolitan Planning Organization (MPO) are open to the public. In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should contact Mr. Johnny Limbaugh at the Lee MPO 48 hours prior to the meeting by calling (239) 330-2242; if you are hearing or speech impaired call (800) 955-8770 Voice / (800) 955-8771 TDD. Or, e-mail jlimbaugh@leempo.com.

The MPO's planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and related statutes. Any person or beneficiary who believes he has been discriminated against because of race, color, religion, sex, age, national origin, disability, or familial status may file a complaint with the Lee County MPO Title VI Coordinator Johnny Limbaugh at (293) 330-2242 or by writing him at P.O. Box 150045, Cape Coral, Florida 33915-0045.

**MINUTES OF THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
BOARD'S EXECUTIVE COMMITTEE**

Held on June 11, 2014

The following members were present for the meeting of the Lee County Metropolitan Planning Organization Board's Executive Committee on June 11, 2014 at Cape Coral Public Works Building, Conference Room 200, 815 Nicholas Parkway E., Cape Coral, Florida.

Councilman Rick Williams	City of Cape Coral
Councilman Thomas Leonardo	City Of Fort Myers
Vice-Mayor Stephen McIntosh	City of Bonita Springs
Mayor Kevin Ruane	City Of Sanibel
Commissioner Cecile Pendergrass	Lee County
Councilman Alan Mandel	Town of Fort Myers Beach

Those also in attendance included: Don Scott and Johnny Limbaugh of Lee County MPO.

CALL TO ORDER

The meeting was called to order at 1:31 p.m. There was a quorum

APPROVAL OF MINUTES

Agenda Item #1 – *Approval of the Minutes of the March 12, 2014 and April 9, 2014 Executive Committee Meetings

NEW BUSINESS

Agenda Item #2 – Public Comments on New Business Items

Comments will be addressed at each agenda item.

Agenda Item #3 – Results of the Revenue Analysis and Staff Recommendations

Don Scott provided an update on revenue analysis study that was conducted by Tindale Oliver and how the MPO staff is currently using this data, along with the input received by FDOT, to estimate the 2040 revenues for the Long Range Plan.

Due to projected population growth in Lee County during this time period, actual local option fuel tax revenues will continue to increase, but at a declining annual rate. When this is applied to what was received for revenue projections previously, there will be some reductions in those projected revenues.

The committee discussed the projected revenue estimates and impact fee projections. And Directed staff to update the table and bring the projections back for further review.

Agenda Item #4 – FDOT Letter on the Maintenance of Sidewalks/Pathways

Don Scott provided an update. MPO staff has requested additional information from FDOT. We have been advised that the response is still be worked on. FDOT was invited but did not attend the meeting.

Agenda Item #5 – Staff Presentation on the Project Scheduling and Online RFP Process

Johnny Limbaugh gave a presentation on the MPO's new E-procurement web site and process and MS project online for tracking MPO projects cost and progress.

Agenda Item #6 – Project Schedule for the Implementation of the TIGER Projects

Don Scott and Johnny Limbaugh gave an update on current activities. The committee also discussed current Bike/Ped activities and concerns.

The MPO staff have been holding weekly meetings with the Federal Highway Administration (FHWA) to keep the project moving towards a successful implementation. The latest version of the TIGER grant agreement that also includes the updated schedule information and staff will also go through the different iterations of the agreement that have occurred based on input from USDOT. Listed below are some of the major activities that have occurred over the last few weeks and staff will provide the latest information at the meeting:

- The Construction Engineering and Inspection Request for Proposal closed on April 28th with seven firms submitting Letters of Interest. The selection committee ranked the firms on May 12th and asked the top four to make a presentation and answer questions on May 27th. Based on the results of presentation/Question and Answer meeting on May 27th, the selection committee ranked the firms: 1. Atkins, 2. High Spans, 3. URS, 4. AIM.
- The environmental determination (Categorical Exclusion) was signed on May 12th.
- The draft agreement is currently being reviewed by USDOT and staff is providing additional back up information, as requested.

Agenda Item #7 – Executive Director Contract Expiring February 2015

The contract with the Executive Director expires on January 30, 2015 and by July 1st of the year before the ending of the agreement, the terms of the agreement can be extended by mutual written agreement of the MPO and the Employee. The current contract has been reviewed by MPO counsel. Derek had some minor changes to address legislative changes. **Mayor Ruane made a motion to extend the Executive Directors contract and Councilman Leonardo seconded the motion. The Motion passed unanimously**

Other Business

Agenda Item #8 – Public Comments on Items Not on the Agenda

There were no comments made under this item.

Agenda Item #9 – Announcements

Council Mandel provide an update on TD trip funding

Councilman Leonardo discussed the upcoming Land Use Study results and the recommendation of scenario “C”

Agenda Item #10 – Information and Distribution Items

None

ADJOURNMENT

UPDATE ON THE DEVELOPMENT OF STATE AND FEDERAL REVENUES

RECOMMENDED ACTION: Review of the staff adjusted State and Federal Revenue projections and update on the development of the local revenues.

The MPO staff have adjusted the State and Federal Revenue projections based on the discussion at the last Executive Committee meeting and those projections are **attached** for review. In addition, we have highlighted the funding that will be used by the MPO to develop the Cost Feasible project list while including, for informational purposes, other possible discretionary funding sources that we will compete for but cannot count on getting. In addition, we have included the maintenance revenues that are provided by the State and are necessary to include in the LRTP documentation. At the meeting, staff will also provide an update on the development of the local revenues.

STATE AND FEDERAL REVENUES
(In YOE Dollars)

Revenue Source	FY 2019 & 2020	FY 2021-2025	FY 2026-2030	FY 2031-2040	22 Yr Total
SIS Highways		\$78,264,000	\$44,859,000		\$123,123,000
Other Arterial Roads	\$40,080,000	\$89,440,000	\$84,560,000	\$185,040,000	\$399,120,000 *
Federal Urban Allocation (SU)	\$14,300,000	\$35,800,000	\$35,800,000	\$71,600,000	\$157,500,000 *
Transporation Alternatives (Urban)	\$1,400,000	\$3,500,000	\$3,500,000	\$7,000,000	\$15,400,000 *
Transportation Alternatives (Districtwide)	\$6,900,000	\$17,300,000	\$17,300,000	\$34,600,000	\$76,100,000
Transit	\$24,400,000	\$62,800,000	\$66,100,000	\$138,500,000	\$291,800,000 *
Statewide New Starts	\$63,300,000	\$174,300,000	\$174,300,000	\$348,600,000	\$760,500,000
TRIP (Districtwide)	\$900,000	\$6,700,000	\$6,700,000	\$13,400,000	\$27,700,000
Districtwide State Operation & Maintenance Funds	\$599,600,000	\$1,530,000,000	\$1,676,000,000	\$3,683,000,000	\$7,488,600,000

LONG RANGE PLAN UPDATE AND SCHEDULE DISCUSSION

RECOMMENDED ACTION: Provide input on the 2040 Long Range Transportation Plan Update and the proposed schedule.

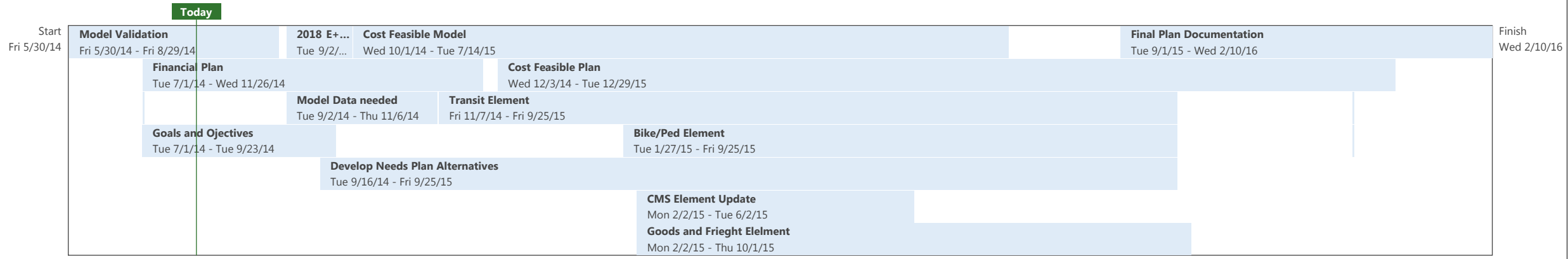
The MPO staff is currently working on some of the tasks involved with the development of the 2040 Long Range Transportation Plan and as part of that process has developed a schedule of activities (**attached**) through adoption in December of 2015. One of the issues that the staff will discuss at the meeting is the initial federal authorization of Planning funds is very low this year (\$146,000 through the first four months of the year) and this may further affect this schedule depending on how much the next authorization is and how long it is supposed to last.

.

2040 Long Range Transportation Plan

July 1, 2014

July 1, 2015



Today

Start
Fri 5/30/14

Finish
Wed 2/10/16

DISCUSSION ON THE LEETRAN FARE INCREASE

DISCUSSION ITEM:

LeeTran is proposing a fare increase and is currently going through the public review process. A presentation will be made at the August 7th TAC and CAC and staff will provide an overview of the presentation at the Executive Committee as the public meeting with the Lee County Board of County Commissioners is scheduled for August 19, 2014. The proposed changes to the fares are **attached**. If it is approved, the change will go into effect on January 1, 2015.

Adult Fares	Current	Proposed
Cash Fare	\$1.25	\$1.50
All-Day Pass	\$3.50	\$4.00
12-Trip Pass	\$12.50	\$13.50
7-Day Pass	\$12.50	\$15.00
31-Day Pass	\$35.00	\$40.00
Cash Fare, Trolley	\$0.50	\$0.75
All-Day Trolley Pass	\$1.50	\$2.00
3-Day Trolley Pass	\$3.00	\$4.00
Discount Fares	Current	Proposed
Student Cash Fare	\$0.60	\$0.75
Senior/Disabled Cash Fare	\$0.60	\$0.75
Student 12-Trip Pass	\$6.00	\$6.75
Senior/Disabled 12-Trip Pass	\$6.00	\$6.75
Student 7-Day Pass	\$10.00	\$12.00
Senior/Disabled 7-Day Pass	\$10.00	\$12.00
Student 31-Day Pass	\$20.00	\$25.00
Senior/Disabled 31-Day Pass	\$20.00	\$25.00
Student Cash Fare, Trolley	\$0.25	\$0.35
Senior/Disabled Cash Fare, Trolley	\$0.25	\$0.35
ADA Fare	Current	Proposed
Single Trip	\$2.50	\$3.00

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL DEMAND LETTER

RECOMMENDED ACTION: Provide input on a resolution to the Southwest Florida Regional Planning Council demand letter.

The MPO attorney has been in discussions with the RPC attorney regarding the \$13,013 that the RPC is attempting to collect from the MPO. Attached is a letter from the RPC regarding this issue and we will report the latest information on this item at the meeting.



Southwest Florida Regional Planning Council

1926 Victoria Avenue, Fort Myers, Florida 33901-3414
(239) 338-2550 FAX (239) 338-2560 SUNCOM (239)748-2550

June 26, 2014

Derek Rooney
Buchanan Ingersoll & Rooney PC
FOWLER WHITE BOGGS
2235 First Street
Fort Myers, Florida 33901

Re: Final Notice of Overdue Lee County MPO Accounts Receivable

Mr. Rooney:

This is a final demand letter regarding this matter. The Lee County MPO's overdue account has been listed as an accounts receivable on the books of the Southwest Florida Regional Planning Council (Council) for several years, and was listed in the Council's annual independent audits for the past few fiscal years. Council staff has made numerous attempts to communicate with the MPO regarding this matter, to no avail; the MPO has not raised any defenses or made any payments on its account.

Council staff has promptly addressed all requests for additional information regarding the matter, including your letter of April 3, 2014, responding to Council's letter of April 19, 2013. In your letter, you requested that Council staff provide supplementary information regarding the nature of all remaining charges, as well as the formula utilized for calculating the MPO's share of fringe and indirect rates; this was done. Since that time, Council staff has made several additional inquiries, asking whether the MPO needed any additional information regarding the nature of outstanding balance, and whether it was willing to negotiate an amicable resolution of the matter; to date, the MPO has not responded.

It is time to resolve this matter; if you do not promptly address this past due balance, we will be left with no recourse other than seek other legal remedies to collect the debt.

Sincerely,

Sean P. McCabe
Regional Counsel

cc: Don Scott, Exec. Dir., Lee County MPO

UPDATE ON THE STATUS OF THE TIGER GRANT PROJECT

DISCUSSION ITEM:

The MPO staff will provide an update on the TIGER grant project. Listed below are the activities that have taken place over the last two months and will be occurring over the next few weeks:

- As of June 27th, the TIGER grant agreement has now been signed and is fully executed (**attached**).
- The Design Build RFP package has been reviewed by FHWA and staff is addressing the comments.
- With the agreement signed, the MPO attorney has drafted a CEI contract and staff has begun negotiations with Atkins.
- After getting access approval, staff has completed the first quarterly report in the RADS system (for TIGER reporting).
- Staff is working on getting access to the Delphi system for invoicing.
- Staff is coordinating with banks to discuss the possibility of a construction line of credit to fill in the gap between invoicing and reimbursement.

1. Award No.
DTFH6114G00006

2. Effective Date
See No. 17, below

3. CFDA No.
20.933

4. Awarded To
Lee County Metropolitan Planning Organization
P. O. Box 150045
Cape Coral, FL 33915-0045
DUNS: 078286488
TIN: 80-0756648

5. Sponsoring Office
Federal Highway Administration
Office of Acquisition Management
HCFA-32, Mail Stop E65-101
1200 New Jersey Ave, S.E.
Washington, DC 20590

6. Period of Performance
Effective Date of Award -
October 15, 2018

7. Total Amount
Base Phase 1: \$ 10,473,900
Total Government Share: \$ 10,473,900
Total Recipient Share: \$ 2,737,018
Total Value: \$ 13,210,918

8. Type of Agreement
Grant

9. Authority
Further Continuing Appropriations Act, 2013
(Pub.L. 113-6, March 26, 2013)

10. Procurement Request No.
70-71-14021

11. Amount Funds Obligated
\$10,473,900.00

12. Submit Payment Requests To
See Section 4.1, Page 10


13. Payment Office
See Section 4.1, Page 10

14. Accounting and Appropriation Data
1540C57E50.2014.070RTDG500.7001000000.41011.61006600 – increase \$10,473,900.00

15. Description of Project
Lee County Complete Streets Initiative

RECIPIENT

16. Signature of Person Authorized to Sign

 6/26/14
Signature Date

Name: Stephen McIntosh
Title: Chairman Lee County MPO

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

 6/27/14
Signature Date

Name: Stephanie Curtis
Agreement Officer

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS
ACT, 2013 (DIVISION F, Pub. L. 113-6, MARCH 26, 2013) FOR THE
NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY
GRANT PROGRAM
(FY 2013 TIGER DISCRETIONARY GRANTS)**

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

LEE COUNTY COMPLETE STREETS INITIATIVE

FHWA FY 2013 TIGER Grant No. 19

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of the Lee County Metropolitan Planning Organization ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Further Continuing Appropriations Act, 2013 (Pub. L. 113-06, March 26, 2013), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2013 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 Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled "Lee County Complete Streets Initiative", 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 the Project.
- 1.3 The Government, having reviewed and considered the Grantee's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of Ten Million Four Hundred Seventy-Three Thousand Nine Hundred Dollars (\$10,473,900), 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 Grantee hereby certifies that not less than Two Million Six Hundred Eighteen Thousand Four Hundred Seventy Five Dollars (\$2,618,475) 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 Grantee 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 Grantee 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://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2013_gr_exhbt_tmp/index.htm

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Grantee
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

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. GRANTEE AND PROJECT INFORMATION

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

2.1 Project's Statement of Work Summary (for further information see Attachment A):

The Lee County Complete Streets Initiative Project will complete three loops (totaling approximately 7 miles) that will serve major portions of Lee County including Fort Myers, Cape Coral and other parts of the County. Together, the three segments will form an integrated system of walking, bicycling, and transit facilities that connect major commercial and residential facilities, providing commuters and others the freedom to move around Lee County without the need for an automobile.

2.2 Project's Schedule Summary (for further information see Attachment B):

Completion of NEPA:	May 12, 2014
Planned Release of RFP/PS&E Approval:	June 26, 2014
Planned Award of CEI	July 10, 2014
Planned Design/Build Contract Award:	August 25, 2014
Planned Start Date for Design/Survey:	September 29, 2014
Planned Start Construction Date:	June 26, 2015
Planned Project Construction Substantial Completion and Open to Traffic Date:	September 16, 2016

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$10,473,900	79%
State Funds (if any):	\$2,206,649*	17%
<u>Local Funds (if any):</u>	<u>\$530,369**</u>	<u>4%</u>
Total Project Cost:	\$13,210,918	100%

*State funds noted are from (DS) State primary highways/PTO funds, (DDR) District Dedicated revenue, (DIH) District In-House funding and (DPTO) State Public Transportation Organization funds

**Local funds (LF) are from Lee County

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements: The project was included in the Bicycle Pedestrian Element of the MPO's Long Range Transportation Plan (LRTP) that was adopted on December 8, 2010. The project was also included in the MPO's Bicycle Pedestrian Master Plan that was adopted on May 20, 2011 which was also added to the MPO's LRTP through an LRTP amendment that was adopted on May 20, 2011. On November 21, 2014, the Transportation Improvement Program was amended to include the funding of the TIGER Design Build criteria package.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date:

Environmental Decision Type and Date: Categorical Exclusion – May 12, 2014

Name of Agency and Office Approving each Environmental Decision Document

Federal Highway Administration
545 John Knox Road, Suite 200, Tallahassee, FL 32303

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee:

078286488

Name of any First-Tier Sub-Grantees or Sub-Recipients: Lee Trans Dun #013461611

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

Donald Scott
Executive Director
Lee County MPO
P.O. Box 150045, Cape Coral, FL 33915-0045
239-330-2241
dscott@leempo.com

and

Johnny Limbaugh
Transportation Planner
Lee County MPO
P.O. Box 150045, Cape Coral, FL 33915-0045
239-330-2242
jlimbaugh@leempo.com

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee 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.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
 - 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by August 26, 2015. Grantee shall represent that the data in the Pre-project Report is current as of May 26, 2015.
 - 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
 - 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by November 3, 2022 which

includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of September 15, 2022.

- 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY 2013 TIGER Discretionary Grant No. 19 - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee 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.
 - 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, 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 Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.

- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

HCFA Contact Designated as Official Contact (AO/AS for this project):

Sarah Berman
Agreement Officer
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E65-101
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-4233
Sarah.Berman@dot.gov

and

Brandon Lorthridge
Agreement Specialist
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E65-101
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-5507
Brandon.Lorthridge@dot.gov

and

Derek Fusco, P.E.
District 6 Transportation Engineer
Federal Highway Administration
545 John Knox Road, Suite 200, Tallahassee, FL 32303
(850)-553-2236
derek.fusco@dot.gov

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E84-444
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

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

SECTION 4. SPECIAL GRANT REQUIREMENTS

4.1 PAYMENT

The Recipient may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions as prescribed by 49 C.F.R 18.22: 2 C.F.R. Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)" not-to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly.

Payments by Reimbursement: Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement (or SF 271, Outlay Report and Request for Reimbursement for Construction Programs), to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable.

The Agreement Officer/Specialist (AO/AS) reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without Agreement Officer's Representatives (AOTR) review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the AO/AS will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System Recipients must eAuthenticate and activate an account by contacting their AO/AS and providing the **full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests**. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO/AS with any changes to their system information.

A tutorial for the eAuthentication and account activation process can be found here:

<http://www.dot.gov/sites/dot.dev/files/docs/eauthentication-user-tutorial-final.pptx>

Recipients registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

The DELPHI eInvoicing website <http://www.dot.gov/cfo/delphi-einvoicing-system.html> provides all training, user guides, Frequently Asked Questions and Help Desk information that a Recipient needs to use the system, including:

- Web-based training at [http://www.dot.gov/sites/all/dot_assets/DOT GR 04-24-2012/lessons/index.html](http://www.dot.gov/sites/all/dot_assets/DOT_GR_04-24-2012/lessons/index.html)
- Desktop User's Manual <http://www.dot.gov/mission/budget/grant-recipient-desktop-user-manual>
- Several Quick Reference Guides (QRGs) at <http://www.dot.gov/mission/budget/arg-searching-saved-and-unsubmitted-or-rejected-invoices>
- QRG for Creating a Standard Invoice at <http://www.dot.gov/mission/budget/arg-creating-standard-invoice>

- QRG for Creating a Credit Memo at <http://www.dot.gov/mission/budget/qrg-creating-credit-memo>

Account Management: The Recipient should contact their AO/AS when POCs have left their organization or are no longer will be submitting invoices, with the **full name, title, phone number, e-mail address, and user ID** of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity, the Recipient should contact their AO/AS with the **full name, title, phone number, e-mail address, and user ID** of the POC to be reactivated. *Note: To prevent being timed out due to no-activity, users should login once within 45 days of their last login.*

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO/AS. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to:

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a waiver, the Recipient should submit all hard-copy SF 270s (or SF 271) directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Brandon Lorthridge

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FHWA Recipients.

- 4.2 The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.
- 4.3 The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- 4.4 Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
- 4.5 Financial Management System: By signing this agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 C.F.R. Part 18. The Grantee's failure to comply with these requirements may result in agreement termination.
- 4.6 Allowability of Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 C.F.R. Part 225, OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.
- 4.7 Notwithstanding the provisions set out in section 5.3 of this Grant Agreement, the Grantee shall promptly notify the Agreement Officer in writing of any necessary or proposed changes or amendments to the Project's budget or schedule information set out in Attachment B and/or Attachment C. Further, the Grantee shall provide proposed revised and updated versions of those Attachments to the Agreement Officer, no later than 14 calendar days later.

4.8 SUBGRANTS AND SUBCONTRACTS

Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the AO 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 of a value less than \$150,000.

The following subcontracts are currently approved under the grant agreement award:

None

Approval of each subcontract and subgrant is contingent upon a price fair and reasonableness determination and approval by the AO for each proposed subgrantee and subcontractor. Consent to enter into any subcontract and subgrant will be issued through a formal amendment to this Agreement.

- 4.9 There are no other special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
- 5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email);
 - 5.1.2 The Grantee fails to begin construction before October 30, 2015;
 - 5.1.3 The Grantee fails to begin expenditure of Grant funds by November 30, 2015;
 - 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee 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 DOT on or before September 30, 2014. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2019, 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 Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. 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.

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

- 6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in 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 Grantee and the Government; provided, however, that the Grantee shall

execute this Agreement, and then submit three (3) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

6.3 Survival: Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

EXECUTION BY THE GOVERNMENT

Executed this 27th day of June, 2014.

Stephanie D. Curtis

Signature of Government's Authorized Representative

Stephanie D. Curtis

Name of Government's Authorized Representative


Agreement Officer

Title

EXECUTION BY LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

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

Executed this 5th day of June, 2014.



Signature of Grantee's Authorized Representative

Stephen McIntosh

Name of Grantee's Authorized Representative

MPO CHAIR

Title

ATTACHMENT A STATEMENT OF WORK

The Lee County Complete Streets Initiative Project will complete three loops (totaling approximately 7 miles) that will serve major portions of Lee County including Fort Myers, Cape Coral and other parts of the County. Together, the three segments will form an integrated system of walking, bicycling, and transit facilities that connect major commercial and residential facilities, providing commuters and other the freedom to move around Lee County without the need for an automobile.

The Lee County Metropolitan Planning Organization will be designing and constructing sidewalks, pathways, paved shoulders and bus shelters filling in gaps through a design build project. The project phases include the Design, Construction and Construction Engineering Inspection of the following segments:

Tour De Parks –

Three Local funded Segments:

- LeeTran Passenger Amenities
- Bike lanes along Daniels Parkway from Six Mile to I-75
- Pathway along Colonial from Metro Parkway to Veronica Shoemaker

Five TIGER funded Segments:

- Pathway along Daniels Parkway from Six Mile Cypress to I-75
- Pathway along Colonial Boulevard from Veronica Shoemaker to East of Winkler Avenue
- Pathway along Daniels Parkway from I-75 to Treeline Avenue
- Paved shoulders along Six Mile Cypress from Metro Parkway to Daniels Parkway
- Pathway along Daniels parkway from Treeline Avenue to the Red Sox Stadium

Major activities include:

- Design and survey
- Mobilization and site preparation
- Maintenance of traffic
- Earthwork
- Constructing boardwalks
- Drainage and utilities
- Paving and sidewalks
- Signing and marking

University Loop-

Three TIGER funded Segments:

- Paved Shoulders on Corkscrew Road from Woodlands Road to Ben Hill Griffin Parkway
- Pathway along FGCU entrance road from Ben Hill Griffin to FGCU Boulevard

- Install bike storage facility
- Major activities include:
- Design and survey
 - Mobilization and site preparation
 - Maintenance of traffic
 - Earthwork
 - Drainage and utilities
 - Paving, sidewalks and bike storage
 - Signing and marking

Bi-County Connector-

Five Local Funded Segments:

- Lighting along US 41 from Coconut Road to San Carlos Boulevard
- Widening of US 41 to include sidewalks and bike lanes from Corkscrew to San Carlos
- Bike Lanes on US 41 from San Carlos to Alico
- Design of bike lanes and sidewalks on Bonita beach Road from West of US 41 to Old 41
- Service funding for LinC Bus route from US 41/Coconut Point to US 41/Immokalee Road

Five TIGER funded Segments:

- Sidewalk along Constitution Boulevard from US 41 to Constitution Circle
- Sidewalk along Constitution Circle from Iris to Sanibel Boulevard
- Sidewalk along Sanibel Boulevard from Iris to Lee Road
- Sidewalk along Lee Road from Sanibel Boulevard to Alico Road
- Installation of Bus Shelters

Major activities include:

- Design and survey
- Mobilization and site preparation
- Maintenance of traffic
- Earthwork
- Drainage and utilities
- Paving and sidewalks
- Installation of bus shelters
- Signing and marking

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

Completion of NEPA:	May 12, 2014
Planned Release of Design/Build RFP:	June 26, 2014
Planned Design/Build Contract Award:	August 25, 2014

Tour De Parks:

Planned Start of Design/Survey	September 29, 2014
Planned Completion of Design/Survey:	August 28, 2015
Planned	
Mobilization/Site Prep. Start Date:	August 31, 2015
Planned Mobilization/Site Prep. Completion Date:	September 25, 2015
Planned Start of Maintenance of Traffic:	September 28, 2015
Planned Completion of Maintenance of Traffic:	September 16, 2016
Planned Start of Earthwork:	September 28, 2015
Planned Completion of Earthwork:	January 15, 2016
Planned Start of Boardwalks:	November 2, 2015
Planned Completion of Boardwalks:	April 22, 2016
Planned Start of Drainage/Utilities Work:	December 21, 2015
Planned Completion of Drainage/Utilities Work:	March 11, 2016
Planned Start of Paving/Sidewalks:	March 14, 2016
Planned Completion of Paving/Sidewalks:	July 8, 2016
Planned Start of Signing and Marking:	July 11, 2016
Planned Completion of Signing and Marking:	September 16, 2016
Planned Project Construction Substantial Completion and Open to Traffic Date:	September 16, 2016
Planned Project Closeout Date:	February 17, 2017

University Loop:

Planned Start of Design/Survey:	September 29, 2014
Planned Completion of Design/Survey:	June 23, 2015
Planned Start of Mobilization/Site Prep:	June 26, 2015
Planned Completion of Mobilization/Site Prep:	July 22, 2015
Planned Start of Maintenance of Traffic:	July 20, 2015
Planned Completion of Maintenance of Traffic:	March 31, 2016
Planned Start of Earthwork:	July 20, 2015
Planned Completion of Earthwork:	October 9, 2015
Planned Start of Drainage/Utilities Work:	September 2, 2015
Planned Completion of Drainage/Utilities Work:	October 7, 2015
Planned Start of Paving/Sidewalks:	October 9, 2015
Planned Completion of Paving/Sidewalks:	February 5, 2016
Planned Installation of Bike Storage:	January 8, 2016
Planned Completion of Bike Storage:	February 5, 2016
Planned Start of Signing and Marking:	February 8, 2016
Planned Completion of Signing and Marking:	March 31, 2016
Planned Construction Substantial Completion:	March 31, 2016
Planned Project Closeout Date:	September 30, 2016

Bi-County

Planned Start of Design/Survey:	September 29, 2014
Planned Completion of Design/Survey:	July 3, 2015
Planned Start of Mobilization/Site Prep:	July 6, 2015
Planned Completion of Mobilization/Site Prep:	July 31, 2015
Planned Start of Maintenance of Traffic:	August 3, 2015
Planned Completion of Maintenance of Traffic:	June 3, 2016
Planned Start of Earthwork:	August 3, 2015
Planned Completion of Earthwork:	November 2, 2015

Planned Start of Drainage/Utilities Work:	October 26, 2015
Planned Completion of Drainage/Utilities Work:	December 18, 2015
Planned Start of Paving/Sidewalks:	December 21, 2015
Planned Completion of Paving/Sidewalks:	April 8, 2016
Planned Installation of Bus Shelters:	January 8, 2016
Planned Completion of Bus Shelters:	March 18, 2016
Planned Start of Signing and Marking:	April 11, 2016
Planned Completion of Signing and Marking:	June 3, 2016
Planned Construction Substantial Completion:	June 3, 2016
Planned Project Closeout Date:	December 9, 2016

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

Activity	FY13 TIGER Funds	Local Funds (LF)**	State Funds (DDR, DS, DIH & DPTO)*	Project Cost
Tour De Parks:				
LeeTran Passenger Amenities			\$371,749	\$371,749
Daniels Bike Lanes		\$228,000		\$228,000
Colonial Pathway			\$18,185	\$18,185
Design/Survey	\$1,060,332			\$1,060,332
Mobilization/Site Prep	\$729,167			\$729,167
MOT	\$261,852			\$261,852
Earthwork	\$995,556			\$995,556
Boardwalks	\$1,085,648			\$1,085,648
Drainage/Utilities	\$341,399			\$341,399
Paving/Sidewalks	\$1,404,291			\$1,404,291
Signing & Marking	\$187,689			\$187,689
University Loop:				
Design/Survey	\$217,309			\$217,309
Mobilization/Site Prep.	\$135,074			\$135,074
MOT	\$52,889			\$52,889
Earthwork	\$202,222			\$202,222
Drainage/Utilities	\$47,704			\$47,704
Paving/Sidewalk/Bike Storage	\$515,284			\$515,284
Signing & Marking	\$60,926			\$60,926
Bi-County Connector:				
US 41 Lighting			\$62,354	\$62,354
US 41 Widening			\$841,361	\$841,361
US 41 Bike Lanes			\$10,000	\$10,000
Bonita Beach Rd		\$302,369		\$302,369
Service Dev. Grant			\$903,000	\$903,000
Design/Survey	\$294,921			\$294,921
Mobilization/Site	\$180,769			\$180,769

Prep				
MOT	\$58,171			\$58,171
Earthwork	\$188,773			\$188,773
Drainage/Utilities	\$501,053			\$501,053
Paving/Sidewalks	\$368,277			\$368,277
Bus Shelters	\$139,480			\$139,480
Signing & Marking	\$145,114			\$145,114
CEI for entire project	\$1,300,000			\$1,300,000
Total LCS	\$10,473,900	\$530,369	\$2,206,649	\$13,210,918

* District Dedicated Revenue (DDR), State Primary Highways (DS), District In-House funding (DIH), and State Public Transportation Organization funds (DPTO)

**Lee County local funds (LF)

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

Study Area: The study area includes the three major links of the Lee County Complete Streets Initiative which includes the Bi-County Connector, the University Loop and the Tour De Parks segments in Lee County, FL. The annual data will be collected along the roadways throughout the corridor and the daily count and survey data will be collected at pre-selected spots throughout the corridor each year over the reporting period.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average Daily Bicycle and Pedestrian Counts	Average daily bicycle and pedestrian counts by conducting hourly counts at key locations within the study area.	Baseline Measurement: Average Daily Count Base: Current as of May 26, 2015 Interim Performance Measures: Current as of September 15, annually	Baseline Measurement: August 26, 2015 Interim Performance Measures: Accurate as of Nov 3 for a period of 5 years beginning November 3, 2017

<p>Annual Non-Vehicle (Bike and Pedestrian) Crash Rates by Type and Severity</p>	<p>Non-vehicle crash rates will be measured and reported as crashes per 100 million VMT and identified by the following severity categories: fatal, injury, and property-damage-only (PDO) crashes.</p>	<p>Baseline Measurement: Current as of May 26, 2015 Interim Performance Measures: September 15, annually</p>	<p>Baseline Measurement: August 26, 2015 Interim Performance Measures: Accurate as of Nov 3 for a period of 5 years beginning November 3, 2017</p>
<p>Transit Passenger Counts</p>	<p>Daily boarding and alighting counts by route and time of day for transit stops in the study area</p>	<p>Baseline Measurement: Current as of May 26, 2015 Interim Performance Measures: Current as of September 15, annually</p>	<p>Baseline Measurement: August 26, 2015 Interim Performance Measures: Accurate as of Nov 3 for a period of 5 years beginning November 3, 2017</p>
<p>Customer Survey</p>	<p>Survey data on the trip purpose (work, recreation, shopping, exercise or school) along with trip length</p>	<p>Baseline Measurement: Current as of May 26, 2015 Interim Performance Measures: Current as of September 15, annually</p>	<p>Baseline Measurement: August 26, 2015 Interim Performance Measures: s on November 3, 2018 and November 3, 2021</p>