



4800 Ashford Dunwoody Road  
 Dunwoody, Georgia 30338  
 dunwoodyga.gov | 678.382.6700

## MEMORANDUM

**To:** Mayor and City Council

**From:** Michael Smith, Public Works Director

**Date:** October 28, 2019

**Subject:** **Approval of an Amended Agreement with MARTA and the Perimeter Community Improvement District (PCID) for the Hammond Drive Pedestrian Signal**

### **ITEM DESCRIPTION**

Approval of an amended and restated sub-grant agreement between Dunwoody, MARTA and the PCID for receipt of federal funds by the PCID to construct a mid-block pedestrian signal across Hammond Drive at the Dunwoody MARTA station.

### **BACKGROUND**

The PCID, referred to as the sub-grantee in the attached agreement, has been awarded federal funds of up to \$320,000 for construction of a mid-block pedestrian signal across Hammond Drive, near the bus entrance to the Dunwoody MARTA station. This segment of Hammond Drive has the highest number of mid-block, pedestrian crossings measured in Dunwoody, with over 20 crossings per hour during the morning and afternoon peak traffic periods and nearly 60 crossings per hour during the lunch hour.

With the high pedestrian volume and over 20,000 vehicles per day on Hammond Drive, the PCID has secured funding for a pedestrian hybrid beacon that displays a red light to drivers when the pedestrian activates the signal via a push button. In January 2017, the city council approved the original agreement required to access the federal funds through MARTA. Construction was subsequently delayed to evaluate whether the new station access point on the south side of Hammond Drive at the State Farm office building would diminish the number of pedestrian crossings and the need for the signal. Subsequent pedestrian counts found that demand actually increased with workers from the office building walking back and forth to the mall during lunch. The design for the crossing was updated to reflect the new pedestrian traffic patterns and shift the crossing a little further east from the new State Farm driveway. Improvements originally planned on MARTA property were also removed from the project scope which necessitated an amendment to the previously approved agreement with MARTA.

### **FUNDING**



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In addition to the \$320,000 of federal funds, the PCID is providing the local matching funds of \$80,000 and the construction management oversight. The City's financial commitment is to provide the ongoing maintenance for the signal which is estimated to be approximately \$3,000 per year.

**RECOMMENDED ACTION**

Staff recommends approval of the amended and restated sub-grant agreement in order to access the federal funds for construction of the pedestrian signal.

**AMENDED AND RESTATED  
SUBGRANT AGREEMENT FOR  
HAMMOND DRIVE – DUNWOODY STATION PEDESTRIAN ACCESS  
IMPROVEMENTS PROJECT**

THIS AMENDED AND RESTATED SUBGRANT AGREEMENT (“Agreement”), is entered into and made effective as of the \_\_\_\_ day of October \_\_\_\_, 2019, (“execution date”) by and between the METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, (“MARTA” or the “Authority”) on behalf of the Federal Transit Administration (“FTA”), the Central Perimeter Community Improvement District (the “CPCID” or “Sub-Grantee”), and the City of Dunwoody (the “City”).

WHEREAS, MARTA, as the Grant Recipient, desires to administer the grant of funds to the Sub-Grantee for a pedestrian access project described in Attachment A (the “Project”), which is to be partially financed by a grant from the United States Department of Transportation, FTA (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the Concerned Funding Agencies” or “FTA”), said grant evidenced by an Agreement identified as Grant No. GA-95-X031 dated as of August 20, 2015 (as the “Grant Agreement”) between MARTA and the FTA; and

WHEREAS, the parties hereto entered into that certain Subgrant Agreement dated as of May 5, 2017 (“Subgrant Agreement”) to allow for certain improvements to be made for a mid-block crossing of Hammond Drive in Dunwoody, Georgia as amended by that certain First Amendment to Subgrant Agreement dated as of May 3, 2019, which extended term of the agreement by one month to allow the parties to fully amend and restate the Subgrant Agreement;

WHEREAS, the parties agree that the Sub-Grantee has been approved for the receipt of the funds by MARTA; and

WHEREAS, the City will own and maintain those Project assets to be constructed in the public right-of-way.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Reimbursement to the Sub-Grantee. MARTA hereby agrees to manage and administer the funds and reimburse the Sub-Grantee from the funds for the eligible costs associated with the Project. The Sub-Grantee hereby agrees to perform the obligations hereinafter set forth in accordance with the terms and conditions contained or incorporated herein.
2. Scope of Services. The Sub-Grantee shall do, perform and carry out the Project described in Attachment A attached hereto and made a part hereof.
3. Time of Performance. Work and services for the Project shall be undertaken and pursued in such sequence so as to assure their expeditious completion and as may be required in Attachment A. The term of this Agreement is two (2) years from the execution date of this Agreement or until the funds are depleted, whichever occurs first.
4. Compensation. The Sub-Grantee shall be reimbursed for the costs of the Project as set forth in Attachment B attached hereto and made a part hereof. MARTA shall make payment to the Sub-Grantee in accordance with Section II.A of Attachment B.

5. Formal Communication. The Sub-Grantee shall furnish progress and financial reports as set forth in Paragraphs 12 and 16 of this Agreement to MARTA no later than ten (10) days after the end of each quarter. All formal communication regarding this Agreement shall be in writing among the persons executing this Agreement on behalf of the Sub-Grantee, the City and MARTA. However, the Sub-Grantee, the City and MARTA shall each have the right to designate in writing to the other an agent to act on his behalf of each entity regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

6. MARTA's and Sub-Grantee's Designated Agents. Pursuant to Paragraph 5 above, MARTA hereby designated Onyinye Akujuo, the Director of Grant Programs, all correspondence shall be directed to her at MARTA, 2424 Piedmont Road, N.E., Atlanta, GA 30324-3330 with copies to legal. CPCID, as Sub-Grantee, hereby designates the Chief Financial Officer as its agent for purposes of this Agreement only. All correspondence shall be direct to him/her at Perimeter Community Improvement Districts, 1100 Abernathy Road N.E., Building 500, Suite 15, Atlanta, GA 30328 with a copy to Charles F. Palmer, Troutman Sanders LLP, 600 Peachtree Street, NE, Suite 5200, Atlanta, GA 30308. The City hereby designates Michael Smith, Public Works Director, as its representative.

7. Review and Coordination. To ensure adequate assessment of the Project and proper coordination among interested parties, MARTA shall be kept fully informed of the progress of the work and services to be performed hereunder. The Sub-Grantee, or its designee, may be required to meet with designated representatives of MARTA and the Concerned Funding Agencies from time to time, as reasonably requested by MARTA, to review the work and services performed. Reasonable notice of such review meetings shall be given to the Sub-Grantee.

8. Inspections. Authorized representatives of MARTA and the FTA may at all reasonable times review and inspect the Project activities, improvements, and data produced or collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, equipment, improvements studies, records, and computations prepared by or for the Sub-Grantee under this Agreement shall be made available to authorized representatives of MARTA and the FTA for inspection and review at all reasonable times in the Sub-Grantee's office where data is normally accumulated. All reviews and inspections contemplated in this Paragraph shall be performed in such a manner as to not unduly delay the Project.

9. Maintenance of Records. The Sub-Grantee and the City shall maintain all books, documents, papers, accounting records and other evidence pertaining to the Project and shall make such material available at all reasonable times during the term of this Agreement for inspection by MARTA, the FTA, and the Comptroller General of the United States, or any of their duly authorized representatives. Records shall be maintained by the Sub-Grantee and the City a minimum of three (3) years following project close-out or the termination of this Agreement, whichever occurs first. The Sub-Grantee and the City shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

10. General. The Sub-Grantee and the City agree to carry out the Project in compliance with requirements relating to the application, acceptance and use of federal funds for this Project, including 49 CFR part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and the Federal Transit Administration Master Agreement [FTA MA (21)] dated October 1, 2014 and as amended or revised. The Sub-Grantee assures and certifies that it shall comply with all requirements imposed by MARTA or the FTA concerning special requirements of law or Project requirements including, but not limited to, FTA Circulars 4220.1F, "Third Party Contracting Guidance" and 5010.1D, "Grant Management Requirements", as such documents exist at the time of the execution of this Agreement and as they

may be amended from time to time. The Sub-Grantee shall include the provisions of this paragraph in any subcontract executed in connection with the Project.

11. Sub-Grantee's Personnel. The Sub-Grantee and the City represent that they have, or will secure at their own expense, all personnel required to perform the services under this Agreement, or that they will contract with entities or persons having sufficient personnel required to perform the services required by this Agreement. Such personnel shall not be employees of MARTA during any time within the twelve (12)-month period immediately prior to the date of this Agreement, and during the term of the Project, except with the express prior written consent of MARTA, which consent shall not be unreasonably withheld. Further, the Sub-Grantee and the City agree that no such former MARTA employees shall be involved in any way with performance of this Agreement, without the express prior written approval of MARTA, which consent shall not be unreasonably withheld.

12. Reports. The Sub-Grantee or its designee shall provide to MARTA on a quarterly basis narrative progress reports, in such form as may be reasonably specified by MARTA, outlining the work accomplished by the Sub-Grantee during the quarter of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of each quarter of such report. The Sub-Grantee shall also provide any information as may be requested by the Concerned Funding Agencies or their authorized representatives as required for annual and/or special performance reports.

13. Compliance with Requirements of the FTA. The Sub-Grantee and the City shall be bound by the applicable terms and conditions of the Grant Agreement between MARTA and the FTA which said Grant Agreement is on file in the offices of MARTA and is attached hereto and incorporated herein as Attachment D. In the event of new Federal directives or requirements, the FTA may initiate a change to the terms and conditions of the Grant Agreement. MARTA will notify the Sub-Grantee and the City in writing of any applicable changes in the terms and conditions of the Grant Agreement within a reasonable time after MARTA has received appropriate notice of such changes from the FTA.

14. Data to be Furnished by MARTA. All information, data, reports, records and maps which exist, readily available and reasonably necessary, as determined by MARTA, for the performance by the Sub-Grantee of the work and services required by this Agreement shall be furnished to the Sub-Grantee without charge by MARTA. MARTA, its agents and employees, shall fully cooperate with the Sub-Grantee or any of the Sub-Grantee's subcontractors in the performance of the Sub-Grantee's duties under this Agreement.

15. Rights in Documents. Materials and Data Produced. The Sub-Grantee agrees that all reports, studies, records, and other data prepared by or for it under the terms of this Agreement shall be the joint property of MARTA, City and the Sub-Grantee upon termination or completion of the work. MARTA shall have the right to use the same without restriction or limitations and without compensation to the Sub-Grantee other than that provided for in this Agreement. For purposes of this Agreement, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. The Sub-Grantee and City acknowledge that matters regarding the rights to invention and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to specific situations may be obtained by written request to MARTA.

16. Financial Reports. In addition to other records required by this Agreement, the Sub-Grantee agrees to provide to MARTA such additional financial reports in such form and frequency

as MARTA may reasonably require in order to meet MARTA's requirements for reporting to the FTA. Such reports will include comparisons of actual costs and budgeted costs and projected variances.

17. Insurance. Sub-Grantee shall fully indemnify MARTA for, and save it harmless from, any and all liability, claim of liability, loss, damage, and expense, including reasonable attorney fees, directly or indirectly resulting from or arising out of or in connection with the death or injury to any person or persons, or the loss of or damage to any property, to the extent caused by the negligent performance of work performed by or wrongful act of the Sub-Grantee under this Agreement. The Sub-Grantee will further ensure that its contractors are fully licensed to perform the services contemplated, and will carry adequate insurance coverage to indemnify MARTA and the Sub-Grantee against any claim of liability, loss, damage, and expense, including reasonable attorney fees, directly or indirectly resulting from or arising out of or in connection with the death or injury to any person or persons, or the loss of or damage to any property, caused or alleged to be caused by the negligent provision of the services contemplated by the Project. Sub-Grantee shall not be required to indemnify, hold harmless, or defend MARTA against a claim to the extent such claim is caused by the negligence or wrongful act, or the breach or violation of applicable law, statute, ordinance, code, rule and regulation, or lawful order of any public authority by MARTA.

18. Audits. The Sub-Grantee shall cause audits to be accomplished in a manner consistent with OMB Circular A-133. Copies of all reports resulting from said audits shall be furnished to MARTA no later than 30 calendar days after they are received by the Sub-Grantee. In addition, the Sub-Grantee agrees to obtain or assist with any other audits required by the Concerned Funding Agencies.

19. Interest of Sub-Grantee. The Sub-Grantee covenants that, to its knowledge, neither the Sub-Grantee, nor anyone controlled by the Sub-Grantee, controlling the Sub-Grantee, or under common control with the Sub-Grantee, nor its agents, employees or subcontractors, presently has an interest, nor shall acquire a direct interest which would conflict with the performance of its service hereunder in an impartial and unbiased manner. The Sub-Grantee further covenants that in the performance of this Agreement the Sub-Grantee shall not employ any person the Sub-Grantee knows to have any such interest as an agent, subcontractor or otherwise. If the Sub-Grantee contemplates taking some action which may constitute a violation of this paragraph, the Sub-Grantee shall request in writing the advice of MARTA, and if MARTA notifies the Sub-Grantee in writing that the Sub-Grantee's contemplated action will not constitute a violation hereof, then the Sub-Grantee shall be authorized to take such action without being in violation of this paragraph. MARTA will not unreasonably withhold any such notification.

20. Interest of Members of MARTA and Others. No officer, member or employee of MARTA, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly interested; nor shall any such officer, member or employee of MARTA, or public official of any local government affected by the Project, have a direct interest in this Agreement or the proceeds arising there from.

21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise here from.

22. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Sub-Grantee or the City or any of their employees, servants, agents

or subcontractors as a partner, employee, servant, or agent of MARTA, nor shall any party to this Agreement have any authority to bind any other party in any respect, it being intended that each party shall remain an independent contractor.

23. Approval of Subcontracts. None of the work or services to be performed under this Agreement by the Sub-Grantee shall be subcontracted without the prior written approval of MARTA, which approval shall not be unreasonably withheld. If such subcontracting is authorized pursuant to this Section, all subcontract documents shall be submitted to MARTA for its review and approval prior to the execution of such subcontract. Further, if requested by MARTA, the Sub-Grantee shall provide MARTA with such documentation as MARTA shall require, regarding the method the Sub-Grantee used in selecting its subcontractor. The Sub-Grantee acknowledges that the selection of subcontractors is through federal funds, and the selection of subcontractors shall be governed by the regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Sub-Grantee agrees to abide by such regulations in its selection procedure.

24. Assignability. No party shall assign or transfer all or any portion of its interest in this Agreement without the prior written approval of all the other parties. Any attempted assignment in violation of this paragraph shall be null and void.

25. Charter Service Operations. The Sub-Grantee agrees that neither it nor any public transportation operator performing work in connection with this Project will engage in charter service operations, except as authorized by 49 U.S.C 5323 (d) and FTA regulations, "Charter Service", 49 C.F.R. Part 604, and any Charter Service regulations of FTA directives that may be issued, except to the extent that FTA determines otherwise in writing.

26. Reserved.

27. Public Transportation Employee Protective Arrangements. The Sub-Grantee agrees that 49 U.S.C. 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance for this project. Therefore, the Sub-Grantee understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) it must carry out the Project as provided in its U.S. Department of Labor (DOL) Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) it must comply with 49 U.S.C. 5333(b), and any future amendments thereto; and (c) it must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements.

28. Use of Project Assets (Property and Equipment). The Sub-Grantee and the City agree to use the Project Assets (i.e., capital improvements, facilities, property/equipment, etc.) funded by this Agreement for their appropriate and applicable public transit purpose for the duration of their useful life in accordance with FTA requirements. The Sub-Grantee and the City, as appropriate, agree to maintain continuing control of the Project Assets in a manner satisfactory to FTA and MARTA. Should the Sub-Grantee and/or the City remove any of the Project Assets from public transit use prior to the end of their useful life, the removing party shall refund the remaining federal interest, based on the undepreciated value of the asset, to MARTA, who in turn will forward such payment to the FTA. Further, neither the Sub-Grantee nor the City shall allow any incidental use of the Project Assets without express prior written permission of MARTA and/or the FTA. The project equipment may be disposed of at the end of its FTA-mandated useful service life, after obtaining concurrence from MARTA.

29. Maintenance. The Sub-Grantee and/or the City shall provide for proper maintenance and repair of the Project Assets in accordance with FTA requirements.

30. Asset/Property Records. The Sub-Grantee, in coordination with the City and MARTA as appropriate, and the City shall maintain adequate records of the assets purchased under this Agreement in accordance with FTA requirements and shall provide a copy of such records to MARTA within five days upon request.

31. Amendments/Changes to the Agreement. Any party may request changes in this Agreement. Such changes, including any increase or decrease in the amount of the Sub-Grantee's compensation, shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of MARTA by MARTA's General Manager/CEO or his authorized agent. Budget revisions involving the reallocation of limited amounts between approved Project Budget line items may be approved by MARTA's Director of Grant Programs.

32. Assurances.

I. The Sub-Grantee hereby assures and certifies that:

a. It will comply with the regulations, policies, guidelines and requirements contained in FTA Circulars, 4220.1F, 4702.1A, 4704.1, 5010.1D and 9030.1, OMB Circulars A-87, and A-133, and all applicable Georgia statutes as appropriate, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project, and all as may be amended during the term of this Agreement.

b. It possesses legal authority to enter into this Agreement, and a resolution, motion or similar action has been duly adopted or passed as an official act of the Sub-Grantee's governing body authorizing the execution of this Agreement and directing and authorizing the person identified as the official representative of the Sub-Grantee to act in connection with the execution of the Agreement and to provide such additional information as may be required.

c. It will comply with all applicable provisions of the United States of America Department of Transportation Federal Transit Administration Master Agreement (FTA MA [21], October 1, 2014), and as amended from time to time.

d. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those who have family or business ties.

e. It will comply and require the compliance of any third-party contractor at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "**Debarment and Suspension**," 31 U.S.C 6101 note, and U.S. DOT regulations, non-procurement Suspension and Debarment, "2 C.F.R. Part 1200. The Sub-Grantee agrees to, and will require that its third party contractors and other participants at any tier of the Project review the "excluded Parties Listing System" at <http://epls.gov> before entering into any sub agreement, lease, third party contract, or other arrangement in connection with the Project. If, in the event the Sub-grantee learns that a third party has been debarred or excluded, it will immediately notify MARTA, who will then provide written notice to FTA.

f. It will cooperate with MARTA in assisting the FTA in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and 36 CFR Part 800 by (i) consulting, through MARTA, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the activity, and notifying, through



MARTA, the Concerned Funding Agencies of the existence of any such properties, and by (ii) complying with all requirements established by MARTA or the funding agencies to avoid or mitigate adverse effects upon such properties.

g. It will cooperate with MARTA in assisting the FTA in compliance with the National Environmental Policy Act of 1969, as amended (NEPA), and the implementing Joint FHWA and FTA regulations and related requirements.

h. It will cooperate with MARTA in complying with the applicable requirements of the Federal Financial Accountability and Transparency Act (FFATA) sub-award reporting requirements.

i. It understands that the phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct federal assistance.

j. For sub-grant contracts not involving federal financial assistance for construction, it will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency’s (EPA) list of Violating Facilities and that it will notify the funding agencies, through MARTA, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.

k. It will comply with Title VI of the Civil Rights Act of 1964, as amended, and, in accordance with Title VI of that Act, no person shall, on the grounds of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Project or activity for which the Sub-Grantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.

The Sub-Grantee shall take affirmative action to ensure that qualified applicants are employed, and qualified subcontracts are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex, or natural origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and education activities.

If the Sub-Grantee has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the Sub-Grantee as specified in Attachment B of the contract is fifty thousand dollars (\$50,000) or more, the Sub-Grantee certifies that: (a) it has developed a written Affirmative Action Plan (AAP) which includes: an analysis of the Sub-Grantee’s work force showing by job category the extent to which minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (b) it presently has such a plan in effect and such plan will remain in effect at least until the Project completion date of this contract.

The Sub-Grantee agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause. The Sub-Grantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Sub-Sub-Grantee state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin.

The Sub-Grantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Sub-Grantee shall cause foregoing provisions to be binding upon each contractor and subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000.00).

The Sub-Grantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as MARTA or the funding agencies may reasonably require.

The Sub-Grantee agrees to comply with such rules, regulations, or guidelines as MARTA or the funding agencies may issue to implement the requirements of this paragraph, including those under 49 CFR Part 21.

l. It will comply with the current U.S. Department of Transportation regulations on Disadvantaged Business Enterprise (DBE) participation at 49 CFR Part 26 or at another Part, if reissued, and any requirements or guidance the Concerned Funding Agencies may issue.

m. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

n. It will comply with the applicable provisions of the Americans with Disabilities Act of 1990.

II. The City hereby assures and certifies that:

a. It possesses legal authority to enter into this Agreement, and a resolution, motion or similar action has been duly adopted or passed as an official act of the City's governing body authorizing the execution of this Agreement and directing and authorizing the person identified as the official representative of the City to act in connection with the execution of the Agreement and to provide such additional information as may be required.

b. It will comply with all applicable provisions of the United States of America Department of Transportation Federal Transit Administration Master Agreement (FTA MA [21], October 1, 2014), and as amended from time to time.

c. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those who have family or business ties.

d. It will cooperate with MARTA in assisting the FTA in compliance with the National Environmental Policy Act of 1969, as amended (NEPA), and the implementing Joint FHWA and FTA regulations and related requirements.

e. It will comply with Title VI of the Civil Rights Act of 1964, as amended, and, in accordance with Title VI of that Act, no person shall, on the grounds of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Project or activity for which the City receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.

f. It will comply with the applicable provisions of the Americans with Disabilities Act of 1990.

33. Lobbying Restrictions. In compliance with 31 U.S.C 1352 (a), the Sub-Grantee agrees that no part of any funds under this Sub-grant Agreement shall be used to pay the costs of influencing any officer or employee of a federal agency, member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending a Grant Agreement or an appropriation. The Sub-Grantee further agrees to comply and to require the compliance of each lessee, third party contractor or other participant in any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20. Modified as necessary by 31 U.S.C 1352, as amended. The required Lobbying certification is attached to and made part of this Agreement (Attachment C). The Sub-Grantee agrees to provide any required updates to SF- LLL to MARTA on a quarterly basis.

34. Other Requirements. In addition to other requirements of this Agreement, the Sub-Grantee and the City agree to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, including but not limited to, 49 CFR 18 and OMB Circular A-87, as appropriate. All such documents are available for inspection in the offices of MARTA and are hereby made part of this Agreement fully as if the same were attached hereto.

35. Termination for Convenience. The Sub-Grantee may terminate this Agreement in whole or in part when it determines that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall, through formal Agreement amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Sub-Grantee shall not incur new obligations as possible. MARTA shall allow full credit to the Sub-Grantee for the non-cancelable obligations properly incurred by the Sub-Grantee prior to termination. Should the Sub-Grantee terminate the Agreement for convenience after receiving funds pursuant to this Agreement and should those received funds not have been used by the Sub-Grantee in furtherance of the Project, the Sub-Grantee shall refund those unused funds to MARTA, who in turn will forward such payment to the FTA.

36. Termination of the Agreement for Cause. If through any cause, the Sub-Grantee or the City shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Sub-Grantee or the City have or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, MARTA shall thereupon have the right to terminate this Agreement after giving written notice to the Sub-Grantee and the City of such proposed termination and after providing the party in breach at least thirty (30) days in which to cure such default.

If the party in breach fails to cure such default in a timely manner, MARTA may terminate this Agreement by providing written notice of termination, specifying the effective date thereof, to the Sub-Grantee and the City. The Sub-Grantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing, to the extent provided by law and without waiving any of its defenses of sovereign or official immunity, the Sub-Grantee or the City shall not be relieved of liability to MARTA for damages sustained by MARTA by virtue of any breach of this Agreement by the Sub-Grantee.

37. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds allocated to MARTA by the FTA for carrying out the functions to which this Agreement relates are not available or not provided, then, upon

written notice to the Sub-Grantee and the City, this Agreement shall immediately terminate without further obligation to MARTA, the City or to Sub-Grantee; provided, however, that the Sub-Grantee shall be entitled to receive compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment B.

38. Restriction on Expenditures by Sub-Grantee Due to Non-Availability of Funds. In the event MARTA shall determine that the funds expected to be received from the FTA hereunder may not become available at such times as will ensure the continuity of the services to be provided hereunder, then MARTA shall have the right to limit, from time to time, or cancel the expenditures which the Sub-Grantee may incur hereunder. In such event, MARTA shall notify the Sub-Grantee in writing of the amount which the Sub-Grantee may expend during the period of such restriction. Such notification shall be provided at least ten (10) calendar days prior to the imposition, modification or continuation of such restriction. If such limitation of expenditures delays the performance of the services hereunder, then Sub-Grantee shall be excused from the timely performance of its obligations hereunder to the extent of such delay. In the event funds are not available and MARTA fails to provide to Sub-Grantee the notice as required hereunder, then MARTA shall be responsible for any expenditure made by Sub-Grantee prior to receipt of notice.

39. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.

40. Termination of Subgrant Agreement. The parties acknowledge and agree that from and after the Effective Date of this Agreement the Subgrant Agreement shall be null, void and of no further force or effect.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Sub-Grantee, the City and MARTA have executed this Agreement as of the day first above written.

**METROPOLITAN ATLANTA  
RAPID TRANSIT AUTHORITY**

**CENTRAL PERIMETER  
COMMUNITY IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Jeffrey A. Parker  
General Manager /CEO

By: \_\_\_\_\_  
Ann M. Hanlon  
Executive Director

Federal Tax ID. Number: **580964286**

Federal Tax ID. Number: **064500903**

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Counsel, Metropolitan Atlanta  
Rapid Transit Authority

\_\_\_\_\_  
Legal Counsel

**CITY OF DUNWOODY, GEORGIA**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## ATTACHMENT A

### PROJECT DEFINITION AND SCOPE

**I. General:** The work and services to be provided by the Sub-Grantee are in support of the following Federal Transit Administration (FTA) Grant:

Grant No. GA-95-X031

Title: **Hammond Drive—Dunwoody Transit Station Pedestrian Access Improvements**

**II. Program Purpose and Goals:** To provide capital funding to construct a mid-block pedestrian crosswalk on Hammond Drive and related improvements to facilitate pedestrian access to the MARTA Dunwoody Transit Station.

**III. Project Background:** The source of the Federal assistance for this Sub-grant Agreement is Surface Transportation Program (STP) funds allocated by the Atlanta Regional Commission (ARC) under their Last Mile Connectivity Program in the Metropolitan Transportation Improvement Program under TIP Project # M-AR 312. These funds have been flexed/transferred from FHWA to FTA. The design of this project has been conducted by CPCID with local funds outside the scope of this Sub-grant Agreement.

**IV. Area Covered.** The project area is Hammond Drive and the MARTA Dunwoody Transit Station, within the City of Dunwoody, Georgia.

**V. Project Term:** The term of this Agreement is two (2) years or until the funds are depleted, whichever occurs first.

**VI. Project Scope:** The project scope consists of the following elements: construction of a mid-block ADA-accessible pedestrian crosswalk on Hammond Drive, including the furnishing and installation of high-intensity activated cross-walk (“HAWK”) signaling equipment; installation of concrete pavers in the public right-of-way to a Refuge Island in Hammond Drive, The Site Plan is enclosed as Attachment A-1. The Sub-Grantee shall accomplish this scope of work primarily through the issuance of a third-party procurement contract.

**VII. Responsible Parties:** CPCID shall be responsible for project implementation, including without limitation the procurement and administration of the third-party capital improvements/construction contract. MARTA shall review the proposed third-party contract specifications and procurement documentation and provide oversight throughout project implementation. Upon project completion, the City shall assume ownership of and all maintenance responsibility for the project assets in the public right-of-way that are not on MARTA’s property.

**VIII. Review and Coordination Process:** The Sub-Grantee shall coordinate with MARTA (and the City, as may be appropriate/required) in all phases of the Project scope of services and Project terms. Sub-Grantee shall submit copies of the Project deliverables to MARTA for review and comments at each stage of the process, or as otherwise requested by MARTA. If the deliverables are not satisfactory to MARTA, Sub-Grantee will be required to revise and resubmit. MARTA will have 30 days to review the re-submittal. The submittal review process will continue until the submittal(s) is approved. Approvals will not be unreasonably withheld.

The Sub-Grantee will submit to MARTA for approval any proposed changes to the Project schedule, scope and budget.

MARTA shall coordinate with the Sub-Grantee in the conduct of the scope of services. Sub-Grantee shall inform MARTA of all Project coordination meetings, and MARTA will have the option to attend any or all Project meetings.

**ATTACHMENT B  
COMPENSATION AND METHOD OF PAYMENT**

**I. Compensation:** Compensation to the Sub-Grantee shall not exceed \$320,000, which is 80 percent of the total Project expenditures to be incurred. The Sub-Grantee shall be required to provide the 20 percent local matching share of the project expenditures and that amount is estimated at \$80,000. The total maximum compensation to be paid to the Sub-Grantee is not to exceed \$320,000.

A breakdown of this compensation is shown in "Attachment B-1, Project Budget," which is attached to and made a part of this Agreement for financial reporting, monitoring and auditing purposes. Changes in the Project Budget shall be made in accordance with Paragraph 31 in the main body of the Agreement.

**II. Method of Payment:** The method of payment shall be as follows:

**A. Progress Payments.** The Sub-Grantee shall be entitled to receive progress payments on the following basis. Within thirty (30) days after the end of each calendar quarter during the existence of this Agreement, the Sub-Grantee shall submit to MARTA an invoice for payment documenting actual costs incurred during the invoice period. As used herein, actual costs incurred shall include only eligible costs authorized in the Project Budget. The invoices shall also include reasonable documentation of the required local matching share. Any work for which reimbursement is requested may be disallowed if not properly documented, as reasonably determined by MARTA, in the required narrative quarterly progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the quarterly reports called for in Paragraph 12 in the main body of the Agreement, MARTA will, at the request of the Sub-Grantee, make payments to the Sub-Grantee as the work progresses. Invoices shall be numbered consecutively and submitted each quarter until the Project is completed.

Sub-Grantee's quarterly invoices and quarterly narrative progress reports are to be submitted to MARTA's Director of Grant Programs or his/her authorized agent and must be received by her/him no later than 30 days following the end of each calendar quarter, unless otherwise agreed to.

**B. Final Payment.** Final payment shall only be made upon determination by MARTA that all requirements hereunder have been completed, including any audit requirements. Upon such determination and upon submittal of a final invoice, MARTA shall pay all compensation due to the Sub-Grantee, less the total of all previous payments made.

Sub-Grantee's final invoice and final narrative progress report must be received by MARTA no later than 30 days after the Project is completed unless otherwise agreed upon between the Sub-Grantee and MARTA.

**III. Completion of Project:** It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Sub-Grantee under this Agreement exceed \$320,000.00 and that the Sub-Grantee expressly agrees that it shall do, perform and carry out in a proper manner all of the work services described in Attachment A for so long as funding is available as set forth in this Agreement.

**IV. Access to Records:** The Sub-Grantee agrees that MARTA, the FTA or Agencies, and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-Grantee



which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. This requirement will also apply to each third-party contractor, at any tier.

V. **Other Requirements:** In addition to the requirements of Paragraph 13 of the main body of the Agreement, the Sub-Grantee agrees to comply with and shall be bound by the applicable terms and conditions of all State and Federal Laws or regulations governing and defining allowable costs and associated procurement standards, including but not limited to U.S. Office of Management and Budget Circulars (A-87, and A-102), and FTA Circular 4220.1F “Third Party Contracting Requirements,” as appropriate. All such documents are available for inspection in the offices of MARTA and are hereby made a part of this Agreement as fully as if the same were attached hereto.

The Sub-Grantee further agrees that, if costs incurred by the Sub-Grantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit by MARTA, the FTA, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by MARTA, the Sub-Grantee shall promptly reimburse MARTA in full for such disallowed costs.

**ATTACHMENT B-1  
PROJECT BUDGET**

The Sub-Grantee acknowledges that the compensation agreed upon in this section is to the best of its knowledge and belief sufficient to accomplish the scope of work specified in Attachment A.

The Sub-Grantee further agrees and understands that any changes to the line item expenditure categories or designated amounts in each of these expenditure categories must be made in writing prior to the occurrence of any expenditure.

<b>PROJECT FUND SOURCES / REVENUES</b>	<b>AMOUNT</b>
1. Federal (FTA) Grant GA-95-X031	\$320,000.00
2. Local Match: CPCID	\$ 80,000.00
<b>Total Revenue</b>	<b>\$400,000.00</b>

**Project Expenditure Budget**

	<b>Line Item Description</b>	<b>Federal Share (80%)</b>	<b>Local Share (20%)</b>	<b>Total Estimated Project Cost</b>
1.	Construction and Equipment Acquisition/ Installation (Third Party Contract)	\$ 320,000	\$30,000	\$350,000
2.	Project Management (3 <sup>rd</sup> Party)	\$0	\$41,000	\$41,000
3.	Project Administration (CPCID)	\$0	\$9,000	\$9,000
	<b>TOTAL</b>	<b>\$ 320,000</b>	<b>\$ 80,000</b>	<b>\$ 400,000</b>

**ATTACHMENT B-2****PROJECT BUDGET NARRATIVE DESCRIPTION**

A narrative description of each of the Project Budget Line Items is provided below.

**1. Construction and Equipment Acquisition/ Installation (Third Party Contract) –**

This item consists of the direct costs of the third-party contract for the implementation of the project improvements as outlined in the Project Scope of Work (Attachment A, Section VI). This will include the construction of a mid-block ADA-accessible pedestrian crosswalk on Hammond Drive, including the furnishing and installation of HAWK signaling equipment; The amount budgeted is \$350,000.

**2. Project Management** – This item consists of the costs of program/project management services provided by a third-party contractor/consultant to CPCID. The amount budgeted is \$41,000.

**3. Project Administration (CPCID)** – This item consists of the in-house staff time costs to administer this project as may be incurred by CPCID the amount budgeted is \$9,000.

**4. Other**

**ATTACHMENT C**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence a member of the Board of Directors, officer, or employee of the Metropolitan Atlanta Rapid Transit Authority, or any elected, appointed, or employed official or employee of the State of Georgia, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, sub-grant agreement or contract, or the amendment or modification of any Federal grant or contract.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the Board of Directors, officer, or employee of the Metropolitan Atlanta Rapid Transit Authority, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Sub-grant Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of \$100,000 or more and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**ATTACHMENT D**  
**GRANT AGREEMENT BETWEEN MARTA AND THE FEDERAL TRANSIT**  
**ADMINISTRATION**

**DOT**

U.S. Department of Transportation

**FTA**

Federal Transit Administration

**Award**

<b>Federal Award Identification Number (FAIN)</b>	GA-95-X031-00
<b>Temporary Application Number</b>	GA-95-X031-00
<b>Award Name</b>	MARTA Rail Stn Pedestrian Access Improve
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

**Part 1: Recipient Information**

**Name: METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**

<b>Recipient ID</b>	<b>Recipient OST Type</b>	<b>Recipient Alias</b>	<b>Recipient DUNS</b>
1101	Transit Authority	METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY	064500903

<b>Location Type</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Headquarters	2424 PIEDMONT RD	ATLANTA	GA	30324
Physical Address	2424 PIEDMONT RD	ATLANTA	GA	30324
Mailing Address	2424 PIEDMONT RD NE	ATLANTA	GA	30324

**Union Information**

<b>Union Name</b>	<b>AMALGAMATED TRANSIT UNION, LOCAL 732</b>
Address 1	501 Pulliam Street
Address 2	4th Floor
City	Atlanta
State	Georgia
Zipcode	30312
Contact Name	Rodney Blackmon
Telephone	4042135122
Fax	4042235244
E-mail	rblackmon@ATU732.org
Website	www.ATU732.org

## Part 2: Award Information

<b>Title: MARTA Rail Stn Pedestrian Access Improve</b>
--

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
GA-95-X031-00	Active (Executed)	Grant	7/30/2015	7/30/2015	Yes

### Award Executive Summary

This grant application requests a federal obligation of \$820,000 in FY2014 FHWA Surface Transportation Program (STP) funds flexible funds to be administered under the FTA Section 5307 Program (\$1,025,000 total share).

These funds are programmed for pedestrian and transit enhancement projects under the Atlanta Regional Commission's (ARC) Last Mile Connectivity Program along transit stops and stations. A primary program objective is to provide safe, convenient access to transit within the metro Atlanta region.

The projects in the grant scope include, but are not limited to, bicycle parking and ramps, increased directional signage, sidewalk improvements, and other amenities as needed. Also, MARTA, in coordination with the Perimeter Community Improvement District (Perimeter CID), will construct a mid-block crossing on Hammond Drive near MARTA's Dunwoody Rail Station under this grant award.

This project is included in the adopted FY 2014-2019 Atlanta Regional Transportation Improvement Program (TIP) and incorporated by reference in the approved Georgia State Transportation Improvement Program (STIP). The ARC TIP number is M-AR-312 and GDOT STIP number is #0012644.

Correspondence dated February 5, 2014 from MARTA to the Georgia Department of Transportation (GDOT) requesting the transfer of these funds from GDOT is attached for reference. The Flex funds transfer request to FTA has been acknowledged and is in process by ARC/GDOT.

The 20% non-federal matching share for these projects will be provided from the 1% dedicated MARTA retail sales and use tax collected in DeKalb and Fulton counties and the City of Atlanta and the Perimeter CID.

MARTA's Office of Contracts & Procurement conducts a review of all potential project proponents to determine if there are any suspensions or debarment actions that have been taken or are pending against the proponent, primarily through use of a national database specifically for this purpose.

These grant activities are a categorical exclusion under NEPA.

### Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

### Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

### Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

### Frequency of Milestone Progress Reports (MPR)

Quarterly

**Frequency of Federal Financial Reports (FFR)**

Quarterly

**Award Point of Contact Information**

<b>FTA Point of Contact</b>	RG/Maggie Sandberg 404-865-5612
<b>Recipient Point of Contact</b>	Cathy Gesick 404-848-5123

**Award Budget Control Totals**

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$820,000
Local			\$205,000
State			\$0
Other Federal			\$0
<b>Total Eligible Cost</b>			<b>\$1,025,000</b>
Adjustment Amount			\$0
<b>Gross Award Cost</b>			<b>\$1,025,000</b>

**Award Budget**

	<b>Budget Item</b>	<b>FTA Amount</b>	<b>Non-FTA Amount</b>	<b>Total Eligible Amount</b>	<b>Quantity</b>
127-00	OTHER CAPITAL ITEMS (RAIL)	\$25,000.00	\$6,250.00	\$31,250.00	0
	PROJECT				
	12.79.00 ADMINISTRATION (RAIL)	\$25,000.00	\$6,250.00	\$31,250.00	0
129-00	Fixed Guideway Associated Transit Improvements	\$795,000.00	\$198,750.00	\$993,750.00	0
	CONSTRUCT PED				
	12.93.05 ACCESS / WALKWAYS	\$320,000.00	\$80,000.00	\$400,000.00	0
	REHAB/RENOV				
	12.94.05 PED ACCESS / WALKWAYS	\$225,000.00	\$56,250.00	\$281,250.00	0
	REHAB/RENOV				
	12.94.06 BICYCLE ACCESS, FACIL & EQUIP ON BUSES	\$160,000.00	\$40,000.00	\$200,000.00	0
	REHAB/RENOV				
	12.94.08 SIGNAGE	\$90,000.00	\$22,500.00	\$112,500.00	0

**Earmark and Discretionary Allocations**

This application does not contain earmarks or discretionary allocations.

**Sources of Federal Financial Assistance**



UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
130200	Atlanta, GA	2014.45.95.SX.2	00	FHWA flex trf to 5307 - STP	\$820,000	\$820,000

### Part 3: Project Information

<b>Project Title: MARTA Rail Stn Pedestrian Access Improve</b>
--

Project Number	Temporary Project Number	Date Created	Start Date	End Date
GA-95-X031-00	N/A	7/30/2015	6/30/2013	12/31/2016

**Security**

No -- We will not expend at least 1% of the 5307 funds in this grant application for security-related projects

### Project Location (Urbanized Areas)

UZA Code	Area Name
130200	Atlanta, GA

### Congressional District Information

State	District	Representative
Georgia	4	Henry C Johnson
Georgia	5	John Lewis
Georgia	6	Tom Price
Georgia	13	David Scott

### Project Budget Activity Line Items

<b>Budget Activity Line Item: 12.79.00 - PROJECT ADMINISTRATION (RAIL)</b>
--

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (RAIL) (127-00)	12.79.00	PROJECT ADMINISTRATION (RAIL)	PROJECT ADMINISTRATION (RAIL)	0

**Extended Budget Description**

This activity will provide for the cost of direct and indirect expenditures associated with the administration and management of the pedestrian access improvements included in the grant scope. This includes, but is not limited to, technical and operational review, performance reporting, and audit costs.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$25,000
Non-FTA Amount			\$6,250
<b>Total Eligible Cost</b>			<b>\$31,250</b>

Milestone Name	Est. Completion Date	Description
----------------	----------------------	-------------

Project Admin Initiated	6/30/2013
Project Admin Completed	12/1/2016

**Budget Activity Line Item: 12.93.05 - CONSTRUCT PED ACCESS / WALKWAYS**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Fixed Guideway Associated Transit Improvements (129-00)	12.93.05	CONSTRUCT PED ACCESS / WALKWAYS	CONSTRUCT PED ACCESS / WALKWAYS	0

**Extended Budget Description**

This ALI scope includes the construction of a mid-block pedestrian crosswalk on Hammond Drive at the entrance to the Dunwoody Rail Transit Station. This pedestrian access improvement is being implemented in partnership with the City of Dunwoody and the Perimeter CID to provide safe, convenient access to the Dunwoody Station.

The estimated useful life of the asset is twenty (20 years).

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$320,000
Non-FTA Amount			\$80,000
<b>Total Eligible Cost</b>			<b>\$400,000</b>

Milestone Name	Est. Completion Date	Description
Contract Solicitations Issued	4/30/2014	
Contract Award	8/31/2014	
Contract Implementation	2/15/2015	
Contract Completion	12/31/2016	

**Budget Activity Line Item: 12.94.05 - REHAB/RENOV PED ACCESS / WALKWAYS**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Fixed Guideway Associated Transit Improvements (129-00)	12.94.05	REHAB/RENOV PED ACCESS / WALKWAYS	REHAB/RENOV PED ACCESS / WALKWAYS	0

**Extended Budget Description**

This ALI scope includes renovation and construction of pedestrian access improvements at MARTA rail stations to include, but not limited to, sidewalks, access gates, and crosswalks. It is estimated that this budget will provide support for six (6) locations within the MARTA rail system. The specific sites are to be selected following a pedestrian access review conducted by MARTA's planning, transit-oriented development, architecture, and engineering departments.

All project elements will be in compliance with the American with Disabilities Act (ADA).

The estimated useful life of this asset is twenty (20) years.

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$225,000
Non-FTA Amount			\$56,250
<b>Total Eligible Cost</b>			<b>\$281,250</b>

<b>Milestone Name</b>	<b>Est. Completion Date</b>	<b>Description</b>
Contract Solicitations Issued	12/31/2014	The procurement method is to be determined by the level of project complexity/value. The RFQ/RFP and/or Purchase Orders may be issued separately for selected sites.
Contract Award	1/31/2015	
Implementation Pedestrian Acce	2/15/2015	
Complete Contract	12/31/2015	

**Budget Activity Line Item: 12.94.06 - REHAB/RENOV BICYCLE ACCESS, FACIL & EQUIP ON BUSES**

<b>Scope Name / Code</b>	<b>Line Item #</b>	<b>Custom Item Name</b>	<b>Activity</b>	<b>Quantity</b>
Fixed Guideway Associated Transit Improvements (129-00)	12.94.06	REHAB/RENOV BICYCLE ACCESS, FACIL & EQUIP ON BUSES	REHAB/RENOV BICYCLE ACCESS, FACIL & EQUIP ON BUSES	0

**Extended Budget Description**

This ALI budget includes funding support for new and/or relocated bicycle racks and bicycle ramps at selected MARTA rail stations. The bicycle facilities are to be located in safe and conveniently accessible areas to facilitate access to the rail station.

The estimated useful life of these assets is fifteen (15) years.

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$160,000
Non-FTA Amount			\$40,000
<b>Total Eligible Cost</b>			<b>\$200,000</b>

<b>Milestone Name</b>	<b>Est. Completion Date</b>	<b>Description</b>
Contract Solicitations Issued	10/15/2014	
Contract Award	12/31/2014	
Implementation Bicycle Facili	3/31/2015	
Contract Complete	12/31/2015	

**Budget Activity Line Item: 12.94.08 - REHAB/RENOV SIGNAGE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Fixed Guideway Associated Transit Improvements (129-00)	12.94.08	REHAB/RENOV SIGNAGE	REHAB/RENOV SIGNAGE	0

**Extended Budget Description**

The ALI budget provides funding for both additional and improved directional signage within the MARTA rail stations, to include the bus loops.

The specific sites are to be selected following a pedestrian access review conducted by MARTA's planning, transit-oriented development, architecture, and engineering departments.

The estimated useful life of this asset is twenty (20) years.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$90,000
Non-FTA Amount			\$22,500
<b>Total Eligible Cost</b>			<b>\$112,500</b>

Milestone Name	Est. Completion Date	Description
Contract Solicitations Issued	8/31/2014	The procurement method is to be determined by the level of project complexity/value. The RFQ/RFP and/or Purchase Orders may be issued separately for selected sites.
Contract Award	11/30/2014	
Contract Implementation	2/15/2015	
Contract Closeout	12/31/2015	

**Project Environmental Findings**

**Finding: Class 2C**

**Class Level Description**

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (RAIL) (127-00)	12.79.00	PROJECT ADMINISTRATION (RAIL)	0	\$25,000.00	\$31,250.00

**Finding: Class 2C**

**Class Level Description**

**Categorical Exclusion Description**

Type 02: Acquisition, construction, maintenance, rehabilitation, and improvement or limited expansion of stand-alone recreation, pedestrian, or bicycle facilities, such as: a multiuse pathway, lane, trail, or pedestrian bridge; and transit plaza amenities.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Fixed Guideway Associated Transit Improvements (129-00)	12.93.05	CONSTRUCT PED ACCESS / WALKWAYS	0	\$320,000.00	\$400,000.00

**Finding: Class 2C**

**Class Level Description**

**Categorical Exclusion Description**

Type 02: Acquisition, construction, maintenance, rehabilitation, and improvement or limited expansion of stand-alone recreation, pedestrian, or bicycle facilities, such as: a multiuse pathway, lane, trail, or pedestrian bridge; and transit plaza amenities.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Fixed Guideway Associated Transit Improvements (129-00)	12.94.05	REHAB/RENOV PED ACCESS / WALKWAYS	0	\$225,000.00	\$281,250.00

**Finding: Class 2C**

**Class Level Description**

**Categorical Exclusion Description**

Type 02: Acquisition, construction, maintenance, rehabilitation, and improvement or limited expansion of stand-alone recreation, pedestrian, or bicycle facilities, such as: a multiuse pathway, lane, trail, or pedestrian bridge; and transit plaza amenities.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Fixed Guideway Associated Transit Improvements (129-00)	12.94.06	REHAB/RENOV BICYCLE ACCESS, FACIL & EQUIP ON BUSES	0	\$160,000.00	\$200,000.00

**Finding: Class 2C**

**Class Level Description**

**Categorical Exclusion Description**

Type 02: Acquisition, construction, maintenance, rehabilitation, and improvement or limited expansion of stand-alone recreation, pedestrian, or bicycle facilities, such as: a multiuse pathway, lane, trail, or pedestrian bridge; and transit plaza amenities.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
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Fixed Guideway Associated Transit Improvements (129- 00)	12.94.08	REHAB/RENOV SIGNAGE	0	\$90,000.00	\$112,500.00
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## Part 4: Fleet Details

**Fleet Type:** Fixed Route

**Fleet Comments**

No impact on fleet.

		Current Value
<b>I.</b>	<b>Active Fleet</b>	
	A. Peak Requirement	0
	B. Spares	0
	C. Total (A+B)	0
	D. Spare Ratio (B/A)	0%
<b>II.</b>	<b>Inactive Fleet</b>	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	0

## Part 5: FTA Review Comments

### Application Review Comments

**Comment By Yvette Taylor**

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Comment Type	FTA Budget Revision
Date	8/20/2015
Comment	

### Application Review Comments

**Comment By Valencia D Williams**

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Comment Type	General Application
Date	11/12/2014
Project Title	MARTA Rail Stn Pedestrian Access Improve
Project Number	GA-95-X031-00
Comment	Have Official and Attorney pin the 2015 Certs and Assurances in TEAM. (C&As need to be pinned prior to grant submission.)

**Comment By Keith B Melton**

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Comment Type	General Application
Date	7/21/2015
Project Title	MARTA Rail Stn Pedestrian Access Improve

Project Number	GA-95-X031-00
Comment	1) Please re-attach the M-AR 15 Flex ltr. attachment as the file in TEAM will not open. 2). Made clarifying edits to project detail narrative on transit nexus. Please review and see if OK.

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**Comment By Carlos A Gonzalez**

Comment Type	General Application
Date	7/21/2015
Project Title	MARTA Rail Stn Pedestrian Access Improve
Project Number	GA-95-X031-00
Comment	Please ensure that the grant has language indicating that MARTA will meet ADA requirements for the Rehab/Ped Access/Walkways component of this grant. Thank you, Carlos.Gonzalez3@dot.gov



## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-21, October 1, 2014)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, <http://www.fta.dot.gov/documents/21-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

## FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

### Recipient Information

Recipient Name: METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

### Award Information

Award Number: GA-95-X031-00

Award Name: MARTA Rail Stn Pedestrian Access Improve

Award Executive Summary: This grant application requests a federal obligation of \$820,000 in FY2014 FHWA Surface Transportation Program (STP) funds flexible funds to be administered under the FTA Section 5307 Program (\$1,025,000 total share).

These funds are programmed for pedestrian and transit enhancement projects under the Atlanta Regional Commission's (ARC) Last Mile Connectivity Program along transit stops and stations. A primary program objective is to provide safe, convenient access to transit within the metro Atlanta region.

The projects in the grant scope include, but are not limited to, bicycle parking and ramps, increased directional signage, sidewalk improvements, and other amenities as needed. Also, MARTA, in coordination with the Perimeter Community Improvement District (Perimeter CID), will construct a mid-block crossing on Hammond Drive near MARTA's Dunwoody Rail Station under this grant award.

This project is included in the adopted FY 2014-2019 Atlanta Regional Transportation Improvement Program (TIP) and incorporated by reference in the approved Georgia State Transportation Improvement Program (STIP). The ARC TIP number is M-AR-312 and GDOT STIP number is #0012644.

Correspondence dated February 5, 2014 from MARTA to the Georgia Department of Transportation (GDOT) requesting the transfer of these funds from GDOT is attached for reference. The Flex funds transfer request to FTA has been acknowledged and is in process by ARC/GDOT.

The 20% non-federal matching share for these projects will be provided from the 1% dedicated MARTA retail sales and use tax collected in DeKalb and Fulton counties and the City of Atlanta and the Perimeter CID.

MARTA's Office of Contracts & Procurement conducts a review of all potential project proponents to determine if there are any suspensions or debarment actions that have been taken or are pending against the proponent, primarily through use of a national database specifically for this purpose.

These grant activities are a categorical exclusion under NEPA.

Total Award Eligible Cost: \$1,025,000.00

**Award Budget Control Totals**

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$820,000
Local			\$205,000
State			\$0
Other Federal			\$0
<b>Total Eligible Cost</b>			<b>\$1,025,000</b>
Adjustment Amount			\$0
<b>Gross Award Cost</b>			<b>\$1,025,000</b>

**Maximum Percentage(s) of FTA Participation**

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Original Project Certification Date: 07/22/2015

**Special Conditions**

There are no special conditions.

Awarded By:  
 Yvette Taylor  
 Regional Administrator  
 FEDERAL TRANSIT ADMINISTRATION  
 U.S. DEPARTMENT OF TRANSPORTATION  
 8/20/2015 10:15 PM GMT+00:00

## EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed By:

B. Knox O`Callaghan

FTA Coordinator

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

9/1/2015 10:40 PM GMT+00:0