

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

The sources and uses ("Sources and Uses") set forth in this Exhibit B contain the cost items for the design, development, and construction of the approved Work. Recipient agrees that any cost overruns or increases resulting in a total cost exceeding that set forth therein shall be the responsibility of Recipient.

2. Contract Amount

A. For the purposes of performing the Work, the Department agrees to provide the Grant in the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.

1) For the purposes of performing the HRI Work, as set forth in provision A.5 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision B.1 of Exhibit E of this Agreement.

2) For the purposes of performing the STI Work, as set forth in provision A.6 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision B.2 of Exhibit E of this Agreement.

3) For the purposes of performing the PGM Work, as set forth in provision A.7 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision B.3 of Exhibit E of this Agreement.

B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated Grant Work, except where Scoring Criteria, total point scores, or overall ranking of the Project is impacted. Reallocation of funds between authorized activities that impact any of these areas will not be allowed. Changes in aggregate of ten percent or less, of the total Grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

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3. Other Funding Sources

Where the Sources and Uses set forth in this Exhibit B identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided therein. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Sources and Uses are available for disbursement as provided in this Exhibit and approved for the use specified in the Sources and Uses, except to the extent the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

4. Completion Dates

- A. Program funds relating to Capital Projects must be disbursed no later than January 30, 2033.
 - 1) All un-disbursed funds remaining as of January 30, 2033, shall be disencumbered.
 - 2) All invoices for payment must be submitted to the Department no later than July 30, 2032.
- B. Program funds relating to Transit Operation expenditures must be disbursed no later than January 30, 2037.
 - 1) All un-disbursed funds remaining as of January 30, 2037, shall be disencumbered.
 - 2) All invoices for payment must be submitted to the Department no later than July 30, 2036.
- C. This Agreement shall expire on March 30, 2047.

5. Method of Payment

- A. Payment shall be made as reimbursed progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.

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- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended and disbursed in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement, and the Disbursement Agreement.

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Work, an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.
- B. The requirement for a Disbursement Agreement, set forth in this section, may be waived by the Department where, at its sole discretion, it determines that:
- 1) Satisfactory completion of the Work has occurred,
 - 2) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
 - 3) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates, and other material, as it deems necessary to make this determination.
- C. Payee Data Record Form must be filled out by each Recipient receiving Grant funds. All Payee(s) receiving Grant funds are listed in provision B.4 of Exhibit E of this Agreement.

SOURCES AND USES - HRI
PROJECT BUDGET

Sources and Uses for the HRI Work are as set forth in provision B.5 of Exhibit E of this Agreement.

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SOURCES AND USES - STI
PROJECT BUDGET

Sources and Uses for the STI Work are as set forth in provision B.6 of Exhibit E of this Agreement.

SOURCES AND USES – PGM
PROJECT BUDGET

Sources and Uses for the PGM Work are as set forth in provision B.7 of Exhibit E of this Agreement.