

**TOWN OF BRIGHTON TOWN BOARD
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
MEETING AGENDA**

**Meeting Date: Wednesday, January 15, 2019 (3:30 p.m.)
Location: Downstairs Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the January 2nd, 2019 meeting.
2. Accept 2019 Federal Railroad Administration Pilot Test Program Grant (Police Dept.) – Request from Chief Mark Henderson for Town Board action to accept the 2019 Federal Railroad Administration Pilot Test Program Grant in the amount of \$4,000; and further to authorize the Supervisor to sign all related documents for this grant. Also Town Board action requested to amend the 2019 budget as follows:

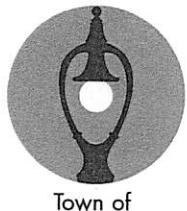
To revenue line A.POLCE.3120.4589	Federal Aid	\$4,000
to expense line A.POLCE.3120.1.30	Overtime	\$4,000

This grant will cover the wages as related to performing rail trespassing enforcement related activities (see letter from M. Henderson).
3. Declare certain Highway vehicles and equipment as surplus for disposal at auction or as junk (radios only) (Highway Dept.) – Request from Tim Anderson for Town Board action to declare three Highway vehicles as surplus to be disposed at the May 2019 Roy Teitsworth Municipal Auction; and one radio system as junk to be disposed of (electronic recycling). All items are identified in the attached communication (see letter from T. Anderson).
4. Authorization to renew/extend contract for 2019 Town Arborist Services with The F. A. Bartlett Tree Expert Company (Public Works Dept.) – Request from Chad Rosco for Town Board action to authorize and approve a one-year contract renewal/extension with The F.A. Bartlett Tree Expert Company for 2019 Town Arborist Services. Amount of the contract has increased by 3% over the 2018 year and will not exceed \$3,500 (see letter from C. Roscoe).
5. Acceptance of Wind Storm Recovery Support – SAM Grant #15699 in the amount of \$25,000 (Highway/DPW Depts.) – Request from Mike Guyon for Town Board action to accept the State and Municipal Facility Program Grant (SAM) in the amount of \$25,000 for Wind Storm Recovery Support and further to authorize the Supervisor to execute all related documents. The Dormitory Authority of the State of New York (DASNY) administers the SAM grants for the State of New York (see letter from M. Guyon).
6. Award contract for 2019 Bucket Truck Rental with Qualified Operator (Public Works Dept.) – Request from Mike Guyon for Town Board action to award a contract for the rental of a bucket truck with qualified operator to the lowest responsible bidder, The F.A.Bartlett Tree Expert Company at an hourly rate of \$136.50. The total contract in an amount not to exceed \$32,760 for 240 hours of service (see letter from M. Guyon).

7. Appointment to the Geographic Information System Analyst position (Public Works Dept.) – Request from Mike Guyon for Town Board action to approve the appointment of the GIS Analyst position effective date to be determined at an annual salary of \$45,845.80 as set on the Non-represented Employee Salary Schedule Group 4, Step 1. This appointment is provisional contingent on the successful passing of the Monroe County Civil Service exam AND the successful completion of the 52 week probationary period with the Town (see letter from M. Guyon).
8. Authorization to renew/extend contract for 2019 with Holfoth Risk Management for Independent Risk Management Services (Finance Dept.) – Request from Paula Parker for Town Board action to authorize and approve a one-year contract renewal/extension with Holfoth Risk Management for Independent Risk Management Services. The hourly rate has increase from \$130/hour to \$135/hour or 3.8%. Total amount of contract will not exceed \$10,000 as reflected in the 2019 Adopted Town Budget (see letter from P. Parker).

The **next regularly scheduled meeting of the FASC will be held on TUESDAY, February 5, 2019 at 3:30 p.m.** in the Stage Conference meeting room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

****AS PER THE REGULAR SCHEDULE****



Town of
Brighton

Brighton Police Department

2300 Elmwood Avenue
Rochester, New York 14618
(585) 784-5150

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Mark T. Henderson
Chief of Police

January 10, 2019

Honorable Town Board
Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

**RE: 2019 FEDERAL RAILROAD ADMINISTRATION PILOT TEST PROGRAM
GRANT**

Dear Board Members:

In April 5, 2018 I communicated to you that we were seeking approval to apply for a Federal Railroad Administration Pilot Test Program. I have been informed that we were awarded a \$4,000.00 grant.

I hereby request that the Town Board accept the grant in the amount of \$4,000 from the Federal Railroad Administration in order to perform rail trespassing enforcement related activities and to report these activities to the Federal Railroad Administration.

I am also requesting Town Board action to amend the 2019 Police Department budget to increase appropriations in Overtime Wages (**A.POLCE.3120 1.30**) by \$4,000 to be fully supported by an increase in Federal Revenues (**A.POLCE.3120 4589**) to be received from the Federal Railroad Administration.

Respectfully,

Mark T. Henderson
Chief of Police

April 5, 2018

Honorable Town Board
Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

**RE: Federal Railroad Administration- Pilot Grant Program
Grant Application**

Dear Board Members:

I hereby request that the Town Board allow the Police Department the opportunity to pursue a grant application to the Federal Railroad Administration “Pilot Grant Program” that assists communities at risk for rail trespassing related incidents and fatalities.

The objective of this program is to evaluate the effectiveness of funding local law enforcement activities intended to reduce trespassing on railroad right of ways. According to the grant application “*funded agencies will perform rail trespassing enforcement related activities and report those activities and associated benefits to the Federal Railroad Administration.*”

I further request that if our grant application is accepted, that the Supervisor be authorized to enter into an agreement with the Federal Railroad Administration pursuant to the grant terms and conditions.

Respectfully,

Mark T. Henderson
Chief of Police



Chris Wagner <chris.wagner@townofbrighton.org>

Notice of Grant Award (NGA) Law Enforcement Strategies - Town of Brighton

1 message

Adams, Moshe (FRA) <moshe.adams@dot.gov>

Mon, Oct 1, 2018 at 12:00 PM

To: Chris Wagner <chris.wagner@townofbrighton.org>

Cc: "Grizkewitsch, Michail (FRA)" <michail.grizkewitsch@dot.gov>, "Bedini Jacobini, Francesco (FRA)"

<Francesco.Bedini@dot.gov>

Hello Chris,

Congratulations! Please find the attached NGA for the Town of Brighton's Law Enforcement Strategies federal award of \$4,000. (The NGA has a ridiculously long name – 69A36518500280LELNY... you can refer to it as FR-LEL-0007 or by the name above) Mike and/or Francesco will be following up with you regarding your Deliverables (Project Work Plan and Pre-Project Report).

I have also attached PDF documents on the following:

- Davis-Bacon Act – all grantees are required to comply. Please contact Betty.Sorrells@dot.gov with any questions.
- Disadvantaged Business Guidance – FRA must have a copy of this from you within 60 days of grant obligation. Please contact Calvin.Gibson@dot.gov with any questions.
- FRA Grant Highlights – Key information on how to manage your grant
- Grantee Accounts in Grant Solutions – describes the different types of permissions that are available through Grant Solutions.

Please let me know if you have any questions. We look forward to working with you!

Thank you,

Moshe

Mr. Moshe Adams

United States Department of Transportation

Federal Railroad Administration

1200 New Jersey Avenue, S.E. (W36-430)

Washington, DC 20590

Desk: (202) 493-0058

5 attachments

 The Davis-Bacon Act_100215.pdf
430K

2d

 **DBE Grantee Guidance.pdf**
280K

 **FRA Grant Highlights - September 2018.pdf**
553K

 **Grantee Accounts in Grant Solutions.pdf**
91K

 **69A36518500280LELNY (FR-LEL-0007-18-01-00).pdf**
1571K

2e



Chris Wagner <chris.wagner@townofbrighton.org>

FRA Reducing Trespassing Pilot Grant

1 message

Chris Wagner <chris.wagner@townofbrighton.org>

Mon, Sep 10, 2018 at 4:36 PM

To: Mark Henderson <mark.henderson@townofbrighton.org>

Cc: Mike DeSain <mike.desain@townofbrighton.org>, David Catholdi <david.catholdi@townofbrighton.org>

Chief,

I was notified by Michail Grizkewitsch, Federal Railroad Administration, that the department's application for the Law Enforcement Strategies for Reducing Trespassing Pilot Grant Program (FY 2018), was awarded to the department. The amount of the grant is four thousand dollars, non matching. The grant period is extended for a year, until October 2019. I was part of a conference call today and they need a "Description of Work", on how the department will implement the grant. During the application process I used the following as a guide as to how the town would implement the grant:

The officers would work a four hour window together, one day a week, checking the railways in the area and adjacent areas, with specific attention to the "hot spots". The times would vary week to week from late morning / early afternoon, to late afternoon / early evening. The eight week project would start on a Sunday and end on a Saturday, moving forward one day each week, so that each day of the week is covered once during the length of the project. Towards the end of the project, one of the days would be used by the officers to conduct a power point presentation to the residents at an independent living facility in the area, the Legacy at Clover Blossom, and to Mercy High School, explaining the dangers of trespassing on the railroad tracks and in the area of the railway. The project would consist of approximately 64 hours of work, 8 hours a week for 8 weeks.

I was advised that they need the SOW, Statement of Work, completed ASAP, in the next couple of weeks. I was told once they get the final pieces of information, they will complete the final grant proposal. They also said that there will be a formal grant kickoff initiative scheduled later. I would like to discuss how you would like me to proceed with the completion of the statement of work.

Respectfully,

Christopher G. Wagner

Christopher G. Wagner
Lieutenant
Brighton Police Dept
2300 Elmwood Ave
Rochester, NY 14618
585 784-5197 (desk)
585 784-5141 (fax)



U.S Department of Transportation

Federal Railroad Administration

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Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS BRIGHTON, TOWN OF 2300 Elmwood Ave Rochester, NY 14618-2145		2. AGREEMENT NUMBER: 69A36518500280LELNY		3. AMENDMENT NO. 0	
		4. PROJECT PERFORMANCE PERIOD: FROM 10/01/2018		TO 12/31/2019	
		5. FEDERAL FUNDING PERIOD: FROM 10/01/2018		TO 12/31/2019	
1A. IRS/VENDOR NO. 166002187		6. ACTION New			
1B. DUNS NO. 055112411					
7. CFDA#: 20.301		TITLE	FEDERAL	NON-FEDERAL	TOTAL
8. PROJECT TITLE Reduce Railroad Trespassing in the Town of Brighton		9. PREVIOUS AGREEMENTS	0.00	0.00	0.0
		10. THIS AGREEMENT	4,000.00	0.00	4,000.0
		11. TOTAL AGREEMENT	4,000.00	0.00	4,000.0

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

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Consolidated Appropriations Act, 2016 (Public Law 114-113, December 18, 2015)

14. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL		
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Christopher Wagner		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL Jamie Rennert Director, Office of Railroad Policy & Development		
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed		16A. DATE 09/28/2018	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL Electronically Signed	18A. DATE 09/28/2018
AGENCY USE ONLY				

19. OBJECT CLASS CODE: 41010		20. ORGANIZATION CODE: 9011000000	
21. ACCOUNTING CLASSIFICATION CODES DOCUMENT NUMBER FUND BY BPAC AMOUNT FR-LEL-0007-18-01-00 27X0745016 2018 1613GCTOE0 4,000.00			

AWARD ATTACHMENTS

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BRIGHTON, TOWN OF

FR-LEL-0007-18-01-00

- 1. Standard Terms and Conditions, Attachment 1**
- 2. Statement of Work, Attachment 2**

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DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1

STANDARD TERMS AND CONDITIONS

January 2017

SECTION I. ATTACHMENT OVERVIEW AND DEFINITIONS

This attachment is part of a Grant¹ Agreement package 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.
- 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.
- 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. **Federal Government** means the United States of America and any executive department or agency thereof.
- g. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- h. **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.
- i. **Project** means the task or set of tasks set forth in the approved Application which the Grantee carries out pursuant to this Agreement, as set forth in the Statement of Work, included in this Agreement as Attachment 2.

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.

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j. **Statement of Work.** An attachment 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.

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 CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the parties. 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
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it has the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project identified in its Application, and that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the application, 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.

4. 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, 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), 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 and funding period specified on the Agreement cover sheet. Unless sooner terminated in accordance with its terms, this Agreement shall be valid for the period described on the Agreement cover sheet. This time frame includes the period for both completion of the Project, and completion and submission of a final report on Project results, as described in these conditions and/or other deliverables as agreed to between the parties.
- 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 total estimated Project cost, the FRA funding contribution, and the Grantee matching funds contribution 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 to the Agreement. FRA will fund the Project at the lesser of the Federal amount documented in sections 9 through 11 of the Agreement cover sheet or the FRA percentage of total Project cost, as reflected in sections 9 through 11 and specifically identified in the Statement of Work.
 - 2) The Grantee is responsible for completing the Project, including providing the Grantee funding match, if any, as identified in sections 9 through 11 of the Agreement cover sheet, and any other funds necessary for completing the Project. The Grantee affirms that it has sufficient funds available for that portion of the Project costs that are not paid by the Government. 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 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.
- d. Pre-agreement Costs. If FRA approves pre-agreement costs, as indicated in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the project performance 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.

- e. Funds of the Grantee. Unless approved otherwise by FRA, the Grantee shall complete all actions necessary to provide the proportional, required matching contributory funds or cost share of the Project costs, if applicable, at or before the time that such funds are needed to meet Project expenses.

5. Grant Amendments:

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 shall include provisions to carry out the purposes of this Agreement in all subrecipient and contractual agreements with persons or entities that perform any part of the work under this Agreement. There shall be provisions for a further flow down of such requirements to each subsequent subrecipient, 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 parties in several individual identical copies, each of which 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. No FRA Obligations to Third Parties:

Absent FRA's express written consent, and notwithstanding any concurrence by FRA in, or approval of, the award of any subaward, contract of the Grantee, subcontract of the Grantee, or the solicitation thereof, FRA shall not be subject to any obligations or liabilities to subrecipients, contractors or subcontractors or any other person not a party to this Agreement in connection with the performance of the Project.

11. 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.

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 under which the Project is authorized or funded would not be adequately served by continuation of Federal financial assistance 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 Federal assistance funds 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 FRA funds provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion.

Expiration of any Project time period established for this Project does not, by itself, constitute an expiration or termination 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, requiring reporting of all transactions, including Federal cash, Federal expenditures and unobligated balance, recipient share, and program income. 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. All closeout activities, including submission and review of Reports, must be completed 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, 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. Project closeout is complete when all required Project work and all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed, and when FRA notifies the Grantee of closeout and forwards the final Federal assistance payment 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 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. § 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 period of performance of this Agreement, 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 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 recipient cost share or match; 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 share 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 assistance payment, the Grantee must:
 - 1) Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Grantee required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
 - to refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
 - to refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The phasing or expenditure rate of contributory matching funds or cost share may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA, and may not modify the agreed-upon matching funds requirement set forth in this Agreement.
 - 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. FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred, after the submission of complete and accurate invoices. 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, listed on the Agreement cover sheet. 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 funds 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 FRA's share of the total Project funding.

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 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 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) after the effective date of this Agreement and prior to the end date of the Agreement, 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 Federal assistance, FRA will exclude:

- 1) Any Project costs incurred by the Grantee before the obligation date of this Agreement, or amendment or modification thereof (whichever is later), unless specifically allowed by this Agreement, otherwise permitted by Federal law or regulation, or unless the FRA Financial Analyst states in writing to the contrary;
- 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 funds 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 assistance funds 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 FRA funds 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

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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.** Non-Federal 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. Program income not deducted from total allowable costs may be used only for the purposes and under the conditions established in 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. **Use of Property, Equipment and Supplies.** 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.
- b. **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 requirement must be specifically approved by FRA in writing.
- c. **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.
- d. **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.

- e. 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.
- f. 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.
- g. 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 a variety of 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 not 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. **Cargo Preference – Use of United States-Flag Vessels.** Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. Part 381, 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. As required by 46 C.F.R. Part 381, 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 funds 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. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- 1) The Grantee agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses, and (b) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement.
- 2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.
- 3) The Grantee must provide FRA a plan, using guidance provided by FRA, for incorporating the above best practice into its implementation of the Project within 60 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements, in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.

28. Rights in Intangible Property:

- a. Definition. The term "intangible property", as defined in 2 C.F.R. § 200.59, means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).
- b. Title to Intangible Property. Intangible property 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).

- c. 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.
- d. 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.
- e. Research Data. For any research data (as defined in 2 C.F.R. 200.315(e)) 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.
- f. 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 must appear in any Grantee publication developed under a research and development grant, or any other product as directed by FRA, whether copyrighted or not, based on or developed under the Agreement, in the

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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 submission of the final Federal Financial Report (SF-425), 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 Federal funds if the FRA determines, after consultation with the Grantee, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed by the Grantee that were originally paid pursuant to this Agreement.

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. Buy America/Buy American:

The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to Buy America or Buy American requirements depending on the source of the funding for the funded Project.

The Grantee understands that one or both of the following clauses may apply to the Project. The Grantee must confirm the applicable clause(s) with the Grant Manager prior to purchasing steel, iron or manufactured goods under this Agreement:

- a. **Buy America.** The Grantee shall comply with the Buy America provisions set forth in 49 U.S.C. §24405(a) for the Project requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions therein set forth.
- b. **Buy American.** The Grantee shall comply with the Buy American provisions set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Grantee also represents that it has never been convicted of violating the Buy American Act

nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

Additional guidance on compliance with the Buy America and Buy American requirements is found on the FRA's internet page at: <http://www.fra.dot.gov/Page/P0185>.

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 funds 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 Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - The employee, officer, board member, or agent;
 - Any member of his or her immediate family;
 - His or her business partner; or
 - An organization that employs, or is about to employ, any of the above.
 - 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 a.

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 of 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) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), 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. GOVERNANCE

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 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 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), 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

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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).

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ATTACHMENT 2

STATEMENT OF WORK

Town of Brighton

Reduce Railroad Trespassing in the Town of Brighton

FY18 Law Enforcement Strategies for Reducing Trespassing Pilot Grant Program

I. BACKGROUND

Research and development funding for this Agreement is provided in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, 129 STAT. 2242, 2853 (2015)¹ and the Consolidated Appropriations Act, 2018, Pub. L. 115-141, (2018)², totaling \$196,357 to be awarded by the Federal Railroad Administration (FRA) under the Law Enforcement Strategies for Reducing Trespassing Pilot Grant Program of which \$4,000 is made available for this Agreement. After a Notice of Funding Opportunity issued on February 22, 2018, the Town of Brighton, NY (Grantee) submitted an application requesting \$4,000 to develop and implement an enforcement strategy to address railroad right-of-way (ROW) trespassing on CSX Railroad in the Town of Brighton, NY as stated in the Description of Work below (Project). On September 4th, 2018, FRA announced that the Town would receive up to \$4,000 for the Project. The maximum Federal share of the Project is 100 percent.

The Grantee produces data related to railway trespassing and the detrimental consequences of trespassing, to include injuries and deaths. This data is primarily produced from trespass violation reports and injury/death investigations. While this information is, valuable and can be used to direct enforcement efforts, the Grantee believes that there are additional, frequent trespassing violations and related “near misses” which go undetected due to the inability to observe happenings in and around the railway more frequently and the current limited capacity to provide comprehensive enforcement. As a result, frequent trespassing has caused serious injuries and deaths. Statistical data provided by the Grantee confirms that frequent trespassing has resulted in death and injury along the Project.

II. OBJECTIVE

The Grantee will develop and implement a comprehensive enforcement strategy to address railway trespassing and the related detrimental consequences caused by railway trespassing in the Town of Brighton, NY. The Project will incorporate data production and targeted enforcement.

III. PROJECT LOCATION

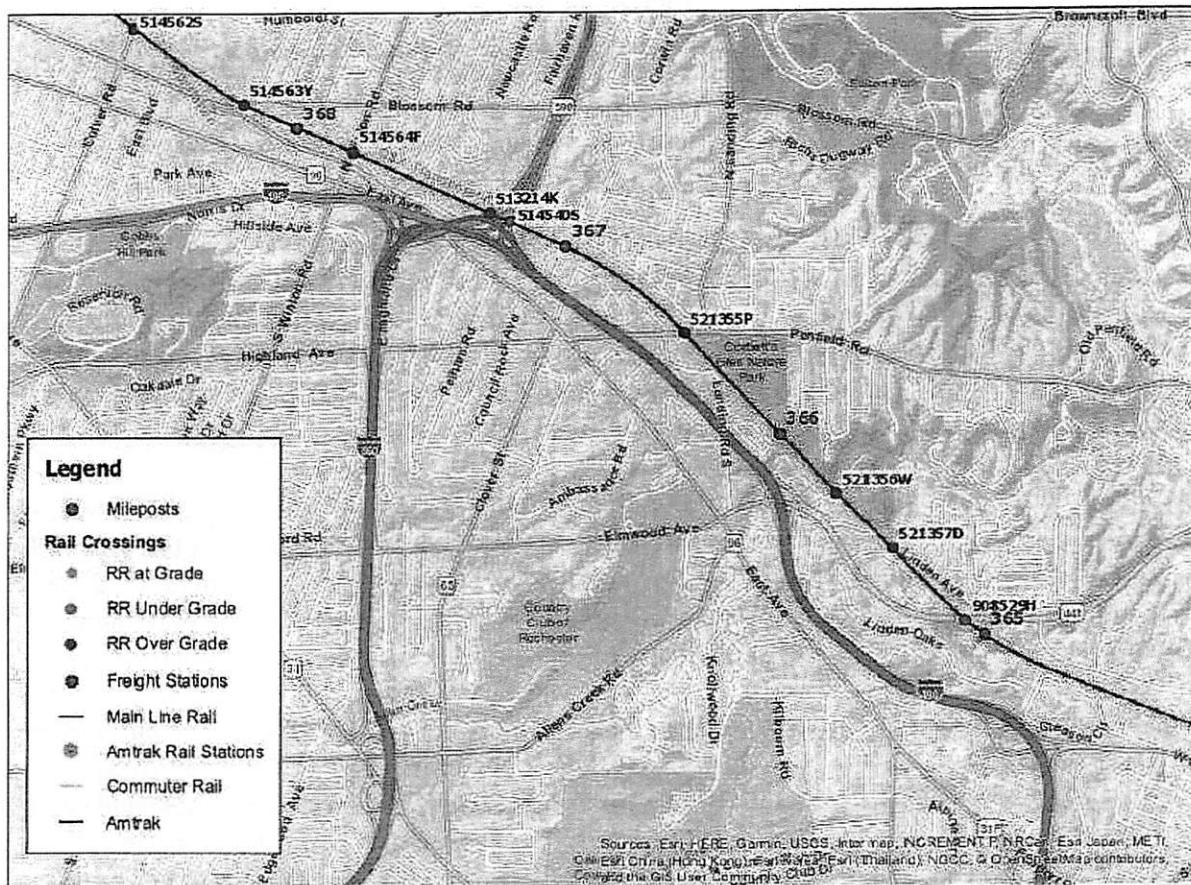
The Town of Brighton, NY is located within Monroe County NY. The town spans 15.58 square miles. The area of interest of this project will be in the Town of Brighton, along the 1.6 miles of FRA regulated track. All work will take place within Town limits.

¹ \$150,000 out of \$39,100,000.

² \$46,357 out of \$40,600,000.

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Railway in Brighton



IV. DESCRIPTION OF WORK

Task 1: Detailed Project Work Plan, Budget, and Schedule

The Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule (PWP) for the grant tasks, which may result in a revised Statement of Work. The PWP will describe, in detail, the activities and steps necessary to complete the tasks outlined in the Statement of Work. The PWP will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the PWP will include the Project schedule (with grantee and agency review durations) and a detailed Project budget. The PWP will be reviewed and approved by the FRA. The Grantee agrees that work on subsequent tasks will not commence until the PWP has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule

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Task 2: Pre-Project Report

The purpose of this task is to describe the existing safety risk posed by rail trespassing in the Town of Brighton using data and/or supporting information. The Grantee will prepare a Pre-Project Report detailing the extent of trespassing on railroad ROW in the Town of Brighton. The Pre-Project Report will include:

- Trespass-related activity data for 1 year prior to the start of enforcement activities under this Agreement. The data set should log individual incidents and be specific to the area covered by enforcement activities in this Agreement. Examples of acceptable data sets include police logs, dispatch call logs, and railroad reports. This data shall be provided in an electronic spreadsheet or database format.
- Previous level of effort for rail trespass enforcement. If the city has been conducting rail trespass enforcement or patrols, provide, to the extent possible, dates of activity, number of officers, labor hours/cost, locations, and number of contacts/warning/citations.
- Hot spot analysis. If the applicant is focusing the enforcement activities at specific locations, it will provide FRA with the underlying data that was used to identify the locations.

Grantee agrees that work on the subsequent tasks will not commence until the Pre-Project Report is provided to FRA and FRA provides a notice to proceed.

Task 2 Deliverables:

- Pre-Project Report

Task 3: Rail Trespass Enforcement Activities

Task 3.a: The Grantee will conduct enforcement activities along railroad ROW in the Town of Brighton. This will consist of two officers working together in four-hour blocks patrolling the railroad ROW within the city during the highest frequency of trespassing. The patrols will increase during the spring 2019 through fall 2019, focusing on warm weather months with higher occurrences of trespassers.

Task 3.b: The Grantee will complete activity reports detailing the enforcement activities performed by the Grantee.

The monthly activity reports will include:

- Date, time, number of officers, location and description of enforcement activity;
- Justification or reason for selected enforcement activity;
- Number of contacts (encounters with trespassers, issuance of a warning or citation);
- Number of warnings and/or citations issued; and
- The deterrence effect of such activities and method for measuring such deterrence.

If addressing trespassing as a result of homelessness:

- Number of calls to social services;
- Number of encampments removed and location; state of location in subsequent patrols; and
- Number of trespassers that are repeat offenders.

If using artificial intelligence, cameras, drones, etc. to identify trespassing occurrence,

- Number of images captured or hours of feed;
- Number of alerts to trespassing activity; and
- Number of alerts on which action was taken (patrols to location).

These task deliverables shall be provided monthly for the Project Performance Period of the Project and are due during the first week of the preceding month.

Task 3 Deliverables:

- Monthly activity report

Task 4: Final Reports

The Grantee will submit the Final Performance Report and all other required final reports, which must be submitted within 90 days of the end of the Project Performance Period. 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's objectives and milestones.

Task 4 Deliverables:

- Final Performance Report

V. PROJECT SCHEDULE AND DELIVERABLES

All work will be for an approximate 6 month period within the Project Performance Period stated on the cover sheet. Grantee will develop the detailed 6-month schedule as part of Task 1 Project Work Plan. The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction in order to be authorized for funding reimbursement and for the Project to be considered complete. 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.

<u>Task #</u>	<u>Deliverable Name</u>	<u>Due Date</u>
1	Project Work Plan	Within 30 Days of award obligation date
2	Pre-Project Report	Before commencement of

		enforcement activities
3	Monthly Activity Report	Monthly throughout the Project Performance Period
4	Final Performance Report	90 day after end of Project Performance Period

VI. PROJECT ESTIMATE/BUDGET

The total estimated cost of the Project is \$4,000, for which the FRA grant will contribute up to 100% of the total cost, not to exceed \$4,000. Any additional expense required beyond that provided in this grant to complete the Project shall be borne by the Grantee.

Project Estimate by Task

Task #	Task Name	Total Cost
1	Project Work Plan	\$ 0
2	Pre-Project Report	\$ 0
3	Monthly Reports	\$ 0
4	Enforcement Activities	\$ 4,000
Total Project Cost		\$4,000

Project Estimate Contributions

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
FRA Grant	\$4,000	100%
Grantee	\$0	0%
Total Project Cost	\$4,000	100%

VII. PROJECT COORDINATION

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

- CST Transportation
- FRA

VIII. 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 through regular meetings scheduled throughout the Project Performance Period. The Grantee will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- 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, if required, to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for change in project's scope, schedule and/or budget
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
 - e. Updated Project schedule
- Participate in a closeout meeting with FRA



Highway Department

Commissioner of Public Works – Michael Guyon, P.E.

Tim Anderson
Deputy Highway
Superintendent

January 10, 2019

Honorable Finance Committee
Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14618

Re: Authorize Disposal of Equipment

Honorable Members:

I recommend the disposal of certain Highway equipment as listed below. The items listed are no longer needed or able to support departmental operations.

2002 Chevy Cube Truck	Asset #203212
2003 Ford 1TN Dump Truck	Asset #D59024
2005 International Dump Truck	Asset #104804
Motorola MT500 2 Way Radio & Charger	Asset #02165

I further recommend that I be authorized to dispose of the trucks through Roy Teitsworth, Inc. at a municipal auction scheduled for May of this year or through one of their on line auctions. The two way radio listed has no remaining value and/or no longer serviceable and should be disposed of as junk.

Sincerely,

Timothy J. Anderson
Deputy Highway Superintendent

Cc: B. Monroe
P. Parker
M. Guyon
A. Banker



Town of
Brighton

Public Works Department

Commissioner of Public Works – Michael Guyon, P.E.

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Chad Roscoe
Junior Engineer

1/2/2019

The Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618

Re: 2019 Town Arborist Contract Extension

Dear Councilperson DiPonzo and Committee Members:

Pursuant to prior authorization in 2017, the Department of Public Works would like to renew the current contract with The F.A. Bartlett Tree Expert Company for an additional twelve month period. I am requesting that FASC recommend to the Town Board to approve the extension of the contract based upon the prices submitted from The F.A. Bartlett Tree Expert Company. (see attached).

With the proposed adjustment to all items, DPW considers that the overall increase from last year's prices to this year's is well within reason. The increase comes in at 3% from last year. The approved 2019 budget has funds available in the A.DPW.8560.4.49 account, which is not to exceed \$3,500.

As always, thank you for your consideration. In the event that you have any questions regarding this matter please contact me.

Sincerely,

Chad Roscoe
Junior Engineer, DPW
Town of Brighton

Cc: P. Parker
T. Anderson
M. Guyon
B. Monroe



THE F.A.BARTLETT TREE EXPERT COMPANY

1290 E. MAIN STREET, P.O. BOX 3067, STAMFORD, CT 06905-0067

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Mr. Michael Guyon, P.E. Commissioner of Public Works
c/o Chad Roscoe, Junior Engineer, DPW
Public Works Department
Brighton Town Hall
2300 Elmwood Avenue
Rochester, New York 14618

December 10, 2018

Dear Commissioner Michael Guyon, P.E.:

The F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) is pleased to submit this proposal:
FOR THE PROVISIONS OF PROFESSIONAL SERVICES IN THE CONDUCT OF DETAILED
EVALUATIONS, WHEN AND WHERE ORDERED, OF THE STREET TREES IN CALENDAR YEAR 2018
FOR THE TOWN OF BRIGHTON NEW YORK.

Work Specification:

A professional Bartlett Inventory Regional Inventory Arborist with the International Society of Arboriculture (ISA) Certified Arborist certification and ISA Tree Risk Assessment Qualification will perform this project.

This basic tree inventory and visual inspection service will include a summary in the management plan stating tree risk potential and recommendations for mitigating the risks associated with certain trees.

Such recommendations may include; the need for a more in-depth evaluation, structural inspection of the tree trunk, further inspection of roots/root flare, aerial inspection of the tree, pruning, installation of structural support systems, installation of lightning protection systems, soil management, pest management, or the need for tree removal. Physical tagging of each tree.

Schedule of Work:

Bartlett Tree Experts will perform the above referenced visual tree inspection service in a safe, professional manner. A separate proposal will be submitted for all recommended work. Bartlett Tree Experts will coordinate all job planning and scheduling, equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of this inspection service. Data collection and inspection can occur within 30 days of receiving a signed proposal. Delivery of a management plan and inventory will occur within 6 weeks of completion of the data collection and inspection.

Condition of Proposal:

Prior to conducting the visual inspections, the owner must recognize that evaluating the potential for tree risk and failure is not an exact science. While many factors will be considered during such an inspection including the extent of any defects, the species of tree, the tree characteristics, and environmental conditions, the owner must understand that all trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. The purpose of this inspection is to help the owner understand which trees appear to possess a higher degree of likelihood or potential for failure based on accepted industry practices; it is not meant to declare any tree to be "safe" or unlikely to be hazardous.

As such, the Owner should not infer that any tree not identified as having a high or moderate degree of potential for failure is "safe" or will not fail in any manner.



THE F. A. BARTLETT TREE EXPERT COMPANY

1290 E. MAIN STREET, P.O. BOX 3067, STAMFORD, CT 06905-0067

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All recommendations made by Bartlett Tree Experts will be based on the defects which are present and detectable at the time of the inspection, and the commonly accepted industry practices for reducing or minimizing the risks associated with the trees.

Bartlett Tree Experts can make no guarantees or warranties of any kind that all defects will be detected, nor can Bartlett Tree Experts accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was inspected or not. Therefore, to the fullest extent permitted by law, the Owner agrees to indemnify and hold harmless Bartlett Tree Experts, its agents or employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the inspection, evaluation, inventory, and the performance of any recommended work. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Specific Scope of Work:

To individually inventory all trees greater than 4 inches of diameter at 4.5 ft above the ground within the specified maintained landscape of the street trees and properties own by the Town of Brighton.

Exceptions include specific areas where groups of trees will be considered as one. Inventoried trees will be identified with a corresponding number that will be referenced within the written management plan (pending approval in the subject of payment below).

Submit a written management plan including:

- a) Written summary of procedures used in the risk assessment and tree inventory and Map or detailed description of tree locations where ordered and directed by the Town of Brighton.
- b) Results of Resistograph drillings on trees directed and ordered by the Town of Brighton.
- c) Identify potential impacts of construction upon certain trees where and when ordered by the Town of Brighton. Bartlett will provide suggestions on construction techniques to help mitigate the impacts of said project.
- d) Attributes collected for each tree will be provided in letter form for each tree, which will summarize and provide the following information:
 - i. Tree Botanical Name and Common Name
 - ii. Tree ID Number and Location
 - iii. DBH (Diameter at Breast Height = 4.5 feet)
 - iv. Condition Class (Good, Fair, Poor or Dead)
 - v. Age Class (New planting, Young, Semi-mature, Mature, Over-mature)
 - vi. Height Class (Large, Medium, Small)
 - vii. Estimated canopy radius (+/-5 ft.)
 - viii. Root Zone Infringement (<25%, 25-50%, 51-75%, >75%)
 - ix. Soil Care (Root Invigoration™, Soil Rx)
 - x. Tree Work Recommendations such as: Crown cleaning, Crown thinning, Crown raising, Crown reduction, Structural pruning, Tree removal, Cabling or brace rod installation, Lightning protection system installation
 - xi. Tree Care Priority (Priority 1, 2, or 3)
 - xii. Tree Defects such as: Dead and broken, hanging branches; Poorly attached branches and stems such as co-dominant stems; Poor architecture; Cracks in stems and scaffold limbs; Cankers and significant bark injuries in stems and scaffold limbs; Wood decay in stems and scaffold limbs; Root related defects including decayed, buried root flares, obvious soil disturbance within the critical root zone
 - xiii. Observed Pests/Diseases
 - xiv. Plant Health Care Recommendations



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xv. Level 2 Basic assessment for tree risk

xvi. Recommendations for Level 3 Advanced assessments if warranted

xvii. Estimated Asset Value (\$) (estimated based on data collected in the field)

- Trees will be visually assessed following the ISA Best Management Practices for Tree Risk
- Assessment and/or applicable industry standards. The likelihood of failure, likelihood of impacting a target, and consequences of failure will be rated in the field to determine the overall risk rating. The overall risk rating assigned to the inventoried tree will correspond to the highest risk rating associated with the inventoried tree. This rating scale will serve to help the Owner or tree manager prioritize and schedule remedial treatments.
- Failure, potential, and risk cannot always be assessed by visual inspection from the ground.
- For some trees, more detailed analyses of decay and defects may be required. Where flare roots cannot be inspected due to soil and/or mulch covering the root flare, excavation will be recommended prior to providing a risk rating. A climbing inspection may be required to assess defects that are present in the upper crown. Climbing inspections, decay/defect, and root collar excavation will be recommended as needed and a cost estimate to perform these services will be provided as part of the initial report.
- Recommendations will be provided for each tree to assist the Owner with mitigating the risk to acceptable levels for each tree identified. Treatments considerations will include, but not limited to:
 - a. Removal of hazardous trees
 - b. Removal of hazardous branches, (cleaning)
 - c. Reduction pruning, thinning and raising
 - d. Treatment for borers, cankers and root diseases
 - e. Installation of supplemental structural supports,
 - f. Installation of lightning protection systems
 - g. Follow-up inspections and analyses.
 - h. Visual Inspections will be performed and recommendations will be developed by ISA certified arborists who have had specific training in tree risk management.
 - i. Risk Assessment to be considered valid and current at time and date of inspection.

Schedule of Payment:

- Basic tree inventory, basic tree management plan, mapping data for all trees greater than 4 inches of diameter at 4.5 ft above the ground within the specified maintained landscape of the Street Trees of Town of Brighton. Inventory and assessment trees in identified areas directed by the Town of Brighton, up to, but not exceeding, a quantity of trees or completion of the specified area.
- Proposed fully –burden per hour rate for (a),(c),(d) and (e) in RFP..... \$144.20 / hr
- Proposed per tree fee for resistograph drilling, as directed by town..... \$144.20/tree.
- Proposed fully-burden fee for travel time to & from Brighton\$144.20 /hr.
- Estimated rates for a possible 3 year contract extension (3-5% increase per year)

*** Bartlett is equipped to perform production work, if we are the chosen arboricultural team, efficiency pricing and terms will be considered.*

Additional Terms and Conditions:

After reviewing the terms and conditions included with this document, please sign a copy and return email to smackenzie@bartlett.com. The original document should be retained for your reference. Should you have any questions or need further information, please contact our office at 585-385-4060 or 585-662-3877.

Notice to Customer:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this agreement. Such cancellation may be made without penalty, or obligation, and shall entitle you to a full refund of any money provided as a down payment for services. Should you choose to cancel this agreement, you may do so by mailing a copy of this



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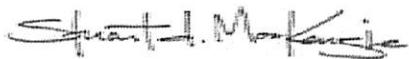
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proposal with the word "cancelled" with the date of cancellation and your signature, mail certified, receipt requested to the Bartlett Tree Experts office listed on the proposal, by delivering the cancelled proposal in person to the listed office, or by sending any other written notice of your cancellation to the listed office. All money received as a down payment shall be returned within thirty days of receipt of any notice of cancellation.

Need for Future Inspections:

It shall be the responsibility of the Owner to insure that future tree risk assessment inspections are conducted, by a qualified arborist, annually, or after any major weather event, in order to monitor and evaluate any changes in the condition of the risk associated with the trees on the aforementioned property.

Proposal Offered By:



12/10/18

Stuart MacKenzie, Bartlett Tree Experts Date

Proposal Accepted By:

Signature of Owner or Agent Date

The following terms and conditions are part of the confirmation of work to be performed by Bartlett Tree Experts, and with the information on the preceding page(s) constitute the entire agreement.

Client is responsible for obtaining and paying for all required local permits.

Bartlett Tree Experts is insured for liability resulting from injury to persons or property, and all of its employees are covered under the applicable worker compensation insurances in each country of operation.

Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Bartlett Tree Experts shall not be held liable for damage to any undisclosed concealed hazards including but not limited to unmarked pipes, concealed structures or utilities.

Payment is to be received upon completion of the job and receipt of invoice. In the event the scope of work changes, Bartlett Tree Experts will be paid for all the items on the contract that have been completed. Any additional work performed requested by the Client will be billed on a time and materials basis. A service charge of 1 1/2% per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorney's fees and court costs.

Client warrants that all trees and vegetation upon which work is to be performed are owned by the Client, or that authorization for the work has been obtained from the rightful property owner.

The Client shall be responsible for compensating Bartlett Tree Experts for any and all damages



THE F.A.BARTLETT TREE EXPERT COMPANY

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collected against Bartlett Tree Experts by any third party demonstrating actual ownership of the trees and vegetation upon which the work is to be performed, regarding damage to or removal of trees or vegetation which the Client represents as their own.

Client shall provide free access to work areas for employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during work hours. Unless otherwise specified in the agreement, Bartlett Tree Experts shall not be expected to keep gates closed for animals or children. Bartlett Tree Experts assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio, or other paved, bricked, stoned, concrete, or asphalted surface which may result from trucks and equipment being used to access the job site.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingencies such as concrete, foreign matter, stinging insect nests, rock, pipe or electrical lines, or any other condition not readily apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of the Bartlett Tree Experts. Stumps from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the front of this Agreement. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise on the front of this Agreement. Splitting, moving or hauling of wood will be performed only if specifically stated in this Agreement.

Bartlett Tree Experts is not liable for light fallen debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near the vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from the work area.

Both the Client and Bartlett Tree Experts agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other available legal remedy.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.

Client understands that all tree support systems, such as cabling and bracing devices, as well as lightning protection systems, must be inspected annually,



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or after any major weather event, by a qualified arborist, to ensure the system's condition, position and/or grounding integrity. It is the responsibility of the Client to make sure that each system is inspected and maintained by a qualified arborist. Bartlett Tree Experts will be responsible for the proper application of any plant health care material or formulation it uses that is commonly used in the business to control a specific problem on trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use or application of any spray formulation.

GAS-18L PA (7/09)



Town of
Brighton

5a

Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

January 2, 2019

The Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618

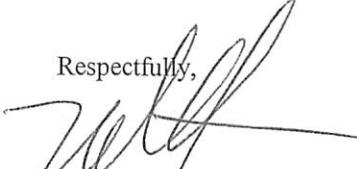
Re: Wind Storm Recovery Support
State and Municipal Facilities Program Grant #15699
Grantee Questionnaire

Dear Councilperson DiPonzio and Committee Members:

The Town of Brighton has received a State and Municipal Facilities Program Grant in the amount of \$25,000 to fund the costs of wind storm recovery efforts. The funding agency, DASNY, requires that two officers of the Town, one being the Supervisor, execute a Storm Recovery Project Certification and a Grantee Questionnaire. I am requesting that FASC recommend that the Town Board authorize the supervisor to endorse the documents referenced above.

I will be in attendance at your regularly scheduled January 15, 2019 meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Respectfully,


Michael E. Guyon
Department of Public Works

Cc Tim Anderson
Paula Parker
Amy Bunker



Town of
Brighton

6
Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

January 2, 2019

The Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: Contractor Recommendation for
2019 Rental of a Bucket Truck with Qualified Operator

Dear Councilperson DiPonzo and Committee Members:

I recommend that a bid be awarded for the above equipment rental to the low, responsive bidder, The F.A. Bartlett Tree Expert Company, in the base bid amount of \$136.50/hour. The 2019 adopted budget includes a maximum of 240 hours which if entirely expended equates to a maximum cost of \$32,760.00.

The bid was publicly advertised and publicly opened on December 20 2018, all as required by law. Four companies submitted responses to the advertisement for bids. Table -1 lists the bidders along with their proposed hourly rate:

Table – 1 Bidders

Bidder	Hourly Rate
The F.A. Bartlett Tree Expert Company	\$136.50
The Davey Tree Expert Company	\$168.00
Terry Tree Service, LLC	\$195.00
Birchcrest Tree & Landscape Inc.	\$250.00

Funds are available in the 2019 budget, in account A.DPW 8560 4.43 for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 15, 2019 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon

cc: P. Parker
C. Roscoe
B. Monroe
M. Guyon
K. Gordon



Town of
Brighton

8a
Finance Department

Paula Parker
Director of Finance

January 11, 2019

Honorable Town Board
Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

Re: Agreement with Holfoth Risk Management for Independent Risk Management Services

Dear Honorable Members:

I am requesting that the Town Board authorize the Supervisor to execute a new agreement with Holfoth Risk Management for the continued provision of independent risk management consulting services in 2019. Requested services would be provided at the rate of \$135 per hour (an increase of \$5 from 2018). The Town's 2019 budget provides funding for these services.

For a number of years the Town has utilized the services of Holfoth Risk Management to obtain an objective third-party assessment of all risk related matters. The Administration's Insurance Committee has greatly valued the good counsel and wealth of experience Holfoth has provided in the past in helping to manage the Town's many and varied risks.

I would be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,

Paula Parker
Director of Finance

AGREEMENT

THIS AGREEMENT, made effective as of January 1, 2019, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town," and Holfoth Risk Management, a division of Aldrich & Cox, Inc., with offices at 3075 Southwestern Blvd., Suite 202, Orchard Park, New York 14127-1287, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to assist the Town by providing professional independent risk management consulting services, as part of the Town's overall risk management program, on a demand basis.
2. The term of this agreement shall be from January 1, 2019 through December 31, 2019. Either party may terminate this contract at any time upon 30 days written notice to the other party.
3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor at the hourly rate of \$135. (One Hundred Thirty-Five Dollars). Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s), supported with such information and documentation necessary to substantiate the claim, approved by the Supervisor or his designee, audited by the Director of Finance, and approved for payment by the Town Board. If this contract is terminated by either party, the Contractor will be paid based upon the time incurred but not billed as of the date of the termination of this agreement.
4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.
5. This contract shall be deemed executory only to the extent that funding is available, and the Town shall incur no liability beyond the funds budgeted therefore.
6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.
8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.
9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town of any of its officers and/or employees, and resulting from services which the Contractor may perform for the Town pursuant to this agreement (and to the extent of Contractor's insurance).

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF BRIGHTON

By:

William W. Moehle, Supervisor

HOLFOTH RISK MANAGEMENT

By:

Charles H. Cox, President

Fed. I.D.# 16-0870479