



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

RICHARD E. DUNN, DIRECTOR

EPD DIRECTOR'S OFFICE

2 MARTIN LUTHER KING, JR. DRIVE
SUITE 1456, EAST TOWER
ATLANTA, GEORGIA 30334
404-656-4713

October 26, 2021

Ms. Carolyn H. Rader, AICP
Project Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002

RE: Executed Contract for Section 319(h) FY21 Grant - Element 10
City of Avondale Estates
"Cobbs Creek Green Infrastructure and Citizen Stormwater Education"

Dear Ms. Rader:

Please find attached to this email the electronic file of an executed Contract for the above referenced project between your organization and the Georgia Environmental Protection Division. The Contract amount is \$200,000.00 and requires a minimum match of \$133,333.00. The contract expires on September 30, 2023, by which time all outputs required for the project must be complete.

If there are any questions concerning the project, please contact Ms. Mary E Gazaway with the Nonpoint Source Program Grants Unit at (470) 524-0556 (Zoom phone) or 404-861-0347 (cell) or mary.gazaway@dnr.ga.gov.

Thank you for your participation in this contract. My staff and I look forward to working with you on this important project to control nonpoint source pollution.

Regards,

Richard E. Dunn
Director

RED:meg

Enclosure (1 electronic fully-executed Contract package)

Cc: Paul Hanebuth, Assistant City Manager

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACT BETWEEN

THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION

AND THE

CITY OF AVONDALE ESTATES

FOR

COBBS CREEK GREEN INFRASTRUCTURE AND CITIZEN STORMWATER EDUCATION

This contract (“Contract”) is made and entered into as of the date of the last signature hereunder (hereinafter called “Effective Date”), by and between the Georgia Environmental Protection Division (hereinafter called “Division”), and the City of Avondale Estates (hereinafter called “Contractor”). The persons executing this Contract on behalf of the Contractor have authority to bind the Contractor to the terms of this Contract. The Director of the Division is authorized by law to execute this Contract.

WHEREAS, the Division desires to engage the Contractor to render certain services hereafter described in connection with an undertaking (hereinafter referred to as the “Project”) which will be financed through grants authorized under Section 319 of the Federal Water Pollution Control Act Amendments of 1987 and administered by the Division; and

WHEREAS, Contractor desires to perform such services for the Project.

NOW, THEREFORE, in consideration of the valuable and mutual benefits flowing to each party as described below, the parties hereto mutually agree as follows:

1. **Employment of Contractor.** The Division hereby agrees to engage the Contractor and the Contractor hereby agrees to perform these services hereinafter as set forth in fulfillment of this Contract.
2. **Scope of Work.** In performance of the Project, the Contractor shall conduct the work described in the Scope of Work identified in the attached Appendix A, hereby made a part of this Contract by reference.
3. **Term; Time of Performance.** The term (“Term”) of this Contract shall commence upon the Effective Date and shall terminate upon the earlier of: i) the completion of the tasks identified in Appendix A: Scope of Work; or ii) September 30, 2023 (hereinafter referred to as “Termination Date”), unless sooner terminated by the Division or renewed by the Division in accordance with the provisions of this Contract. The services of the Contractor are to commence as soon as practicable after the Effective Date and shall be undertaken in accordance with the timeline for completion of tasks included in the attached Appendix B: Project Schedule, hereby made a part of this Contract by reference.
4. **Compensation.** Division agrees to pay Contractor compensation for the services performed under this Contract not to exceed Two Hundred Thousand dollars, \$200,000.00. Said compensation shall be paid in accordance with the budget described in the Scope of Work.

Any changes to the amount of compensation to be provided by the Division to Contractor shall be made in a writing executed in accordance with the terms of Paragraph 23.

5. **In Kind Match.** The Contractor will contribute a minimum of the equivalent of 40% of the total project cost, in services or cash contributions, toward the performance of services described in Appendix A: Scope of Work.
6. **Method of Payment.** Division will pay Contractor for work performed under this Contract not to exceed the compensation described in Paragraph 4, and in accordance with the terms described in this Paragraph:
 - a. Payment will only be made for the services described in Appendix A: Scope of Work; and
 - b. Contractor shall be paid quarterly. No later than the 15th day of the month following close of the immediately preceding quarter, Contractor shall submit to the Division contact specified in Paragraph 36 an invoice for services rendered in that immediate preceding quarter, accompanied by a progress report describing the services performed and identifying the related items or tasks in the Scope of Work, specifying that the services have been performed in accordance with this Contract, and accompanied by any documentation, outputs, deliverables, or close-out reports; and
 - c. The Contractor shall certify in writing the accuracy of each invoice. All invoices from the Contractor should show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All invoices should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division for reimbursement; and
 - d. The Division will review and approve or deny invoices within 30 days of receipt. Payment shall be made upon determination by the Division that Scope of Work items required by the Contract, including deliverables and reporting requirements of various categories and kinds of information for the period, are sufficient. Any invoice not approved by the Division shall not be paid; and
 - e. Payment of the final 10 percent (%) shall not be due and payable until all Scope of Work items are completed and the Division has accepted and approved the final products, reports, and invoices.
7. **Credit.** Notwithstanding any other provision of this Contract, the Contractor acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State's credit.
8. **Funding.** The Contractor acknowledges that this Contract is funded with a grant from the U.S. Environmental Protection Agency ("USEPA"). In the event that the Division determines that the source of payment no longer exists or is insufficient with respect to the Services, the Division shall terminate this Contract in accordance with the provisions of Paragraph 13.
 - a. In the event of such termination, the Division shall remain obligated to pay for Services performed and accepted by the Division prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division. Any use of incomplete documents shall be at the sole risk of the Division. The determination of the Division of the events stated above shall be conclusive.
 - b. The Division shall provide notice in writing to Contractor as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient

with respect to the services.

9. **Fair Share**. This Contract is being funded with a grant from the USEPA. It is the policy of the USEPA to ensure to the fullest extent possible that at least a negotiated “Fair Share” percentage of federal funds awarded to prime and subcontractors in support of USEPA programs be made available to Disadvantaged Business Enterprises (“DBE”).
 - a. The Contractor agrees to ensure to the fullest extent possible that at least 4% Minority Business Enterprises (MBE) and 4% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
 - b. The Contractor agrees to include in its bid documents this 4% “Fair Share” percentage.
 - c. To evaluate compliance with the “Fair Share” policy, the Contractor agrees to comply with the following six affirmative steps as appropriate:
 - i. Including qualified minority and women businesses on solicitation lists;
 - ii. Assuring that minority and women’s businesses are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women’s businesses;
 - iv. Establishing delivery schedules, where the requirements of the work permit, which will encourage the participation by minority and women’s businesses;
 - v. Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - vi. Requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (i) through (ii) of this section.
 - d. The Contractor must submit to the Division a certification that the six steps have been followed, along with documentation of the six steps that is sufficiently detailed to allow for satisfactory review and should document the efforts of solicitation taken such as; the name and address of MBE’s/WBE’s solicited, if advertised in newspaper show proof and indicate name of paper.
 - e. The Contractor is required to submit semiannual reports of total Contract expenditures to the Division, which includes a separate total for MBE/WBE utilization.
10. **Taxes**. The State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor’s employee’s wages. The Division is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor shall provide the Division with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
11. **Certification Regarding Sales and Use Tax**. By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the Georgia Code; or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the Division may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Division or its representative filing for damages for breach of contract.

12. **Termination of Contract for Cause.** If, through any cause other than force majeure, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Division shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
 - a. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in which funds were accrued or encumbered up to the actual date of termination.
 - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of this Contract by the Contractor, and the Division may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from the Contractor is determined.
13. **Termination of Contract for Convenience.** The Division may terminate this Contract at any time for good reason by giving at least thirty (30) days written notice to the Contractor of such termination and specifying the effective date.
 - a. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in which funds were accrued or encumbered up to the actual date of termination.
 - b. If this Contract is terminated as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.
14. **Release of Materials Pursuant to the Georgia Open Records Act.** All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Contractor (the "Materials") in the performance of this Contract shall be governed by the Georgia Open Records Act. Unless otherwise required by applicable law, the Contractor shall not release or deliver any Materials to the general public or to local officials pursuant to a written or oral request under the Georgia Open Records Act. Division expressly acknowledges and agrees that Contractor is an "agency" as defined in O.C.G.A. § 50-18-70 and is consequently subject to the Georgia Open Records Act. Contractor shall inform the Division in writing if it receives any requests for the Materials pursuant to the Georgia Open Records Act.
15. **Assignability.** Contractor shall not transfer or assign all or any of its right, title or interest in this Contract or delegate any of its duties or obligations hereunder without the prior written consent of the Division. The Division may transfer or assign all or any of its right, title or interest in this agreement to another agency or authority of the State of Georgia without written notice to Contractor.
16. **Interest of Contract.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance required under the Contract. It is specifically agreed and understood that for the purposes of this Contract, the Contractor shall be an independent contractor and nothing in this Contract shall be construed as creating a joint venture, partnership or employment relationship between the parties.

17. **Copyrights.** No reports, maps, or other documents produced or derived in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. Any such reports, maps and other documents shall constitute a “work made for hire” pursuant to the U.S. Copyright Act of 1976, as amended, and Contractor agrees that the Division is the original and sole owner of all rights, including without limitation copyright, in and to such reports, maps and other documents. If for any reason such reports, maps, and other documents are found not to be “works made for hire,” then Contractor hereby assigns to the Division all right, title and interest in and to such reports, maps and other documents without further consideration of any kind. Contractor agrees to execute all further documents and to take all further steps deemed advisable by the Division to secure and protect the Division’s rights as stated herein.
18. **Documents.** Provided that Contractor has been paid for the Services, the Division shall have the right to use the documents, maps, photographs, drawings and other materials (including but not limited to models, software or other digital work products) resulting from Contractor efforts on this Contract. Contractor acknowledges that, in accordance with the Contract, the Division is the original and sole owner of all rights in and to such documents, maps, photographs, drawings and other such materials including but not limited to models, software or other digital work products. Division acknowledges that the reuse of any such materials by Division on any extension of this project or any other project shall, with the exception of the obligations of Contractor, be at Division’s sole risk unless otherwise agreed to in writing by all parties. Contractor shall have the right to retain copies of all such materials.
19. **Identification of Documents and Projects.** All construction or demonstration projects, reports, maps, signage and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Division shall give the Contractor recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block) containing the name of the Division:

“The preparation of this report, map, document, project, etc., was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended.”

Together with the month and year, the document was prepared and credit being given to the Environmental Protection Division of the Department of Natural Resources, State of Georgia.
20. **Intellectual Property.** The Contractor agrees it will not use the name or any intellectual property, including but not limited to, the Division’s trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Division.
21. **Personnel.** The Contractor represents that it has, or will secure, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Division.
 - a. All the Services required hereunder will be performed by the Contractor or under its supervision, and all the personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
 - b. None of the work or Services covered by this Contract shall be subcontracted without

the prior written approval of the Division contact specified in Paragraph 36.

- c. The Division, or its authorized representatives, shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Agreement.

22. **Right to Audit and Access to Records.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Division throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
23. **Entire Agreement; Modification.** This Contract represents the sole and complete understanding of the terms of the Contract between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Contract will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both parties. Any changes in the scope and/or duration of this Contract shall be mutually agreed upon by and between the Division and the Contractor in a writing executed in accordance with this Paragraph.
24. **Warranty.** The Contractor warrants to the Division that the Services will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by other providers of similar services and with sound principles commonly used by similar professionals under similar circumstances at the time the Services are provided and further warrants that the work will be performed as intended and described in the Scope of Work.
 - a. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.
25. **Indemnification.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - a. Any negligent or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

- b. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Agreement;
 - c. The Contractor's negligent performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - d. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - e. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right, or
 - f. Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.
26. **Indirect Damages.** Each party hereby waives its rights to recover from the other party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this agreement of the performance of the services or both.
27. **Use of Third Party Data.** The Division has requested that the Contractor obtain certain facts, information, data, assumptions, opinions and representations (collectively, "Items") from third parties as part of its scope of services. The Division understands and agrees that (i) the products of its services that the Contractor provides (collectively, "Products") may be based in part or in whole on Items that have not been verified by the Contractor, (ii) the Contractor has no obligation or duty to verify the accuracy or completeness of the Items and (iii) the Contractor makes no representation(s) or warranty(ies), express or implied, with respect to the Items or the Products (other than the Products were prepared in accordance with the standard of care to which the contractor is subject, as set forth elsewhere in this contract), all of which representation(s) and warranty(ies) are hereby disclaimed, including, without limitation, the warranties of merchantability and fitness for a particular purpose. The Division hereby releases the Contractor from any and all claims, damages, losses, expenses and liabilities of every kind and nature whatsoever, including reasonable attorneys' fees and defense costs, arising out of the use of Items by the Contractor in performing its services under this contract, including, without limitation, the preparation and delivery of the Products to the Division.
28. **Compliance with the Georgia Security and Immigration Compliance Act.** Contractor Certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as incorporated herein by reference.
29. **Federally-Mandated Certifications and Disclosures.**
- a. **Lobbying**
 - i. Disclosure Regarding Lobbying: Contractor hereby warrants as a condition of this Contract that if it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, it will not engage in lobbying activities prohibited by the Lobbying Disclosure Act of 1985.
 - ii. Certification Regarding Lobbying: Contractor certifies to the best of its knowledge and belief that:
 - 1. No Federal appropriated funds have been paid in full or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, then Contractor shall fully disclose same to the Division, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b. **Drug Free Work Place:** Contractor certifies that, in accordance with the provisions of O.C.G.A. § 50-24-1, *et seq.*, a drug-free workplace will be provided to Contractor's employees during the performance of this contract; and it will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of any subcontracting agreement (Subcontractor's Name), certifies to Contractor 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 Code 50-24-3."
- c. **Debarment, Suspension, and Other Responsibility Matters:**
- i. The Contractor certifies that it and its principles:
 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; 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.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the above offenses.
 4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this contract.
- d. **Equal Employment Opportunity:** The Contractor will not discriminate against any employee for employment because of race, color, religion, sex or national origin. The Contractor will comply with all sections of Executive Order 11246 - Equal Employment Opportunity.
- e. **Audit Requirement:** A non-Federal entity that expends \$750,000 or more during the

non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Part 200, Chapter II of Subtitle A, Title 2, Code of Federal Regulations.

30. **General Federal Grant Conditions.** All covenants, agreements and stipulations in Part 200 Chapter II of Subtitle A, Title 2, Code of Federal Regulations, are incorporated herein by reference. The parties acknowledge those general grant conditions and intend that all those covenants, agreements, and stipulations between the U.S. Environmental Protection Agency and the Division, with the exception of the provision for compliance with the Davis-Bacon Act, are applicable to and enforceable against the Contractor.,. Allowable costs will be determined in accordance with the cost principles in the hereto referenced Code of Federal Regulations.
- a. The Contractor will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The Contractor shall include a provision in every applicable sub-agreement (contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained.
 - b. The Contractor agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. The Contractor project implementation plan must identify permits that may be needed to complete activities identified in Appendix A: Scope of Work. The Contractor must keep documentation regarding necessary permits in the project file.
31. **Israel.** The Contractor certifies that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
32. **Applicable Law.** The parties agree that this agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
33. **No Waiver.** The failure of the Division at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Division thereafter to enforce that same provision or any part of the Contract, nor shall the failure of the Division to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.
34. **Counterparts; Electronic Signature.** This Contract may be executed in two (2) counterparts each of which is deemed an original of equal dignity with the other and which is deemed on and the same instrument as the other. The Division and Contractor agree that any electronic signatures on this Contract hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq.*
35. **Severability.** If any one or more of the provisions of this Contract are for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
36. **Notice.** All notices, correspondence requests, demands, waives and other communications required or permitted to be given under this Contract shall be made in writing and shall be

deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic-mail to the contacts as follows:

If to the Division:

Mary E. Gazaway
Georgia EPD Watershed Protection Branch
Nonpoint Source Pollution Program Grants Unit
Suite 1462 East Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334
470-524-0556 (Zoom phone)
404-861-0347 (cell)
mary.gazaway@dnr.ga.gov

If to Contractor:

Carolyn H. Rader
Project Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002
Phone: 678-576-2857
Email: chrader@bellsouth.net

Paul Hanebuth
Assistant City Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002
Phone: 404-294-5400
Email: phanebuth@avondaleestates.org

IN WITNESS WHEREOF the Division and the Contractor have executed this Contract on the day and year below written.

**The Environmental Protection Division of
the Department of Natural Resources, State
of Georgia**

R. Dunn

Richard E. Dunn
Director

Date: 10/26/2021

The City of Avondale Estates

William Patrick Bryan

Patrick Bryan
City Manager

Date: 10/12/2021

Stephen J. Quinn

Stephen Quinn
Associate City Attorney

Date: 10/22/2021

APPENDIX A

SCOPE OF WORK

ELEMENT 10

FY2021 Section 319(h) Grant

1. **Project Title:** Cobbs Creek Green Infrastructure and Citizen Stormwater Education

2. **Lead Organization:** **City of Avondale Estates**
21 North Avondale Plaza
Avondale Estates, GA 30002
Phone: 404-294-5400
Email: spowell@avondaleestates.org

Primary Contact: Carolyn H. Rader
Project Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002
Phone: 678-576-2857
Email: chrader@bellsouth.net

Project Start Date: October 2021
Project End Date: September 30, 2023

Federal Amount Requested:	\$ 200,000
Match Amount to be Contributed:	<u>\$ 133,333</u>
Total Project Amount:	\$ 333,333

3. **Project Goals:**

The goal of this project is to reduce sediment volume and improve water quality in Cobbs Creek and Lake Avondale through the following objectives:

- Implement recommendations from various watershed-based planning documents to mitigate the impact of sediment on water quality: [2014 South River Watershed Improvement Plan](#) for Fecal Coliform - citizen education and training in nonpoint source pollution; [2003 South River Total Maximum Daily Load \(TMDL\) Implementation Plan](#) for Fecal Coliform - greenspace development; [2021 Avondale Estates Stormwater Master Plan](#) - green infrastructure advocacy and incentive programs specific to the Lake Avondale watershed; [2020 Metro North Georgia Water Planning District Regional Water Resources Management Plan](#) - green infrastructure approach to stormwater management; and [2015](#)

Georgia Stormwater Management Manual - multiple descriptions and data related to reducing sediment loads using green infrastructure BMPs.

- Install three rain gardens at the headwaters of Cobbs Creek as green infrastructure (GI) BMPs to mitigate erosion and sedimentation from urban stormwater runoff and improve water quality in an impaired segment of the South River Watershed.
- Follow technical and design specifications in the Georgia Stormwater Management Manual (GSMM) to install the GI BMPs.
- Complete construction phase of *Northwoods at Lake Avondale Stormwater Mitigation Green Infrastructure Design and Construction Project*.
- Implement citizen stormwater education in the City of Avondale Estates.
- Estimate expected sediment pollutant load reductions resulting from the GI BMPs.

4. Project Background

A seven-mile segment of Cobbs Creek (Headwaters to Shoal Creek, DeKalb County) in the South River Watershed (HUC-10 #0307010301) is not-supporting its designated use of fishing due to excess fecal coliform and high sediment loads from nonpoint source pollution. Contributing factors to the water quality impairments are high velocity stormwater flows resulting in erosion and rutting of one section of the stream bank and causing partial collapse. A 2007 Total Maximum Daily Load (TMDL) Evaluation of 77 Segments in the Ocmulgee River Basin for Sediment (Biota Impacted) established a load reduction of 54.1% for the impaired segment based on an Index of Well-Being (IWB) rating of Fair (6.7), an Index of Biotic Integrity (IBI) rating of Poor (26) with a Habitat Total of 75.03 for biological fish diversity. Georgia EPD's narrative standard for sediment exists to prevent objectionable conditions which interfere with legitimate water uses:

All waters shall be free from material related to municipal, industrial or other discharges which produce turbidity, color, odor or other objectionable conditions which interfere with legitimate water uses

Cobbs Creek originates in the Northwoods, a 13.4-acre woodland park located at 100 Berkeley Road north of Lake Avondale in Avondale Estates. Roughly 45 acres of residential land use drain to two catch basins which route stormwater south through a brick-work channel to an earth swale where heavily eroded slope failure sends high volumes of suspended sediment through wetlands that outlet into Lake Avondale. The stormwater improvements will front Berkeley Road upstream of the Lake and will include green infrastructure stormwater mitigation practices to control runoff and improve water quality in Lake Avondale.

The City of Avondale Estates will install three GI BMPs on city-owned woodlands called the **North Woods at Lake Avondale Park** according to a completed, city-funded design plan and engineering specifications developed using Georgia Stormwater Management Manual (page 683) Best Management Practices of Rain Gardens and (page 171) Design standards. Operations and maintenance provisions are also included in the design plan. Stormwater will be conveyed through three large, vegetated rain gardens connected by riprap swales which will detain and infiltrate stormwater entering the headwaters of Cobbs Creek. Installation of the three rain gardens represents the final construction phase of the City's *Northwoods at Lake Avondale Stormwater Mitigation Green Infrastructure Design and Construction Project* funded by the Georgia

Department of Natural Resources (GA DNR) 2018 Land and Water Conservation Fund grant. At the same time, the design team has proposed native plants and other wildlife habitat conditions to create a passive recreational space associated with the rain gardens.

The rain garden installation will also provide citizen education and volunteer training opportunities in green infrastructure design and maintenance and in stormwater management best practices that can be applied on private property and city-owned right of way. The added benefit of wildlife habitats that support passive recreation amenities such as bird watching will motivate the community to protect natural resources while demonstrating green alternatives to pipes and concrete to manage stormwater. An evaluation of citizen education in stormwater and GI BMPs to improve water quality will be in the form of a pre- and post-survey instrument. Assessment of the performance of the rain gardens will be performed through water quality monitoring of Cobbs Creek and Lake Avondale for sediment indicators in accordance with MS4 permit requirements and will not be funded by this grant. Samples will be taken before and after BMP installation to determine efficiency and success in reducing sediment volumes in Cobbs Creek. The City of Avondale Estates will share the water quality data as available with project partners in appropriate quarterly reports.

5. Project Activities:

Project Activity: Construct/install green infrastructure BMPs

Task 1: Install green infrastructure BMPs targeting one urban watershed - Cobbs Creek in the South River Watershed

Deliverables: Procurement of Qualified Contractor; required BMP designs and specifications; permits and certificates; maps; pre-and post-installation inspections and photographs.

Measures of Success: Completed urban stormwater BMP of three large rain gardens in the Northwoods at Lake Avondale, consistent with green infrastructure specs and guidance and in accordance with GA Stormwater Management Manual Vol. II.

Task 2: Provide for Operations and Maintenance

Deliverables: Documentation of provisions for Structural Best Management Practices (BMPs) to be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards to ensure the proper functioning of the system as designed; Records of inspections and BMP maintenance kept on file with the City and made available for review upon request.

Measures of Success: Properly functioning stormwater BMPs operating and maintained according to provisions developed & documented by the City. This provision will survive the expiration of this contract.

Project Activity: Citizen Education and Training in Stormwater Management and Green Infrastructure to also be recorded and made available for viewing online

Task 3: Conduct Green Infrastructure Onsite Presentation during and after installation of rain gardens observing local recommendations for COVID-19 safety practices or as virtual webinar

Deliverables: Promotion/publicity (public announcements, notices via social media, broadcast media, news releases, emails); agendas; sign-in sheets or virtual attendance log with participant contact information; Presentation data/materials (PowerPoint, photographs, video); minutes/field notes; Two outdoor educational presentations on rain gardens explaining the value of green infrastructure for residents and other property owners; Recorded presentations posted on City's website to demonstrate how rain gardens can be applied on respective residential and commercial properties.

Measure of Success: Cumulative attendance of at least 50 citizens at demonstration presentations; Tracking of online access to and views of recorded presentations; Increased awareness and local buy-in measured in Task 5.

Task 4: Host Green Infrastructure Community Partners Maintenance Program Workdays for local Garden Clubs, Boy Scout Troop, and Gardeners for the Common Good (GCG)

Deliverables: Invitations/publicity (social media, emails, telephone calls); RSVPs and attendance sign-in sheets with participant contact information; Training materials and hand-outs; Three hands-on training workdays targeting native planting and maintenance of rain gardens; Tools, supplies, refreshments, and safety equipment.

Measure of Success: Cumulative attendance of at least 25 participants at workdays; Increased awareness and local buy-in measured in Task 5.

Project Activity: Evaluate results of the Citizen Education and Training in Stormwater and Green Infrastructure Activities

Task 5: Administer a Pre- and Post- citizen education activities survey at two Green Infrastructure Onsite Presentations and three Green Infrastructure Community Partners Maintenance Program Workdays

Deliverables: Pre and post citizen stormwater and GI education surveys.

Measures of Success: 80% of citizens participating in stormwater and green infrastructure education activities will demonstrate increased knowledge and awareness of urban stormwater and water quality protection.

Project Activity: Estimate pollutant load reductions for sediment and nutrients based on installed BMPs

Task 6: Model reductions in sediment, nitrogen, and phosphorus loads to report to USEPA Grants Reporting & Tracking System

Deliverables: Using STEPL, SWMM or other model, estimate load reductions for total nitrogen, phosphorus, and sediment.

Measures of Success: Report results of load reduction models to GA EPD in Quarterly or Close-Out Reports, as appropriate.

Project Activity: Identification of Documents and Projects

Task 7: All construction or demonstration projects, reports, maps, signage and other products completed under this Scope of Work shall carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block).

Deliverables: Identification for each project or product to give recognition to the Lead or Secondary Organization or both and to contain the following notation:

The preparation of this sign was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended. Environmental Protection Division of the Department of Natural Resources, State of Georgia, Month and Year (date sign was produced). (Example: January 2020).

Measures of Success: 100% installation of signage at project site or identification of product.

Project Activity: Project Reporting and Evaluation**Task 8: Prepare and Submit Quarterly Invoices and Status Reports**

Deliverables: Invoices and reports on 15th of January, April, July, and October during term of the project using template provided by GAEPD for inclusion in the USEPA Grants Reporting and Tracking System.

Measures of Success: Documentation of progress and expenditures according to Project Schedule.

Task 9: Participate in project review meetings with GAEPD. In the first year of the project term, project review meetings will be held six months and twelve months after the project start date. In all subsequent years of the project term, project review meetings will be held annually.

Deliverables: Attendance at meetings and verbal or written responses to GAEPD.

Measures of Success: Full participation at all project review meetings.

Task 10: Submit Final Invoice and Close-Out Report

Deliverables: Final Invoice and Close-Out Report using template provided by GAEPD for inclusion in the USEPA Grants Reporting and Tracking System within 60 days of contract term

Measures of Success: Final Invoice and Close-Out Report documenting completion and evaluation of project activities on schedule and within budget.

6. Roles and Responsibilities of Participating Organizations:

Organization Name	Specific Responsibilities
City of Avondale Estates	<ul style="list-style-type: none"> ● Account for 40% of total project costs in matching funds or in-kind services ● Pay funds to appropriate contractor(s) & vendor(s) ● Request reimbursements from GAEPD on a quarterly basis ● Track the progress of project activities completed, grant funds expended, & match values provided in accordance with the drawdown & implementation schedule ● Complete & submit quarterly progress reports and invoices to GAEPD by January 15th, April 15th, July 15th, and October 15th of each project year ● Participate in project review meetings with GAEPD during the term of the project ● Complete & submit Close Out to GAEPD at conclusion of project
GAEPD	<ul style="list-style-type: none"> ● Provide 60% of total project costs ● Review and approve project deliverables ● Participate in meetings, as appropriate ● Review and assist as needed with 319(h) Grant protocols ● Provide project oversight and contract management ● Monitor projects as appropriate
Other Invited Partners	Specific Responsibilities
Gardeners for the Common Good - citizen volunteer group	<ul style="list-style-type: none"> ● Contribute volunteer in-kind services as described in Letter of Commitment on file ● Help recruit volunteers for rain garden, green infrastructure & stormwater education activities.

The following represents a list of possible stakeholders that will be invited to support various components of the project; assist with education and outreach to the public; and report contributions as volunteer or in-kind services (match):

- *South River Watershed Alliance - General stakeholder in South River Watershed;*
- *DeKalb County Public Works - General stakeholder in South River Watershed and will provide any data and information they have in shared watersheds.*

7. Project Location:

Street address: 100 Berkeley Road, Avondale Estates, Georgia, 30002

(Northwoods at Lake Avondale Park)

City or Cities: City of Avondale Estates, GA 30002

County or Counties: DeKalb County

Latitude (decimal degrees): 33.7684887339215

Longitude (decimal degrees): -84.26569340017869

Label: 100 Berkeley Road, Avondale Estates, Georgia, 30002 (DeKalb County, GA)

Source: ESRI:World

a) Project Area Description and Map:

The project area for the green infrastructure BMPs is a 1.27 area in the Northwoods at Lake Avondale, 100 Berkeley Road, City of Avondale Estates (see Attachment #1 Cobbs Creek Watershed). The citizen education activities on green infrastructure and stormwater will be conducted on-site at the Northwoods at Lake Avondale as well as presented on a project website and through e-news and other communications to citizens (see Attachment #2 Rain Gardens Project Area Map).

b) Watershed Characteristics:

Size of Watershed(s) or Drainage Area (Acres): 45 acres of the headwater watershed

Size of Project Area (if not entire watershed): 1.27 acres (installation area of rain gardens)

c) Land Uses within the Watershed(s) or Project Area (Percentages):

Land Use Categories	2016 or most recent year available
Agricultural	
Commercial Forestry	
Urban/Residential	85%
Mining/Extraction	
Forest/Natural Areas	14%
Open Water	
Wetlands	
Other categories	1%
TOTAL	100%

Data Source & Date: <https://epd.georgia.gov/document/publication/biota-impairment-sediment-tmdl-report-2007-0/download>

d) Hydrologic Unit Code(s), Watershed Name(s) and Priority Watershed(s):

HUC #: 0307010301 **Name:** Cobbs Creek (Sub watershed of South River) **Priority:** No

8. Nonpoint Source Pollution Impairments and Healthy Waters:

Section 305(b)/303(d) List of Waters: [2020 Georgia 305\(b\)/303\(d\) List of Waters](#)

Reach Name/ID	Reach Location/County	River Basin/ Use	Assessment /Data Provider	Cause/ Source	Size/Unit	Category/ Priority
Cobbs Creek/GA R030701030101	Headwaters To Shoal Creek/ Dekalb	Ocmulgee/ Fishing	Not Supporting/ 1, 4	Fecal Coliform, Bio Fish/ Urban Runoff	7/miles	4a; TMDLs completed FC (2002 & 2007) & Bio F (2007).

b. Title and Date of TMDL, if applicable _

[January 2007. Ocmulgee River Basin \(Biota Impacted\) GA EPD \(Sediment\) TMDL Report - Environmental Protection Division](#)

c. Known Impairments not on the 305(b)/303(d) List of Waters: N/A

9. Project Budget:

Line Item	Line Item Description	319(h) Grant Funds 60%	Non-Federal Matching Funds 40%	Total
A	<u>Personnel</u> 1 PT Project Manager @ 3 hours/week x \$65/ hour x 104 weeks. Description of Duties: Communicate & collaborate with GCG Partner & other citizen volunteers; project and construction contractor oversight; submit reports & invoices;	0	\$20,280	\$20,280
	2Public works staff @ 20 hours each for Public Works Green Infrastructure maintenance training: 4 hours onsite green infrastructure (rain garden) demonstrations, 9 hours citizen volunteer workdays plus 7 hours prep	0	\$1,400	\$1,400

	and clean-up tools & equipment; 20 hours x 2 staff at \$35/hour Description of Duties: Participate in presentations on rain garden design and maintenance; provide technical and landscape assistance to citizen volunteers during rain garden workdays.			
	1 Events Coordinator @ 10 hours x \$65/hour Description of duties: Assist Project Manager in organizing and staffing 2 citizen education GI onsite presentations and 3 community GI workdays	0	\$650	\$650
	1 Communications Staff position @ 2 hours / week x \$65/hour for 52 weeks Write and publish announcements and updates of Citizen Education GI/stormwater activities (above and beyond MS4 citizen ed. requirements) for monthly e-news and social media; create Cobbs Creek GI and Citizen Education materials for website and maintain site for one year.	0	\$6,760	\$6,760
	PERSONNEL Sub Total:	0	\$29,090	\$29,090
E	<u>Supplies</u> Garden tools, safety equipment & materials for citizen workdays & presentations; design & production of signage & other project identification products	0	\$193	\$193
	SUPPLIES Sub Total:	0	\$193	\$193
F	<u>Contractual</u> Qualified Contractor for Construction of 3 large rain gardens Name: (TBD) Description of Duties: Design, engineer, construct and install 3 rain gardens according to GA Stormwater Management Manual, Vol. II specifications Number and Type of BMP: 3 Rain Gardens	\$200,000	\$100,000.	\$300,000
	CONTRACTOR Sub Total:	\$200,000	\$100,000	\$300,000
G	Other: Gardeners for the Common Good (GCG)	0	\$4,050	\$4,050

	Volunteer hours: 135 hours @ \$30/hour (15 volunteers x 3 events x 3 hours per event at \$30/hour) Description of Duties: Assist City in recruiting additional volunteers for three rain gardens planting and maintenance workdays.			
	OTHER Sub Total:	0	\$4,050	\$4,050
H	Total Direct Charges: (Sum of A-H)	\$200,000	\$133,333	\$333,333
I	Indirect Charges:	N/A	N/A	N/A
J	TOTAL: (Sum of I and J)	\$200,000	133,333	\$333,333

Narrative Justification for Line Items (Federal, Match or Both)

Please note: LINE ITEMS B, C, and D are NON-APPLICABLE and were not included in our budget calculations.

- **Personnel Narrative Justification (A):** Part-time contract employee for special projects will provide oversight; submit qtr. progress reports, invoices, final report and close out and ensure project is completed on time; Support staff include Events Coordinator to organize citizen education activities; two Public Works staff for technical assistance for GI demonstration and citizen volunteer workdays; Communications staff to publish announcements, create project website page; and distribute rain garden information news items for City's e-news and social media.
- **Fringe Benefits Narrative Justification (B):** N/A
- **Travel Narrative Justification (C):** N/A
- **Equipment Narrative Justification (D):** N/A
- **Supplies Narrative Justification (E):** City will provide garden tools and gloves, safety equipment & materials for citizen workdays & presentations; City will design & produce signage & other project identification products
- **Contractual Narrative Justification (F):** City of Avondale Estates will issue an RFP for a Qualified Contractor for Installation of Green Infrastructure BMP using the [Georgia Blue Book - GA Stormwater Management Manual, Technical Guide](#). The city will complete the design phase of the North Woods at Lake Avondale project prior to Start Date of the grant and will provide design and engineering specifications for the 3 rain gardens to be installed as a green infrastructure BMP for mitigating erosion and sediment loading at the headwaters of Cobbs Creek in the South River Watershed.

- **Other Narrative Justification (G):** Volunteer hours committed as in-kind match by Gardeners for the Common Good, a citizen volunteer group in Avondale Estates committed to providing at least 15 volunteers for each of the 3 workdays of 3 hours duration each. The GCG will assist the City in recruiting volunteers from other citizen groups and residents in Avondale Estates to join each of the work days.
- **Indirect Charges Narrative Justification (I):** N/A

10. Project Attachment(s):

Attachment #1: Cobbs Creek Watershed Map

Attachment #2: Rain Gardens Project Area Map

Appendix B - Project Schedule

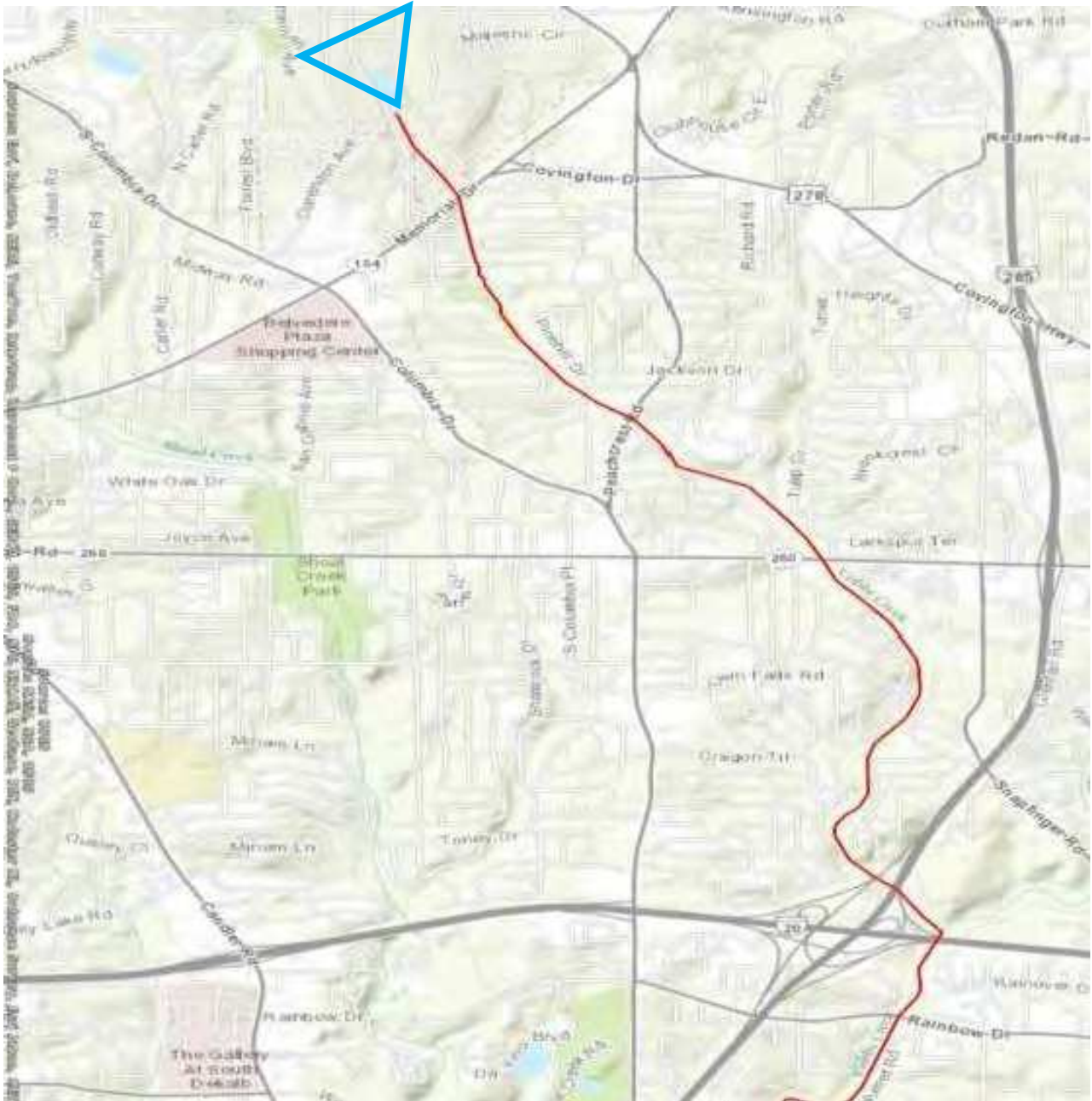
	Initial	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th Quarter			6th Quarter			7th Quarter			8th Quarter			Final
Federal Drawdown Amount	\$200,000	\$25,000			\$25,000			\$50,000			\$45,000			\$20,000			\$10,000			\$5,000			\$20,000			\$0
Percent Federal Remaining	100%	88%			75%			50%			28%			18%			13%			10%			0%			0%
Match Amount	\$0	\$15,000			\$15,000			\$37,500			\$30,000			\$12,500			\$13,333			\$3,000			\$7,000			\$133,333
Percent Match Accrued	0%	11%			23%			51%			73%			83%			92%			96%			100%			100%
Milestones/Tasks		Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	
Execute Contract																										
Task 1: Install Green Infrastructure BMP (3 Rain Gardens)																										
Task 2: Provide for Operations and Maintenance																										
Task 3: Conduct two on-site citizen education GI presentations (during & after)																										
Task 4: Host three rain garden volunteer planting and maintenance workdays																										
Task 5: Citizen Education Pre- and Post-GI Presentation & Work Day Surveys																										
Task 6: Model GI BMP load reduction estimates for sediment, nitrogen &																										
Task 7: Signage & Identification of GI BMPs & project products																										
Task 8: Submit Quarterly Invoices & Status Reports																										
Task 9: Participate in project review meetings with GAEPD																										
Task 10: Submit Final Close-Out Report & Invoice																										

Key

Citizen GI Stormwater Education Activities	
Education Evaluation & BMP Modeling	
Urban GI BMP Installation	
Contract & Reports	

Attachment 1

Cobbs Creek Watershed Map & Rain Gardens



Project area is delineated by light blue triangle at Northwoods headwater springs above the lake. Lower right corner of triangle includes the lake. Next page shows Rain Gardens design details.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

139306
Federal Work Authorization User Identification Number

07/25/2008
Date of Authorization

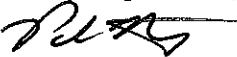
City of Avondale Estates
Name of Contractor

Cobbs Creek Green Infrastructure & Citizen Stormwater Education
Name of Project

Georgia DNR EPD
Name of Public Employer

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

Executed on September 7, 2021 in Avondale Estates, Georgia.



Signature of Authorized Officer or Agent

Paul Hanebuth, Assistant City Manager for Finance and Administration
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 7th DAY OF Sept., 2021.

Gina Hill

NOTARY PUBLIC

My Commission Expires: 10-14-23

Gina Hill
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

BRIAN KEMP
GOVERNOR

MARK WILLIAMS
COMMISSIONER

Dear Sub-Awardee,

In 2006, the Federal Funding Accountability and Transparency Act (FFATA) was signed into law. This legislation requires information disclosure concerning entities receiving Federal financial assistance through Federal grants. As a result, our organization is required to report on each of the grants that we award (i.e., subawards, subcontracts). By answering the questions below, your organization will provide us the data needed to meet FFATA reporting requirements. **This form is to be returned within 15 days of the contract signature date.** Please don't hesitate to contact us if your organization has difficulty completing the questionnaire. Please contact:

Name: Denise Bowen Telephone Number: 404-463-2881

.....
To be completed by Organization Receiving the Award

Subawardee Doing Business as Name: City of Avondale Estates DUNS #: 096629027
Address: 21 N Avondale Plz City: Avondale Estates State: GA Zip code: 30002
Primary Place of Grant Performance: 100 Berkeley Rd. City: Avondale Estates State: GA Zip code: 30002

Highly Compensated Officers: Please list below your top 5 compensated officers if **all three** of the following conditions apply:

Yes No

- Your organization received 80% or more of its annual gross revenues from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- Your organization received \$25,000,000 or more in annual gross revenue from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.
- The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Officer 1 Name: _____	Compensation: _____
Officer 2 Name: _____	Compensation: _____
Officer 3 Name: _____	Compensation: _____
Officer 4 Name: _____	Compensation: \$ _____
Officer 5 Name: _____	Compensation: \$ _____

.....
To be completed by Awarding Agency: Georgia Department of Natural Resources Division: Environmental Protection

Federal Funding Agency Name: U.S. Environmental Protection Agency (U.S. EPA)
Federal Award Number (case, space and character sensitive): C9994458-21-0
Federal Funding Agency Code (4 digits): 6800
Catalog of Federal Domestic Assistance Number (CFDA): 66.460
Prime Recipient DUNS number (9 digits): 146985544
Prime Recipient City and State: Georgia
Program Source (Treasury Account Symbol – TAS for contracts): 68-0102
Activity Code (10 NAICS, NTEE-NTPC code): 924110
Subaward Amount: \$ 200,000 Subaward Date: TBD Subaward Number: TBD
Subaward Project Title (Description): Cobbs Creek Green Infrastructure & Citizen Stormwater Education