

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: January 09, 2017

Subject: **Approval of a Supplemental Agreement with the Georgia Department of Transportation for the Georgetown Gateway Project**

ITEM DESCRIPTION

Approval of a Supplemental Agreement with the Georgia Department of Transportation for the Georgetown Gateway Project

BACKGROUND

The City Council has previously entered into a project agreement with the Georgia Department of Transportation (GDOT) to receive \$200,000 in federal funds for preliminary engineering on the Georgetown Gateway project. The gateway project will improve the Chamblee Dunwoody Road corridor between Cotillion Drive and Peeler Road as recommended in the Georgetown area master plan. Improvements will include extension of the multi-use path from Georgetown Park to Cotillion Drive, enhanced sidewalks, landscaping and a center turn lane with pedestrian refuge islands at regular intervals.

The city has begun preparing final design plans based on input gathered at the public information meeting and a presentation to the city council in late 2014 and early 2015, respectively. Part of the funding for the final design includes \$100,000 from federal funds and in order to access these additional funds the city will need to enter into a supplemental agreement with GDOT.

RECOMMENDED ACTION

Staff recommends approval of Supplemental Agreement No. 1 to revise the GDOT purchase order amount from \$200,000 to \$300,000.

**PFA - SUPPLEMENTAL AGREEMENT NO. 1
FOR AN
EXECUTED PROJECT FRAMEWORK AGREEMENT**

**BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DUNWOODY
FOR**

**PROJECT IDENTIFICATION (P.I.) NO.: 0012875
ACTIVE PURCHASE ORDER (P.O.) NO. 1468887**

**ORIGINAL PFA - PO VALUE (PE PHASE ONLY) \$ 200,000
REVISED PFA - PO VALUE (PE PHASE ONLY) \$ 300,000**

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction Cluster
- CFDA # 20.219 - Recreational Trails Program

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as the "DEPARTMENT"), an agency of the State of Georgia, whose address for purposes of this Agreement is One Georgia Center, 600 W. Peachtree Street N.W., Atlanta, Georgia 30308, and CITY OF DUNWOODY, acting by and through its Mayor and City Council, hereinafter referred to as the "SPONSOR".

WHEREAS, the DEPARTMENT and SPONSOR heretofore entered into an Agreement dated April 7, 2014 hereinafter called the "ORIGINAL AGREEMENT", for the purpose of project CS 5156/Chamblee Dunwoody Road from Cotillion Drive to Peeler Road, Georgia Department of Transportation PI 0012875, hereinafter referred to as the "PROJECT"; and

WHEREAS, due to changes in funding arrangements and then need to extend time to complete phases of the project schedule, the parties mutually desire to amend the ORIGINAL AGREEMENT and delete Attachments A through F in their entirety and replace them with Attachments A through G.

NOW, THEREFORE, the parties hereto mutually agree that for and in consideration of the mutual promises, the public purposes, and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree to replace Attachments A through F from the ORIGINAL AGREEMENT dated, April 7, 2014, with Attachments A through G.

Except as modified, changed or amended, all terms and conditions of the ORIGINAL AGREEMENT dated April 7, 2014, shall remain in full force and effect.

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

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

DEPARTMENT OF
TRANSPORTATION

CITY OF DUNWOODY

BY: _____
Commissioner

BY: _____
Mike Davis
Mayor

ATTEST:

Treasurer

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

Witness

Notary Public

This Agreement approved by CITY OF
DUNWOODY, the ____ day of
_____, 20__.

Attest

Clerk

FEIN: _____

Attachment "A" Funding Sources and Distribution

Project 0012875 Sponsor: City of Dunwoody County: DeKalb

Attach "Project Manager" Project Charging Form for Approval

Preliminary Engineering (Design) - Phase I		**GDOT Oversight for PE (Phase I) ²				Grand Total - Preliminary Engineering (Phase I) ²			
Percentage	PE Amount	*Maximum PE Participation Amount (\$)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount
1	80%	\$300,000	Federal	LOCAL	0%	\$0.00	Federal	80%	\$300,000
2	0%	\$0.00	State		0%	\$0.00	State	0%	\$0.00
3	20%	\$75,000	Local		0%	\$0.00	Local	20%	\$75,000
4	0%	\$0.00	Other		0%	\$0.00	Other	0%	\$0.00
Total	100%	\$375,000			0%	\$0.00		100%	\$375,000

Right-of-Way - Phase II		**GDOT Oversight for Phase III CST			
Percentage	ROW Amount	*Maximum ROW Participation Amount (\$)	Participant	Acquisition By:	Acquisition Funds By:
1	0%	\$0.00	Federal	LOCAL	LOCAL GOVERNMENT
2	0%	\$0.00	State		
3	100%	\$750,000	Local		
4	0%	\$0.00	Other		
Total	100%	\$750,000			

Construction - Phase III		**GDOT Oversight Phases V & VI			
Percentage	CST Amount	*Maximum CST Participation Amount (\$)	Participant	Letting By:	Inspection (Phase VI) Funding By:
1	11%	\$540,000	Federal	LOCAL	LOCAL
2	0%	\$0.00	State		
3	89%	\$4,208,347.25	Local		
4	0	\$0.00	Other		
Total	100%	\$4,748,347.25			100%

Utility Relocation		Railroad			
Percentage	Utility Amount	*Maximum Utility Participation Amount (\$)	Participant	Percentage	*Maximum RR Participation Amount (\$)
1	0%	\$0.00	Federal	0%	\$0.00
2	0%	\$0.00	State	0%	\$0.00
3	100%	\$1,200,000	Local	0%	N/A
4	0%	\$0.00	Other	0%	\$0.00
Total	100%	\$1,200,000		100%	\$0.00

Summary of All Phases I through VI		Grand Total - Phases I through IV			
Percentage	Total Amount (PE, ROW, CST & UTIL)	*Maximum Participation Amount (\$)	Participant	Percentage	Railroad Amount
1	12%	\$840,000	Federal	0%	\$0.00
2	0%	\$0.00	State	0%	\$0.00
3	88%	\$6,233,347.25	Local	0%	N/A
4	0	\$0.00	Other	0%	\$0.00
Total	100%	\$7,073,347.25		100%	\$0.00

The funding portion identified in Attachment "A" only applies to PE. The Right of Way, Construction and Utilities funding estimates are provided for planning purposes and do not constitute a funding commitment for Right of Way, Construction or Utilities.

* The maximum allowable GDOT participating amounts 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.

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

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

Note: ROWS ROW, CST & UTIL Published for each funding phase.

**ATTACHMENT "B"
PI 0012875-- City of Dunwoody**

Proposed Project Schedule

Environmental Phase Concept Phase Preliminary Plan Phase Right of Way Phase						

Deadlines for Responsible Parties	Execute Agreement	(Approve Concept) Approved 3/4/16	(Approve Env. Document) 11/23/16	(Authorize Right of Way funds) 1/3/17	(Authorize Const. funds) 12/2/17
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ATTACHMENT "C"

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.

ATTACHMENT “D”

“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 Matrix - Next Phase of Project is <i>Included</i> in the Approved TIP/STIP + 2									
Project Fund Source	NHPP (M001)	STP<200k (M231)	STP-Urban (M230)	STP<5k (M232)	STP-Flex (M240)	TAP (M301)	CMAQ (M400)	Earmark	Local
Oversight Fund Source	Federal (M001)/State	Federal (M231)/State or Local*	Federal/State**	Federal (M232)/State or Local*	Federal (M240)/ State	Federal (M301)/Local or 100% Local	Federal/State***	Earmark/Local or 100% Local	Local

¹ State match for oversight will be used if project is on state route system, Localmatch 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 M230 and CMAQ projects will be drawn from a specific M230 funded project programmed in the currently approved STIP.

GDOT Oversight Estimate for Oversight

No Oversight Required.

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 SEAL]

Notary Public
My Commission Expires: _____

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 4601 to 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)

ATTACHMENT F**NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSER shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

Revised: 9/12/2016

ATTACHMENT "G"

FEDERAL-AID HIGHWAY PROGRAM (FAHP) FUNDING PARTICIPATION DESIGNATION FORM

For

Competitive Negotiation/Qualifications Based Selection Procurement for Engineering and Design Related Services Contract

Name of LOCAL AGENCY: _____

Please check and sign only one option below:

OPTION A:

If there is FAHP funding participating in an engineering and design related services contract, THEN the Federal competitive negotiation/qualifications based selection (Brooks Act) procurement procedures is still applicable and must be conducted in accordance with the guidelines established in 23 C.F.R. Part 172.

Signature _____ Date _____

OPTION B:

If FAHP funds are not participating in an engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a FAHP funded project.

Signature _____ Date _____