

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Mindy Sanders

**Date:** July 10, 2017

**Subject:** **Approval of Project Agreement with Georgia DOT for the Georgetown Gateway**

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### **BACKGROUND**

The Georgetown Gateway project will provide complete street improvements on Chamblee Dunwoody Road between Cotillion Drive and Peeler Road. These improvements include a multiuse trail, sidewalk enhancements, lighting, and streetscaping elements along this section of the corridor, which currently lacks continuous sidewalks and bicycle facilities on both sides of the road. The plan development has progressed through concept and preliminary plan approval from the Georgia Department of Transportation (GDOT).

The Georgia Department of Transportation has recently awarded an additional \$160,000 of grant funding towards the design of the Georgetown Gateway project. A total of \$300,000 has previously be accepted by the city for this project. These grant funds require a 20% match from the city, which the city has satisfied though previous years' budgets. Therefore, no additional funding commitments are needed to satisfy this matching requirement.

### **RECOMMENDED ACTION**

Staff recommends accepting the additional \$160,000 by approving this supplemental project framework agreement with GDOT.

**PFA - SUPPLEMENTAL AGREEMENT NO. 2  
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)                   \$ 300,000  
REVISED PFA - PO VALUE (PE PHASE ONLY)               \$ 460,000**

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.

#8.

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

May 25, 2017

PI No. 0012875, DeKalb County  
CS 5156/CHAMBLEE DUNWOODY RD FROM COTILLION DR TO PEELER RD

The Honorable Mayor Dennis Shortal  
City of Dunwoody, DeKalb County  
41 Perimeter Center E  
Dunwoody, GA, 30346

Dear Mayor Shortal,

Enclosed is a PFA - Supplemental Agreement # 2 for the original Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the enclosed agreement and if satisfactory, provide signatures on the (4) originals, and return them to this Office at the following address:

Georgia Department of Transportation  
Office of Program Delivery  
Attn: Harley Griffin  
600 West Peachtree Street, NW, 25th Floor  
Atlanta, GA 30308

Once the signed agreements are received, they will be routed for GDOT signatures, and then City of Dunwoody will be sent one (1) copy of the fully executed agreement for the project file. As mentioned in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Harley Griffin at (678) 200-7973.

Sincerely,

Albert V. Shelby, III  
Director of Program Delivery

AVS:KWN:JTB:HGG  
Enclosures (4)

cc: Tim Golden, State Transportation Board Member, Congressional District 7

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: \_\_\_\_\_  
Denis Shortal  
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)?			Grand Total - Preliminary Engineering (Phase I)?	
Percentage	PE Amount	*Maximum PE Participation Amount (\$)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount	
1	80%	\$460,000	Federal		0%	\$0.00	Federal	80%	\$460,000	
2	0%	\$0.00	State		0%	\$0.00	State	0%	\$0.00	
3	20%	\$115,000	Local	LOCAL	0%	\$0.00	Local	20%	\$115,000	
4	0%	\$0.00	Other		0%	\$0.00	Other	0%	\$0.00	
<b>Total</b>	<b>100%</b>	<b>\$575,000</b>			<b>0%</b>	<b>\$0.00</b>		<b>100%</b>	<b>\$575,000</b>	

Right-of-Way - Phase II						Construction Oversight Phases V & VI		
Percentage	ROW Amount	*Maximum ROW Participation Amount (\$)	Participant	Acquisition By:	Acquisition Funds By:	Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:	
1	0%	\$0.00	Federal			LOCAL	LOCAL	
2	0%	\$0.00	State					
3	100%	\$316,000	Local	LOCAL	LOCAL GOVERNMENT			
4	0%	\$0.00	Other					
<b>Total</b>	<b>100%</b>	<b>\$316,000</b>				<b>100%</b>	<b>100%</b>	

Construction - Phase III				
Percentage	CST Amount	*Maximum CST Participation Amount (\$)	Participant	Letting By:
1	11%	\$540,000	Federal	
2	0%	\$0.00	State	
3	89%	\$4,208,347.25	Local	LOCAL
4	0	\$0.00	Other	
<b>Total</b>	<b>100%</b>	<b>\$4,748,347.25</b>		

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

Summary of All Phases I through VI				
Percentage	Total Amount (PE, ROW, CST & UTL)	*Maximum Participation Amount (\$)	Participant	Grand Total - Phases I through IV
1	15%	\$1,000,000	Federal	
2	0%	\$0.00	State	
3	85%	\$5,839,347.25	Local	
4	0	\$0.00	Other	
<b>Total</b>	<b>100%</b>	<b>\$6,839,347.25</b>		

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).

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

Note: ~~Revised 09/14/2012 or established for each funding phase.~~

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

**Proposed Project Schedule**

<b>Environmental Phase</b>					
<b>Concept Phase</b>					
<b>Preliminary Plan Phase</b>					
<b>Right of Way Phase</b>					

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

Approved: *Bill R. M. Mung* *5/14/14*  
Chief Engineer Date

Approved: *John Carr* *5/21/14*  
Director of Planning Date

Attachment



## 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.

<b>Oversight Responsibility Matrix - Next Phase of Project is <i>Included</i> in the Approved TIP/STIP + 2</b>									
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

<sup>1</sup> State match for oversight will be used if project is on state route system, Local match for oversight will be requested if off state route system.

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

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

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**GDOT Oversight Estimate for Oversight**

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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 of 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 contact, in whole or in part.

**6. Incorporation of Provisions**

The SPONSOR shall include the provisions of paragraphs (1) 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