



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:** July 25, 2022

**Subject:** **Approval of an Agreement with the Georgia Department of Transportation for the North Shallowford Path Project**

---

### **ACTION**

Authorize the Mayor, City Manager, or designee to execute a project agreement with the Georgia Department of Transportation to receive federal funding for design of the North Shallowford Path project.

### **SUMMARY**

The city has secured \$560,000 from the Atlanta Regional Commission (ARC) from a federal Surface Transportation Program - Urban (STP-Urban) Grant for design of a shared-use path on North Shallowford Road. The city has committed \$140,000 in local matching SPLOST funds for the design. The federal funding will be managed by the Georgia Department of Transportation (GDOT) and in order to access the funds the city is required to enter into a Project Framework Agreement.

### **DETAILS**

This project is referred to in the Georgetown Master Plan as North Shallowford Road Multi-Modal Improvements consisting of sidewalks, bike lanes, landscaped buffers, pedestrian crossing improvements and lighting. Bike lanes were added on North Shallowford Road by narrowing the vehicle lanes when the road was repaved in 2011, but several gaps in the sidewalk still exist. Subsequent to the addition of the bike lanes as a low-cost retrofit, the city's vision for bicycle accommodations has evolved to prioritize bicycle lanes/paths that are physically separated from vehicle traffic to encourage a wider range of riders.

The scope of this project will include adding separated bicycle accommodations and completing the sidewalks. Once the project agreement is approved the city will prepare a request for qualifications to contract with an engineering firm to design the project. Conceptual designs will be developed and presented for public input prior to final design.

### **RECOMMENDED ACTION**

Authorize the Mayor, City Manager, or designee to execute a project agreement with the Georgia Department of Transportation to receive federal funding for design of the North Shallowford Path.

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

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

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

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this \_\_\_\_\_ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF DUNWOODY**, acting by and through its Mayor and City, hereinafter called the "LOCAL GOVERNMENT" (the “Agreement”).

WHEREAS the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit “A”, attached, and incorporated herein by reference, identified as PI #0019209 and hereinafter referred to as the "PROJECT"; and

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

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

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

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

1. The LOCAL GOVERNMENT has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 3/31/2025) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the

DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

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

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

4. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

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

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

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

8. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications,

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

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

10. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):

☐ is self-insured and all claims against LOCAL GOVERNMENT will be handled through \_\_\_\_\_

OR

☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific

coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

- c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
  - d. The insurance certificate must provide the following:
    - i. Name, address, signature and telephone number of authorized agents.
    - ii. Name and address of insured.
    - iii. Name of Insurance Company.
    - iv. Description of coverage in standard terminology.
    - v. Policy number, policy period and limits of liability.
    - vi. Name and address of DEPARTMENT as certificate holder.
    - vii. Thirty (30) day notice of cancellation.
    - viii. Details of any special policy exclusions.
  - e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.
  - f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.
11. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:
- EXHIBIT A – Project Financial Report (PFR)
  - APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit
  - APPENDIX B – Federal Award Identification Worksheet
  - APPENDIX C – Certification of Local Government Drug Free Workplace
  - APPENDIX D – Certification of Compliance with State Audit Requirement
  - APPENDIX E – Title VI Certification and Acknowledgement Form

12. COMPLIANCE WITH APPLICABLE LAWS

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

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

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

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

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

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

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

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

13. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

#### DEPARTMENT

Name: Kim Nesbitt

Title: State Program Delivery Administrator

600 West Peachtree Street, NW,

25<sup>th</sup> Floor

Atlanta, Georgia 30308

Telephone#: (404)631-1575

E-mail: [knesbitt@dot.ga.gov](mailto:knesbitt@dot.ga.gov)

#### LOCAL GOVERNMENT

Name: Michael Smith

Title: Public Works Director

4800 Ashford Dunwoody Road

Dunwoody, GA 30338

Telephone#: (678)-382-6700

Email: [michael.smith@dunwoodyga.gov](mailto:michael.smith@dunwoodyga.gov)

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

City of Dunwoody, Georgia

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

By: \_\_\_\_\_  
Lynn P. Deutsch, Mayor

Signed, sealed and delivered this

\_\_\_\_\_, in the presence of:

Attest:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness – Sharon Lowery, City Clerk

\_\_\_\_\_  
Notary Public – Susan Austin

This Agreement, approved by

City of Dunwoody, this \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kenneth R. Bernard, Jr., City Attorney

Federal Employer Identification Number: 26-3687535



**Georgia Department of Transportation  
Project Financial Report (PFR)**

Processed Date: May-05-2022 09:15:35 AM

**Project:** 0019209

<b>Description:</b>	N SHALLOWFORD RD FM CHAMBLEE DUNWOODY RD TO COTILLION DR-LCI
<b>Project Manager Name:</b>	
<b>Office:</b>	
<b>Counties:</b>	DeKalb
<b>Congressional Districts:</b>	006

**Engineer Estimates**

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

**Programmed Funds**

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	LOC	PRECST	\$ .00	\$ .00	\$ .00	\$2,800,000.00	\$ .00
		<b>CST Subtotal:</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$2,800,000.00</b>	<b>\$2,800,000.00</b>
PE	Y230	PRECST	\$560,000.00	\$ .00	\$ .00	\$140,000.00	\$ .00
		<b>PE Subtotal:</b>	<b>\$560,000.00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$140,000.00</b>	<b>\$700,000.00</b>
ROW	LOC	PRECST	\$ .00	\$ .00	\$ .00	\$175,000.00	\$ .00
		<b>ROW Subtotal:</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$175,000.00</b>	<b>\$175,000.00</b>
		<b>TOTALS:</b>	<b>\$560,000.00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$3,115,000.00</b>	<b>\$3,675,000.00</b>

**Project Accounting**

	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
No Project Accounting Data Available									

## APPENDIX A



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>P.I.# and Project Description:</b>	PI 0019209, DeKalb, N Shallowford Rd fm Chamblee Dunwoody Rd to Cotillion Dr-LCI
<b>Sponsor/Local Government's Name:</b>	City of Dunwoody
<b>Sponsor/Local Government's Address:</b>	4800 Ashford Dunwoody Road Dunwoody, GA 30338

## LOCAL GOVERNMENT AFFIDAVIT

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

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

224297

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

06/23/2009

Date of Authorization

City of Dunwoody

Name of Local Government

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

Lynn P. Deutsch (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

[NOTARY SEAL]

Susan Austin, Notary Public

My Commission Expires: \_\_\_\_\_

**APPENDIX B**  
**Federal Award Identification Worksheet**

Subrecipient's name	City of Dunwoody
UEI (SAM)	DEKQU1ZMTF89
Federal Award Identification Number (FAIN)	693JJ22230000Z23EGA0019209
Federal award date (see § 200.39 Federal Award Date)	6/2/2022
Amount of Federal Funds Obligated by this action	\$560,000
Total Amount of Federal Funds Obligated to the subrecipient	\$560,000
Total Amount of the Federal Award	\$560,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	N Shallowford Rd fm Chamblee Dunwoody Rd to Cotillion Dr-LCI
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

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

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

I hereby certify that I am a principal and duly authorized representative of City of Dunwoody whose address is 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338 and it is also certified that:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynn P. Deutsch, Mayor

## APPENDIX D CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Dunwoody whose address is 4800 Dunwoody Road, Dunwoody, GA, 30338, and it is also certified that:

### I. PROCUREMENT REQUIREMENTS

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

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

### II. STATE AUDIT REQUIREMENT

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

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

### III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

---

Date

---

Lynn P. Deutsch, Mayor

## **APPENDIX E**

### **TITLE VI INTRODUCTION**

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

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

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

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

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

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

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

**TITLE VI ACKNOWLEDGEMENT FORM**

City of Dunwoody assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. City of Dunwoody assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

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

---

 Lynn P. Deutsch, Mayor

---

 Date
**Citations:**

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

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

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

**NOTICE TO SPONSOR/LOCAL GOVERNMENT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

1. Compliance with Regulations

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

2. Nondiscrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Noncompliance

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

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

6. Incorporation of Provisions

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

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