COUNTY AGENDA REQUEST

Department:	Public Works Division	Presenter(s):	Public Works Director Phil Mallon
Meeting Date:	Thursday, October 23, 2014	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to enter into a Memorandum of Understanding with the Department of Transportation for the construction of a design-build multi-use path along Redwine Road (PI No. 0012624), approval to spend $214,600 towards this project with $22,800.00 being spent on a pre-construction engineering local match in Fiscal Year 2015 and $25,000 being spent on right-of-way.

Background/History/Details:

This is a federal-aid project, programed through the Atlanta Regional Commission's PLAN 2040, that provides financial assistance for the construction of the additional multi-use path along Redwine Road. The project scope includes:

- a 10-ft wide multi-use path along Redwine Road between Birkdale Drive and Carnoustie Way;
- a similar path between Preserve Place and Foreston Place;
- an at-grade crossing near Old Ivy / Carnoustie Way; and
- other path improvements along Redwine Road as deemed appropriate and feasible.

The specific limits and location of path construction (including crossings and on which side of the road new paths are to be placed) shall be determined as part of the design process. The budget for this project is $1,073,000, is funded in approved Capital Improvement Program (See Attachment A), Fayette County is responsible for 20 percent, plus any amount over the approved budget.

Attached as backup is a map showing approximate project location and the MOU which describes the responsibilities of Fayette County and GDOT for the delivery of this project.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into a Memorandum of Understanding with the Department of Transportation for the construction of a design-build multi-use path along Redwine Road (PI No. 0012624), approval to spend $214,600 towards this project with $22,800.00 being spent on a pre-construction engineering local match in Fiscal Year 2015 and $25,000 being spent on right-of-way acquisition local match in Fiscal Year 2015.

If this item requires funding, please describe:

This project requires approval of $214,600 with $22,800.00 being spent on a pre-construction engineering local match in FY2015 and $25,000 being spent on right-of-way acquisition local match in Fiscal Year 2015. These funds are budgeted in CIP No. 5220B.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

* ***All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

0 550 1,100 2,200 Feet

Redwine Road Multi-Use Path

Existing Path

Proposed Path

N W E S

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

FAYETTE COUNTY

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This Memorandum of Understanding 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 FAYETTE COUNTY, acting by and through its Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility PI #0012624, Redwine Road and Starrs Mill School Complex Multi-use Path, hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to utilize design-build methods to deliver the PROJECT; 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. 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 reimburseable utility relocations, all non-reimburseable 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. 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 providing guidance to the LOCAL GOVERNMENT in design-build delivery methods including scope development, procurement, final design, and construction oversight for the PROJECT. The DEPARTMENT will let and administer the design-build contract.

3. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for PE Oversight and Construction Oversight by the DEPARTMENT.

4. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding committments as identified in Attachment “A” of this Agreement apply to PE, Right of Way, and Construction phases of the PROJECT.

5. 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.

6. 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.

7. 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 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.

8. 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.

9. 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. 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 for letting the design-build contract. The concept report shall be approved by the DEPARTMENT prior to design-build let. 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 survey database for the PROJECT for use during the design-build phase of the work.

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 or letting of the design-build contract by the DEPARTMENT. 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 may 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 PROJECT costing plans for use during the design-build phase of the work.

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 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. Provide certification, by a Georgia Registered Professional Engineer, that the concept report, survey database, and costing plans have been prepared, as applicable, under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

j. 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.

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

11. 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.

12. 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.

13. 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 DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' exsiting 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 confilcts that arise during construction.

14. 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.

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 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 for design-build, and is 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 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 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 use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

18. 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.

19. 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.

20. 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

BY: _____
Commissioner

ATTEST:

_____
Treasurer

Name
Title

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

_____
Witness

_____
Notary Public

This Agreement approved by Local Government, the _____day of _____, 20__.

Attest

_____
Name and Title

FEIN: _____

FAYETTE COUNTY

BY:
_____

3/2014

Attachment "A" Funding Sources and Distribution

Attach "Project Manager" Project Charging Form for Approval

Project No.: 0012624 Sponsor: Fayette County

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%	$91,200.00	$91,200.00	Federal	Local Government	0%	$0.00	Federal	80%	$91,200.00
2	0%	$0.00	$0.00	State		0%	$0.00	State	0%	$0.00
3	20%	$22,800.00	N/A	Local		0%	$0.00	Local	20%	$22,800.00
4	0%	$0.00	$0.00	Other		0%	$0.00	Other	0%	$0.00
Total	**100%**	**$114,000.00**				**0%**	**$0.00**		**100%**	**$114,000.00**

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	80%	$100,000.00	$100,000.00	Federal	Local Government	Local Government
2	0%	$0.00	$0.00	State		
3	20%	$25,000.00	N/A	Local		
4	0%	$0.00	$0.00	Other		
Total	**100%**	**$125,000.00**				

Construction Oversight Phases V & VI

GDOT Oversight for CST (Phase III)[2]	
Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:
GDOT	GDOT
100%	**100%**

Construction Phase III

	Construction - Phase III[3]				
	Percentage	CST Amount	Maximum CST Participation Amount ($)	Participant	Letting By:
1	80%	$606,400.00	$606,400.00	Federal	Local Govt
2	0%	$0.00	$0.00	State	
3	20%	$151,600.00	$151,600.00	Local	
4	0%	$0.00	$0.00	Other	
Total	**100%**	**$758,000.00**			

Utility Phase IV

	Utility Relocation - Phase IV			
	Percentage	UTIL Amount	Maximum UTIL Participation Amount ($)	Participant
1	80%	$60,800.00	$60,800.00	Federal
2	0%	$0.00	$0.00	State
3	20%	$15,200.00	$15,200.00	Local
4	0%	$0.00	$0.00	Other
Total	**100%**	**$76,000.00**		

Summary of Phases I Through III

	Grand Total - All Phases I through III			
	Percentage	**TOTAL Amount**	Maximum Participation Amount ($)	**Participant**
1	**80%**	**$797,600.00**	**$797,600.00**	**Federal**
2	**0%**	**$0.00**	**$0.00**	**State**
3	**20%**	**$199,400.00**	**N/A**	**Local**
4	**0%**	**$0.00**	**$0.00**	**Other**
Total	**100%**	**$997,000.00**		

[1]The maximum allowable GDOT participating amounts for PE phase are shown above. The local government will

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

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

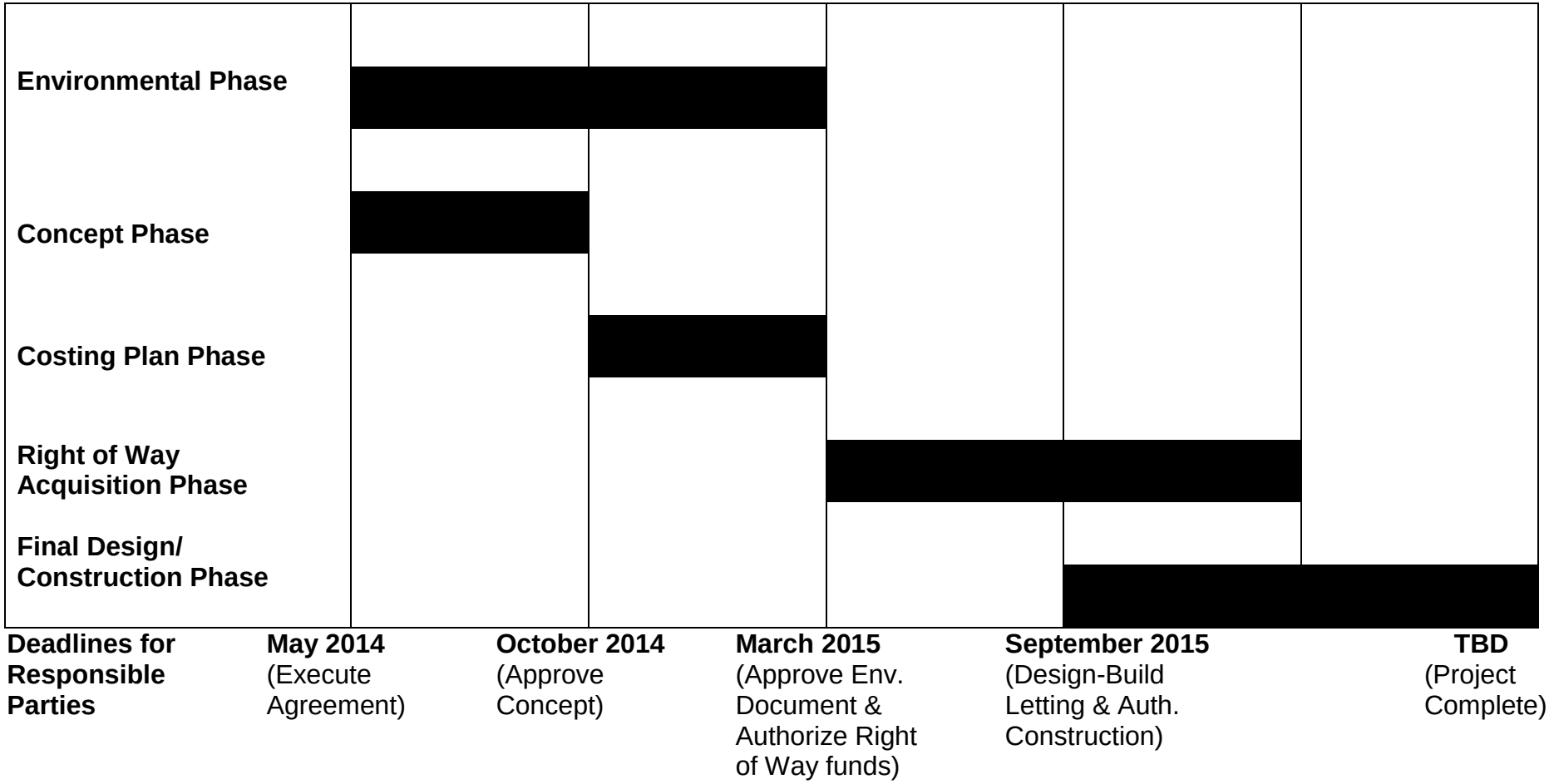
NOTE: Separate GDOT P.O.s will be established for each funding phase.

3/2014

ATTACHMENT "B" Project Timeline

PI # 0012624 – FAYETTE

Proposed Project Timeline



3/2014

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.

D.O.T. 66

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENTAL CORRESPONDENCE

FILE **OFFICE** Planning

DATE September 17, 2010

FROM Angela T. Alexander, State Transportation Planning Administrator

TO Todd I. Long, PE, PTOE, Director of Planning
Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner

SUBJECT Preliminary Engineering Oversight for Project Managers/Project Delivery Staff

Note: This memo supersedes the previous PE Oversight Memo, dated August 17, 2010. PE Oversight funding for Safe Route to School (SRTS) projects are eligible for PE Oversight funds, paid for with funding from the SRTS program. No other changes were made to the memo.

As you are aware, the Department is unable to continue funding PE oversight with 100% motor fuel funds due to the decline in motor fuel revenues. As a result, the Department needs an established procedure detailing the circumstances under which the Department will fund PE oversight with federal-aid funds (matched with state motor fuel funds) and when the Department will request that the local government/project sponsor fund the Department's expenses associated with PE oversight. The PE Oversight funds will be used to fund staff man-hours and any other associated expenses incurred by any GDOT employee working on the project. Please note that the process detailed below applies equally to routes both on and off the state highway system.

GDOT Funds PE Oversight with Federal-Aid:

The Department will fund PE oversight with federal-aid funds (and matching motor fuel funds), only if a subsequent project phase (ROW, UTL, CST) is programmed within the first 4 active years of the currently approved TIP/STIP. The source of federal-aid funds to be used for the PE oversight activities is as follows:

1) Projects on the National Highway System will use NHS funds (L050) to finance GDOT's PE oversight expenses

2) Projects *not* on the National Highway System but eligible for Surface Transportation Program (STP) funds, will follow one of the scenarios below:

   a) Projects in urban areas between 5,000 and 199,999 in population will use L200 funds (with MPO approval, if applicable)

   b) Projects in urban areas with a population greater than 200,000 will use L230 funds (with MPO approval)

   c) Projects in rural areas with a population less than 5,000 will use L250 funds

   d) The Department may, at the joint discretion of the Chief Engineer and Director of Planning, apply L240 funds to any federal-aid eligible project

3) Projects which have received an earmark in federal legislation, will use a portion of the earmark funding for GDOT's PE oversight expenses, pending MPO approval if applicable. (Note: earmark funded projects could receive PE oversight funding regardless of the funding being programmed within the first 4 active years of a currently approved TIP/STIP).

4) Projects funded with Safe Route to School (SRTS) funds will use SRTS funds to finance GDOT's PE oversight expenses, regardless of whether or not a subsequent phase of the project appears in the STIP/TIP.

GDOT Requests Local Government/Project Sponsor to Fund PE Oversight:

The Department will request that the local government fund PE oversight with 100% local funds under the following conditions:

1) A subsequent phase of the project is not programmed within the first 4 active years of the Currently approved TIP/STIP

2) The MPO has elected to not approve the use of L200 or L230 funds for GDOT's PE oversight expenses

3) The project is funded with CMAQ funds

4) The project is funded with an earmark identified in federal legislation and the local government/entity which secured the earmark (or MPO, if applicable) declines to allow GDOT to use a portion of the earmark for PE oversight expenses

5) The project is currently funded entirely with local funds; however, the local government intends to secure federal funding at a future date

Once the PE oversight process is implemented, it will be the responsibility of the GDOT Project Manager to work with the GDOT Office of Financial Management to establish an appropriate amount of federal-aid funded PE oversight funding, or work with the local government to secure locally sourced PE oversight funds.

If you approve of this process, please sign below. Once an acceptable process is developed and approved by both the Chief Engineer and Director of Planning, we will provide the finalized process to the Office of Program Control for distribution to the GDOT Project Managers and incorporation into future Project Framework Agreements. If you have any questions, please contact Matthew Fowler at 404-631-1777.

Approved: _____ 9/27/10
Todd I. Long, PE, PTOE, Director of Planning — Date

Approved: _____ 10/7/20
Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner — Date

ATA:MF

ATTACHMENT "D"
GDOT Oversight Estimate for Locally Administered Project

Friday, 03 14, 2014 1:00 PM

PI Number 0012624 **Project Number** NA

County Fayette **Project Length** 1.5 **Miles**

Project Manager Darryl VanMeter **Project Cost** $997,000.00

Project Type Multi-Use Path

Project Description Redwine Road & Starrs Mill School Complex and Multi-Use Path

Expected Life of Project 20.00 **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		$	-
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.GA. § 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: _____

3/2014

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.

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)

Attachment A

FY 2015 Budget - Capital Improvement Program (CIP) Plan

# of Projects	Source Funding	Dept	Funding Source	Project Description	Cap CIP Veh Equip	Total 5 Year CIP Plan	FY 2015	FY 2016	2016-2019 Total
44		Road		Quail Hollow Subdivision Full Depth Recycling		**297,800**	297,800	-	**-**
45	Grant	Road	Grant	Redwine Rd and Starrs Mill Multi-Use Path	CIP	**767,200**	100,000	667,200	**667,200**
46	100	Road	375	Redwine Rd and Starrs Mill Multi-Use Path	CIP	**191,800**	25,000	166,800	**166,800**
				Total - Road		**1,256,800**	**422,800**	**834,000**	**834,000**

Note: FY2014 CIP included $91,200 Federal; and $22,800 Fund 375 funding for Redwine Rd and Starrs Mill Multi-Use Path project.