

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

OFFICE OF DESIGN POLICY & SUPPORT
INTERDEPARTMENTAL CORRESPONDENCE

FILE P.I. # 0007310 OFFICE Design Policy & Support
CSHPP-0007-00(310)
Fulton County
GDOT District 7 - Metro Atlanta DATE 10/16/2013
SR 120 from CR 78/Webb Bridge Way to SR 141 -
Phase II
Pedestrian and Operational Improvements

FROM  for Brent Story, State Design Policy Engineer

TO SEE DISTRIBUTION

SUBJECT APPROVED REVISED CONCEPT REPORT

Attached is the approved Revised Concept Report for the above subject project.

Attachment

DISTRIBUTION:

Bobby Hilliard, Program Control Administrator
Genetha Rice-Singleton, State Program Delivery Engineer
Glenn Bowman, State Environmental Administrator
Cindy VanDyke, State Transportation Planning Administrator
Ben Rabun, State Bridge Engineer
Kathy Zahul, State Traffic Engineer
Angela Robinson, Financial Management Administrator
Lisa Myers, State Project Review Engineer
Charles "Chuck" Hasty, State Materials Engineer
Mike Bolden, State Utilities Engineer
Paul Tanner, Asst. State Transportation Data Administrator
Attn: Systems & Classification Branch
Jeff Fletcher, Statewide Location Bureau Chief
Emmanuella Myrthil, State Safety Program Coordinator
Rachel Brown, District Engineer
Scott Lee, District Preconstruction Engineer
Sharon Witherspoon, Acting District Utilities Engineer
Peter Emanuel, Project Manager
BOARD MEMBER - 6th Congressional District

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
REVISED PROJECT CONCEPT REPORT**

| | |
|---|--------------------------------|
| Project Type: <u>Minor Project</u> | P.I. Number: <u>0007310</u> |
| GDOT District: <u>7</u> | County: <u>Fulton</u> |
| Federal Route Number: <u>N/A</u> | State Route Number: <u>120</u> |
| Project Number: <u>CSHPP-0007-00(310)</u> | |

The original concept report proposed sidewalk/trails along SR120 from Webb Bridge Road to Medlock Bridge Road. The revised concept report adds turn lanes, curb and gutter, pedestrian crossings, bike lanes and sidewalks along SR120 / Abbotts Bridge Road from Jones Bridge Road to Parsons Road (west). The reason for the change is to improve operation, and safety in addition to pedestrian connectivity.

Submitted for approval:

| | |
|---|------------------|
| <u>Kari Ward, Stantec</u> | <u>8/26/2013</u> |
| Consultant Designer and Firm | DATE |
| <u>[Signature]</u> | <u>8-26-2013</u> |
| Local Government | DATE |
| <u>Benedict Pine - GDOT</u> | <u>9/6/2013</u> |
| Office Head (GDOT Project Manager's Office) | DATE |
| <u>[Signature]</u> | <u>8-29-2013</u> |
| GDOT Project Manager | DATE |

Recommendation for approval:

| | |
|---|------------------|
| <u>* Glenn Bowman / KLP</u> | <u>9-23-2013</u> |
| State Environmental Administrator (recommendation required) | DATE |
| <u>* Kathy Zahul / KLP</u> | <u>10-9-2013</u> |
| State Traffic Engineer | DATE |
| <u>* Recommendation on file</u> | |

The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Plan (RTP) and/or the State Transportation Improvement Program (STIP).

| | |
|---|----------------|
| <u>Cynthia A. Kruppo</u> | <u>9-17-13</u> |
| State Transportation Planning Administrator (recommendation required) | DATE |

PLANNING, APPROVED CONCEPT, & BACKGROUND DATA

Project Justification Statement: *The purpose of this project is to reduce traffic congestion and provide better pedestrian connectivity along SR120 / Abbotts Bridge Road from Jones Bridge Road to Parsons Road (west). The proposed improvements are part of a larger network of existing, programmed, and planned operation and safety projects along SR 120 to reduce traffic congestion and provide alternative modes of transportation in the region. The project is located in North Fulton County in the City of Johns Creek. The project is in the Atlanta Regional Commission (ARC) MPO Project TIP # FN-AR-BP076B.*

During the course of design, operational deficiencies along the SR 120 corridor were identified as a high priority for the City. These proposed improvements became even more critical with the kickoff of two federally funded projects; PI 721000 and PI 0010418, which connects and/or overlaps with PI 0007310. Both projects will widen SR 120 (Kimball Bridge Road/Abbotts Bridge Road) but create an overlap if no additional operational improvements are completed. The City weighed the benefit cost ratio for the needed improvements, and rescoped this project to install operational and safety improvements, as well as pedestrian connectivity from Jones Bridge Road to Parsons Road (west).

The project will connect pedestrians to activity centers such as retail, schools and libraries in the City along the corridor; providing alternate modes of transportation and reducing local vehicular trip from the roadways. In addition, the project will connect trails on the City's approved Trail systems thus creating loops that provide greater pedestrian connectivity in the City.

Annual Average Daily Traffic (AADT):

| Roadway | Existing 2013 | No Build 2035 |
|---|---------------|---------------|
| SR120 / Abbotts Bridge Road from Jones Bridge Road to Parsons Road (west) | 22,147 | 24,550 |

According to GDOT accident data, there were ¹³⁹104 reported accidents between the years of 2010 and 2013. There were 5 non-vehicular and 0 fatalities. *July*

| Year | 2010 | 2011 | 2012 | 2013* | Total |
|---------------|-----------------|----------------|------|-----------------|-------|
| Total Crashes | 3842 | 353 | 37 | 2922 | 104 |

*Jan-Jul 28, 2013

All intersections within the project limits, except for Jones Bridge Road, have adequate peak hour operations with an overall LOS ranging from A to D for the 2013 existing and 2035 no build design year.

| Existing & No Build Levels of Service | | | Levels of Service (LOS) & Seconds of Delay (0.0) | | | |
|---|---------|----------|--|--------|---------------|--------|
| Intersection of SR 120/ Abbotts Bridge Road with | Control | Approach | 2013 Existing | | 2035 No Build | |
| | | | AM | PM | AM | PM |
| Jones Bridge Rd | Signal | Overall | D (49) | F (87) | F (84) | F(128) |

Description of the approved concept:

The project consists of installing a trail and sidewalk along SR 120 between Webb Bridge Way (Mile Marker 12.83) and Medlock Bridge Road (Mile Marker 15.71). The speed limit is 45 mph.

- Johns Creek Greenway (approximately 0.25 miles) – On the north side of SR 120, the project consists of installing a 10 foot multi-use trail from Webb Bridge Road to Jones Bridge Road; the existing 5 foot sidewalk from Fox Road to Jones Bridge Road will be widened to a 10 foot multi-use trail.*

2. *Johns Creek Sidewalk (approximately 1.99 miles) – On the south side of SR 120, the project consists of installing a 5 foot sidewalk from Jones Bridge Road to Medlock Bridge Road where no sidewalk exists.*

The horizontal and vertical alignments for the two-lane pavement will remain. No changes will be made to sections where sidewalk and curb and gutter exist. Concrete sidewalks will be added where no sidewalk exists. The proposed typical section will be (from the edge of the existing pavement): a 2.5' concrete curb and gutter curb, a 0-6' (varies) grassed strip, a 5.0' concrete sidewalk, and a 2.5'-6' (varies) grass strip behind the sidewalk. Grass strip varies to avoid power poles and historic properties.

PDP Classification: Major Minor
Federal Oversight: Full Oversight Exempt State Funded Other

Projected Traffic as shown in the approved Concept Report: AADT
 Open Year (2011): 20,703 Design Year (2030): N/A

Updated Traffic: AADT
 Open Year (2015): 22,350 Design Year (2035): 24,550

Functional Classification (Mainline): Urban Minor Arterial Street
VE Study anticipated: No Yes Completed – Date:

PROPOSED REVISIONS

| Approved Features: | Proposed Features: |
|--|--|
| <p><i>Typical section:</i> Concrete sidewalks will be added where no sidewalk exists. The proposed typical section will be (from the edge of the existing pavement): a 2.5' concrete curb and gutter curb, a 0-6' (varies) grassed strip, a 5.0' concrete sidewalk, and a 2.5'-6' (varies) grass strip behind the sidewalk.</p> <p><i>Project termini:</i> SR 120 from Webb Bridge Way (Mile Marker 12.83) to Medlock Bridge Road (Mile Marker 15.71).</p> | <p><i>Typical section:</i> The proposed typical section would consist of two 12' travel lanes, a 22' median (includes a 3' paved shoulder on both sides and 16' raised landscape median), and a 7' bike lane on both sides of the roadway (includes a 3' buffer). Left-turn lanes would be added where necessary. The project would include construction of a 5' sidewalk along the south side of the roadway, and a multi-use trail varying in width from 8' to 10' along the north side.</p> <p><i>Project termini:</i> SR120 / Abbotts Bridge Road from Jones Bridge Road (Mile Marker 13.21) to Parsons Road (west) (Mile Marker 14.21).</p> |

Reason(s) for change: During the course of design, operational deficiencies along the SR 120 corridor were identified as a high priority for the City. These proposed improvements became even more critical with the kickoff of two federally funded projects; PI 721000 and PI 0010418, which connects and/or overlaps with PI 0007310. Both projects will widen SR 120 (Kimball Bridge Road/Abbotts Bridge Road) but create an overlap if no additional operational improvements are completed. The City weighed the benefit cost ratio for the needed improvements, and rescoped this project to install operational and safety improvements, as well as pedestrian connectivity from Jones Bridge Road to Parsons Road (west).

Handwritten: Kbb pedestrian

ENVIRONMENTAL

Project Air Quality:
 Is the project located in a PM 2.5 Non-attainment area? No Yes
 Is the project located in an Ozone Non-attainment area? No Yes
 Is a Carbon Monoxide hotspot analysis required? No Yes

This project is included in the regional transportation model, FN-AR-BP076B. This project is air-quality exempt because it does not increase capacity.

Potential environmental impacts of proposed revision:

No anticipated environmental effects. No anticipated effects to the environmental project schedule.

Have proposed revisions been reviewed by environmental staff? No Yes

Environmental responsibilities (Studies/Documents/Permits): *City of Johns Creek*

PROJECT COST & ADDITIONAL INFORMATION

| Updated Cost Estimate | | Date of Estimate |
|---------------------------------|------------------------|------------------|
| Base Construction Cost: | \$ 2,132,331.37 | 8/20/2013 |
| Engineering and Inspection: | \$ 106,616.57 | 8/20/2013 |
| Liquid AC Adjustment: | \$ 256,444.28 | 8/20/2013 |
| <u>Total Construction Cost:</u> | \$ 2,495,392.22 | |
| | | |
| Right-of-Way: | \$ 393,150.00 | 8/19/2013 |
| | | |
| Utilities (reimbursable costs): | \$ 0.00 | 10/3/2013 |
| | | |
| Environmental Mitigation: | None | 8/20/2013 |
| | | |
| TOTAL PROJECT COST: | \$ 2,913,542.22 | |

Recommendation: Recommend that the proposed revision to the concept be approved for implementation.

Attachments:

- | | |
|---------------------------------------|---|
| 1. Site Location Map | 6. Traffic Diagrams |
| 2. Cost Estimate(s) | 7. Capacity Analysis Summary <i>+ Accident data</i> |
| 3. Typical Section | 8. Project Framework Agreement (PFA) |
| 4. Concept Layout | 9. Schedule Review Meeting Minutes 2013-07-16 |
| <i>AP</i> 5. Accident Data | 10. QC/QA Certification Letter |

APPROVALS

Concur: *Kyle Carpenter* 10/8/2013
 Director of Engineering

Approve: *Allen M. M...*
 Chief Engineer

10/11/13
 Date

0007310 CES 2013-08-20.txt
 STATE HIGHWAY AGENCY
 JOB ESTIMATE REPORT

DATE : 08/20/2013

JOB NUMBER : 0007310 SPEC YEAR: 01
 DESCRIPTION: SR120 (JONES BRIDGE RD - PARSONS RD)

ITEMS FOR JOB 0007310

| LINE | ITEM | ALT | UNITS | DESCRIPTION | QUANTITY | PRICE | AMOUNT |
|------|----------|-----|-------|--|-----------|-----------|-----------|
| 0001 | 150-1000 | | LS | TRAFFIC CONTROL - 0007310 | 1.000 | 60000.00 | 60000.00 |
| 0002 | 210-0100 | | LS | GRADING COMPLETE - 0007310 | 1.000 | 100000.00 | 100000.00 |
| 0003 | 310-1101 | | TN | GR AGGR BASE CRS, INCL MATL | 9500.000 | 5.51 | 52413.21 |
| 0004 | 318-3000 | | TN | AGGR SURF CRS | 120.000 | 6.97 | 837.11 |
| 0005 | 402-1812 | | TN | RECYL AC LEVELING,INC BM&HL | 2300.000 | 74.81 | 172067.44 |
| 0006 | 402-3130 | | TN | RECYL AC 12.5MM SP,GP2,BM&HL | 3400.000 | 9.78 | 33262.61 |
| 0007 | 402-3190 | | TN | RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL | 4600.000 | 70.83 | 325832.03 |
| 0008 | 402-3121 | | TN | RECYL AC 25MM SP,GP1/2,BM&HL | 4300.000 | 36.33 | 156229.79 |
| 0009 | 413-1000 | | GL | BITUM TACK COAT | 2800.000 | 1.27 | 3571.12 |
| 0010 | 441-0016 | | SY | DRIVEWAY CONCRETE, 6 IN TK | 140.000 | 10.46 | 1464.75 |
| 0011 | 441-4020 | | SY | CONC VALLEY GUTTER, 6 IN | 30.000 | 7.05 | 211.67 |
| 0012 | 634-1200 | | EA | RIGHT OF WAY MARKERS | 10.000 | 51.94 | 519.48 |
| 0013 | 441-6222 | | LF | CONC CURB & GUTTER/ 8"X30"TP2 | 10500.000 | 1.96 | 20637.12 |
| 0014 | 444-1000 | | LF | SAWED JTS IN EXIST PVMTS - PCC | 2500.000 | 5.48 | 13723.10 |
| 0015 | 432-5010 | | SY | MILL ASPH CONC PVMT,VARB DEPTH | 27300.000 | 0.97 | 26579.55 |
| 0016 | 441-0104 | | SY | CONC SIDEWALK, 4 IN | 2600.000 | 20.24 | 52624.00 |
| 0017 | 441-0106 | | SY | CONC SIDEWALK, 6 IN | 4750.000 | 29.21 | 138747.50 |
| 0018 | 441-0303 | | EA | CONC SPILLWAY, TP 3 | 1.000 | 1580.59 | 1580.59 |
| 0019 | 441-0304 | | EA | CONC SPILLWAY, TP 4 | 1.000 | 1637.18 | 1637.19 |
| 0021 | 643-8300 | | LF | ORNAMENTAL FENCE | 1000.000 | 90.00 | 90000.00 |
| 0022 | 607-3000 | | SF | STONE FACING | 7600.000 | 21.00 | 159600.00 |
| 0023 | 500-3201 | | CY | CL B CONC, RET WALL | 470.000 | 430.90 | 202523.11 |
| 0024 | 500-3120 | | LF | CLASS A CONCRETE, TYPE P3, RETAINING WAL | 150.000 | 500.00 | 75000.00 |
| 0025 | 515-2020 | | LF | GALV STEEL PIPE HDRAIL,2",ROUD | 1000.000 | 1.07 | 1073.32 |
| 0032 | 641-1200 | | LF | GUARDRAIL, TP W | 1000.000 | 7.41 | 7412.82 |
| 0033 | 641-5001 | | EA | GUARDRAIL ANCHORAGE, TP 1 | 4.000 | 673.22 | 2692.90 |
| 0034 | 641-5012 | | EA | GUARDRAIL ANCHORAGE, TP 12 | 4.000 | 1883.05 | 7532.23 |
| 0035 | 643-8200 | | LF | BARRIER FENCE (ORANGE), 4 FT | 1000.000 | 18.54 | 18549.30 |
| 0038 | 636-1020 | | SF | HWY SGN,TP1MAT,REFL SH TP3 | 100.000 | 29.67 | 2967.48 |
| 0039 | 636-1029 | | SF | HWY SGN,TP2 MATL,REFL SH TP 3 | 200.000 | 2.79 | 559.45 |
| 0040 | 636-1033 | | SF | HWY SIGNS, TP1MAT,REFL SH TP 9 | 50.000 | 76.44 | 3822.06 |
| 0041 | 636-2070 | | LF | GALV STEEL POSTS, TP 7 | 400.000 | 32.66 | 13066.17 |
| 0042 | 653-0120 | | EA | THERM PVMT MARK, ARROW, TP 2 | 50.000 | 69.54 | 3477.16 |
| 0044 | 652-0210 | | EA | PAVEMENT MARKING, WORD, TP 1 | 2.000 | 37.75 | 75.50 |
| 0045 | 653-1501 | | LF | THERMO SOLID TRAF ST 5 IN, WHI | 9000.000 | 0.32 | 2957.67 |
| 0046 | 653-1502 | | LF | THERMO SOLID TRAF ST, 5 IN YEL | 5000.000 | 0.44 | 2216.10 |
| 0047 | 653-3501 | | GLF | THERMO SKIP TRAF ST, 5 IN, WHI | 9000.000 | 0.81 | 7378.92 |
| 0048 | 653-6004 | | SY | THERM TRAF STRIPING, WHITE | 2000.000 | 5.88 | 11772.90 |
| 0050 | 654-1001 | | EA | RAISED PVMT MARKERS TP 1 | 50.000 | 15.55 | 777.88 |
| 0051 | 654-1003 | | EA | RAISED PVMT MARKERS TP 3 | 50.000 | 7.00 | 350.06 |
| 0052 | 550-1180 | | LF | STM DR PIPE 18",H 1-10 | 3000.000 | 14.22 | 42688.47 |
| 0053 | 550-1240 | | LF | STM DR PIPE 24",H 1-10 | 300.000 | 50.91 | 15273.48 |
| 0054 | 550-1300 | | LF | STM DR PIPE 30",H 1-10 | 300.000 | 80.30 | 24092.69 |
| 0057 | 550-4218 | | EA | FLARED END SECT 18 IN, ST DR | 4.000 | 463.15 | 1852.64 |
| 0058 | 550-4224 | | EA | FLARED END SECT 24 IN, ST DR | 2.000 | 583.77 | 1167.54 |
| 0065 | 550-4230 | | EA | FLARED END SECT 30 IN, ST DR | 2.000 | 718.79 | 1437.58 |
| 0066 | 668-1100 | | EA | CATCH BASIN, GP 1 | 16.000 | 2074.42 | 33190.84 |
| 0068 | 668-2100 | | EA | DROP INLET, GP 1 | 10.000 | 1743.90 | 17439.03 |
| 0070 | 550-1240 | | LF | STM DR PIPE 24",H 1-10 | 131.000 | 54.24 | 7106.17 |
| 0202 | 668-1100 | | EA | CATCH BASIN, GP 1 | 30.000 | 2074.42 | 62232.82 |
| 0212 | 668-4300 | | EA | STORM SEW MANHOLE, TP 1 | 1.000 | 1742.24 | 1742.25 |
| 0217 | 163-0232 | | AC | TEMPORARY GRASSING | 2.000 | 278.80 | 557.60 |
| 0222 | 163-0300 | | EA | CONSTRUCTION EXIT | 2.000 | 1221.45 | 2442.92 |
| 0227 | 163-0528 | | LF | CONSTR AND REM FAB CK DAM -TP C SLT FN | 1000.000 | 1.06 | 1061.78 |
| 0232 | 163-0529 | | LF | CNST/REM TEMP SED BAR OR BLD STRW CK DM | 1000.000 | 17.22 | 17224.05 |
| 0237 | 163-0542 | | EA | CONSTR & REM STONE FILTER RING | 2.000 | 456.38 | 912.77 |
| 0242 | 163-0550 | | EA | CONS & REM INLET SEDIMENT TRAP | 16.000 | 112.08 | 1793.43 |
| 0247 | 165-0030 | | LF | MAINT OF TEMP SILT FENCE, TP C | 10500.000 | 0.73 | 7736.40 |
| 0252 | 165-0041 | | LF | MAINT OF CHECK DAMS - ALL TYPES | 800.000 | 1.01 | 811.26 |
| 0257 | 165-0071 | | LF | MAINT OF SEDIMENT BARRIER - BALED STRAW | 1000.000 | 2.88 | 2889.42 |
| 0262 | 165-0101 | | EA | MAINT OF CONST EXIT | 2.000 | 574.22 | 1148.45 |
| 0267 | 167-1000 | | EA | WATER QUALITY MONITORING AND SAMPLING | 2.000 | 18.95 | 37.91 |
| 0272 | 167-1500 | | MO | WATER QUALITY INSPECTIONS | 12.000 | 484.96 | 5819.53 |
| 0277 | 171-0030 | | LF | TEMPORARY SILT FENCE, TYPE C | 5500.000 | 2.03 | 11215.33 |
| 0282 | 603-2018 | | SY | STN DUMPED RIP RAP, TP 1, 18" | 30.000 | 35.29 | 1058.70 |
| 0287 | 603-7000 | | SY | PLASTIC FILTER FABRIC | 30.000 | 4.12 | 123.69 |
| 0292 | 700-6910 | | AC | PERMANENT GRASSING | 4.000 | 748.16 | 2992.65 |
| 0297 | 700-7000 | | TN | AGRICULTURAL LIME | 12.000 | 8.33 | 100.02 |
| 0302 | 700-8000 | | TN | FERTILIZER MIXED GRADE | 1.000 | 476.46 | 476.46 |
| 0307 | 700-8100 | | LB | FERTILIZER NITROGEN CONTENT | 1600.000 | 1.87 | 3006.70 |
| 0312 | 710-9000 | | SY | PERM SOIL REINFORCING MAT | 2400.000 | 0.47 | 1150.75 |
| 0317 | 716-2000 | | SY | EROSION CONTROL MATS, SLOPES | 2400.000 | 0.17 | 431.09 |
| 0322 | 700-9300 | | SY | SOD | 6000.000 | 0.02 | 123.66 |
| 0332 | 702-0007 | | EA | ACER BUERGERANUM - TRIDENT MAPLE | 15.000 | 250.00 | 3750.00 |
| 0337 | 702-0030 | | EA | ACER RUBRUM - OCTOBER CLORY RED MAPLE | 15.000 | 350.00 | 5250.00 |
| 0342 | 702-0183 | | EA | CORNUS KOUSA - CHINESE DOGWOOD | 15.000 | 350.00 | 5250.00 |
| 0347 | 702-0358 | | EA | ILEX CORNUTA - HOLLY | 200.000 | 55.00 | 11000.00 |
| 0352 | 702-0489 | | EA | JUNIPERUS CHINENSIS - JUNIPER | 1500.000 | 15.00 | 22500.00 |
| 0357 | 702-0559 | | EA | LIRIOPE MUSCARI - LILY TURF | 7500.000 | 5.00 | 37500.00 |

ITEM TOTAL 2132331.38
 INFLATED ITEM TOTAL 2132331.37

TOTALS FOR JOB 0007310

ESTIMATED COST: 2132331.37
 CONTINGENCY PERCENT (0.0) : 0.00
 ESTIMATED TOTAL: 2132331.37

PROJ. NO.: CSHPP-0007-00(310)

P.I. NO. 0007310

DATE: 8/20/2013

| | | | |
|-----------------------------------|----|----|---------------------|
| Base Construction Cost | | \$ | 2,132,331.37 |
| E & I | 5% | \$ | 106,616.57 |
| Construction Contingency | | \$ | - |
| Subtotal Construction Cost | | \$ | <u>2,238,947.94</u> |
| Liquid AC Adjustment (50 % cap) | | \$ | <u>256,444.28</u> |
| Total Construction Cost | | \$ | <u>2,495,392.22</u> |

PROJ. NO.

CSHPP-0007-00(310)

CALL NO.

P.I. NO.

0007310

DATE

8/7/2013

INDEX (TYPE)

REG. UNLEADED

Aug-13

\$ 3.486

DIESEL

\$ 3.857

LIQUID AC

\$ 576.00

Link to Fuel and AC Index:

<http://www.dot.ga.gov/doingbusiness/Materials/Pages/asphaltcementindex.aspx>

LIQUID AC ADJUSTMENTS

PA=[((APM-APL)/APL)]xTMTxAPL

Asphalt

Price Adjustment (PA)

252288

\$

252,288.00

Monthly Asphalt Cement Price month placed (APM)

Max. Cap

60%

\$

921.60

Monthly Asphalt Cement Price month project let (APL)

\$

576.00

Total Monthly Tonnage of asphalt cement (TMT)

730

| ASPHALT | Tons | %AC | AC ton |
|-----------|--------------|------|------------|
| Leveling | 2300 | 5.0% | 115 |
| 12.5 OGFC | | 5.0% | 0 |
| 12.5 mm | 3400 | 5.0% | 170 |
| 9.5 mm SP | | 5.0% | 0 |
| 25 mm SP | 4300 | 5.0% | 215 |
| 19 mm SP | 4600 | 5.0% | 230 |
| | 14600 | | 730 |

BITUMINOUS TACK COAT

Price Adjustment (PA)

\$ 4,156.28

\$

4,156.28

Monthly Asphalt Cement Price month placed (APM)

Max. Cap

60%

\$

921.60

Monthly Asphalt Cement Price month project let (APL)

\$

576.00

Total Monthly Tonnage of asphalt cement (TMT)

12.02628258

Bitum Tack

| Gals | gals/ton | tons |
|------|----------|------------|
| 2800 | 232.8234 | 12.0262826 |

PROJ. NO.

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0007310

DATE

8/7/2013

BITUMINOUS TACK COAT (surface treatment)

| | | | | | | | | |
|--|--|----------|-----|----|--------|----------|----|---|
| Price Adjustment (PA) | | | | | | 0 | \$ | - |
| Monthly Asphalt Cement Price month placed (APM) | | Max. Cap | 60% | \$ | 921.60 | | | |
| Monthly Asphalt Cement Price month project let (APL) | | | | \$ | 576.00 | | | |
| Total Monthly Tonnage of asphalt cement (TMT) | | | | | 0 | | | |

| Bitum Tack | SY | Gals/SY | Gals | gals/ton | tons |
|--------------------|----|---------|------|----------|------|
| Single Surf. Trmt. | | 0.20 | 0 | 232.8234 | 0 |
| Double Surf.Trmt. | | 0.44 | 0 | 232.8234 | 0 |
| Triple Surf. Trmt | | 0.71 | 0 | 232.8234 | 0 |
| | | | | | 0 |

| | | | | | | | | |
|-----------------------------------|--|--|--|--|--|--|----|-------------------|
| TOTAL LIQUID AC ADJUSTMENT | | | | | | | \$ | 256,444.28 |
|-----------------------------------|--|--|--|--|--|--|----|-------------------|



August 19, 2013

Preliminary Right of Way Cost Estimate

Abbotts Bridge Rd (SR120) #Parcels 18 8/19/2013
 Improvements between Jones Bridge Rd and Parsons Rd (west) PI# 7310

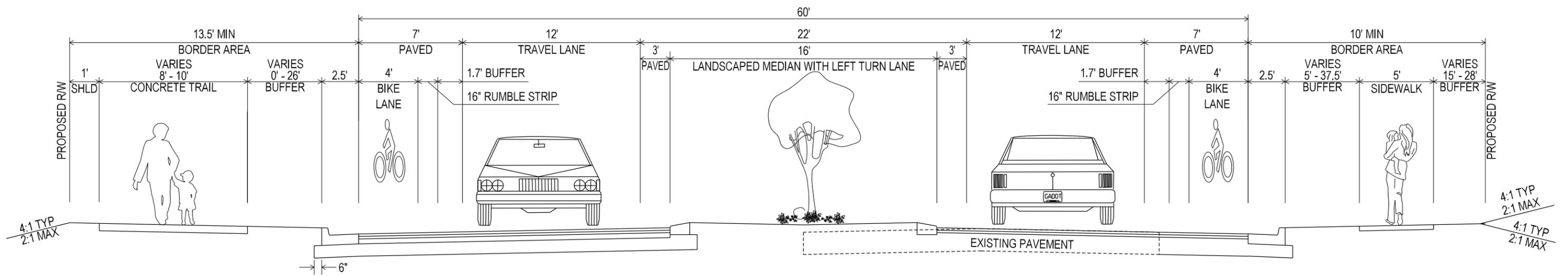
| Parcel | Base value | SF of R/W | SF of Perm Easmt | SF of Temp Easmt | Damages | Total |
|--|------------|-----------|------------------|------------------|---------|----------------------|
| 1 | \$ 9.00 | | 1218 | | | \$ 5,481.00 |
| 2 | \$ 9.00 | | 0 | | | \$ - |
| 3 | \$ 3.00 | 3148 | 11283 | | | \$ 26,368.50 |
| 4 | \$ 3.00 | 5727 | 2702 | | | \$ 21,234.00 |
| 5 | \$ 5.00 | | 7970 | | | \$ 19,925.00 |
| 6 | \$ 3.00 | 21508 | | | | \$ 64,524.00 |
| 7 | \$ 3.00 | 16218 | | | | \$ 48,654.00 |
| 8 | \$ 3.00 | | 252 | | | \$ 378.00 |
| 9 | \$ 3.00 | | 70 | | | \$ 105.00 |
| 10 | \$ 3.00 | | 3774 | | | \$ 5,661.00 |
| 11 | \$ 3.00 | | 1636 | | | \$ 2,454.00 |
| 12 | \$ 3.00 | | 5149 | | | \$ 7,723.50 |
| 13 | \$ 3.00 | | 537 | | | \$ 805.50 |
| 14 | \$ 3.00 | | 1810 | | | \$ 2,715.00 |
| 15 | \$ 3.00 | | 945 | | | \$ 1,417.50 |
| 16 | \$ 3.00 | | 1415 | | | \$ 2,122.50 |
| 17 | \$ 3.00 | | 854 | | | \$ 1,281.00 |
| 18 | \$ 0.50 | 38801 | | | | \$ 19,400.50 |
| Total R/W, Perm,Temp,Damages | | | | | | \$ 230,250.00 |
| Site Improvements | | | | | | \$ 25,000.00 |
| Subtotal | | | | | | \$ 255,250.00 |
| Settlements, Condemnation Increase (20% of subtotal) | | | | | | \$ 51,050.00 |
| Total Land | | | | | | \$ 306,300.00 |

Public Works

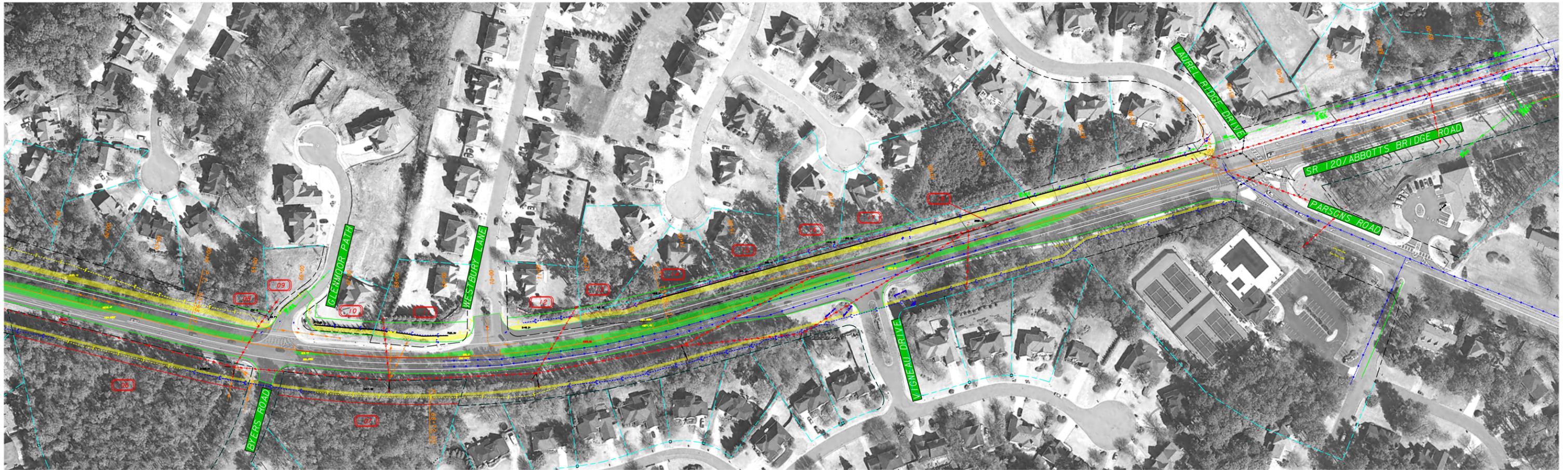
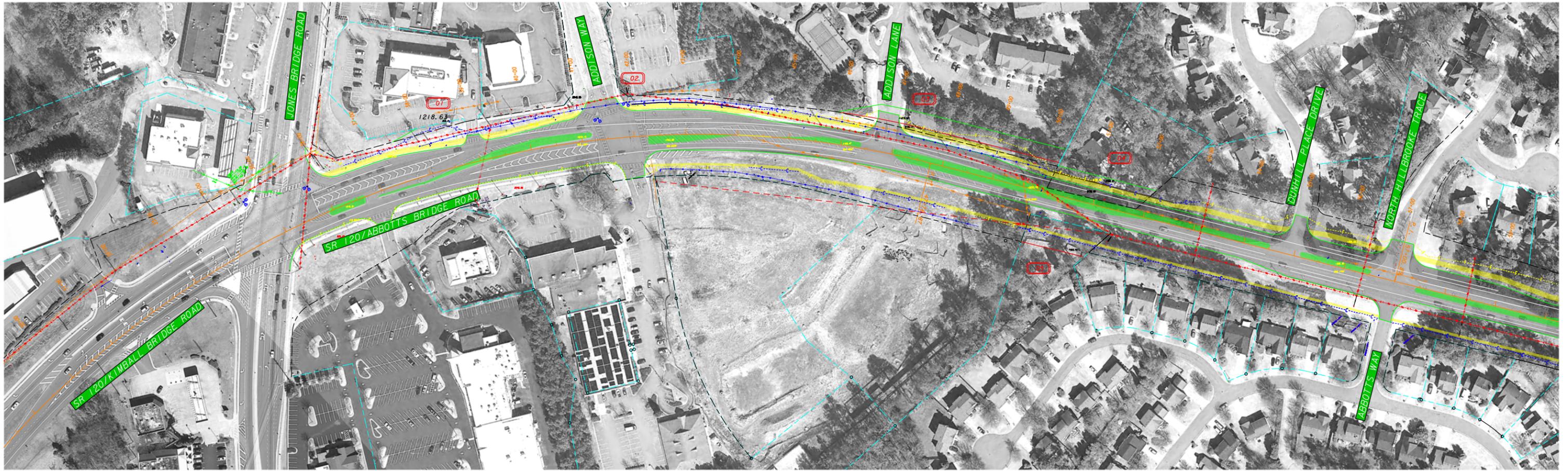


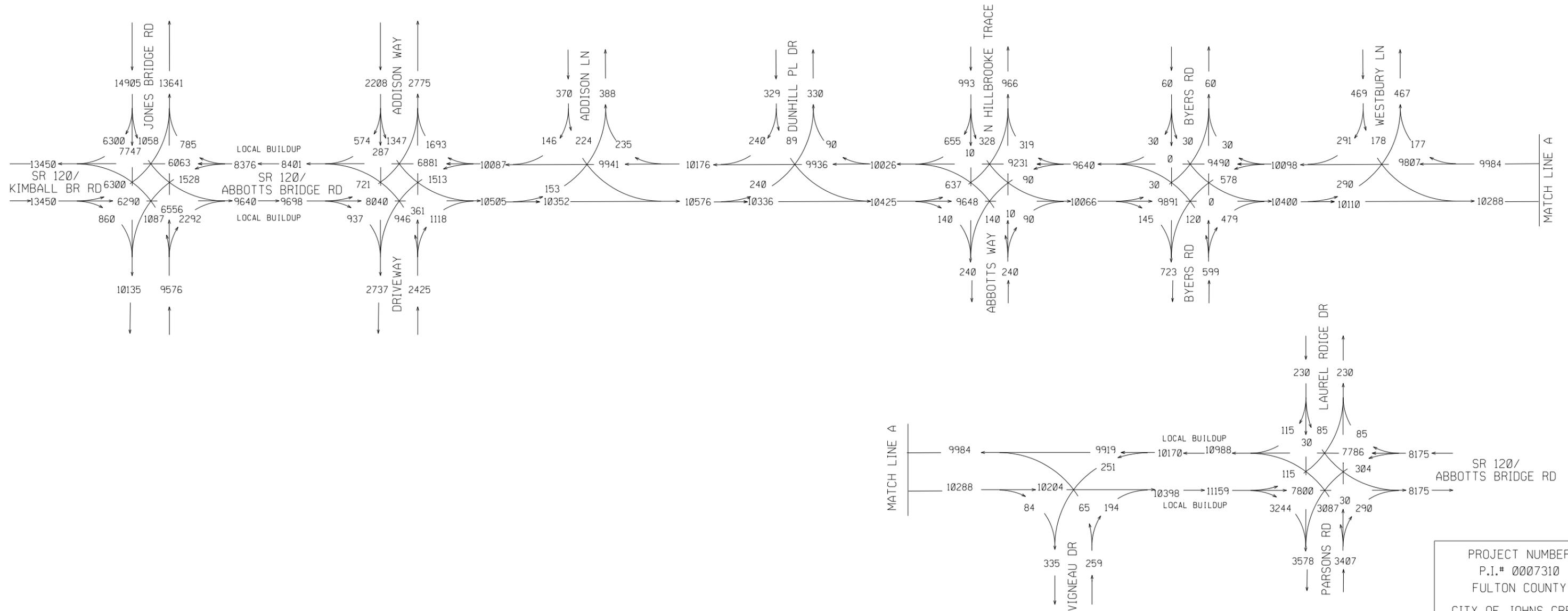
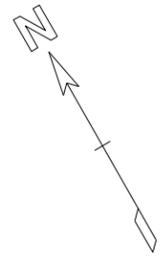
| | | |
|---|-------------------|----------------------|
| Service Fees and Appraisal Costs (# Parcels x \$3700) | | \$ 66,600.00 |
| Service Fee Break Down: | | |
| Appraiser: | \$ 1,500.00 | |
| Negotiator: | \$ 1,200.00 | |
| Legal: | \$ 1,000.00 | |
| Condemnation Cost (# of Parcels x 15% x \$7,500) | | \$ 20,250.00 |
| | Total | |
| | Service | \$ 86,850.00 |
| | Grandtotal | \$ 393,150.00 |

Prepared By: Kevin Dye, Right-of-Way/Utility Coordinator



TYPICAL SECTION
SR 120 (JONES BRIDGE ROAD - PARSON RD (WEST))



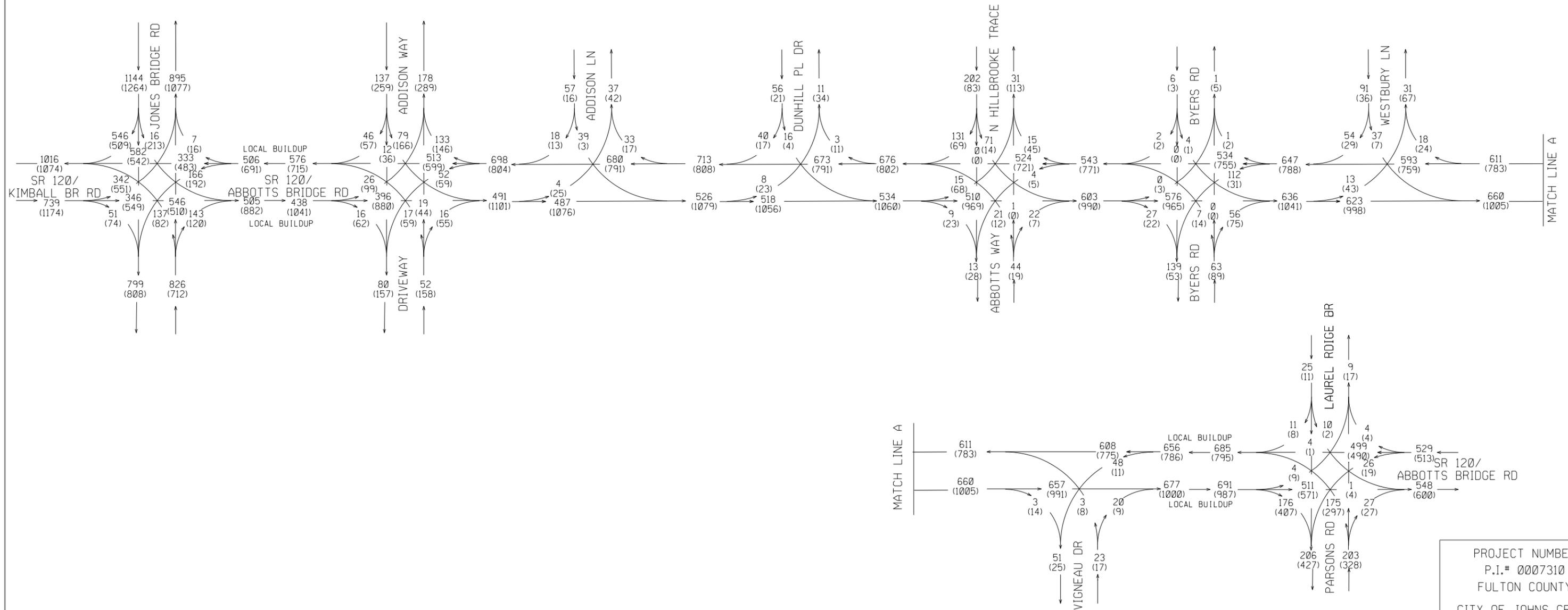
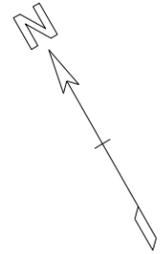


PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
EXISTING DAILY
TRAFFIC VOLUMES

24 HOUR TRUCKS = 4.6%
24 HOUR S.U. = 4.2%
24 HOUR COMB. = 0.4%



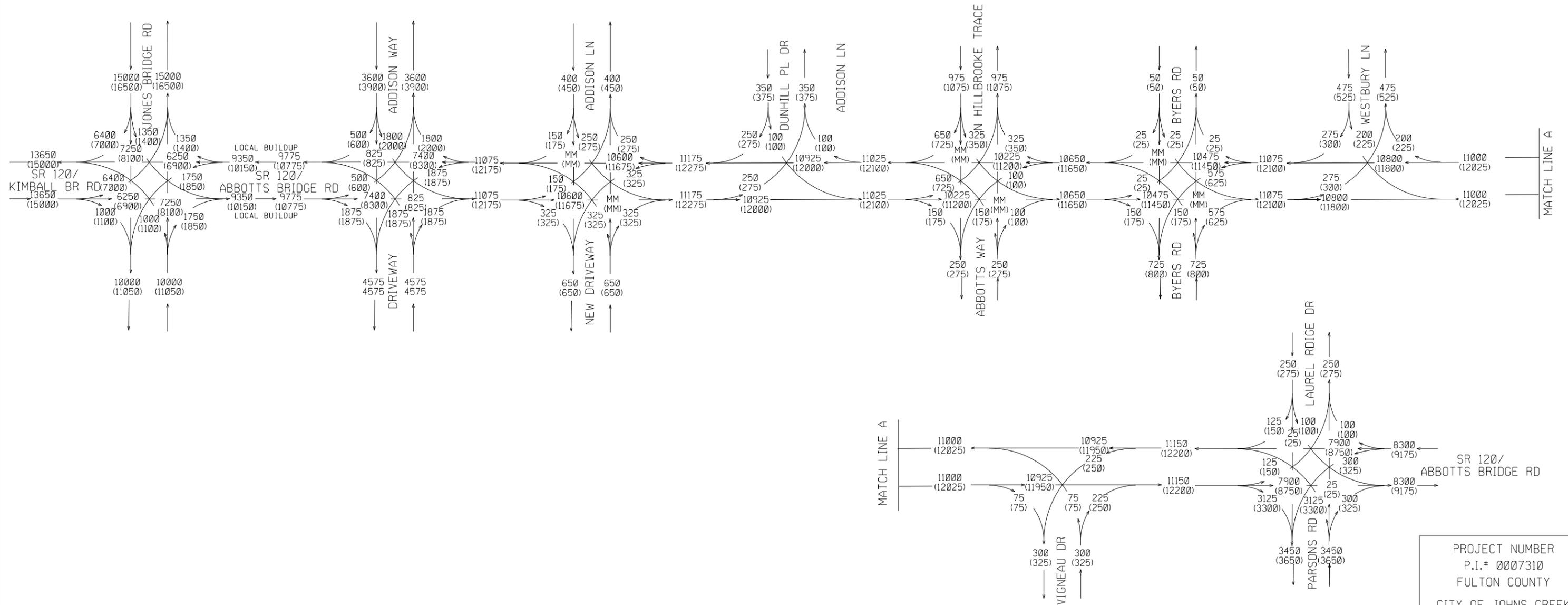
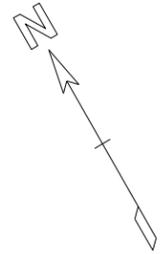


PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
EXISTING PEAK HOUR
TRAFFIC VOLUMES
AM (PM)

PEAK HR TRUCKS = 2.5%
PEAK HR S.U. = 2.2%
PEAK HR COMB. = 0.3%
RCP
07/2013



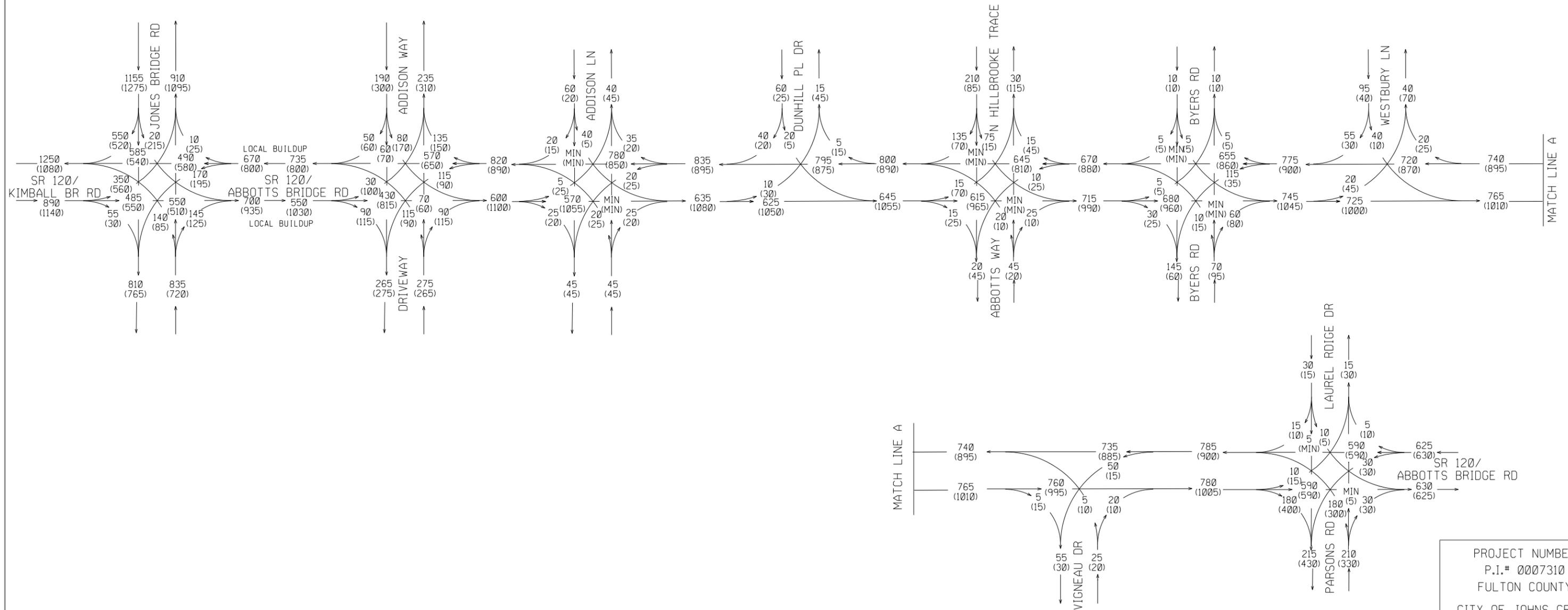
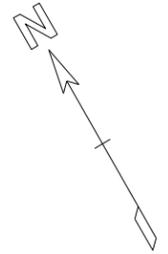


PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
NO BUILD AADT
2015 (2035)

24 HOUR TRUCKS = 4.6%
24 HOUR S.U. = 4.2%
24 HOUR COMB. = 0.4%

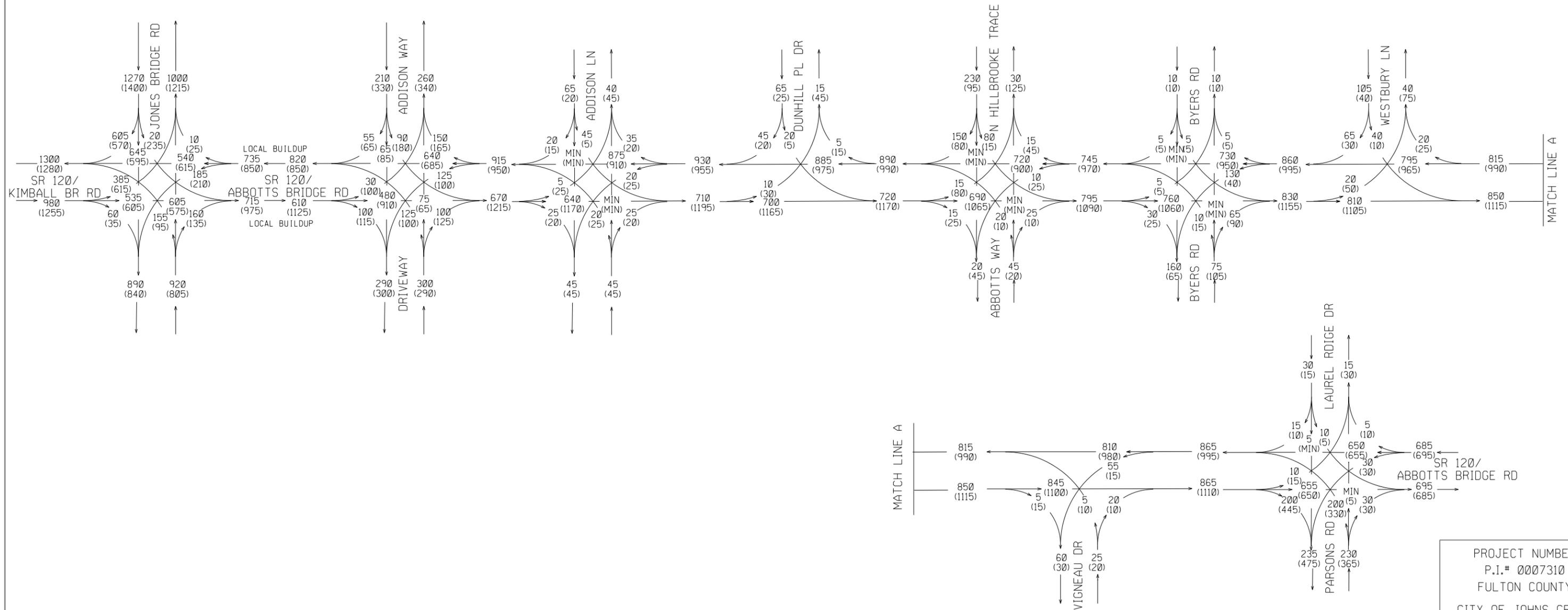
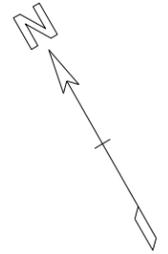




PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
2015 NO BUILD DHV
AM (PM)
DESIGN HR TRUCKS = 2.5%
DESIGN HR S.U. = 2.2%
DESIGN HR COMB. = 0.3%

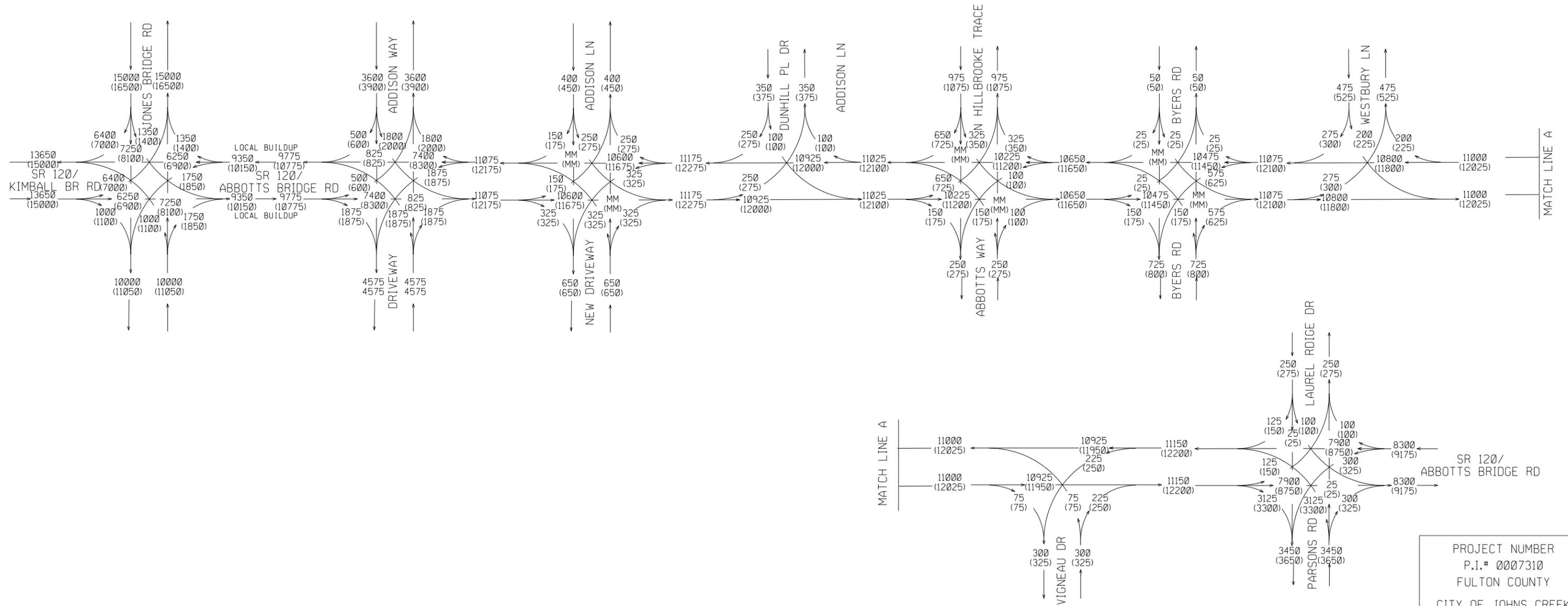
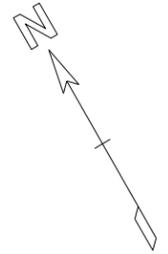




PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
2035 NO BUILD DHV
AM (PM)
DESIGN HR TRUCKS = 2.5%
DESIGN HR S.U. = 2.2%
DESIGN HR COMB. = 0.3%



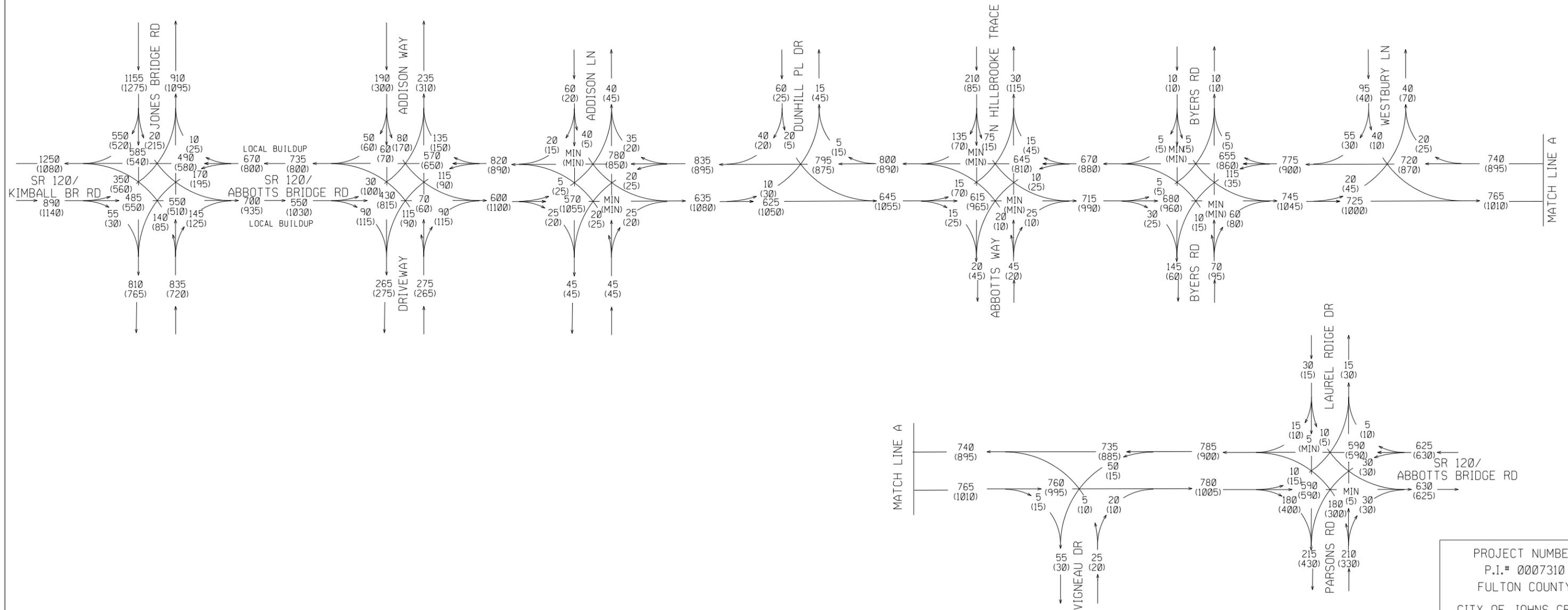
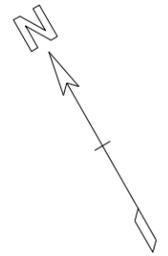


PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
BUILD AADT
2015 (2035)

24 HOUR TRUCKS = 4.6%
24 HOUR S.U. = 4.2%
24 HOUR COMB. = 0.4%



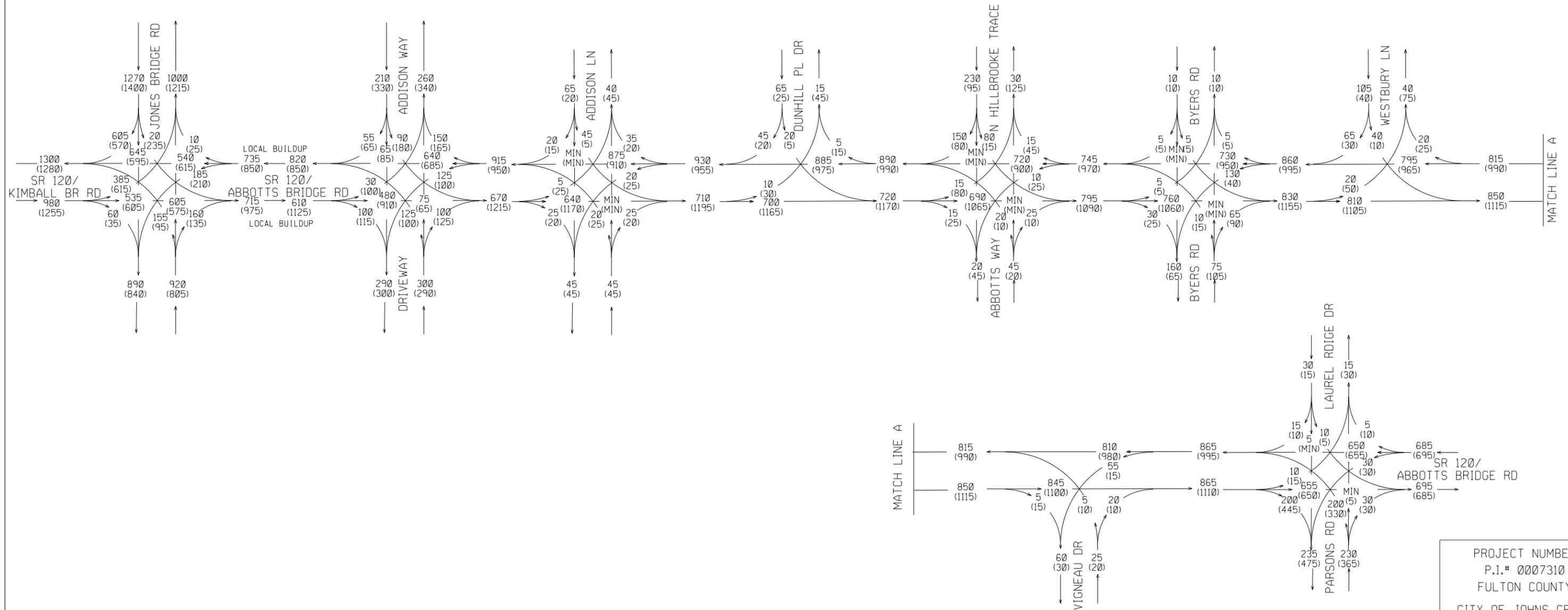
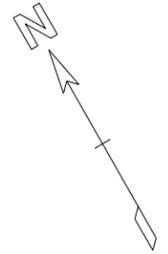


PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
2015 BUILD DHV
AM (PM)

DESIGN HR TRUCKS = 2.5%
DESIGN HR S.U. = 2.2%
DESIGN HR COMB. = 0.3%





PROJECT NUMBER
P.I.# 0007310
FULTON COUNTY
CITY OF JOHNS CREEK

SR 120/ABBOTTS BRIDGE ROAD
2035 BUILD DHV
AM (PM)

DESIGN HR TRUCKS = 2.5%
DESIGN HR S.U. = 2.2%
DESIGN HR COMB. = 0.3%



Summary of Capacity Analysis and Accident Data

| # | Abbotts Bridge (SR 120) with | Control | Approach | Levels of Service (LOS) & Seconds of Delay (0.0) | | | | | | | | | | | |
|---|------------------------------|---------|----------|--|--------|---------------|---------|------------|--------|---------------|---------|------------|--------|--|--|
| | | | | 2013 Existing | | 2015 No Build | | 2015 Build | | 2035 No Build | | 2035 Build | | | |
| | | | | AM | PM | AM | PM | AM | PM | AM | PM | AM | PM | | |
| 1 | Parsons Rd | Signal | Overall | B (19) | C (20) | B (20) | C (25) | C (25) | C (20) | D (35) | D (35) | C (23) | D (35) | | |
| 2 | Vigneau Dr | Stop | NBLT | A (9) | A (10) | A (10) | B (11) | B (11) | B (10) | B (12) | B (12) | B (10) | B (12) | | |
| | | | SB | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | | |
| | | | Overall | (0.6) | (0.4) | (0.6) | (0.7) | (0.6) | (0.6) | (1.0) | (0.6) | (0.6) | (0.4) | | |
| 3 | Westbury Ln | Stop | NB | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | | |
| | | | SBLT | A (9) | A (10) | A (9) | B (10) | A (9) | B (10) | B (10) | B (10) | A (10) | B (11) | | |
| | | | Overall | (1.9) | (0.8) | (1.5) | (1.2) | (1.5) | (0.7) | (1.6) | (1.5) | (1.6) | (0.7) | | |
| 4 | Byers Rd | Stop | NBLT | A (9) | B (11) | B (10) | B (11) | B (10) | B (10) | B (12) | B (12) | B (11) | B (12) | | |
| | | | SBLT | A (9) | A (10) | A (9) | A (10) | A (9) | B (10) | B (10) | B (10) | B (10) | B (10) | | |
| | | | Overall | (1.9) | (3.2) | (2.4) | (6.2) | (2.4) | (6.2) | (3.6) | (3.6) | (3.6) | (13) | | |
| 5 | N Hillbrooke Trc | Stop | NBLT | A (9) | B (10) | A (10) | B (11) | A (9) | B (11) | A (9) | B (12) | A (9) | B (12) | | |
| | | | SBLT | A (9) | A (10) | A (9) | B (10) | A (9) | B (10) | B (11) | A (9) | A (9) | B (11) | | |
| | | | Overall | (8.7) | (4.6) | (22.5) | (9.2) | (22.1) | (7.1) | (46.4) | (24.5) | (45.3) | (14.9) | | |
| 6 | Dunhill Pl Dr | Stop | NB | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | A (0) | | |
| | | | SBLT | A (9) | A (10) | A (10) | B (10) | A (10) | B (10) | B (11) | A (10) | A (10) | B (11) | | |
| | | | Overall | (0.9) | (0.4) | (0.9) | (0.7) | (0.9) | (0.4) | (0.9) | (0.8) | (0.9) | (0.4) | | |
| 7 | Addison Ln | Stop | NBLT | N/A | N/A | A (9) | B (13) | A (9) | B (13) | A (9) | B (13) | A (9) | B (13) | | |
| | | | SBLT | A (9) | A (10) | A (10) | B (10) | A (10) | B (10) | B (10) | B (10) | B (10) | B (10) | | |
| | | | Overall | (1.2) | (0.3) | (4.1) | (11.9) | (4.1) | (6.3) | (7.4) | (14.1) | (4.3) | (6.6) | | |
| 8 | Addison Way | Signal | Overall | C (24) | C (29) | C (27) | D (45) | C (26) | E (58) | C (29) | D (55) | C (32) | D (55) | | |
| 9 | Jones Bridge Rd | Signal | Overall | D (49) | F (87) | E (66) | F (100) | C (34) | D (52) | F (84) | F (128) | D (42) | E (61) | | |

SR 120 Project segment including crashes at signalized intersections (except Jones Bridge Rd):

| Year | Total Crashes | Type | | | | Severity | | |
|-------|---------------|-------|----------|-------------|---------|-----------|----------|------------|
| | | Angle | Rear End | Non-Vehicle | Head On | Sideswipe | Injuries | Fatalities |
| 2010 | 38 42 | 5 | 30 | 1 | 0 | 2 | 11 | 0 |
| 2011 | 35 3 | 5 | 23 | 0 | 0 | 7 | 9 | 0 |
| 2012 | 37 | 7 | 22 | 3 | 0 | 5 | 9 | 0 |
| 2013* | 29 22 | 5 | 20 | 1 | 1 | 2 | 13 | 0 |

Jan-July 28, 2013

Keith Golden, P.E. Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

July 18, 2013

Mr. Tom Black, Director
City of Johns Creek Public Works
12000 Findley Rd, Suite 400
Johns Creek, GA 30097-1412

Re: P.I. # 0007310 Supplemental Project Framework Agreement – City of Johns Creek
SR120/Abbotts Bridge Rd Operational and Safety Improvements including Pedestrian Connectivity from
Jones Bridge to Parson Rd (west)

Dear Mr. Black:

Enclosed please find the above-referenced revised Project Framework Agreement (PFA) between the Georgia Department of Transportation and the City of Johns Creek. The total GDOT Oversight Estimate is \$54,000 as per Attachment "A" and detailed in Attachment "D" in the PFA. The local participation for the Oversight Estimate is \$10,800. Of that, \$7,000 has already been encumbered into the Department's financial system. So, before the PFA can be executed and signed by GDOT, it will require that a \$3,800 check for the balance be made out and encumbered into the Department's financial system.

An approved schedule will be published into the Departments scheduling system and resources will be allocated to begin working and charging to the project. If you have any questions or concerns, please contact the Project Manager, Peter Emmanuel at (404) 631-1158 or via email at pemmanuel@dot.ga.gov.

In addition to the PFA, please find a copy of the **Georgia Security and Immigration Compliance Act Affidavit** (Attachment E), which must be completed, signed, and notarized. This document verifies that any entity contracting with the Georgia Department of Transportation is in compliance with O.G.C.A. §13-10-91. A copy of the **Title VI Introduction and Acknowledgement Form** (Attachment F) is also enclosed and must be completed and signed, as well. These forms must be returned with the PFA in order for the agreement to be fully executed.

Please fill out the project time table in Attachment B and have the appropriate officials sign, date and return four (4) **original** Agreements and Affidavits, along with a check in the amount of \$3,800 for GDOT Oversight PE to this office. These Agreements will then be processed for final signatures by the Department, and a fully executed copy will be returned to your office.

If we can be of further assistance, please feel free to contact Vicki Gavalas at **Georgia Department of Transportation, District Seven, 5025 New Peachtree Road, N.E., Chamblee, Georgia 30341** or by telephone at (770)986-1258.

Sincerely,

A handwritten signature in cursive that reads "Rachel S. Brown". To the right of the signature is a small circular stamp containing the letters "VE".

Rachel S. Brown
Metro District Engineer

RB/VCG

Enclosures

cc: Bob Rogers, OFM
Peter Emmanuel, Project Manager

**0007310 SUPPLEMENTAL AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF JOHNS CREEK
FOR
PI 0007310
SR120/ ABBOTTS BRIDGE RD OPERATIONAL AND SAFETY IMPROVEMENTS
INCLUDING PEDESTRIAN CONNECTIVITY FROM JONES BRIDGE TO PARSON RD
(WEST)**

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 the CITY OF JOHNS CREEK, acting by and through its Mayor and City Council, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, the DEPARTMENT and LOCAL GOVERNMENT heretofore entered into an Agreement dated June 12, 2007, hereinafter called the "ORIGINAL AGREEMENT", for the purpose of the enhancement of Johns Creek Phase II (SR 120 from CR 78/Webb Bridge Way to SR 141 – Phase II), DEPARTMENT P.I. Number 0007310, hereinafter referred to as the "PROJECT"; and

WHEREAS, due to changes in funding arrangements and the need to extend time to complete phases of the project schedule, the parties mutually desire to amend the ORIGINAL AGREEMENT by modifying the project description to SR120/Abbotts Bridge Rd Operational and Safety Improvements including Pedestrian Connectivity from Jones Bridge to Parson Rd (west) in the CITY OF JOHNS CREEK and deleting the portion of Attachments "A" and Attachment "B" which reference the PROJECT, and replace them with Attachments "A" and "B" dated July 11, 2013 and

WHEREAS, 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 Preliminary Engineering oversight activities at 100% and is enclosed as Attachment "C" and incorporated herein by reference,

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 modify the project description to SR120/Abbotts Bridge Rd Operational and Safety Improvements including Pedestrian Connectivity from Jones Bridge to Parson Rd (west) in the CITY OF JOHNS CREEK and delete the portion of Attachments "A" and Attachment "B" which reference the PROJECT, and replace them with Attachments "A" and "B" dated July 11, 2013 and

And to incorporate Attachment "C" Memorandum date September 17, 2010 attached and incorporated by reference as if fully set out herein. Which specifies in part: 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.

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 as specified in Attachment "A" and if none of the five (5) conditions apply from the Planning Office memorandum dated September 17, 2010.

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 in the form of a check, which represents 100% 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". 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.

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, Utility 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' existing 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 \$10 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.

Except as modified, changed or amended, all terms and conditions of the ORIGINAL AGREEMENT dated June 12, 2007, shall remain in full force and effect.

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 up on 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 representative.

DEPARTMENT OF TRANSPORTATION

CITY OF JOHNS CREEK

BY: _____
Commissioner

BY: _____
Mike Bodker
Mayor, City of Johns Creek

ATTEST:

Treasurer

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

Witness

Notary Public

This Agreement approved by the CITY OF
JOHNS CREEK, the _____ day of
_____, 20__.

Attest

Joanie Jones, City Clerk

FEIN: 11-3793525

Attachment "A" Funding Sources and Distribution

Project No.: 0007310 City: JOHNS CREEK

Attach "Project Manager" Project Charging Form for Approval

| Preliminary Engineering Phase I | Preliminary Engineering - Phase I | | | | | 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% | \$341,400.00 | \$341,400.00 | Federal | Local Government | 80% | \$43,200.00 | Federal | 80% | \$384,600.00 |
| 2 | 0% | \$0.00 | \$0.00 | State | | 0% | \$0.00 | State | 0% | \$0.00 |
| 3 | 20% | \$85,350.00 | N/A | Local | | 20% | \$10,800.00 | Local | 20% | \$96,150.00 |
| 4 | 0% | \$0.00 | \$0.00 | Other | | 0% | \$0.00 | Other | 0% | \$0.00 |
| Total | 100% | \$426,750.00 | | | | 100% | \$54,000.00 | | 100% | \$480,750.00 |

| Right of Way Phase II | Right of Way - Phase II ³ | | | | | |
|-----------------------|--------------------------------------|---------------------|---------------------------------------|-------------|------------------|----------------------|
| | Percentage | ROW Amount | Maximum ROW Participation Amount (\$) | Participant | Acquisition By: | Acquisition Fund By: |
| 1 | 46% | \$180,000.00 | \$180,000.00 | Federal | Local Government | Local Government |
| 2 | 0% | \$0.00 | \$0.00 | State | | |
| 3 | 54% | \$210,000.00 | N/A | Local | | |
| 4 | 0% | \$0.00 | \$0.00 | Other | | |
| Total | 100% | \$390,000.00 | | | | |

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

| Construction Phase III | Construction - Phase III ³ | | | | |
|------------------------|---------------------------------------|-----------------------|---------------------------------------|-------------|------------------|
| | Percentage | CST Amount | Maximum CST Participation Amount (\$) | Participant | Letting By: |
| 1 | 80% | \$1,244,800.00 | \$1,244,800.00 | Federal | Local Government |
| 2 | 0% | \$0.00 | \$0.00 | State | |
| 3 | 20% | \$311,200.00 | N/A | Local | |
| 4 | 0% | \$0.00 | \$0.00 | Other | |
| Total | 100% | \$1,556,000.00 | | | |

| 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 |
| Total | 100% | 100% |

| Summary of Phases I Through III | Grand Total - All Phases I through III | | | |
|---------------------------------|--|-----------------------|-----------------------------------|-------------|
| | Percentage | Total Amount | Maximum Participation Amount (\$) | Participant |
| 1 | 75% | \$1,809,400.00 | \$1,766,200.00 | Federal |
| 2 | 0% | \$0.00 | \$0.00 | State |
| 3 | 25% | \$617,350.00 | N/A | Local |
| 4 | 0% | \$0.00 | \$0.00 | Other |
| Total | 100% | \$2,426,750.00 | | |

¹The 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.

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

³Right-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.
Revised: 12/2011

ATTACHMENT “B”
0007310 – City of Johns Creek

Proposed Project Schedule

| | | | | | |
|-------------------------------|--|--|--|--|--|
| Environmental Phase | | | | | |
| Concept Phase | | | | | |
| Preliminary Plan Phase | | | | | |
| Right of Way Phase | | | | | |

| | | | | | |
|--|--------------------------|--|--|---|--|
| Deadlines for Responsible Parties | Execute Agreement | October/2013 (Approve Concept) | January/2014 (Approve Env. Document) | January/2014 (Authorize Right of Way funds) | August/2014 (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.

ATTACHMENT "C"

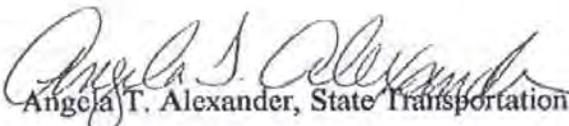
10 CITY OF JOHNS CREEK
July 11, 2013

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.

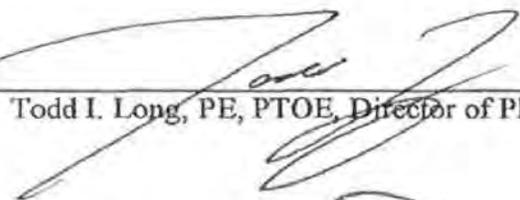
GDOT Requests Local Government/Project Sponsor to Fund PE Oversight:

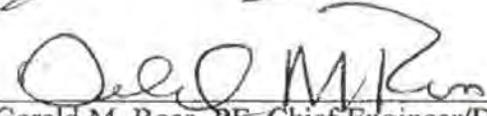
The Department will request that the local government fund PE oversight with 100% local funds under the following conditions:

- 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:  _____ 7/27/10
Todd I. Long, PE, PTOE, Director of Planning Date

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

ATA:MF

Revised: 12/2011

ATTACHMENT "D"

GDOT Oversight Estimate for Locally Administered Project

Thursday, July 18, 2013 9:31 PM

| | | | |
|---------------------------------|---|-----------------------|---|
| PI Number | <input type="text" value="0007310"/> | Project Number | <input type="text" value="CHSPP-007-00(310)"/> |
| County | <input type="text" value="Fulton"/> | Project Length | <input type="text" value="2.240"/> Miles |
| Project Manager | <input type="text" value="Emmanuel.Peter"/> | Project Cost | <input type="text" value="\$2,714,500.00"/> |
| Project Type | <input type="text" value="Urban Arterial Connector"/> | | |
| Project Description | <input type="text" value="SR 120/Abbotts Bridge Rd Operational and Safety Improvements including Pedestrian Connectivity from Jones Bridge to Parson Road (west)"/> | | |
| Expected Life of Project | <input type="text" value="1.00"/> Years | | |

| Project Phase | Oversight Hours | | Oversight Cost |
|---------------------------------|------------------------|-----------|-----------------------|
| 1. Project Initiation | 80 | \$ | 4,000.00 |
| 2. Concept Development | 48 | \$ | 2,000.00 |
| 3. Database Preparation* | 203 | \$ | 8,000.00 |
| 4. Preliminary Design | 333 | \$ | 15,000.00 |
| 5. Environmental | 298 | \$ | 10,000.00 |
| 6. Final Design | 342 | \$ | 15,000.00 |
| Travel Expenses | | \$ | - |
| Total Oversight Estimate | 1,305 | \$ | 54,000.00 |
| Percentage of Project Cost | 1.99% | | |

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 Public

[NOTARY SEAL]

My Commission Expires: _____

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 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)

Meeting Notes



Stantec

PI# 0007310 Schedule Review Meeting

CSHPP00-0007-00(310), P. I. No. 0007310, Fulton County, City of Johns Creek
SR 120/Abbotts Bridge Road from Jones Bridge Road to Parsons Road

Date/Time: July 16, 2013 1:05 PM
Place: GDOT's Office of Program Delivery, 25th Floor
Taken By: Kari Ward, PE (Stantec, Project Manager)

Attendees:

Peter Emmanuel, GDOT OPD
Keisha Jackson, GDOT NEPA

Kari Ward, Stantec
Cindy Jenkins, Johns Creek
Lister Carbon, Johns Creek

Meeting Summary:

The purpose of this meeting was to review the overall project schedule and to discuss the funding and traffic volumes for the proposed improvements to SR 120/Abbotts Bridge Road from Jones Bridge Road to Parsons Road. The meeting took place in the GDOT's Office of Program Delivery, 25th Floor on July 16, 2013 @ 1:05 PM

Funding

Peter Emmanuel, GDOT OPD

- Due to the project description change, ARC TIP needs to be updated to match for FHWA to approve funds authorization. The PFA will be on hold until FHWA approves.

Lister Carbon, Johns Creek

- Provided a copy of the July ARC Fact Sheet showing the description for FN-AR-BP076B matching the revised GDOT description.

Peter Emmanuel, GDOT OPD

- Emailed Vicki Gavalas to proceed with PFA to include 5% for GDOT oversight.

Schedule

Keisha Jackson, GDOT NEPA

- In the environmental phase, please include tasks for the reviews for the tech memo reevaluations.

Kari Ward, Stantec

- The project does not require a 404 permit. There is only one (1) no-buffered state water in the project limits.

Peter Emmanuel, GDOT OPD

- Please review/revise/resubmit a more detailed schedule and include tasks for GDOT reviews, prior to the next GDOT District Quarterly Meeting.
- Please let me know if a constructability review will be required prior to PFPR.

One Team. Infinite Solutions.

Stantec

July 16, 2013

PI# 0007310 Schedule Review Meeting

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Traffic Volumes

Peter Emmanuel, GDOT OPD

- It is okay for Stantec to coordinate directly with GDOT Office of Planning or any other department staff to expedite reviews, but copy me on all correspondence. The best way to reach me is by email; please allow 3 days for a response.

Action Items:

1. Stantec to Submit Revised Schedule to GDOT OPD
2. Stantec to Submit Traffic Review to GDOT Office of Planning

The meeting was adjourned at 2:20 PM.



Stantec

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Tel: (770) 813-0882
Fax: (770) 813-0688

August 1, 2013

Ms. Lister Carbon
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, Georgia 30097

Reference: **QC/QA Certification: Revised Concept Report
CSHPP-0007-00(310), Fulton County, City of Johns Creek
PI# 0007310, SR 120/Abbotts Bridge Road from Jones Bridge Rd to Parsons Rd (west)**

Ms. Carbon:

In accordance to GDOT's request for Consultant QC/QA certification, this letter certifies that the Revised Concept Report for the above referenced project has been prepared in compliance with GDOT standards, is accurate and has been reviewed by our internal quality control and quality assurance policies, procedures and measures.

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Kari Ward, P.E.
Project Manager

cc: File 178202041