



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: August 26, 2014

FROM: John McDonough, City Manager

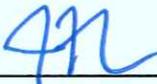
AGENDA ITEM: Consideration of Approval of the Georgia Department of Transportation (GDOT) Project Framework Agreement (PFA) for the Hammond-Peachtree Dunwoody-Glenridge ATMS Project, PI 0013141

MEETING DATE: For Submission onto the September 2, 2014, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
CMAQ Overview
Resolution

APPROVAL BY CITY MANAGER:  APPROVED

PLACED ON AGENDA FOR: **09/02/2014**

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: 



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: August 25, 2014 for Submission onto the Agenda of the September 2, 2014 City Council Consent Agenda

ITEM: Consideration of Approval of the Georgia Department of Transportation (GDOT) Project Framework Agreement (PFA) for the Hammond-Peachtree Dunwoody-Glenridge ATMS Project, PI 0013141

Recommendation:

Staff recommends that the Mayor and City Council approve the Project Framework Agreement between the City of Sandy Springs (City) and the Georgia Department of Transportation (GDOT) and that the City Council authorize the Mayor to execute the agreement subject to Legal and Finance Department approval.

Background:

In September 2013, Council authorized staff to pursue a Congestion Mitigation Air Quality (CMAQ) grant through a call for projects with the Atlanta Regional Commission (ARC). Staff identified a traffic adaptive signal project expansion for the Hammond Drive, Peachtree Dunwoody Road, Glenridge Drive, and Glenridge Connector corridors. Letters of Interest were submitted to ARC on September 27, 2013. ARC notified the City of its CMAQ project award on January 2, 2014. GDOT has provided the PFA to commence Preliminary Engineering in FY 2015.

Discussion:

The City is asked to sign a PFA with GDOT to serve as the agreement for committing local matching funds for the project as well as to agree to follow the GDOT Plan Development Process and applicable federal rules and regulations related to Federal Highway Administration grant administration. The Preliminary Engineering (PE) phase for the Hammond-Peachtree Dunwoody-Glenridge ATMS Project is estimated for a total of \$225,000.00, and the Construction (CST) phase is estimated for a total of \$1,275,000.00. No right-of-way (ROW) acquisition or expenditures are anticipated. The required local match for the federal CMAQ grant is 20% per phase, resulting in a local commitment of \$45,000.00 for the PE phase and \$255,000.00 for CST for a total of \$300,000. The total project cost with federal and local funds is estimated at \$1,500,000.00.

PUBLIC WORKS

Alternatives:

Should the Mayor and City Council not approve the agreement, GDOT will redact the CMAQ grant.

Financial Impact:

The City will be responsible for providing the 20% local matching funds to the 80% federal grant for each phase of the project. The local match required for FY 2015 is \$45,000.00. The CST phase is programmed for FY 2016, which will require a local match of \$255,000.00.

Attachments:

- I. September 17, 2013 Work Session presentation and meeting minutes
- II. GDOT Project Framework Agreement for PI 0013141
- III. Resolution



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: September 12, 2013 for Submission onto the Agenda of the September 17, 2013 City Council Work Session

ITEM: Atlanta Regional Commission (ARC) Congestion Mitigation Air Quality (CMAQ) Call for Projects

Recommendation:

Staff recommends that the Council approve a Letter of Interest (LOI) submittal to ARC to compete for a Congestion Mitigation Air Quality (CMAQ) grant for an Intelligent Transportation System (ITS) expansion on Hammond Drive, Peachtree Dunwoody Road, and Glenridge Drive/Glenridge Connector to provide a traffic adaptive system. Should the City be selected for an award, the local match could be budgeted in the FY 2015 budget cycle.

Background:

ARC has opened a call for projects for the federal-aid CMAQ Program. Under the federal *Moving Ahead for Progress in the 21st Century* (MAP-21) transportation reauthorization, ARC is estimated to have \$13M to \$28M from FY 2014-FY 2019 for project funding. CMAQ projects must result in measurable reduction in air pollutants regulated in the Clean Air Act. CMAQ emphasis areas include travel demand management (TDM), clean vehicle and technology programs, transit service start-up operation, roadway ITS/operations/incident management, and managed lanes. ARC expects to award projects in December 2013. The initial LOI is due to ARC by September 27, 2013. ARC will short list projects by October 18 for further proposal development, and accept final proposals for short-listed projects on November 15, 2013.

Discussion:

Staff has identified a project to expand the current time of day system to a traffic adaptive system along the Hammond Drive, Peachtree Dunwoody Road, and Glenridge Drive/Glenridge Connector corridors.

Financial Impact:

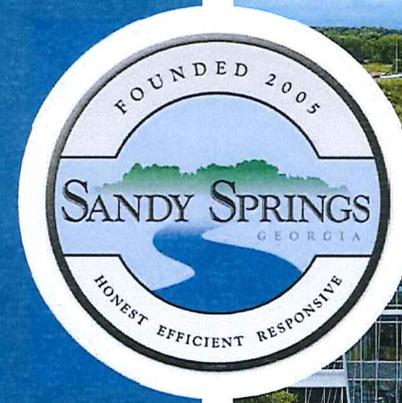
Should a CMAQ grant be awarded to the City by ARC, the City would have to meet the local match amount of 20%. For a \$1M project, the local match would be \$200,000. For a \$1.5M project, the local match would be \$300,000. The specific match amount will be identified at time of project award.

Attachments:

- I. CMAQ Overview

ARC CALL FOR PROJECTS - CMAQ

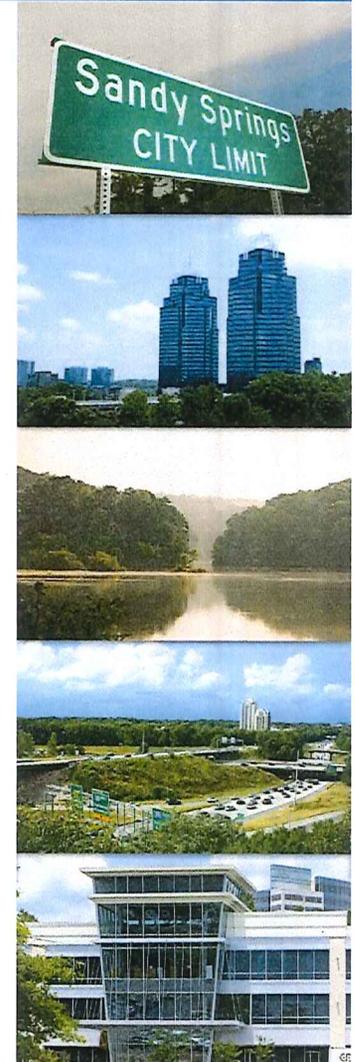
September 17, 2013



Congestion Mitigation Air Quality (CMAQ) Grants

2

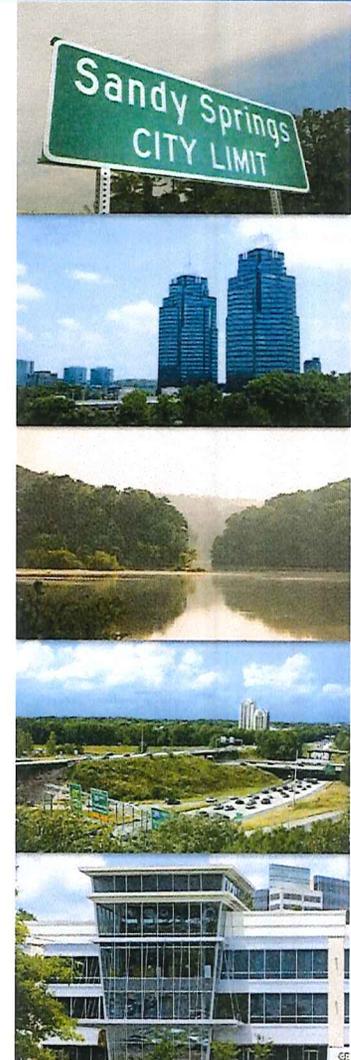
- What?
 - Federal funding program focused on reducing congestion and improving air quality in areas that do not meet the National Ambient Air Quality Standards.
- Eligible Projects
 - Travel Demand Management
 - Clean Vehicle & Technology Programs
 - Transit Service Start-up Operation
 - **Roadway ITS / Operations / Incident Management**
 - Managed Lanes
- When?
 - Letters of Interest due to ARC by September 27
 - ARC will shortlist projects by October 18
 - Final proposals due by November 15
 - Final awards by December 2013



Sandy Springs Proposed Project

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- Proposed Location:
 - Peachtree Dunwoody Road
 - Glenridge Drive/Glenridge Connector
 - Hammond Drive
- Project Description:
 - Implement Traffic adaptive system solutions including software and wireless detection
- Estimated Cost
 - Total - \$1 - \$1.5 Million
 - Local share – 20%: \$200,000-\$300,000, depending on final cost estimate and award amount



Assistant City Attorney Cecil McLendon stated the difficulty is that the wall portion of any project is integral to the project.

Councilmember Fries stated a long time ago Council discussed uniformity for the retaining walls.

Mayor Galambos stated if the cost is less than \$20,000, it will probably not include a wall.

Director of Public Works Coleman responded correct, it would be a smaller project.

Councilmember Paulson stated by the retaining wall near Three Dollar Café it does not look like there is enough room for a sidewalk.

Director of Public Works Coleman stated the wall is right on the back of the curb. That section of sidewalk is forty-eight inches wide.

Councilmember Fries asked what will be done with the water that runs off the hill for the project at Hightower Trail.

Director of Public Works Coleman stated there are weep holes behind the hill for the water.

There was a consensus of Council to revise the sidewalk program process in order to expedite it.

2. Atlanta Regional Commission (ARC) Congestion Mitigation Air Quality (CMAQ) Call for Projects

Director of Public Works Garrin Coleman stated this is a recommendation for a Congestion Mitigation Air Quality (CMAQ) grant. Staff is looking at eligible projects for the City. These projects include the roadway ITS, which is the ATMS project with PCID. Staff would like to expand a section of the project and convert it to traffic adapted software. Staff would like to install twenty or twenty-two traffic signals. The signals would be located around Peachtree Dunwoody Road, Hammond Drive, and Glenridge Drive.

Councilmember Gabriel Sterling asked if the traffic signals would border the PCID, so the City would be piggybacking on that system.

Director of Public Works Coleman responded yes. Staff is hoping to increase the gains from the PCID traffic signals. The project would be an add-on to the PCID upgrade.

Mayor Eva Galambos asked what the City will receive for the add on.

Director of Public Works Coleman stated the City would receive improved detection as well as the software. The T-0013 ATMS project that extends from the north end of Abernathy Road into Alpharetta is just being completed and the servers are being installed. The City has upgraded detection and software in the program where it will read the traffic that is coming and adjust the signals as needed. This is instead of having a time of day traffic signal plan. PTOF is now developing a time of day plan.

Councilmember Sterling asked if the City will need additional software or if the City has the software.

Director of Public Works Coleman stated the City does not have the SCOOT software, which is the adaptive software.

Councilmember Tibby DeJulio asked if the software can anticipate the changes in the traffic pattern as they are happening and the signal will be automatically adjusted.

Director of Public Works Coleman responded yes. This is a way to get an extra three to five percent in improvements out of the existing network.

Councilmember Sterling stated this project will be funded by federal grant money with a \$200,000 to \$300,000 local cost share.

Director of Public Works Coleman responded yes. That is the City's initial budget. The City is not guaranteed the money at this time, but staff thinks this project is worthwhile in pursuing.

Councilmember Sterling asked when the City will have to come up with the \$200,000 to \$300,000, if the grant is received.

Director of Public Works Coleman stated it would be during the next funding cycle.

Councilmember John Paulson stated the final awards are in December 2013. He asked when the City would be asked for the money.

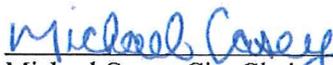
Director of Public Works Coleman stated the City would be asked in December 2013 to make a commitment to fund the project. This item would be included on the mid-year funding consideration. The money would not be used until the next fiscal year based on what the City contracts and the timeline.

There was a consensus of Council to allow staff to prepare and submit the grant application for the Congestion Mitigation Air Quality (CMAQ) grant.

There being no further discussion, the meeting adjourned at 8:59 p.m.

Date Approved: October 1, 2013


Eva Galambos, Mayor


Michael Casey, City Clerk

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF SANDY SPRINGS
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this _____ day of _____, 20___, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF SANDY SPRINGS**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment "A", attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain

portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the DEPARTMENT has provided an estimated cost to the LOCAL GOVERNMENT for its participation in certain activities of the PROJECT; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its certification using the DEPARTMENT’S Local Administered Project Manual procedures.

Revised: 12/2011

The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as “PE”, all reimbursable utility relocations, all non-reimbursable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment “A”, affixed hereto and incorporated herein by reference. In addition, the September 17, 2010 Planning Office memorandum titled “Preliminary Engineering Oversight for Project Managers/Project Delivery Staff”, outlines the five (5) conditions when the LOCAL GOVERNMENT will be requested to fund the PE oversight activities at 100%, and is enclosed as Attachment “C” and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, reimbursable utility relocations, railroad costs, or construction (specified in Attachment “A”) affixed hereto and incorporated herein by reference, and none of the five (5) conditions apply from the Planning Office memorandum dated September 17, 2010 (specified in Attachment “C”).

Revised: 12/2011

3. The DEPARTMENT shall provide a PE Oversight Estimate to the LOCAL GOVERNMENT, if appropriate, appended as Attachment “D” and incorporated by reference as if fully set out herein. The LOCAL GOVERNMENT will be responsible for providing payment, which represents 100% of the DEPARTMENT’s PE Oversight Estimate at the time of the Project Framework Agreement execution.

If at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and project activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and using the same estimate methodology as provided in Attachment “D”. If there is an unused balance after completion of all tasks and phases of the project, then pending a final audit, the remainder will be refunded to the sponsor.

4. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment “A” of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment “A” are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to other activities when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

5. In accordance with Georgia Code 32-2-2, the LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and sidewalk within the PROJECT limits. The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all lighting systems installed to illuminate any roundabouts constructed as part of this PROJECT. Furthermore, the LOCAL GOVERNMENT shall also be responsible for the maintaining of all landscaping installed as part of any roundabout constructed as part of this PROJECT.

6. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment "B" and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the

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DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for right of way or construction phases, as applicable.

7. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

8. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

Revised: 12/2011

The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:

a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 8b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations, Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.

b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.

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c. Prepare environmental studies, documentation reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.

d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.

e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

g. Prepare the stormwater drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydrology Study or drainage design.

h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that

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the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation V8i and InRoads software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates shall also be updated annually if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT

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to provide timely and accurate cost estimates may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

k. Provide certification, by a Georgia Registered Professional Engineer, that the Design and Construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

l. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.

m. Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

9. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of design services and in accordance

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with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

10. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

11. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

12. The LOCAL GOVERNMENT unless otherwise noted in Attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The utility costs shall include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the

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DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise during construction.

13. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

14. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is \$50 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL

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GOVERNMENT shall provide responses to the study recommendations indicating whether they will be implemented or not. If not, a valid response for not implementing shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs.

15. The LOCAL GOVERNMENT, unless shown otherwise on Attachment "A", shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way

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costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

16. The DEPARTMENT unless otherwise shown in Attachment "A" shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:

- a. Submittal of acceptable PROJECT PE activity deliverables noted in this Agreement.
- b. Certification that all needed rights of way have been obtained and cleared of obstructions.
- c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.
- d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and

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shall follow the requirements stated in Chapters 10, 11, 12 and 13 of the DEPARTMENT's Local Administered Project Manual. The LOCAL GOVERNMENT shall be responsible for providing qualified construction oversight with their personnel or by employing a Consultant firm prequalified in Area Class 8.01 to perform construction oversight. The LOCAL GOVERNMENT shall be responsible for employing a GDOT prequalified consultant in area classes 6.04a and 6.04b for all materials testing on the PROJECT, with the exception of field concrete testing. All materials testing, including field concrete testing shall be performed by GDOT certified technicians who are certified for the specific testing they are performing on the PROJECT. The testing firm(s) and the individual technicians must be submitted for approval prior to Construction.

17. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

18. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to

Revised: 12/2011

use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

19. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

20. The DEPARTMENT shall be furnished with a copy of all contracts and agreements between the LOCAL GOVERNMENT and any other agency or contractor associated with construction activities. The DEPARTMENT's Project Manager shall be the primary point of contact unless otherwise specified.

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21. The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the Project Manager after execution of this agreement.

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

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 LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF
TRANSPORTATION

CITY OF SANDY SPRINGS

BY: _____
Commissioner

BY: _____
Russell K. (Rusty) Paul
Mayor

ATTEST:

Treasurer

Signed, sealed and delivered this _____
day of _____, 20__, in the
presence of:

Witness

Notary Public

This Agreement approved by CITY OF
SANDY SPRINGS, the _____ day of
_____, 20__.

Attest

Michael Casey, City Clerk

FEIN: 20-3767748

Attachment "A" Funding Sources and Distribution

Project No.: 0013141

Sponsor: City of Sandy Springs

Attach "Project Manager" Project Charging Form for Approval

Preliminary Engineering Phase I	Preliminary Engineering - Phase I ¹					GDOT Oversight for PE (Phase I) ²			Preliminary Engineering Grand Total (Phase I)	
	Percentage	PE Amount	Maximum PE Participation Amount (\$)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount
1	80%	\$180,000.00	\$180,000.00	Federal	Local Government	#DIV/0!	\$0.00	Federal	80%	\$180,000.00
2	0%	\$0.00	\$0.00	State		#DIV/0!	\$0.00	State	0%	\$0.00
3	20%	\$45,000.00	N/A	Local		0%	\$0.00	Local	20%	\$45,000.00
4	0%	\$0.00	\$0.00	Other		#DIV/0!	\$0.00	Other	0%	\$0.00
Total	100%	\$225,000.00				#DIV/0!	\$0.00		100%	\$225,000.00

Right of Way Phase II	Right of Way - Phase II ³					
	Percentage	ROW Amount	Maximum ROW Participation Amount (\$)	Participant	Acquisition By:	Acquisition Fund By:
1	#DIV/0!	\$0.00	\$0.00	Federal	Local Government	Local Government
2	#DIV/0!	\$0.00	\$0.00	State		
3	#DIV/0!	\$0.00	N/A	Local		
4	#DIV/0!	\$0.00	\$0.00	Other		
Total	#DIV/0!	\$0.00				

Utility Phase IV	Utility Relocation - Phase IV	
	Utility Funding By:	Railroad Funding By:
	Local Government	Local Government
Total	100%	100%

Construction Phase III	Construction - Phase III ³				
	Percentage	CST Amount	Maximum CST Participation Amount (\$)	Participant	Letting By:
1	80%	\$1,020,000.00	\$1,020,000.00	Federal	GDOT
2	0%	\$0.00	\$0.00	State	
3	20%	\$255,000.00	N/A	Local	
4	0%	\$0.00	\$0.00	Other	
Total	100%	\$1,275,000.00			

Construction Oversight Phases V & VI	GDOT Oversight for CST (Phase III) ²	
	Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:
	GDOT	GDOT
Total	100%	100%

Summary of Phases I Through III	Grand Total - All Phases I through III			
	Percentage	TOTAL Amount	Maximum Participation Amount (\$)	Participant
1	80%	\$1,200,000.00	\$1,200,000.00	Federal
2	0%	\$0.00	\$0.00	State
3	20%	\$300,000.00	N/A	Local
4	0%	\$0.00	\$0.00	Other
Total	100%	\$1,500,000.00		

¹The maximum allowable GDOT participating amounts for PE phase are shown above. The local government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

²GDOT Oversight for PE (Phase I) is detailed in Attachment "D".

³ Right-of-Way and Construction amounts shown are for budget planning purposes only.

NOTE: Separate GDOT P.O.s will be established for each funding phase.

The GDOT Oversight check shall be remitted to the District Planning and Programming Engineer along with the signed Project Framework Agreement (PFA).

ATTACHMENT “B” Project Timeline

PI # 0013141 – City of Sandy Springs

Proposed Project Timeline

Environmental Phase				
Concept Phase				
Preliminary Plan Phase				
Right of Way Phase				

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
--	--------------------------	--	--	---	---

Annual Reporting Requirements

The Local Government shall provide a written status report to the Department’s Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

Revised: 12/2011

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTER-DEPARTMENT CORRESPONDENCE

FROM: Bobby Hilliard, P.E., Program Control Administrator **DATE:** May 8, 2014
TO: Toby Carr, Director of Planning
Russell R. McMurry, P.E., Chief Engineer

SUBJECT: Preliminary Engineering (PE) Oversight Funding Structure for Non-GDOT Sponsored Projects
(Guidance for MPO's, TMA's, Project Managers and Project Delivery Staff)

Note: This memo supersedes the previous PE Oversight Memo, dated September 17, 2010.

PE Oversight Funding - Programming Guidance for a Non-GDOT Sponsored Project

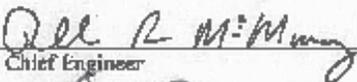
This policy provides guidance during the planning and programming of a project to specify responsibility for funding PE Oversight to cover estimated resource activities and expenses for the Department prior to the execution of a Project Framework Agreement (PFA).

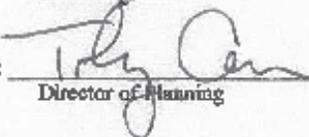
The Department has established the attached "Oversight Funding Responsibility Matrix for Locally Sponsored Projects" which details the conditions under which the Department will fund PE oversight with federal-aid funds and when the Department will request that the local government/project sponsor fund the Department's expenses associated with PE oversight. State funding participation for oversight is at the discretion and approval of the GDOT Chief Engineer and GDOT Director of Planning.

It is the responsibility of the GDOT Project Manager to utilize the GDOT Oversight Estimate for Consultant & LAP Projects Microsoft Excel™ Tool to estimate the PE oversight cost. The GDOT Project Manager will subsequently coordinate with the Office of Financial Management to establish an appropriate amount of federally funded PE oversight. Concurrently, the GDOT Project Manager will coordinate with the District Planning and Programming Engineer to engage the local government for processing the Project Framework Agreement (PFA) and to secure locally sourced PE oversight funds if appropriate. Please note that the STIP/TIP amendment process must be followed for adding oversight funds to a project.

PE Oversight funds will be used to administer the project and fund staff man-hours along with any other associated expenses incurred by any GDOT employee working on the project. The process detailed applies equally to both on-system and off-system routes on the National Highway System.

Upon approval, this process will be distributed to all GDOT Project Managers and incorporated into future Project Framework Agreements (PFA's) along with a copy of the PE Oversight Estimate.

Approved:  5/14/14
Chief Engineer Date

Approved:  5/21/14
Director of Planning Date

Attachment

Revised: 12/2011

“Oversight Funding Responsibility Matrix for Locally Sponsored Projects”

- (1) If a project does not have a subsequent phase programmed in the currently approved TIP/STIP+2, oversight funding (for all remaining phases of PE, ROW, CST & UTL) will be the responsibility of the local government regardless of PE fund source.
- (2) If a project does have a subsequent project phase programmed in the currently approved TIP/STIP+2, see phase oversight funding responsibility breakdown in the table below.

Oversight Responsibility - Next Phase of Project is <i>Included</i> in the Approved TIP/STIP+2									
Project Fund Source	NHPP (M003)	STP<200k (M231)	STP-Urban (M238)	STP<5k (M232)	STP-Flex (M240)	TAP (M301)	CMAQ (M400)	Earmark	Local
Oversight Fund Source	Federal (M001)/State or Local ¹	Federal (M231)/State or Local ²	Federal/State ³	Federal (M232)/State or Local ²	Federal (M240)/State	Federal (M301)/Local or 100% Local	Federal/State ³	Earmark/Local or 100% Local	Local

¹ State match for oversight will be used if project is on state route system, local match for oversight will be requested if off state route system.

² State match for oversight is at the discretion of the GDOT Director of Planning & GDOT Chief Engineer

³ Oversight funds for M238 and CMAQ projects will be drawn from a specific M230 funded project programmed in the currently approved STIP.

ATTACHMENT “D”
GDOT Oversight Estimate for Locally Administered Project

Wednesday, June 18, 2014

PI Number	<input type="text" value="0013141"/>	Project Number	<input type="text"/>
County	<input type="text" value="Fulton"/>	Project Length	<input type="text" value="5.38"/> Miles
Project Manager	<input type="text" value="Azimeve O. Abu"/>	Project Cost	<input type="text" value="\$1,500,000.00"/>
Project Type	<input type="text" value="Reconstruction/Rehabilitation"/>		
Project Description	<input type="text" value="ITS SYSTEM EXPANSION @ 7 LOCS IN SANDY SPRINGS"/>		
Expected Life of Project	<input type="text" value="3.00"/> Years		

Project Phase	Oversight Hours	\$	Oversight Cost
1. Project Initiation	0	\$	0.00
2. Concept Development	0	\$	0.00
3. Database Preparation*	0	\$	0.00
4. Preliminary Design	0	\$	0.00
5. Environmental	0	\$	0.00
6. Final Design	0	\$	0.00
Travel Expenses	0	\$	-
Total Oversight Estimate	0	\$	0.00
Percentage of Project Cost	.00%		

ATTACHMENT "E"
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT

Name of Contracting Entity: _____

Contract No. and Name: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201_

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

ATTACHMENT "F"

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the sub-recipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

Revised: 12/2011

ATTACHMENT "F"

TITLE VI ACKNOWLEDGEMENT FORM

The _____ assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The _____ assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Official Name and Title

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

- The 1970 Uniform Act (42 USC 4601)
- Section 504 of the 1973 Rehabilitation Act (29 USC 790)
- The 1973 Federal-aid Highway Act (23 USC 324)
- The 1975 Age Discrimination Act (42 USC 6101)
- Implementing Regulations (49 CFR 21 & 23 CFR 200)
- Executive Order 12898 on Environmental Justice (EJ)
- Executive Order 13166 on Limited English Proficiency (LEP)

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE AUTHORIZATION OF THE MAYOR TO EXECUTE
PROJECT FRAMEWORK AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS
AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)
FOR PI# 0013141 ITS EXPANSION AT 7 LOCATIONS IN SANDY SPRINGS**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal and Georgia's State Constitution, and the Charter for the City of Sandy Springs; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and recommends the Mayor signing the following Project Framework Agreement between the City of Sandy Springs and the Georgia Department of Transportation:

Project Framework Agreement for the ITS Expansion at 7 Locations in Sandy Springs

P.I. Number: 0013141

Limits: Hammond Drive, Peachtree Dunwoody Road, Glenridge Drive, Glenridge Connector, Johnson Ferry Road, Meridian Mark Road and Hollis Cobb Circle

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents, and

WHEREAS, upon adoption of this Resolution, City Sandy Springs Public Works Department staff will manage all applicable phases of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

Receive, accept, and affirm the authorization for the Mayor to sign this Project Framework Agreement with the Georgia Department of Transportation

IT IS FURTHER RESOLVED that the Mayor and City Council acknowledge that the City Manager, in order to assure the effectiveness of authorizing and signing the Project Framework Agreement, will periodically refine policies, procedures, and guidelines and keep the Mayor and Council informed of any changes as they occur.

APPROVED AND ADOPTED on this the 2nd day of September, 2014.

Approved:

Russell K. Paul, Mayor

Attest:

Michael Casey, City Clerk

(Seal)