# Lumpkin County, Georgia

# Lumpkin County Transit

**Agenda Item:** **CONTRACT – Vehicle Acquisition/Replacement Shuttle Van w/Lift and Computer Acquisition**
**March 4, 2014**

**Item Description:** **FTA 5311 PROGRAM - Georgia Department of Transportation (GDOT) and Lumpkin County will enter into a contract to allow Lumpkin County to purchase a new Shuttle Van with Lift and a new computer for Transit staff.**

**Facts & Historical**

Lumpkin County's Transit Program was created over twenty (20) years ago. For FY2013, Transit provided more than 5,600 passenger rides to the citizens of Lumpkin County, providing transportation to medical appointments, shopping, personal errands, employment, and school.

GDOT provides vehicles for operating the transportation program and only requires a 10% local match. The criteria for replacing a vehicle are mileage greater than 100,000 miles or the vehicle is 5 years old, whichever occurs first. The vehicle currently used by Transit that qualifies for replacement is 5 years old and the mileage is 71,750.

GDOT provides for computer equipment for operating the transportation program and only requires a 10% local match. The computer purchased through this contract allows for a second computer in the Transit Department so that both drivers will have access to entering data resulting in time saved. This will allow drivers to provide additional passenger services.

**Potential Courses of Action:**

A. Submit a signed contract and assurances for the purpose of acquiring a new Shuttle Van with Lift and a new computer.

B. Do not submit a signed contract and assurances and keep the existing 5-year old Shuttle Van with Lift and continue operations with only one computer.

**Recommendation:** It is recommended that the contract and assurances be signed and submitted. The existing Shuttle Van is 5 years old and qualifies for a replacement through GDOT. The new computer will enhance services in the Transit Department.

**Budget Impact:** There is a 10% local match of $4,520.20. This match is included in the approved 2015 Transit capital budget. The expenditure will occur in January, 2015.

Keith Golden, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

October 14, 2014

Ms. Linda Kirkpatrick, Transit Director
Lumpkin County Transit
266 Mechanicsville Rd.
Dahlonega, GA 30533

In Re: FTA 5311 – FY15 Capital
Project Number – T005247
Contract Amount- $45,202.00

Dear Ms. Kirkpatrick:

Enclosed for execution by Lumpkin County are three (3) contracts for the FTA 5311 Program. This project contains $36,161.60 of federal funds, $4,520.20 of state funds with the local share of the cost being $4,520.20.

Please have all three contracts signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.

Please remit a check in the amount of $4,520.20 payable to the Georgia Department of Transportation which represents the county's 10% local share. These funds will be used to assist with the purchase of capital assets on your behalf under statewide contract. Failure to remit a check in the correct amount along with the three contracts will result in a delay with the execution of your contract as well as the procurement of the vehicles you have requested.

Return the contracts and check to: Georgia Department of Transportation
Division of Intermodal
600 W. Peachtree St., NW
Atlanta, GA 30308

If you have any questions, please contact Jemal Sheppard, Public Transportation Coordinator, at (706) 969-3408.

Sincerely,

Nancy C. Cobb, Administrator
Division of Intermodal

NCC:cam
Enclosures

AGREEMENT

FOR

CAPITAL IMPROVEMENT ASSISTANCE

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

LUMPKIN COUNTY
PID – T005247

This agreement, made and entered into this _____ day of _____, _____ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and LUMPKIN COUNTY, hereinafter called the "SPONSOR".

WHEREAS, the SPONSOR is desirous of acquiring capital improvements to be used in initiating mass transportation services to the public in the LUMPKIN COUNTY area; and

WHEREAS, this Mass Transportation System will have a profound impact upon the development of the total organized transportation services in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to promote such development through its participation in such acquisition; and

WHEREAS in a letter to the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) dated January 24, 1979, the Governor, as Chief Executive of the State, designated the DEPARTMENT as his representative on transportation matters in Georgia as the recipient agency for Section 5311 funding of the Federal Transit Act, 49 U.S.C. Section 5311 funds; and

WHEREAS, under Section 32-9-1 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW THEREFORE, for and in consideration of the mutual promises and covenants, it is agreed by and between the DEPARTMENT and the SPONSOR:

ARTICLE I
SCOPE AND PROCEDURE

This Agreement covers the obligations of the parties in connection with the acquisition of:

One (1) Shuttle Van w/Lift; One (1) Computer

For, and in consideration of the mutual promises herein contained, the parties agree as follows:

(a) (1) Pursuant to the terms of this Agreement, the DEPARTMENT shall cause the acquisition of the following item(s):

One (1) Shuttle Van w/Lift

(2) Upon acquisition of the equipment listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title in said equipment to the SPONSOR.

(3) The DEPARTMENT shall participate in the purchase by the SPONSOR of:

One (1) Computer

Prior to the purchase of this equipment the SPONSOR shall obtain the approval of the DEPARTMENT for the amount and items purchased.

(b) The SPONSOR shall accept and retain title to or purchase said PROJECT equipment and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title Certificate for the duration of the life of the equipment.

(c) That during the period of contract performance, the SPONSOR shall use the PROJECT equipment for the provisions of mass transportation service in the LUMPKIN COUNTY area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. To effectively fulfill this responsibility, the SPONSOR will designate an individual to be general manager of the system and shall notify the DEPARTMENT in writing of this designation. The SPONSOR agrees to be responsible for all operating costs of the system.

(d) That during the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT equipment; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT equipment is used in a manner or for a purpose other than mass transportation.

(e) That during the period of contract performance, the SPONSOR shall maintain the PROJECT equipment at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The

DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.

(f) That the SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.

(g) During the period of contract performance, the SPONSOR agrees to provide each project vehicle with a passenger capacity of 15 passengers or less with liability insurance in an amount not less than $100,000 per person, $300,000 per accident and $50,000 property damage. The SPONSOR further agrees to provide each project vehicle with a passenger capacity greater than 15 passengers with liability insurance in an amount not less than $100,000 per person, $500,000 per accident and $50,000 property damage.

(h) If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

(i) The SPONSOR shall not permit the use of the PROJECT equipment for partisan political purposes.

(j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.

## ARTICLE II
## COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant federal, state, and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fees, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability to or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## ARTICLE III
## PROHIBITED INTEREST

No member, officer, or employee of the SPONSOR during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE IV
## REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Comptroller General of the United States Department of Transportation may at all reasonable times inspect all vehicles and equipment purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such vehicles, and all relevant PROJECT data and records.

The SPONSOR shall also permit the authorized representatives to audit the books, records, and accounts of the SPONSOR pertaining to the PROJECT.

## ARTICLE V
## AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties this Agreement, that the purchase of the equipment pursuant to this Agreement, will be terminated if FTA does not approve the funding assistance and distribution as described in Exhibit "A", Budget Estimate, for this PROJECT and that any payment to the SPONSOR BY THE department will be made subject provisions set forth in ARTICLE VII.

The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. The purchase of the improvements provided under the terms of this Agreement shall be completed by December 31, 2015.

## ARTICLE VI
## RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR, its agents and employees, shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement, and further, the SPONSOR agrees to hold harmless the DEPARTMENT from all suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment, material, or facility purchased by the SPONSOR under this Agreement or from the installation and operation thereof.

## ARTICLE VII
## COMPENSATION

It is understood and agreed that the DEPARTMENT shall deliver to the SPONSOR the following:

One (1) Shuttle Van w/Lift

It is further understood and agreed that the DEPARTMENT shall participate in the SPONSOR'S purchase of the following:

One (1) Computer

It is understood and agreed that the total estimated eligible net project cost is FORTY-FIVE THOUSAND TWO HUNDRED TWO and 00/100 Dollars ($45,202.00), as shown in

EXHIBIT A, Budget Estimate, which is attached and incorporated as if fully set out herein. The SPONSOR shall pay to the DEPARTMENT, prior to the purchase of said improvement, FOUR THOUSAND FIVE HUNDRED TWENTY and 20/100 Dollars ($4,520.20), which shall constitute the local share in acquiring the said improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be FORTY THOUSAND SIX HUNDRED EIGHTY-ONE and 80/100 Dollars ($40,681.80), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.

It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of FORTY THOUSAND SIX HUNDED EIGHTY-ONE and 80/100 Dollars ($40,681.80). However, if the sum total of the actual cost in acquiring the improvements shall be less than FORTY-FIVE THOUSAND TWO HUNDRED TWO and 00/100 Dollars ($45,202.00), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

It is further understood and agreed that the DEPARTMENT is not obligated to pay any amount and the DEPARTMENT shall not be obligated to purchase and deliver Title to or participate in the purchase of said improvements if the grant application on behalf of the SPONSOR is not approved by FTA. It is further understood and agreed that any line item budget estimate shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved by the DEPARTMENT in writing.

The DEPARTMENT'S maximum obligation as set forth above is funded by the FTA. No entity of the State of Georgia other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing

of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the project, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds and the DEPARTMENT shall have the right at its sole discretion to terminate this agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT

## ARTICLE VIII
## SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under this Agreement, a Supplemental Agreement may be executed between the parties.

Minor changes in the proposal which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

## ARTICLE IX
## PAYMENT

A. PARTIAL PAYMENT: The SPONSOR shall submit to the DEPARTMENT itemized vouchers stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the voucher period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such vouchers, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE and subject to the provisions of ARTICLE VII as the PROJECT progresses but not more than once a month. Subject to the provisions of ARTICLE VII, payment will be made by the DEPARTMENT for the expenses incurred by the SPONSOR, less any previous partial payment, for any item and for each item specified in the voucher and which is specifically set forth in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR ninety percent (90%) of the SPONSOR'S total actual share of the cost for each item as explained in ARTICLE VII, COMPENSATION.

B. FINAL PAYMENT: Upon receipt and installation of the capital improvements purchased in accordance with this Agreement, the SPONSOR shall submit to the

DEPARTMENT a final statement of costs. Subject to the provisions of ARTICLE VII, upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay to the SPONSOR a sum equal to ninety percent (90%) of the compensation it owes the SPONSOR less the total of all previous partial payments paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, labor and materials furnished in connection with same.

## ARTICLE X
## MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make such material available at all times during the period of this Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished if requested. The SPONSOR agrees that the provisions of this Article shall be included in any Contract it may make with any subcontractor, assignee or transferee. All charges to the PROJECT account shall be supported by invoices, Contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

## ARTICLE XI
## SUBLETTING, ASSIGNMENT, OR TRANSFER

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any Contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT. The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All Contracts shall provide that subcontracts exceeding $10,000.00 in cost shall contain all the required provisions of the prime Contract.

## ARTICLE XII
## CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

## ARTICLE XIII
## TERMINATION

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR.

## ARTICLE XIV
## COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned certify that the provisions of Code Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.

B. IT IS FURTHER agreed that the SPONSOR shall comply and shall require its Consultants to comply with the requirements in the EXHIBIT B, CERTIFICATION OF SPONSOR, COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.

C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.

D. IT IS FURTHER agreed that the SPONSOR shall comply and shall require its Consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.

E. The SPONSOR'S grant application shall contain assurances of compliance with 49 U.S.C. 5317, and Section 504 of the Rehabilitation Act of 1973 (29 USC 794).

F. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the "SPECIAL PROVISION," requirements in accordance with Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while driving, October

1, 2009, 23 U.S.C.A. - 402 note, and DOT Order 3902.10, Text Messaging December 30, 2009, incorporated by reference and made a part of this Agreement as if fully set out herein.

G. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, TERMS AND CONDITIONS, United States of America Department of Transportation Federal Transit Administration, Master Agreement, located at www.fta.dot.gov/documents/17-Master.pdf , incorporated by reference and made a part of this Agreement as if fully set out herein.

H. The SPONSOR shall comply and require its consultants to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.

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.

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

DEPARTMENT OF TRANSPORTATION BY:

_____

Commissioner

ATTEST:

_____

Treasurer

LUMPKIN COUNTY:

BY :_____(SEAL)
(Title):_____

IN THE PRESENCE OF:

_____

Witness

Sworn and subscribed to be this____
day of _____, 20_____.

_____

Notary Public

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

58-6000857

| EXHIBIT A | | | | | | |
|---|---|---|---|---|---|---|
| BUDGET ESTIMATE | | | | | | |
| FY15-FTA 5311 Capital Assistance | | | | | | |
| LUMPKIN COUNTY | | | | | | |
| | | | | | | |
| | | | | | | |
| **BUDGET LINE ITEM DESCRIPTION** | **Qty** | **Unit Cost** | **Total Cost** | **Federal Share** | **State Share** | **Local Share** |
| **EQUIPMENT: PURCHASE ORDER OBLIGATION** | | | | | | |
| Shuttle Van w/Lift | 1 | $39,602.00 | $39,602.00 | $31,681.60 | $3,960.20 | $3,960.20 |
| | | | | | | |
| **EQUIPMENT: CONTRACT OBLIGATION** | | | | | | |
| Computer | 1 | $5,600.00 | $5,600.00 | $4,480.00 | $560.00 | $560.00 |
| | | | | | | |
| | | | | | | |
| **Total Project Cost** | | | **$45,202.00** | **$36,161.60** | **$4,520.20** | **$4,520.20** |
| | | | | | | |
| **Total Maximum of Federal and State Funds This Contract:** | | | | | **Fund Source(s)** | |
| | | | | **$36,161.60** | **21243** | |
| | | | | **$4,520.20** | **01154** | |
| | | | | **$4,520.20** | **40853** | |
| | | | | **$45,202.00** | | |
| **Funding Disbursements:** | | | | | | |
| Federal (80%) | | $36,161.60 | | | | |
| State (10%) | | $4,520.20 | | | | |
| Local (10%) | | $4,520.20 | | | | |
| **Total Project Cost** | | **$45,202.00** | | | | |
| | | | | | | |
| **PID Number - T005247** | | | | | | |
| **Grant Number: GA-18-X033** | | | | | | |
| **CFDA: 20.509** | | | | | | |
| **DUNS# 010102408** | | | | | | |

**EXHIBIT B**

**CERTIFICATION OF SPONSOR**
**COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principal and duly authorized representative of Lumpkin County whose address is 99 Courthouse Hill Dahlonega GA 30533, and it is also certified that:

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 such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $175,000.00 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 $175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

(e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

_____ _____

Date Signature

**EXHIBIT C**

**CERTIFICATION OF SPONSOR**
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of Lumpkin County whose address is 99 Courthouse Hill Dahlonega, GA 30533, 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 Sponsor's employees during the performance of the contract; and

(3) Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, certifies to the Sponsor 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 Signature

# EXHIBIT D

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: LUMPKIN COUNTY

Contract No. and Name: T005247 – FTA 5311 – FY15 CAPITAL ASSISTANCE

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, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

126741
E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

6/12/2008
Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

**APPENDIX A**
**CERTIFICATION OF SPONSOR**

I hereby certify that I am the _____ and duly authorized representative of the firm Lumpkin County Board of Commissioners whose address is 99 Courthouse Hill Dahlonega, GA 30533. I hereby certify to the best of my 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 for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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 an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

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 $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed $10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ Date

_____ Signature

## APPENDIX B

## CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
## STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date Commissioner

## APPENDIX C

## PRIMARY CONTRACTOR
## CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
## AND
## OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of Lumpkin County, whose address is 99 Courthouse Hill Dahlonega, GA 30533, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;

(d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____ (SEAL)

Date Signature

Instructions for Appendix C Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)

1. By signing and submitting this contract the Sponsor is providing the certification set out in Appendix C.

2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that it certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

## APPENDIX D

## LOWER TIER CONTRACTOR
## CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
## AND
## OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of Lumpkin County, whose address is 99 Courthouse Hill Dahlonega GA 30533, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ Date

_____ (SEAL)
Signature

Instructions for Appendix D Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix D.

2. The certification, Appendix D, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.