Consent Agenda #5

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Carlos Christian
Meeting Date:	Thursday, April 10, 2014	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fayetteville for the Georgia Department of Transportation's multi-use bridge and accompanying path system project over State Route 54 near Piedmont Fayette Hospital (GDOT PI No. 0012878).

Background/History/Details:

The purpose of the Intergovernmental Agreement (IGA) is to allocate responsibilities from the Georgia Department of Transportation's (GDOT's) Project Framework Agreement (PFA) between Fayette County and the City of Fayetteville. In general, Fayetteville shall be responsible for ensuring that the requirements of the PFA are satisfied. This includes, among other items, design, permitting, and funding.

This relationship of Fayette County serving as the official sponsor with implementation and funding responsibilities delegated to the City was used to help ensure the project would get funding through the Atlanta Regional Commission and to take advantage of the County's "certified" status from the Georgia Department of Transportation (GDOT) to manage these types of projects.

Back-up information: Intergovernmental Agreement for the Allocation of Awarded Funds from the Transportation Alternatives Programs (GDOT PI 0012878).

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fayetteville for the Georgia Department of Transportation's multi-use bridge and accompanying path system project over State Route 54 near Piedmont Fayette Hospital (GDOT PI No. 0012878).

If this item requires funding, please describe:

Design and engineering for the projects requires a local match of up to $170,000. Via the Intergovernmental Agreement, the City of Fayetteville would be responsible for all local funding. There are no funding requirements for Fayette County.

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

Staff Notes:

This is an example of the City of Fayetteville and Fayette County working together for the betterment of all their citizens.

INTERGOVERNMENTAL AGREEMENT
FOR THE ALLOCATION OF AWARDED FUNDS FROM THE TRANSPORATION ALTERNATIVES PROGRAM (GDOT PI 0012878)

This Agreement is made by and entered into this ____ day of _____, 2014 by and between FAYETTE COUNTY, a political subdivision of the State of Georgia and CITY OF FAYETTEVILLE, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", each of whom has been duly authorized to enter into this Agreement to provide for the distribution of federal funds awarded through the Atlanta Regional Commission's (ARC) Transportation Alternatives Program (TAP).

WHEREAS, Fayette County, on behalf of the City, applied for and received an award from ARC for TAP funds to assist with the design and construction of a multi-use bridge and accompanying path system (the Project); and

WHEREAS, Fayette County has applied for and received "Qualification Certification" to administer federal aid projects and meets the eligibility requirements set forth in the Locally Administered Projects (LAP) Manual; and

WHEREAS, Fayette County and the City both realize that time is of the essence with TAP funds and seek to initiate the Project without undue delay; and

NOW THEREFORE, in consideration of the conditions as hereinafter provided, Fayette County and the City hereby agree as follows:

GENERAL

1. As the Project sponsor, Fayette County agrees to receive the awarded federal funds from GDOT for the Project and distribute said funds within 14 calendar days to the City for work completed and submitted in accordance with the terms and conditions specified in the Project Framework Agreement (PFA) between Fayette County and GDOT. A copy of the PFA is provided as **Attachment A** for reference.

2. The City shall be fully responsible for execution of the Project including preliminary engineering, right of way acquisition, and construction costs.

3. The City shall be fully responsible for payment of all local funding match requirements specific to the Project, as well as potential repayment of any expended federal funds if the Project does not proceed forward due to a lack of available funding in future Project phases, change in local priorities or cancellation of the Project by the City without concurrence by GDOT.

SCHEDULE

4. Time is of the Essence. Fayette County and the City agree to adhere to the schedule of activities provided in the PFA and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the City shall notify the County in writing of the proposed schedule change. If both concur, Fayette County shall then request approval of the change from GDOT, who will acknowledge the change through written

response letter; provided that GDOT shall have final authority for approving any change. GDOT may delay Project implementation if the City does not produce acceptable deliverables in accordance with the Project schedule.

INDEMNIFICATION

To the fullest extent permitted by law, the City agrees to hereby and does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to attorney's fees, incurred or suffered by the County that arise out of, or result from, the performance of the Work, which are not incurred or suffered due to the negligence of the County.

IN WITNESS THEREFORE, parties have hereunto set their hands and affixed their seals the day and year as first above written.

.

CITY OF FAYETTEVILLE,

GEORGIA

BY: _____

(SEAL)

Attest:

_____

FAYETTE COUNTY, GEORGIA

BY: _____

(SEAL)

Attest:

_____

ATTACHMENT A

Project Framework Agreement between the Georgia Department of Transportation

and FAYETTE County for PI 001278

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

FAYETTE COUNTY

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 **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 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.

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”).

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 represents100% 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”. <u>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.</u>

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

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.

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.

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

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

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

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

DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' exisiting 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

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

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

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

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.

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

BY: _____
Commissioner

ATTEST:

_____
Treasurer

FAYETTE COUNTY

BY: _____
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: _____

Revised: 12/2011

Attachment "A" Funding Sources and Distribution

Project No.: 0012878 Sponsor: FAYETTE COUNTY

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%	$749,000.00	$749,000.00	Federal	Local Government	0%	$0.00	Federal	80%	$749,000.00
2	0%	$0.00	$0.00	State		0%	$0.00	State	0%	$0.00
3	20%	$187,250.00	*N/A	Local		0%	$0.00	Local	20%	$187,250.00
4	0%	$0.00	$0.00	Other		0%	$0.00	Other	0%	$0.00
Total	100%	$936,250.00				0%	$0.00		100%	$936,250.00

*Total PE costs > $936,250.00 will be 100% Local

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	0%	$0.00	$0.00	Federal	Local Government	Local Government
2	0%	$0.00	$0.00	State		
3	100%	$170,000.00	*N/A	Local		
4	0%	$0.00	$0.00	Other		
Total	100%	$170,000.00				

*Total RW costs > $170,000.00 will be 100% Local

Utility Phase IV

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

Construction Phase III

	Construction - Phase III[3]				
	Percentage	CST Amount	Maximum CST Participation Amount ($)	Participant	Letting By:
1	0%	$0.00	$0.00	Federal	Local Govt
2	0%	$0.00	$0.00	State	
3	100%	$2,123,500.00	*N/A	Local	
4	0%	$0.00	$0.00	Other	
Total	100%	$2,123,500.00			

*Total Construction costs > $2,123,500.00 will be 100% Local

Construction Oversight Phases V & VI

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

Summary of Phases I Through III

	Grand Total - All Phases I through III			
	Percentage	TOTAL Amount	Maximum Participation Amount ($)	Participant
1	23%	$749,000.00	$749,000.00	Federal
2	0%	$0.00	$0.00	State
3	77%	$2,480,750.00	N/A	Local
4	0%	$0.00	$0.00	Other
Total	100%	$3,229,750.00		

[1]The 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.

[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.

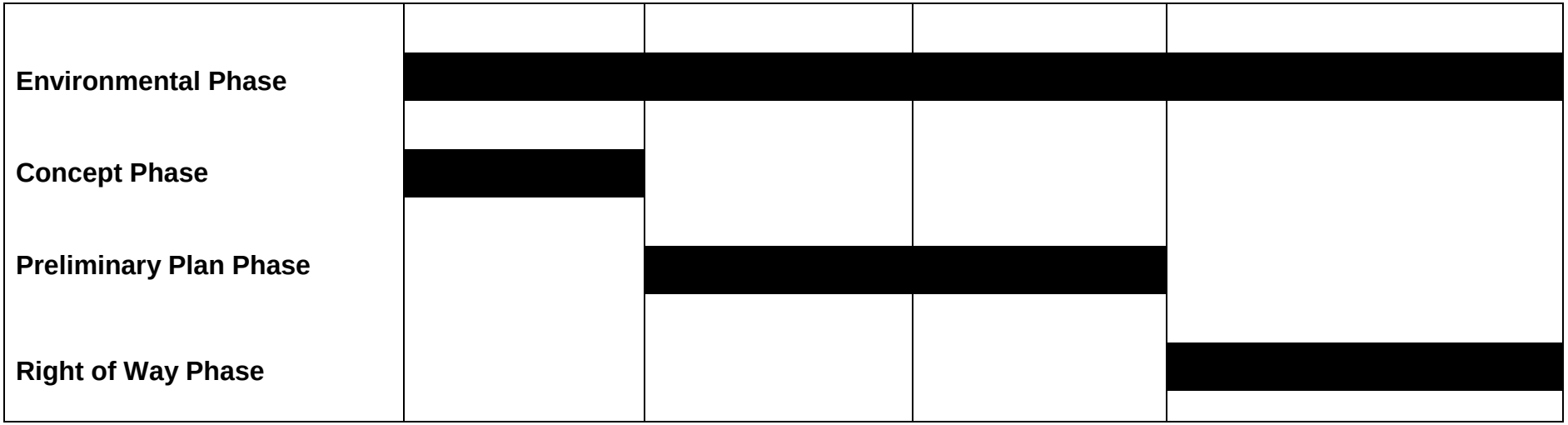
The GDOT Oversight check shall be remitted to the District Planning and Programming Engineer along with the signed Project Framework Agreement (PFA).

Revised: 12/2011

ATTACHMENT "B" Project Timeline

PI # 0012878 – Fayette County

Proposed Project Timeline



Deadlines for Responsible Parties	Execute Agreement	June 2014 (Approve Concept)	December 2014 (Approve Env. Document)	February, 2015 (Authorize Right of Way funds)	August, 2015 (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

ATTACHMENT "C"

0012878 FAYETTE

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

PI Number _____ **Project Number** _____

County _____ **Project Length** _____ **Miles**

Project Manager _____ **Project Cost** _____

Project Type _____

Project Description _____

Expected Life of Project _____ **Years**

N/A

Project Phase	Overs Hours		Oversight Cost
1. Project Initiation	0	$	0.00
2. Concept Developm		$	0.00
3. Database Preparation*	0	$	0.00
4. Preliminary		$	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"

Revised: 12/2011

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: _____

Revised: 12/2011

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)