

June 16, 2004

A RESOLUTION

BY: TRANSPORTATION COMMITTEE

04-R-1043

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AN APPROPRIATE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION TO ACCEPT FUNDING IN THE AMOUNT OF \$192,408.00 TO UPGRADE TRAFFIC SIGNAL CONTROL EQUIPMENT AT (24) INTERSECTIONS IN THE CITY OF ATLANTA AND FOR OTHER PURPOSES.

WHEREAS, in order to improve the quality of transportation in the City of Atlanta, it is necessary to upgrade traffic signal control equipment at the following intersections:

1. DeKalb Avenue, N.E. and Arizona Avenue
2. Donald Lee Hollowell Parkway, N.W. and I-285 Northbound Ramp
3. Donald Lee Hollowell Parkway, N.W. and Chappell Road
4. Donald Lee Hollowell Parkway, N.W. and Marietta Boulevard
5. Donald Lee Hollowell Parkway, N.W., Florence Place and West Lake Avenue
6. Donald Lee Hollowell Parkway, N.W. and Francis Place
7. Donald Lee Hollowell Parkway, N.W. and Fulton Industrial Boulevard
8. Donald Lee Hollowell Parkway, N.W. and Harwell Road
9. Donald Lee Hollowell Parkway, N.W. and I-285 Southbound Ramps
10. Donald Lee Hollowell Parkway, N.W., Kings Grant Drive and Yates Drive
11. Donald Lee Hollowell Parkway, N.W. and Maynard Court
12. Donald Lee Hollowell Parkway, N.W. and West Fulton High School Driveway
13. Donald Lee Hollowell Parkway, N.W. and Wood Street
14. East Paces Ferry Road, N.E. and Maple Drive
15. Hosea L. Williams Drive, N.E. and Moreland Avenue
16. Joseph E. Lowery Boulevard, N.W. and West Marietta Street
17. Moreland Avenue, N.E. and Mansfield Avenue
18. Moreland Avenue, N.E. and Wylie Street
19. Moreland Avenue, S.E., Caroline Street and Seaboard Avenue
20. Moreland Avenue, S.E., Eastland Road and Sunshine Plaza Driveway
21. Moreland Avenue, N.E. and Euclid Avenue
22. Northside Drive, N.W. and Moores Mill Road
23. Simpson Road, N.W. and New Jersey Avenue
24. West Peachtree Street, N.E. and Eighth Street; and,



WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding of the upgrade of traffic signal control equipment at these (24) intersections under Project STP-0005-00(908)/P.I. #0005908 in the amount of \$192,408.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

SECTION 1. That the Mayor be and is hereby authorized to execute an agreement with the Georgia Department of Transportation to accept funding in the amount of \$192,408.00 to upgrade traffic signal equipment at (24) intersections under Project STP-0005-00(908)/P.I. #0005908.

SECTION 2. That the City Attorney be and is hereby directed to approve as to form the proposed agreement for execution by the Mayor.

SECTION 3. That this agreement shall not become binding on the City and the City shall incur no liability upon same until said agreement has been executed by the Mayor and the Georgia Department of Transportation.

A true copy

A handwritten signature in black ink, appearing to be "K. M. ...", written over a horizontal line. The signature is stylized and cursive.

Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

June 21, 2004
June 24, 2004



**AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
ATLANTA, GEORGIA**

**TRAFFIC SIGNAL CONTROLLER CONVERSION PROJECT
PROJECT #STP-0005-00(908)
P. I. NO. 0005908**

This Agreement, made and entered into this _____ day of _____ 2004, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as "DEPARTMENT", and the CITY OF ATLANTA, GEORGIA, acting by and through its Mayor; hereinafter referred to as the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out the project to provide traffic signal controller upgrades in the CITY OF ATLANTA; which consists of Project STP-0005-00(908)/P.I. No. 0005908, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT has expressed willingness to participate in the funding of the PROJECT with funds of the DEPARTMENT subject to those certain conditions set forth in the AGREEMENT; and

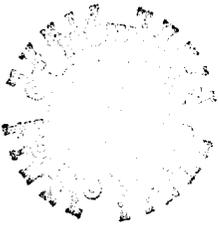
WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend state and federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the execution and supervision of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking;

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:



ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be work to provide traffic signal controller upgrades in the CITY OF ATLANTA as set forth in Exhibit A, WORK PLAN to be on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible, based upon sound engineering principles, and will be sensitive to ecological, environmental and archaeological issues.

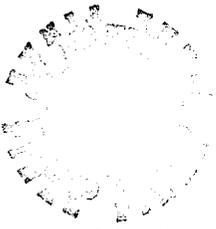
The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall establish a Task Force to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT. The Task Force should include, but not be limited to, a representative from the DEPARTMENT designated as the DEPARTMENT's Project Manager, the DEPARTMENT's Area Engineer, the DEPARTMENT's District Traffic Engineer (or representative), the SPONSOR's Project Manager, the SPONSOR's Accountant, the SPONSOR'S Traffic Signal Systems Manager and the SPONSOR'S Traffic Engineer. The membership of the Task Force shall be developed by the SPONSOR and shall be subject to approval by the DEPARTMENT.

The SPONSOR shall ensure that all contracts for the implementation of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. Specifically, but not limited to the provisions governing the DEPARTMENT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's Standard Specifications and Special Provisions.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit A, WORK PLAN. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that 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 Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement 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 Agreement without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV REVIEW OF WORK

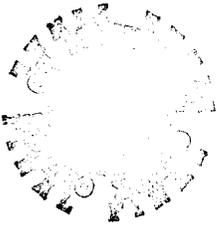
Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE V TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the Project no later than 24 months after the "Notice to Proceed". The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit B", WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.



ARTICLE VI RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the Consultant(s) for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's Consultant(s), contractors or subcontractors.

ARTICLE VII INSURANCE

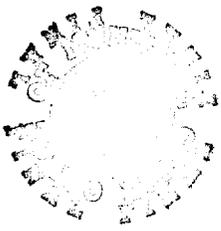
Prior to beginning work, the SPONSOR shall obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than Three Hundred Thousand Dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of One Hundred Thousand Dollars (\$100,000).

Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

As an alternative to the requirements set forth in paragraphs A through D above sponsor may provide evidence that it is self-insured as allowable under Georgia laws.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.



ARTICLE VIII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total Department participation in the cost of the PROJECT as outlined in this Article and as shown in Exhibit "C", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is One Hundred and Ninety Two Thousand Four Hundred Eight and No/100 Dollars (192,408.00).

The SPONSOR shall contribute towards the PROJECT by funding all costs for the replacement of the traffic signal controllers in excess One Hundred and Ninety Two Thousand Four Hundred Eight and No/100 Dollars (192,408.00).

The SPONSOR shall be solely responsible for any and all amounts in excess of such amount being payable only with non-Federal aid funds. In no event shall the State contribution of the project exceed One Hundred and Ninety Two Thousand Four Hundred Eight and No/100 Dollars (192,408.00).

The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

Should the amount of the PROJECT be less than One Hundred and Ninety Two Thousand Four Hundred Eight and No/100 Dollars (192,408.00), additional equipment may be replaced, up to the limit of this agreement.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on



account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

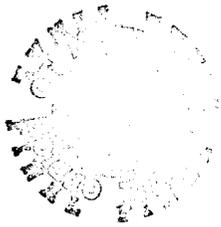
Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE IX FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

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

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XIII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XIII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.



ARTICLE X CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a State interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE XI RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article X of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

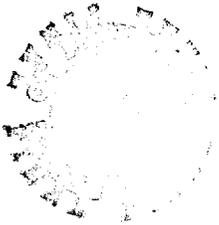
ARTICLE XII SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

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

ARTICLE XIII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.



**ARTICLE XIV
SUBLETTING, ASSIGNMENT, OR TRANSFER**

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval 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 proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

**ARTICLE XV
TERMINATION**

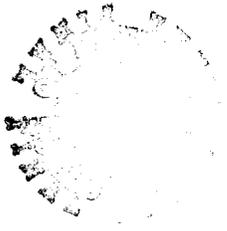
The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set out for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

**ARTICLE XVI
OWNERSHIP OF DOCUMENTS**

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the DEPARTMENT upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.



**ARTICLE XVII
PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, interim or final reports, oral transmittals or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the opinion, finding, or policy of the Georgia Department of Transportation or the Federal Highway Administration."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SPONSOR; but should any such information be released by the DEPARTMENT or by the SPONSOR with such prior written approval, the same shall then be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should such information be required to be released by the DEPARTMENT under the Georgia Open Records Act, Section 50-18-70, et. seq., O.C.G.A., the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, by the public shall be redirected to the DEPARTMENT for further action.

**ARTICLE XVIII
COPYRIGHTING**

The SPONSOR shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which are a part of the work under this Agreement, without written approval from the DEPARTMENT. The DEPARTMENT reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work prepared under this Agreement.



ARTICLE XIX CONTRACT DISPUTES

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

ARTICLE XX COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- B. 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 D of this Agreement.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit E of this Agreement.

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



IN WITNESS WHEREOF, the DEPARTMENT and the COUNTY have caused these presents to be executed under seal by their duly authorized representatives.

Recommended:

CITY OF ATLANTA
ATLANTA, GEORGIA

State Traffic Operations Engineer.

By: _____
Mayor

Director of Preconstruction

Signed, sealed and delivered this _____
day of _____, 2004,
in the presence of:

Director of Operations.

Witness

Chief Engineer

Notary Public

Department of Transportation

This Agreement approved by Atlanta
City Council on
the _____ day of
_____ 2004.

By: _____
Commissioner

Attest:

Attest:

REVIEW AS TO LEGAL FORM:

Federal Employer Identification Number

OFFICE OF LEGAL SERVICES



EXHIBITS/APPENDICES

Exhibit A	Work Plan
Exhibit B	Work Schedule
Exhibit C	Budget Estimate
Exhibit D	Civil Rights Compliance Certification
Exhibit E	Certification of Drug-Free Workplace
Appendix I	Sponsor Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix II	Lower Tier Contractor Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix III	Certification of Department of Transportation - State of Georgia
Appendix IV	Certification of CITY OF ATLANTA

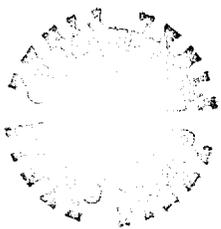


EXHIBIT A

WORK PLAN

The purpose of this project is to upgrade traffic signal controllers and associated hardware to the Model 2070/Advanced Transportation Controller. The upgrade of these controllers may encompass many elements. The process includes identification of the controller locations (as shown in Exhibit C- Budget Estimate), procurement of controller hardware, conversion and input of signal timing plans into the controller, modification of the controller cabinet to accept the new controller, installation of the signal controller and final testing of the signal operation.

Task 1: Intersection Identification: The SPONSOR will be responsible for identifying the signals and systems desired for controller upgrades, with attention paid to completing systems as a group. The initial list of locations is shown in the attached Exhibit C- Budget Estimate.

Task 1 Deliverables

- List of signals to be upgraded

Task 2: Procurement of Controller Hardware: The SPONSOR will be responsible for procuring the necessary hardware to complete the upgrades. This hardware may include, but is not limited to, the Model 2070 controller, conflict monitor unit, communication panels, modems and other miscellaneous materials to complete the controller upgrades.

The SPONSOR is encouraged to utilize State of Georgia procurement contracts established by the Georgia DOT Office of Traffic Operations. Contract information may be obtained from the Assistant State Signal Engineer.

Task 2 Deliverables

- Hardware Procurement

Task 3: Conversion and Input of Signal Timing Plans: The SPONSOR will be responsible for converting the signal timing plans from the existing controller database and installing the signal timing plans in the new controller database. Once the signal timing plans are installed in the new controller database, the plans shall be loaded into the controller and tested to make certain that the intended operation is achieved.

Task 3 Deliverables

- Timing Plan Conversion, Installation and Testing



Task 4: Controller Cabinet Modifications: The SPONSOR will be responsible for making the necessary cabinet modifications to make certain that the controller cabinet can accept the new controller and associated hardware.

Task 4 Deliverables

- Cabinet Modifications

Task 5: Controller Installation and Testing. The SPONSOR will be responsible for installation the new controller and associated hardware in the signal controller cabinet. After the installation of the controller, the SPONSOR shall perform final testing to make certain that the desired operation is achieved.

Task 5 Deliverables

- Controller Installation and Testing

Communication is essential to a successful project. The SPONSOR is encouraged to foster a working relationship with the DEPARTMENT and its ATC Program Manager through the signal controller upgrade process. The DEPARTMENT should be contacted and advised of any problems encountered during the conversion process. To the extent feasible, the DEPARTMENT will support the SPONSOR ensuring the conversion process with training and support.

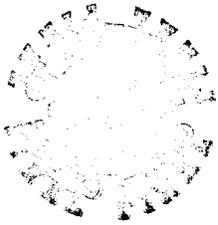


EXHIBIT B

WORK SCHEDULE

**CITY OF ATLANTA
TRAFFIC SIGNAL CONTROLLER CONVERSION PROJECT**

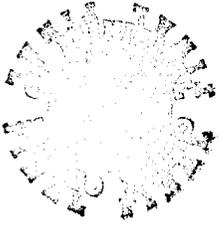


EXHIBIT B
WORK SCHEDULE
CITY OF ATLANTA
TRAFFIC SIGNAL CONTROLLER CONVERSION PROJECT

Work Item

1. Install Signal Control Hardware at 24 intersections

Duration

24 months

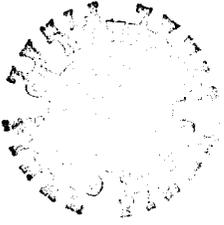


EXHIBIT C

BUDGET ESTIMATE



EXHIBIT C

BUDGET ESTIMATE

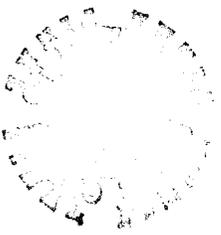
**CITY OF ATLANTA
TRAFFIC SIGNAL CONTROLLER CONVERSION PROJECT
PROJECT #STP-0005-00(908)
P. I. NO. 0005908**

<u>ITEM</u>	<u>COST</u>
City of Atlanta Phase 1	\$192,408.00
TOTAL DEPARTMENT PARTICIPATION	\$192,408.00

SPONSOR SHALL CONTRIBUTE TOWARDS THE PROJECT BY FUNDING ALL COSTS IN EXCESS OF \$192,408.00.

COST SUMMARY

<u>Descriptions</u>	<u>Units</u>	<u>Quantity Unit</u>	<u>Installed Unit Cost (\$)</u>	<u>Total Dollars</u>
Controllers and Cabinets				
2070L Controller	EA	24	\$1,858.00	\$44,592.00
336 Cabinet	EA	24	\$4,500.00	\$108,000.00
2010ECL Conflict Monitor	EA	24	\$459.00	\$11,016.00
Fiber Modem	EA	24	\$1,200.00	\$28,800.00
		Total		\$192,408.00



General Description

This project will upgrade 24 intersections with 2070 controllers that will be placed on New Fiber Optic cable back to the Traffic Management Center. The fiber will be installed by The City of Atlanta.

Detailed Description

DeKalb Avenue at Arizona Avenue - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at I-285 Northbound Ramp - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at Chappel Road - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at Marietta Boulevard - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at Florence Place/West Lake Avenue - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at Francis Place - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at Fulton Industrial Boulevard - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

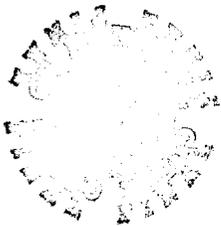
Donald Lee Hollowell Parkway at Harwell Road - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at I-285 Southbound Ramps - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at Kings Grant Drive/Yates Drive - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at Maynard Court - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Donald Lee Hollowell Parkway at West Fulton High School Drive - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.



Donald Lee Hollowell Parkway at Wood Street - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

East Paces Ferry Road at Maple Drive - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Hosea L. Williams Drive at Moreland Avenue - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Joseph E. Lowery Boulevard at West Marietta Street - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Moreland Avenue at Mansfield Avenue - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Moreland Avenue at Wylie Street - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Moreland Avenue at Caroline Street/Seaboard Avenue - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Moreland Avenue at Eastland Road/Sunshine Plaza - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Moreland Avenue at Euclid Avenue - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Northside Drive at Moores Mill Road - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

Simpson Road at New Jersey Avenue - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.

West Peachtree Street at Eighth Street - Replace the existing controller with a 2070L controller, replace existing conflict monitor with a 2010 ECL Conflict Monitor, and replace the existing cabinet assembly with a type 336 controller cabinet.



**CIVIL RIGHTS COMPLIANCE CERTIFICATION
EXHIBIT D**

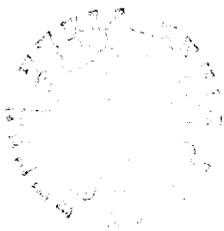


EXHIBIT D

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:



- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of this contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

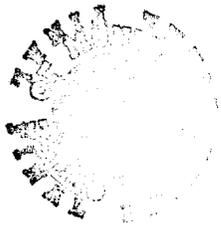


EXHIBIT E

CERTIFICATION OF DRUG-FREE WORKPLACE

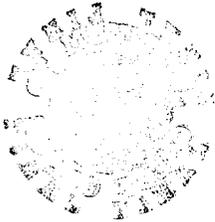


EXHIBIT E

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of the CITY OF ATLANTA whose address is 68 Mitchell Street SW, 4900 City Hall South, Atlanta, GA, 30303-3531 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 _____ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Mayor
City of Atlanta

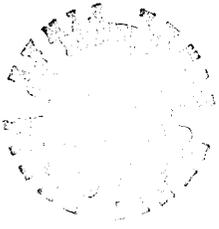
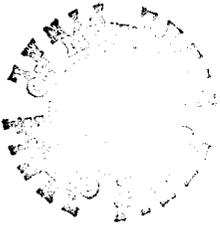


EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS**



APPENDIX I

SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Mayor and duly authorized representative of the City of Atlanta whose address is 68 Mitchell Street SW, 4900 City Hall South, Atlanta, GA, 30303-3531, 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 judgment 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 offenses 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.

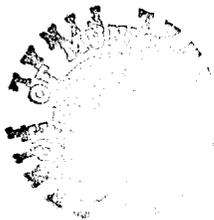


I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Surface Transportation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____

_____(Seal)

Mayor
City of Atlanta

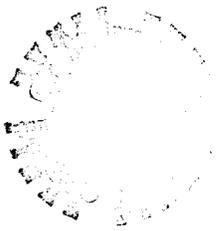


Instructions for APPENDIX I Certification

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

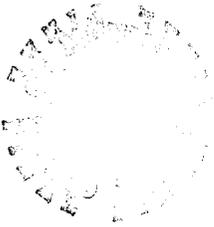
1. By signing and submitting this contract the SPONSOR is providing the certification set out in Exhibit F.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation 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, Exhibit F, 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 any 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 II

**LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**



APPENDIX II

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of the firm 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 participation of Federal-Aid Surface Transportation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____

_____ (Seal)



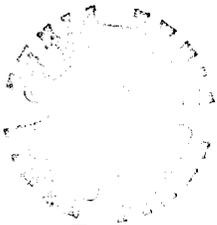
INSTRUCTIONS

Instructions for APPENDIX II Certification

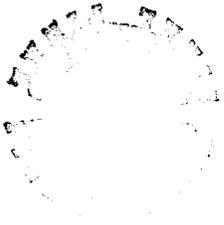
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - -
Lower Tier Covered Transactions

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 Exhibit G.
2. The certification, Exhibit G, 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.

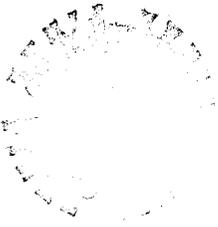


7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Nonprocurement 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.



APPENDIX III

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION



APPENDIX III

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 SPONSOR or his 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 Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Surface Transportation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner



APPENDIX IV

CERTIFICATION OF CITY OF ATLANTA



APPENDIX IV

CERTIFICATION OF CITY OF ATLANTA

I hereby certify that I am the Mayor and duly authorized representative of the City of Atlanta whose address is 68 Mitchell Street SW, 4900 City Hall South, Atlanta, GA, 30303-3531. I hereby certify to the best of my knowledge and belief that:

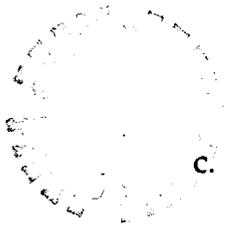
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$100,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above sponsor 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 Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Surface Transportation funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Mayor
City of Atlanta

6-21-04 Council Meeting	
ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-1016	41. 04-R-1066
2. 04-O-1009	42. 04-R-1067
3. 04-O-1117	43. 04-R-1068
4. 04-O-0795	44. 04-R-1069
5. 04-O-0919	45. 04-R-1070
6. 04-O-0914	46. 04-R-1071
7. 04-O-1064	47. 04-R-1072
8. 04-O-1101	48. 04-R-1073
9. 04-O-1118	49. 04-R-1074
10. 04-O-0987	50. 04-R-1075
11. 04-O-0990	51. 04-R-1076
12. 04-O-1116	52. 04-R-1077
13. 04-O-0662	53. 04-R-1078
14. 04-O-0663	54. 04-R-1079
15. 04-O-0664	55. 04-R-1080
16. 04-O-1018	56. 04-R-1081
17. 04-O-1106	57. 04-R-1082
18. 04-O-1112	58. 04-R-1083
19. 04-O-1113	59. 04-R-1084
20. 04-O-1119	60. 04-R-1085
21. 04-O-0785	61. 04-R-1086
22. 04-O-1007	62. 04-R-1087
23. 04-O-1103	63. 04-R-1089
24. 04-R-1022	64. 04-R-1090
25. 04-R-1043	65. 04-R-1091
26. 04-R-1047	
27. 04-R-1020	
28. 04-R-1035	
29. 04-R-1051	
30. 04-R-1052	
31. 04-R-1053	
32. 04-R-1111	
33. 04-R-1056	
34. 04-R-1107	
35. 04-R-1088	
36. 04-R-1092	
37. 04-R-1093	
38. 04-R-1094	
39. 04-R-1095	
40. 04-R-1096	

04-*P*-1043

(Do Not Write Above This Line)

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AN APPROPRIATE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION TO ACCEPT FUNDING IN THE AMOUNT OF \$192,408.00 TO UPGRADE TRAFFIC SIGNAL CONTROL EQUIPMENT AT (24) INTERSECTIONS IN THE CITY OF ATLANTA AND FOR OTHER PURPOSES.

ADOPTED BY

JUN 2 1 2004

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

TRAC Committee

6/16/04 Date

Chair

Action
 Fav, Adv, Hold (see rev. side)
 Other

Members

Wendy Hally
Henry Lawson
C.T. Andrews
Oliver S. Miller

Refer To _____

Committee _____

Date _____

Chair _____

Action
 Fav, Adv, Hold (see rev. side)
 Other

Members _____

Refer To _____

Committee _____

Date _____

Chair _____

Action
 Fav, Adv, Hold (see rev. side)
 Other

Members _____

Refer To _____

FINAL COUNCIL ACTION

- 2nd 1st & 2nd 3rd
- Readings
- Consent V Vote RC Vote

CERTIFIED

CERTIFIED
 JUN 2 1 2004
 COUNCIL PRESIDENT PROTEM

CERTIFIED
 JUN 2 1 2004
 Ronald Dunbar Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
 JUN 2 4 2004
 MAYOR