

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

ARTICLE XIII OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

ARTICLE XIV PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program 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 (are) 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 official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

ARTICLE XV DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it: