



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
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MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: April 12, 2020

Subject: **Approval of Supplemental Agreement No. 1 with the Georgia Department of Transportation for the Chamblee Dunwoody – Georgetown Gateway Project**

BACKGROUND

In October the City Council approved a construction agreement with the Georgia Department of Transportation (GDOT) for the Chamblee Dunwoody-Georgetown Gateway project. The agreement provided for the city to receive \$4,888,810 of federal funds for construction and committed the city as the local sponsor to contribute the additional funds necessary to complete the project. The federal funding amount represented 80% of the construction contract which is the maximum allowable federal contribution.

The attached Supplemental Agreement No. 1 modifies the original construction agreement by increasing the federal funding contribution to \$5,200,000 due to the withdrawal of the original low bid by SD&C and the award to the 2nd low bidder, Lewallen Construction Company, Inc. The revised federal funding contribution represents 76% of the new construction cost and is the full amount that was programmed for the project in the Atlanta Regional Commission's Transportation Improvement Program or TIP.

RECOMMENDED ACTION

Staff recommends approval of the attached Supplemental Agreement No. 1 in order to access the full federal funding for this project.

SUPPLEMENTAL AGREEMENT NO. 1
 For An Executed
 CONSTRUCTION AGREEMENT
 By And Between
 DEPARTMENT OF TRANSPORTATION
 STATE OF GEORGIA
 And
 CITY OF DUNWOODY

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, made and entered into this _____ day of _____ 2021, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and LOCAL GOVERNMENT, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the DEPARTMENT and the SPONSOR heretofore DECEMBER 3, 2020 on, entered into an Agreement for Contract ID: 48400-425-IGDPD2100786 hereinafter called the "Original Contract", for the purpose of having the SPONSOR reimbursed federal funds for PI # 0012875, CS 5156/CHAMBLEE DUNWOODY RD FROM COTILLION DR TO PEELER RD, (this project proposes to reconstruct Chamblee Dunwoody Road providing bicycle and pedestrian accommodations from Cotillion Drive to Peeler Road in DeKalb) such work hereinafter called the "PROJECT", and

WHEREAS, the DEPARTMENT and the SPONSOR agree that additional money are needed for completion of the PROJECT leveling determination.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated DECEMBER 3, 2020, shall be modified as follows: Exhibit D, dated MARCH 23, 2021 shall be deleted and replaced with Exhibit D revised and dated.

All terms and conditions of the Original Contract dated DECEMBER 3, 2020, shall remain in full force and effect, except as modified, changed or amended by this Supplemental Agreement Number 1.

The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, all successors and assignees of the parties.

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

Recommended:

Department of Transportation

CITY OF DUNWOODY, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Mayor

Attest:

Signed, sealed and delivered
This ___ day of _____,
2021, in the presence of:

Treasurer

Witness

Notary Public

This Agreement, approved by
LOCAL GOVERNMENT,
the ___ day of _____, 2021

Attest:

Name and Title

Federal Employer Identification
Number:

EXHIBIT D

SPONSOR FEE SCHEDULE

Original Contract Dated DECEMBER 3, 2020

Revised, MARCH 23, 2021

(Original Contract Amount)

Maximum Federal Participation:	\$4,888,810.47
Local Participation	\$1,222,202.62
Original Total Contract Amount:	\$6,111,013.09

(Supplemental Agreement No. 1)

Federal Participation Amount	\$5,200,000.00
Local Participation:	\$1,640,799.56
Supplemental Total Contract:	\$6,840,799.56

Composite
(Original Contract and Supplemental Agreement No.1)

Maximum Federal Participation Amount	\$5,200,000.00
Local Participation:	\$1,640,799.56
Total Contract:	\$6,840,799.56

EXHIBIT A**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above Local/Municipality or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Signature

EXHIBIT B

CERTIFICATION OF THE CITY OF DUNWOODY

I hereby certify that I am the _____ and authorized representative of CITY OF DUNWOODY, whose address is _____ and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above LOCAL/MUNICIPALITY) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above LOCAL/MUNICIPALITY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Signature of Authorized Representative

Type or Print Name