

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

October 12, 2017

The Honorable Dwight E. Purvis, Chairman  
Cook County Board of Commissioners  
1200 S. Hutchinson Avenue  
Adel, GA 31620

In Re: FTA 5311 – FY18 Transit Operating & Capital Assistance  
Project Number – T006148  
Contract Amount - \$350,838.37

Dear Chairman Purvis:

Enclosed for execution by Cook County is an electronic contract for the FTA FY18 5311 Transit Operating & Capital Assistance Program. This project contains 50% federal operating funds in the amount of \$212,505.00. There is a local match operating of 50% in the amount of \$212,505.00. The project also contains 80% federal capital funds in the amount of \$122,963.00, 10% state funds in the amount of \$15,370.37, and a 10% local match in the amount of \$15,370.39. We received your capital vehicle local match of \$13,270.39 on June 26, 2017. This period is from July 01, 2017 – June 30, 2018.

We are transitioning to electronic contract execution and appreciate the County's assistance. This is a new process, so please call us immediately if you have any questions. All pages needing signatures have been flagged with the individual's name to sign.

- The Department will send via email the electronic contract to Danny Saturday, TPO, for review. Once Mr. Saturday has reviewed it, the contract will automatically forward to the Chairman's office for signature & county seal. Once the Chairman's signature & seal has been loaded onto the pages, the system will prompt to select "adopt and sign" then "finish". The system will automatically send the contract to the County Clerk, Vicki Parrish.
- Ms. Parrish will upload her signature as the witness. The system will then automatically send the contract to Ms. Nanette Dickerson to upload her signature and notary seal to complete the agreement. The signature and seal will have to be on a single line. To save the signature and seal, one needs to take a white sheet of paper, sign and affix the seal adjacent to the signature. Then scan signature and seal to desktop or take a picture of the signature and seal using a cell phone camera and send to email to save on desktop. The County "Seal" is required on this document. The system will give an option to "upload" the signature and the county "Seal." The signature and county seal have to be uploaded together, as one document, and will need to be in a .jpeg or .bmp format. A .pdf is not acceptable. Once the signature and seal have been uploaded successfully, the system will prompt to select "adopt and sign" then "finish." There is also an instructional video on how to upload the County's Seal. Please use this link: <http://www.dot.ga.gov/PS/Training/ElectronicSignature>
- Once the signatures and seals have been successfully uploaded, the contract will be electronically returned to the Department to complete the execution process.
- If there are any questions or clarification needed, please call our office before selecting "Adopt and Sign." There is a "Cancel" button to select that will allow the contract to be saved for later. Selecting "Adopt and Sign" before the signature and seal is attached will result in the contract being "rejected."

Once the contract has been fully executed, you will receive notification electronically stating the contract process is complete along with a copy of the contract. However, this contract is not valid on the project until a written "Notice to Proceed" is received from our office via email. If you have further questions, please do not hesitate to contact Toshiro Butler, Intermodal Contracts Manager, at (404) 631-1245 or Tonya Fair, Contracts Specialist, at (404) 347-0536.

If you have any other project questions, please contact Algenia Skinner, Public Transportation Specialist, at (229) 391-5433.

Sincerely,

  
Nancy C. Cobb, Assistant Division Director  
Division of Intermodal

NCC:tkb  
Enclosures

**AGREEMENT  
FOR  
TRANSIT OPERATING AND CAPITAL ASSISTANCE  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
COOK COUNTY**

**PROJECT ID NUMBER: T006148**

**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 COOK COUNTY, hereinafter called the "SPONSOR".**

**WHEREAS, 49 U.S.C. Section 5311, provides for transit operating and capital assistance for public transportation services to non-urbanized areas; and**

**WHEREAS, in a letter to the Federal Transit Administration ( "FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor designated the DEPARTMENT as the recipient agency for Section 5311 funding; and**

**WHEREAS, the SPONSOR has stated that transit financial assistance is needed for transportation services in its non-urbanized area, and it would, therefore, perform certain of the duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and**

**WHEREAS, in reliance on said SPONSOR, the DEPARTMENT has applied to FTA for said Section 5311 funds, and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and**

**WHEREAS, under Sections 32-9-1 and 32-9-2 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 made, it is agreed by and between the DEPARTMENT and the SPONSOR that:**

**ARTICLE I  
SCOPE AND PROCEDURE**

**Grants made under this agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in the SPONSOR's Section 5311 Application, herein referred to as PROJECT APPLICATION, on file at the DEPARTMENT and incorporated by reference as if fully set out herein.**

**(A) Operating Assistance**

**This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the COOK COUNTY area, the terms and conditions of said funding as agreed to in the PROJECT APPLICATION.**

- (a) The SPONSOR agrees to comply with all the terms and conditions required by FTA under the PROJECT APPLICATION.**
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the COOK COUNTY area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement. However, the SPONSOR may provide in-kind services for any or all of its share of the operating costs.**
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.**
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.**
- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.**

- (f) The SPONSOR will make all purchases under this Agreement through competitive bidding in accordance with the DEPARTMENT's established procedure.
- (g) The SPONSOR shall prohibit its 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 with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

**(B) Capital Acquisitions**

**(a) Acquisition of Vehicles and Equipment**

1. Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process the following item(s):
  - ONE (1) SHUTTLE VAN,
  - TWO (2) SHUTTLE VANS – LIFT;
2. Upon acquisition of the equipment listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said equipment to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.
3. The DEPARTMENT shall participate in the purchase by the SPONSOR of:
  - SIX (6) BUS/FACILITY CAMERAS;

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) During the period of contract performance, the SPONSOR shall use the PROJECT equipment for the provisions of mass transportation service in the SPONSOR 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) 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) 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) 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 liability insurance in an amount not less than \$500,000 bodily injury per person, \$700,000 all bodily injuries, 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 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 it 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 fee, 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 Contract without liability 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  
EMPLOYMENT OF DEPARTMENT'S PERSONNEL**

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Contract, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

**ARTICLE IV  
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 V  
REVIEW OF WORK**

Authorized representatives of the DEPARTMENT, the Comptroller General of the United States, and the Secretary 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 VI  
AUTHORIZATION AND APPROVAL**

It is understood and agreed by the parties to this Agreement, the SPONSOR shall satisfy the terms of this Agreement for Operating Assistance commencing upon the beginning of the operating period, and continuing until the end of the operating period as denoted on the Exhibit A 1-3, Budget. The Capital Improvements and the purchase of improvements provided under the terms of this Agreement shall be completed as defined in the EXHIBIT A 1-3 Budget. 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. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in EXHIBIT A 1-3 for this project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII.

**ARTICLE VII  
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent provided by law, the SPONSOR and its sub-recipients 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 and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR.



and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients.

## ARTICLE VIII COMPENSATION

### (A) Operating Assistance

- (1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.IE, for the provision of operating assistance by the DEPARTMENT as shown, if any, in EXHIBIT A1, as attached hereto and made a part of this Agreement as if fully set out herein, is FOUR HUNDRED TWENTY-FIVE THOUSAND TEN and 00/100 Dollars (\$425,010.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED FIVE and 00/100 Dollars (\$212,505.00), which includes the administrative and operating costs, as established in EXHIBIT A1.
- (2) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning JULY 01, 2017 and ending JUNE 30, 2018, as reflected in the final audit, is less than FOUR HUNDRED TWENTY-FIVE THOUSAND TEN and 00/100 Dollars (\$425,010.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs.
- (3) It is further understood and agreed that any line item budget estimate shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

### (B) Capital Acquisitions

- (1) It is understood and agreed that the total estimated eligible net Capital project cost is ONE HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED THREE and 76/100 Dollars (\$153,703.76), as shown, if any, in EXHIBIT A2 and EXHIBIT A3, Budget, which is attached and incorporated as if fully set out herein. The SPONSOR



shall pay to the DEPARTMENT, prior to the purchase of said equipment, FIFTEEN THOUSAND THREE HUNDRED SEVENTY and 39/100 Dollars (\$15,370.39), which shall constitute the local share in acquiring the said improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be ONE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE and 37/100 Dollars (\$138,333.37), 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.

- (2) It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of ONE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE and 37/100 Dollars (\$138,333.37). However, if the sum total of the actual cost in acquiring the improvements shall be less than ONE HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED THREE and 76/100 Dollars (\$153,703.76), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

**(C) Departmental Obligations**

The DEPARTMENT'S maximum obligation, \$350,838.37, 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 IX 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 the Agreement, a Supplemental Agreement may be executed between the parties. Minor changes in the work 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 X SUB-CONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such Agreement shall be a written Contract between the SPONSOR and the operator and be approved as to form and content by the DEPARTMENT.

#### ARTICLE XI PAYMENTS

##### A. PARTIAL PAYMENT:

1. The SPONSOR shall submit to the DEPARTMENT monthly statements of the Operating and Capital costs applicable to this agreement incurred during the period of this Agreement and 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 as the PROJECT progresses but not more than once a month. Payments will be

made by the DEPARTMENT for expenses incurred by the SPONSOR, less any previous partial payments, for any item and for each item specified in the voucher and which is specifically set for in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than the amounts specified in Article VIII, Compensation, covered under this Agreement.

2. The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

**B. FINAL PAYMENT AND PROJECT CLOSEOUT:**

1. If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after the contract expiration date, the DEPARTMENT may at its discretion consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final statement by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of compensation it owes the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation set out in Article VII. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.
2. IT IS FURTHER AGREED that the SPONSOR shall submit to the DEPARTMENT, if applicable, an audited financial statement reflecting all eligible costs incurred for the SPONSOR'S public transportation services. The audit shall be performed by an independent auditor or audit firm and shall conform to the Federal Office of Management and Budget

**Uniform Grant Guidance, 2 CFR Part 200. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit.**

**ARTICLE XII  
MAINTENANCE OF CONTRACT COST RECORDS**

**The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services and acquisition of Capital items for the period JULY 01, 2017 to JUNE 30, 2018 and acquisition of Capital items shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall be furnished if requested.**

**ARTICLE XIII  
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 XIV  
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. The DEPARTMENT reserves the right to terminate the Contract at any time for just cause upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.**

**ARTICLE XV  
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 XVI  
COMPLIANCE WITH APPLICABLE LAWS**

- A. The undersigned certify that the provisions of 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 subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, 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 with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.
- E. 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, <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/html/E9-24203.htm> and DOT Order 3902.10 Text Messaging December 30, 2009 located at [http://www.dot.gov/sites/dot.dev/files/doc/FAPL\\_2010-01.pdf](http://www.dot.gov/sites/dot.dev/files/doc/FAPL_2010-01.pdf) incorporated by reference and made a part of this Agreement as if fully set out herein.
- F. The SPONSOR shall comply and require its subcontractors to comply with the applicable requirements of the Americans with Disabilities Act.

- 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/22-Master.pdf](http://www.fta.dot.gov/documents/22-Master.pdf), or the most recent version thereof, incorporated by reference and made a part of this Agreement as if fully set out herein.**
- H. The SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.**
- I. 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.**
- J. Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.**

**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.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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:

COOK COUNTY:

\_\_\_\_\_  
Commissioner (SEAL)

DocuSigned by:  
BY: Dwight E. Purvis (SEAL)  
D4C70CC4002E4BC...

Title: Chairman

ATTEST:

\_\_\_\_\_  
Treasurer

In Process

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

FEDERAL EMPLOYER  
IDENTIFICATION NUMBER:

\_\_\_\_\_



**EXHIBIT A1**  
**FY18 FTA 5311 Rural Transit Operating Assistance**  
**COOK COUNTY**  
**Project ID Number - T006148**  
**JULY 01, 2017 - JUNE 30, 2018**

Item	Description	SCOPE	FTA ALLI CODE	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Rural Transit Administrative and Operating Cost	300-A1	30.09.01	\$425,010.00	\$212,505.00	\$0.00	\$212,505.00
	<b>Total Cost</b>			<b>\$425,010.00</b>	<b>\$212,505.00</b>	<b>\$0.00</b>	<b>\$212,505.00</b>

**Funding Distribution**

Federal (50%)	\$212,505.00
State (0%)	\$0.00
Local (50%)	\$212,505.00
<b>Total Estimated Operating Cost</b>	<b>\$425,010.00</b>

**Fund Sources**

216FA
N/A
49001

**PID NUMBER: T006148**  
**FAIN #: GA-2016-006-01**  
**FTA PROJECT: GA-2016-006-01-01**  
**FTA PO#: GA-18-X034**  
**CFDA: 20.509**  
**DUNS#: 956690846**  
**FEDERAL AWARD DATE: 08/30/17**

**EXHIBIT A2**  
**FY18 FTA 5311 Rural Transit Capital Vehicle Purchases**  
**COOK COUNTY**  
**Project ID Number - T006148**  
**JULY 01, 2017 - DECEMBER 31, 2018**

Item	Description	SCOPE	FTA All Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	SHUTTLE VAN	111-A2	11.12.15	1	\$41,765.92	\$41,765.92	\$33,412.73	\$4,176.59	\$4,176.60
2	SHUTTLE VAN - LIFT	111-A2	11.12.15	2	\$45,468.92	\$90,937.84	\$72,750.27	\$9,093.78	\$9,093.79
<b>Total Capital Cost</b>						<b>\$87,234.84</b>	<b>\$106,163.00</b>	<b>\$13,270.37</b>	<b>\$13,270.39</b>

Funding Distribution:		Fund Sources
Federal (80%)	\$106,163.00	216FA
State (10%)	\$13,270.37	01184
Local (10%) Deposited at GDOT	\$13,270.39	40853
<b>Total Project Cost</b>	<b>\$132,703.76</b>	

**PID NUMBER: T006148**  
**FAIN #: GA-2016-006-01**  
**FTA PROJECT: GA-2016-006-01-01**  
**FTA PO#: GA-18-X034**  
**CFDA: 20.509**  
**DUNS#: 956690846**  
**FEDERAL AWARD DATE: 08/30/17**

**DOHBT AS**  
**FY18 FTA 5321 Rural Transit Capital Purchases Other Than Vehicles**  
**COOK COUNTY**  
**Project ID Number - T006148**  
**JULY 01, 2017 - JUNE 30, 2018**

Item	Description	SCOPE	FTA AUI CODE	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	BUS/FACILITY CAMERAS	114-A3	1142.09	6	\$3,500.00	\$21,000.00	\$16,800.00	\$2,100.00	\$2,100.00
	N/A	N/A	N/A	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Other Capital</b>					<b>\$21,000.00</b>	<b>\$16,800.00</b>	<b>\$2,100.00</b>	<b>\$2,100.00</b>

Funding Distribution		Fund Sources
Federal (80%)	\$16,800.00	216FA
State (10%)	\$2,100.00	01184
Local (10%)	\$2,100.00	49001
<b>Total Project Cost</b>	<b>\$21,000.00</b>	

**FID NUMBER:** T006148  
**FAIN #:** GA-2016-006-01  
**FTA PROJECT:** GA-2016-006-01-01  
**FTA PO#:** GA-18-1034  
**CFDA:** 20.509  
**DUNS#:** 856890848  
**FEDERAL AWARD DATE:** 08/30/17

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

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, 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.

10/17/2017

\_\_\_\_\_  
Date

DocuSigned by:

*Dwight E. Purvis*

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\_\_\_\_\_  
Signature

**EXHIBIT C**

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_  
whose address is \_\_\_\_\_, 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.

10/17/2017

\_\_\_\_\_  
Date

DocuSigned by:

*Dwight E. Purvis*

D4C79CC4992E4BC...

\_\_\_\_\_  
Signature



EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: COOK COUNTY BOARD OF COMMISSIONERS

Contract No. and Name: T006148 - FY18 - FTA 5311- OPERATING/CAPITAL

JULY 01, 2017 - JUNE 30, 2018

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.G.A. § 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.

E-Verify / Company Identification Number

Date of Authorization

DocuSigned by: Dwight E. Purvis Signature of Authorized Officer or Agent

Dwight E. Purvis Printed Name of Authorized Officer or Agent

Chairman Title of Authorized Officer or Agent

10/17/2017 Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF , 201

Notary Public

My Commission Expires:

[NOTARY SEAL]

**APPENDIX A  
CERTIFICATION OF SPONSOR**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm \_\_\_\_\_ whose address is \_\_\_\_\_ . 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 subrecipients 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.

10/17/2017

Date

DocuSigned by:  
*Dwight E. Purvis*  
D4C70CC4002E4BC  
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.

In Process

\_\_\_\_\_  
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 \_\_\_\_\_, whose address is \_\_\_\_\_, 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.

10/17/2017

Date

DocuSigned by:  
  
 \_\_\_\_\_ (SEAL)  
 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 its 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 \_\_\_\_\_, whose address is \_\_\_\_\_, 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.

10/17/2017

\_\_\_\_\_  
Date

DocuSigned by:  
*Dwight E. Purvis* (SEAL)  
D4C70CC4002E4BC  
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.



### Certificate Of Completion

Envelope Id: 45A12D74577C4EF299AA2053F72CBD6D

Status: Sent

Subject: 48400-140-IGOIP1800494/COOK COUNTY

Source Envelope:

Document Pages: 27

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 0

GDOT DocuSign Admin

AutoNav: Enabled

600 W Peachtree St, NW

Envelopeld Stamping: Enabled

Atlanta, GA 30308

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

gdot\_contracts@dot.ga.gov

IP Address: 143.100.53.12

### Record Tracking

Status: Original

Holder: GDOT DocuSign Admin

Location: DocuSign

10/16/2017

gdot\_contracts@dot.ga.gov

### Signer Events

Dwight E. Purvis

hayman4750@yahoo.com

Chairman

Security Level: Email, Account Authentication  
(None)

### Signature

DocuSigned by:  
*Dwight E. Purvis*  
DAC70CC4032E4BC...

Using IP Address: 216.97.161.162

### Timestamp

Sent: 10/16/2017

Viewed: 10/16/2017

Signed: 10/17/2017

### Electronic Record and Signature Disclosure:

Accepted: 10/16/2017

ID: 09b5fa74-7a99-401a-aa32-1991e4003b34

Vicki Parrish

vicki@cookcountyga.us

Security Level: Email, Account Authentication  
(None)

Sent: 10/17/2017

Viewed: 11/2/2017

### Electronic Record and Signature Disclosure:

Accepted: 11/2/2017

ID: 217367a5-dce0-4799-b51a-37a98402ac6e

Nanette Dickerson

nanette.dickerson@cookcountyga.us

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Russell R McMurry

catscommissioner@dot.ga.gov

Security Level: In Session

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angela O. Whitworth

catstreasurerattest@dot.ga.gov

Security Level: In Session

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Danny Saturday dannysaturday@hotmail.com Director of Operations Security Level: Email, Account Authentication (None)	<b>VIEWED</b> Using IP Address: 174.218.1.95 Viewed using mobile	Sent: 10/16/2017 Viewed: 10/16/2017
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**Electronic Record and Signature Disclosure:**  
Accepted: 9/25/2017  
ID: cdd8ebea-e26f-4083-b956-ad6aaff5e834

Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/17/2017
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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In Process



## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Georgia Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov)

**To advise Georgia Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Georgia Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Georgia Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<input type="checkbox"/> Allow per session cookies  <input type="checkbox"/> Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

**\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.**

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, **acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.**