

ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S



FOR PURCHASING USE ONLY

Tracking#

Contract# C-2012-147-SA2 Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Rockdale DOT Contact Name & Extension: Miguel Valentin x 7200
 Project Title and Brief Summary: GDOT Project Framework Agreement - Salem Gate Ext. Project - Suppl Agreement #2
 Term of Contract and/or Project: Indefinite - until project is constructed
 Vendor Name: GDOT Contact: Scott Lee
 Address/Phone#: 600 W. Peachtree Street, Atlanta, GA 30308 Phone: (770) 216-3871
 Contract \$ Reimbursement Contract Funding Source and Account Number #: Federal Funds & SPLOST
 Priority: NEXTBOCMTG / 30 / 60 / 90 (Choose One) Comments/Justify NEXTBOCKMTG:

Director/Elected Official Signature: Miguel Valentin Date: 08/12/16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 8/15/16 Date and Time: 8/15/16
 ITB RFP Agreement/Contract Change Order No # 1 GSA/SWC
 Approved Sole Source Other (specify): _____
 Projected BOC Meeting Date: _____
 Comments/Notes: C-2012-147 original contract
 Procurement Officer Signature: Jana Malone

FOR USE BY THE DIRECTOR OR FINANCE

Change order - Total project cost changed
 Date and Time Received: 8-15-16 Date and Time Out: 8-19-16
 Funding Source: match sploast Budget Amount: Match \$11.9 million 50%
 Finance Officer Signature: J Miller Total project cost \$23.4 million

FOR USE BY COUNTY ATTORNEY

Date and Time Received: 8/15/16
 Returned to Purchasing with comments Date and Time Out: _____
 Comments: _____
 Received from reroute (if applicable): Date and Time In: _____
 Approved as to form and Returned to Purchasing Date and Time Out: 8/30/16
 County Attorney Signature: _____

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 9/15/16, 2:11 pm Date and Time Out: _____
 Approved for Agenda Placement and Forwarded to County Clerk Agenda Date: _____
 Comments/Notes: _____
 Chief of Staff Signature: Dereck Sanders

2016-308



Agenda Item Summary: Item

MEETING DATE:

Requesting Department
RDOT

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Approval of Supplemental Agreement #2 to the GDOT Project Framework Agreement - Salem Gate Ext. Project

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approval of Supplemental Agreement

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*
 Yes No Supports the Economic Development and Quality of Life Goals

Summary & Background *(First sentence includes Department recommendation Provide an executive summary of the action that gives an overview of the relevant details for the item.)*
The Rockdale Department of Transportation recommends the Board approve the attached Supplemental Agreement #2 to the Salem Gate Extension Project Framework Agreement. This supplemental agreement will facilitate the reimbursement of PE design cost up to \$1,299,915 in Federal Funds for the design of this project.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements)*
This is a reimbursement Agreement - No Immediate Impact

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*
PFA Supplemental Agreement #2

Source of Additional Information *(Type Name, Title, Department and Phone)*
Miguel x 7200

Department Head/Director's Approval		Chief of Staff Approval
Typed Name and Title Miguel Valentin, P.E., Transportation Director	Phone 	
Signature 	Date 08/24/16	

**PFA - SUPPLEMENTAL AGREEMENT NO. 2
FOR AN
EXECUTED PROJECT FRAMEWORK AGREEMENT**

**BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
ROCKDALE COUNTY
FOR
PROJECT IDENTIFICATION (P.I.) NO.: 0006934
ACTIVE PURCHASE ORDER (P.O.) NO.**

**ORIGINAL PFA - PO VALUE (PE PHASE ONLY) \$
REVISED PFA - PO VALUE (PE PHASE ONLY) \$**

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 ROCKDALE COUNTY, acting by and through its Mayor, hereinafter referred to as the "SPONSOR".

WHEREAS, the DEPARTMENT and SPONSOR heretofore entered into an Agreement dated 12/23/2005, hereinafter called the "ORIGINAL AGREEMENT", for the purpose of constructing Salem Gate Extension from Old Covington Highway to Flat Shoals Road, Georgia Department of Transportation PI 0006934, 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 dated 7/12/2016.

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, 12/23/2005, with Attachments A through G.

Except as modified, changed or amended, all terms and conditions of the ORIGINAL AGREEMENT dated 12/23/2005, shall remain in full force and effect.

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

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

DEPARTMENT OF
TRANSPORTATION

ROCKDALE COUNTY

BY: _____
Commissioner

BY:

Richard A. Oden
Chairman & CEO

ATTEST:

Treasurer

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

Witness

Notary Public

This Agreement approved
the ____ day of
____, 20__.

Attest

Clerk

FEIN: _____

Approved as to form

M. Qader A. Baig, County Attorney

Attachment "A" Funding Sources and Distribution

Project 0006934 Sponsor: Rockdale County County: Rockdale

Attach "Project Manager" Project Charging Form for Approval

Preliminary Engineering (Design) - Phase I				**GDOT Oversight for PE (Phase I) ²				Grand Total - Preliminary Engineering (Phase I) ²				
Percentage	PE Amount	*Maximum PE Participation Amount (\$)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount	Participant	Amount	
87%	\$1,299,915.00	\$1,299,915.00	Federal	LOCAL	80%	\$40,000.00	Federal	100%	\$1,339,915.00	Federal	\$1,339,915.00	
0%	\$0.00	\$0.00	State		20%	\$10,000.00	State		1%	\$10,000.00	State	\$10,000.00
13%	\$200,000.00	N/A	Local		0%	\$0.00	Local		13%	\$200,000.00	Local	\$200,000.00
0%	\$0.00	\$0.00	Other		0%	\$0.00	Other		0%	\$0.00	Other	\$0.00
Total	\$1,499,915.00				100%	\$50,000.00		100%	\$1,549,915.00			

Right-of-Way - Phase II				Acquisition Funds By:			
Percentage	ROW Amount	*Maximum ROW Participation Amount (\$)	Participant	Acquisition By:	Percentage	Amount	Participant
0%	\$0.00	\$0.00	Federal	LOCAL	100%	\$9,083,000.00	LOCAL GOVERNMENT
0%	\$0.00	\$0.00	State				
100%	\$9,083,000.00	N/A	Local				
0%	\$0.00	\$0.00	Other				
Total	\$9,083,000.00						

Construction Phases V & VI		GDOT Oversight for Phase III CST	
Percentage	Amount	Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:
100%	\$12,800,000.00	LOCAL	LOCAL
Total	\$12,800,000.00	100%	100%

Construction - Phase III				Letting By:			
Percentage	CST Amount	*Maximum CST Participation Amount (\$)	Participant	Letting By:	Percentage	Amount	Participant
80%	\$10,240,000.00	\$10,240,000.00	Federal	LOCAL	100%	\$12,800,000.00	LOCAL
0%	\$0.00	\$0.00	State				
20%	\$2,560,000.00	N/A	Local				
0%	\$0.00	\$0.00	Other				
Total	\$12,800,000.00						

Utility Relocation				Railroad			
Percentage	Utility Amount	*Maximum Utility Participation Amount (\$)	Participant	Percentage	Railroad Amount	*Maximum RR Participation Amount (\$)	Participant
0%	\$0.00	\$0.00	Federal	0%	\$0.00	\$0.00	Federal
0%	\$0.00	\$0.00	State	0%	\$0.00	\$0.00	State
100%	\$88,000.00	N/A	Local	100%	\$0.00	N/A	Local
0%	\$0.00	\$0.00	Other	0%	\$0.00	\$0.00	Other
Total	\$88,000.00				\$0.00		

Grand Total - Phases I through IV			
Percentage	Total Amount (PE, ROW, CST & UTL)	*Maximum Participation Amount (\$)	Participant
49%	\$11,579,915.00	\$11,579,915.00	Federal
0.1%	\$10,000.00	\$0.00	State
50.9%	\$11,931,000.00	N/A	Local
0	\$0.00	N/A	Other
Total	\$23,510,915.00		

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

* The maximum allowable GDOT participating amounts are shown above. The Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

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

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

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

**ATTACHMENT 'B'
PI 0006934 Rockdale County**

Proposed Project Schedule

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	(Approve Concept)	(Approve Env. Document)	(Authorize Right of Way funds)	(Authorize Const. funds)
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Sep 2016	N/A	Dec 2018	Dec 2019	Jun 2021
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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. McManis 5/14/14
Chief Engineer Date

Approved: John A. ... 5/21/14
Director of Planning Date

Attachment

"Oversight Funding Responsibility Matrix for locally Sponsored Projects"

- (1) If a project does not have a subsequent phase programmed in the currently approved TIP/STIP+2, oversight funding (for all remaining phases of PE, ROW, CST & UTL) will be the responsibility of the local government regardless of PE fund source.
- (2) If a project does have a subsequent project phase programmed in the currently approved TIP/STIP+2, see phase oversight funding responsibility breakdown in the table below.

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

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

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

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

ATTACHMENT "D"**GDOT Oversight Estimate for Locally Administered Project**

PI Number	<input type="text" value="0006934"/>	Project Number	<input type="text"/>
County	<input type="text" value="Rockdale"/>	Project Length	<input type="text" value="0.8"/> Miles
Project Manager	<input type="text"/>	Project Cost	<input type="text" value="\$20,388,112.32"/>
Project Type	<input type="text" value="New construction"/>		
Project Description	<input type="text" value="Salem Gate Extension from Old Covington Hwy to Flat Shoals Road"/>		

Expected Life of Project **Years**

Project Phase	Oversight Hours	Oversight Cost
1. Project Initiation	60	\$3,000.00
2. Concept Development	187	\$9,000.00
3. Database Preparation*	40	\$2,000.00
4. Preliminary Design	275	\$12,000.00
5. Environmental	329	\$12,000.00
6. Final Design	280	\$12,000.00
7. Travel Expenses	0	\$0.00
Total Oversight Estimate	1,145	\$50,000.00
Percentage of Project Cost	0.40%	

**ATTACHMENT "E"
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Rockdale County

Contract No. and Name: PI # 0006934 I-20 Non-access Bridge -
Courtesy Parkway Extension (aka Salem Gate Ext.)

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.

381341

381341
E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

12/28/2010

12/28/2010
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 Rockdale County 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 county _____ 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

Richard A. Oden, BOC Chairman & CEO

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The 1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on Environmental Justice (EJ)
Executive Order 13166 on Limited English Proficiency (LEP)

ATTACHMENT F

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

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

1. Compliance with Regulations

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

2. Nondiscrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Noncompliance

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

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

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (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.

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: Rockdale County

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