

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, MAY 21, 2019
9:00 A.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM.
5. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND ORDINANCE NO. 2011-03 (TAYLOR COUNTY CODE SECTION 42-717 - SETBACKS).

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND ORDINANCE NO. 2009-08, WHICH REQUIRES THAT THE APPLICANT DESIRING AN ECONOMIC DEVELOPMENT TAX EXEMPTION SHALL SHOW PROOF THAT ALL AD VALOREM TAXES ON THE PROPERTY, REAL OR PERSONAL, HAVE BEEN PAID FOR THE YEAR WHEN THE APPLICATION HAS BEEN MADE.
7. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:15 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO ALLOW CONTRACTORS AND CITIZENS TO PAY A FEE TO DISPOSE OF VEGETATIVE DEBRIS (TREE DEBRIS) AT THE COUNTY'S INCINERATOR SITE.

CONSENT ITEMS:

8. THE APPROVAL OF MINUTES OF APRIL 16 AND MAY 6, 2019.
9. EXAMINATION AND APPROVAL OF INVOICES.
10. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE ROAD & BRIDGE FUND, MSTU FUND, SALES TAX REVENUE FUND/HOSPITAL AND THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
11. THE BOARD TO CONSIDER APPROVAL TO SUBMIT THE ONLINE GP BUCKET BRIGADE GRANT APPLICATION, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

PUBLIC REQUESTS:

12. THE BOARD TO FURTHER DISCUSS THE DONATION OF PROPERTY TO HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF A FAMILY HOME, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. VICTOR CORA, 2020 CENSUS BUREAU, TO DISCUSS PARTNERING WITH TAYLOR COUNTY TO HELP ENSURE AN ACCURATE COUNT, AND THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION.
14. THE BOARD TO CONSIDER APPOINTMENT OF A REPLACEMENT COMMISSIONER TO THE TAYLOR COASTAL WATER & SEWER DISTRICT BOARD OF COMMISSIONERS, AS AGENDAED BY LYNETTE SENTER, TAYLOR COASTAL WATER & SEWER DISTRICT OFFICE MANAGER.

COUNTY STAFF ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF NEW JOB DESCRIPTION FOR ON-CALL FIRE INSPECTOR AND TO RE-CLASSIFY A CURRENT ON-CALL FIRE FIGHTER POSITION, AS AGENDAED BY THE FIRE CHIEF.
16. THE BOARD TO CONSIDER AWARDDING BIDS FOR THE REHABILITATION OF ONE (1) HOME AND THE DEMOLITION AND CONSTRUCTION OF THREE (3) HOMES THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AND CONSIDER APPROVAL OF EXCEEDING THE ARBITRARY COST LIMITS FOR THE SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP) AND THE CDBG HOUSING ASSISTANCE PLAN, DUE TO THE RISING COSTS OF CONSTRUCTION, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
17. THE BOARD TO CONSIDER APPROVAL OF THE COOPERATIVE AGREEMENT BETWEEN THE COUNTY AND THE FEDERAL RAILROAD ADMINISTRATION (FRA) FOR A GRANT IN THE AMOUNT OF \$8,671,513.50 FOR THE RAILROAD REHABILITATION PROJECT, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
18. THE BOARD TO CONSIDER RE-APPOINTMENT OF TWO (2) MEMBERS TO THE TAYLOR COUNTY PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
19. THE BOARD TO FURTHER DISCUSS SOLID WASTE OPERATIONS, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

GENERAL BUSINESS:

20. THE BOARD TO CONSIDER APPROVAL OF THE CORRECTIVE WARRANTY DEED FOR THE CONVEYANCE OF 20 ACRES, MORE OR LESS, AT THE PERRY-FOLEY AIRPORT TO THE COUNTY, AS SUBMITTED BY RAY CURTIS, ATTORNEY FOR THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA).

COUNTY ATTORNEY ITEMS:

21. THE COUNTY ATTORNEY TO DISCUSS CLAIMS REGARDING FORMER COUNTY ADMINISTRATOR, TED LAKEY.

22. THE COUNTY ATTORNEY TO DISCUSS BOARD APPROVAL OF A DRAFT CONTRACT BETWEEN TAYLOR COUNTY, FLORIDA AND GEORGIA & FLORIDA RAILWAY, LLC FOR FRA FASTLANE GRANT PROGRAM.

COUNTY ADMINISTRATOR ITEMS:

23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the annual Public Hearing to discuss and receive public input for the local Transportation Disadvantaged Program at 9:00 a.m.

Meeting Date:

May 21, 2019

Statement of Issue: Board to hold annual Public Hearing required of the Transportation Disadvantaged Planning Grant at 9:00 a.m.

Recommendation: N/A

Fiscal Impact: \$ \$19,872.00 for administration of the program that funds a portion of the Grant Dept. salaries, benefits, and supplies

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Jami Boothby

Contact: Jami Boothby, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County receives planning grant funds each year for the administration of the local Transportation Disadvantaged Program. The terms of the Planning Grant require that an annual public hearing is held to update the public on the status of the program and receive public input.

Attachments: 1. Information on the Transportation Disadvantaged Program.

2. _____



Florida Commission for the



**Transportation
Disadvantaged**

2018 Annual Performance Report

January 1, 2019

www.fdot.gov/ctd/

County: Taylor
 CTC: Big Bend Transit, Inc.
 Contact: Shawn Mitchell
 Post Office Box 1721
 Tallahassee, FL 32302
 850-574-6266
 Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	21,833
Potential TD Population	8,542
UDPHC	894



Trips By Type of Service	2016	2017	2018
Fixed Route (FR)	0	0	0
Deviated FR	8,230	6,510	5,431
Ambulatory	7,132	8,215	9,473
Non-Ambulatory	2,585	2,926	2,329
Stretcher	0	0	0
School Board	0	0	0
TOTAL TRIPS	17,947	17,651	17,233

Passenger Trips By Trip Purpose

Medical	5,458	6,446	5,830
Employment	4,760	3,869	3,540
Ed/Train/DayCare	3,302	3,834	4,376
Nutritional	2	54	1,576
Life-Sustaining/Other	4,425	3,448	1,911
TOTAL TRIPS	17,947	17,651	17,233

Passenger Trips By Funding Source

CTD	5,859	6,551	6,151
AHCA	3,560	3,997	3,460
APD	0	0	980
DOEA	0	0	0
DOE	0	0	0
Other	8,528	7,103	6,642
TOTAL TRIPS	17,947	17,651	17,233

Vehicle Data	2016	2017	2018
Vehicle Miles	237,724	263,823	197,929
Revenue Miles	187,383	224,653	170,219
Roadcalls	3	6	1
Accidents	0	0	1
Vehicles	9	8	7
Driver Hours	9,815	13,224	14,066

Financial and General Data

Expenses	\$525,749	\$651,620	\$649,394
Revenues	\$756,031	\$666,407	\$654,905
Commendations	0	1	6
Complaints	0	0	0
Passenger No-Shows	227	266	265
Unmet Trip Requests	0	0	0

Performance Measures

Accidents per 100,000 Miles	0.00	0.00	0.51
Miles between Roadcalls	79,241	43,971	197,929
Avg. Trips per Driver Hour	1.83	1.33	1.23
Avg. Trips per Para Pass.	22.32	20.60	19.28
Cost per Trip	29.29	36.92	37.68
Cost per Paratransit Trip	29.29	36.92	37.68
Cost per Driver Hour	53.57	49.28	46.17
Cost per Total Mile	2.21	2.47	3.28

2017-18 Trips by Purpose

County	Medical	Employment	Education/Training	Nutritional	Life-Sustaining/Other	Total
Alachua	41,381	14,297	2,166	1,532	29,364	88,740
Baker	10,529	2,145	3,299	5,357	5,462	26,792
Bay	25,224	5,605	17,431	7,454	58,451	114,165
Bradford	12,251	0	8,225	1,434	4,368	26,278
Brevard	101,777	305,392	251,374	19,759	226,600	904,902
Broward	158,611	52,473	368,725	284,802	1,532,981	2,397,592
Calhoun	6,749	973	1,948	1,651	336	11,657
Charlotte	14,443	18,354	14,682	11,596	12,353	71,428
Citrus	25,540	13,014	56,479	19,899	46,328	161,260
Clay	18,975	45,247	34,399	18,128	14,422	131,171
Collier	50,069	12,874	4,097	13,868	28,715	109,623
Columbia	9,246	752	15,152	10,862	14,745	50,757
Desoto	6,516	694	0	5	379	7,594
Dixie	6,150	0	4	670	268	7,092
Duval	69,175	61,632	23,032	3,539	178,640	336,018
Escambia	40,172	41,214	4,358	2,745	9,415	97,904
Flagler	18,231	15,669	50,028	12,671	11,576	108,175
Franklin	5,014	0	2	10	234	5,260
Gadsden	20,929	50,611	21,900	98	11,440	104,978
Gilchrist	4,225	0	0	722	462	5,409
Glades	2,715	362	384	463	466	4,390
Gulf	8,377	7,365	1,560	3,703	752	21,757
Hamilton	1,021	0	5,348	3,687	1,129	11,185
Hardee	4,047	207	1,826	1,569	9,066	16,715
Hendry	15,654	2177	2,319	2,797	2815	25,762
Hernando	27,603	823	75,541	3,279	6,868	114,114
Highlands	29,297	10,029	27,671	2,430	2,792	72,219
Hillsborough	207,855	66,584	203,006	86,474	170,401	734,320
Holmes	15,467	1,410	9,676	998	1,705	29,256
Indian River	24,550	486	31,614	131	18,318	75,099
Jackson	15,766	14,438	2,840	5,768	5,261	44,073
Jefferson	6,732	2,482	2,302	2,660	2,903	17,079
Lafayette	1,306	0	770	1,836	362	4,274
Lake	50,625	9,462	46,421	18,743	27,966	153,217

Continued on the next page (Trips by Purpose page 1 of 2)

2017-18 Trips by Purpose

County	Medical	Employment	Education/Training	Nutritional	Life-Sustaining/Other	Total
Lee	110,518	16,127	17,183	20,687	20,853	185,368
Leon	18,580	30,917	23,238	6,491	12,581	91,807
Levy	6,606	608	16,262	837	5,919	30,232
Liberty	15,025	312	7,908	1,655	3,624	28,524
Madison	7,835	3,205	4,516	905	2,009	18,470
Manatee	46,550	21,279	87,179	4,475	18,329	177,812
Marion	56,417	854	27,619	15,188	5,946	106,024
Martin	8,359	2,916	27,738	485	10,728	50,226
Miami-Dade	61,035	4,016	230,184	2,318,997	2,318,997	4,933,229
Monroe	13,411	2,864	19,592	2,033	12,015	49,915
Nassau	16,916	10,892	6,938	12,491	5,256	52,493
Okaloosa	46,035	32,057	6,546	4,503	6,901	96,042
Okeechobee	6,173	620	0	1,071	971	8,835
Orange	430,417	217,690	237,599	61,832	158,716	1,106,254
Osceola	104,133	52,667	57,484	14,959	38,399	267,642
Palm Beach	162,837	293,914	220,637	48,851	398,949	1,125,188
Pasco	79,799	21,419	18,400	17,775	60,213	197,606
Pinellas	1,853,717	1,976,278	21,324	730,551	15,681	4,597,551
Polk	61,043	8,645	43,452	19,000	494,295	626,435
Putnam	24,095	40,994	351	33	68,142	133,615
Saint Johns	26,932	2,779	3,658	14,690	301,582	349,641
Saint Lucie	41,504	49,340	63,765	7,728	76,834	239,171
Santa Rosa	15,251	5,202	491	319	4,055	25,318
Sarasota	56,007	26,797	122,143	9,269	504,069	718,285
Seminole	159,671	80,756	88,141	22,938	58,879	410,385
Sumter	6,470	14,905	16,759	7,492	23,798	69,424
Suwannee	4,534	515	11,464	1	1,737	18,251
Taylor	5,830	3,540	4,376	1,576	1,911	17,233
Union	3,581	6	4	873	85	4,549
Volusia	199,159	64,512	114,646	17,894	215,193	611,404
Wakulla	6,960	492	568	4,215	704	12,939
Walton	19,625	6,565	12,361	4,116	1,471	44,138
Washington	12,893	1,831	4,640	627	601	20,592
TOTAL	4,744,140	3,752,285	2,805,745	3,925,897	7,286,786	22,514,853

(Trips by Purpose page 2 of 2)

2017-18 Trips by Type of Passenger

County	Elderly	Children	Low Income	Disabled	Low Income/Disabled	Other	Total
Lee	136,507	4,690	16,590	5,968	14,514	7,099	185,368
Leon	11,916	17,783	41,690	16,599	3,819	0	91,807
Levy	10,773	289	11,502	0	0	7,668	30,232
Liberty	16,884	4,482	5,117	1,911	68	62	28,524
Madison	6,992	156	7,426	227	2,031	1,638	18,470
Manatee	13,927	3,849	5,621	5,300	136,504	12,611	177,812
Marion	58,786	4,251	4,111	25,692	10,960	2,224	106,024
Martin	16,045	3,120	0	8,800	8,000	14,261	50,226
Miami-Dade	1,471,298	1,463,985	7,672	93,402	112,176	1,784,696	4,933,229
Monroe	20,247	5,606	2,391	12	17,142	4,517	49,915
Nassau	25,669	375	13037	3219	8047	2146	52,493
Okaloosa	36,889	655	33,344	25,154	0	0	96,042
Okeechobee	5,559	0	2,143	131	849	153	8,835
Orange	644,933	144,467	41,318	178,436	88,531	8,569	1,106,254
Osceola	155,786	34,952	9,996	43,416	21,419	2,073	267,642
Palm Beach	385,483	43,628	221,233	452,520	22,191	133	1,125,188
Pasco	101,417	12,728	1,403	31,403	2,740	47,915	197,606
Pinellas	1,351,631	560,469	1,579,001	360,961	507,557	237,932	4,597,551
Polk	147,974	93,606	156,364	166,834	36,143	25,514	626,435
Putnam	13,803	29,944	0	9,731	15,301	64,836	133,615
Saint Johns	146,849	181,814	11	13,972	6,992	3	349,641
Saint Lucie	83,287	6,850	35,517	10,970	102,547	0	239,171
Santa Rosa	9,099	172	6,101	762	76	9,108	25,318
Sarasota	460,349	862	159,962	97,112	0	0	718,285
Seminole	238,873	53,593	15,328	66,670	32,742	3,179	410,385
Sumter	22,512	20,987	14,932	1,454	8,203	1,336	69,424
Suwannee	3,640	953	0	9,810	0	3,848	18,251
Taylor	4,541	512	9,482	93	887	1,718	17,233
Union	1,008	1,373	1,107	0	1,061	0	4,549
Volusia	198,621	97,413	0	299,722	0	15,648	611,404
Wakulla	5,470	6	193	202	0	7,068	12,939
Walton	29,375	7,450	2,904	2,840	1,302	267	44,138
Washington	12,114	4,802	1,605	1,350	471	250	20,592
TOTAL	8,152,196	3,135,654	3,732,619	2,925,455	1,893,305	2,675,624	22,514,853

(Trips by Type of Passenger 2 of 2)

2017-18 Passenger Trips by Funding Source

County	CTD	FDOT	DCF	APD	AHCA	DCA	DJJ
Lee	44,790	6,266	0	27,970	77,636	0	0
Leon	21,786	4,288	0	17,805	0	0	0
Levy	11,344	0	0	6,971	635	0	0
Liberty	6,295	1	0	0	12,954	0	0
Madison	6,211	0	0	4,278	6,291	0	0
Manatee	27,257	2,424	0	63,173	3,944	0	0
Marion	30,772	33,732	0	22,414	5,164	0	0
Martin	11,799	3,085	3119	16,800	0	0	0
Miami-Dade	3,547,520	29,272	42,407	86,450	116,064	0	4,164
Monroe	9,853	3,624	0	3102	13,698	0	0
Nassau	23,729	11,827	0	0	584	0	0
Okaloosa	28,730	25,695	0	0	19,541	0	0
Okeechobee	3,108	4,976	0	0	0	0	0
Orange	114,509	0	0	141,703	12,958	1	0
Osceola	27,703	0	0	34,283	3,135	1	0
Palm Beach	412,240	0	0	0	0	0	0
Pasco	33,374	79,506	4,589	21,313	9412	0	0
Pinellas	3,904,908	1,457	42,687	121,776	24,646	0	0
Polk	108,229	11,163	17,355	86,862	2754	10447	4502
Putnam	16,711	49,037	0	38,891	12,750	0	0
Saint Johns	110,137	47,406	0	0	985	0	0
Saint Lucie	44,771	51,637	14,161	53,823	0	0	0
Santa Rosa	12,143	0	0	5,399	7,404	0	0
Sarasota	43,772	0	0	68,565	0	0	0
Seminole	42,479	0	0	52,567	4,807	1	0
Sumter	18,962	16,732	0	4,491	0	0	0
Suwannee	6,132	837	0	10,110	0	0	0
Taylor	6,151	0	0	980	3,460	0	0
Union	2,460	0	0	0	1,598	0	0
Volusia	38,661	1,042	0	0	0	0	0
Wakulla	6,134	0	0	294	2,498	0	0
Walton	22,646	0	0	2,252	5,327	0	0
Washington	8,105	0	0	5,433	6,655	0	0
TOTAL	10,669,884	878,533	166,058	1,441,942	574,430	10,491	21,847

Continued on the next page (Passenger Trip by Funding Source page 2 of 4)

2017-18 Passenger Trips by Funding Source

County	DOH	AWI	DOE	DOEA	Other Fed/State	Local Govt	Local Non Govt	Total
Lee	2	0	0	3,258	17,996	4,709	2,741	185,368
Leon	0	0	0	0	0	47,928	0	91,807
Levy	0	0	0	821	0	1	10,460	30,232
Liberty	0	0	0	2,090	0	4,260	2,924	28,524
Madison	0	0	2	0	0	628	1,060	18,470
Manatee	0	0	236	9,596	0	59,227	11,955	177,812
Marion	0	0	0	0	0	13,942	0	106,024
Martin	0	0	1	0	7,224	8,198	0	50,226
Miami-Dade	0	0	6,791	175,921	679,831	52,945	191,864	4,933,229
Monroe	0	0	0	0	0	19,191	447	49,915
Nassau	0	0	0	13,765	0	2588	0	52,493
Okaloosa	0	0	40	4,402	0	17,632	2	96,042
Okeechobee	0	0	0	750	0	1	0	8,835
Orange	0	0	0	47,259	121,363	263,958	404,503	1,106,254
Osceola	0	0	0	11,434	29,362	63,861	97,863	267,642
Palm Beach	0	0	0	50,874	0	662,074	0	1,125,188
Pasco	0	0	408	11,977	7,595	10,294	19,138	197,606
Pinellas	0	0	1,259	35,373	42,979	344,299	78,167	4,597,551
Polk	25	0	79,930	6,058	34,762	211,060	53,288	626,435
Putnam	0	0	0	0	1	1	16,224	133,615
Saint Johns	0	0	0	0	0	184,404	6,709	349,641
Saint Lucie	2,224	0	0	3,950	4312	61,732	2,561	239,171
Santa Rosa	0	0	10	0	1	1	360	25,318
Sarasota	0	0	0	0	0	602,250	3,698	718,285
Seminole	0	0	0	17,532	45,022	97,920	150,057	410,385
Sumter	0	0	0	3,852	0	25,387	0	69,424
Suwannee	10	0	0	0	2	2	1,158	18,251
Taylor	2	0	0	0	0	5,431	1,209	17,233
Union	0	0	0	490	0	0	1	4,549
Volusia	14947	0	79,469	7,267	1,190	253,619	215,209	611,404
Wakulla	0	0	0	71	0	3,942	0	12,939
Walton	0	0	12	4,934	8,553	351	63	44,138
Washington	0	0	0	328	4	67	0	20,592
TOTAL	17,250	-	228,920	611,331	1,125,571	4,751,768	2,016,828	22,514,853

(Passenger Trip by Funding Source page 4 of 4)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a 2nd public hearing to consider adoption of an ordinance amending Section 42-717 of the Taylor County Land Development Code allowing reduced setback requirements for nonconforming parcels.

MEETING DATE REQUESTED:

May 21, 2019

Statement of Issue: Hold public hearing

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County adopted a comprehensive plan on June 29, 1990. The plan included a Future Land Use Map (FLUM) that placed various land use categories over all of the unincorporated areas. The land use categories vary from Mixed Use Urban Development (MUUD) (½ acre per residence) to Agricultural-1 (minimum 20 acres per residence) uses and each land use category was assigned minimum structure setback requirements in the Land Development Code (LDC). The setbacks for the MUUD and Agricultural land uses are as follows:

Land Use Category	Front	Side	Rear
Mixed Use Urban Development	30	10	15
Agricultural	50	35	50

When the land use categories were applied to the FLUM, there existed in many areas existing subdivisions and independent parcels that were notably smaller than the minimum acreage required for that land use. The lots and parcels are defined as nonconforming lots and the LDC provides that they can continue to be used for siting of dwelling units; however, they must comply with the adopted setback requirements. The requirement that adopted setbacks must be met resulted in many lots or parcels that are left with no usable property and many where the owners may not be provided with reasonable use of their property. A partial list of the impacted areas includes: Shady Grove subdivisions, Leisure Retreats, River Road NE, Carlton Springs Subdivision, Ancient Oaks Subdivision, Ocean Pond Subdivision, Fortner Subdivision, etc.

The County Commission instructed the County Attorney to prepare draft language to address this issue and on March 19th chose to act as the applicant for the amendment.

The Planning Board held a public hearing on April 4, 2019 and voted unanimously to recommend that the County Commission approve the amendment. The County Commission held the 1st public hearing on the amendment on May 6, 2019 and voted to hold the 2nd hearing on May 21st.

Options:

1. Choose to adopt the amendment
2. Choose not to pursue the amendment

Attachments:

1. Copy of application
2. Copy of ordinance
3. Planning Board minutes
4. Copy of newspaper notice

ORDINANCE NO. 2019-____

**AN ORDINANCE OF THE TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS WHICH AMENDS ORDINANCE
2011-03, (TAYLOR COUNTY CODE SECTION 42-717)
SETBACKS; PROVIDING SEVERABILITY AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners of Taylor County, Florida, have been informed that it is in the best interests of the County and its citizens to amend portions of Ordinance No. 2011-03 (Taylor County Code Section 42-717, Agricultural 1, Agricultural 2 and agricultural/Rural Residential Setbacks) which requires renumbering for the amendments and amending Mixed – Use Rural Residential Setbacks requiring renumbering.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THAT ORDINANCE NO. 2011-03 (TAYLOR COUNTY CODE SECTION 42-717 – SETBACKS) IS AMENDED AND RENUMBERED, TO-WIT:

Section 1. Code 42-717(c)(2) is amended to read:

(2) Conventional single-family dwellings on vested nonconforming lots of record (lots or parcels which are nonconforming as to size for residential use, and which can individually be identified and described from documents recorded in the public records of the county on June 29, 1990, the date of adoption of the comprehensive plan) less than two (2) acres in size:

- a. Front: 30 feet
- b. Side: 10 feet
- c. Rear: 15 feet

(3) Conventional single-family dwelling on vested nonconforming lots of record greater than or equal to two (2) acres in size:

- a. Front: 50 feet
- b. Side: 20 feet
- c. Rear: 30 feet

(4) Formerly (2) All permitted agricultural structures, from any lot line, 50 feet.

All structures for agricultural activities, including the raising of livestock and poultry, the production of dairy and poultry products, the cultivation of field crops and fruit and berries, forestry,

apiculture and similar uses are permitted provided that no intensive animal husbandry activities such as, but not limited to, dairy or other animal feed lots, poultry farms, hog farms or dog kennels (these are intense when due to size and intensity of the activity, are likely to have adverse impacts on the use of adjoining property due to odor, noise or water pollution) shall be subject to the major development review procedure set forth in section 42-149. The planning board may attach conditions to the approval of intensive activities to mitigate the potential adverse impacts. Such conditions may include, but are not limited to:

- a. Minimum land area;
- b. Minimum setbacks of buildings or activity from adjoining property, but not less than 500 feet from the property line and not less than 1,320 feet from a residential structure;
- c. Additional buffering;
- d. Enclosure of specific activities; and
- e. Disposal of waste products.

Structures for the processing, storage and sale of agricultural products and commodities which are raised or stored on the premises, but are not permitted livestock or poultry slaughterhouse activities, provided that any building used for slaughterhouse activities shall be located pursuant to standards for intensive animal husbandry activities set forth in this subsection.

(d) Mixed use rural residential setbacks.

(1) Conventional single-family dwellings:

- a. Front: 50 feet
- b. Side: 20 feet
- c. Rear: 30 feet

(2) Conventional single-family dwelling on vested nonconforming lots of record less than two (2) acres in size:

- a. Front: 30 feet
- b. Side: 10 feet
- c. Rear: 15 feet

(3) Formerly (2) All permitted agricultural structures, from any lot line, 50 feet.

Setback standards for intensive animal husbandry activities shall be in accordance with the requirements of subsection (c) of this section.

Section 2. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this 21st day of May, 2019.

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

PAM FEAGLE, Chairperson

Attest:

ANNIE MAE MURPHY,
Clerk of Court



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR AMENDMENT TO THE TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS

Fee: \$ N/A Permit #: N/A

Name of Applicant(s): TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Address: 201 EAST GREEN STREET, PERRY, FLORIDA 32347

Telephone#: (850) 838-3500 L. D. R. Section: 42-717

Please complete the following for proposed amendments

PART I

Precise wording of amendment(s):

SEE ATTACHED

PART II

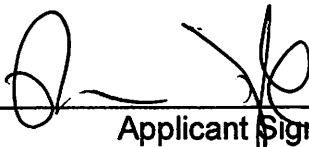
Please provide on separate pages to be attached and made a part herewith the following:

1. Statement describing any changed conditions that would justify an amendment;
2. Statement describing why there is a need for the proposed amendment;
3. Statement describing whether and how the proposed amendment is consistent with the county comprehensive plan;
4. Statement outlining the extent to which the proposed amendment:
 - a. Is compatible with existing land uses;
 - b. Affects the capacities of public facilities and services;
 - c. Affects the natural environment;
 - d. Will result in an orderly and logical development pattern.

I hereby certify that all of the above statements and statements contained in any papers submitted herewith are true and accurate to the best of my knowledge and belief.

Pam Feagle, Chairperson

Applicant Name (Type or Print)



Applicant Signature

3/19/19

Date

PART II

- 1. The changes in the setbacks provides for building on lots previously where the setback prohibited same.**
- 2. The need to assist citizens in providing residential growth.**
- 3. The proposed amendment is consistent with the following Comprehensive Plan policies, which support the proposed amendment, and is not inconsistent with any other goals, objectives, or policies of the CP:**
 - 1. Policy 1.2.1, allowing for residential uses in rural areas which are consistent with the character of the area.**
 - 2. Policy 1.3.2, stating under Agriculture 2 that, "Rural neighborhoods are allowed to continue and infill within such areas is allowed."**
 - 3. Policies 1.8.1 and 1.8.2, providing vested rights for nonconforming residential lots of record.**
 - 4. Policy 1.8.3, providing vested rights for other nonconforming uses.**
 - 5. Policy 1.8.4, providing vested rights for nonconforming structures on nonconforming lots of record.**

The Housing Element and the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element also generally support the proposed amendment, as the proposed amendment will allow for adequate housing sites and distribution, and the additional units in close proximity to each other will facilitate construction of infrastructure such as water and sewer lines to serve the development. The Economic Development Element also generally supports the proposed amendment, as the proposed amendment will facilitate construction, employment, and increased property values.

- 4. a. See answer to 3.**
 - b. Don't think it affects public facilities and services.**
 - c. No effect on environment.**
 - d. It will be orderly and logical.**

STANDARDS FOR REVIEW

1. Does the proposed amendment conflict with any applicable provisions of the Land Development Code;
2. Is the proposed amendment consistent with all elements of the Comprehensive Plan;
3. Is the proposed amendment inconsistent with existing and proposed land uses;
4. Have there been changed conditions that require an amendment;
5. To what extent does the proposed amendment result in demands on public facilities, and to what extent would the proposed amendment exceed the capacity of such public facilities, including, but not limited to, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities;
6. Does the proposed amendment result in significant adverse impacts on the natural environment;
7. To what extent does the proposed amendment adversely affect the property values in the area;
8. Will the proposed amendment result in an orderly and logical development pattern (specifically identify any negative effects on such pattern);
9. Is the proposed amendment in harmony with the public interest, and the purpose and interest of the Land Development Code;
10. Any other matters deemed appropriate by the Board.

TAYLOR COUNTY PLANNING BOARD

Minutes

April 4, 2019

Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

Members Present		Speakers		Staff Present
Dale Rowell	Sally Roberts	David Weiss	David Brown	Danny Griner
Pam Wessels	Earl Ketring	Charlie Norwood Jr.		Ray Curtis

GENERAL BUSINESS

1. **Approval of Minutes:** The Board considers the minutes from the February 7, 2019 meeting. Pam Wessels makes a motion to approve the minutes as written; Earl Ketring seconds the motion; the motion passes by unanimous vote.

PUBLIC HEARING

2. **Land Development Code Nonconforming Parcel Setback Amendment Public Hearing:** Vice-chairman Dale Rowell opens the public hearing consisting of an amendment to Section 42-717 of the Taylor County Land Development Code to allow reduced setback requirements for nonconforming properties and clarifies that the board does not have time limits for speakers. Attorney David Weiss, representing the Ancient Oaks Subdivision Homeowners Association approaches the board and notes that due to an air show taking place on this date multiple members of the association were unable to attend, but, did provide letters of support that were provided to Danny Griner, board secretary, for the record. David then explains that the plat for the subdivision was accepted by the County Commission in 1980 and was created with setbacks of 15-feet, continuing by stating that when the Future Land Use Map (FLUM) was adopted the subdivision was placed in the Agricultural-2 land use category, which requires setbacks from the property lines of 50-feet front and rear and 35-feet sides. David then points out that the lots in the subdivision meet the nonconforming definition and the lot owners are now deprived of reasonable use of the lots, noting that the ordinance would fix the issue, help generate growth, increase commercial growth and development, increase ad valorem taxes and prevent potential Bert Harris claims (Bert J. Harris Jr., Private Property Rights Protection Act). David concludes by stating that he supports the amendment application. Charlie Norwood Jr. addresses the board stating that he is a land owner in the Ancient Oaks Subdivision and would like the ability to develop the lots he owns. David Brown, president of the Ancient Oaks Homeowners Association approaches the board and states that he hopes the board will support the amendment. Ray Curtis, counsel for the board, explains recent issues involving setbacks in the Ancient Oaks Subdivision where an opposing party hired counsel and threatened a lawsuit. Danny Griner points out that the amendment is intended to address nonconforming setback issues countywide and not just in the Ancient Oaks Subdivision, continuing by noting there are numerous lots south of that subdivision that are left with zero usable property due to the land use they are in and even areas such as the subdivisions in Shady Grove and Leisure Retreats are heavily impacted by the present setback requirements. Dale Rowell, acting Chairperson, states that he will entertain a motion. Earl Ketring makes a motion to recommend approval of the amendment to the County Commission; Sally Roberts seconds the motion; the motion passes by unanimous vote.

**NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance to amend Ordinance No. 2011-03 (Taylor County Code Section 42-717 - Setbacks), the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, Tuesday, May 21, 2019, at 9:05 a.m. The title of the proposed ordinance is:

AN ORDINANCE OF TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WHICH AMENDS ORDINANCE 2011-03, (TAYLOR COUNTY CODE SECTION 42-717) SETBACKS; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the office of the County Administrator at the Taylor County Administrative Complex, located at 201 East Green Street, Perry, Florida 32347.

LEGALS



The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

All members of the public are welcome to attend. Notice is further given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

5/10

Steinhatchee Ancient Oaks Property Owners Association
PO Box 279
Steinhatchee, Florida 32359

March 27, 2019

Members Taylor County Planning Board

Dear Board Members:

We, the Board of Directors and undersigned residents of Steinhatchee Ancient Oaks Property Owners Association, support the approval of the amendment to the Land Development Code regarding setback requirements for nonconforming parcels in Taylor County, Florida.

It is our belief that the amendment will aid in streamlining zoning requirements for nonconforming lots in the County.

We appreciate the Taylor County Planning Board addressing this issue for the benefit of all affected residents of the county.

Sincerely,

Board of Directors, Steinhatchee Ancient Oaks Property Owners Association

David Brown, President

Gerry Chancey, Member at Large

Allen Rice, Secretary

Barbara Rice, Treasurer

John Fristrom, Vice President

David Brown

Allen Rice 2/2-3

Barbara Rice 2/2,3

Residents, Ancient Oaks Airpark

DONALD STIPP

Philip R. Lhee Unit 2/41

Phyllis A. Green unit 2/42

Pamela D. Percy

Sumner D. Brown

Jim E. Stenhouse
Neil C. Hester

Lynn Pett

6

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA WHICH AMENDS ORDINANCE NO. 2009-08 (TAYLOR COUNTY CODE SECTION 70-38), WHICH REQUESTS THAT THE APPLICANT DESIRING AN ECONOMIC DEVELOPMENT TAX EXEMPTION SHALL SHOW PROOF THAT ALL AD VALOREM TAXES ON THE PROPERTY REAL OR PERSONAL HAVE BEEN PAID FOR THE YEAR WHEN THE APPLICATION HAS BEEN MADE; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, have found that Ordinance No. 2009-08 (Taylor County Code Section 70-38) needs to be amended to add a provision to the application process.

THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, TO-WIT:

Section 1. That Section 70-38 (Application) is added the following:

The Applicant desiring an Economic Development Tax Exemption shall show proof that all Ad Valorem taxes on the property real or personal have been paid for the year when this application has been made.

Section 2. If the applicant does not show proof of the tax payments, the application shall be summarily denied.

Section 3. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent

jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PAM FEAGLE, Chairperson

ATTEST

ANNIE MAE MURPHY,
Clerk of Court

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, ALLOWING CONTRACTORS AND CITIZENS TO PAY A FEE TO DISPOSE OF VEGETATIVE DEBRIS (TREE DEBRIS) AT THE COUNTY'S INCINERATOR SITE; PROVIDING FOR FEES TO BE SET BY RESOLUTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, has determined that for the general welfare of its citizens and contractors that vegetative debris (tree debris) of the County's contractors and citizens may be disposed of at the County's' incinerator site and that a fee for that service shall be determined by the Board of County Commissioners by Resolution.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THAT:

Section 1. Contractors and citizens of Taylor County, Florida may dispose of vegetative debris (tree debris) at the incinerator site of the County.

Section 2. That the Taylor County Board of County Commissioners shall set the fee for disposal of the vegetative debris (tree debris) by Resolution and may amend said fee by Resolution at their discretion.

Section 3. Any use of the incinerator may establish a payment account pursuant to Ordinance No. 91-12 (Taylor County Code Section 62-72 Collection).

Section 4. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PAM FEAGLE, Chairperson

ATTEST

ANNIE MAE MURPHY,
Clerk of Court

10

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$48,039	001-3342007	911 Rural County Maintenance Grant
Expenditures:		
\$48,039	0255-54630	R&M - Office Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of May, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

New 911 Spring Rural County Reimbursement Grant Awarded for
'19 FY



Florida E911 Board
4030 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-922-7451
Fax: 850-488-9837

https://www.dms.myflorida.com/business_operations/telecommunications/enhanced_911

April 18, 2019

Taylor County Board of County Commissioners
ATTN: Finance & Accounting
P.O. Box 620
Perry, FL 32348

FEID #: 59-6000879

Subject: Spring 2019 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Spring 2019 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis.

In accordance with the Rural County - Reimbursement Application Section 8.0, Financial and Administrative Requirements, subsection 8.1 states that grant funds be provided on a cost reimbursement basis. Subsection 8.3 states that upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the county shall submit verification of payment to the vendor.

The following provides details concerning the Spring 2019 grant(s) to Taylor County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>
19-04-29	72.001	\$48,038.85	\$48,038.85	
			\$3,900.00	E911 Map Maintenance
			\$44,138.85	E911 System Maintenance
Total Grant Awards:			\$48,038.85	

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Benjamin S. Guthrie
Mathew E. Matney • Christie A. Pontis • Ira U. Pyles • Casey E. Reed • Brad Swanson

Spring 2019 Rural County - Reimbursement Grant Program
Page Two

Separate interest-bearing accounting is required for the receipt and expenditure of all E911 grant revenues. Reimbursement request(s) shall include only expenditures claimed against the specific grant number awarded and include verification copies of purchase orders and paid vouchers, invoices and copies of checks or journal transfers.

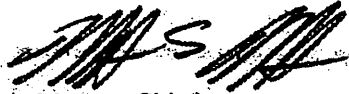
The Florida Single Audit Act was established by the 1981 Legislature in Section 215.97, Florida Statutes, which became effective on July 1, 2000. All E911 grant funding is subject to the Florida Single Audit Act; acceptance of these funds signifies your acceptance of the requirement to comply with the Florida Single Audit Act.

The Board as an awarding agency and the County as a recipient must comply with the requirements of this Act. Please reference Sections 5, 6 and 7 of the Florida Single Audit Act at the following web site address:

<https://apps.fldfs.com/fsaa/statutes.aspx>

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

A handwritten signature in black ink, appearing to read 'MM', is written over a horizontal line.

Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator

911 Rural County Maint Reimbursement Grant Dept. #0255

Revenue	Department of Management Services For upkeep and maintenance of 911 systems in rural areas	\$48,038.85
Total Revenue		\$48,038.85

911 Rural County Maint Reimbursement Grant Dept. #0255

Expenditures		
54630	R&M OFFICE MACHINES/EQUIP Cost associated with repair & maint. of 911	\$48,038.85
Total Expenditures		\$48,038.85

RECEIVED

APR 30 2019

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

J. Weirick
4/29/19

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **ROAD & BRIDGE FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

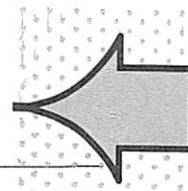
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **ROAD & BRIDGE FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$100,000	105-38110450	Transfer-from Sec. Rd. Proj. Fd.
Expenditure		
\$100,000	0301-55300	Road Dept-Road Materials Supplies

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of May, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

Transfer funds from Secondary Road Paving Project Fund to Road and Bridge Fund to fund Road Materials & Supplies

Dannielle Welch

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Monday, April 29, 2019 3:51 PM
To: Dannielle Welch
Subject: road materials transfer

Importance: High

The Board was in concurrence at the April 23rd workshop that we transfer 100,000 from the Secondary Road Paving common account into the 0301 road materials line item. Does this require formal BOCC approval ?

THANKS !

LaWanda Pemberton
County Administrator
Taylor County Board of County Commissioners
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 6

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

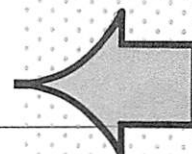
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,100	107-3699021	Misc - SCBA Refills
Expenditures:		
\$1,100	0192-54620	County Fire Department - R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of May, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Department

GP Cellulose, LLCPO Box 61270
Phoenix, AZ 85082-1270VENDOR NUMBER
G194551DATE
05-02-2019CHECK NUMBER
499992

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER #PO #CNTR#
03/11/19	3112019	1,100.00	.00	1,100.00	00287268

Per Dan -
SCBA Refills
0192-54620
R+M Equipment

TOTALS

1,100.00	.00	1,100.00
----------	-----	----------

Detach check along this perforation.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SALES TAX REVENUE FUND / HOSPITAL** for the fiscal period ending September 30, 2019 to be in excess of the advertised budget.

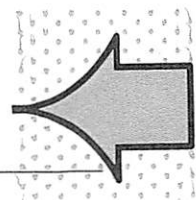
BE IT RESOLVED that the listed appropriations be added to, included in, and transferred to the **SALES TAX REVENUE FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 43,387	150-3811011	Interfund TRF from General Fund
\$ 43,387	1504-54620	DMH Capital Improvements R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of May, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

To record the transfer of funds from the General Fund Reserve for Contingency to the Sales Tax Revenue Fund/Hospital for repair and maintenance

4/1/19 BCC approved to transfer \$43,387 from General Fund Reserve for Contingency to DMH to complete the repair for the 2nd boiler.

Fund 150 - Sales Tax Revenue Fund / Hospital ✓

By
Resolution

\$ 43,387 150-3811011 Interfund TRF from General Fund

DMH Capital Improvements

\$ 43,387 1504-54620 R+m Equipment

Fund 001 - General Fund ✓

By
Budget
Transfer

\$ 43,387 9001-59900 General Fund Reserves - Reserve for Contingency

\$ 43,387 0466-59996 GF Transfer to other Funds -
Interfund TRF to Sales Tax /
Hospital Fund.

* Completed action for resolution & budget transfer BEFORE next board meeting, 5/21/19, as BCC already approved the transfer, to enable DMH to County Admin. to process P.O.

D Welch
4/11/19

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

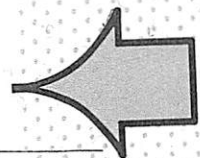
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$2,492	001-3343923	FWC Education Exhibit
Expenditures:		
\$2,492	2226-53401	FWC Ed. Exhibit-Contractual Srvs

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of May, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

New Grant Award

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request to Approve the Grant Proposals for the Lionfish Education Exhibit

Meeting Date:

May 6, 2019

Statement of Issue: Accept FWC Grant for two (2) Lionfish Education Exhibit in boat ramps for \$2,492.40 for fiscal year 2019-2020

Recommendation: Accept FWC' Grant funds for the exhibits.

Fiscal Impact: \$ 2,492.40 **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

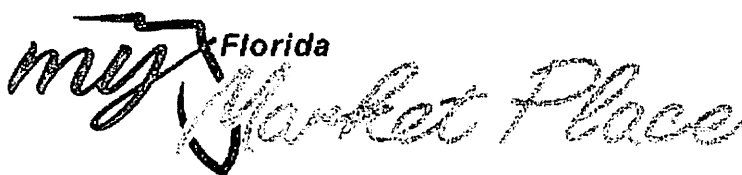
History, Facts & Issues: In the Board Meeting held in March 19 the Board discussed and approved to submit a grant proposal to FWC for \$2,492.40 for the installation of two (2) educational exhibits at the Keaton Beach and Steinhatchee public boat ramps. The proposal has been approved by FWC and a purchase order to initiate the process of the design, construction and installation of the exhibit has been issued. According to county' administrative procedures we request the Board's acceptance of the grant funds.

Options: 1. Accept the grant funds and improve Taylor County marine literacy

2. Not accept the grant funds

Attachments: 1. FWC's Purchase Order

2.

**Order No. B4E162**

Version Number: 1
 Internal Version: false
 Issued on Mon, 08 Apr, 2019
 Created on Mon, 08 Apr, 2019 by Ariba System

Supplier:
 Taylor County Board of Commissioners
 201 E. Green St
 Perry, FL 32347
 United States
 Phone: 1850-838-3553
 Fax: 1
 Contact: Melody Cox

Ship To:
 Fish & Wildlife Cons. Comm.
 Marine Fisheries Management
 2590 Executive Center Circle, E
 Suite 204, Berkley Bldg.
 Tallahassee, FL 32301
 United States

Deliver To:
 Zandra Wostel

Bill To:
 FWC - Marine Fisheries Management
 Berkeley Building - Suite 204
 2590 Executive Center Circle, E
 Tallahassee, FL 32301
 United States

Entity Description: Fish and Wildlife Conservation Commission
 Organization Code: 77523090400
 Object Code: 000000-139900
 Expansion Option: 1C
 Exemption Status: Yes
 Exemption Reason?: 3E

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	FWC is allocating funds to increase awareness...		each	2,492.4	None	\$1.00000 USD	\$2,492.40000 USD
	FWC is allocating funds to increase awareness and ensure consistent, accurate messaging about the lionfish invasion in Florida waters by supporting the creation of lionfish educational exhibits in public facilities around the state.						
	All participants must be facilities open to the public and committed to encouraging public awareness of coastal issues in Florida. Vendors must provide required lionfish facts in their exhibit display according to FWC's Lionfish Education Exhibit Program application in order to receive funding.						

Distributors?: N
 Requester: zandra.wostel
 Ship To Code: A0f3bt99.q
 State Contract ID:
 Buyer Code:

Description
Blanket Purchase Order

Contract ID:
 Requester Phone:
 PR No.: PR10887656
 MyGreenFlorida Content: N
 Method of Procurement: E - Purchase under \$2,500 [Rule 60A-1.002(2), F.A.C.]
 Shipping Method: Best Way
 FOB Code: INC-Dest
 FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Encumber Funds: Yes
 PO Start Date: Thu, 4 Apr, 2019
 PO End Date: Wed, 31 Jul, 2019
 Fiscal Year Indicator: 2019
 PUI#: 7701
 Site Code: 770000-00
 Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
 P Card Order?: No

Total \$2,492.40000 USD

Comments

- zandra.wostel, 04/04/2019:
CONTRACT MANAGER: MIKE KENNISON (zandra.wostel, Thu, 04 Apr, 2019)

Attachments

- ATTACHMENT by zandra.wostel on *Thursday, April 4, 2019 at 4:01 PM*
FWC Terms and Conditions 7-24-18.pdf (310376 bytes)
- ATTACHMENT by zandra.wostel on *Thursday, April 4, 2019 at 4:01 PM*
LEEP Appl Taylor Co. BOCC.pdf (97605 bytes)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



GP Bucket Brigade Grant Application

Meeting Date:

5/21/2019

Statement of Issue: Board approval required to submit the online GP Bucket Brigade grant application.

Recommendation:

Staff recommends the board approve the fire chief to submit an online grant application.

Fiscal Impact: \$ _____ **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Dan Cassel

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The GP Bucket Brigade grant is a 100% funded grant with the purpose of providing essential equipment to fire services.

Grant application will request fire hose and nozzles.

Options:

1. _____
2. _____

Attachments:

1. _____
2. _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to further discuss the possible donation of county property to Habitat for Humanity

**MEETING DATE REQUESTED:**

May 21, 2019

Statement of Issue:

To consider the donation of property to Habitat for Humanity for the construction of a family home.

Recommended Action:**Fiscal Impact:**

Potential ad valorem tax revenue

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Patricia Meyerin, Executive Director, Habitat for Humanity appeared before the Board of County Commissioners during a Workshop on November 8, 2018 to request the possible donation of county owned property, parcel #09851-000, 212 Ninth Street in Steinhatchee. The Board tasked Staff with researching the possibility of the particular parcel.

At the January 22, 2019 meeting the Clerk of Courts discussed the property value with the Board. Ms. Meyerin was advised to discuss the matter with the Clerk prior to proceeding with a donation from the County.

Per Ms. Meyerin, the matter has been discussed with the Clerk and she is requesting that the County approve the donation of property to Habitat for Humanity.

Options:**Attachments:**

Board minutes excerpts
Parcel map

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

THURSDAY, NOVEMBER 8, 2018

3. PATRICIA MEYERIN, TAYLOR COUNTY HABITAT FOR HUMANITY, APPEARED TO DISCUSS THE POSSIBLE DONATION OF COUNTY PROPERTY TO HABITAT FOR HUMANITY. DEED BOOK 48 PAGE 177-1-9 1948 B. O'QUINN & BESSIE B., HIS WIFE LOT 11, BLOCK 55 - 212 9TH. STREET S.E., STEINHATCHEE, FL COMMISSIONER SPRADLEY QUESTIONED IF A PUBLIC HEARING SHOULD BE HELD ON THE PROJECT. THE BOARD AGREED TO RESEARCH THE REQUEST FURTHER. 6:00 P.M.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

THURSDAY, NOVEMBER 8, 2018

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BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, JANUARY 22, 2019

9:00 A.M.

18. THE CLERK DISCUSSED THE POSSIBLE DONATION OF COUNTY PROPERTY, AS REQUESTED BY HABITAT FOR HUMANITY. THE CLERK DISCUSSED WITH THE BOARD, THE ABOVE REQUEST. THE CLERK ADVISED THAT THE PARCEL OF LAND REQUESTED BY HABITAT FOR HUMANITY, WHICH THE COUNTY OWNS, IS IN STEINHATCHEE (LOT 11, BLOCK 55, LOCATED AT 212 9TH. STREET S.E.), HAS A CURRENT VALUE OF OVER \$28,000. THE CLERK ADVISED THAT THE CURRENT VALUE EXCEEDS HOMESTEAD AND THAT THE CONSTRUCTION OF A RESIDENCE ON THIS LOT MAY EXCEED THE ABILITY OF THE OWNER TO PAY PROPERTY TAXES, SINCE HABITAT FOR HUMANITY'S PROGRAM SUPPORTS LOW INCOME FAMILIES.

THE BOARD REQUESTED MRS. PATRICIA MEYERIN, HABITAT FOR HUMANITY COORDINATOR, TO DISCUSS THIS MATTER WITH THE CLERK PRIOR TO PROCEEDING WITH A DONATION FROM THE COUNTY.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, JANUARY 22, 2019

9:00 A.M.

18. THE CLERK DISCUSSED THE POSSIBLE DONATION OF COUNTY PROPERTY, AS REQUESTED BY HABITAT FOR HUMANITY. THE CLERK DISCUSSED WITH THE BOARD, THE ABOVE REQUEST. THE CLERK ADVISED THAT THE PARCEL OF LAND REQUESTED BY HABITAT FOR HUMANITY, WHICH THE COUNTY OWNS, IS IN STEINHATCHEE (LOT 11, BLOCK 55, LOCATED AT 212 9TH. STREET S.E.), HAS A CURRENT VALUE OF OVER \$28,000. THE CLERK ADVISED THAT THE CURRENT VALUE EXCEEDS HOMESTEAD AND THAT THE CONSTRUCTION OF A RESIDENCE ON THIS LOT MAY EXCEED THE ABILITY OF THE OWNER TO PAY PROPERTY TAXES, SINCE HABITAT FOR HUMANITY'S PROGRAM SUPPORTS LOW INCOME FAMILIES.

THE BOARD REQUESTED MRS. PATRICIA MEYERIN, HABITAT FOR HUMANITY COORDINATOR, TO DISCUSS THIS MATTER WITH THE CLERK PRIOR TO PROCEEDING WITH A DONATION FROM THE COUNTY.



Overview



Legend

- Parcels
- Parcel Numbers
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	09851-000	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	25-09-09	Class	Vacant		P O BOX 620
Property Address	212 NINTH ST SE	Acreage	n/a		PERRY FL 32348
	CO				

District CO
Brief Tax Description LEG 0000.42 ACRES - STEINHATCHEE SUB - LOT 11 BLK 55 -
(Note: Not to be used on legal documents)

Date created: 5/15/2019
Last Data Uploaded: 5/14/2019 10:25:36 PM

Developed by Schneider
GEOSPATIAL



C. R. Raliff
Bruce A. Raliff

Taylor County, FL

Summary

Tax District	CO Millage Rate: 16.2199
Site Location	212 NINTH ST SE
Section Township Range	25-09-09
ParcelID	09851-000
Exemptions	GOV/ LOCAL/ COUNTY
Property Usage	VACANT-COUNTY
Legal Description	LEG 0000.42 ACRES - STEINHATCHEE SUB - LOT 11 BLK 55 - (Note: Not to be used on legal documents)

Owner

TAYLOR COUNTY
P O BOX 620
PERRY FL 32348

Land

Land Use	8006V
Number of Units	100
Unit Type	FF
Assessed Value	\$29,990

Building Data

Building #	1
Actual Year Built	0
Base (Heated/Cooled) Area	0 (gross base sq ft)
Gross Area	0 (total gross sq ft for all subareas)
Description	VACANT LAND
Occupancy	VACANT-COUNTY
Construction Class	N/A
Exterior Walls	
Roof Structure	
Roof Cover	
Floor Cover	
Interior Walls	
Heating Type	
Cooling Type	
Frame Type	
Ceiling Finish	
Plumbing	
Wall Height	Standard
Floors	0
Plumbing Fixtures	0
Avg. Rooms Per Floor	

Sales History

Sales Date	Type of Document	Book/Page	Amount
01-01-1900		0/0	\$0

Valuation

	2018	2017	2016	2015	2014	2013
+ Land Value	\$28,810	\$28,810	\$25,870	\$28,810	\$28,812	\$28,812
- Agricultural						
+ Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Assessed XF Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Total Misc. Value	\$0	\$0	\$0	\$0	\$0	\$0
= Just or Classified Value	\$28,810	\$28,810	\$25,870	\$28,810	\$28,812	\$28,812
- SOH/deferred	\$0	(\$360)	\$0	\$0	\$0	\$0
= Assessed Value	\$28,810	\$28,450	\$25,870	\$28,810	\$28,812	\$28,812
- Exempt Value	(\$28,810)	(\$28,450)	(\$25,870)	(\$28,810)	(\$28,812)	(\$28,812)
= Taxable Value	\$0	\$0	\$0	\$0	\$0	\$0
Appraised Land Value	\$28,810	\$28,810	\$25,870	\$28,810	\$28,812	\$28,812
Assessed Justification or Classified Value	\$28,810	\$28,810	\$25,870	\$28,810	\$28,812	\$28,812

TRIM

TRIM Notice

No data available for the following modules: Miscellaneous Features, Sketch.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

Last Data Upload: 5/14/2019 10:25:36 PM

Version 2.2.18

Developed by



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to Consider Approval of a Proclamation in Support of Partnering with the 2020 Census Bureau to Help Ensure an Accurate Count in Taylor County.

MEETING DATE REQUESTED:

MAY 21, 2019

Statement of Issue: The Board to Consider Approval of a Proclamation in Support of Partnering with the 2020 Census Bureau to Help Ensure an Accurate Count in Taylor County.

Recommended Action: Approve request

Fiscal Impact: Future federal funding

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 EXT 106

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The U.S. Constitution requires that each decade a count is taken of America's population. The 2020 Census will determine how many representatives each state gets in Congress and also determines the amount of federal funding Taylor County may receive. Becoming a 2020 Census Partner and forming a Complete Count Committee will help educate the public of the upcoming census, which helps Taylor County receive an accurate count and also provides temporary employment opportunities to our citizens. The Census Bureau will provide educational and outreach materials to the Complete Count Committee.

Options:

Attachments: Proclamation

PROCLAMATION

Partnering with the 2020 Census Bureau to Help Ensure an Accurate Count for Taylor County

WHEREAS an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day care centers, roads and public transportation, hospitals and other facilities, and achieving an accurate and complete count of the nation's growing and changing population;

WHEREAS more than \$400 billion per year in federal and state funding is allocated to states and communities based, in part, on census data;

WHEREAS census data helps determine how many seats each state will have in the U.S. House of Representatives and often is used for the redistricting of state legislatures, county and city councils and voting districts;

WHEREAS the 2020 Census creates jobs that stimulate economic growth and increase employment;

WHEREAS the information collected by the Census is confidential and protected by law under Title 13, U.S. Code.

Now, therefore we PROCLAIM that the Taylor County Board of County Commissioners is committed to partnering with the U.S. Census Bureau to help ensure a full and accurate count in 2020.

As a 2020 Census partner, we will:

1. Support the goals and ideals for the 2020 Census and disseminate 2020 Census information to encourage those in our community to participate.
2. Encourage people in our community to place an emphasis on the 2020 Census and participate in events and initiatives that will raise overall awareness and ensure a full and accurate census.
3. Support Census takers as they help our community complete an accurate count.
4. Create or seek opportunities to collaborate with other like-minded groups in our community by participating in Complete Count Committees and/or utilizing high-profile, trusted voices to advocate on behalf of the 2020 Census.

Done and ordered this 21st day of May 2019, in Taylor County, Florida

Pam Feagle
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Annie Mae Murphy, Clerk
Taylor County, Florida

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



WE REQUEST THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS APPOINT A REPLACEMENT COMMISSIONER TO THE TAYLOR COASTAL WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS

Meeting Date:

MAY 21, 2019

Statement of Issue: THE DISTRICT HAS ONE VACANT SEAT ON ITS GOVERNING BOARD.

Recommendation: CHOOSE AN APPLICANT AND APPROVE THE REQUEST

Fiscal Impact: \$ 0 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: LYNETTE SENTER, OFFICE MANAGER, TAYLOR COASTAL WATER AND SEWER DISTRICT

Contact: TAYLOR COASTAL WATER AND SEWER DISTRICT OFFICE
850-578-3043 tcwsd@fairpoint.net

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

THE POSITION HAS BEEN VACANT SINCE MARCH 2019 WHEN COMMISSIONER NANCY GEOHAGAN RESIGNED. THE POSITION WAS ADVERTISED IN APRIL 2019 AND TWO APPLICATIONS WERE RECEIVED. MR. STEVE SPRADLEY AND MS. CAROL WENTWORTH HAVE EXPRESSED AN INTEREST IN SERVING THE DISTRICT AS A COMMISSION BOARD MEMBER. THE TERM OF THIS POSITION BEGAN ON MAY 3, 2016 AND WILL END ON MAY 3, 2020.

Options: 1. _____
2. _____

Attachments: 1. APPLICATIONS
2. COPIES OF TAYLOR COUNTY FL PROPERTY APPRAISER INFORMATION VERIFYING OWNERSHIP OF PROPERTY WITHIN THE DISTRICTS BOUNDARIES

TAYLOR COASTAL WATER AND SEWER DISTRICT
COMMISSIONER APPLICATION

4/26/19
KMW
3:50 p.m.

NAME: Steve Spradly
MAILING ADDRESS: 153 Kingfisher
CITY: Perry STATE: FL ZIP CODE: 32348
HOME PHONE: 850 578-2716
ALTERNATE PHONE: 850 672-1004
EMAIL: Steve.Spradly@gmail.com
EMPLOYER: Guardian Ad Life
JOB TITLE: Admin. Specialist
NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 40

ARE YOU A REGISTERED VOTER IN TAYLOR COUNTY? ☒ YES ☐ NO

DO YOU OWN HOMESTEAD PROPERTY IN THE TCSWD SERVICES AREA? ☒ YES ☐ NO

EXPLAIN WHAT KNOWLEDGE OR INTEREST QUALIFIES YOU FOR CONSIDERATION FOR APPOINTMENT TO THIS BOARD.
ATTACH ADDITIONAL SHEETS IF NEEDED.

Beach resident since 2012. Served on BCC for 7 months in 2018 and attended all TCSWD Board meeting during that time. I am aware of projects planned and needed. I feel that I can bring a clear and good knowledge and experience to TCSWD.

"I do solemnly swear or affirm that I am a registered voter with the State of Florida and that I own real property within the boundaries of the Taylor Coastal Water and Sewer District as designated in Taylor County Ordinance No. 2000-10."

Signature: Steve Spradly

Received by TCWSD: 4/26/19	Received by BCC:	Action Taken:
-------------------------------	------------------	---------------

Summary

Tax District	CO Millage Rate 16.2199
Site Location	153 KINGFISHER RD
Section Township	01-08-07
Range	07135-000
Parcel ID	HOMESTEAD
Exemptions	SINGLE FAMILY EXEMPT
Property Usage	LEG 000014 ACRES - CEDAR ISLAND URS - COM NW COR CEDAR ISLAND B U N11DE - 40 FT N76DW 165 FT N11DE 181 FT - N73DW 240 FT N21DW 39 FT N4DE 68 FT - TO POB N4DE 72 FT
Legal Description	N54DW 100 FT S4DE - 61 FT S76DE 91 FT TO POB - OR 692-998 HW - SUBJ TO ESM IN OR 509-87 -
Note: Not to be used on legal documents.	

Owner

SPRADLEY STEPHEN L & DEBORAH R
153 KINGFISHER RD
PERRY FL 32347

Land

Land Use	0102R
Number of Units	1
Unit Type	LT
Assessed Value	\$76,110

Building Data

Building #	1
Actual Year Built	1980
Base (Heated/Cooled) Area	1265 (gross base sq ft)
Gross Area	2867 (total gross sq ft for all subareas)
Description	SFR PILING
Occupancy	SINGLE FAMILY ELEV
Construction Class	N/A
Exterior Walls	100% VINYL
Roof Structure	100% SHED
Roof Cover	100% PAINTED METAL
Floor Cover	100% 20% VINYL, 80% CARPET
Interior Walls	100% WOOD PANEL
Heating Type	100% FORCED AIR DUCTED
Cooling Type	100% CENTRAL
Frame Type	
Ceiling Finish	
Painting	2 BATHS
Wall Height	Standard
Floors	0
Plumbing Fixtures	0
Avg. Rooms Per Floor	

Miscellaneous Features

Description	Year	Length	Width	Area
DU-3-B GOOD	2009	7	4	28
FT B DOCK WD	2000	16	8	128
BOAT HOUSE B	1997	20	12	240
B-DOCK-C	1997	12	20	240
BOATLIFT-ELECT	1997	0	0	1
B-PH-A	1994	0	0	76
BUYHEAD-PT	1985	0	0	61

Sales History

Sales Date	Type of Document	Block/Page	Amount
12-01-2012	WARANTY DEED	692/398	\$197,000
12-01-2011	WARANTY DEED	677/1	\$100
06-01-2010	QUIT-CLAIM DEED	655/946	\$100
07-01-2008	WARANTY DEED	625/874	\$100
09-01-1993	WARANTY DEED	325/304	\$25,000
04-01-1992	WARANTY DEED	302/1	\$40,900
02-01-1987	WARANTY DEED	226/567	\$45,000
06-01-1985	WARANTY DEED	207/63	\$39,500

Valuation

Land Value	2018	2017	2016	2015	2014	2013
+	\$64,800	\$64,800	\$64,800	\$64,800	\$64,800	\$60,255
+	Agricultural					
+	Building Value	\$65,060	\$66,060	\$67,560	\$66,312	\$66,312
+	Assessed XF	\$0	\$0	\$0	\$0	\$0
+	Total Misc	\$3,660	\$3,700	\$2,580	\$2,700	\$2,710
Value						
=	Just or	\$132,020	\$133,560	\$133,440	\$135,060	\$133,822
Classified						
Value						
-	SCM/Deferred	\$0	\$0	(\$130)	(\$2,800)	(\$2,606)
Assessed Value	\$132,020	\$133,560	\$133,310	\$132,260	\$131,216	\$129,217
-	Exempt Value	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)
=	Taxable Value	\$82,020	\$83,560	\$83,310	\$82,260	\$81,216
Appraised Land	\$64,800	\$64,800	\$64,800	\$64,800	\$64,800	\$60,255
Value						

TAYLOR COASTAL WATER AND SEWER DISTRICT
COMMISSIONER APPLICATION

5/6/19
From BCC
Linda Pankton

NAME: Carol Wentworth

MAILING ADDRESS: 4827 Betha Rd

CITY: Perry STATE: FL ZIP CODE: 32348

HOME PHONE: 850-843-1665

ALTERNATE PHONE: _____

EMAIL: Carol.wentworth@taylor.k12.fl.us

EMPLOYER: Taylor County School District

JOB TITLE: Teacher

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 44

ARE YOU A REGISTERED VOTER IN TAYLOR COUNTY? ☒ YES ☐ NO

DO YOU OWN HOMESTEAD PROPERTY IN THE TCSWD SERVICES AREA? ☒ YES ☐ NO

EXPLAIN WHAT KNOWLEDGE OR INTEREST QUALIFIES YOU FOR CONSIDERATION FOR APPOINTMENT TO THIS BOARD.
ATTACH ADDITIONAL SHEETS IF NEEDED.

See attached.

"I do solemnly swear or affirm that I am a registered voter with the State of Florida and that I own real property within the boundaries of the Taylor Coastal Water and Sewer District as designated in Taylor County Ordinance No. 2000-10."

Signature: 

Received by TCWSD:

Received by BCC:

Action Taken:

As a lifelong resident of Taylor County and a land owner at Dekle Beach, I am interested in serving as a Taylor Coastal Water and Sewer Commissioner. Ensuring that measures are taken to keep our water safe in the coastal areas is of utmost importance to our local residents as well as tourists that visit our beaches every year.

I graduated from TCHS as well as Florida State University with a Bachelor's of Science degree in Accounting. I have 2 years of experience as an office manager and 25 years of experience as a teacher at Taylor County High School. I hold industry certifications in Microsoft PowerPoint, Word, Excel, Outlook, Word Expert, and Excel Expert. I am also certified in Adobe Photoshop.

I am also a current business owner in Taylor County. I have owned and operated KC Sportswear, a t-shirt business, for over 10 years.

With my education, experience, and as a property owner at Dekle Beach, I believe I am a good candidate to serve as a Taylor Coastal Water and Sewer Commissioner.



Taylor County, FL

Summary

Tax District CO Millage Rate: 16.2199
Site Location 19038 MEXICO RD
Section Township Range 27-07-07
Parcel ID 06721-500
Exemptions N/A
Property Usage SINGLE FAMILY ELEV
Legal Description LEG 0000.23 ACRES - DEKLE BEACH UNIT 2 - LOT 145 DESC AS COM SW COR SE 1/4 - OF SW 1/4 RUN S40DW 225.2 FT N49DW - 80 FT TO POB TH N49DW 100 FT N40DE - 100 FT S49DE 100 FT S40DW 100 FT - TO POB LESS 1/2 INT IN OGM RGTS - OR 465-208 OR 749-114
 (Note: Not to be used on legal documents)

Owner

WENTWORTH MARK D & CAROL
 4827 BETHEA RD
 PERRY FL 32348

Land

Land Use 0102R
Number of Units 1
Unit Type LT
Assessed Value \$68,800

Building Data

Building # 1
Actual Year Built 2018
Base (Heated/Cooled) Area 1500 (gross base sq ft)
Gross Area 5100 (total gross sq ft for all subareas)
Description SFR PILING
Occupancy SINGLE FAMILY ELEV
Construction Class N/A
Exterior Walls 100% HARDIE BOARD
Roof Structure 100% GABLE/HIP
Roof Cover 100% PAINTED METAL
Floor Cover 100% FLOATING FLOOR
Interior Walls 100% DRYWALL
Heating Type 100% FORCED AIR DUCTED
Cooling Type 100% CENTRAL
Frame Type
Ceiling Finish
Plumbing 2 BATHS
Wall Height Standard
Floors 0
Plumbing Fixtures 0
Avg. Rooms Per Floor

Sales History

Sales Date	Type of Document	Book/Page	Amount
08-05-2016	WARRANTY DEED	749/114	\$115,000
08-01-2001	WARRANTY DEED	465/208	\$40,000
05-01-1995	WARRANTY DEED	360/185	\$23,000

Valuation

	2018	2017	2016	2015	2014	2013
+ Land Value	\$68,800	\$59,900	\$56,910	\$56,910	\$56,905	\$56,905
- Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Assessed XF Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Total Misc. Value	\$0	\$0	\$0	\$0	\$0	\$0
= Just or Classified Value	\$68,800	\$59,900	\$56,910	\$56,910	\$56,905	\$56,905
- SOH/deferred	(\$2,910)	\$0	\$0	\$0	\$0	\$0
= Assessed Value	\$65,890	\$59,900	\$56,910	\$56,910	\$56,905	\$56,905
- Exempt Value	\$0	\$0	\$0	\$0	\$0	\$0
= Taxable Value	\$65,890	\$59,900	\$56,910	\$56,910	\$56,905	\$56,905

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Announcements | TAYLOR COA X +

tcwsd.org/news-commission-vac

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TAYLOR COASTAL WATER & DISTRICT Customize 0

Announcements

BOARD VACANCY

Taylor Coastal Water and Sewer District has one
sioners. This is a volunteer position. Potential co
must own property within the District's boundar
registered voter within the State of Florida. 1
that began on May 3, 2016 and will end on May
4th Tuesday of each month at the District Office
occur.

Interested parties may obtain an application fro
pick up an application at the District Office locat
the Taylor County Administrative Complex locat
completed, you may return the application to ei
quests will be submitted to the Taylor County B
Further information may be obtained by calling

Applications must be received in the District Off
4:00 P.M. on Friday, May 6, 2019.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider creating a new On Call Fire Inspector position.

Meeting Date:

5/21/2019

Statement of Issue: There is a need for additional staffing to complete Fire Safety Inspections

in accordance with Florida Statue 633.216 (1) and Florida Administrative Code 69A-60.007 (1)

Recommendation: Board to consider approving a new job description for an On Call Fire

Inspector and to reclassify a current On Call Fire Fighter position.

Fiscal Impact: \$ 9,351.21

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Dan Cassel

Contact: _____

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: There are currently three budgeted On Call Fire Fighter positions. One of
the positions are currently funded at \$9,351.21 a year.

Options:

1. _____
2. _____

Attachments:

1. Proposed Fire Inspector job description
2. _____

Taylor County Board of County Commissioners
JOB TITLE: Fire Inspector (On Call)

EXEMPT (Y/N):	No	UNION (Y/N):	Yes (IAFF)
Pay Grade	\$16.49 per hour		
LOCATION:	Fire/Rescue	DEPARTMENT:	Fire/Rescue
SUPERVISOR:	Fire Chief		
PREPARED BY:	Human Resources	DATE:	
APPROVED BY:			

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

This is a responsible and technical position. The Fire Inspector shall conduct commercial fire inspections for compliance with fire codes. Participate in fire prevention education programs, assists with commercial plan review. Maintains required records and reports and performs related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- ◆ Conducts thorough fire inspections of new and existing building; reviews plans for compliance with codes requirements.
- ◆ Interprets and enforces fire and life safety codes.
- ◆ Acts as liaison between the commercial businesses and the Fire Chief.
- ◆ Conducts various other safety inspections, including those related to hazardous materials, fire suppression systems, fire alarm systems, occupational licensing, and others as requested.
- ◆ Documents and maintains records of fire inspection activities.
- ◆ Plans and participates in fire prevention and life safety education activities within the community.
- ◆ Operates a motor vehicle and various office machines.
- ◆ Must meet proficiency standards.
- ◆ Any other reasonable duties deemed necessary by supervisor.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Applicant must successfully pass a physical exam and must successfully pass a physical assessment test.

DESIRABLE QUALIFICATIONS:

Knowledge, Abilities and Skills

Knowledge of the Florida Fire Prevention Code and ordinances relating to plan review. Knowledge of fire prevention activities and methods. Knowledge of building constructions. Ability to read and interpret codes, plans, and specifications. Ability to maintain an effective working relationship with building owners or contractors and the county. Ability to prepare clear and concise reports.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ◆ While performing the duties of this job, employee is required to talk and to hear.

- ◆ Required to stand; walk; sit; and use hands and fingers.
- ◆ Employee is required to operate various motor vehicles.
- ◆ Often required to lift and/or move items of moderate weight.
- ◆ Sufficient physical strength and agility to perform heavy lifting.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ◆ While performing this job, the employee often works near moving mechanical parts and heavy equipment and vehicles.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires working in an office environment; outdoor environments in all weather; and can often be in a high stress situation.

EDUCATION AND/OR EXPERIENCE:

High school diploma or an equivalent required.

Experience as a Fire Safety Inspector is preferred.

CERTIFICATES, LICENSES, REGISTRATION:

Requirements include those established by Section 633.216, Florida Statute, relates to training and certification of Fire Safety Inspector. Possession of a current Emergency Vehicle Operators Course (EVOC) certification or equivalent is required, as is a current valid Florida Class E driver's license. Fire Fighter certification established by Section 633.34, 633.35, Florida Statutes, as relates to initial certifications as a firefighter and certification as an Emergency Medical Technician as prescribed in Florida Statutes, Chapter 401 and Florida Rules 10D-66 are preferred.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to award bids for the rehabilitation of one home and the demolition and construction of three homes through the SHIP Program and the demolition and construction of three homes through the CDBG Program. Board also to approve exceeding the arbitrary cost limits for the SHIP Local Housing Assistance Plan (LHAP) and for the CDBG Housing Assistance Plan due to rising costs of construction.

Meeting Date:

May 21, 2019

Statement of Issue:

Board to award bids for one rehabilitation project and three demolition and construction projects through the SHIP Program and for three demolition and construction project through the CDBG Program and approve exceeding the cost limits as currently set forth in the SHIP LHAP and the CDBG HAP.

Recommendation:

Board to award bids and approve exceeding the cost limits of the current SHIP LHAP and CDBG HAP.

Fiscal Impact:

\$ All projects will be 100% grant funded.

Budgeted Expense:

Yes

☒

No

☐

N/A

☐

Submitted By:

Jami Boothby, Grants Coordinator

Contact:

Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board received bids for the rehabilitation of one home and the demolition and construction of three homes through the SHIP Program and the demolition and construction of three homes through the CDBG Program at the May 6, 2019 meeting. The Bid Committee recommends awarding the bids as follows:

SHIP REHABILITATION

Carvajal Cook Certified Roofing and Construction, Inc. \$25,000

SHIP DEMOLITION AND CONSTRUCTION

Kaitlyn Holmes	Jerry Walters Construction, Inc.	\$79,950
Thomas Mixon	Jerry Walters Construction, Inc.	\$84,950

Laura Campbell	J.G. Parker Enterprises, Inc.	\$95,888
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CDBG DEMOLITION AND CONSTRUCTION

James O'Neal	J.G. Parker Enterprises, Inc.	\$79,888
William Walter Davis	J.G. Parker Enterprises, Inc.	\$95,888
Darrell Faulkner	J.G. Parker Enterprises, Inc.	\$96,888

Options:

1. Award the bids and approve exceeding the SHIP LHAP and CDBG HAP cost limits.

2. Deny the bids and exceeding the SHIP LHAP and CDBG HAP cost limits
GSG Bid Award Recommendations, Bid Tabulations, and Work Write-


Attachments:

1. Up/Bid Form for contractors being recommended for bid award.

- 2.

MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant 

SUBJECT: Bid Award Recommendations

DATE: May 10, 2019

BID AWARD

On May 6, 2019 sealed bids were received and opened for four houses in the Taylor County SHIP Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicants, recommended bidders and the amounts for the houses are listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Kaitlyn Holmes	Jerry Walters Construction, Inc.	\$79,950*
Thomas Mixon	Jerry Walters Construction, Inc.	\$84,950*
Carvajal Cook	Certified Roofing and Construction, Inc.	\$25,000**
Laura Campbell	J. G. Parker Enterprises, Inc.	\$95,888*

*Note: While the arbitrary LHAP limit for a replacement house is \$75,000, the actual bids exceed the limit due to rising costs related to the recent storms and booming economy. That amount can be exceeded by commission vote. **Note: While the actual bid for this house was \$27,900, we will determine what items can be eliminated to reduce the amount to the \$25,000 maximum limit.

Recommended Action # 1: Motion to exceed the arbitrary limit of \$75,000

Recommended Action # 2: Award the houses identified above.

HOUSING REHABILITATION CDBG GRANT

APPLICANTS

On May 6, 2019 sealed bids were received and opened for three houses in the Taylor County CDBG Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the CDBG Housing Assistance Plan. The applicants, recommended bidders and the amounts for the houses are listed below:

APPLICANT	RECOMMENDED BIDDER	AMOUNT
James O'Neal	J. G. Parker Enterprises, Inc.	\$79,888
William Walter Davis	J. G. Parker Enterprises, Inc.	\$95,888*
Darrell Faulkner	J. G. Parker Enterprises, Inc.	\$96,888*

While the HAP limit for replacement houses is for a \$85,500 for a three bedroom, the actual bids exceed the limit due to rising costs related to the recent storms and booming economy. You can exceed the arbitrary limit by making a motion to exceed the limit.

Recommended Action # 1: Motion to exceed the arbitrary limit of \$85,500 for the Davis and Faulkner residences.

Recommended Action # 2: Award the houses as identified above.

Attachments:

Bid Tabulations with Recommendations

TAYLOR COUNTY SHIP BID TABULATION

MONDAY May 6, 2019

Contractor	Kaitlyn Holmes	Thomas Mixon	Carvajal Cook	Laura Campbell
Florida Homes, Inc.	82,104	89,947	29,915	98,720
Certified Roofing and Construction, Inc.	85,600	94,000	21,900	104,190
Jerry Walters Construction, Inc.	79,950	84,950		99,950
J. G. Parker Enterprises, Inc.	82,888	86,888		95,888
Ealm Construction, Inc.				
Recommended Contractor	Jerry Walters Const.	Jerry Walters Const.	Certified	J.G. Parker

Opened By:

Gary Knowles

Witnessed by:

Bid Opening:

Signature

Monday May 6, 2019

Gary Knowles

BOCC Meeting

TAYLOR COUNTY CDBG BID TABULATION

MONDAY May 6, 2019

Contractor	James O'Neal	William Walter Davis, Jr.	Darrell Faulkner	
Florida Homes, Inc.	82,198	98,524	98,128	
J. G. Parker Enterprises, Inc.	79,888	95,888	96,888	
Jerry Walters Construction, Inc.	82,950	99,950	99,950	
Certified Roofing and Construction, Inc.	84,940	101,340	100,830	
Falm Construction, Inc.				
Government Services Group - Estimate	\$82,000	\$88,500	\$89,500	
15% Above Estimate	\$94,300	\$101,775	\$102,925	
15% Below Estimate	\$69,700	\$75,225	\$76,075	
Recommended Contractor	J.G. Parker	J.G. Parker	J.G. Parker	

* No longer Eligible - Entered Nursing Home

Opened By:

Gary Knowles

Witnessed by:

Bid Opening:

Signature

Monday May 6, 2019

Gary Knowles

BOCC Meeting

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Carvajal Cook

Address: 112 Blalock Street – Perry, FL 32348

Mailing Address: Same

Phone #: 850-838-7301

Alternate Phone #:

Parcel # 05707-100

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles, including all deteriorated roof decking and support members.	Roof	8500
002	Electrical	Install smoke detectors in hallways and bedrooms, hardwired in sequence with battery backup.	Various	1150
003	HVAC	Replace existing system with new Electric HVAC system with service to all habitable rooms. Include all ductwork, piping, electrical, return air vent, and registers for a complete new system. System must be Energy Star rated, minimum 15 SEER system. Replace existing heat/air window unit.	All	7500
004	Plumbing	Replace vent fan in hall bath. Replace tub stopper valve and escutcheon.	Hall Bath	800
005	Windows	Replace all windows.	All	4400
006	Doors	Replace front door with new exterior pre-hung doors with Jamb Saver jambs. Include new hardware with deadbolts keyed alike. Replace front screen door.	Front	1250
007	Cabinets	Replace kitchen cabinets with same footage.	Kitchen	4300

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

Taylor County Housing Program Bid Form

Charlotte Johnson

TOTAL BID>>>>>>>>>>>>> \$ 27,900⁰⁰

.....

Item Bid Form

Page 2 of 3

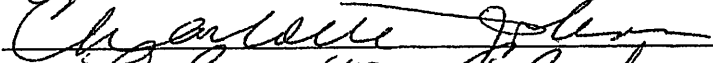
THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

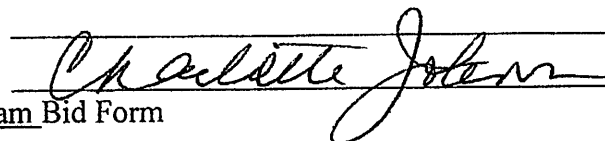
I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name	Certified Roofing & Construction
Contractor's Name (Print Name)	Charlotte Johnson
Contractor's Signature	
Contractor's Address	70 BP 1673 Newberry FL 32669
Contractor's License #	CBC 1252841 CCOS 7237
Contractor's Phone Number	352-472-7663
Contractor's E-Mail Address	certified687@gmail.com

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature



Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: Kaitlyn Holmes

Address: 117 Tippet Drive – Perry, FL 32348

Mailing Address: Same

Phone #: 850-371-0382 or 850-838-6552

Parcel # 04559-000

Inspected By: Jay Moseley

Date: 2/20/2019

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	5000.
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	3000.
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	44,950.
004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	5000.

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

117 Tippet Drive, Perry, FL

	APPLIANCES, AND HVAC	<p>(Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		5000.
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	5000
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	5000.
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	2000.
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen.</p>	Kitchen	3000.

Owners Signature

Co-Owners Signature

Contractor's Signature

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within 150 days of the issuance of the Notice to Proceed.
This house is to be vacant for 150 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name Jermy Walters Const
Contractor's Name (Print Name) Jermy Walters
Contractor's Signature [Signature]
Contractor's Address 25316 Colman St Brooksville FL
Contractor's License # CRC 1326355 34601
Contractor's Phone Number 352 585 2763
Contractor's E-Mail Address jermy.walters.constructioninc@gmail.com

Owners Signature

Co-Owners Signature

[Signature]
Contractor's Signature

4

**Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Thomas Mixon

Address: 1307 S. Sparrow St. – Perry, FL 32348

Mailing Address: Same

Phone #: 850-584-5396

Parcel # 04618-000

Inspected By: Jay Moseley

Date: 02/26/2019

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	5000 ⁰⁰
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	5000 ⁰⁰
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	45,950.00
004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	5000 ⁰⁰

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1307 S. Sparrow St., Perry, FL

	APPLIANCES, AND HVAC	<p>(Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		5000
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	5000
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	5000
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	2000
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen.</p>	Kitchen	5000

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1307 S. Sparrow St., Perry, FL

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within 150 days of the issuance of the Notice to Proceed. This house is to be vacant for 150 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name Jermy Walters Const
Contractor's Name (Print Name) Jermy Walters
Contractor's Signature [Signature]
Contractor's Address 25316 Delmon St Brooksville FL
Contractor's License # CRC 132635 34601
Contractor's Phone Number 352 585 2763
Contractor's E-Mail Address jermywalters Construction Inc@gmail.com

Owners Signature

Co-Owners Signature

[Signature]
Contractor's Signature

Taylor County Housing Program Bid form

1307 S. Sparrow St., Perry, FL

**Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Laura Campbell

Address: 208 Susan St. – Perry, FL 32348

Mailing Address: Same

Phone #: 850-480-4019

Parcel # 05131-000

Inspected By: Jay Moseley

Date: 02/26/2019

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	\$3,500.00
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	\$3,500.00
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1200 sq. ft, 3 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor. Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.	All	\$48,138.00

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

208 Susan St., Perry, FL

004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200 amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>	All	\$13,500.00
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	\$12,500.00
006	PLUMBING	<p>New plumbing fixtures shall include handicap toilet with grab bars, walk in shower with built in seat (tile construction or pre-fabricated unit – homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	\$9,000.00
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be</p>	All	\$1,250.00

Owners Signature _____

Co-Owners Signature _____

Contractor's Signature 

**Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: James O'Neal

Address: 15751 Breeze Drive – Perry, FL 32348

Mailing Address: Same

Phone #: 850-295-5826

Parcel # 06553-252

Inspected By: Jay Moseley

Date: 02/27/2019

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	\$3,500.00
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	\$3,000.00
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor. Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.	All	\$36,888.00

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

15751 Breeze Drive, Perry, FL

004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200 amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>	All	\$13,000.00
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	\$10,000.00
006	PLUMBING	<p>New plumbing fixtures shall include handicap toilet with grab bars, walk in shower with built in seat (tile construction or pre-fabricated unit – homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	\$9,000.00
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be</p>	All	\$1,000.00

Owners Signature _____

Co-Owners Signature _____

Contractor's Signature _____

Taylor County Housing Program Bid form

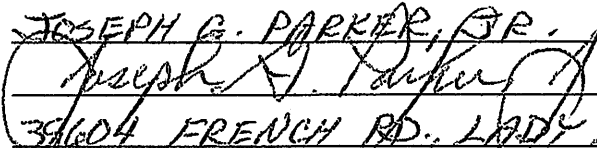
15751 Breeze Drive, Perry, FL

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

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Work must be completed and approved within 150 days of the issuance of the Notice to Proceed.
This house is to be vacant for 150 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name J. G. PARKER ENTERPRISES, INC.
Contractor's Name (Print Name) JOSEPH G. PARKER, JR.
Contractor's Signature 
Contractor's Address 39604 FRENCH RD., LADY LAKE, FL 32159
Contractor's License # CRC1329403
Contractor's Phone Number 352-551-4916
Contractor's E-Mail Address jgparker4@embarqmail.com

Owners' Signature

Co-Owners' Signature


Contractor's Signature

Taylor County Housing Program Bid form

15751 Breeze Drive, Perry, FL

Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: William W. Davis

Address: 11680 Spring Warrior Road – Perry, FL 32348

Mailing Address: Same

Phone #: 850-843-4877 or 850-843-4982

Parcel # 06320-050

Inspected By: Jay Moseley

Date: 02/27/2019

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	\$3,500.00
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	\$3,000.00
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1200 sq. ft, 3 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	\$48,638.00
004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	

Owners Signature

Co-Owners Signature



Contractor's Signature

Taylor County Housing Program Bid form

11680 Spring Warrior Road, Perry, FL

	APPLIANCES, AND HVAC	<p>(Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		\$13,500.00
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	\$12,500.00
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	\$9,000.00
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	\$1,250.00
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen.</p>	Kitchen	\$3,500.00

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

11680 Spring Warrior Road, Perry, FL

Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: Darrell Faulkner

Address: 4600 Fortner Circle – Perry, FL 32348

Mailing Address: Same

Phone #: 850-584-6608 or 850-672-9221

Parcel # 02035-009

Inspected By: Jay Moseley

Date: 2/20/2019

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	\$3,500.00
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004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	

 Owners Signature

 Co-Owners Signature

 Contractor's Signature

Taylor County Housing Program Bid form

4600 Fortner Circle, Perry, FL

	APPLIANCES, AND HVAC	<p>(Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		\$13,500.00
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	\$12,500.00
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	\$9,000.00
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Owners Signature _____

Co-Owners Signature _____

Contractor's Signature _____

Taylor County Housing Program Bid form

4600 Fortner Circle, Perry, FL

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I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name J. G. PARKER ENTERPRISES, INC.
Contractor's Name (Print Name) JOSEPH G. PARKER, JR.
Contractor's Signature Joseph G. Parker Jr.
Contractor's Address 39604 FRENCH RD., LADY LAKE, FL 32159
Contractor's License # CRC1329403
Contractor's Phone Number 352-551-4916
Contractor's E-Mail Address j.g.parker4@embargo.com

Owners Signature

Co-Owners Signature

Joseph G. Parker Jr.
Contractor's Signature

Taylor County Housing Program Bid form

4600 Fortner Circle, Perry, FL

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Cooperative Agreement between the County and the Federal Railroad Administration (FRA) for a grant in the amount of \$8,671,513.50 for the railroad rehabilitation project for track and bridge improvements from the Foley Cellulose Mill located in Perry, Florida to Adel, Georgia.

MEETING DATE REQUESTED:

May 21, 2019

Statement of Issue: Board to review and approve the Cooperative Agreement between the County and FRA for the rail rehabilitation project.

Recommended Action: Approve Cooperative Agreement.

Fiscal Impact: The grant is in the amount of \$8,671,513.50 and the required match is in the amount of \$8,671,513.50 and will be provided by the project partners Georgia & Florida Railway (GFRR) and Georgia-Pacific. The project has a total cost of \$17,343,027.00. The County is not providing any cash match for the project.

Budgeted Expense: Y/N The County will not be providing funding for the project.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded a grant through the Federal Railroad Administration FASTLANE Grant Program. The project scope of work includes making track and bridge improvements from the Perry, Florida Foley Cellulose Mill to Adel, Georgia. The project's funding will be provided by FRA, GFRR, LLC., and Georgia-Pacific. The County will receive Requests For Proposals for a CEI/Project Management Team at the June 18, 2019 meeting at 9:00 a.m. The County Attorney, Conrad Bishop has been working with GFRR and project stakeholders to ensure all agreements and commitments are in the best interest of Taylor County. County staff has been working closely with GFRR, Omni-Trax, FDOT, and FRA on all aspects of the project.

**Attachments: Cooperative Agreement between Taylor County and the Federal
Railroad Administration.**



U.S Department of Transportation

Federal Railroad Administration

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS

County of Taylor
201 E Green St
Perry, FL 32347-2737

2. AGREEMENT NUMBER: 69A36519500410INFFL

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 04/01/2019 TO 03/17/2021

5. FEDERAL FUNDING PERIOD: FROM 04/01/2019 TO 03/17/2021

1A. IRS/VENDOR NO. 596000879

1B. DUNS NO. 065887796

6. ACTION New

7. CFDA#: 20.934

TITLE

FEDERAL

NON-FEDERAL

TOTAL

8. PROJECT TITLE

Taylor County, Florida Competitiveness and Employment By Rail
Project

9. PREVIOUS AGREEMENTS

0.00

0.00

0.00

10. THIS AGREEMENT

8,671,513.50

8,671,513.50

17,343,027.00

11. TOTAL AGREEMENT

8,671,513.50

8,671,513.50

17,343,027.00

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

Standard Terms and Conditions, Attachment 1; Statement of Work, Attachment 2; Deliverables and Approved Project Schedule, Attachment 3; Approved Project Budget, Attachment 4; Applicable Laws and Federal Regulations, Attachment 5

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Nationally Significant Freight and Highway Projects - 23 U.S.C. 117

14. REMARKS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

16A. DATE

18. SIGNATURE OF AUTHORIZED FRA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9015000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER

FUND

BY

BPAC

AMOUNT

FR-INF-0004-19-01-00

27X8083000

2019

3120170001

8,671,513.50

AWARD ATTACHMENTS

County of Taylor

FR-INF-0004-19-01-00

1. Standard Terms and Conditions, Attachment 1
2. Statement of Work, Attachment 2
3. Project Schedule, Attachment 3
4. Approved Project Budget, Attachment 4
5. Applicable Laws and Federal Regulations, Attachment 5

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1

FASTLANE TERMS AND CONDITIONS

December 2018

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

This attachment is part of a Grant¹ Agreement and contains the standard terms and conditions (henceforth referred to as “conditions”) governing the execution of the Project and the administration of this Grant. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee, as identified on this Agreement cover sheet, agrees to comply with these conditions and all applicable Federal laws and regulations, including those outlined in this Agreement. Terms that appear frequently throughout the Agreement are defined below:

- a. **Agreement** means this Grant Agreement, including all attachments, and amendments. As used on the Agreement cover sheet: section 9 “Previous Agreements” refers to the amount of the original version of the Agreement, together with, if applicable, all amounts from amendments to the Agreement that preceded the then current amendment; section 10 “This Agreement” refers to the amount being added or subtracted with that the current amendment; and section 11 “Total Agreement” refers to the combined amounts of Section 9 “Previous Agreements” and Section 10 “This Agreement”.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted or approved by FRA or DOT.
- c. **Approved Project Budget** is on Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project. The term “Approved Project Budget” also includes “Financial Plan” as used in 2 C.F.R. § 200.308.
- d. **Approved Project Schedule** is on Attachment 3 to this Agreement.
- e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, per the organization’s internal policies, procedures, or reporting structure, except actions otherwise provided for in this Agreement, such as amendments to the terms and conditions of the Agreement.
- f. **DOT** means the United States Department of Transportation, including its operating administrations.
- g. **Effective Date** means the earlier of the federal award date and the first date of the Project Performance Period.
- h. **Federal Contribution** means amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown under “Federal” in sections 9, 10 and 11 of the

¹ The term “grant” is used throughout this document and is intended to reference funding awarded through a traditional Grant Agreement, as well as funding awarded to recipients through a Cooperative Agreement.

Agreement cover sheet.

- i. **Federal Funding Period** means the period that FRA provides funds under this Agreement as shown in section 5 of the Agreement cover sheet.
- j. **Federal Government** means the United States of America and any executive department or agency thereof.
- k. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- l. **Grantee** means the entity that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.
- m. **Non-Federal Contribution** means any amount, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source, as shown under “Non-Federal” in sections 9, 10 and 11 of the Agreement cover sheet.
- n. **Pre-Agreement Costs** has the same meaning as “pre-award costs” under 2 C.F.R. § 200.458.
- o. **Project** means the task or set of tasks set forth in the Statement of Work.
- p. **Project Performance Period** means “period of performance” as defined in 2 C.F.R. § 200.77 and described in 2 C.F.R. § 200.309 and as shown in section 4 of the Agreement cover sheet.
- q. **Statement of Work** is on Attachment 2 to this Agreement containing a detailed description of the work the Grantee will complete with awarded grant funding.
- r. **Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part hereof.

PART II. GENERAL

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is also governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOTs implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is entered into between FRA and the Grantee. FRA has primary responsibility for the administration of this Agreement, including funding disbursement to the Grantee, per the conditions contained in this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with conditions and other requirements.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA will provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. At a minimum, FRA will assign a Financial Analyst and a Grant Manager:

- a. **Financial Analyst.** At the time of award, FRA will provide the name and contact information for the Financial Analyst dedicated to this Agreement. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. **Grant Manager.** At the time of award, FRA will provide the name and contact information for the Grant Manager dedicated to this Agreement. The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- c. **Regional Manager.** At the time of award, if applicable, FRA will provide the name and contact information for the Regional Manager dedicated to this Agreement. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- d. **Contact Information.** FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in the conditions of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: John Winkle

3. Applicability of title 23, United States Code:

This grant provides funds authorized under 23 U.S.C. § 117; as such Grantee agrees to comply with the requirements in title 23, United States Code including those in Attachment 5, Applicable Federal Law and Regulations. The Federal Highway Administration will assist FRA in providing technical assistance and in its oversight and administration of this grant, including through participation in monitoring/project delivery meetings with the Grantee as applicable.

4. Grantee Responsibility and Authority:

The Grantee affirms that it had or has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

5. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out and complete the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement including the Approved Project Budget, the Statement of Work, Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

- a. **Scope.** The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. **Schedule.** The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.
- c. **Budget.** The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
 - 1) **Project Costs and Funding Contributions.** The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. If the actual Projects costs are less than the total estimated Project costs, then the Grantee may reduce the amount and percentage of Non-Federal Contribution obligated to the Project. Notwithstanding the above, funds authorized under 23 U.S.C. § 117 may not exceed 60% of the total Project costs, and Total Federal Assistance may not exceed 80% of the total Project cost, consistent with 23 U.S.C. § 117(j).
 - 2) **Non-Federal Contribution.** The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution, consistent with the Approved Project Budget and 23 U.S.C. § 117(j), and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.
 - 3) **Project Budget Detail.** The Grantee agrees to carry out the Project according to

the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.

- e. **Pre-Agreement Costs.** Grantees may request approval of Pre-Agreement costs demonstrating purpose, amounts, whether they serve as cost-sharing or matching funds, and that they were incurred after the date of selection. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R. § 200.458 and 23 C.F.R. 1.9(b).

6. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

7. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including Subrecipients, as defined in 2 C.F.R. § 200.93, or Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- (A) The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.
- (B) The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- (C) There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent

subaward or subcontract, as required.

8. Successors and Assigns:

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

9. Execution:

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

10. Changed Conditions of Performance (Including Litigation):

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

11. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

12. Right of FRA to Terminate:

The Grantee agrees that, upon written notice, FRA may suspend or terminate all or part of the financial assistance provided herein if the Grantee fails to meet the conditions and obligations specified under this Agreement, violates the terms of this Agreement, or if FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project will provide sufficient grounds for FRA to terminate this Agreement.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Grantee and concurred in by FRA before the termination date; to the extent those obligations cannot be canceled. However, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by failing to make adequate progress, failing to make reasonable use of the

Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion.

13. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the financial assistance provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200 including those in 2 C.F.R. § 200.344. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT CONDITIONS

Performance and Reporting Provisions

14. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

15. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. The Grantee must report for the periods of: January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31, for the duration of Project Performance Period. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee must complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. § 200.301.

16. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 90 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that data included in the report is accurate and consistent.

17. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must submit reports, no later than 90 days after the end of the Project Performance Period for this Agreement or FRA termination date.

18. Project Completion and Closeout:

- a. **Final Documentation.** As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 90 days after the end of the Project Performance Period for this Agreement or FRA termination date.
- b. **Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest as may be required by section 20(f) of this Attachment.

- c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete, 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed, and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.344, or by the FRA's final notification or acknowledgment.

19. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.fsrs.gov/>.

19. Recipient Integrity and Performance Matters

- a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

- b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in subsection (b)(3) of this section;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
 - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures.

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

d. Reporting Frequency.

During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions.

For purposes of this section:

- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals

proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the Federal share of the funding under any Federal award with a Grantee; and
 - The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

- a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMLA agreements, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
 - 1) Have demonstrated or certified that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by Federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
 - i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
 - ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement and 23 U.S.C. §117(j). The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized

Representative of FRA.

- 2) Have submitted to FRA all financial and progress reports required to date under this Agreement; and
 - 3) Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.
- b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System, by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.
 - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement, (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)), and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
- 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;

- 3) Be reasonable for the goods or services purchased;
 - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
 - 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
 - 6) Unless permitted otherwise by Federal statutes or regulation, conform to Federal guidelines or regulations and Federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.475.
 - 7) Be satisfactorily documented; and
 - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.
- d. Disallowed Costs. In determining the amount of disallowed costs, FRA will exclude:
- 1) Any Project costs incurred by the Grantee, activities undertaken or work performed outside of the Project Performance Period, or amendment or modification thereof (whichever is later), unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by Federal law or regulation;
 - 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
 - 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other

review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the Federal Government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

- e. **Bond Interest and Other Financing Costs.** To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. **Requirement to Remit Interest.** The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the Government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

- a. **Project Accounts.** The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303 and 200.305.
- b. **Funds Received or Made Available for the Project.** Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b)(7) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).
- c. **Documentation of Project Costs and program income.** All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.
- d. **Checks, Orders, and Vouchers.** The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

- a. **Grantee Assistance.** Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 *et seq.*, and related laws and regulations and historic preservation under the National Historic Preservation Act (NHPA), 54 U.S.C. § 300101 *et seq.*, and other related laws and regulations. In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** If this Agreement funds environmental reviews under NEPA, the Grantee may not expend any of the funds provided in this Agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed.
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision completed for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g. any commitments included in a Memorandum of Agreement executed pursuant to section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). FRA may take the appropriate corrective action upon receiving such notice, including identifying substitute mitigation measures or otherwise revising its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following conditions apply to property, equipment, and supplies funded under this Agreement:

- a. **General Federal Requirements.** The Grantee will comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations that are issued. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined by 2 C.F.R. § 200.85, in accordance with the Property Standards of 2 C.F.R. § 200.211. Notwithstanding, 2 C.F.R. § 200.313, the subrecipients of States will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. **Transfer of Project Property, Equipment or Supplies.** The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. **Withdrawn Property, Equipment or Supplies.** If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. **Encumbrance of Project Property or Equipment.** Unless expressly authorized in writing by FRA, the Grantee agrees not to:
 - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
 - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq. and U.S.DOT regulations, Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition Project.

27. Procurement:

- a. Federal Standards. The Grantee may acquire property, goods or services in connection the Project. The Grantee, if a State, will use its own procurement procedures that reflect applicable state laws and regulations, as long as the Grantee conforms to 2 C.F.R. § 200.317. A subrecipient of a State will follow such policies and procedures allowed by the State when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. If an entity is not a State or a subrecipient of a State, it will comply with 2 C.F.R. §§ 200.318 – 200.326, and applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. Cargo Preference — Pursuant to U.S. DOT, Maritime Administration regulations, 46 C.F.R. Part 381
 - 1) Use of United States-flag vessels:
 - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
 - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- 2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:

- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and
- 2) express said amount as a percentage of the total costs of the planned acquisition.

- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

- e. Reserved.

28. Rights in Intangible Property:

- a. **Title to Intangible Property.** Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. **Copyright.** The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- c. **Patents.** The following provisions will apply to patents under this Agreement:
 - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
 - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.
- d. **Research Data.** For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and
 - 2) Authorize others to receive reproduce, publish, or otherwise use such data for Federal Government purposes.
- e. **Freedom of Information Act (FOIA).** Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the Grantee for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

- a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
 - 2) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
 - 3) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the three-year period, records must be retained until completion of the action and resolution of issues or the end of the three-year period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

32. Audit and Inspection.

- a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary

and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on the premises of the Grantee or subrecipient under this Agreement, the Grantee will provide, and will require its subrecipients to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.

Other Legislative and Regulatory Provisions

37. Reserved.

38. Ethics:

- a. **Standards of Conduct.** The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.
 - 1) **Personal Conflict of Interest.** The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 2) **Organizational Conflicts of Interest.** The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- b. **Existing Codes or Standards.** This section does not require the Grantee to implement a new code or standards of conduct where a State statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Public Health Service Act of 1912 (42 U.S.C. §§ 290dd through 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the Grantee.

40. Americans With Disabilities Act:

The Grantee agrees to use funds provided under this Agreement in a manner consistent with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

41. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

42. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

43. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a State that already has enacted legislation regarding texting while driving, that State’s law controls and the requirements of this section will not apply to or be a part of this Agreement.

PART IV. GOVERNING LAWS AND REGULATIONS

44. Governing Laws and Regulations:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Attachment, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT’s implementing regulations at 2 C.F.R. part 1201.
- b. Application of Federal, State, and Local Laws and Regulations.
 - 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this

Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Grantee agrees to include in all subawards and contracts financed with FRA assistance under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

- 2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable State or territorial law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project as soon as possible.
- c. Environmental Protection. The Grantee will ensure that all work conducted under this Agreement complies with applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to, the National Environmental Policy Act (NEPA) (42 U.S.C. 4332)(NEPA) and its implementing regulations (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) and 23 C.F.R. Parts 771 and 774 as deemed applicable to the Project by FRA, section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. 300101 et seq.) and its implementing regulations (36 C.F.R. Part 800), Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), section 114 of the Clean Air Act (42 U.S.C. 7414), and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).
- d. Fixing America's Surface Transportation Act, section 1105 (23 U.S.C. § 117).

Attachment 2

STATEMENT OF WORK

Taylor County, Florida

Taylor County, Florida Competitiveness and Employment by Rail Project

**Nationally Significant Freight and Highway Projects (FASTLANE Grants) program for
Fiscal Year 2017**

1.0 AUTHORITY

Authorization	Nationally Significant Freight and Highway Projects (NSFHP) program, FAST Act, Section 1105, Public Law 114-94/23 U.S.C. 117
Funding Authority/Appropriation	Contract authority, FAST Act, Section 1101(a)(5)(B), Public Law 114-94
Notice of Funding Opportunity (NOFO)	Notice of Funding Opportunity for the Department of Transportation's Nationally Significant Freight and Highway Projects (FASTLANE Grants) for Fiscal Year 2017, 81 FR 76688 (November 3, 2016).

2.0 BACKGROUND

This Agreement between the Federal Railroad Administration (FRA) and Taylor County, Florida (Grantee) provides \$8,671,513.50, which, when combined with \$8,671,513.50 in matching funds, will fund the final design and construction of approximately 81 miles worth of track and bridge improvements between Foley, Florida and Adel, Georgia, raising the class of track to Class 2 (Project). With these improvements, the Georgia & Florida Railway (GFRR) will be able to haul 286,000 lb. rail cars at 25 miles per hour (mph).

Current GFRR speeds are limited to only 10 mph at FRA excepted status. This inefficient operation places the County at a competitive disadvantage. GFRR's biggest customer is the Foley Cellulose Mill. The mill provides 20% of the County's gross domestic product. The viability of the mill is threatened by the inadequate rail service, which is vital to move commodities like pulp, chemicals, and wood chips. Without rail repairs and upgrades, the future economic outlook of the mill—and the 600 skilled workers that this mill employs—will suffer in a competitive international market.

All necessary National Environmental Protection Agency (NEPA) requirements have been completed. A Categorical Exclusion (CE) for the Project was approved by FRA on October 22, 2018.

3.0 GENERAL OBJECTIVE

The objective of the Project is to provide adequate freight rail service to customers along the Adel-Foley line. The GFRR cannot provide adequate freight rail service along the 81 miles of line between Adel, GA and the Foley Cellulose Mill because train speeds are limited to 10 mph. The current track conditions require a two-day round trip from Adel to Foley, which increases costs and limits asset productivity. This, in turn, prompts car owners to limit equipment availability. As a result, freight moves by truck instead of rail.

The Project will make track and bridge improvements over approximately 81 miles on the GFRR line between Foley, FL and Adel, GA, raising the class of track to Class 2. Once complete, the GFRR will be able to haul 286,000 lb. rail cars at speeds up to 25 mph, which will allow one train crew to complete the run from Adel to Foley and back in one shift without exceeding the federal hours of service limits and provide for expedited return of rail cars.

The Grantee will complete the following improvements:

- Replace approximately 114,900 railroad ties;
- Replace approximately 10,500 linear feet of rail;
- Add approximately 11,500 tons of ballast;
- Repairs to 15 bridges;
- Replace in-kind 125 existing highway-grade crossing surfaces, retime 19 highway-grade crossing track circuits for FRA Class 2 train speeds, and update signage to comply with federal requirements. These numbers are not additive. There are 116 crossings receiving only in-kind surface replacement, 9 crossings receiving both in-kind surface replacement and retiming of signals, and 10 crossings receiving only retiming of signals.

4.0 PROJECT LOCATION

The Project will take place entirely within the existing right-of-way of the GFRR between Adel, GA and the end of the line at the Foley Cellulose Mill in Foley, FL. A map of this alignment is shown in Figure 1.

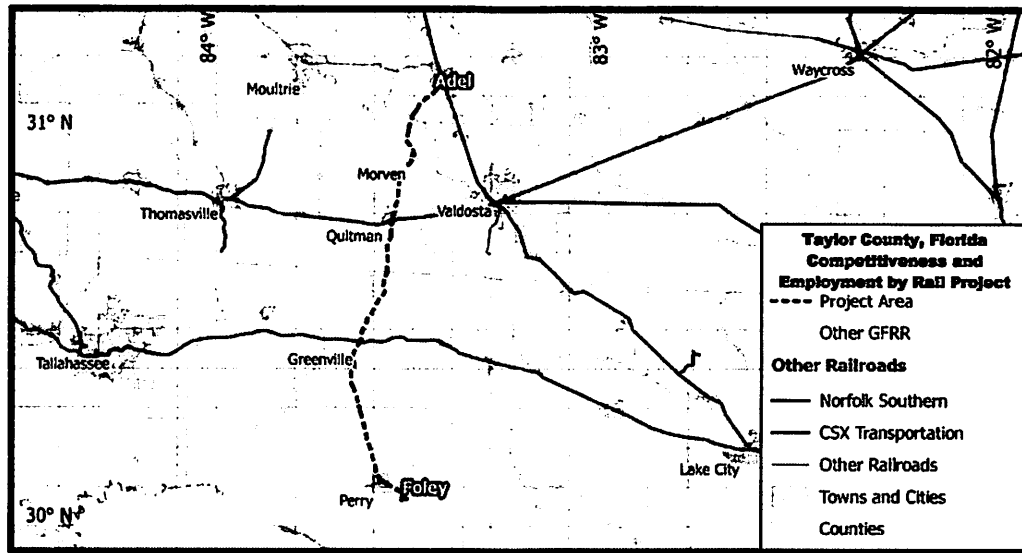


Figure 1 - Georgia & Florida Railway Alignment

The Project follows the GFRR right-of-way from the Norfolk Southern connection in Adel to the GP Foley Cellulose facility in Foley, FL. The Project runs along the GFRR right-of-way by reference to mileposts (MP) along GFRR, starting at the northern end at Adel at MP 1.0 and ending at the Foley Cellulose Mill outside Perry, FL at approximately MP 82 (Foley). The Project is located entirely in rural areas.

5.0 DESCRIPTION OF WORK

Task 1: Pre-Construction Activities

Task 1.1: Detailed Project Work Plan, Schedule and Budget

The Grantee will prepare a Detailed Project Work Plan (PWP) for the Project. The PWP will describe the activities and steps necessary to complete the tasks outlined in this Statement of Work (SOW). The PWP describes, in detail, the steps to be taken to implement the Project and provides an updated budget and schedule to match the scope of work outlined in this SOW. The schedule should include timeframes for completing major processes, reaching milestones, and finalizing work products/deliverables within each task. The budget will utilize the FRA's Cost Estimating Guidance.¹ As the Project progresses, the Grantee will update the initial PWP as new and more-accurate data related to budget, schedule, and financing become available. The Grantee will submit the PWP, including the Project budget and schedule, to the FRA for review and approval prior to start of construction.

¹ <https://www.fra.dot.gov/Page/P0926>

Task 1.2: Project Management Plan

The Grantee will prepare a Project Management Plan (PMP). A PMP is the Grantee's overarching project implementation plan that spans the entire period of the project. It will describe the Grantee's approved policies, practices, and procedures related to the management, design, and construction of the Project. The PMP will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), and will also address quality assurance, quality control procedures, and discuss possible project risks, and risk mitigation. As the Project progresses, the Grantee will update the initial PMP as new and improved procedures are implemented. The Grantee will submit the PMP to FRA for review and approval prior to start of construction.

The Grantee will identify in the PMP any required stakeholder agreements, and other critical third party agreements related to engineering, environmental, or construction activities in the PMP. Similarly, agreements governing the maintenance of the Project will also be included. The Grantee will transmit final, executed copies of any agreements to FRA. The Grantee has identified the following agreements necessary to support the construction activities of the Project:

- Agreement between Taylor County and GFRR to:
 - Incorporate requirements in agreements between FRA and Taylor County to make the requirements applicable to GFRR;
 - Require expenditures of private match and project funding in advance of Federal reimbursements;
 - Require maintenance of the project railway line to FRA Class 2 track standards.
- Project cost estimate (detailed and itemized utilizing FRA Capital Cost Estimating Guidance and Standard Cost Categories², as applicable) also showing also any salvage value of removed items; and,
- Project schedule.

Task 1.3: Environmental Review

The Grantee will submit documentation to the FRA demonstrating that the Project is eligible for an FRA categorical exclusion. FRA completed a categorical exclusion worksheet, finalizing the National Environmental Policy Act process, on October 22, 2018.

² <https://www.fra.dot.gov/Page/P0926>

Task 1.4: Preliminary and Final Engineering Design (1.4.a and 1.4.b respectively)

The Grantee will prepare and submit a Preliminary Engineering (PE) Planset to FRA Engineering for review and approval. For a State-of-Good Repair (SOGR) project like this, FRA Engineering will require a railroad track chart showing the locations and limits of proposed improvements. If the replacement is not in-kind, scaled plans, appropriate and preferably enlarged to show details of existing condition and proposed improvements including location of existing and proposed signals (if appropriate), existing and proposed right-of-way lines, existing and proposed utilities, etc., will also be required as part of the submittal. PE Planset will include the following:

- A plan coversheet containing all stakeholder signatures;
- Track chart showing improvement locations and/or limits;
- Design Specifications;
- Scaled plan as appropriate;
- A title sheet with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations;
- Utility relocation plans (if required);
- Right-of-way plans (if required);
- Roadway design plans to Federal, State and local standards (where applicable);
- Structural design and signed plansheets for the proposed bridge repairs and/or any temporary structure required for staged construction (if needed) for bridge repairs and/or proposed track improvement work;
- Maintenance and Protection Plans for vehicular traffic plans (also called Traffic Management Plan) if required for affected and surrounding streets impacted by the Project (where grade crossing improvement work is proposed) Maintenance of railroad traffic during proposed construction (Staging plans);
- Engineer's cost estimate (based on FRA's Standard Cost Category, SCC) and construction schedule. FRA's Cost Estimating Guidance and SCC available in the following link:

<https://www.fra.dot.gov/eLib/details/L16055>

After FRA's approval of the PE Planset, Grantee will proceed with the Final Design. After completion of Final Design, Grantee will also submit Final Engineering Design ("FD") to the FRA for review, comment and acceptance. The FD Set will be updated as required to reflect the final design modifications and/or any change in quantities since the PE stage. A Final Project Cost Estimate and updated Project Schedule will also be submitted as part of this submittal (format is the same as PE). The PE Planset and FD Set will be consistent with the Environmental documents submitted to and approved by FRA.

Task 1.5: Grade Crossing Diagnostic Safety Review

The Grantee is responsible for providing a preexisting conditions memorandum to a team of stakeholders from (but not limited to) the railroad, the FRA including the Region 3 Grade Crossing Inspector, Florida DOT's District Railroad Coordinator, and others responsible for the safety of railroad grade crossings. The memorandum will include: FRA grade crossing number, location, a description of warnings currently installed, and a description of warning changes to be made by the project. Examples of potential safety enhancements are replacement of existing railroad crossbuck (R15-1) signs to current the Manual of Uniform Traffic Control Devices (MUTCD) standards under Figure 8B-2, the installation of the Look (R15-8) sign where appropriate, enhance traffic signal pre-emption and railroad signal circuitry where appropriate, update advanced railroad warning signage with applicable pavement markings, and mitigating or eliminating humped-profile surfaces.

The Grantee will submit a final memo to FRA on the grade crossing safety enhancements necessary to meet MUTCD requirements as agreed upon by the entire diagnostic team.

Task 1 Deliverables

- 1.1 Project Work Plan, Schedule, and Budget
- 1.2 Project Management Plan
- 1.2 Project Agreement(s)
- 1.3 Final NEPA documentation³
- 1.4.a PE Planset
- 1.4.b Final Engineering Design
- 1.5 Diagnostic Team Assessment Report

Task 2: Construction

The Grantee will complete the construction of the Project in accordance with the FRA-approved environmental documents and the FD Set accepted by FRA under Task 1. The Grantee is responsible for ensuring that any and all mitigation commitments identified in the FRA-approved final NEPA documentation (Task 1.3) are implemented during construction.

³ FRA signed a CE worksheet on October 22, 2018.

The Grantee shall ensure that all pre-construction requirements identified in Task 1 are met prior to issuing notice to proceed to any construction contractor to begin construction under this Agreement.

The Grantee will provide FRA written confirmation that construction has commenced and confirmation that construction is complete.

Completion of Work Elements 1 through 5 will allow GFRR to raise the class of track to FRA Class 2. Other than the bridge work (Work Element #4), these work elements will be completed by a track gang working along the line, nearly simultaneously. This will provide opportunity for project managers to review the work quality of the track gang in the process as the work progresses and enforce immediate corrective actions, if necessary.

The Work Elements and their sub-elements are summarized in Table 1 and described in the narrative below.

Table 1 - Work Elements			
Work Element	Description	Approximate Quantity ⁺	Location (Mile Posts)*
1	Replace Railroad Ties	109,526	1.0 to 82
2	Replacing Rail	10,500 Lineal Feet	1.0 to 82
3	Roadbed Upgrades (Ballast)	11,500 Tons	1.0 to 82
4	Bridge Repairs	15 Locations	Table 2
5	Rail-Highway Grade Crossing Work	135 Locations	Tables 3 and 4
⁺ Quantities Approximate (for Work Elements 1-3) [*] Mile posts are measured starting at the northern end of the line at Adel, GA at Mile Post 1.0 and ending at the Foley Cellulose Mill outside Perry, FL at approximately Mile Post 82 (Foley)			

The Grantee will complete the following work elements as part of this Task:

Work Element 1: Installation of New Ties

The Grantee will install approximately 109,526 new ties along 81 miles of track. Tie inserters will remove old ties, and will insert new ties in their place. Equipment designed for the task will ride on the rail, remove spikes and tie plates that fasten rail to the ties, remove the old tie, and insert a new tie. A spiker

will spike the rail to the new tie. Old ties will be collected and disposed of at the end of the project in accordance with state and federal regulations.

GFRR engineers have identified the rate of tie replacement required to maintain Class 2 operations. In the first 27 miles of track, approximately 1,500 ties per mile will be required. On the remainder of the route the average number of ties replaced per mile is approximately 1,300.

Work Element 2: Replacing Rail

The Grantee will replace approximately 10,500 linear feet of existing 100# rail with new 100# rail. Sections of rail will be replaced along turnouts, through rail-highway grade crossings, and at other locations where the rail is worn or defective.

As part of this work element, the Grantee will also make repairs to problematic rail joints and rehabilitate turnouts to ensure compliance to FRA standards for the increased train speeds.

Work Element 3: Roadbed Upgrades

The Grantee will add approximately 11,500 tons of rock ballast to the roadbed of the GFRR. Ballast will first be dumped, then tampers will force the ballast under the ties to ensure good drainage as required by FRA requirements. The track geometry will be laser corrected. The ballast will be repositioned by specialized regulator machines. The Grantee anticipates that, on average, 140 tons will be required for each mile of track. Additional work shall include drainage improvements and cleanup as well as brush and vegetation control.

Work Element 4: Bridge Repairs

Bridge repairs and upgrading of bridges will be done by more specialized labor working independently of the main track gang. Rail service will be maintained along the line while work proceeds. Contractors and GFRR will coordinate work schedules to ensure safe operations and timely completion of work, while minimizing customer impacts. GFRR has agreed to this plan. Work to be performed on the bridges include: replacement of bridge deck ties, replacement or repair of pile, caps and other additional work to the substructure as required to achieve the project goals. Bridge work will not disturb waterways. The Planned Bridge Work is detailed in Table 2.

Table 2 - Planned Bridge Repair Work		
Bridge Mile Post	Description of Work	Scaled plans and PE required?
1.80	Repair Approximately 4 Piles	

Table 2 - Planned Bridge Repair Work		
Bridge Mile Post	Description of Work	Scaled plans and PE required?
7.70	Replace Approximately 649 Bridge Deck Ties and Guard Timber Repair Approximately 14 Piles Replace Sway Brace	All appropriate engineering plans and documents required for the proposed bridge repair work shall conform to 49 CFR Part 237.
8.20	Frame/Reframe Two Bents Repost Approximately 4 Posts Shim Several Piles Replace Headwall	
8.90	Frame Bent Replace Approximately 14 Deck Ties Shim Several Piles	
23.80	Replace Headwall Shim Posts	
25.30	Replace Headwall Install Sway Bracing on Approximately 4 Bents Install Wingwalls Post Approximately 4 Piles Repin Several Caps Shim Several Piles	
28.00	Install Wingwall	
47.50	Replace Blocking Shim Several Piles	
48.70	Replace Approximately 20 Deck Ties and Guard Timber	
56.70	Install Subcap On Approximately 2 Bents Replace Headwall Repair Headwall Shim Several Posts	

Table 2 - Planned Bridge Repair Work		
Bridge Mile Post	Description of Work	Scaled plans and PE required?
58.70	Install Approximately 49 Deck Ties and Guard Timber Post Approximately 2 Piles Shim Multiple Posts	All appropriate engineering plans and documents required for the proposed bridge repair work shall conform to 49 CFR Part 237.
60.80	Replace Approximately 40 Deck Ties and Guard Timber Replace Headwall	
64.30	Repair Approximately 2 Piles	
65.40	Shim Approximately 1 Pile	
76.30	Install Wingwall Replace Approximately 24 Deck Ties and Guard timbers Shim Several Piles	

Work Element 5: Rail-Highway Crossings: Replace Active Warning Devices and Resurface

The Grantee will review the active warning systems at rail-highway grade crossings to ensure that the track circuitry is sufficient to account for the increase in track speeds. Grade crossing improvements will also include 5,374 ties within crossing areas, other track materials for crossing ties, ballast and ballast distribution within crossing areas, and surfacing of crossing approaches. Table 3 details the rail-highway grade crossings that will be reviewed, and required adjustments that will be made, for Class 2 (25 MPH) train speeds.

Table 3 - Rail-Highway Crossings: Retiming Active Warning Devices					
Mile Post	Roadway	DOT #	Mile Post	Roadway	DOT #
5.02	Quitman Hwy. / SR 76	723306C	50.97	US 90 / SR 10	713511F
6.34	Greggs Rd / CR 8	723304N	53.31	CR 150	713501A

Table 3 - Rail-Highway Crossings: Retiming Active Warning Devices					
Mile Post	Roadway	DOT #	Mile Post	Roadway	DOT #
10.87	Hahira Hwy. / SR 122	723511H	72.88	Pisgan Rd / SR 361	713468C
15.55	Moultrie Hwy. /SR 133	723501C	74.25	Wright St / CR 359	713467V
16.34	Coffee Rd. / CR 279	723497P	75.99	Ash St / CR 356	713465G
26.50	East Courtland Ave/SR 76	723484N	77.19	Jefferson St / SR 55	713405X
29.73	Madison Hwy/SR 333	723472U	77.24	Washington St	713404R
30.33	Johnson Short Rd	723471M	77.36	S Center St	713403J
38.99	CR 146	713522T	78.78	Buckeye Nursery Rd / CR 252	713395U
48.55	SR 140	713516P			

GFRR crosses CSX at an at-grade interlocking in Greenville, FL. The approaches to that interlocking will be placed and remain in the employees operating timetable or bulletin order with a Permanent Speed Restriction (PSR) of 10 mph maximum authorized speed.

All installation of pavement markings and signs will be consistent with the Manual of Uniform Traffic Control Devices (MUTCD). This will include (but not limited to) all railroad grade crossing pavement markings and advanced warning signs. The Emergency Notification System (ENS) information must be attached to each mast assembly as set forth under 49 CFR 234 subpart E.

The Grantee will also restore grade crossings necessary to meet the requirements for FRA Class 2 for the track structure itself. These crossings are detailed in Table 3. As a result of this work, new grade crossing surfaces will be installed at all private and a majority of the public grade crossings. This work will be necessary to meet both the FRA requirements for Class 2 Track (25 MPH) for the track structure, and meet the applicable Federal, State and local requirements for roadway surfaces. Generally, the crossings will receive new ties, rail, crossing surface, and approaches. At a minimum, the crossing surfaces will be replaced and approaches restored. This work will be coordinated with the appropriate roadway authorities for managing traffic control. Locations listed in both Tables 3 and 4 with humped profiles that exceed the American Railway Engineering and Maintenance-of-Way Association (AREMA) and the American Association of State Highway and Transportation Officials (AASHTO) design standards will be smoothed out and leveled to prevent vehicles or trailers low to the ground from becoming stuck on the crossing surface.

If the crossing profile cannot be constructed in a manner that complies with the design standards described above, a Low Ground Clearance Grade Crossing (W10-5) warning sign and a LOW GROUND

CLEARANCE (W10-5P) supplemental plaque should be installed for each direction of travel to warn drivers of long wheelbase vehicles or drivers of vehicles that have a low ground clearance that they might encounter a hang-up situation when using the crossing.

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
1.16	Cook Road	723322L
1.47	Industrial Pkwy	723320X
1.97	PVT	723319D
2.10	PVT	723318W
2.39	Tillman Rd	723317P
2.79	PVT	723316H
3.03	PVT	723315B
3.13	PVT	723314U
3.54	PVT	723313M
3.83	PVT	723312F
3.89	PVT	723311Y
4.12	PVT	723310S
4.39	CR 16/Pine Valley	723309X
4.71	Old Union Rd	723308R
4.97	PVT	723307J
5.88	Shiflett Rd	723305V
6.99	Elsie James	723514D
7.47	PVT	723513W
8.53	PVT	723512P
11.15	1st Ave/Strickand Rd	723509G

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
11.37	PVT	723507T
11.62	PVT	723508A
12.52	Williams Rd	723506L
13.53	PVT	723505E
14.19	PVT	723504X
14.41	Jackson Road / Old Coffee Rd	723503R
15.45	5th Ave	723502J
15.69	Gin Rd	723500V
15.73	Gordon Rd	723499D
15.78	Main St	723498W
17.21	Scruggs Rd	723496H
17.89	Clower Rd	723495B
18.54	Cotton Field	723494U
19.27	Hendry Ln/LN 233	723493M
19.71	Rolling Hills Rd	723492F
21.76	Spain Rd	723490S
22.81	Fodie Rd	723489X
23.60	PVT	723487J
24.30	Duncan Rd	723486C

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
26.26	Veg. Patch	723485V
26.50	East Courtland Ave/SR 76	723484N
26.80	Oglesby Ave	723483G
27.32	E Barstow	723482A
27.45	Gordon St	723481T
27.53	E Lafayette	723480T
27.84	E Johnson	723475P
28.19	E Chapel St	723474H
29.17	Fritzke Dr	723473B
30.33	Johnson Short Rd	723471H
30.55	Tree Farm	723470F
31.56	Empress Rd	723469L
32.80	Baden Rd	723466R
34.53	PVT	RETIRE
34.81	Stanley Rd	723465J
35.14	PVT	723464C
35.51	PVT	723463V
35.92	Empress Rd	723462N
41.33	Providence Pine	713521L
43.78	NW Baily Rd / CR 241	713520E
44.73	PVT	904824Y
46.14	Dewnnet Pond Way	713519K

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
49.37	PVT	713514H
49.65	Florida Plywood	713514B
50.66	Haffye Rd	713513U
51.05	Grand St	713510Y
51.49	Ray Charles Ave/Western St	713508X
51.74	Huggins St	713507R
51.99	Oslo Trail	713506J
52.03	PVT	713505C
52.56	PVT	713504V
53.21	PVT	713502G
54.12	PVT	713499B
55.93	CR 329	713498U
57.31	PVT	713497M
57.85	CR 329	713496F
58.07	PVT	Pending
59.11	CR 3010	713495Y
59.20	PVT	Pending
59.99	PVT	713492D
60.12	PVT	713491W
63.06	PVT	713489V
63.53	AG Shefffield	713488N
64.07	CR 14	713487G

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
64.41	PVT	713486A
64.65	Shady Grove Schoolhouse	713485T
64.77	PVT	713484L
65.24	Mcleod Dr	713483E
66.02	PVT	713482X
66.28	Preston Sheffield	713481R
66.39	PVT	713480J
66.56	Henderson Rd	713479P
66.77	Sessions	713478H
66.84	PVT	713477B
67.13	Johnnie Pickles	713476U
67.86	PVT	713474F
70.50	PVT	713473Y
71.01	Boyd Rd	713471K
71.79	Cairo Parker	713470D
72.35	Shiloh Church	713469J
72.89	Pisgah Rd	713468C
73.99	T.W. Wilson	904819C
74.25	Wright St	713467V
75.99	Ash St	713465G
76.48	Julia St	713464A
76.64	Wilcox St	713463T

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
76.65	FLA Power	713462L
76.78	Leon St	713460X
76.85	Bay St	713459D
76.91	Main St	713458W
76.98	Green St	713457P
77.04	Drew St	713456H
77.19	Jefferson St	713405X
77.24	Washington St	713404R
77.36	Center St	713403J
77.68	Hendry	713400N
78.20	Bishop Blvd	713398P
78.43	Springhill Rd	713396B
78.78	Buckeye Nursery	713395U
79.19	PVT	713393F
79.83	PVT	713392Y
80.20	PVT	713390K
80.53	Weldon Poppel Rd	713389R
80.63	PVT	713388J
80.75	Connel Rd	713435P
81.05	Roberts Lumber	713437D

Task 2 Deliverables

- Construction commencement confirmation
- Construction completion confirmation
- Railroad grade crossing circuit plans

Task 3: Project Management and Project Closeout

The Grantee will manage and closeout the project by way of detailed understanding of the project PWP, PMP, FRA's Environmental Document/Decision, PE and FD, and other applicable deliverables from Task 1 to ensure the project goals are reached throughout the remaining phases of the project. Project management tasks will be overseen by a project management firm. The project management firm shall also have a clear understanding of the scope, goals, and requirements for reporting and contracting. Project management firm will report to the grantee.

The project management firm will coordinate on-site day-to-day activities of contractors, suppliers, and outside stakeholders as it relates to the performance of the work. The project management firm will perform quantity and quality control as it relates to the work and determine the track's fitness for operations immediately following construction activities. The project Management firm will chair/attend various meetings with project stakeholders, and will ensure preparation and distribution and recordkeeping of meeting minutes and project files.

The project management firm will perform the close-out process for the Project. This process includes making the final quality and quantity checks on the Contractor's work, collecting and checking final documentation, and making final payment. The Grantee will submit a Final Performance Report, along with other final reports as required under this Agreement, to the FRA within 90 days of the Period of Performance end date. The Final Performance Report should describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones, overall budget/financial status, benefits obtained from the grant, and service outcomes.

Prior to project close-out, the Grantee and the GFRR must update and complete the U.S. DOT Grade Crossing Inventory Form to reflect any additional signage installed as a result of this project.

Task 3 Deliverables

- Final Performance Report
- Updated U.S. DOT Grade Crossing Inventory Form

6.0 PROJECT COORDINATION

The Grantee will perform all tasks required for the Project through a coordinated process, including all railroad owners, operators, and funding partners:

- Rail owner – OmniTRAX, Inc. (owns GFFR)
- Rail operators - GFFR
- Funding Partners – FRA, GFFR

7.0 PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress throughout the period of performance. The Grantee will:

- Participate in a project kickoff meeting with FRA;
- Complete necessary steps to hire a qualified consultants and contractors to perform required Project work;
- Conduct a grade crossing diagnostic review with all stakeholders involved; including FRA, FDOT and local DOT's, GFFR, etc.
- Hold regularly scheduled Project meetings with FRA;
- Inspect and approve work as it is completed;
- Review and approve invoices as appropriate for completed work;
- Perform Project close-out audit to ensure contractual compliance and issue closeout report;
- Submit all required Project deliverables to FRA;
- Coordinate with FDOT officials and GFFR to update USDOT's National Highway-Rail Crossing Inventory Form (new requirement as of March 2015). For more guidance, click on this link to access FRA's Guide for Preparing USDOT Crossing Inventory Forms (revised July 2016): <https://www.fra.dot.gov/eLib/Details/L16201>
- Comply with all FRA Project reporting requirements; and
- Provide FRA with the following information during the regularly scheduled Project meetings:
 - Summary of work accomplished and/or underway during previous project period
 - Status of Project by task breakdown and percent complete;
 - Changes and reason for change in Project's scope, schedule and/or budget;
 - Description of any Project issues, concerns, or identified risks and any proposed action plans or resolution since the immediately preceding progress report;
 - Summary of work scheduled for the next progress period;
 - Status of upcoming FRA deliverables; and
 - Updated Project schedule.

Attachment 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

Taylor County, Florida

Taylor County, Florida Competitiveness and Employment by Rail Project

I. DELIVERABLES AND APPROVED PROJECT SCHEDULE

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Deliverables

<u>Task #</u>	<u>Deliverable Name</u>	<u>Due Date</u>
1.1	Detailed Project Work Plan, Schedule and Budget	05/01/2019
1.2	Project Management Plan	05/30/2019
1.2	Stakeholder Agreements	05/30/2019
1.3	Final NEPA Documentation	10/31/2018
1.4.a	Preliminary Engineering Planset	06/29/2019
1.4.b	Final Engineering Design Set	09/27/2019
1.5	Diagnostic Team Assessment Report	06/29/2019
2	Construction Commencement Confirmation	01/20/2020
2	Railroad Grade Crossing Circuit Plans	
3	Construction Completion Confirmation	12/17/2021
3	Updated U.S. DOT Grade Crossing Inventory Form	
3	Final Performance Report	03/17/2021

Attachment 3

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 5(b) of Attachment 1.

Approved Project Schedule

Task Name	Due Date
Pre-Construction Activities	01/02/2020
Construction	12/17/2020
Project Management and Project Closeout	03/17/2021

Attachment 4

APPROVED PROJECT BUDGET

Taylor County, Florida

Taylor County, Florida Competitiveness and Employment by Rail Project

I. APPROVED PROJECT BUDGET

The total estimated cost of the Project is \$17,343,027, for which the FRA grant will contribute funds consistent with Section 5(c) of Attachment 1 to this Agreement. Any additional expense required beyond that provided in this grant to complete the Project will be borne by the Grantee.

Use of Limited Freight Funds. The Grantee acknowledges that the Government selected the Project for award with the expectation that no more than \$8,671,513.50 of the award would be subject to the limitation at 23 U.S.C. § 117(d)(2). The Grantee will not request reimbursements that are subject to the limitation at 23 U.S.C. § 117(d)(2) and, in aggregate, exceed \$8,671,513.50.

Attachment 4

Project Budget by Task

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
2	Grade Crossing in-kind replacement	\$2,227,788	\$0	\$2,227,788
2	Bridge repairs	\$296,602	\$399,148	\$695,750
2	Tie replacement	\$4,855,529	\$6,534,230	\$11,389,759
2	Ballast and roadbed	\$157,333	\$211,724	\$369,057
2	Rail replacement, joint welding, and turnout work	\$405,713	\$545,981	\$951,694
2	Surface, alignment, dressing	\$229,879	\$309,356	\$539,235
1,3	Project management/Professional Services	\$58,519	\$78,751	\$137,270
2	Site Preparation	\$154,323	\$207,677	\$362,000
	Contingencies	\$285,827.50	\$384,646.50	\$670,474
Total Project Cost		\$8,671,513.50	\$8,671,513.50	\$17,343,027

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will allocate expenditures, by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Attachment 4

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$8,671,513.50	50%
Non-Federal Contribution (Combined amounts of Grantee match and other Federal sources)	\$8,671,513.50	50%
Total Project Cost	\$17,343,027	100%

Costs for completing the Project in excess of the amounts set forth in this section are the responsibility of the Grantee.¹

¹ A budget breakdown by OMB Cost Categories will be included in the Detailed Project Work Plan.

Attachment 5

APPLICABLE FEDERAL LAWS AND REGULATIONS

The Grantee is required to comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to an application, acceptance, and use of funds under this grant which may include, but are not limited to, those in Attachment 1 and those listed below. In the event of a conflict between the provisions identified in this Attachment 5 and any clause in Attachment 1, the provisions of this Attachment 5 will govern.

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501 et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended 42 U.S.C 7401 et. seq.
- i. Section 404 of the Clean Water Act, as amended 33 U.S.C. §§ 1251, et seq.
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
- k. Coastal Zone Management Act, P.L. 92-583, as amended.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151, et seq.

Attachment 5

- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- y. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d *et seq.*
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 -1104 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ff. Freedom of Information Act - 5 U.S.C. § 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
- hh. Farmlands Protection Policy Act of 1981 – 7 § U.S.C. 4201
- ii. Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661
- kk. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. § 401
- ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- mm. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. §§ 6901, et seq.
- nn. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601-9657

Attachment 5

oo. Safe Drinking Water Act -- 42 U.S.C. §§ 300F-300J-6

pp. Wilderness Act -- 16 U.S.C. §§ 1131-1136

qq. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. § 6901, et seq.

rr. Migratory Bird Treaty Act 16 U.S.C. § 703, et seq.

ss. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)

tt. Cargo Preference Act of 1954 – 46 U.S.C. § 55305

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11988 - Floodplain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12549 - Debarment and Suspension

f. Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

g. Executive Order 13166 - Improving Access to Services for Persons With Limited English Proficiency

h. Executive Order 13788- Buy American and Hire American

Attachment 5

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Part 200
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30
- p. Government wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38

Attachment 5

r. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40

s. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 as applicable

Office of Management and Budget Circulars

a. 2 C.F.R. 1201

b. Any applicable OMB Circular

Highway Federal Legislation

a. Highways – Title 23, U.S.C.

b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. § 541, et seq)) - 40 U.S.C. §§ 1101-1104; 23 U.S.C. § 112(b)(2)

c. Letting of Contracts – 23 U.S.C. § 112

d. Highway Design and Construction Standards, 23 U.S.C. § 109

e. Prevailing Rate of Wage, 23 U.S.C. 113

f. Planning, 23 U.S.C. §§ 134 and 135

g. Tolls, 23 U.S.C. § 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past)

h. Size, Weight, and Length Limitations - 23 U.S.C. § 127, 49 U.S.C. § 31101 et seq.

i. Buy America– 23 U.S.C. § 313 (see https://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

j. Nondiscrimination – 23 U.S.C. § 140

Attachment 5

Highway Federal Regulations

- a. Highways – Title 23, C.F.R.
- b. Planning 23 C.F.R. Part 450
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- f. Construction and Maintenance – 23 C.F.R. Part 635
- g. Procedures for Abatement of Highway Traffic and Construction Noise -- 23 C.F.R. Part 772
- h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- i. Required Contract Provisions – 23. C.F.R. Part 633 (Form 1273)
- j. External Programs – 23 C.F.R. Part 230.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider re-appointment of two members to the Taylor County Planning Board

MEETING DATE REQUESTED:

May 21, 2019

Statement of Issue: Re-appoint two Planning Board members.

Recommendation: Re-appoint two members to the Planning Board for a three (3) year term from 5/17/19 to 5/17/22.

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms for Michael Lynn, Donnie Pickford and Earl Ketring expired on May 17, 2019. Michael Lynn stated that he does not desire to be reappointed. Donnie Pickford and Earl Ketring both agreed to be reappointed. Staff ran a notice 2 times in the non-legal section of the local newspaper and posted request for applications in the Administrative Complex lobby and on the county website. As of the date this agenda item was prepared staff had not received any applications.

Staff respectfully requests that the County Commission re-appoint Donnie Pickford and Earl Ketring for 3 year terms expiring on May 17, 2022

Options:

1. Re-appoint 2 members to the Planning Board.
2. Choose not to re-appoint members.

Attachments:

1. Copy of advertisement.

Taylor County
Is accepting applications for a

PLANNING BOARD MEMBER

This is a volunteer position that meets on the first Thursday of every month, as needed, at 5:00 P.M. to discuss comprehensive planning, land development issues, variances, subdivisions, commercial developments, etc.

For more information or to get an application
call 838-3500 *Extension 1*

Ask for Eddie Cullaro

or come by the

Taylor County Building & Planning Department
located at 201 East Green Street

or visit www.taylorcountygov.com

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, May 14, 2019 10:24 AM
To: Marsha Durden
Subject: FW: PB appointment agenda item

Please include with the PB agenda item.

From: Danny Griner
Sent: Tuesday, May 14, 2019 10:03 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: RE: PB appointment agenda item

PLANNING BOARD	EXPIRES	BOARD
MICHAEL LYNN	5/17/2019	PLANNING BOARD
EARL KETRING	5/17/2019	PLANNING BOARD
DONNIE PIGFORD	5/17/2019	PLANNING BOARD
DALE ROWELL	5/17/2020	PLANNING BOARD
SALLY ROBERTS	5/17/2020	PLANNING BOARD
PAM WESSELS	5/17/2021	PLANNING BOARD
WALTER GODWIN	5/17/2021	PLANNING BOARD

From: LaWanda Pemberton
Sent: Tuesday, May 14, 2019 6:45 AM
To: Danny Griner <building.director@taylorcountygov.com>
Subject: Re: PB appointment agenda item

Can you send me a current roster with term dates for the planning board ?

Thanks !

Sent from my iPhone

On May 13, 2019, at 2:47 PM, Danny Griner <building.director@taylorcountygov.com> wrote:

<PB reappointment packet 5-21-19.pdf>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF THE CHARGING CITIZENS AT ROLL-OF SITES AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR

MEETING DATE REQUESTED:

5/21/2019

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF THE PROPOSED FEES FOR GARBAGE DISPOSAL

Recommended Action: APPROVE

Fiscal Impact: INCOME TO HELP IMPROVE THE SECURITY OF SITES AND EQUIPMENT

Budgeted Expense: Please see attached

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: PLEASE SEE ATTACHMENTS

Options: APPROVE/NOT APPROVE

Attachments: OBJECTIVE, OTHER ASSESSMENTS CHARGED, SUMMARY

Charging At County Roll-off Sites

Objectives:

- a. To balance the budget and control volume of debris
- b. To generate capital for equipment, improve roll-off site with security (fencing and cameras), help control vandalism and theft
- c. Help control contractors and city residence using the sites
- d. To lessen overtime callouts due to unlimited loads being brought in to sites

Assessments from surrounding Counties:

a. Franklin County	\$272.76	Household only
b. City of Perry	\$228.00	Household only (curbside)
c. Calhoun County	\$227.00	Household only (curbside)
d. Madison County	\$220.00	Household only
e. Wakulla County	\$196.00	Household only (curbside)
f. Columbia County	\$193.00	Household only
g. Liberty County	\$192.00	Household only
h. Dixie County	\$180.00	Household only
i. Jefferson County	\$175.00	Was \$224, ran out of money and going back to \$200.00
j. Hamilton County	\$3.50 (100#)	Household only
k. Taylor County	\$140.00	All debris
l. Suwanee County	\$130.00	Household only

Cost of scales varies from \$65,000.00 to \$110,000 for a 10x75.

Summary:

It has been an ongoing problem for Solid Waste trying to control how many loads a person can bring to the sites per day, whether or not they are contractors or live in the City limits. Security is also a big issue. We have poor fencing and no cameras. The public continues to use these sites as walk throughs as they cut the fences and go in or dump their trash at the gates. They cause contamination, vandalism and theft. With Solid Waste in the red every year, the budget has money for improvements to be made to help us with these problems. Doing nothing is not working.

20

This instrument prepared by:
Ray Curtis, FBN: 0043636
THE CURTIS LAW FIRM, P.A.
103 North Jefferson Street
Perry, Florida 32347
Phone: (850) 584-5299
Description furnished by Grantor.
Title to the property described
herein neither examined nor
approved by the preparer.

(Space Above This Line for Recording Data)

Corrective Warranty Deed

*(Correcting that Warranty Deed recorded in the Official Records of Taylor County, Florida,
at OR Book 788, Page 872, on November 26th, 2018)*

Made on April 26th, 2019, by and between **Taylor County Development Authority**, a public corporation organized and existing pursuant to Chapter 159, Florida Statutes, whose address is 103 East Ellis Street, Perry, FL 32347, Grantor, and **Taylor County, Florida**, a political subdivision organized and existing pursuant to Article VIII of the Constitution of the State of Florida, whose address is 201 East Green Street, Perry, FL 32347, Grantee.

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee forever, all the right, title, interest, claim and demand which said Grantor has in and to, all that certain land situate in Taylor County, Florida viz:

See Attached "Exhibit A"

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

To Have And To Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2018.

GRANTOR WARRANTS AT THE TIME OF THIS CONVEYANCE, THE SUBJECT PROPERTY IS NOT THE GRANTOR'S HOMESTEAD WITHIN THE MEANING SET FORTH IN THE CONSTITUTION OF THE STATE OF FLORIDA, NOR IS IT CONTIGUOUS TO OR A PART OF HOMESTEAD PROPERTY.

Signed, sealed and delivered
in the presence of:

Jessica P. Williams Alan Dodimead (SEAL)
Print Name: Jessica Williams Alan Dodimead

Laurel LaValle
Print Name: Laurel LaValle

STATE OF FLORIDA)
COUNTY OF TAYLOR)

The foregoing instrument was acknowledged before me on April 26th, 2019, by **Alan Dodimead**, Chairman of the Taylor County Development Authority, who is authorized by vote of the Board of Directors of the Taylor County Development Authority, who personally appeared before me at the time of notarization.

NOTARY:

[NOTARIAL SEAL]



Amelia Danielle Brown
[X] personally known to me
[] produced _____ as identification

I, **Pam Feagle**, Chairperson of the Taylor County Board of County Commissioners, do hereby understand and acknowledge the changes made, by way of this Corrective Deed, to the *Warranty Deed recorded in the Official Records of Taylor County, Florida, at OR Book 788, Page 872, on November 26th, 2018*, and accepts on behalf of the Board and with its authorization, the changes made herein, and accept said Corrective Deed.

Print Name: Jessica Williams

Pam Feagle (SEAL)

Print Name: Laurel LaValle

STATE OF FLORIDA)
COUNTY OF TAYLOR)

The foregoing instrument was acknowledged before me on April ____, 2019, by **Pam Feagle**, Chairperson of the Taylor County Board of County Commissioners, who personally appeared before me at the time of notarization.

NOTARY:

[NOTARIAL SEAL]

[] personally known to me
[] produced _____ as identification

Exhibit A

Legal Description

Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 12, Township 5 South, Range 7 East and run North 01 degrees 33 minutes 28 seconds East, along the East Boundary Line of said Southwest Quarter of the Northeast Quarter (Bearing Base), 15.31 feet to the Northerly Right of Way of County Road No. 30-A and the Point of Beginning; thence from said Point of Beginning continue North 01 degrees 33 minutes 28 seconds East, along the East Boundary Line of said Southwest Quarter of the Northeast Quarter, 546.29 feet to the South Boundary Line of Airport Property (Taylor County Property); thence run North 89 degrees 33 minutes 16 seconds West, along said South Boundary Line, 586.74 feet; thence run South 61 degrees 10 minutes 28 seconds West, along said South Boundary Line, 883.00 feet to the West Boundary Line of said Southwest Quarter of the Northeast Quarter; thence run South 02 degrees 09 minutes 46 seconds West, along the West Boundary Line of said Southwest Quarter of the Northeast Quarter and the South Boundary Line of Airport Property (Taylor County Property), 130.71 feet to the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 12, Township 5 South, Range 7 East; thence run North 89 degrees 35 minutes 32 seconds West, along the North Boundary Line of said Northeast Quarter of the Southwest Quarter and the South Boundary Line of said Airport Property (Taylor County Property), 229.44 feet; thence run South 61 degrees 10 minutes 28 seconds West, along said South Boundary Line of Airport Property (Taylor County Property), 509.18 feet to the Northeast corner of Carlton Springs Cemetery; thence run South 00 degrees 51

minutes 55 seconds West, along the East Boundary Line of said Cemetery, 568.02 feet to the Northerly Right of Way of County Road No. 30-A in a curve concave to the Northwest and having a radius of 1432.40 feet; thence run Northeasterly, along the arc of said Right of Way curve through a central angle of 3 degrees 19 minutes 09 seconds, an arc distance of 80.66 feet to the Point of Tangency of said curve; thence run North 66 degrees 20 minutes 25 seconds East, along said Northerly Right of Way, 1610.47 feet to the Point of Curvature of a 1909.86

foot radius curve concave to the Southeast; thence run Northeasterly, along the arc of said Right of Way curve through a central angle of 14 degrees 52 minutes 22 seconds, an arc distance of 506.14 feet to the Point of Beginning. Said parcel contains 29.62 acres and is located in the Southwest Quarter of the Northeast Quarter, Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter of Section 12, Township 5 South, Range 7 East, Taylor County, Florida. Subject to Ditch Easements being located in the Southwest Quarter of the Northeast Quarter and in the Northeast Quarter of the Southwest Quarter of Section 12, Township 5 South, Range 7 East, Taylor County, Florida; LESS AND EXCEPT that portion, if any, of the above-described lands which constitute submerged sovereign land.

LESS AND EXCEPT

COMMENCE AT THE NE CORNER OF THE NE 1/4 OF SW 1/4 OF SECTION 12, T5S, R7E AS THE POINT OF BEGINNING AND RUN N 89° 35' 32" W, ALONG THE FORTY LINE (BEARING BASE), 229.44 FEET; THENCE RUN S 61° 10' 28" W, 335.83 FEET TO THE NE CORNER OF CARLTON CEMETERY; THENCE RUN S 00° 51' 55" W, ALONG THE EAST BOUNDARY LINE OF SAID CEMETERY, 587.74 FEET TO THE NORTH R/W LINE OF COUNTY ROAD NO. 30-A; THENCE RUN N 66° 20' 25' E, ALONG SAID R/W LINE, 572.85 FEET; THENCE RUN N 00° 51' 55" E, 518.13 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.05 ACRES AND IS LOCATED IN SECTION 12, T5S, R7E, TAYLOR COUNTY, FLORIDA.

AND LESS AND EXCEPT

PROPERTY APPRAISER'S ID NO. 12-05-07-01062-000
Commence at the NE corner of the NE 1/4 of SW 1/4 of Section 12, T5S, R7E, and run N 89 degrees 35'32" W along the forty line 229.44 feet; thence run S 61 degrees 10'28" W, 335.83 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING continue S 61 degrees 10'28" W 173.35 feet to the Northeast corner of the Carlton Cemetery; thence run S 00 degrees 51' 55" W along the East boundary line of said cemetery, 568.02 feet to the North R/W line of County Road 30-A in a curve concave to the North and having a R/W radius of 1392.40 feet; thence run Easterly along the arc of said curve thru a central angle of 03 degrees 18'09" an arc distance of 80.66 feet to the Point of Tangent of said curve; thence run N 66 degrees 20'25" E along said R/W line 83.84 feet; thence run N 00 degrees 51'55" E 587.74 feet to the POINT OF BEGINNING. Said parcel contains 2.00 acres and is located in the NE 1/4 of SW 1/4 of Section 12, T5S, R7E, Taylor County, FL. ^

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

May 6, 2019

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

(VIA EMAIL & REGULAR MAIL)

Hon. Annie Mae Murphy
Clerk of Courts
Post Office Drawer 620
Perry, Florida 32348

Ms. Lawanda Pemberton
County Administrator
201 East Green St.
Perry, FL 32347

Re: Contract between Taylor County, Florida and Georgia &
Florida Railway, LLC for FRA FASTLANE Grant Program:
Competitiveness & Employment by Rail (CEBYR) Project

Dear Annie Mae and Lawanda:

As you are aware, I have been corresponding with Mr. Scott Williams, Attorney with Holland & Knight in Jacksonville, Florida, who represents GFRR and has amended the agreement with GFRR and Taylor County.

Pursuant to a letter I sent Mr. Williams on 4/4/19, (for your convenience, I enclose another copy) Mr. Williams sent me the enclosed email (copy attached) dated Wednesday, May 1, 2019 with an amended agreement

Mr. Williams kindly made many of the changes I requested.

I am by copy of this letter to Mr. Williams advising him to sent me a clean agreement and I am requesting that you put the agreement on the agenda for the next regular meeting for the Board to consider.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/jr

Enclosure

Cc: Mr. Scott Williams (via e-mail)

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

April 4, 2019

VIA E-MAIL AND REGULAR MAIL

Mr. Scott Williams
HOLLAND & KNIGHT LLP
50 North Laura Street
Suite 3900
Jacksonville, Florida 32202
Scott.williams@hklaw.com

Re: Contract between Taylor County, Florida and Georgia & Florida
Railway, LLC FRA Funding Agreement

Dear Scott:

As promised, these are my comments with regard to the above-mentioned Agreement:

1. On page 1, paragraph 1.A. Scope of Work, the last two lines read "and the County and its designee will perform the County's obligations under the Cooperative Agreement in good faith" and then on page 2 paragraph B.4. it reads, "The County will perform its obligations under the Terms and Conditions in good faith." I think Georgia & Florida Railway LLC ("GFRR") should also perform in "good faith" and it should be in this Contract.
2. On page 3 paragraph 4 Method of Payment, the last sentence in the paragraph should state GFRR acknowledges that the funding provided by the County is a pass through of FRA funding and not a pledge of the County's credit or property or the State's credit.

3. On page 4 paragraph G, the ten days that the County will seek funds and disburse funds within ten days is a very short time. Also, the GFRR insists on 10 days, should it not be ten business days?
4. On page 4 paragraph H, "GFRR agrees to indemnify the county for any costs incurred in seeking funds from the FRA that are outside of the ordinary course of reimbursement by FRA." I would request indemnify and hold harmless.
5. On page 5 paragraph J, it provides that GFRR after receiving written notice of GFRR failure to satisfactorily complete any portion of this Contract, GFRR would have a reasonable opportunity to cure. There should be in the County's view, there should be a time, i.e., days to cure.
6. On page 5 Term and Termination, paragraph B the last sentence reads, "Damages for breach of this Agreement by GFRR are limited to GFRR foregoing additional funding and repayment of FRA funds, to the extent the FRA validly requires such funds to be repaid." It is the County's position that the only obligation of the County is to pass through the funds, so its damages for breach of that should be only what funds it did not pass through or some verbiage to that effect.
7. Page 5 paragraph 5.C. should not the costs that GFRR are referring to as authorized by the Cooperative Agreement Terms and Conditions be recited?
8. On page 6 paragraph 7.B., the County would request that "GFRR represents, warrants, indemnifies and holds the County harmless on all obligations owed to third parties with respect to the activities contemplated to be undertaken by GFRR pursuant to the Contract are or will be fully satisfied by GFRR so that the county will not have any obligations with respect thereto.
9. On page 6 paragraph 7.C. Venue, it is the County's position that any litigation of the Contract shall be exclusively in State Court in and for Taylor County, Florida.
10. In addition, Scott, at the Workshop meeting that was held, the representative that was in fact the spokesman continued using the name OmniTRAX. No where in the Agreement is OmniTRAX mentioned. If OmniTRAX is going to

administer this, then it should be a party to this Contract, or give the County an explanation.

11. Finally, the County would like a paragraph specifically stating that GFRR will indemnify and hold the County harmless.

I will be glad to discuss this and continue to work on this Contract.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)
Ms. Lawanda Pemberton (via e-mail)

The Bishop Law Firm, P.A.

From: Scott.Williams@hklaw.com
Sent: Wednesday, May 01, 2019 1:42 PM
To: lawbishop@fairpoint.net
Cc: c.mock@taylorclerk.com; LPemberton@taylorcountygov.com; Jameson.Rice@hklaw.com
Subject: Cooperation Agreement between Taylor County, Florida and Georgia & Florida Railway, LLC - FRA Funding Agreement
Attachments: GFRR_Taylor County FRA Funding Agreement_62543158_7.doc; REDLINE GFRR_Taylor County FRA Funding Agreement.pdf; 69A36519500410INFFL.PDF

Conrad,

Attached is a revised draft of the GFRR / Taylor County Cooperation Agreement (version #7) pertaining to funding pass-through funding arrangements concerning the FRA Grant. Further attached is a redlined comparison version (v.7/v.5) highlighting the various changes that were made mostly in response to your April 4th comment letter from your review of the v.5 draft. I apologize for the delay in providing this revised draft of the Cooperation Agreement, but there was a need to research and confirm the applicable procurement practices to make certain that our document format is appropriate.

I believe that you will find that the Cooperative Agreement changes are responsive to each of the issues that you raised in your April 4th letter and I hope and trust that you will find this revised draft to be acceptable to Taylor County.

I will mention that an additional change was made in Section 7B to address the railroad safety requirement that representatives of Taylor County and the CEI enter the railroad property only when accompanied by GFRR personnel or pursuant to a customary right-of-entry form.

I also attach a copy of the FRA Grant Award Agreement, which includes the FRA's updated exhibits and Standard Terms and Conditions. The FRA, apparently, recently updated its Standard Terms and Conditions as reflected in the FRA Grant document.

Our draft GFRR / Taylor County Cooperation Agreement does not, as yet, reflect the updated Standard Terms and Conditions, but rather still includes the exhibit forms that existed in September 2018. Our H&K attorneys will review the changes that were made over the next couple of days and we will revise and update the Exhibits so as to comply with those changes. Please expect those revisions within the upcoming week.

Thank you for your continuing assistance on this matter and feel free to reach out with any questions or concerns.

Scott

Scott Williams | Holland & Knight

Attorney

Holland & Knight LLP

50 North Laura Street, Suite 3900 | Jacksonville, FL 32202

Phone 904.798.7376 | Fax 904.358.1872
scott.williams@hklaw.com | www.hklaw.com

[Add to address book](#) | [View professional biography](#)

From: Williams, Scott G (JAX - X27376)
Sent: Thursday, April 04, 2019 3:09 PM
To: 'The Bishop Law Firm' <lawbishop@fairpoint.net>
Cc: Cindy Mock <c.mock@taylorclerk.com>; 'LaWanda Pemberton' <LPemberton@taylorcountygov.com>; Rice, Jameson B (TPA - X36402, JAX - X27371) <Jameson.Rice@hklaw.com>
Subject: RE: Contract between Taylor County, Florida and Georgia & Florida Railway, LLC FRA Funding Agreement

Conrad,

Thank you for your thoughtful letter outlining Taylor County's comments and concerns to the draft Cooperation Agreement.

We will carefully review your comments and prepare a revised draft of the Cooperation Agreement that addresses those concerns.

Your comments are certainly consistent with those that we discussed by telephone and I am confident that our revised draft will be responsive to the concerns expressed on Taylor County's behalf.

Scott

Scott Williams | Holland & Knight
Staff Attorney
Holland & Knight LLP
50 North Laura Street, Suite 3900 | Jacksonville, Florida 32202
Phone 904.798.7376 | Fax 904.358.1872
scott.williams@hklaw.com | www.hklaw.com

[Add to address book](#) | [View professional biography](#)

NOTE: This e-mail is from a law firm, Holland & Knight LLP ("H&K"), and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail from your computer and do not copy or disclose it to anyone else. If you are not an existing client of H&K, do not construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything to H&K in reply that you expect it to hold in confidence. If you properly received this e-mail as a client, co-counsel or retained expert of H&K, you should maintain its contents in confidence in order to preserve the attorney-client or work product privilege that may be available to protect confidentiality.

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

May 6, 2019

(VIA EMAIL & REGULAR MAIL)

Mr. Scott Williams
HOLLAND & KNIGHT
50 North Laura Street
Suite 3900
Jacksonville, FL 32202
Scott.williams@hklaw.com

Re: Contract between Taylor County, Florida and Georgia
& Florida Railway, LLC

Dear Scott:

Thank you for your email plus attachments of May 1, 2019.

Enclosed, please find my correspondence to Hon. Annie Mae Murphy, our Clerk, and Ms. Lawanda Pemberton, our County Administrator for Taylor County, Florida.

I believe this is self-explanatory. If you have a question, please let me know.

Hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/jr

Enclosure

Cc: Hon. Annie Mae Murphy
Ms. Lawanda Pemberton

**Contract Between
Taylor County, Florida
And
Georgia & Florida Railway, LLC
For**

FRA FASTLANE Grant Program: Competitiveness & Employment by Rail (CEBYR) Project

This Contract is made effective as of the _____ day of _____ 2019 (the "Effective Date"). This Contract is by and between Taylor County, Florida, a political subdivision of the State of Florida (the "County"), and Georgia & Florida Railway, LLC ("GFRR").

RECITALS

WHEREAS, the County has been awarded a grant of federal funding in the amount of eight million six hundred seventy-one thousand five hundred thirteen dollars and fifty cents (\$8,671,513.50) through the US Department of Transportation ("DOT") National Infrastructure Investments Program FASTLANE Grants program for the Taylor County Florida Competitiveness & Employment by Rail Project (the "Project"); and

WHEREAS, the Project includes installing new ties, replacing rail, improving roadbed, making bridge repairs, and replacing active warning devices and resurfacing grade crossings; and

WHEREAS, the County and GFRR desire to cooperatively enter into a contractual arrangement to implement the Project;

WHEREAS, the County has supported the Project for the benefit of GFRR, its customers, and the community; the County is unable to fund the non-federal portion of this project without the financial commitment of GFRR; and

WHEREAS, the parties recognize that GFRR is performing work in furtherance of DOT's FASTLANE program, and for the benefit of DOT.

NOW, THEREFORE, in consideration of the mutual promises and terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

1. Scope of Work

- A. The County is party to a Cooperative Agreement ("Cooperative Agreement") with the Federal Railroad Administration ("FRA") ("FRA" and DOT are individually and collectively referred to herein as FRA) setting forth the Statement of Work for the Project, attached hereto as Appendix A. GFRR will perform (or have its contractors perform) the County's obligations under the Cooperative Agreement, except for its direct communication and submissions to the FRA, which will be performed by the County or its designee. For the areas in which GFRR is not performing the County's obligations under the Cooperative Agreement, GFRR will assist the County and its designees in meeting the County's obligations under the Cooperative Agreement and the County and its designee will perform the County's obligations under the Cooperative Agreement in good faith.

- B. The Cooperative Agreement is subject to the Standard Terms and Conditions for a Grant Agreement ("Terms and Conditions"), attached hereto as Appendix B. GFRR will perform all work under the Cooperative Agreement in conformance with the applicable Terms and Conditions. Furthermore:
1. GFRR will assist the County in the creation of all deliverables and reports required under the Performance and Reporting Provisions of Section III of the Terms and Conditions.
 2. GFRR will provide all required documentation pertaining to the work it or its contractors perform in order to obtain payment by the FRA under the Financial Management Provisions of Section III of the Terms and Conditions.
 3. If the County obtains any rights to intangible property under the Terms and Conditions, the County will take all necessary action to assign such rights to GFRR, without any separate payment or consideration, or any royalty or interest therein.
 4. The County will perform its obligations under the Terms and Conditions in good faith.
- C. GFRR agrees that all work performed under this Contract will be performed in good faith and will comply fully with applicable administrative and other requirements established by applicable Federal and state laws, regulations and guidelines. GFRR shall comply with all requirements or regulations of the County that are currently applicable or become applicable during the term of this Contract.

2. **Audit.**

- A. GFRR shall cooperate with audits or information requests by the County to the extent such requests are intended to verify that the conditions of the Project and this Contract are met, including without limitation the report schedule described herein. Upon request, GFRR shall cooperate in any governmental audit to assess how grant funding was used for the Project. GFRR shall provide copies of procurement contracts and subcontracts used in connection with the Project if requested by the County. GFRR shall provide Project-related records if requested by the County. GFRR and its employees shall fully cooperate with investigation directly related to activities and transactions regarding the grant project funding for this Project. Notwithstanding any of the foregoing, Contractor shall have no obligation to conduct extra-operational studies or investigations or to generate data not generated in the normal course of business other than what is required for reporting in order to provide information requested by the County under this Contract. Before making the result(s) of a governmental audit or investigation available to the public, the County will inform GFRR so that it may seek to designate company confidential or business proprietary information and protect it from public availability.
- B. In accordance with OMB Circular A-133, GFRR hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal

funds in any fiscal year. Within nine months after the end of GFRR's fiscal year or thirty days after receiving the report from the auditor, GFRR shall submit the SF-SAC and a Single Audit Report Package to the County.

3. Reporting.

GFRR shall promptly report to the County any credible evidence that a principal, employee, agent, sub-contractor, GFRR, or other person has submitted false claims under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant funding. This obligation does not limit GFRR's ability to report such matters directly to the federal government.

4. Method of Payment.

A. The County submitted the original application for the Project on behalf of and for the benefit of GFRR, and for the benefit of transportation infrastructure used by GFRR to serve customers and the communities of Taylor County. The County lacks the financial resources to provide the non-federal financial match required to complete the project. GFRR acknowledges that the funding provided by the County is a pass through of FRA funding and not a pledge of the County's credit or property or the State's credit.

B. Funding shall be in accordance with the Table 8 – Project Funding below.

Table 8 – Project Funding				
Task name/project component	Cost	Federal Share	Local Match	Percentage of total cost
Grade Crossing in-kind replacement	\$2,227,788	\$2,227,788	\$0	12.8%
Bridge repairs	\$695,750	\$296,602	\$399,148	4.0%
Tie replacement	\$11,389,759	\$4,855,529	\$6,534,230	65.7%
Ballast and roadbed	\$369,057	\$157,333	\$211,724	2.1%
Rail replacement, joint welding, and turnout work	\$951,694	\$405,713	\$545,981	5.5%
Surface, alignment, dressing	\$539,235	\$229,879	\$309,356	3.1%
Project management/Professional services	\$137,270	\$58,519	\$78,751	0.8%
Site preparation	\$362,000	\$154,323	\$207,677	2.1%
Contingencies	\$670,474	\$285,827	\$384,647	3.9%
Total Project Cost	\$17,343,027	\$8,671,513	\$8,671,514	100.0%
Federal Funds Received from Previous Grant	\$0			0%
Federal Funding Request	\$8,671,513			50%
Non-Federal Funding/Match	\$8,671,513			50%
Portion of Non-Federal Funding from the Private Sector	\$8,671,513			50%
Portion of Total Project Costs Spent in a Rural Area	\$17,343,027			100%
Pending Federal Funding Requests	\$0			0%

- C. GFRR will initially pay for all costs of the Project. The County will reimburse GFRR, as a pass through of federal funding provided by FRA, for the Federal Share for each project component in Table 8, leaving GFRR responsible for the Local Match. GFRR will assure and document that the total Project match contribution for grade-crossing and non-grade-crossing components does not drop below the required matching rate at any time during the Project. Reimbursement for costs incurred is subject to the cost criteria set forth in 23 CFR, Part 140, Subpart I, Reimbursement for Railroad Work, and 23 CFR, Part 646, Railroads.
- D. Cost overruns in excess of Total Project Cost in Table 8 shall be the responsibility of GFRR and not subject to reimbursement. FRA have the discretion to approve changes to individual budgeted line items in Table 8. In the event that GFRR seeks a reallocation of budget line items in Table 8, County and GFRR shall work cooperatively to seek an amendment from FRA.
- E. GFRR may invoice the County at regular intervals or upon completing any project component. GFRR shall invoice no more than 42.63% of the total Project expenses for non-grade crossing components and 100% of grade crossing components to assure GFRR has fulfilled the minimum in-kind match at all times. The invoice will state the eligible match paid by GFRR for these expenses.
- F. With each invoice, GFRR shall provide supporting documentation and an updated list of all Project tasks along with itemized expenses incurred, the eligible match portion paid, any portions already paid by the grant, and the requested grant distribution. GFRR shall prominently display the in-kind match percentage on the invoice that accounts for the requested distribution and all previous distributions associated with the Project. Supporting documentation for each invoice will include those items required in Appendix B or as otherwise communicated by the FRA.
- G. Within ten days of the date that an invoice is submitted by GFRR, the County will seek funds from the FRA, or inform GFRR of any deficiencies in the invoice. The County will disburse funds to GFRR within ~~ten~~fourteen (14) days of receipt from the FRA, and provide documentation showing the date and payment amount from the FRA. If the FRA requests any additional information or documentation in response to a request for disbursement, the County will inform GFRR promptly, and the parties will work together in good faith to ensure timely payment to GFRR.
- H. The County agrees to present GFRR funding change request to FRA and to cooperate with GFRR in seeking additional funding, if requested by GFRR. GFRR agrees to indemnify the County, and hold the County harmless, for any costs incurred in seeking funds from the FRA that are outside of the ordinary course of reimbursement by FRA.
- I. GFRR covenants not to seek from the County any money that has not been provided to the County by FRA. In exchange, if requested by GFRR, the County will promptly assign to GFRR its rights against FRA with respect to any amount of the Federal Share not paid by FRA and the County will cooperate with, and not oppose, GFRR's claim against FRA.

- J. If the FRA requires the County to return any portion of the Federal Share due to GFRR's failure to satisfactorily complete any portion of this Contract, GFRR will return those funds or have them deducted from any pending payments, provided that GFRR has received written notice from the County of any deficiency and has been provided with a reasonable opportunity (but not to exceed 30 days) to cure.
5. **Term and Termination.**
- A. The "Term" of this Contract will begin on the "Effective Date" and continue through December 31, 2022, unless terminated earlier under the provisions of this Contract.
- B. If, through any cause other than force majeure, GFRR or the County shall fail to fulfill in a timely and proper manner its obligations under this Contract, or violate any of the covenants, agreements, or stipulations of this Contract, the either party shall thereupon have the right to terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. Damages for breach of this Agreement by GFRR are limited to GFRR foregoing additional funding and repayment of FRA funds, to the extent the FRA validly requires such funds to be repaid. Damages for the breach of this Agreement by the County are limited to any grant funds that are not disbursed by way of pass through from FRA funding.
- C. GFRR acknowledges and agrees that this Contract is subject to the Cooperative Agreement and Terms and Conditions. If those agreements, or the funding for the Project are terminated by the FRA, then this Contract will also terminate. The County shall provide notice to GFRR as soon as it becomes aware that the Cooperative Agreement, Terms and Conditions, or the funding from the FRA is or may be terminated or reduced. Upon such termination, GFRR shall be entitled to recover allowable costs as authorized by Section 20 of the Cooperative Agreement Terms and Conditions. GFRR shall be responsible for the preparation of a termination claim, and the County agrees to present the claim to the FRA.
- D. The County and GFRR may renew this Contract prior to its expiration upon terms, conditions, and compensation agreeable to both Parties.
6. **New Restrictions On Lobbying as set forth in Title 40 CFR Part 34.**

Funding provided in this Contract are appropriated Federal funds in the form of a grant from the FAST Act.

- A. No appropriated funds may be expended by the recipient (as defined in 40 CFR 34.15) of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. GFRR will, and will require that each of its subcontractors file with the FRA a certification that the person has not made, and will not make, any payment prohibited by paragraph A of this section.
- C. GFRR will, and will require that each of its subcontractors file with the FRA file with the FRA a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph A of this section if paid for with appropriated funds.

7. **Additional Terms and Conditions.**

- A. The Parties will send written communications under this Contract to the respective liaisons at the addresses as identified below:

The County

GFRR

- B. The County must be escorted by GFRR whenever on GFRR property, and give reasonable advance notice to GFRR in order to arrange for an escort, unless the County has entered into GFRR's standard License for Right-of-Entry and Use of Premises. GFRR will impose the same requirement upon the County's construction, engineering, and inspection designee. GFRR covenants to hold the County harmless for the actions of County's construction, engineering, and inspection designee on GFRR property.
- C. ~~B. GFRR represents and warrants that, indemnifies and holds the County harmless on~~ all obligations owed to third parties with respect to the activities contemplated to be undertaken by GFRR pursuant to the Contract ~~are or will be fully satisfied by GFRR so that the County will not have any obligations with respect thereto.~~
- D. ~~C. With the exception of claims against the federal government, any suit brought to enforce this Contract or to determine any dispute under this Contract may be brought only in the state and federal courts located in or having jurisdiction that includes State Court in and for Taylor County, Florida. The Parties agree to submit to the personal jurisdiction of the courts located in or having jurisdiction over Taylor County.~~
- E. ~~D. This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and may be altered or amended only by a subsequent written agreement signed by each of the Parties hereto. This Contract supersedes all prior agreements, negotiations, and~~

communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Contract. No waiver of any of the provisions of this Contract shall be binding unless executed in writing by the Party making the waiver. No waiver of one provision shall constitute a waiver of any other provision nor shall any be deemed a continuing waiver.

E. ~~E.~~ The headings of the paragraphs and subparagraphs hereof are for descriptive purposes only and do not modify or qualify any of the rights or obligations set forth in this Contract.

G. ~~GERR indemnifies and holds the County harmless from and against loss, damage, liability, claim, suit, judgement, cost and expense incurred by the County and arising from its good faith performance of the County's covenants and obligations under the Contract.~~

(THE REMAINDER OF THIS PAGE LEFT BLANK)

IN WITNESS WHEREOF, the County and GFRR have executed this Contract to be given effect as of the Effective Date.

ATTEST:

Taylor County, Florida

BY: _____

ATTEST:

Florida Georgia Railroad, LLC

BY: _____

Appendix A

Appendix A begins on the following page

STATEMENT OF WORK

Taylor County, Florida Competitiveness and Employment by Rail Project

BACKGROUND

This cooperative agreement ("Agreement") between the Federal Railroad Administration ("FRA") and Taylor County, FL ("County" or "Grantee") funds the final design and construction of approximately 81 miles worth of track and bridge improvements, raising the class of track to Class 2 ("Project"). With these improvements, the Georgia & Florida Railway ("GFRR") will be able to haul 286,000 lb. rail cars at 25 miles per hour ("mph"). Funding for this Agreement was made available through the Fixing America's Surface Transportation ("FAST") Act¹.

Current GFRR speeds are limited to only 10 mph at FRA excepted status. This inefficient operation places the County at a competitive disadvantage. GFRR's biggest customer is the Foley Cellulose Mill. The mill provides 20% of the County's gross domestic product. The viability of the mill is threatened by the inadequate rail service, which is vital to move commodities like pulp, chemicals, and wood chips. Without rail repairs and upgrades, the future economic outlook of the mill—and the 600 skilled workers that this mill employs—will suffer in a competitive international market.

GENERAL OBJECTIVE

The objective of the Project is to provide adequate freight rail service to customers along the Adel-Foley line. The GFRR cannot provide adequate freight rail service along the 81 miles of line between Adel, GA and the Foley Cellulose Mill because train speeds are limited to 10 mph. The current track conditions require a two-day round trip from Adel to Foley, which increases costs and limits asset productivity. This, in turn, prompts car owners to limit equipment availability. As a result, freight moves by truck instead of rail.

The Project will make track and bridge improvements over approximately 81 miles on the GFRR line between Foley, FL and Adel, GA, raising the class of track to Class 2. Once complete, the GFRR will be able to haul 286,000 lb. rail cars at speeds up to 25 mph, which will allow one train crew to complete the run from Adel to Foley and back in one shift without exceeding the federal hours of service limits and provide for expedited return of rail cars.

The Grantee will complete the following improvements:

- Replace approximately 114,900 railroad ties;
- Replace approximately 10,500 linear feet of rail;
- Add approximately 11,500 tons of ballast;
- Repairs to 14 bridges;

¹ Pub. L. 114-94, December 4, 2015

- Replace in-kind 125 existing highway-grade crossing surfaces, retime 19 highway-grade crossing track circuits for FRA Class 2 train speeds, and update signage to comply with federal requirements. These numbers are not additive. There are 116 crossings receiving only in-kind surface replacement, 9 crossings receiving both in-kind surface replacement and retiming of signals, and 10 crossings receiving only retiming of signals.

PROJECT LIMITS

The Project will take place entirely within the existing right-of-way of the GFRR between Adel, GA and the end of the line at the Foley Cellulose Mill in Foley, FL. A map of this alignment is shown in Figure 1.

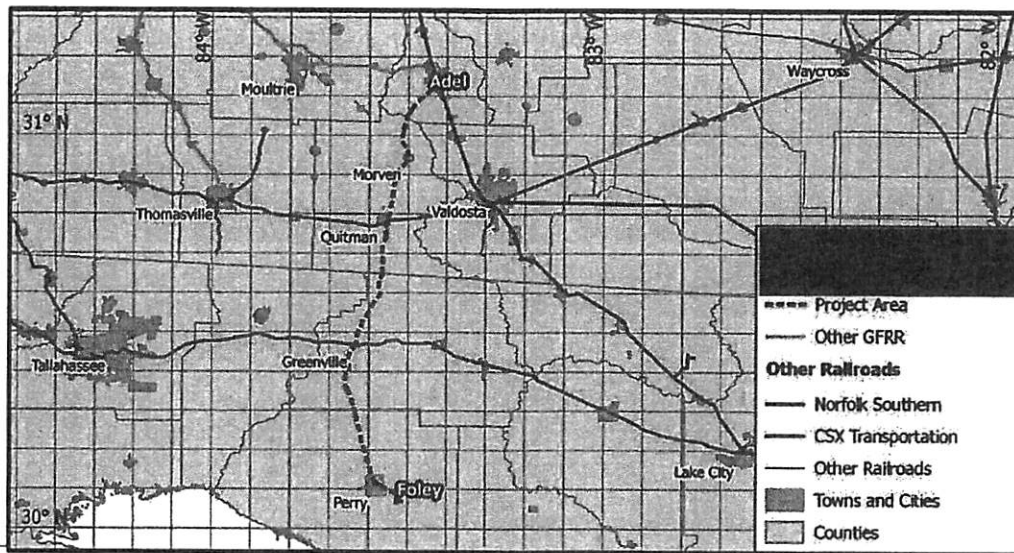


Figure 1 - Georgia & Florida Railway Alignment

The Project follows the GFRR right-of-way from the Norfolk Southern connection in Adel to the GP Foley Cellulose facility in Foley, FL. The Project runs along the GFRR right-of-way by reference to mileposts ("MP") along GFRR, starting at the northern end at Adel at MP 1.0 and ending at the Foley Cellulose Mill outside Perry, FL at approximately MP 82 ("Foley"). The Project is located entirely in rural areas.

DESCRIPTION OF WORK

Task 1: Pre-Construction Activities

Task 1.1: Detailed Project Work Plan, Schedule and Budget

The Grantee will prepare a Detailed Project Work Plan ("PWP") for the Project. The PWP will describe the activities and steps necessary to complete the tasks outlined in this Statement of Work (SOW). The PWP describes, in detail, the steps to be taken to implement the Project and provides an updated budget and schedule to match the scope of work outlined in this SOW. The schedule should include timeframes for completing major processes, reaching milestones, and finalizing work

products/deliverables within each task. The budget will utilize the FRA's Cost Estimating Guidance². As the Project progresses, the Grantee will update the initial PWP as new and more-accurate data related to budget, schedule, and financing become available. The Grantee will submit the PWP, including the Project budget and schedule, to the FRA for review and approval prior to start of construction.

Task 1.2: Project Management Plan

The Grantee will prepare a Project Management Plan ("PMP"). A PMP is the Grantee's overarching project implementation plan that spans the entire period of the project. It will describe the Grantee's approved policies, practices, and procedures related to the management, design, and construction of the Project. The PMP will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), and will also address quality assurance, quality control procedures, and discuss possible project risks, and risk mitigation. As the Project progresses, the Grantee will update the initial PMP as new and improved procedures are implemented. The Grantee will submit the PMP to FRA for review and approval prior to start of construction.

The Grantee will identify in the PMP any required stakeholder agreements, and other critical third party agreements related to engineering, environmental, or construction activities in the PMP. Similarly, agreements governing the maintenance of the Project will also be included. The Grantee will transmit final, executed copies of any agreements to FRA. The Grantee has identified the following agreements necessary to support the construction activities of the Project:

- Agreement between Taylor County and GFRR to:
 - Incorporate requirements in agreements between FRA and Taylor County to make the requirements applicable to GFRR;
 - Require expenditures of private match and project funding in advance of Federal reimbursements;
 - Require maintenance of the project railway line to FRA Class 2 track standards.
- Project cost estimate (detailed and itemized utilizing FRA Capital Cost Estimating Guidance and Standard Cost Categories³, as applicable) also showing also any salvage value of removed items; and,
- Project schedule.

Task 1.3: Environmental Review

² <https://www.fra.dot.gov/Page/P0926>

³ <https://www.fra.dot.gov/Page/P0926>

The Grantee will submit documentation to the FRA demonstrating that the Project is eligible for an FRA categorical exclusion. FRA completed a categorical exclusion worksheet, finalizing the National Environmental Policy Act process, on October 22, 2018.

Task 1.4: Preliminary and Final Engineering Design (1.4.a and 1.4.b respectively)

The Grantee will prepare and submit a Preliminary Engineering (PE) Planset to FRA Engineering for review and approval. For a State-of-Good Repair (SOGR) project like this, FRA Engineering will require a railroad track chart showing the locations and limits of proposed improvements. If the replacement is not in-kind, scaled plans, appropriate and preferably enlarged to show details of existing condition and proposed improvements including location of existing and proposed signals (if appropriate), existing and proposed right-of-way lines, existing and proposed utilities, etc., will also be required as part of the submittal. Preliminary Engineering (PE) planset will include the following:

- A plan coversheet containing all stakeholder signatures;
- Track chart showing improvement locations and/or limits;
- Design Specifications;
- Scaled plan as appropriate;
- A title sheet with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations;
- Utility relocation plans (if required);
- Right-of-way plans (if required);
- Roadway design plans to Federal, State and local standards (where applicable);
- Structural design and signed plansheets for the proposed bridge repairs and/or any temporary structure required for staged construction (if needed) for bridge repairs and/or proposed track improvement work;
- Maintenance and Protection Plans for vehicular traffic plans (also called Traffic Management Plan) if required for affected and surrounding streets impacted by the Project (where grade crossing improvement work is proposed);

Maintenance of railroad traffic during proposed construction (Staging plans);

After FRA's approval of the PE planset, Grantee will proceed with the Final Design. After completion of Final Design, Grantee will also submit Final Engineering Design ("FD") to the FRA for review, comment and acceptance. The FD Set will be updated as required to reflect the final design modifications and/or any change in quantities since the PE stage. A Final Project Cost Estimate and updated Project Schedule will also be submitted as part of this submittal (format is the same as PE). The PE Planset and FD Set will be consistent with the Environmental documents submitted to and approved by FRA.

Task 1.5: Grade Crossing Diagnostic Safety Review

The Grantee is responsible for providing a preexisting conditions memorandum to a team of stakeholders from (but not limited to) the railroad, the FRA including the Region 3 Grade Crossing Inspector, Florida DOT's District Railroad Coordinator, and others responsible for the safety of railroad grade crossings. The memorandum will include: FRA grade crossing number, location, a description of warnings currently installed, and a description of warning changes to be made by the project. Examples of potential safety enhancements are replacement of existing railroad crossbuck (R15-1) signs to current the Manual of Uniform Traffic Control Devices (MUTCD) standards under Figure 8B-2, the installation of the Look (R15-8) sign where appropriate, enhance traffic signal pre-emption and railroad signal circuitry where appropriate, update advanced railroad warning signage with applicable pavement markings, and mitigating or eliminating humped-profile surfaces.

The Grantee will submit a final memo to FRA on the grade crossing safety enhancements necessary to meet MUTCD requirements as agreed upon by the entire diagnostic team.

Task 1 Deliverables

- 1.1 Project Work Plan, Schedule, and Budget
- 1.2 Project Management Plan
- 1.2 Project Agreement(s)
- 1.3 Final NEPA documentation
- 1.4.a PE Planset
- 1.4.b Final Engineering Design
- 1.5 Diagnostic Team Assessment Report

Task 2: Construction

The Grantee will complete the construction of the Project in accordance with the FRA-approved environmental documents and the FD Set accepted by FRA under Task 1. The Grantee is responsible for ensuring that any and all mitigation commitments identified in the FRA-approved final NEPA documentation (Task 1.3) are implemented during construction.

The Grantee shall ensure that all pre-construction requirements identified in Task 1 are met prior to issuing notice to proceed to any construction contractor to begin construction under this Agreement.

The Grantee will provide FRA written confirmation that construction has commenced and confirmation that construction is complete.

Completion of Work Elements 1 through 5 will allow GFRR to raise the class of track to FRA Class 2. Other than the bridge work (Work Element #4), these work elements will be completed by a track gang working along the line, nearly simultaneously. This will provide opportunity for project managers to review the work quality of the track gang in the process as the work progresses and enforce immediate corrective actions, if necessary.

The Work Elements and their sub-elements are summarized in Table 1 and described in the narrative below.

Table 1 - Work Elements			
Work Element	Description	Approximate Quantity*	Location (Mile Posts)*
1	Replace Railroad Ties	109,526	1.0 to 82
2	Replacing Rail	10,500 Lineal Feet	1.0 to 82
3	Roadbed Upgrades (Ballast)	11,500 Tons	1.0 to 82
4	Bridge Repairs	14 Locations	Table 2
5	Rail-Highway Grade Crossing Work	135 Locations	Tables 3 and 4
* Quantities Approximate (for Work Elements 1-3)			
* Mile posts are measured starting at the northern end of the line at Adel, GA at Mile Post 1.0 and ending at the Foley Cellulose Mill outside Perry, FL at approximately Mile Post 82 ("Foley")			

The Grantee will complete the following work elements as part of this Task:

Work Element 1: Installation of New Ties

The Grantee will install approximately 109,526 new ties along 81 miles of track. Tie inserters will remove old ties, and will insert new ties in their place. Equipment designed for the task will ride on the rail, remove spikes and tie plates that fasten rail to the ties, remove the old tie, and insert a new tie. A spiker will spike the rail to the new tie. Old ties will be collected and disposed of at the end of the project in accordance with state and federal regulations.

GFRR engineers have identified the rate of tie replacement required to maintain Class 2 operations. In the first 27 miles of track, approximately 1,500 ties per mile will be required. On the remainder of the route the average number of ties replaced per mile is approximately 1,300.

Work Element 2: Replacing Rail

The Grantee will replace approximately 10,500 linear feet of existing 100# rail with new 100# rail. Sections of rail will be replaced along turnouts, through rail-highway grade crossings, and at other locations where the rail is worn or defective.

As part of this work element, the Grantee will also make repairs to problematic rail joints and rehabilitate turnouts to ensure compliance to FRA standards for the increased train speeds.

Work Element 3: Roadbed Upgrades

The Grantee will add approximately 11,500 tons of rock ballast to the roadbed of the GFRR. Ballast will first be dumped, then tampers will force the ballast under the ties to ensure good drainage as required by FRA requirements. The track geometry will be laser corrected. The ballast will be repositioned by specialized regulator machines. The Grantee anticipates that, on average, 140 tons will be required for each mile of track. Additional work shall include drainage improvements and cleanup as well as brush and vegetation control.

Work Element 4: Bridge Repairs

Bridge repairs and upgrading of bridges will be done by more specialized labor working independently of the main track gang. Rail service will be maintained along the line while work proceeds. Contractors and GFRR will coordinate work schedules to ensure safe operations and timely completion of work, while minimizing customer impacts. GFRR has agreed to this plan. Work to be performed on the bridges include: replacement of bridge deck ties, replacement or repair of pile, caps and other additional work to the substructure as required to achieve the project goals. Bridge work will not disturb waterways. The Planned Bridge Work is detailed in Table 2.

Table 2 - Planned Bridge Repair Work		
Bridge Mile Post	Description of Work	Scaled plans and PE required?
1.80	Repair Approximately 4 Piles	All appropriate engineering
7.70	Replace Approximately 649 Bridge Deck Ties and Guard Timber Repair Approximately 14 Piles Replace Sway Brace	
8.20	Frame/Reframe Two Bents Repost Approximately 4 Posts Shim Several Piles Replace Headwall	
8.90	Frame Bent Replace Approximately 14 Deck Ties Shim Several Piles	
23.80	Replace Headwall Shim Posts	
25.30	Replace Headwall	

Table 2 - Planned Bridge Repair Work		
Bridge Mile Post	Description of Work	Scaled plans and PE required?
		plans and documents required for the proposed bridge repair work shall conform to 49 CFR Part 237.
		All appropriate engineering plans and documents required for the proposed bridge repair work shall conform to 49 CFR Part 237.
	Install Sway Bracing on Approximately 4 Bents Install Wingwalls Post Approximately 4 Piles Repin Several Caps Shim Several Piles	
28.00	Install Wingwall	
47.50	Replace Blocking Shim Several Piles	
48.70	Replace Approximately 20 Deck Ties and Guard Timber	
56.70	Install Subcap On Approximately 2 Bents Replace Headwall Repair Headwall Shim Several Posts	
58.70	Install Approximately 49 Deck Ties and Guard Timber Post Approximately 2 Piles Shim Multiple Posts	
60.80	Replace Approximately 40 Deck Ties and Guard Timber Replace Headwall	
64.30	Repair Approximately 2 Piles	
65.40	Shim Approximately 1 Pile	
76.30	Install Wingwall Replace Approximately 24 Deck Ties and Guard timbers Shim Several Piles	

Table 3 - Rail-Highway Crossings: Retiming Active Warning Devices					
Mile Post	Roadway	DOT #	Mile Post	Roadway	DOT #
38.99	CR 146	713522T	78.78	Buckeye Nursery Rd / CR 252	713395U
48.55	SR 140	713516P			

GFRR crosses CSX at an at-grade interlocking in Greenville, FL. The approaches to that interlocking will be placed and remain in the employees operating timetable or bulletin order with a Permanent Speed Restriction (PSR) of 10 mph maximum authorized speed.

All installation of pavement markings and signs will be consistent with the Manual of Uniform Traffic Control Devices (MUTCD). This will include (but not limited to) all railroad grade crossing pavement markings and advanced warning signs. The Emergency Notification System (ENS) information must be attached to each mast assembly as set forth under 49 CFR 234 subpart E.

The Grantee will also restore grade crossings necessary to meet the requirements for FRA Class 2 for the track structure itself. These crossings are detailed in Table 3. As a result of this work, new grade crossing surfaces will be installed at all private and a majority of the public grade crossings. This work will be necessary to meet both the FRA requirements for Class 2 Track (25 MPH) for the track structure, and meet the applicable Federal, State and local requirements for roadway surfaces. Generally, the crossings will receive new ties, rail, crossing surface, and approaches. At a minimum, the crossing surfaces will be replaced and approaches restored. This work will be coordinated with the appropriate roadway authorities for managing traffic control. Locations listed in both Tables 3 and 4 with humped profiles that exceed the American Railway Engineering and Maintenance-of-Way Association (AREMA) and the American Association of State Highway and Transportation Officials (AASHTO) design standards will be smoothed out and leveled to prevent vehicles or trailers low to the ground from becoming stuck on the crossing surface.

If the crossing profile cannot be constructed in a manner that complies with the design standards described above, a Low Ground Clearance Grade Crossing (W10-5) warning sign and a LOW GROUND CLEARANCE (W10-5P) supplemental plaque should be installed for each direction of travel to warn drivers of long wheelbase vehicles or drivers of vehicles that have a low ground clearance that they might encounter a hang-up situation when using the crossing.

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
1.16	Cook Road	723322L
1.47	Industrial Pkwy	723320X
1.97	PVT	723319D
2.10	PVT	723318W
2.39	Tillman Rd	723317P
2.79	PVT	723316H

3.03	PVT	723315B
3.13	PVT	723314U
3.54	PVT	723313M
3.83	PVT	723312F
3.89	PVT	723311Y
4.12	PVT	723310S
4.39	CR 16/Pine Valley	723309X
4.71	Old Union Rd	723308R
4.97	PVT	723307J

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
5.88	Shiflett Rd	723305V
6.99	Elsie James	723514D
7.47	PVT	723513W
8.53	PVT	723512P
11.15	1st Ave/Strickand Rd	723509G
11.37	PVT	723507T
11.62	PVT	723508A
12.52	Williams Rd	723506L
13.53	PVT	723505E
14.19	PVT	723504X
14.41	Jackson Road / Old Coffee Rd	723503R
15.45	5th Ave	723502J
15.69	Gin Rd	723500V
15.73	Gordon Rd	723499D
15.78	Main St	723498W
17.21	Scruggs Rd	723496H
17.89	Clower Rd	723495B
18.54	Cotton Field	723494U
19.27	Hendry Ln/LN 233	723493M
19.71	Rolling Hills Rd	723492F
21.76	Spain Rd	723490S
22.81	Fodie Rd	723489X
23.60	PVT	723487J
24.30	Duncan Rd	723486C
26.26	Veg. Patch	723485V
26.50	East Courtland Ave/SR 76	723484N
26.80	Oglesby Ave	723483G
27.32	E Barstow	723482A
27.45	Gordon St	723481T
27.53	E Lafayette	723480T
27.84	E Johnson	723475P
28.19	E Chapel St	723474H
29.17	Fritzke Dr	723473B
30.33	Johnson Short Rd	723471H
30.55	Tree Farm	723470F
31.56	Empress Rd	723469L
32.80	Baden Rd	723466R
34.53	PVT	RETIRE
34.81	Stanley Rd	723465J
35.14	PVT	723464C
35.51	PVT	723463V
35.92	Empress Rd	723462N
41.33	Providence Pine	713521L
43.78	NW Baily Rd / CR 241	713520E
44.73	PVT	904824Y

46.14	Dewnnet Pond Way	713519K
49.37	PVT	713514H
49.65	Florida Plywood	713514B
50.66	Haffye Rd	713513U
51.05	Grand St	713510Y
51.49	Ray Charles Ave/Western St	713508X
51.74	Huggins St	713507R
51.99	Oslo Trail	713506J
52.03	PVT	713505C
52.56	PVT	713504V
53.21	PVT	713502G
54.12	PVT	713499B
55.93	CR 329	713498U
57.31	PVT	713497M
57.85	CR 329	713496F
58.07	PVT	Pending
59.11	CR 3010	713495Y
59.20	PVT	Pending
59.99	PVT	713492D
60.12	PVT	713491W
63.06	PVT	713489V
63.53	AG Sheffield	713488N
64.07	CR 14	713487G
64.41	PVT	713486A
64.65	Shady Grove Schoolhouse	713485T
64.77	PVT	713484L
65.24	Mcleod Dr	713483E
66.02	PVT	713482X
66.28	Preston Sheffield	713481R
66.39	PVT	713480J
66.56	Henderson Rd	713479P
66.77	Sessions	713478H
66.84	PVT	713477B
67.13	Johnnie Pickles	713476U
67.86	PVT	713474F
70.50	PVT	713473Y
71.01	Boyd Rd	713471K
71.79	Cairo Parker	713470D
72.35	Shiloh Church	713469J
72.89	Pisgah Rd	713468C
73.99	T.W. Wilson	904819C
74.25	Wright St	713467V
75.99	Ash St	713465G
76.48	Julia St	713464A
76.64	Wilcox St	713463T

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
76.65	FLA Power	713462L
76.78	Leon St	713460X
76.85	Bay St	713459D
76.91	Main St	713458W
76.98	Green St	713457P
77.04	Drew St	713456H
77.19	Jefferson St	713405X
77.24	Washington St	713404R
77.36	Center St	713403J
77.68	Hendry	713400N

78.20	Bishop Blvd	713398P
78.43	Springhill Rd	713396B
78.78	Buckeye Nursery	713395U
79.19	PVT	713393F
79.83	PVT	713392Y
80.20	PVT	713390K
80.53	Weldon Poppel Rd	713389R
80.63	PVT	713388J
80.75	Connel Rd	713435P
81.05	Roberts Lumber	713437D

Task 2 Deliverables

- Construction commencement confirmation
- Construction completion confirmation
- Railroad grade crossing circuit plans

Task 3: Project Management and Project Closeout

The Grantee will manage and closeout the project by way of detailed understanding of the project PWP, PMP, FRA's Environmental Document/Decision, PE and FD, and other applicable deliverables from Task 1 to ensure the project goals are reached throughout the remaining phases of the project. Project management tasks will be overseen by a project management firm. The project management firm shall also have a clear understanding of the scope, goals, and requirements for reporting and contracting. Project management firm will report to the grantee.

The project management firm will coordinate on-site day-to-day activities of contractors, suppliers, and outside stakeholders as it relates to the performance of the work. The project management firm will perform quantity and quality control as it relates to the work and determine the track's fitness for operations immediately following construction activities. The project Management firm will chair/attend various meetings with project stakeholders, and will ensure preparation and distribution and recordkeeping of meeting minutes and project files.

The project management firm will perform the close-out process for the Project. This process includes making the final quality and quantity checks on the Contractor's work, collecting and checking final documentation, and making final payment. The Grantee will submit a Final Performance Report, along with other final reports as required under this Agreement, to the FRA within 90 days of the Period of Performance end date. The Final Performance Report should describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project

objectives and milestones, overall budget/financial status, benefits obtained from the grant, and service outcomes.

Prior to project close-out, the Grantee and the GFRR must update and complete the U.S. DOT Grade Crossing Inventory Form to reflect any additional signage installed as a result of this project.

Task 3 Deliverables

- Final Performance Report
- Updated U.S. DOT Grade Crossing Inventory Form

PROJECT SCHEDULE

The period of performance for all work will be approximately 25 months from November 30, 2018 to March 17, 2021. An estimated Project schedule is provided in Table 5. A detailed Project schedule will be provided and maintained as part of Task 1. Target milestone dates are included the Table 6.

Table 5 - Estimated Project Schedule			
Task #	Task Name	Start Date	End Date
1	Pre-Construction Activities	11/30/18	01/02/20
2	Construction	01/03/20	12/17/20
3	Project Management and Project Closeout	01/03/20	3/17/21

Table 6 - Target Milestone Dates	
Milestone	Date
Construction Advertisement	11/03/19
Construction Contract Award	12/03/19
Construction Start (NTP)	01/02/20
Construction Completion	12/17/20

DELIVERABLES

The deliverables associated with the Agreement are listed in Table 7. The Grantee shall provide FRA with a detailed schedule to achieve the deliverables and performance objectives listed below. Tentative dates are provided below for reference and may change subject to other grant considerations. The Grantee shall complete these deliverables to FRA's satisfaction in order to be authorized for funding reimbursement and for the Project to be complete.

Table 7 - Deliverables		
Task #	Deliverable	Due Date
1.1	Detailed Project Work Plan, Schedule and Budget	05/01/19
1.2	Project Management Plan	05/30/19
1.2	Stakeholder Agreements	05/30/19
1.3	Final NEPA documentation	10/22/18
1.4.a	Preliminary Engineering Planset	06/29/19
1.4.b	Final Engineering Design Set	09/27/19
1.5	Diagnostic Team Assessment Report	06/29/19
2	Construction commencement confirmation	01/02/20
3	Construction completion confirmation	12/17/21
3	Final Performance Report	3/17/21

PROJECT COST ESTIMATE / BUDGET

The total estimated cost of the Project is \$17,343,027, for which FRA will contribute up to 50% of the total Project cost or \$8,671,513, as detailed in Table 8. The Grantee, through private match partners, will contribute the remaining funds necessary to complete the Project, estimated to be \$8,671,514 or 50% of the total Project cost. Any additional expense required beyond that provided in this Agreement to complete the Project shall be borne by the Grantee or private match partners.

Table 8 – Project Funding				
Task name/project component	Cost	Federal Share	Local Match	Percentage of total cost
Grade Crossing in-kind replacement	\$2,227,788	\$2,227,788	\$0	12.8%
Bridge repairs	\$695,750	\$296,602	\$399,148	4.0%
Tie replacement	\$11,389,759	\$4,855,529	\$6,534,230	65.7%
Ballast and roadbed	\$369,057	\$157,333	\$211,724	2.1%
Rail replacement, joint welding, and turnout work	\$951,694	\$405,713	\$545,981	5.5%
Surface, alignment, dressing	\$539,235	\$229,879	\$309,356	3.1%
Project management/Professional services	\$137,270	\$58,519	\$78,751	0.8%
Site preparation	\$362,000	\$154,323	\$207,677	2.1%
Contingencies	\$670,474	\$285,827	\$384,647	3.9%
Total Project Cost	\$17,343,027	\$8,671,513	\$8,671,514	100.0%
Federal Funds Received from Previous Grant	\$0			0%
Federal Funding Request	\$8,671,513			50%

Non-Federal Funding/Match	\$8,671,513	50%
Portion of Non-Federal Funding from the Private Sector	\$8,671,513	50%
Portion of Total Project Costs Spent in a Rural Area	\$17,343,027	100%
Pending Federal Funding Requests	\$0	0%

Project Estimate by Task

Table 9 - Project Cost Estimates and Funding Sources			
Description	Funding Source		Total Estimated Cost
	FRA FASTLANE	Grantee Match (provided by GFFR)	
Task 1: Professional Services	\$11,608	\$15,621	\$27,229
Task 2: Construction	\$8,327,167	\$8,208,116	\$16,535,283
Task 3: Project Management/ Project Closeout	\$46,911	\$63,131	\$110,042
Unallocated Contingency	\$285,827	\$384,647	\$670,473
Project Total	\$8,671,513	\$8,671,514	\$17,343,027

The Grantee will prepare the detailed Project budget as outlined in Task 1, which when approved by FRA, will constitute the approved Project budget. Some elements in Task 1 which are part of FD may be required to be completed by the contractors performing the work and submitted after the awards have been made. As such costs for are categorized under Task 2 in the analysis above. Revisions to the approved Project budget shall be made based on pricing received by scope of work and in compliance with Attachment 1 (Terms and Conditions) of the Cooperative Agreement. The Grantee will allocate expenditures, by Federal and matching shares, when seeking reimbursement from FRA. The total project contributions are detailed in Table 9.

Project Contributions

Table 10 - Project Contributions	
Funding Source	Project Contribution Amount
FRA Grant	\$8,671,513
Grantee Match (provided by GFFR)	\$8,671,514
Project Total	\$17,343,027

PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process, including all railroad owners, operators, and funding partners, including:

- Rail owner – OmniTRAX, Inc. (owns GFFR)
- Rail operators - GFFR
- Funding Partners – FRA, GFFR

PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress throughout the period of performance. The Grantee will:

- Participate in a project kickoff meeting with FRA;
- Complete necessary steps to hire a qualified consultants and contractors to perform required Project work;
- Conduct an grade crossing diagnostic review with all stakeholders involved; including FRA, FDOT and local DOT's, GFFR, etc.
- Hold regularly scheduled Project meetings with FRA;
- Inspect and approve work as it is completed;
- Review and approve invoices as appropriate for completed work;
- Perform Project close-out audit to ensure contractual compliance and issue closeout report;
- Submit all required Project deliverables to FRA;
- Coordinate with FDOT officials and GFFR to update USDOT's National Highway-Rail Crossing Inventory Form (new requirement as of March 2015). For more guidance, click on this link to access FRA's Guide for Preparing USDOT Crossing Inventory Forms (revised July 2016): <https://www.fra.dot.gov/eLib/Details/L16201>
- Comply with all FRA Project reporting requirements; and
- Provide FRA with the following information during the regularly scheduled Project meetings:
 - Summary of work accomplished and/or underway during previous project period

- **Status of Project by task breakdown and percent complete;**
- **Changes and reason for change in Project's scope, schedule and/or budget;**
- **Description of any Project issues, concerns, or identified risks and any proposed action plans or resolution since the immediately preceding progress report;**
- **Summary of work scheduled for the next progress period;**
- **Status of upcoming FRA deliverables; and**
- **Updated Project schedule.**

Appendix B

Appendix B begins on the following page

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1
STANDARD TERMS AND CONDITIONS

May 2018

SECTION I. ATTACHMENT OVERVIEW AND DEFINITIONS

This attachment is part of a Grant⁴ Agreement and contains the standard terms and conditions (henceforth referred to as "conditions") governing the execution of the Project and the administration of this Grant. The Agreement includes the cover sheet and all of the attachments. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee, as identified on this Agreement cover sheet, agrees to comply with these conditions and all applicable Federal laws and regulations, including those outlined in section IV of this document. Terms that appear frequently throughout the Agreement are defined below:

- a. **Agreement** means this Grant Agreement, including all attachments, and amendments.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted or approved by FRA or DOT.
- c. **Approved Project Budget** means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project. The term "Approved Project Budget" also includes "Financial Plan" as used in 2 C.F.R. § 200.308.
- d. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, per the organization's internal policies, procedures, or reporting structure, except actions otherwise provided for in this Agreement, such as amendments to the terms and conditions of the Agreement.
- e. **DOT** means the United States Department of Transportation, including its operating administrations.
- f. **Effective Date** means the earlier of the federal award date and the first date of the Project Performance Period.
- g. **Federal Contribution** means amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown under "Federal" in sections 9, 10 and 11 of the Agreement cover sheet.
- h. **Federal Funding Period** means the period that FRA provides funds under this Agreement as shown in section 5 of the Agreement cover sheet.
- i. **Federal Government** means the United States of America and any executive department or agency thereof.
- j. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.

⁴ The term "grant" is used throughout this document and is intended to reference funding awarded through a traditional Grant Agreement, as well as funding awarded to recipients through a Cooperative Agreement.

- k. Grantee** means the entity that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement. Also, referred to as the Recipient in 2 C.F.R. Part 200.
- l. Non-Federal Contribution** means any amount, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source, as shown under "Non-Federal" in sections 9, 10 and 11 of the Agreement cover sheet.
- m. Pre-Agreement Costs** has the same meaning as "pre-award costs" under 2 C.F.R. § 200.458.
- n. Project** means the task or set of tasks set forth in the Statement of Work, included in this Agreement as Attachment 2.
- o. Project Performance Period** means "period of performance" as defined in 2 C.F.R. § 200.77 and described in 2 C.F.R. § 200.309.
- p. Statement of Work** is on Attachment 2 to this Agreement containing a detailed description of the work the Grantee will complete with awarded grant funding, and including key dates, milestones, and the deliverables required to demonstrate progress toward Project completion.
- q. Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part hereof.

SECTION II. GENERAL

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is also governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOTs implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is entered into between FRA and the Grantee. FRA has primary responsibility for the administration of this Agreement, including funding disbursement to the Grantee, per the conditions contained in this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with conditions and other requirements.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA will provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. At a minimum, FRA will assign a Financial Analyst and a Grant Manager:

- a. **Financial Analyst.** At the time of award, FRA will provide the name and contact information for the Financial Analyst dedicated to this Agreement. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi invoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. **Grant Manager.** At the time of award, FRA will provide the name and contact information for the Grant Manager dedicated to this Agreement. The Grant Manager will serve as the

Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- c. **Regional Manager.** At the time of award, if applicable, FRA will provide the name and contact information for the Regional Manager dedicated to this Agreement. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- d. **Contact Information.** FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in the conditions of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Applicability of title 23, United States Code:

This grant provides funds authorized under 23 U.S.C. § 117; as such this grant is subject to the requirements in title 23, United States Code in Attachment 3. The Federal Highway Administration will assist FRA in providing technical assistance and in its oversight and administration of this grant, including through participation in monitoring/project delivery meetings with the Grantee as applicable.

4. Grantee Responsibility and Authority:

The Grantee affirms that it had or has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with

such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

5. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out and complete the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, grant guidance, the Application as applicable, the Approved Project Budget, the Statement of Work, Project schedules, and all applicable laws, regulations, and published policies.

- a. **Scope.** The Grantee shall furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project (as identified on the Agreement cover sheet and as set forth in the Statement of Work), in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. **Schedule.** The Grantee shall complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance end date.
- c. **Budget.** The Grantee shall complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
 - 1) **Project Costs and Funding Contributions.** The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution and the difference between the total actual Project cost and the Non-Federal Contribution. If the actual Project costs are less than the total estimated Project costs, then the Grantee may either:
 - (a) submit for approval a written proposal to use the difference between total estimated Project costs and the actual Project costs, for additional activities that are within the scope of this award, or if such proposal is not submitted or approved,

(b) submit for approval the reduced cost in their final reports documenting the reduction to the Federal Contribution by the difference between the total estimated Project costs and the actual Project costs, and refund any amounts owed to FRA as a result.

Notwithstanding the above, funds authorized under 23 U.S.C. § 117 may not exceed 60% of the total Project costs, and Total Federal Assistance may not exceed 80% of the total Project cost, consistent with 23 U.S.C. § 117(j).

- 2) **Non-Federal Contribution.** The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution, consistent with the Approved Project Budget and 23 U.S.C. § 117(j), and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items, consistent with the Property Standards in 2 C.F.R. Part 200, funded under this Agreement that it will own or control.
- 3) **Project Budget Detail.** The Grantee agrees to carry out the Project according to the Approved Project Budget included in the Statement of Work for this Agreement. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.

- e. **Pre-Agreement Costs.** Grantees must request approval of Pre-Agreement costs demonstrating purpose, amounts, whether they serve as cost-sharing or matching funds, and that they were incurred after the date of selection. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R. § 200.458 and 23 C.F.R. 1.9(b).

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee must ensure persons or entities that perform any part of the work under this Agreement, including Subrecipients, as defined in 2 C.F.R. § 200.93, or Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- (A) The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 See 2 C.F.R. § 200.101.
- (B) The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- (C) There shall be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. Successors and Assigns:

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. Execution:

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered shall be deemed an original.

9. Changed Conditions of Performance (Including Litigation):

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee

agrees first to inform FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

11. Right of FRA to Terminate:

The Grantee agrees that, upon written notice, FRA may suspend or terminate all or part of the financial assistance provided herein if the Grantee fails to meet the conditions and obligations specified under this Agreement, violates the terms of this Agreement, or if FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FRA to terminate this Agreement.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Grantee and concurred in by FRA before the termination date; to the extent those obligations cannot be canceled. However, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the financial assistance provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200 including those in 2 C.F.R. § 200.344, and any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION III. GRANT MANAGEMENT CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee shall submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee shall submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions shall be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee shall submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. The Grantee must report for the periods of: January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31, for the duration of Project Performance Period. The Grantee shall furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee must complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter.

15. Quarterly Federal Financial Reports:

The Grantee shall submit the Federal Financial Report (Standard Form 425) on the same schedule as the required progress report (listed above). Reports should be submitted online through GrantSolutions. Reports shall be submitted in accordance with the form's instructions. The final SF-425 is due within 90 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and shall ensure that data included in the report is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee shall submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must submit reports, no later than 90 days after the end of the Project Performance Period for this Agreement or FRA termination date.

17. Project Completion and Closeout:

- a. **Final Documentation.** As soon as the funded Project(s) are complete, the Grantee shall submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 90 days after the end of the Project Performance Period for this Agreement or FRA termination date.

- b. **Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee shall promptly remit that excess and interest as may be required by section 20(f) of this Attachment.
- c. **Closeout.** Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete, 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed, and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.344, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee shall comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.fsrs.gov/>.

19. Recipient Integrity and Performance Matters

- a. **General Reporting Requirement.** If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

- b. **Proceedings About Which the Grantee Must Report.**

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

2) Reached its final disposition during the most recent five-year period; and

3) Is one of the following:

- A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;
- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in subsection (b)(3) of this section;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
 - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures.

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

d. Reporting Frequency.

During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions.

For purposes of this section:

- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the Federal share of the funding under any Federal award with a Grantee ; and
 - The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

- a. **Request by the Grantee for Payment.** The Grantee's request for payment of the Federal Contribution of allowable costs shall be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMLA agreements, and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
- 1) Have demonstrated or certified that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by Federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
 - to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
 - to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the Non-Federal Contribution percentages authorized under this Agreement and 23 U.S.C. §117(j). The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.
 - 2) Have submitted to FRA all financial and progress reports required to date under this Agreement; and
 - 3) Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.
- b. **Reimbursement Payment by FRA.** Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment shall be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System, by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.
 - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement, (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)), and

(iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
 - 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;
 - 3) Be reasonable for the goods or services purchased;
 - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
 - 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
 - 6) Unless permitted otherwise by Federal status or regulation, conform to Federal guidelines or regulations and Federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.475.
 - 7) Be satisfactorily documented; and
 - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.
- d. Disallowed Costs. In determining the amount of disallowed costs, FRA will exclude:
 - 1) Any Project costs incurred by the Grantee, activities undertaken or work performed outside of the Project Performance Period, or amendment or modification thereof (whichever is later), unless specifically authorized by FRA in

writing, allowed by this Agreement, or otherwise permitted by Federal law or regulation;

- 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
- 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the Federal Government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

- e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. Requirement to Remit Interest. The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the Government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

- a. Project Accounts. The Grantee shall establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303 and 200.305.
- b. Funds Received or Made Available for the Project. Grantees other than states shall follow the provisions of 2 C.F.R. § 200.305(b)(7) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States shall follow the provisions of 2 C.F.R. §200.305(a).
- c. Documentation of Project Costs and program income. All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be

supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee shall also maintain accurate records of all program income derived from Project implementation.

- d. Checks, Orders, and Vouchers. The Grantee shall ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the conditions established in this Agreement. Records of program income should be maintained consistent with Section 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

- a. **Grantee Assistance.** Grantees must comply with the governance referenced in section 43(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 et seq., and related laws and regulations and historic preservation under the National Historic Preservation Act (NHPA), 54 U.S.C. § 300101 et seq., and other related laws and regulations. In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** If this Agreement funds environmental reviews under NEPA, the Grantee may not expend any of the funds provided in this Agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed.
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision completed for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g. any commitments included in a Memorandum of Agreement executed pursuant to section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). FRA may take the appropriate corrective action upon receiving such notice, including identifying substitute mitigation measures or otherwise revising its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following conditions apply to property, equipment, and supplies funded under this Agreement:

- a. **General Federal Requirements.** The Grantee will comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations that are issued. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee shall use Project real property, as defined by 2 C.F.R. § 200.85, in accordance with the Property Standards of 2 C.F.R. § 200.211. Notwithstanding, 2 C.F.R. § 200.313, the Grantee shall comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. **Transfer of Project Property, Equipment or Supplies.** The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. **Withdrawn Property, Equipment or Supplies.** If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. **Encumbrance of Project Property or Equipment.** Unless expressly authorized in writing by FRA, the Grantee agrees not to:
 - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
 - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee shall refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq. and U.S.DOT regulations, Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition Project.

27. Procurement:

- a. **Federal Standards.** The Grantee may acquire property, goods or services in connection the Project. The Grantee, if a State, shall use its own procurement procedures that reflect applicable state laws and regulations, as long as the Grantee conforms to 2 C.F.R. § 200.317. If the Grantee is a subrecipient of a State, it shall follow such policies and procedures allowed by the State when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. If the Grantee is not a State or a subrecipient of a State, it shall comply with 2 C.F.R. §§ 200.318 – 200.326, and applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. **CCargo Preference** -- Pursuant to U.S. DOT, Maritime Administration regulations, 46 C.F.R. Part 381
 - 1) **Use of United States-flag vessels:**
 - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
 - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

2) The Grantee shall insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

"Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.**
 - 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.**
 - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."**
- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:**
- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and**
 - 2) express said amount as a percentage of the total costs of the planned acquisition.**
- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government- wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.**
- e. Reserved.**

28. Rights in Intangible Property:

- a. **Title to Intangible Property.** Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. §200.313(e).
- b. **Copyright.** The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- c. **Patents.** The following provisions will apply to patents under this Agreement:
 - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements".
 - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.
- d. **Research Data.** For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and

2) Authorize others to receive reproduce, publish, or otherwise use such data for Federal Government purposes.

- e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The "Federal awarding agency" is FRA, and the "non-Federal entity" is the Grantee for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

- a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
 - 2) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
 - 3) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the three-year period, records must be retained until completion of the action and resolution of issues or the end of the three-year period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

32. Audit and Inspection.

- a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to

inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on the premises of the Grantee or subrecipient under this Agreement, the Grantee shall provide, and shall require its subrecipients to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

Other Legislative and Regulatory Provisions

36. Reserved.

37. Ethics:

- a. **Standards of Conduct.** The Grantee shall maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by Federal Contribution provided through this Agreement. The code or standards shall provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or

other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.

- 1) **Personal Conflict of Interest.** The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 2) **Organizational Conflicts of Interest.** The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- b. **Existing Codes or Standards.** This section does not require the Grantee to implement a new code or standards of conduct where a State statute, or written code or standards of conduct, already effectively covers all of the elements of Section 37(a) of this Attachment.

38. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Public Health Service Act of 1912 (42 U.S.C. §§ 290dd through 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin,

or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the Grantee.

39. Americans With Disabilities Act:

The Grantee agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active System for Award Management (SAM) Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee shall not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a State that already has enacted legislation regarding texting while driving, that State's law controls and the requirements of this section will not apply to or be a part of this Agreement.

SECTION IV. GOVERNING LAWS AND REGULATIONS

43. Governing Laws and Regulations:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance shall be governed by and in compliance with this Attachment, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT's implementing regulations at 2 C.F.R. part 1201.
- b. Application of Federal, State, and Local Laws and Regulations.
 - 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Grantee agrees to include in all subawards and contracts financed with FRA assistance under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.
 - 2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable State or territorial law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project as soon as possible.
- c. Environmental Protection. The Grantee will ensure that all work conducted under this Agreement complies with applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to, the National Environmental Policy Act (NEPA) (42 U.S.C. 4332)(NEPA) and its implementing regulations (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering

Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013), section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. 300101 et seq.) and its implementing regulations (36 C.F.R. Part 800), Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), section 114 of the Clean Air Act (42 U.S.C. 7414), and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

- d. Fixing America's Surface Transportation Act, section 1105 (23 U.S.C. § 117).

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