

**AMENDMENT NO. 4
CANDLER ROAD BUS TRANSIT
TRAFFIC SIGNAL PRIORITY
COOPERATIVE SUB GRANT AGREEMENT**

This Amendment, made and entered into this _____ day of _____, 2019 by and between the COUNTY OF DEKALB, GEORGIA ("the County") and the METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA") hereinafter referred to jointly as "the parties" witnesseth,

WHEREAS, on or about December, 2012, the Parties entered into the DeKalb County – Buford Highway Bus Transit Traffic Signal Priority Cooperative Sub Grant Agreement (the "Agreement"). Whereby MARTA agreed to administer the grant of Federal Transportation Administration funds to the County for certain services in accordance with the Project Definitions and Scope defined in said Agreement, said work will be completed no later than December 31, 2017, and

WHEREAS, the Parties have determined that additional time will be required to complete the work contemplated by the Agreement and the Parties have agreed to amend the Agreement to extend the required completion date.

NOW THEREFORE, the Parties agree to amend the Agreement under Buford Highway Bus Transit Traffic Signal Priority Project FTA Grant No. GA-03-0082--00 as follows:

Paragraph Three (3), "Time of Performance" - The last sentence in this paragraph is hereby modified, so as to now read: "The Candler Road Bus Transit Traffic Signal Priority Project shall commence on or about October 1, 2018 and be completed by November 29, 2019.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

**METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY**

DEKALB COUNTY, GEORGIA

(SEAL)
Jeffrey A. Parker
General Manager/CEO

(SEAL)
Michael L. Thurmond
Chief Executive Officer
DeKalb County GA

Date

58-09642866
Federal Tax ID Number

Date

06-1420535
Federal Tax ID Number

ATTEST:

ATTEST:

Signature

Name

Title

Date

Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Date

Approved As To Form:

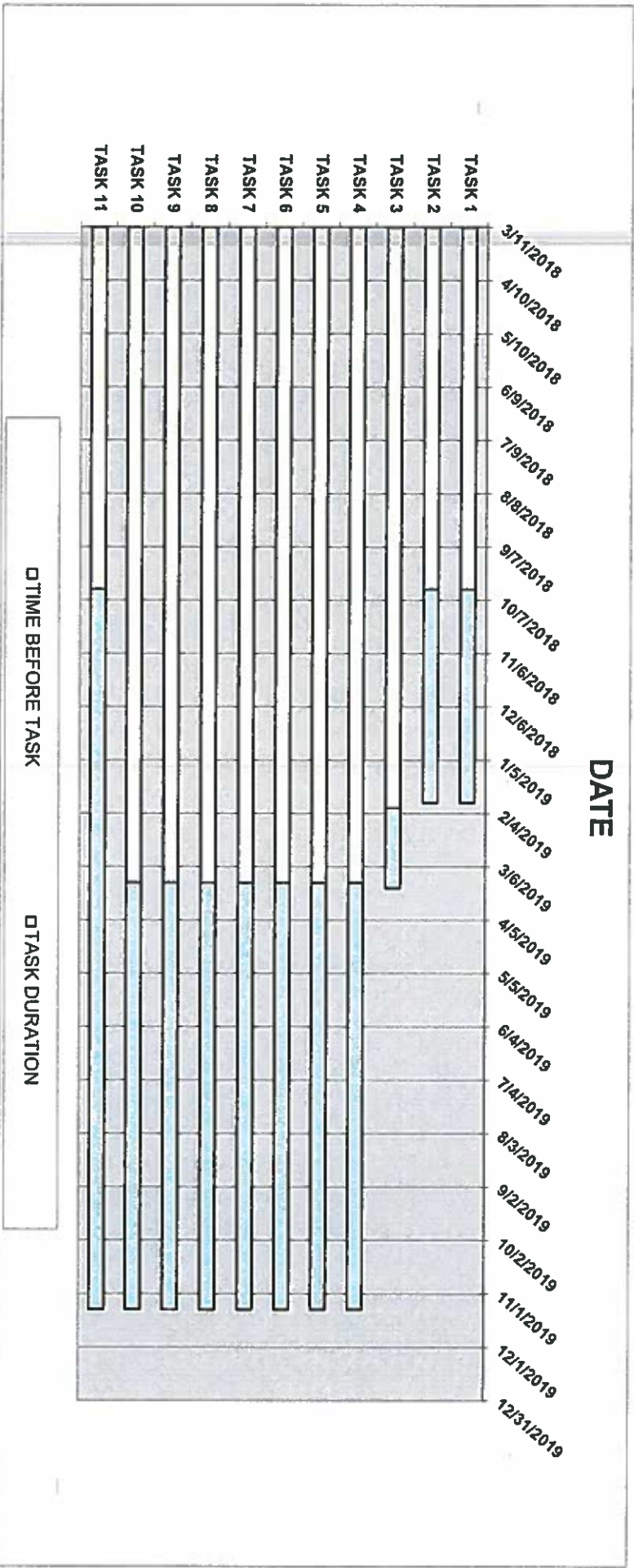
Approved As To Substance:

Chief Counsel

Department Director

CANDLER ROAD TRAFFIC SIGNAL PRIORITY

TASK #	TASK DESCRIPTION	START DATE	END DATE	TIME BEFORE TASK	TASK DURATION	RESPONSIBLE PARTY
TASK 1	SUB-GRANT AGREEMENT EXECUTED	10/1/2018	2/1/2019	0	120	DEKALB/MARTA
TASK 2	ESTABLISH SOURCE ACCOUNT	10/1/2018	2/1/2019	0	120	DEKALB
TASK 3	EQUIPMENT PURCHASE/DELIVERY	2/1/2019	3/15/2019	0	45	DEKALB
TASK 4	INTERSECTION CONSTRUCTION ACTIVITIES/Timing	3/15/2019	11/29/2019	0	240	DEKALB
TASK 5	INTERSECTION PRIORITY EQUIPMENT INSTALLATION	3/15/2019	11/29/2019	0	240	DEKALB
TASK 6	BUS EQUIPMENT INSTALLATION/Training	3/15/2019	11/29/2019	0	240	DEKALB/MARTA/VENDOR
TASK 7	INTERSECTION EQUIPMENT TESTING	3/15/2019	11/29/2019	0	240	DEKALB
TASK 8	BUS EQUIPMENT TESTING	3/15/2019	11/29/2019	0	240	DEKALB/MARTA
TASK 9	CMS SYSTEM/INSTALL/TEST	3/15/2019	11/29/2019	0	240	DEKALB
TASK 10	OPERATOR/TRAINING	3/15/2019	11/29/2019	0	240	DEKALB/MARTA
TASK 11	LAUNCH	10/1/2018	11/29/2019	0	405	DEKALB/MARTA



**CANDLER ROAD BUS TRANSIT
TRAFFIC SIGNAL PRIORITY
COOPERATIVE SUBGRANT AGREEMENT**

THIS COOPERATIVE SUBGRANT AGREEMENT (hereinafter referred to as "Agreement"), is entered into as of the ____ day of _____, 2019 by and between DEKALB COUNTY, (hereinafter referred to as the "COUNTY" or the "Sub-Grantee") and the METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, (hereinafter referred to as "MARTA" or "the Authority") on behalf of the Federal Transit Administration (hereinafter referred to as the "FTA").

WITNESSETH THAT:

WHEREAS, MARTA, as the Grant Recipient, desires to administer the grant of funds to the Sub-Grantee for certain services hereinafter described in connection with an undertaking (hereinafter referred to as the "Project") which is to be partially financed by a grant from the United States Department of Transportation, FTA (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies" or "FTA"), said grant evidenced by an Agreement dated September 20, 2006, (hereinafter referred to as the "Grant Contract") and identified as Project No. GA-03-0082 ; and

WHEREAS, MARTA and the Sub-Grantee have previously entered into a Memorandum of Understanding dated April 24, 2006, to provide for the preliminary planning of the Project: and

WHEREAS, the Sub-Grantee desires to render services in connection with the Project as set forth herein:

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

1. Reimbursement to the Sub-Grantee. MARTA hereby agrees to manage and administer the Funds and reimburse the Sub-Grantee from the Funds for the eligible costs associated with the Project. The Sub-Grantee hereby agrees to perform the obligations hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Sub-Grantee shall do, perform and carry out services described in Attachment "A" and its sub-parts (collectively, "Attachment A"), which are attached hereto and made a part hereof.
3. Time of Performance. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. The Project shall commence on or about October 1, 2018 and be completed by November 29, 2019.
4. Compensation. The Sub-Grantee shall be reimbursed for the costs of the Project as set forth in Attachment "B" and its sub-parts (collectively "Attachment B"), which is attached hereto and made a part hereof. MARTA shall make progress payments to the Sub-Grantee within 45 days of receipt of an acceptable invoice. In addition, MARTA and the Sub-Grantee acknowledge that there is a remaining balance of approximately, \$520,000 within their pre-existing and separate Sub-Grant Agreement for the Buford Highway Bus Transit Traffic Signal Priority Project which has not yet been expended.

5. **Formal Communication.** Formal communications regarding this Agreement shall include, but not necessarily be limited to, correspondence, progress reports and financial reports. The Sub-Grantee shall furnish progress and financial reports as set forth in Paragraphs 12 and 16 of this Agreement to MARTA no later than fifteen (15) days after the end of each calendar quarter. All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of the Sub-Grantee (executor) and the General Manager/Chief Executive Officer of MARTA. However, the Sub-Grantee executor and MARTA's General Manager/Chief Executive Officer shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

6. **MARTA's and Sub-Grantee's Designated Agents.** Pursuant to Paragraph 5 above, MARTA's General Manager/Chief Executive Officer hereby designates Onyinye Akujuo, Director of Grant Programs, as his agent for purposes of this Agreement only, except for executing amendments hereto. All correspondence shall be directed to him/her at MARTA, 2424 Piedmont Road, N.E., Atlanta, GA 30324-3330, with a copy to the Grant Coordinator, Office of Grant Programs, MARTA, 2424 Piedmont Rd., N.E., Atlanta, GA 30324-3330.

Sub-Grantee hereby designates, Peggy Allen, Director of Roads and Drainage, representing DeKalb County as its agent for purposes of this Agreement only, except for executing amendments hereto. All correspondence shall be directed to her at DeKalb County Public Works, Road and Drainage Division, 727 Camp Road, Memorial Drive Complex, Decatur, GA 30032.

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

8. **Inspections.** Authorized representatives of MARTA and the FTA may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Sub-Grantee under this Agreement shall be made available to authorized representatives of MARTA and the FTA for inspection and review at all reasonable times in the Sub-Grantee's office where data is normally accumulated.

9. **Maintenance of Records.** The Sub-Grantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to the Project and shall make such material available at all reasonable times during the term of this Agreement for inspection by MARTA, the FTA, and the Comptroller General of the United States, or any of their duly authorized representatives. The Sub-Grantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

10. **General.** The Sub-Grantee agrees to carry out the Project in compliance with requirements relating to the application, acceptance and use of federal funds for this Project, including 49 CFR part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and the Federal Transit Administration Master Agreement [FTA MA (24)] dated October 1, 2017 and as amended or revised. The Sub-Grantee assures and certifies that it shall comply with all requirements imposed by MARTA or the FTA including those requirements in Circular 4220.1F, "Third Party Contracting Requirements" and as amended or revised. The

Sub-Grantee shall include the provisions of this paragraph in all sub-contracts executed in connection with this Project.

11. Sub-Grantee's Personnel. The Sub-Grantee represents that any personnel required to perform the services under this Agreement shall not be employees of MARTA during any time within the term of the grant agreement, immediately prior to the date of this Agreement, and during the term of the Project, except with the express prior written consent of MARTA, which consent shall not be unreasonably withheld. Further, the Sub-Grantee agrees that no such former MARTA employee shall be involved in any way with performance of this Agreement, without the express prior written approval of MARTA, which consent shall not be unreasonably withheld.

12. Reports. The Sub-Grantee or its designee shall provide to MARTA on a quarterly basis, progress/status reports, in such form as may be reasonably specified by MARTA, outlining the work accomplished by the Sub-Grantee during the quarter of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of each quarter of such report. Such reports shall be furnished to MARTA no later than 15 days after the end of each quarter for which the report is submitted. These reports should provide sufficient details to complete all FTA quarterly reporting requirements, including but not limited to the Federal Financial Report and Milestone Reports.

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

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

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

16. Financial Reports. In addition to other records required by this Agreement, the Sub-Grantee agrees to provide to MARTA such additional financial reports in such form and frequency as MARTA may reasonably require in order to meet MARTA's requirements for reporting to the FTA. Such reports will include comparisons of actual costs and budgeted costs and projected variances.

17. Insurance. The Sub-Grantee will ensure that its contractors are fully licensed to perform the services contemplated, and will carry adequate insurance coverage to indemnify MARTA and the Sub-Grantee against any claim of liability, loss, damage, and expense, including reasonable attorney fees, directly or indirectly resulting from or arising out of or in connection with the death or injury to any person or persons, or the loss of or damage to any property, caused or alleged to be caused by the negligent provision of the services contemplated by the Project.

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

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

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

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

22. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Sub-Grantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of MARTA, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

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

regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Sub-Grantee agrees to abide by such regulations in its selection procedure.

24. Assignability. Neither party shall assign or transfer all or any portion of its interest in this Agreement without the prior written approval of the other party.

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

26. School Transportation Operations. The Sub-Grantee agrees that neither it nor any public transportation operator performing work in connection with this Project will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. 5323 (f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605.

27. Amendments. Either party may request changes in this Agreement. Such changes, including any increase or decrease in the amount of the Sub-Grantee's compensation, shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of MARTA by MARTA's General Manager/CEO or his/her authorized agent. Minor reallocations of line-item budgeted amounts may be processed as Budget Revisions, which may be approved by MARTA's Director of Grant Programs.

28. Assurances. The Sub-Grantee hereby assures and certifies that:

- a. It will comply with the regulations, policies, guidelines and requirements contained in FTA Circulars, 4220.1F, 4702.1B, 4704.1A and 5010.E, 2 CFR 200, and A-133, and all applicable Georgia statutes as appropriate, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project, and as may be amended during the term of this Agreement.
- b. It possesses legal authority to enter into this Agreement, and a resolution, motion or similar action has been duly adopted or passed as an official act of the Sub-Grantee's governing body authorizing the execution of this Agreement and directing and authorizing the person identified as the official representative of the Sub-Grantee to act in connection with the execution of the Agreement and to provide such additional information as may be required.
- c. It will comply with all applicable provisions of the United States of America Department of Transportation Federal Transit Administration Master Agreement (FTA MA [24], October 1, 2017), and as may be amended from time to time.
- d. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those who have family or business ties.
- e. It will comply, and require the compliance of any third party contractor at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200. The Sub-Grantee agrees to, and will

require that its third party contractors and other participants at any tier of the Project review the “Excluded Parties Listing System” at <https://www.sam.gov/portal/SAM/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project. If, in the event the Subgrantee learns that a third party has been debarred or excluded, it will immediately notify MARTA, who will then provide written notice to FTA.

- f. It will cooperate with MARTA in assisting the FTA in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and 36 CFR Part 800 by (i) consulting, through MARTA, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that are subject to adverse effects by the activity, and notifying, through MARTA, the Concerned Funding Agencies of the existence of any such properties, and by (ii) complying with all requirements established by MARTA or the funding agencies to avoid or mitigate adverse effects upon such properties.
- g. It will cooperate with MARTA in complying with the applicable requirements of the Federal Financial Accountability and Transparency Act (FFATA) sub-award reporting requirements.
- h. It understands that the phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct federal assistance.
- i. For subgrant contracts not involving federal financial assistance for construction, it will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency’s (EPA) list of Violating Facilities and that it will notify the funding agencies, through MARTA, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.j. It will comply with Title VI of the Civil Rights Act of 1964, as amended, and, in accordance with Title VI of that Act, no person shall, on the grounds of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Project or activity for which the Sub-Grantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.

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

If the Sub-Grantee has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the Sub-Grantee as specified in Attachment “B” of the contract is one million dollars (\$1,000,000) or more, the Sub-Grantee certifies that: (a) it has developed a written Affirmative Action Plan (AAP) which includes: an analysis of the Sub-Grantee’s work force showing by job category the extent to which minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (b) it presently has such a plan in effect and such plan will remain in effect at least until the Project completion date of this contract.

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

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

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

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

- k. It will comply with the current U.S. Department of Transportation regulations on Disadvantaged Business Enterprise (DBE) participation at 49 CFR Part 26 or at another Part, if reissued, and any requirements or guidance the Concerned Funding Agencies may issue.
- l. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- m. It will comply with the applicable provisions of the Americans with Disabilities Act of 1990.
- n. It will comply with the applicable provisions of the FTA Buy America regulations under 49 CFR Part 661.

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

30. Other Requirements. In addition to other requirements of this Agreement, the Sub-Grantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, including but not limited to, 49 CFR 18 and 2 CFR 200, as appropriate. All such documents are available for inspection in the offices of MARTA and are hereby made part of this Agreement fully as if the same were attached hereto.

31. Termination for Convenience. The Authority may terminate this Agreement in whole or in part when it determines that the continuation of the Project would not produce beneficial results commensurate with the

further expenditure of funds. The two parties shall, through formal Agreement amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Sub-Grantee shall not incur new obligations as possible. MARTA shall allow full credit to the Sub-Grantee for the non-cancelable obligations properly incurred by the Sub-Grantee prior to termination.

32. Termination of the Agreement for Cause. If through any cause, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Sub-Grantee has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, MARTA shall thereupon have the right to terminate this Agreement after giving written notice to the Sub-Grantee of such proposed termination and after providing the Sub-Grantee at least thirty (30) days in which to cure such default. If the Sub-Grantee fails to cure such default in a timely manner, MARTA may terminate this Agreement by providing written notice to the Sub-Grantee of termination and specifying the effective date thereof. The Sub-Grantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing, to the extent provided by law, the Sub-Grantee shall not be relieved of liability to MARTA for damages sustained by MARTA by virtue of any breach of this Agreement by the Sub-Grantee.

33. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds allocated to MARTA by the FTA for carrying out the functions to which this Agreement relates are not available or not provided, then, upon written notice to the Sub-Grantee, this Agreement shall immediately terminate without further obligation to MARTA or to Sub-Grantee.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon
in three (3) counterparts, each to be considered as an original by their authorized representatives, on this ____ day of
_____, 2019

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Jeffrey A. Parker
General Manager/CEO
Metropolitan Atlanta Rapid Transit Authority

_____ (SEAL)
Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

58-09642866
Federal Tax I.D. Number

06-1420535
Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Counsel

County Attorney Signature

County Attorney Name (Typed or Printed)

CERTIFICATION REGARDING LOBBYING

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

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

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

Signature: _____

Date: _____

Title: _____

Organization Name: DeKalb County, Georgia

Address: _____

ATTACHMENT A
PROJECT DEFINITION AND SCOPE

- I. General:** The services to be provided by the Sub-Grantee are in support of the following Federal Transit Administration (FTA) Grant No. GA-03-0082-00;

Project Name: Candler Road Transit Traffic Signal Priority Improvements Project

- II. Project Purpose:** The Sub-Grantee shall perform all the necessary services provided under this Agreement connection with and respecting the following areas, herein, called the "project area":
Nineteen (19) Candler Road Intersections along Candler Road in DeKalb County, Georgia are within a corridor from the Candler Road and Glenwood Road intersection to the Candler Road and Columbia Drive intersection, which is primarily served by MARTA Bus Route No. 15.

- III. Work and Services:** The Sub-Grantee shall perform and carryout in a satisfactory and proper manner, as reasonably determined by MARTA, the following work and services as described in Exhibit A-1.

- a. Procurement of traffic signalization devices to support transit bus prioritization in the corridor to be served by the Project;
- b. Installation and activation of traffic signalization devices to support transit bus prioritization in the corridor to be served by the Project.

The Sub-Grantee shall further support the work of the Project in the following aspects:

- a. If needed, permit the construction of MARTA bus shelters on County right of way along Candler Road, in DeKalb County, Georgia in accordance with DeKalb County standards and specifications.
- b. Provide additional support to the Grantee as needed for the timely completion of the Project, including facilitation of any necessary technical training including train-the-trainer, of MARTA staff (bus operators, superintendents, maintenance personnel, and others as required) by DeKalb County vendors.

IV. Project Background: In FY 2004, the Federal Appropriations bill allocated \$1,456,311.00 in FTA Section 5309 Bus and Bus-related Facilities funds for DeKalb County Traffic Signalization Improvements to support Bus Rapid Transit (BRT) within two major corridors. The proposed grant scope consisted of furnishing and installing traffic signal upgrades and associated equipment to support the movement of Metropolitan Atlanta Rapid Transit Authority (MARTA) bus rapid transit (BRT) vehicles in the Memorial Drive and Buford Highway Corridors of DeKalb County. The Memorial Drive corridor served by MARTA Bus Routes 121, 121A from Kensington Road to North Hairston and East Ponce de Leon was completed in 2009. The Buford Highway Corridor is served by MARTA Bus Route# 39, from North Druid Hills Road to Park Drive in Doraville. This high traffic MARTA route has the highest overall ridership of any fixed bus route in the MARTA system, is a major thoroughfare with high levels of automobile traffic, and would be a recommendation for bus expansion into Gwinnett County. With this in mind, the priority signals have been extended to Buford Highway and Oakcliff Roads to serve MARTA's Route 124.

V. Area Covered: The service area is the Candler Road Corridor within DeKalb County, Georgia.

VI. Project Team: This project will be implemented by DeKalb County with the support of the Metropolitan Atlanta Rapid Transit Authority in collaboration with the Georgia Department of Transportation (GDOT), as Buford Highway (SR13) is part of the State Highway System. The DeKalb County Public Works Road and Drainage Division will have primary responsibility for project implementation.

VII. Services: The Sub-Grantee shall acquire, furnish and install the traffic signalization improvements at the selected intersections indicated in the attached Exhibit A-1.

VIII. Scope of Work Requirements: The Sub-Grantees Scope of Work is attached as Attachment A-1

VII. Review and Coordination Process: The Sub-Grantee shall coordinate with MARTA in all phases of the Project Scope of Work. Sub-Grantee shall submit copies of the Project Deliverables to MARTA and other members of the Project Team for review and comments at each state of the process, or as otherwise requested by MARTA. MARTA will have 30 days to review each submittal. Submittal review process will continue until submittal is approved. The Sub-Grantee shall submit to MARTA for approval any proposed changes to the Project Schedule, scope of work/list of improvements and Budget. MARTA shall coordinate with the Sub-Grantee in the conduct of the scope of work. Sub-Grantee shall inform MARTA of all Project coordination meetings.

ATTACHMENT A-1
Candler Road TSP project
DeKalb County Scope of Work

Purpose of Selection

Candler Road was chosen because it was the site of our initial Traffic Signal Priority (TSP) project with MARTA in 1999. An investment and commitment was made to the community 20 years ago and we want to continue our commitment. Candler Road continues to be a highly traveled commuter and MARTA route.

The scope of work to be performed by Dekalb County for the Candler Road TSP project will consist of the tasks necessary to upgrade the current transit signal priority system located along the Candler Road Corridor. This will include placing signal emitters on the MARTA transit buses serving the corridor. The project scope includes work at the 19 intersections listed below.

- (i) Candler Road and Glenwood Road
- (ii) Candler Road and Northview Ave.
- (iii) Candler Road and McAfee Road
- (iv) Candler Road and Tilson Road
- (v) Candler Road and Raleigh Rucker Way
- (vi) Candler Road and Whites Mill Dr/Oakland Ter
- (vii) Candler Road and Toney Drive
- (viii) Candler Road and Misty Waters Dr/Kelly Lake Road
- (ix) Candler Road and Eastwyck Road
- (x) Candler Road and I-20 West Bound Ramp
- (xi) Candler Road and I-20 East Bound Ramp
- (xii) Candler Road and Rainbow Way
- (xiii) Candler Road and Rainbow Drive
- (xiv) Candler Road and South Rainbow Drive
- (xv) Candler Road and Warren Road
- (xvi) Candler Road and Fairlake/Panthersville Road
- (xvii) Candler Road and I-285 West Bound Ramp
- (xviii) Candler Road and I-285 East Bound Ramp
- (xix) Candler Road and Columbia Drive

A general scope of work and group of tasks will be performed at all intersections. Those tasks include but are not limited to;

- The purchase all Signal Priority equipment for each intersection.
- The installation of all Signal Priority equipment for each intersection.
- The purchase of the Signal priority emitters for the MARTA buses
- The testing of all signal priority equipment before during and after installation.
- Providing appropriate traffic control at each intersection while under construction.
- The design, development, and implementation of a coordinated signal timing plan after the implementation of the priority system.
- Project management of the system under construction
- Perform any required rewiring and or rebuilding of traffic signals.

- Facilitate all purchase, construction, rebuilding, design, implementation, timing, tasks necessary to install and implement a transit signal priority (TSP) system on Candler Road.
- The, installation and testing of the Central Monitoring System (CMS) on Candler and connecting it to the Buford Highway, and Memorial Drive signal priority systems.

In addition to the general scope activities, additional work activities may be required such as;

- Installing, removing or relocating traffic signal equipment.
- Installing, removing or relocation traffic signal communication equipment/devices.
- Purchasing, installing, relocating, vehicle detection equipment.

And, any and all additional activities required to complete the project.

ATTACHMENT B
Signal Prioritization Improvement Subgrant
Compensation and Method of Payment

Service Area: Candler Road Corridor

Federal Share: \$519,148.24

Local Matching Share: \$128,586.74

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

A. Progress Payments. The Sub-Grantee shall be entitled to receive progress payments on the following basis. Within forty-five (45) days after the end of each calendar quarter during the existence of this Agreement, the Sub-Grantee shall submit to MARTA a Request for Payment/Invoice documenting actual costs incurred during the invoice period. As used herein, actual costs incurred shall include only eligible costs authorized in the Project Budget. The invoices shall also include documentation of the required local (non-federal) matching share. Any work for which reimbursement is requested may be disallowed if not properly documented, as reasonably determined by MARTA, in the required narrative quarterly progress report.

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

Sub-Grantee's quarterly invoices and quarterly progress/status reports are to be submitted to MARTA's Director of Grant Programs, or his/her authorized agent and must be received by him/her no later than 20 days following the end of each calendar quarter.

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

Sub-Grantee's final invoice and final narrative progress report must be received by MARTA no later than 20 days after the Project is complete unless otherwise agreed upon by the Sub-Grantee and MARTA.

II. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Sub-Grantee under this Agreement exceed \$519,148.00 Federal Share and that the Sub-Grantee expressly agrees that it shall do, perform and carry out in a proper manner all of the work and services described in Attachment A and Exhibit A-1 for so long as funding is available as set forth in this Agreement.

III. Access to Records: The Sub-Grantee agrees that MARTA, the U.S. DOT, FTA or related Agencies, and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Sub-Grantee which are directly pertinent to the

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

IV. Other Requirements: In addition to the requirements of Paragraph 13 of the main body of the Agreement, the Sub-Grantee agrees to comply with and shall be bound by the applicable terms and conditions of all State and Federal Laws or regulations governing and defining allowable costs and associated procurement standards, including but not limited to U.S. Office of Management and Budget 2 CFR 200, FTA Circular 4220.1F and the Federal Acquisition Regulations found under 48 CFR, as appropriate.

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

**ATTACHMENT B-1
PROJECT BUDGET**

The Sub-Grantee acknowledges that the compensation agreed upon in this section is to the best of its knowledge and belief sufficient to accomplish the scope of work specified in Attachments A, Exhibit A-1, Attachments B, B-1 and B-2.

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

**DeKalb County – Candler Road Traffic Signalization Improvements
to Support Bus Transit Service Project Budget**

Line Item	Description	Estimated Cost	Federal Share (80%)	Local Share (20%)	Source of Local Share
1.	Equipment Opticom Vehicle Transit Kits (24) x \$3,500.00	\$ 84,00.00	\$ 67,200.00	\$16,800.00	DeKalb County Local Funds and/or In-Kind Contributions
	Equipment Opticom Intersection equipment 19 x \$6,856.00	\$130,264.00	\$104,211.20	\$26,052.80	
	Equipment Opticom GPS installation cable Wire #7	\$ 1,800.00	\$ 1,440.00	\$ 360.00	
	#4 Shielded Cable	\$ 12,100.00	\$ 9,680.00	\$ 2,420.00	
2.	Equipment Central Management Software, (CMS) License Evacuation Module 3 yr. maintenance agreement	\$15,050.00	\$ 12,040.00	\$ 3,010.00	DeKalb Local Funds and/or In Kind
3.	Training Support MARTA/Bus Installation/Mnt. DeKalb/Intersection Equip/O/M CMS Installation and Training	\$ 6,250.00 \$ 6,250.00 \$ 8,750.00	\$ 5,000.00 \$ 5,000.00 \$ 7,000.00	\$ 1,250.00 \$ 1,250.00 \$ 1,750.00	DeKalb Local Funds and/or In-Kind
4.	Vendor/engineering Tech support On Site/Support communication	\$50,000.00 \$ 9,375.00	\$ 40,000.00 \$ 7,500.00	\$10,000.00 \$ 1,875.00	DeKalb Local Funds and/or In-Kind
5.	Labor (intersection-install)	\$295,088.24	\$236,070.59	\$59,017.65	DeKalb Local Funds and/or In-Kind
	SUBTOTAL – DEKALB COUNTY NET PROJECT SCOPE				DeKalb Local Funds and/or In Kind
	MARTA Project Administration Training for Bus Operators, Bus Maintenance, and Management; Project Administration/Oversight	\$ 28,807.74	\$ 24,006.45	\$4,801.29	MARTA Local Funds and/or In-Kind Contributions
	Total Gross Project Budget	\$647,734.98	\$519,148.24	\$128,586.74	

NOTE: This list is not all inclusive of required equipment; it only covers major equipment needs.

Attachment B-2
TRAFFIC SIGNAL PRIORITY CONTROL INSTALLATION
Candler Road Labor Estimate

Intersection

08/22/2018

QUANTITY

ITEM

UNIT PRICE

QUANTITY	ITEM	UNIT PRICE	
1	Candler Road at Glenwood	\$ 15,530.96	\$15,530.96
1	Candler Road at Northview	\$ 15,530.96	\$15,530.96
1	Candler Road at McAfee Road	\$ 15,530.96	\$15,530.96
1	Candler Road at Tilson Road	\$ 15,530.96	\$15,530.96
1	Candler Road at Raleigh Rucker Way	\$ 15,530.96	\$15,530.96
1	Candler Road at Whites Mill/Oakland Ter	\$ 15,530.96	\$15,530.96
1	Candler Road at Toney Drive	\$ 15,530.96	\$15,530.96
1	Candler Road at Misty Waters Drive/Kelly Lake	\$ 15,530.96	\$15,530.96
1	Candler Road at Eastwyck Road	\$ 15,530.96	\$15,530.96
1	Candler Road at I-20- West Bound Ramp	\$ 15,530.96	\$15,530.96
1	Candler Road at I-20- East Bound Ramp	\$ 15,530.96	\$15,530.96
1	Candler Road at Rainbow Way	\$ 15,530.96	\$15,530.96
1	Candler Road at Rainbow Drive	\$ 15,530.96	\$15,530.96
1	Candler Road at South Rainbow Drive	\$ 15,530.96	\$15,530.96
1	Candler Road at Warren Road	\$ 15,530.96	\$15,530.96
1	Candler Road at Fairlake/Panthersville Road	\$ 15,530.96	\$15,530.96
1	Candler Road at I 285 West Bound Ramp	\$ 15,530.96	\$15,530.96
1	Candler Road at I 285 East Bound Ramp	\$ 15,530.96	\$15,530.96
1	Candler Road at Columbia Drive	\$ 15,530.96	\$15,530.96

TOTAL LABOR THIS PROJECT

\$295,088.24

**Attachment B-3
Project Budget Narrative Description**

A narrative description of each of the Project Budget Activity Line Items (ALIs) is provided below.

FISCAL CAPABILITIES

The accompanying budgetary information details the costs and intended use of the sub-grant funds. The specific costs are outlined in Attachment B-1 (Project Budget). These costs are based on unit prices for the equipment necessary to implement the Traffic Signalization Improvement to support enhanced bus transit service on the Buford Highway Corridor. The project will be implemented by DeKalb County Public Works Road and Drainage Division.

CAPITAL/EQUIPMENT/FACILITIES (80/20) (Pages 14, 15, and 16)

Purchase and Furnish Signal Equipment

This ALI is the cost for purchasing the signal priority emitter equipment manufactured by Opticom from a third party vendor. It is anticipated that this Opticom equipment will be procured from The County's current vendor, Transportation Control Systems or directly from the manufacturer, subject to approval by MARTA in accordance with FTA requirements. This line item also includes the acquisition of the signal priority emitters that will be installed on MARTA buses. Other items related for this type of specialized equipment (i.e. wiring, cable equipment, software) is included in this ALI. The total amount budgeted for this line item is \$243,214.00, with a 80% federal share of \$194,571.20. The 20% local matching share in the budgeted amount of \$48,642.80 will be provided from either DeKalb County local funds and/or approved in-kind resources.

Installation of Signal Equipment

This ALI includes the cost for the Installation of all Signal Priority equipment for each of the (19) intersections along the Candler Road Corridor (Attachment A-1, Pages 23-24, Items 1 through 19). This installation work will be performed by the DeKalb County Public Works, Traffic Engineering employees. The work also includes testing of the Opticom Central Monitoring System (CMS) currently on the Buford Highway and Memorial Drive Corridors and connecting the software to the Candler system. The Testing will also be conducted by The County Traffic Engineering Department employees.

This ALI also includes the cost of the installation, removal or relocation of traffic signal equipment/devices and any and all additional activities required to complete the project. The on-site support duties will be performed by employees of the DeKalb County Public Works Road and Drainage Division and its engineering tech support team . The cost budgeted for the installation of the signal equipment is \$295,088.24.

Procurement of Central Management Software (CMS)

This item is for the cost to upgrade the license and maintenance agreement for the Central Management Software (CMS) from a third party vendor. The Central Management Software (CMS) is a licensed software package, has an evacuation module and a three year maintenance agreement, with a budgeted cost of \$15,050.00.

Project Administration, Technical Management & Training (DeKalb County)

This ALI includes costs associated with the administration, technical management and training support for this project. These activities may include but are not limited to DeKalb County project and technical management services to be performed by an external consultant/engineer (\$59,375.00); and training (\$21,250.00). Training costs should consist of the following elements:

- System/Engineering Technical Training – will provide for the cost of external trainer personnel to deliver training to appropriate DeKalb County staff and, as appropriate, MARTA technical/engineering staff on the technical/engineering aspects of the new signal priority system software and hardware configuration. (\$6,250). It will also provide for the cost of DeKalb staff to attend this training.
- System Maintenance Training – will provide for the cost of the external training personnel to deliver training, primarily to MARTA employees, on the maintenance and operation of the Opticom signal emitters to be installed on buses. The estimated cost is \$6,250
- CMS System Training – includes the cost of providing training on the new Central Monitoring System to appropriate DeKalb County personnel who have a need to understand and support the operation and maintenance of the CMS. This includes both the external consultant/trainer cost for an estimated total cost of \$8,750.

Project Administration and Training (MARTA)

This ALI includes costs associated with the administration and support of this project by MARTA. These activities include subgrant administration and oversight (primarily staff time costs), and training-related costs for MARTA Bus Operations and Bus Services personnel:

- System Engineering/Technical Training – this provides for the cost of MARTA engineering/technical staff to participate in the training provided by the DeKalb county signal equipment vendor.
- System Operations and Maintenance Training – this provides for the cost of MARTA bus operators, maintenance personnel, superintendents, and other staff that may be involved in using or maintaining the signal priority equipment to attend the training sessions. They will be trained by the vendor and train-the-trainer.

The total budget cost is \$28,807.74, with the Federal share of \$24,006.45 The 20% local matching share for this ALI in the estimated amount of \$4,801.29 will be provided from MARTA local funds and/or approved DeKalb County in-kind resources.

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