

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: September 12, 2016

Subject: **Approval of a Grant Program Agreement with the Georgia Transportation Infrastructure Bank for the Westside Connector**

BACKGROUND

The city has secured a \$500,000 from the Georgia Transportation Infrastructure Bank (GTIB) for preliminary engineering on the Westside Connector project. The purpose of this project is to provide congestion relief to the existing I-285 at Ashford Dunwoody Interchange and surrounding area towards and along Hammond Drive. The concept is to construct a grade separated distributor ramp that will provide access between I-285 and Perimeter Center Parkway, eliminating the existing weaving problem on Ashford Dunwoody Road between I-285 and Hammond. In addition, a multiuse trail will be incorporated into the project to provide pedestrian connectivity between the commercial developments within the PCIDs area.

The city has previously secured \$200,000 in the regional Transportation Improvement Program (TIP) and has budgeted \$200,000 of city funds for this project. The TIP funding and a portion of the local funding will be used to complete a scoping/feasibility phase for the project. Upon completion of the scoping phase and approval of conceptual design, the GTIB funding would be applied towards the preliminary and final design.

RECOMMENDED ACTION

Staff recommends approval of the attached Georgia Transportation Infrastructure Bank Agreement for Grant Program.

GEORGIA TRANSPORTATION INFRASTRUCTURE BANK AGREEMENT FOR GRANT PROGRAM

THIS AGREEMENT FOR GRANT PROGRAM (the "Agreement"), dated _____, 2016 (the "Effective Date") is made by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority ("SRTA") (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as "GTIB"), and the City of Dunwoody (the "Recipient"). The GTIB and Recipient may be referred to collectively as the "Parties" and individually as the "Party."

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia government units with grants for the construction of certain eligible transportation projects; and

WHEREAS, Recipient represents to the GTIB that Recipient is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **DEFINITIONS.** Any capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in Exhibit A.
2. **PROJECT.** Recipient seeks partial funding for the project listed in **Exhibit B**, attached hereto and incorporated herein (the "Project"). The Project Scope is detailed in **Exhibit B**. Recipient shall notify the GTIB of any change to the Project Scope upon the earlier of (a) seven (7) business days after Recipient is aware of the circumstances requiring such change or (b) Recipient's execution of documentation reflecting such change. After evaluation of the change, the GTIB shall advise the Recipient as expeditiously as possible if the change will result in a default of this Agreement pursuant to **Section 15 (Event of Default/Remedies)**.
3. **GRANT AND ACCEPTANCE.** The GTIB hereby makes and Recipient hereby accepts this grant for a transportation project ("Grant") in the Grant Amount for the Grant Purpose upon the terms and conditions of this Agreement. The Recipient agrees that the Grant Amount (a) will be spent pursuant to the breakdown set forth in **Exhibit B** and pursuant to the terms of this Agreement and (b) will not be used for expenses already incurred or paid for by Recipient before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the GTIB. If Recipient does not use the Grant Amount pursuant to the breakdown set forth in **Exhibit B**, then Recipient shall advise the GTIB immediately of such change. Any revision to the breakdown of the Grant Amount as set forth in **Exhibit B** must be agreed to by the Parties and evidenced by an amendment to this Agreement. In the event a reallocation cannot be agreed to or a reallocation is not otherwise needed, then the Recipient's authority to expend or contractually obligate the unencumbered Grant Amount will expire upon notification to the Recipient by the GTIB. If the GTIB delivered the Grant Amount to the Recipient, then that portion of the Grant Amount that will not be reallocated must be repaid to the GTIB no later than thirty (30) days after notification to the Recipient by the GTIB.
4. **PROJECT BUDGET.** The Project Budget is set forth in **Exhibit B**. Recipient has already obtained or otherwise received commitments for other funding for the Project (collectively, "Other Funding"), which Other Funding is more specifically set forth in the grant application and associated documentation completed by Recipient and furnished to the GTIB prior to the Effective Date (collectively, "Grant Application"), which Grant Application is incorporated herein by reference as **Exhibit C**. Recipient must notify the GTIB within 15 days of any changes to the Project Budget that may result in the reduction and/or elimination of some or all of the Other Funding or the Grant Amount.

5. DEADLINES.

5.1. Expend/Obligate Grant Amount. Recipient must expend or contractually obligate the full amount of the Grant Amount no later than the Expiration Date. On the Expiration Date, Recipient's authority to expend or obligate contractually the unencumbered Grant Amount will expire. The Expiration Date may be extended by one year only upon mutual written consent, in the form of an amendment to this Agreement, signed by both Parties.

5.2. Duty to Wrap Up. Recipient will manage the Project, retain a contractor to manage the Project, or contract with a governmental unit to manage the Project and impose terms in any related contracts so as to fulfill the Grant Purpose within six (6) months of the Expiration Date ("Wrap Up Date"). No later than thirty (30) days following the Wrap Up Date, Recipient must return to GTIB any unspent Grant Amount, whether contractually obligated or not, unless the GTIB consents, in its sole discretion, to a new deadline in writing.

6. **GRANT CONTINGENCY FUNDS.** If Recipient designates and the GTIB approves all or a portion of the Grant Amount to be used for a reserve (e.g., use in the event of an item overrun) or other contingency, as more specifically set forth in the Grant Application ("Grant Contingency Funds"), and a portion of the Grant Contingency Funds remain unencumbered upon the earlier of the completion of the phase in which the contingency was allocated or upon the Expiration Date ("Expiration of Grant Contingency Funds"), then upon the Expiration of the Grant Contingency Funds the Recipient's authority to expend or contractually obligate the unencumbered Grant Contingency Funds will expire. If the GTIB delivered Grant Contingency Funds to the Recipient pursuant to **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**, then that portion of the Grant Contingency Funds that Recipient has not spent or contractually obligated by the Expiration of Grant Contingency Funds, must be repaid to the GTIB no later than thirty (30) days after the Expiration of Grant Contingency Funds.

7. ACCOUNTABILITY

7.1. Accounting. Recipient will account for the Grant Amount in accordance with generally accepted governmental accounting standards. Recipient will also account for the Grant Amount and keep track of the application of the Grant Amount in such a way that Recipient's receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Grant Amount, Recipient will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

7.2. Audit. Recipient will allow and cooperate with any audit or investigation of grant administration requested or undertaken by the GTIB, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Grant Amount, Recipient will require such parties to allow and cooperate with such audits. The requirements of this **Paragraph 7.2** are in addition to those contained in **Paragraphs 8.4 (Verification) and 8.5 (Disbursement of Grant Amount)**.

7.3. Records Retention. Recipient will maintain the records described in **Paragraph 7.1 (Accounting)** for at least five (5) years after the latter to occur: Recipient has fully spent the Grant Amount or the Project in its entirety is completed.

7.4. Written Contracts. Any expenditure or obligation of the Grant Amount by Recipient to a third party must be pursuant to a written contract.

7.5. Statutory Certification.

7.5.1. Grants in Excess of \$5,000. If the Grant Amount is greater than \$5,000, then this Grant is conditioned upon receipt by the State Auditor of the properly completed grant certification form or forms as required by O.C.G.A. § 36-81-8.1. The GTIB believes that **Exhibit D**, attached hereto and incorporated herein, is the current *Grant Certification Form and Independent Accountant's Report* designated by the State Auditor, but Recipient must determine from the State Auditor the correct form to use at the time for submission.

Recipient must cause the Grant Certification Form and Independent Accountant's Report to be filed with the State Auditor for each fiscal year in which Recipient expends all or a portion of the Grant Amount and/or after which Recipient has an unexpended balance in Grant Amount. The Grant Certification Form and Independent Accountant's Report must be filed with the State Auditor in conjunction with the periodic audits or reports required of Recipient under O.C.G.A. § 36-81-7 by the time such audit or report is due, annually unless Recipient qualifies and elects to proceed with a biennial audit under O.C.G.A. § 36-81-7(a)(2).

7.5.2. Grants of \$5,000 or less. If the Grant Amount is equal to or less than \$5,000, Recipient must submit to the State Auditor the properly completed grant certification form required by subsection (b) of O.C.G.A. § 36-81-8.1 and **Paragraph 7.5.1 (Grants in Excess of \$5,000)**, except that Recipient may certify alone that the Grant Amount was used solely for the Grant Purpose without certification by its independent auditor.

7.6. Quarterly Project Status Update. Commencing three (3) months after the Effective Date and continuing every three (3) months thereafter through and until the expiration of this Agreement or the completion of the Project, whichever occurs first, the Recipient shall complete the Quarterly Project Status Update using the form attached as **Exhibit E**, and forward the same to: Director of Marketing and Communications, SRTA, 47 Trinity Ave., 4th Floor, Atlanta, GA 30334.

8. PAYMENT.

8.1. Draw Request. The GTIB agrees to make disbursements of the Grant Amount to the Recipient in accordance with Paragraph 8 and the Project Budget. To the extent Recipient seeks Grant Contingency Funds, Recipient shall follow the procedures set forth in **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**. Recipient shall deliver to the GTIB a draw request in the same form as is attached hereto as **Exhibit F** and incorporated herein ("Draw Request") no later than 5:00 P.M. on the 20th day of each month subsequent to the month in which work was performed that will be paid for, in whole or in part with the Grant Amount. Supporting documentation, as is more detailed in **Exhibit F**, shall be submitted with each Draw Request. Each Draw Request must be signed by an authorized representative of the Recipient. Recipient must also attach to each Draw Request a completed Project Engineer certification in the same form as set forth in **Exhibit G**, attached hereto and incorporated herein, and signed by the Project Engineer.

8.2. Monthly Draws. The Recipient shall submit a Draw Request not more frequently than monthly.

8.3. Monitoring, Audits. Upon request, the Recipient agrees to provide the GTIB or the GTIB's designee with any information the GTIB deems necessary to monitor the performance of this Agreement, and further agrees that the Grant Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Recipient under this grant Agreement. The Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify Recipient from receiving any further grants or loans from the GTIB or further payments pursuant to this Grant Agreement until such time as the GTIB, in its sole determination, satisfactorily resolves any issues.

8.4. Verification. The GTIB or its designee shall have the right but not the obligation, to verify the contents of each Draw Request or Recipient's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Recipient, its contractors or the Project Engineer questions concerning the Project or this Agreement. Recipient agrees that it will cooperate with and assist the GTIB in all ways reasonably necessary to allow the GTIB to perform verification and respond to any of the GTIB's questions within seven (7) Business Days of the GTIB's request. If GTIB cannot verify the contents of any Draw Request or verify that Recipient is complying with the terms of this Agreement, then the GTIB will advise the Recipient of its findings. The Recipient shall then have ten (10) Business Days in which to submit additional information or perform certain actions so that the GTIB is able to verify compliance. If the GTIB is still unable to verify compliance as set forth above or if the Recipient did not furnish any additional information, then the GTIB will disapprove the Draw Request and/or pursue its rights under **Section 15 (Events of Default/Remedies)**.

8.5. Disbursement of Grant Amount. Provided all the conditions in **Section 8 and Exhibit F** have been met to GTIB's satisfaction, and Recipient is not otherwise in breach of this Agreement, the GTIB will approve disbursement within ten (10) Business Days of the later of verification, if any, undertaken by the GTIB pursuant to **Paragraph 8.4 (Verification)** or GTIB's receipt of a correct and complete Draw Request. If a particular line item of work is being paid by Recipient on a lump sum basis, the amount due to the Recipient each month for such work will be determined by the percentage of that work completed, or task milestones or deliverables achieved. Within twenty-one (21) Days from the GTIB's approval of a Draw Request, the GTIB will transfer payment as set forth above to the account designated by the Recipient. Disbursement of all or a portion of the Grant Amount shall not be interpreted as GTIB's acceptance or agreement that the work was performed in compliance with this Agreement or with any other applicable law, rule, regulation or ordinance, regardless of whether the GTIB performed monitoring/audits set forth in **Paragraph 8.3 (Monitoring, Audits)** or verification set forth in **Paragraph 8.4 (Verification)**.

8.6. Disbursement of Grant Contingency Funds. If the GTIB agrees to disburse the Grant Contingency Funds prior to Recipient expending or contractually obligating the Grant Contingency Funds, then no later than fourteen (14) Days after each disbursement to Recipient of the Grant Contingency Funds, Recipient shall forward to the GTIB an invoice containing the same information as required in **Paragraph 8.1 (Draw Request)**.

8.7. Source of Grant Amount. The GTIB's commitment to make distribution of the Grant Amount to the Recipient shall be a limited obligation of the GTIB, to be funded solely from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

9. **PROJECT COMPLETION.** Recipient anticipates that the Project will be completed by the Completion Date set forth in **Exhibit B**. Recipient shall notify the GTIB in writing of any changes to the Completion Date.

10. **WAIVER/INDEMNIFICATION.**

10.1. Waiver. The Recipient expressly acknowledges that the GTIB Parties in passing through the Grant Amount to Recipient, have neither assumed nor undertaken any legal duties to the Recipient or to any third party. The Recipient waives, releases, relinquishes, and discharges any and all claims or demands against the GTIB Parties for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Recipient and even if the GTIB Parties knew the existence of such claims. Recipient further understands and agrees that monitoring, auditing and/or verification performed by the GTIB pursuant to **Paragraphs 8.3 (Monitoring, Audits) and 8.4 (Verification)** is solely for GTIB's use and shall not be interpreted or used by Recipient (i) as GTIB's approval or acceptance of the work in compliance with this Agreement or in compliance with any applicable laws, rules, regulations and ordinances or (ii) for any other use. Recipient further waives as against the GTIB Parties all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to reasonable attorneys' or experts' fees, and damages of any kind related in any way to such verification or certification.

10.2. Indemnification. To the extent not prohibited by law, Recipient hereby agrees to indemnify, defend, protect, and save harmless the GTIB Parties of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage, fines, fees, and expenses, including but not limited to reasonable attorneys' and experts' fees, personal injury, including but not limited to death, and real and personal property damages caused by (a) any act or omission of Recipient, its agents, employees, contractors, subcontractors, suppliers, or others working at the direction of the Recipient or its contractor or any other person or entity working on Recipient's behalf (collectively, "Recipient Parties") or (b) the breach of this Agreement by Recipient. This indemnification applies even if a tort or negligent act of the GTIB Parties is partially responsible for the situation giving rise to the claim, but in such event this indemnification applies only to the extent of Recipient Parties' act(s) or omission(s) giving rise to the claim. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the GTIB of Administrative Services of the State of Georgia (collectively, the "STC Fund"), the Recipient agrees to reimburse the STC Fund for any monies paid out by the STC Fund related to or arising out of this Agreement.

10.3. Limitation of Liability. In no event shall the GTIB Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits, lost funding, lost use of any facilities, or lost taxes, arising out of this Agreement. Subject to the provisions in this **Section 10 (Waiver/Indemnification)**, any GTIB liability shall be a limited obligation of the GTIB that in no event shall exceed the unused portion of the Grant Amount; provided further that such amount may only be funded from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

11. **CONFLICTS OF INTEREST.** The Recipient hereby attests that all of the officials of the Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

12. **LAWS, ETC.** The entirety of the Project shall be constructed in accordance with all applicable federal, State and local laws, rules, regulations and ordinances and as otherwise set forth in the Grant Documents.

13. **ENFORCEABLE AND LEGALLY BINDING ACTIONS.** By entering into this Agreement, Recipient undertakes to have complied with all law applicable to its participation in the Agreement and to make the Agreement binding, including proper meeting conduct (in compliance with open meeting law requirements and otherwise) and with proper entries into its minutes.

14. **WARRANTY.** Recipient represents and warrants to the GTIB:

14.1. Grant Documents. The Grant Documents, the consummation of the transactions therein contemplated, and the compliance with all of the provisions thereof are the valid, legal, binding, and enforceable obligations of the Recipient. The officials of the Recipient executing the Grant Documents are fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Recipient to execute the Grant Documents on behalf of the Recipient.

14.2. Recipient Status. The Recipient has been duly created and is validly existing according to all State and local laws, rules, regulations and ordinances.

14.3. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default as defined in **Section 15 (Events of Default/Remedies)** or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

14.4. Compliance with Law. To the knowledge of the Recipient, after making due inquiry with respect thereto, the Recipient is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the Project is subject and has not failed to obtain any licenses, permits, or other governmental authorizations (which are presently obtainable) necessary to the Project or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the Project, and there have been no citations, notices, or orders of noncompliance related to the Project and issued to the Recipient under any such law, ordinance, rule, or regulation, except as disclosed in writing to the GTIB.

14.5. Disclosure. The representations of the Recipient contained in the Grant Documents and any certificate, document, written statement, or other instrument furnished by or on behalf of the Recipient to the GTIB in connection with the transactions contemplated hereby, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Recipient has not disclosed to the GTIB in writing that materially and adversely affects or in the future may (so far as the Recipient can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the ability of the Recipient to perform its obligations under the Grant Documents or any of the documents or transactions contemplated therein, which has not been set forth in writing to the GTIB or in the documents and instruments furnished to the GTIB by or on behalf of the Recipient prior to the Effective Date.

14.6. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, ordinances and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

14.7. Financial Statements. The financial statements of the Recipient that have been provided to the GTIB in connection with the Grant present fairly the financial position of the Recipient as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Since the date of the most recent annual financial statements for the Recipient delivered to the GTIB in connection with the Grant, there has been no material adverse change in the Recipient's financial condition, assets, management, control, operations, or prospects.

14.8. Grant Application. (i) All of the information contained in the Grant Application was, as of the date the Grant Application, and will remain, until the termination of this Agreement, complete, accurate and correct in every way, and (ii) the Recipient is not aware of any circumstances that may cause any information included in the Grant Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

14.9. Draw Request. All of the information that will be included in each Draw Request pursuant to **Paragraph 8.1 (Draw Request)** and the certifications furnished to GTIB as required in **Paragraph 8.1 (Draw Request)** will be true and correct in every way and form.

14.10 Property. The property upon which the Project will be located is wholly owned by the Recipient and all easement and prescriptive rights needed for the Project have been obtained.

14.11 Reaffirmation. Each Draw Request by the Recipient pursuant to **Section 8 (Payment)** shall constitute a representation and warranty by the Recipient to the GTIB that the foregoing statements are true and correct on and as of the Effective Date as well as on and as of the date of the draw request.

15. EVENTS OF DEFAULT/REMEDIES.

15.1. Event of Default. Each of the following events shall constitute an Event of Default:

15.1.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)**;

15.1.2. Non-conforming Use. All or a portion of the Grant Amount was or will be spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement, which default shall continue for three (3) Business Days after the GTIB gives the Recipient written notice thereof;

15.1.3. Revised Project Scope. There is a change in the Project Scope such that the revised Project Scope, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.4. Revised Project Budget. A change in the Project Budget such that the revised budget, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.5. Breach of Representation or Warranty. Any representation or warranty made by the Recipient in any Grant Document that is false or misleading in any material respect; or

15.1.6. Additional Breach. Any default by the Recipient in the performance or observance of any term, condition or provision contained in any Grant Document and not referred to in **Paragraphs 15.1.1. through 15.1.5.** above, which default shall continue for thirty (30) Business Days after the GTIB gives the Recipient

written notice thereof. If SRTA believes Recipient is using its best efforts to cure any breach included in this **Paragraph 15.1.6.**, then SRTA, in its sole discretion, may extend in writing the cure period provided for herein.

15.2. **Remedies.** If one or more Events of Default should occur, then the GTIB may declare the Recipient to be in default hereunder, and immediately exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the GTIB may have:

15.2.1. **Statutory Forfeiture under O.C.G.A. § 36-81-8.1.** The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)** will result in Recipient's forfeiture of the Grant and the Grant Amount, whether paid to Recipient or not and whether spent, unspent, or contractually obligated. Upon demand, Recipient will repay and return to the GTIB the amount of any Grant Amount paid to Recipient.

15.2.2. **Non-conforming Use.** Recipient must repay the GTIB that portion of the Grant Amount spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement no later than the end of the month following any such expenditure or contractual commitment.

15.2.3. **Return of Grant Amount.** Upon demand, Recipient must repay the GTIB any and all portions of the Grant Amount forwarded to the Recipient by the GTIB.

15.2.4. **Withholding of State Funds.** If the Recipient fails to repay the GTIB all or a portion of the Grant Amount as required in the Agreement, then the GTIB shall notify the appropriate State officials who shall withhold all or a portion of the funds of the State and all funds administered by the State and its agencies, boards, and instrumentalities allotted or appropriated to Recipient and/or to the government under which Recipient operates and apply an amount of such withheld funds that is necessary to the payment of the amount due under this Agreement.

15.2.5. **Withholding of Grants for Unresolved Findings.** The GTIB may in its sole discretion withhold from Recipient any other grants so long as any audit or report findings respecting the Grant remain unresolved as determined by the GTIB in its sole discretion or during any other time in which Recipient is not in compliance with this Agreement, as determined by the GTIB in its sole discretion.

15.2.6. **Other Remedies.** Upon the occurrence of an Event of Default, the Recipient, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Grant and other amounts payable by the Recipient hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Recipient under the Credit Documents, including but not limited to requiring the Recipient to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the GTIB under this Agreement have been fully paid.

15.2.7. **Interest.** Any Grant Amount required to be returned to GTIB under this **Paragraph 15** must be returned with interest at the rate of 1½% per month or the highest rate allowed by law, whichever is lower.

15.2.8. **Termination of Grant.** Upon the occurrence of an Event of Default, the GTIB may, in its discretion, by written notice to the Recipient, terminate its remaining commitment (if any) hereunder to make any further advances of the Grant, whereupon any such commitment shall terminate immediately.

15.3. **Reservation of Rights.** Nothing in this Agreement shall be deemed to (1) be a waiver by the GTIB of any statutory protection afforded to it, or (2) limit the right of the GTIB (i) to exercise self-help remedies including but not limited to set off, or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief. Neither the exercise of self-help remedies nor the institution or maintenance of an action for provisional or ancillary remedies shall constitute a waiver of the right of the GTIB to litigate the merits of the controversy or claim occasioning resolve to such remedies.

15.4. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Grant Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Recipient waives its application.

15.5. Recipient Responsible for GTIB's Expenses. To the extent not prohibited by law, all sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, reasonable attorneys' fees incidental to the enforcement by GTIB of any term of the Agreement shall be an indebtedness of the Recipient, evidenced by this Agreement.

16. **TERMINATION**. At such time as the GTIB is no longer obligated under this Agreement to make any further advances under the Grant and all principal, interest, or other amounts owing with respect to the Grant and hereunder have been finally and irrevocably repaid by the Recipient to the GTIB, and the period of time set forth in **Paragraph 7.3 (Records Retention)** has expired, this Agreement shall terminate.

17. **SPECIAL CONDITIONS**. Any special conditions applicable to this Agreement are set forth in **Exhibit H**, which is attached hereto and incorporated herein.

18. **SIGNS**. GTIB shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in GTIB's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs does not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety. If Recipient erects signage on or about the Project, on which Recipient's name or logo is to be placed, Recipient will also place SRTA's logo on such signage. Recipient will coordinate all aspects of signage with SRTA's Director of Marketing and Communication prior to ordering any such signs.

19. **FULL FAITH AND CREDIT**. To the extent permitted by law, the obligations and debt incurred by Recipient under this Agreement shall be backed by the full faith, credit and taxing power of the Recipient.

20. **EXHIBITS**. The following Exhibit is incorporated by reference into and made a part of this Agreement:

Exhibit C- Grant Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Definitions

Exhibit B- Project Information

Exhibit D- State Auditor Certificate

Exhibit E- Quarterly Project Status Update

Exhibit F- Draw Request

Exhibit G- Engineer Certification

Exhibit H- Special Conditions

Exhibit I- Georgia Environmental Protection Act

21. MISCELLANEOUS PROVISIONS.

21.1. Parties Bound. This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

21.2. Time of the Essence; Force Majeure. Time is of the essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to Force Majeure events. *Force Majeure* means any cause beyond the control of either Party, including but not limited to: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or

restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Recipient shall not be required to settle any strike or labor disturbance in which it may be involved or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure and such Party does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure.

21.3. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Venue shall be exclusively in the Superior Court of Fulton County, Georgia and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.

21.4. Assignment. Recipient may not assign all or part of this Agreement to a third party without the prior written permission of GTIB, which may be granted or refused at the sole discretion of GTIB. Any assignment made in violation of this paragraph is hereby declared null and void.

21.5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received, or in the event of refusal to accept delivery, the day of the first attempt to deliver.

For GTIB:

State Road and Tollway Authority c/o GTIB
47 Trinity Avenue, 4th Floor
Atlanta, Georgia 30334

Phone: (404) 893-6100
Fax: (404) 893-6144
Email: ctreadway@georgiatolls.com

For the Recipient:

City of Dunwoody
Mr. Michael Smith
41 Perimeter Center East
Dunwoody, GA 30346
(678) 382-6850

Email: michael.smith@dunwoodyga.gov

21.6. Compliance with Laws; Taxes. The Recipient will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

21.7. Remedies Cumulative. The rights and remedies of the GTIB under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

21.8. Waiver and Severability. The waiver by the GTIB of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.

21.9. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits by reason of this Agreement.

21.10. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.

21.11. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person's or Party's successors and permitted assigns. The

headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

21.12. Counterparts. The Parties may execute this Agreement in counterparts.

21.13. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 21.3 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party over the other Party because such Party drafted the Agreement.

21.14. Survival. **Sections 7 (Accountability), 8 (Payment), 10 (Waiver/Indemnification), 12 (Laws, etc.), 14 (Warranty), 15 (Events of Default/Remedies), 17 (Special Conditions), 19 (Full Faith and Credit), and 21 (Miscellaneous Provisions)** shall survive the termination for whatever reason of this Agreement.

21.15. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The GTIB shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document furnished by the Recipient to the GTIB that attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. All such terms and conditions are hereby declared null and void. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed, sealed and executed this Agreement as of the Effective Date.

Recipient By: _____ Name Title Attest: _____	(SEAL) _____ Christopher S. Tomlinson, Executive Director _____	Georgia Transportation Infrastructure Bank _____ Attest: _____
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Approved as to form:
Recipient's Attorney

Mr. Lenny Felgin

EXHIBIT A
Definitions

- “**Business Day**” means Monday through Friday excluding state recognized holidays.
- “**Days**” means calendar days unless otherwise specified in this Agreement.
- “**Draw Request**” means the form attached as **Exhibit F**.
- “**Effective Date**” means the date set forth in the Preamble of this Agreement.
- “**Event of Default**” has the meaning assigned to it in **Section 14**.
- “**Expiration Date**” means the third (3rd) anniversary of the Effective Date.
- “**Grant Amount**” has the meaning assigned to it in **Exhibit B**.
- “**Grant Application**” means **Exhibit C**.
- “**Grant Contingency Funds**” has the meaning assigned to it in **Section 5**.
- “**Grant Documents**” means collectively this Agreement and the Grant Application.
- “**Grant Purpose**” has the meaning assigned to it in **Exhibit B**.
- “**GTIB Parties**” means the State, the Georgia Transportation Infrastructure Bank, SRTA, and their agents, employees, directors, officers, board, assigns, and designees.
- “**Project**” means the project listed in **Exhibit B**.
- “**Project Budget**” means the estimated total cost of the Project as set forth in **Exhibit B**.
- “**Project Scope**” has the meaning assigned to it in **Exhibit B**.
- “**State**” means the State of Georgia.

EXHIBIT B
PROJECT INFORMATION

Project Name:	Westside Connector Project
Project Location:	City of Dunwoody, DeKalb County, Georgia
Project Scope:	Project will improve mobility by connecting Goldkist Drive with the I-285 interchange westbound on and off ramps at Ashford Dunwoody Road. The project includes a parallel multi-use path for bicycle and pedestrian access to the Dunwoody MARTA station.
Grant Amount:	Five Hundred Thousand Dollars and No Cents (\$500,000)
Grant Purpose:	To fund a portion of the preliminary engineering cost of the project.
Estimated Project Completion Date:	2021
Project Budget:	Twenty Three Million Seven Hundred Fifty Thousand Dollars and No Cents (\$23,750,000)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$1,100,000	\$500,000
Right-of-Way	\$10,000,000	N/A
Construction	\$12,650,000	N/A
ESTIMATED TOTAL COST	\$23,750,000	\$500,000

EXHIBIT D State Auditor Certificate

INSTRUCTIONS TO STATE OF GEORGIA GRANT CERTIFICATION FORMS AND AFFIDAVITS REQUIRED BY THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 36-81-8.1

As required by O.C.G.A. § 36-81-8.1, each grant of state funds to a local government from the Governor's Emergency Fund or from a special project appropriation shall be conditioned upon the receipt by the State Auditor of a properly completed grant certification form. This means Recipient must certify it has contracted with Subrecipient and Subrecipient has applied Grant Funds paid to Subrecipient to services for Recipient in accord with the Grant Purpose and the agreement between Recipient and Subrecipient. As explained immediately below, in the case of grants in excess of \$5,000, Recipient's certification must be verified by audit, and in the case of grants of \$5,000 or less, Recipient's certification must be supported by Subrecipient's affidavit.

One grant certification form should be prepared for each grant awarded to the local government. The grant certification form(s) should be submitted to the State Auditor with one copy of the annual (or, when allowed, biennial) audit report. Questions concerning the preparation and submission of this form should be referred to the Nonprofit and Local Government Audits Division of the Georgia Department of Audits and Accounts.

Instructions for Completion

Identify the appropriate grant certification form to use. Three forms are available: Grant Certification Form for Local Government Recipient (with no subrecipient); Grant Certification Form for Local Government Recipient (with subrecipient); and Subrecipient Affidavit. Information included in this instruction package will provide guidance on the appropriate form(s) to be completed. All lines and all columns should be completed accurately. The form was designed as an Excel spreadsheet and may be completed by entering data in the appropriate cells. Edit checks are built into the spreadsheet to assist in the proper preparation of the form. If you would like to have the Excel file sent to you via e-mail, request the form by sending an e-mail to locgov@audits.ga.gov. Please note that one form should be submitted for each grant from the Governor's emergency fund or from a special project appropriation. A form must be submitted for each year in which the funds are expended or remain unexpended by the local government or its Subrecipient. Data should be provided in Column 1 for the fiscal year upon which the local government is reporting. Data in Column 2 should represent cumulative totals from the year of grant award through the fiscal year upon which data is provided in Column 1.

The appropriate officials should sign and date the section entitled "Certification of Local Government Officials".

- Where the grant is in excess of \$5,000 and is *not expressly* designated by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by use of a form expressly for subrecipient grants, the certification must be made by the recipient local government and by the local government auditor.
 - An example Independent Accountant's Report to be used when the local government is determined to be in compliance with the provisions of O.C.G.A. § 36-81-8.1 is included in this instruction package. If the government is not in compliance with these provisions, the AICPA's Codification of Standards for Attestation Engagements, Section 601 provides guidance on the appropriate reporting format.
- Where the grant in excess of \$5,000 *is designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, the certification by the local government auditor required by subsection O.C.G.A. § 36-81-8.1(b) may also be made by an in-house or internal auditor of the local government, who meets the education requirements contained in subparagraph (a)(3)(A) of Code Section 43-3-6. The in-house auditor must do more than confirm that Recipient has contracted with Subrecipient for Grant Purposes; the in-house auditor must take steps reasonable for an in-house auditor to confirm that Subrecipient is applying the Grant Funds as required by the Grant.
- Where the grant is for \$5,000 or less and is *not expressly designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants:
 - Recipient local government must submit the properly completed grant certification form except that only the local government need certify, and the certification of an auditor is not required.
- However, if the grant for \$5,000 or less also *is designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, local government must also require the subrecipient to submit to local government a notarized affidavit.
 - The affidavit must be executed by the executive director, president, chairperson, chief executive officer, or other responsible party representing the subrecipient reasonably acceptable to Recipient, by whatever name or title, to whom the grant funds are disbursed.
 - The affidavit shall be in the form approved by the State Auditor.
 - Such affidavit shall be submitted annually (or biennially when allowed by O.C.G.A. § 36-81-7) for each year that grant funds are expended or remain unexpended according to a schedule established by the local government and shall be made on the form annexed below.
 - Local government must submit a true copy of the affidavit to the Department of Audits and Accounts when submitting its certification.

Mail the Grant Certification Form (including Independent Accountant's Report, report of in-house or internal auditor, and copy of affidavit as the case may be) with one copy of the audited annual financial report to:

State of Georgia, Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.
Room 1-156
Atlanta, Georgia 30334

If the local government meets the eligibility criteria for an agreed upon procedures engagement in accordance with the provisions of O.C.G.A. § 36-81-7, the local government is responsible for ensuring that the procedures performed by its independent certified public accountant are sufficient in scope to enable the CPA to complete the Independent Accountant's Report. These procedures include examination of grant application and award documentation to become familiar with the terms and conditions of the grant; verification of receipt of grant proceeds; and evaluation of the local

government's documentation of expenditures. The purpose of these procedures is to comply with the provisions of O.C.G.A. § 36-81-8.1, requiring certification that the grant funds were used solely for the express purpose or purposes for which the grant was made.

Whether the local government engages an independent certified public accountant to perform an audit or perform the agreed upon procedures, for purposes of meeting the requirements of O.C.G.A. § 36-81-8.1, the independent CPA should be engaged to examine management's assertion of compliance with the requirement to use grant funds solely for the express purpose or purposes for which the grant was made. The independent CPA should conduct the engagement in accordance with the standards for examination engagements for compliance attestation contained in the AICPA's Codification of Statements on Standards for Attestation Engagements. An example report is included in page 4 of these instructions.

This form along with the Independent Accountant's Report, report of in-house or internal auditor, or copy of affidavit, as the case may be, is required to be filed with the state auditor in conjunction with the annual audit for each year in which grant funds are expended or remain unexpended by the local government.

Questions concerning the provisions of O.C.G.A. § 36-81-8.1, the State of Georgia Grant Certification Form, the affidavit or attestation engagements should be referred to the Nonprofit and Local Government Audits Division, Georgia Department of Audits and Accounts, at the address listed above, telephone (404) 656-9145; fax (404) 651-5608; or e-mail locgov@audits.ga.gov.

**State of Georgia Grant Certification Form
Local Government Recipient**

Certification of Local Government Officials

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official _____ Date: _____

Signature of Chief Financial Officer _____ Date: _____

**State of Georgia Grant Certification Form
Independent Accountant's Report**

We have examined management's assertion included in the accompanying State of Georgia Grant Certification Form(s) about *[name of government]*'s compliance during the fiscal year ended *[date]* with the requirement to use grant proceeds solely for the purpose or purposes for which the grant was made for each of the following grant award(s):

[Individually identify each grant award of Governor's emergency funds and/or special project appropriations.]

Management is responsible for *[name of government]*'s compliance with this requirement. Our responsibility is to express an opinion on management's assertion about *[name of government]*'s compliance based on our examination.

Our examination was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of government]*'s compliance with this requirement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of government]*'s compliance with the specified requirement.

In our opinion, management's assertion that *[name of government]* complied with the aforementioned requirement during the fiscal year ended *[date]* is fairly stated, in all material respects.

This report is intended solely for the information and use of the Georgia Department of Audits and Accounts and the State grantor agency identified on the Grant Certification Form and is not intended to be and should not be used by anyone other than the specified parties.

[Signature]
[Date]

EXHIBIT E
Quarterly Project Status Update



GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB)
Quarterly Project Status Update

DATE:
____/____/____

GTIB AWARDEE NAME: _____

NAME OF FUNDED PROJECT: _____

AWARD DATE: _____ **PROJECTED COMPLETION DATE:** _____

CURRENT PHASE OF PROJECT: PE Right-Of-Way Acquisition Construction

CURRENT STATUS: (Please attach any supporting documents or related renderings, photos or images.)

**EXHIBIT F
DRAW REQUEST**

Form of Draw Request

Date

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
47 Trinity Avenue
Atlanta, Georgia 30334

Re: Grant Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“GTIB”) and _____ (“Recipient”), dated _____, 2016 (“Agreement”)/ Draw Request No.: __*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Recipient hereby requests disbursement in the amount of \$_____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Grant Agreement aggregate \$_____.
2. Time period covered by this Request is for work performed on the Project between _____, 201_ and _____, 201__.
3. The amounts hereby requested have been incurred by or on behalf of the Recipient for Eligible Costs on the Project.
4. The amounts hereby requested are “motor-fuel tax eligible” as set forth in O.C.G.A. §32-1-1 et.seq.
5. The amount of this Request, together with all prior Requests, does not exceed the amount of the Grant, and the amount of this Request together with the sum of all disbursements of the Grant proceeds made and to be made will not exceed the Grant Amount or the amount allocated for the applicable line item of the Budget as set forth in **Exhibit B** of the Agreement.
6. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Grant proceeds.
7. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
8. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
9. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.

10. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the GTIB and with good engineering practices.
11. The Recipient is in compliance with all of the terms and conditions of the Grant Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project ("Other Agreements") and there does not currently exist an Event of Default under the Grant Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Recipient.

This _____, 201_.

RECIPIENT NAME

By: _____
Name: _____
Title: _____

The Request for an Advance must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Recipient's behalf.

* For each Request, the Recipient will insert a new number in chronological order.

**Attachment 1
To
Exhibit F
Draw Request**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Phase of Work***

A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit B (Project Information), the status of the on-going work included in the draw request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this draw request.*

**** Seeks the line item, as set forth in the breakdown of the Project Budget in **Exhibit B** that the work for which payment is requested falls under.*

EXHIBIT H

Special Conditions

No special conditions.

EXHIBIT I

**Georgia Environmental Protection Act
(O.C.G.A. §12-16-1, et seq.) (“GEPA”)**

The Recipient may be required to comply with the provisions of GEPA. In determining whether the Recipient must comply with GEPA the Recipient should take into consideration many factors including the source of other funds (excluding GTIB funds) that the Recipient will use to fund the Project and whether a government entity that would otherwise be subject to GEPA requirements will let or otherwise perform construction on the Project. The Recipient should contact its legal counsel in order to determine whether Recipient must comply with the GEPA requirements as a result of the Grant.