



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 24, 2018

PI No. 0016053, DeKalb County
Peachtree Creek Greenway Trail from ATL to N Druid Hills Rd Phase 2

Honorable John Ernst
Mayor of City of Brookhaven
4362 Peachtree Rd
Brookhaven, GA 30319
Attn: Hari Karikaran, Director of Public Works

Dear Mayor Ernst:

Enclosed is a Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the enclosed agreement and if satisfactory, provide signatures on the (4) originals, and return them to this Office at the following address:

Georgia Department of Transportation
Office of Program Delivery
Attn: Mary Causey
600 West Peachtree Street, NW, 25th Floor
Atlanta, GA 30308

Once the signed agreements are received, they will be routed for GDOT signatures, and then City of Brookhaven will be sent one copy of the fully executed agreement for the project file. As mentioned in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Mary Causey, at (404) 631-1918.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KEBD MKR
KWN:KESD:MKR:XMJ
Enclosures (4)

Cc: Honorable Stacey Key, State Transportation Board Member, Congressional District 5
Albert V. Shelby, Director of Program Delivery
Bobby Hilliard, State Program Control Administrator
Vivan Delgadillo, MPO Planner
Kathy Zahul, District 7 Engineer
Paul DeNard, District 7 Preconstruction Engineer

**PROJECT FRAMEWORK
AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF
TRANSPORTATION
AND
CITY OF BROOKHAVEN
FOR
TRANSPORTATION FACILITY
IMPROVEMENTS**

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction Cluster
 CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this ___ day of _____, 20__ , by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Brookhaven, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit "A", attached and incorporated herein by reference, identified as P.I No 0016053 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT'S Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance (except in those instances where the

DEPARTMENT has by written correspondence waived the requirement to follow specific guidance).

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit "A". The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit "A".

3. The funding portion as identified in Attachment "A" of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. RESERVED.

5. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of

Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement; and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT

shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction in Exhibit "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.

9. The *LOCAL GOVERNMENT as specified in the Local Let Approval Form, attached and incorporated herein by reference as Exhibit "B"*, shall be responsible for letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT. The LOCAL GOVERNMENT shall provide the DEPARTMENT with a copy of all contracts and agreements between the LOCAL GOVERNMENT and any other agency or contractor associated with construction activities. The DEPARTMENT's Project Manager who will be identified by the DEPARTMENT at a later date shall be the primary point of contact unless otherwise specified.

10. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

11. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

12. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a

part of this Agreement as though expressly written herein:

EXHIBIT A – TIP/STIP Insert
EXHIBIT B – Local Let Approval Form
EXHIBIT C - Memorandum of Agreement by and Between Georgia Department of Transportation And Local Government For Preliminary Engineering

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification Worksheet

APPENDIX C – Certification of Local Government Drug Free Workplace

APPENDIX D – Certification of Compliances

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Request for Qualifications (RFQ) and prequalified consultant award selection package, if applicable

9. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace

Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor

its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

10. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

13. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

14. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Name **John Arthur Ernst, Jr.**
Title **Mayor**

Signed, sealed and delivered this day of Oct 9, 2018, in the presence of:

BY: _____
Commissioner

ATTEST:

Treasurer

[Signature]
Witness MARY BOGGETT

[Signature]
Notary Public **Sandra Bryant**
Notary Public, Gwinnett Co., Georgia
My Commission Expires
October 21, 2019

This Agreement approved by Local Government, the 9th day of October, 2018.

Attest
[Signature]
Name and Title

Susan Hiott, City Clerk

FEIN: 46-1567295

EXHIBIT A STIP/TIP Insert

DK-381	PEACHTREE CREEK GREENWAY TRAIL PHASE II	Jurisdiction	Dekalb County	Existing	N/A	Planned	N/A	Length (mi.)	N/A	Network Year	TBD
0016053	FROM CITY OF ATLANTA TO NORTH DRUID HILLS ROAD	Sponsor	City of Brookhaven	Analysis	Exempt from Air Quality Analysis (40 CFR. 93)						
Programmed		Service Type	Last Mile Connectivity / Sidepaths and Trails							LCI	<input type="checkbox"/>
										Flex	<input type="checkbox"/>

Status	Year	Fund Type	Federal			Local			Bonds			Total
			Federal	State	Total	Local	Total	Bonds	Total			
PE	2019	Transportation Alternatives (Section 133(r)) - Urban (>200K) (ARC)	\$200,000	\$0,000	\$200,000	\$0,000	\$0,000	\$0,000	\$0,000	\$0,000	\$250,000	
ROW	2021	Transportation Alternatives (Section 133(r)) - Urban (>200K) (ARC)	\$80,000	\$0,000	\$80,000	\$20,000	\$0,000	\$0,000	\$0,000	\$0,000	\$100,000	
UTL	2022	Transportation Alternatives (Section 133(r)) - Urban (>200K) (ARC)	\$40,000	\$0,000	\$40,000	\$10,000	\$0,000	\$0,000	\$0,000	\$0,000	\$50,000	
CST	2022	Transportation Alternatives (Section 133(r)) - Urban (>200K) (ARC)	\$2,400,000	\$0,000	\$2,400,000	\$600,000	\$0,000	\$0,000	\$0,000	\$0,000	\$3,000,000	
			\$2,720,000	\$0,000	\$2,720,000	\$680,000	\$0,000	\$0,000	\$0,000	\$0,000	\$3,400,000	

THIS REFLECTS THE CURRENT TIP/STIP AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.

EXHIBIT B

Local Let Approval Form (LLAF)

Office of Program Control

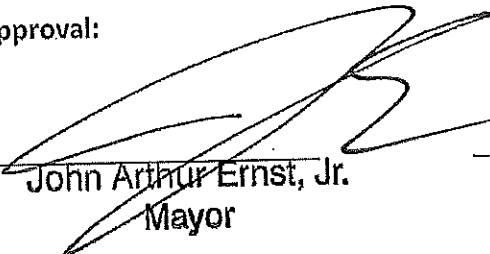
P.I. #: 0016053	Date:
Project Description: PEACHTREE CREEK GREENWAY TRAIL PHASE II	County: DeKalb
	District: 07
Request Prepared by:	Requestor Office:
Local Government: City of Brookhaven	
Is the Local Government LAP Certified?	

Reason the Local Government desires a Local Letting: (Describe the factors that make a Local Letting desirable by the Locals and/or GDOT. Explain why a Local Letting is an efficient use of resources.)

Change Justification (as submitted by Local Government), including Risk Assessment (Experience with Local Lettings and Federal Requirements), Benefits, Implementation Requirements (Materials Testing resources to be used; Construction Inspection resources), Contracting ability: (PM should coordinate with District Construction.)

Attachments: Preconstruction Status Report, Project Financial Report, Detailed Cost Estimate, Map, Other supporting documentation to include letters from Project Sponsor, Future LG projects in the Program.

Local Letting Form Approval:

_____		<u>10-9-18</u>
Local Government	John Arthur Ernst, Jr. Mayor	Date
_____		_____
Project Manager / District Preconstruction Engineer		Date
_____		_____
Office Head (for Office of Program Delivery Projects)		Date
_____		_____
District Engineer (for all projects)		Date
_____		_____
State Materials Engineer		Date
_____		_____
Approved: _____		_____
Director of Construction		Date

→ Upon approval or rejection send the original to the Project Manager (Program Delivery or District Preconstruction Engineer)

- PM should send Executed Copies to:
- Office of Planning
 - Office of Program Control
 - Office of Financial Management (to change the TPRO designation)

NOTES:

→ The Local Letting designation cannot be changed after PFPR to a Local Let unless approved by the Chief Engineer.

APPENDIX A



GEORGIA SECURITY AND IMMIGRATION CONTRACT AFFIDAVIT

Contractor's Name:	City of Brookhaven 4362 Peachtree Road Brookhaven, GA 30319
Solicitation/Contract No./ Call No. or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

628379
Federal Work Authorization User Identification Number
(E-Verify Company Identification Number)

1-2-13
Date of Authorization

City of Brookhaven
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Rick Stone
Printed Name (of Authorized Officer or Agent of Contractor)

Director of H.R.
Title (of Authorized Officer or Agent of Contractor)

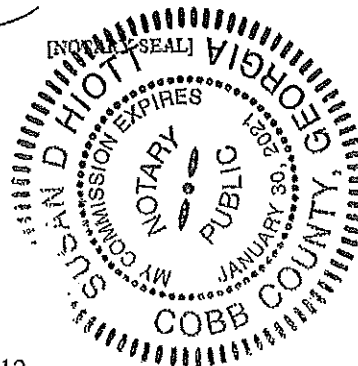
Rick Stone
Signature (of Authorized Officer or Agent)

10-10-18
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10th DAY OF October, 2018.
Susan Hiott
Notary Public

My Commission Expires: 1-30-21



APPENDIX B
Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	
Federal Award Identification Number (FAIN)	
Federal award date (see § 200.39 Federal Award Date)	
Amount of Federal Funds Obligated by this action	\$2,720,000
Total Amount of Federal Funds Obligated to the subrecipient	\$2,720,000
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to page 1
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mary Causey
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

**APPENDIX C
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE.**

I hereby certify that I am a principal and duly authorized representative of City of Brookhaven whose address is 4362 Peachtree Rd., Brookhaven, GA 30319 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

10-10-2018

Date

Rick Stone

Signature

APPENDIX D

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of City of Brookhaven whose address is 4362 Peachtree Rd it is also certified that:
Brookhaven, GA 30319

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$300,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, have been complied with throughout the contract period.

10-10-18
Date

Christen Sigman
Signature

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

City of Brookhaven
4362 Peachtree Road
Brookhaven, GA 30319

The _____ assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity.

The City of Brookhaven assures that every effort will be made to ensure non discrimination in 4362 Peachtree Road activities, whether those programs are federally funded or not.

Brookhaven, GA 30319

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Reck Stone - Director of HR
Official Name and Title

10-10-2018
Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

- The 1970 Uniform Act (42 USC 4601)
- Section 504 of the 1973 Rehabilitation Act (29 USC 790)
- The 1973 Federal-aid Highway Act (23 USC 324)
- The 1975 Age Discrimination Act (42 USC 6101)
- Implementing Regulations (49 CFR 21 & 23 CFR 200)
- Executive Order 12898 on Environmental Justice (EJ)
- Executive Order 13166 on Limited English Proficiency (LEP)

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
- and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State

Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX F

**Request for Qualifications (RFQ) &
Prequalified Consultant Award Selection Package (if applicable)**

Federal Award Identification Worksheet Instructions

(**Do not send with PFA**)

Subrecipient's name (must match registered name in DUNS)	Name must match registered name in DUNS
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	DUNS Number to be obtained from Local Government
Federal Award Identification Number (FAIN)	Contact Greg Underwood 404-631-1292
Federal award date (see § 200.39 Federal Award Date)	Contact Greg Underwood 404-631-1292
Amount of Federal Funds Obligated by this action	"
Total Amount of Federal Funds Obligated to the subrecipient	This refers to all Federal throughout the Locals Program, contact Greg Underwood 404-631-1292
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to page 1
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, [GDOT Project Manager]
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A