



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: August 29, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Supplemental Agreement No. 1 for Transportation Enhancement (TE) Activities with GDOT for Abernathy Park Construction (T-0002) (PI 9059), Phase IV

MEETING DATE: For Submission onto the September 6, 2011, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Resolution
Letter
Supplemental Agreement

APPROVAL BY CITY MANAGER: JFM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 9/6/11

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



TO: John McDonough, City Manager

FROM: Kevin J. Walter, P.E., Public Works Director

DATE: August 25, 2011, for Submission onto the Agenda of the September 6, 2011, City Council Meeting

ITEM: Supplemental Agreement No. 1 for Transportation Enhancement (TE) Activities with GDOT for Abernathy Park Construction (T-0002) (PI 9059), Phase IV

Public Works Department's Recommendation:

Public Works staff recommends approval for the Mayor to authorize the City Manager to execute the supplemental agreement no. 1 between the City and the Georgia Department of Transportation (GDOT).

Background:

The City was awarded a Transportation Enhancement (TE) grant in the amount of \$700,000 for the T-0002 Abernathy Greenway Project and \$100,000 for T-0012 Roswell Road Streetscapes (Johnson Ferry to Abernathy Road). Due to right-of-way acquisition delays for T-0012, the City has been unable to expend the \$100,000 on construction to date. The City is preparing to issue a bid document that will expend the \$700,000 for the T-0002 project. By reallocating the \$100,000 grant to T-0002, the City will not run the risk of having the funds withdrawn by GDOT.

Discussion:

These funds are administered by GDOT and the execution of the reallocation by the City requires this supplemental agreement to be signed. The agreement will reallocate \$100,000 in federal funds from CIP T-0012 Roswell Road Streetscape (Johnson Ferry to Abernathy Road) to CIP T-0002 Abernathy Greenway.

Alternatives:

The Mayor and City Council can choose not to sign the agreement and can choose to leave the TE funding as currently programmed on project T-0012.

Financial Impact:

The TE funding requires a 20% match of \$200,000, which was allocated in previous CIP fiscal budgets. No new budget allocation is required as part of this local funding requirement.

Attachments:

1. Resolution
2. Letter outlining supplemental agreement #1
3. Supplemental agreement #1

Public
Works

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE A TRANSPORTATION ENHANCEMENT (TE) SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR THE ABERNATHY GREENWAY PROJECT (CIP T-0002) (GDOT PI 0009059)

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, 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 Council and Mayor, wishes to move ahead with utilizing previously awarded Transportation Enhancement funding for the T-0002, Abernathy Greenway project,

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and recommends acceptance of the following Supplemental Agreement No. 1 between the City of Sandy Springs and the GDOT:

Supplemental Agreement No. 1 for Abernathy Greenway

P.I. Number: 0009059

Limits: Abernathy Greenway

WHEREAS, upon adoption of this Resolution, the City of 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

That they approve this TE Supplemental Agreement with the Georgia Department of Transportation.

APPROVED AND ADOPTED on this the 6th day of September, 2011.

Approved:

Eva Galambos, Mayor

Attest:

Michael D. Casey, City Clerk

(Seal)



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Chairman/CEO

Buddy Gratton, PE
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Vice President

Albert J. Joyner, Jr.
Vice President

August 12, 2011

Mr. Garrin Coleman
Capitol Programs Manager, Public Works
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

Re: CSTE-0009-00(059); PI 0009059
Abernathy Road Greenway
Fulton County

Dear Mr. Coleman:

We are attaching Supplemental Agreement No. 1 for the above-referenced TE project. This agreement increases the federal funding available for this project. The revised funding amount available for the project is **\$1,000,000**, with a federal contribution of **\$800,000** and a Local match of **\$200,000**. Please note this agreement is provided in triplicate. Please sign and return three (3) complete documents with **original** signatures to Moreland Altobelli. We will forward them to GDOT. Once the agreement is executed, we will return one document with original signatures to you.

Please be sure that **ALL** signatures on all three agreements are original and all pages are printed single sided.

If you have any questions, please call me at 770-263-5945.

Sincerely,

Jeanne Kerney, P.E.
Transportation Enhancement Project Manager

JK:sa

SUPPLEMENTAL AGREEMENT NO. 1

between

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

and the

CITY OF SANDY SPRINGS

PROJECT ACCOUNT NUMBER: CSTEE-0009-00(059)

FULTON COUNTY

P.I. # 0009059

FEDERAL-AID PARTICIPATING PROJECT

SUPPLEMENTAL AGREEMENT NO. 1

This Agreement is made and entered into this _____ day of _____, 201_, by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the City of Sandy Springs, hereinafter sometime referred to as the "SPONSOR".

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on March 3, 2011, entered into an Agreement, hereinafter called the Original Contract, for the purpose of Construction of Abernathy Road Greenway, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties wish to amend said Agreement to increase the total federal contribution of the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated March 3, 2011, is hereby modified as follows:

By deleting Article VIII, COMPENSATION AND PAYMENT in its entirety and the following substituted in lieu thereof:

**ARTICLE VIII
COMPENSATION AND PAYMENT**

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

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right of Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match.

The estimated cost of the project is One Million and No/100 Dollars (\$1,000,000.00). The DEPARTMENT shall be responsible for eighty percent (80%) of the total cost of the project not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Project Costs	\$800,000.00	\$200,000.00	\$1,000,000.00

The total federal contribution for this PROJECT is Eight Hundred Thousand and No/100 Dollars (\$) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely

responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

The SPONSOR shall coordinate right of way activities with the DEPARTMENT's District Right of Way Engineer and construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, Right of Way Engineer, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved Work Plan, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the Agreement's Work Plan.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly accomplishments; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible cost incurred by the SPONSOR for Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice amount not to exceed the total federal contribution.

Expense for travel will be an allowable expense for the SPONSOR under this Agreement; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

Except as modified, changed, and amended, all terms and conditions of the Original Contract dated March 3, 2011 shall remain in full force and effect.

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, said parties have hereunto set their hand and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

CITY OF SANDY SPRINGS

Commissioner (SEAL)

Mayor

ATTEST:

Witness

Treasurer

Signed, Sealed & Delivered

This ____ Day of _____,
201___.
in the presence of:

NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employer Tax No.