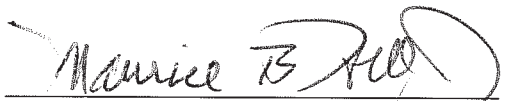


1. **Award No.**
[REDACTED]
2. **Effective Date**
See No. 17 Below
3. **CFDA No.**
[REDACTED]
4. **Award To**
Township of Toms River
33 Washington Street
Toms River, NJ 08753
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590
- DUNS No. [REDACTED]
TIN No. [REDACTED]
6. **Period of Performance**
Effective Date of Award – August 1,
2025
7. **Total Amount**
- | | |
|------------------|--------------------|
| Federal Share: | \$5,660,000 |
| Recipient Share: | \$2,244,000 |
| Total: | \$7,904,000 |
8. **Type of Agreement**
Grant
9. **Authority**
Consolidated Appropriations Act, 2018 (Pub.
L. 115-141, March 23, 2018)
10. **Procurement Request No.**
[REDACTED]
11. **Federal Funds Obligated**
\$5,660,000
12. **Submit Payment Requests To**
See Section 11.3, Page 14
13. **Payment Office**
See Section 11.3, Page 14
14. **Accounting and Appropriations Data**
[REDACTED]
15. **Description of Project**
“Downtown Toms River Loop Road Project”

RECIPIENT

16. **Signature of Person Authorized to Sign**


 Signature _____ Date 9/17/20
 Name: Maurice B. Hill
 Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

17. **Signature of Agreement Officer**

ROBIN K HOBBS Digitally signed by ROBIN K HOBBS
Date: 2020.09.18 07:38:12 -04'00'
 Signature _____ Date _____
 Name: Robin K. Hobbs
 Title: Agreement Officer

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

GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2018
(PUB. L. 115-141, MARCH 23, 2018)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2018 BUILD TRANSPORTATION DISCRETIONARY GRANTS)

TOWNSHIP OF TOMS RIVER

DOWNTOWN TOMS RIVER LOOP ROAD PROJECT

FHWA FY 2018 BUILD Grant No. 59

This agreement is between the United States Department of Transportation (the “USDOT”) and Township of Toms River (the “Recipient”). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2018 (Pub. L. 115-141, March 23, 2018), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2018, 83 FR 18651 (April 27, 2018) (the “NOFO”). In this agreement, “FY 2018 BUILD Transportation Discretionary Grant” means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

- 1.1 **Operating Administration.** The Federal Highway Administration (the “FHWA”) will administer this agreement on behalf of the USDOT. In this agreement, the “Administering Operating Administration” means the FHWA.
- 1.2 **Application.**
- (a) The application for funding was dated July 17, 2018 and titled “Downtown Toms River Loop Road Project.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.
 - (b) The Recipient states that:
 - (1) all material statements of fact in the application were accurate when that application was submitted; and
 - (2) Attachment E documents all material changes in the information contained in that application.

1.3 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant local or regional impact. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the application identified in section 1.2, as modified by section 2.3 and Attachment C.

In this agreement, the “**Project**” means the project proposed in the application identified in section 1.2, as modified by the negotiated provisions of this agreement, including sections 2.1, 2.2, and 2.3 and the attachments referenced in section 1.9.

1.4 **Federal Award Amount.** The USDOT hereby awards a FY 2018 BUILD Transportation Discretionary Grant in the amount of \$5,660,000 for the period of performance. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.5 **Period of Performance.**

- (a) The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2.
- (b) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (c) The Recipient shall not charge to this award costs that were incurred before the date of this agreement. This restriction includes any costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458 incurred prior to the date of this agreement. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for this Project.

1.6 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.7 **Fund Obligation.**

This agreement obligates the total amount of funds stated in section 1.4.

1.8 **Federal Award Identification Number.** See Page 1, Line 1 for the Federal Award Identification Number.

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

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

ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

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

The project will construct a series of roadway improvements to create a loop between the Garden State Parkway and waterfront business district including elevating and reconstructing Herflicker Boulevard as a one-way complete street, converting Water Street to a one-way complete street, upgrading Irons Street, Adafre Avenue, and Highland Parkway to complete streets, and adding or improving traffic signalization at approximately eight intersections through the project area.

2.2 **Summary of Project's Estimated Schedule.** (See Attachment B for additional details).

| | |
|--|------------------|
| Planned Start of Preliminary Engineering: | May 1, 2021 |
| Planned Completion of NEPA: | October 31, 2021 |
| Planned Completion of Final Design: | November 1, 2022 |
| Planned PS&E Approval: | January 2, 2023 |
| Planned Construction Start Date: | May 1, 2023 |
| Planned Construction Substantial Completion and Open to Traffic Date: | April 1, 2025 |
| Period of Performance End Date: | August 1, 2025 |
| Planned Project Closeout Date: | August 1, 2026 |

2.3 **Summary of Project's Estimated Budget.** (See Attachment C for additional details).

BUILD Funds and Additional Sources of Project Funds:

| | |
|------------------------------------|-------------|
| BUILD Grant Amount: | \$5,660,000 |
| Other Federal Funds (if any): | \$ 0 |
| State Funds (if any): | \$ 0 |
| Local Funds ¹ (if any): | \$2,244,000 |
| Private Funds (if any): | \$ 0 |
| Other Funds (if any): | \$ 0 |
| Total Project Cost: | \$7,904,000 |

¹ The Township intends to fund the BUILD Grant local match of \$2,244,000 from the adoption of a bond ordinance (Capital Project) by the Township Council.

2.4 **Recipient Cost Share Certification.**

As negotiated, the Recipient hereby certifies that not less than \$2,244,000 in non-Federal funds are committed to fund the Project.

2.5 **Project's State and Local Planning Requirements.**

The North Jersey Transportation Planning Authority (NJTPA) added the project to its Transportation Improvement Plan as "New Project Addition Revision 1, June 9, 2020 under RCIS Category "Road Enhancement".

The project was listed as DBNUM N2009 on the Statewide Transportation Improvement Program (STIP) and approved by FHWA on June 25, 2020.

2.6 **Project's Environmental Approvals and Processes.**

Environmental Documentation Type, Titles and Date:

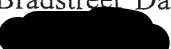
It is anticipated that the level of environmental documentation will be a Categorical Exclusion and the planned approval date is October 31, 2021.

Environmental Decision Type and Date:

It is anticipated that the level of environmental documentation will be a Categorical Exclusion and the planned approval date is October 31, 2021.

Name of Agency and Office Approving each Environmental Decision Document:
FHWA New Jersey Division

2.7 **Recipient's and any Subrecipient's Unique Entity Identifiers.**

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

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

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified): N/A

2.8 Recipient Contacts.

David G. Roberts
Township Planner (Responsible Charge)
Township of Toms River
33 Washington Street
PO Box 728
Toms River, NJ 08754
(732) 341-1000 x 8354
droberts@tomsrivertownship.com

Robert J. Chankalian, PE, CME
Township Engineer
Township of Toms River
33 Washington Street
PO Box 728
Toms River, NJ 08754
(732) 341-1000 x 8335
rchankalian@tomsrivertownship.com

Robert Hudak
Assistant Township Planner (Responsible Charge backup)
Township of Toms River
33 Washington Street
PO Box 728
Toms River, NJ 08754
(732) 341-1000 x 8356
rhudak@tomsrivertownship.com

ARTICLE 3. GENERAL REPORTING TERMS

- 3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.
- 3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

- 3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient's timely submission of the reports that this agreement requires, or the Recipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 4. PROGRESS REPORTING

- 4.1 **Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 4.2 **Closeout Information.** No later than 90 days after the period of performance end date that is listed in section 2.2, the Recipient shall:
- (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and any other information required under the Administering Operating Administration's closeout procedures; and
 - (2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.
- 4.3 **Project Closeout.** In this agreement, "Project Closeout" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in section 4.2.

ARTICLE 5. PERFORMANCE REPORTING

- 5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.
- 5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:

- (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and
- (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

6.2 **Limited Unilateral Modifications.**

- (a) The Recipient may update the contacts who are listed in section 2.8 by written notice to all of the USDOT contacts who are listed in section 9.1.
- (b) The USDOT may update the contacts who are listed in section 9.1 by written notice to all of the Recipient contacts who are listed in section 2.8.

6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or

supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 7.1 **Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.
- 7.2 **Schedule Changes.** If the Project's substantial completion date changes to a date that is more than six months after the substantial completion date listed in section 2.2 or a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- 7.3 **Budget Changes.**
- (a) If, in comparing the Project's budget to the amounts listed in section 2.3, the "Other Federal Funds" amount increases or one or more of the "State Funds," "Local Funds," "Private Funds," "Other Funds," or "Total Project Cost" amounts decrease, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
 - (b) If the actual eligible project costs are less than the "Total Project Cost" that is listed in section 2.3, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, specific additional activities that are within the scope of this award, as defined in sections 1.3 and 2.1, and that the Recipient could complete with the difference between the "Total Project Cost" that is listed in section 2.3 and the actual eligible project costs.
 - (c) If the actual eligible project costs are less than the "Total Project Cost" that is listed in section 2.3 and either the Recipient does not make a proposal under section 7.3(b) or the USDOT does not accept the Recipient's proposal under section 7.3(b), then:
 - (1) in a request under section 7.3(a), the Recipient shall reduce the Federal Share by the difference between the "Total Project Cost" that is listed in section 2.3 and the actual eligible project costs; and
 - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the “BUILD Grant Amount” and the “Other Federal Funds (if any)” amounts that are listed in section 2.3.

- (d) The Recipient acknowledges that amounts that are required to be refunded under section 7.3(c)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.345 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

7.4 **USDOT Acceptance of Changes.** The USDOT may accept or reject modifications requested under this article 7, and in doing so may elect to consider only the interests of the BUILD Transportation Discretionary Grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 7 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 6.1.

ARTICLE 8. TERMINATION AND EXPIRATION

8.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) The Recipient fails to obtain or provide any non-BUILD Transportation Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2, 2.3, and 2.4;
 - (2) The Recipient fails to begin preliminary engineering before **July 1, 2021**;
 - (3) The Recipient fails to begin expenditure of award funds by **August 12, 2021**;
 - (4) The Recipient fails to achieve the Construction Substantial Completion and Open to Traffic Date by **August 1, 2025**;
 - (5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
 - (6) The USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section the USDOT may elect to consider only the interests of the USDOT.

8.2 **Closeout Termination.** This agreement terminates on Project Closeout.

8.3 Fund Liquidation, Adjustment, and Cancellation.

- (a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient

acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).

- (b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 C.F.R. 200.343–.345.
- (c) Outstanding FY 2018 BUILD Transportation Discretionary Grant balances are canceled by statute after September 30, 2025, and are then unavailable for any purpose, including adjustments and expenditures.

8.4 **Reporting Survival.** The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

ARTICLE 9. USDOT CONTACTS

9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Robin K. Hobbs
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E65-324
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-4004
robin.hobbs@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E66-205
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-8887
travis.wheeler@dot.gov

and

Mamun Rashid
Transportation Engineer
Federal Highway Administration - NJ Division
840 Bear Tavern Road, Suite 202,
West Trenton, NJ 08628

(609) 637-4237
Mamun.Rashid@dot.gov

and

FHWA BUILD Transportation Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-206
Washington, DC 20590
(202) 366-2639
FHWA-TIGER.Reports@dot.gov

and

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

ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

- 10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled “National Infrastructure Investments,” with number 20.933 in the Catalog of Federal Domestic Assistance.
- 10.2 **Research and Development Designation.** This award is not for research and development.
- 10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: https://ops.fhwa.dot.gov/freight/infrastructure/build/fy2018_gr_exhbt/index.htm
- | | |
|-----------|--|
| Exhibit A | Legislative Authority |
| Exhibit B | General Terms and Conditions |
| Exhibit C | Applicable Federal Laws and Regulations |
| Exhibit D | Grant Assurances |
| Exhibit E | Responsibility and Authority of the Recipient |
| Exhibit F | Reimbursement of Project Costs |
| Exhibit G | Grant Requirements and Contract Clauses |
| Exhibit H | Quarterly Progress Reports: Format and Content |
- 10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the

attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 Subawards and Contracts.

- (a) The Recipient shall obtain prior written approval from the Agreement Officer (the "AO") for the subaward, transfer, or contracting out of any work under this agreement.
- (b) Approval of a subaward or contract under this agreement is contingent upon a fair and reasonable price determination and AO approval of each proposed subrecipient and contractor.
- (c) The USDOT hereby approves the following subawards and contracts under this agreement:

No subawards or contracts have been approved.

- 11.2 **Key Personnel.** The Recipient shall provide written notice to the AO no later than 30 days after any change in key personnel identified in this section. The following individuals are key personnel:

| Name | Title/Position |
|--------------------------------|------------------------------------|
| David G. Roberts, AICP/PP, LLA | Township Planner (RC) |
| Robert J. Chankalian, PE, CME | Township Engineer |
| Robert Hudak, AICP/PP | Asst. Township Planner (RC backup) |

11.3 Reimbursement Requests.

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 1.7 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement in section 11.3(b) that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request 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.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

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

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

11.4 USDOT is acting in reliance on the Township's representation in the application that NJDOT will complete the Route 166 bridge replacement project prior to completion of the grant project. That representation was based on Local Government scope and schedule updates in two meetings with the NJDOT's project engineers in 2017 and 2018 prior to the Township's submission of the BUILD Grant application. The parties acknowledge that the Rt. 166 bridge replacement project is under the control of NJDOT and, while Final Design is now expected to begin before the end of 2020 and construction is anticipated to be from mid-2022 to 2024, the Township would have no control over any delays encountered by NJDOT that result in completion of the bridge replacement after the work covered under this Grant Agreement. However, the scope of the improvements under this Grant Agreement does not include the segment of Route 166 (northbound) with the two bridges to be replaced and would therefore be able to function independently until the new bridges become operational. As such, a delay in the NJDOT's bridge replacement project shall not be deemed by USDOT as a default of this section of the Agreement on the part of the Township.

11.5 The entire amount of the BUILD FY 2018 Discretionary Grant stated in Section 1.4 will be obligated upon the Government's execution of this grant agreement.

- (a) Costs incurred before Ocean County, New Jersey, completes the Concept Development phase and FHWA approves the Recipient's Architectural and Engineering design firm are not allowable costs under this agreement.
- (b) The Recipient shall not obligate any funds (Federal or non-Federal) for, expend any funds (Federal or non-Federal) for, or otherwise begin any part of final design or construction for the Project unless and until:
 - (1) FHWA complies with the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations; and
 - (2) FHWA has provided the Recipient with a written notice that the environmental review process is complete.

The Recipient acknowledges that is required to conduct certain environmental analyses and to prepare and submit to FHWA documents required under NEPA, NHPA, and other applicable environmental statutes and regulations before FHWA can provide the Recipient with a written notice under this subsection (b).

- (c) Reimbursements for eligible construction costs may not occur until the FHWA approves the recipient's Plans, Specifications, and Estimate (PS&E) package. Construction costs that are incurred before FHWA approves the Recipient's PS&E package are not allowable costs under this agreement.
- (d) The Government's execution of this grant agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding Federal-aid highway projects undertaken in accordance with Title 23 of the U.S. Code and Title 23 of the Code of Federal Regulations. The Recipient shall comply with all applicable Federal requirements before incurring any costs under the agreement.

11.6 **Final Section.** There are no other special grant requirements for this project.

ARTICLE 12. EXECUTION

12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT

for execution. This instrument constitutes a FY 2018 BUILD Transportation Discretionary Grant when it is signed and dated by the authorized official of the USDOT.

EXECUTION BY THE USDOT

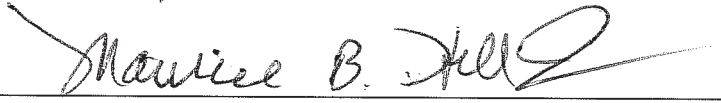
Executed this 18TH day of September, 2020.

Robin K. Hobbs
Agreement Officer

EXECUTION BY TOWNSHIP OF TOMS RIVER

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

Executed this 17th day of September, 2020.

A handwritten signature in black ink that reads "Maurice B. Hill". The signature is written in a cursive style and is positioned above a horizontal line.

Maurice B. Hill
Mayor

ATTACHMENT A STATEMENT OF WORK

The project will construct a series of roadway improvements to create a loop between the Garden State Parkway and waterfront business district including elevating and reconstructing Herflicker Boulevard as a one-way complete street, converting Water Street to a one-way complete street, upgrading Irons Street, Adafre Avenue, and Highland Parkway to complete streets, and adding or improving traffic signalization at approximately eight intersections through the project area.

Major Project Activities

Preliminary Engineering & NEPA

Final Design/PS&E Package Development

Herflicker Boulevard – Reconstruction and elevation of Herflicker Boulevard from Route 166 (Herflicker Boulevard bridge) to Highland Parkway. This new road will provide a parallel route to Water Street, which is currently the only direct connection between downtown Toms River and the Garden State Parkway at Exit 81. Based on preliminary Synchro modeling done in 2015, the new Herflicker Boulevard would allow for a “loop” circulation pattern in combination with Water Street, but also act as an evacuation route to the Garden State Parkway in the event of a flood emergency.

Street Reconstruction – Upgrade to an urban complete streets template and transitional paving of Water Street, Irons Street, Adafre Avenue and Highland Parkway. The street network will need to be transitioned to the elevated and reconstructed Herflicker Boulevard in order to create a grid. The loop circulation pattern relies on the grid to accommodate the preferred circulation pattern that is expected to involve a combination of one-way and two-way streets.

Traffic Signalization – The full grid circulation system in the preferred concept will require new synchronized signalization at a minimum of eight intersections, with the potential of a roundabout as an alternative at the intersection of Highland Parkway and the northbound ramp of the Garden State Parkway at Exit 81. Final determination of the number of intersections requiring signals or signal upgrades will be made prior to the Preliminary Engineering phase. These signals will be coordinated to assign an adoptive cycle length of 90 to 120 seconds based on the time of day, subject to final computer analysis by the Ocean County Engineer’s office during the Concept Development phase.

Construction Administration

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

| | |
|--|------------------|
| Planned Start of Preliminary Engineering: | May 1, 2021 |
| Planned End of Preliminary Engineering: | May 1, 2022 |
| Planned Completion of NEPA: | October 31, 2021 |
| Planned Start of Final Design: | May 1, 2022 |
| Planned Completion of Final Design: | November 1, 2022 |
| Planned Start of Right of Way Acquisition: | October 1, 2020 |
| Planned End of Right of Way Acquisition: | April 1, 2021 |
| Planned PS&E Approval: | January 2, 2023 |
| Planned Construction Contract Award Date: | April 1, 2023 |
| Planned Construction Start Date: | May 1, 2023 |

| Major Project Activity | Planned Start Date | Planned End Date |
|-------------------------------|---------------------------|-------------------------|
| Heflicker Boulevard | April 1, 2023 | December 31, 2023 |
| Street Reconstruction | January 5, 2024 | August 9, 2024 |
| Traffic Signalization | September 1, 2024 | April 4, 2025 |
| Construction Administration | April 1, 2023 | May 1, 2025 |

| | |
|--|----------------|
| Planned Construction Substantial Completion and Open to Traffic Date: | April 1, 2025 |
| Period of Performance End Date: | August 1, 2025 |
| Planned Project Closeout Date: | August 1, 2026 |

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

| Activity | FY 2018 BUILD Transportation Discretionary Grant Funds | Other Federal Funds | Match to Other Federal Funds | Local Funds¹ | State Funds | Other Funds | Project Cost |
|---------------------------------------|---|------------------------------------|---|------------------------------------|------------------------|------------------------|-------------------------|
| Preliminary Engineering & NEPA | \$250,000 | | | \$50,000 | | | \$300,000 |
| Final Design/PS&E Package Development | \$175,000 | | | \$115,000 | | | \$290,000 |
| Right of Way Acquisition | \$0 | | | \$50,000 | | | \$50,000 |
| Herflicker Boulevard | \$1,000,000 | | | \$377,000 | | | \$1,377,000 |
| Street Reconstruction | \$1,100,000 | | | \$183,000 | | | \$1,283,000 |
| Traffic Signalization | \$2,400,000 | | | \$275,000 | | | \$2,675,000 |
| Construction Administration | \$735,000 | | | \$177,000 | | | \$912,000 |
| Contingency | \$0 | | | \$1,017,000 | | | \$1,017,000 |
| TOTAL | \$5,660,000 | | | \$2,244,000 | | | \$7,904,000 |

¹ The Township intends to fund the BUILD Grant local match of \$2,244,000 from the adoption of a bond ordinance (Capital Project) by the Township Council.

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

Study Area: The Study Area for performance measurement comprises an area of approximately 25 acres in Toms River Township, Ocean County, New Jersey. It is bounded by Main Street in South Toms River to the south, the Garden State Parkway to the west, West Water Street to the north and Main Street in Toms River to the east.

Pre-project Measurement Date: April 1, 2023

Pre-project Report Date: July 1, 2023

Project Outcomes Report Date: April 1, 2029

Table 1: Performance Measurement Table

| Measure | Description and Category of Measure | Measurement Period | Reporting Period |
|-----------------------------|--|--|---|
| Auto Crash Rates by Type | Safety 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. | Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of April 1, 2026 April 1, 2027 April 1, 2028 | Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning June 1, 2026 June 1, 2027 June 1, 2028 |
| Average Daily Traffic (ADT) | Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area. | Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of April 1, 2026 April 1, 2027 | Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning June 1, 2026 June 1, 2027 June 1, 2028 |

| Measure | Description and Category of Measure | Measurement Period | Reporting Period |
|----------------------------|--|--|---|
| Travel Time Savings | <p>Economic Competitiveness</p> <p>Travel time savings for traffic measured during peak and off-peak periods as defined by the project study area.</p> | <p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures: Accurate as of April 1, 2026 April 1, 2027 April 1, 2028</p> | <p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning June 1, 2026 June 1, 2027 June 1, 2028</p> |
| Average Intersection Delay | <p>Economic Competitiveness</p> <p>The measure assesses the time spent stopped in queue while waiting to pass through the intersection.</p> | <p>Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date</p> <p>Interim Performance Measures: Accurate as of April 1, 2026 April 1, 2027 April 1, 2028</p> | <p>Baseline Measurement: Pre-project Report Date</p> <p>Interim Performance Measures: For a period of 3 years, beginning June 1, 2026 June 1, 2027 June 1, 2028</p> |

ATTACHMENT E MATERIAL CHANGES FROM APPLICATION

Scope: The scope of the project described in the grant application creates a loop between the Garden State Parkway and waterfront business district, including elevating and reconstructing Herflicker Boulevard as a one-way complete street, converting Water Street to a one-way complete street, and making roadway improvements and upgrades on Irons Street, Adafre Avenue, and Highland Parkway to complete streets, and adding or improving traffic signalization at approximately eight intersections through the project area. As stated in the application, the roadway improvements also included the replacement of the Route 166 bridge, which is owned by the New Jersey Department of Transportation (NJDOT). NJDOT elected to advance the replacement of the Route 166 bridge separate from the grant project and the Township requested OST's approval to remove this component from the project. OST approved the Township's request on January 3, 2020.

The segment of Route 166 (northbound) with the two bridges to be replaced by NJDOT is a one-way northbound portion of Route 166, while a portion of Herflicker Boulevard in the project area covered in this Agreement is a one-way southbound portion of Rt. 166 along that same segment. The NJDOT's project engineer is planning for a detour for the northbound traffic during the bridge replacement project, but the southbound traffic will not be affected. As such, should the improvements covered in the scope of this Grant Agreement be completed prior to the bridge replacement project, they can function independently until the new bridges become operational and the northbound detour is terminated.

The original grant application submitted by the Township assumed that the cost of Concept Development, Preliminary and Final Engineering and PS&E (i.e., entire design phase) would be part of the Township and County's (Local) match, which was estimated in the initial cost estimate at \$840,000. However, at the time of the submission of the BUILD grant application, the project was not on the TIP or STIP. It became evident to the Township and County after the grant was awarded, that the project there was insufficient time in 2020 to get through PE, Final Design and PS&E and be on the STIP prior to the deadline for the execution of the grant agreement. The County then agreed to assume responsibility for the Concept Development Phase and it was decided to incorporate the PE through PS&E into the BUILD grant, with the local match applied to both design and construction costs as necessary during the life of the project.

Schedule: With the shift of the PE through PS&E Phase into the BUILD grant schedule and budget, the grant schedule became driven by the County's schedule for Concept Development (CD). The County worked with the MPO to get the CD for the project on the TIP and STIP, but the BUILD grant schedule could not begin until the CD Final Report was done because the PE, NEPA and other design tasks in the scope of this Agreement will be based on the final concept design that is approved by the County for their roads and outlined in the CD Final Report approved by the County, the MPO and the NJDOT. The County's consultant provided an updated schedule and narrative by memo on July 8, 2020 that projected the completion of the CD report in the beginning of April 2021. Originally, they had projected completion by May 1, 2021, but per the request of the Township and FHWA, they agreed to develop the CD report over the course of the CD project period rather than wait until the end to provide a time cushion between the end of the CD process and the start of the BUILD grant scope on or around May 1, 2021.

Budget: The grant application included a total project cost of \$21,018,046 and included the estimated cost to replace the NJDOT-owned Route 166 bridge. Although both the bridge and the Loop Road elements have independent utility, the bridge was included in the application as a local match to illustrate the overall investment to the Township's West Waterfront District. NJDOT elected to use other Federal funds to replace the bridge and the Township requested OST's approval to remove the Route 166 bridge replacement project from the project scope and budget. On January 3, 2020, OST approved the Township's request and the estimated project cost in Section 2.3 and Attachment C reflects the removal of the Route 166 bridge replacement component. The table below provides a summary comparison of the project budget.

| Budget Item | 2018 BUILD Application | | Current Budget | |
|------------------------------|------------------------|-------------|--------------------|-------------|
| | Dollars | Percentage | Dollars | Percentage |
| Total Project Cost | \$21,018,046 | 100% | \$7,904,000 | 100% |
| BUILD funds | \$5,660,000 | 26.7% | \$5,660,000 | 71.6% |
| Non-Federal funds – Township | \$1,358,046 | 6.7% | \$2,244,000 | 28.4% |
| Non-Federal funds – NJDOT | \$14,000,000 | 66.6% | N/A | N/A |
| Other Federal funds | N/A | N/A | N/A | N/A |
| Match to Other Federal funds | N/A | N/A | N/A | N/A |

ATTACHMENT F
APPROVED PRE-AWARD COSTS

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included the project costs and documented in this Attachment F. See section 1.5(c).