

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**OFFICE OF DESIGN POLICY & SUPPORT
INTERDEPARTMENTAL CORRESPONDENCE**

FILE P.I. #0007579 **OFFICE** Design Policy & Support
CSHPP-0007-00(579)
GDOT District 4 - Tifton
Turner County **DATE** June 7, 2012
Sidewalks Along Wheeler Ave & Carlos
Ave In Ashburn

FROM  for Brent Story, State Design Policy Engineer

TO SEE DISTRIBUTION

SUBJECT APPROVED CONCEPT REPORT

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

Attachment

DISTRIBUTION:

Genetha Rice-Singleton, Program Control Administrator
Bobby Hilliard, State Program Delivery Engineer
Cindy VanDyke, State Transportation Planning Administrator
Angela Robinson, Financial Management Administrator
Glenn Bowman, State Environmental Administrator
Kathy Zahul, State Traffic Engineer
Georgene Geary, State Materials & Research Engineer
Lisa Myers, State Project Review Engineer
Jeff Baker, State Utilities Engineer
Ken Thompson, Statewide Location Bureau Chief
Joe Sheffield, District Engineer
Brent Thomas, District Preconstruction Engineer
Tim Warren, District Utilities Engineer
Dennis Carter, District Environmentalist
Randy Rathburn, Project Manager
BOARD MEMBER - 8th Congressional District

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

District 4 - Tifton, GA

PROJECT CONCEPT REPORT

Project Number: CSHPP-0007-00(579)

County: Turner

P. I. Number: 0007579

Federal Route Number: N/A

State Route Number: N/A

City Street: Carlos Avenue

SIDEWALKS ALONG WHEELER AVE. & CARLOS AVE. IN ASHBURN

Submitted for approval:

DATE: 9/20/11

Dana Palmer
Palmer and Hilliard Engineering, Inc.

DATE: 9/20/11

BEN TAYLOR CITY MANAGER
City of Ashburn

DATE: 3/13/2012

Bobby Hilliard
Office Head (if applicable)

DATE: 3/13/2012

[Signature]
Project Manager

Recommended for approval:

DATE: _____

State Utilities Engineer

DATE: _____

Program Control Administrator

DATE: 3-19-12

* Glenn Bowman/KLP
State Environmental Administrator

DATE: _____

State Traffic Engineer

DATE: 3-16-12

* Lisa Myers /KLP
Project Review Engineer

DATE: 3-15-12

* Joe Sheffield/KLP
District Engineer

DATE: _____

State Transportation Financial Management Ad

This concept as presented herein and submitted for approval is consistent with that which is included in the Long Range Transportation Plan (LR) and/or the State Transportation Improvement Program (STIP).

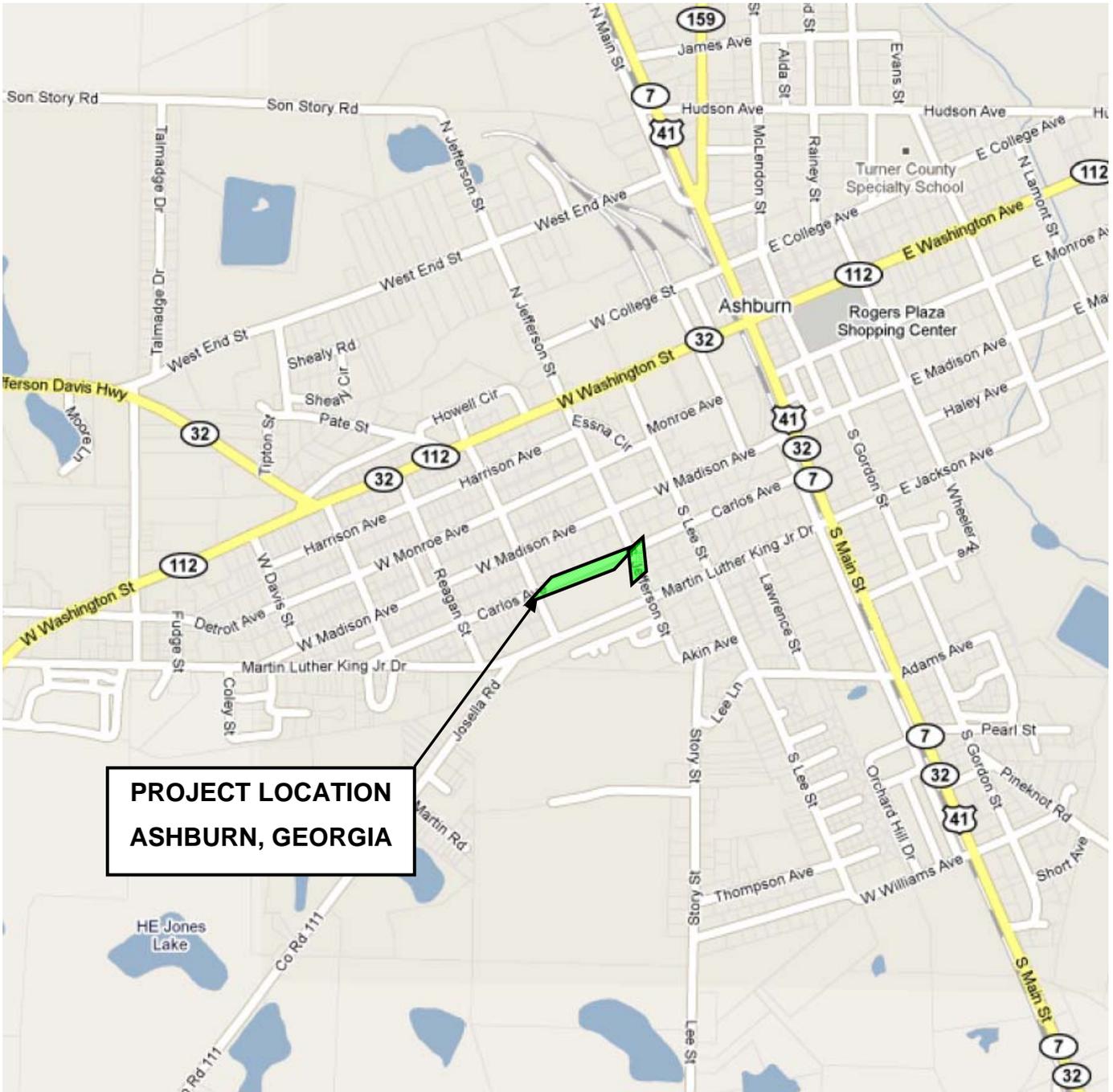
DATE: 3-20-12

Cynthia L. Vongro
State Transportation Planning Administrator

* Recommendation on file.

Project Concept Report Page: 2
Project Number: CSHPP-0007-00(579)
P. I. Number: 0007579
County: Turner

LOCATION MAP



Project Number: CSHPP-0007-00(579), Turner County

PI No.: 0007579

Description: Sidewalks Along Wheeler Ave. & Carlos Ave. In Ashburn

Project Concept Report Page: 3
Project Number: CSHPP-0007-00(579)
P. I. Number: 0007579
County: Turner

Project Justification Statement:

Carlos Avenue is a northeast-southwest local street within the City of Ashburn. Currently, the typical section consists of a rural 2-lane section (one lane in each direction). Carlos Avenue is functionally classified as a rural local road.

The project area consists of several residential houses on the north and a City-owned public park on the south.

The Ashburn Police Department reported five accidents on Carlos Avenue since January of 2007. All of these accidents were described by the police department as “minor fender benders”. Three of the accidents happened during daylight hours with the other two occurring at 10:00 pm. No injuries or fatalities were reported.

The improvements made by the project will help promote pedestrian safety along the corridor by adding pedestrian facilities and limiting access to the existing off-street parking for the City Park.

The proposed project consists of sidewalk, curbing, and lighting improvements along Carlos Avenue from Toombs Street to Jefferson Street. The improvements to pedestrian accessibility will comply with ADA requirements.

Description of the project:

This project will include the installation of sidewalks, curbing and gutters, lighting, and pedestrian amenities along Carlos Avenue beginning at the intersection of Toombs Street to the intersection of Jefferson Street. The project will also include installing sidewalks along Jefferson Street to connect the sidewalks along Carlos to the existing community center located on Jefferson. These sidewalks will start at the intersection of Jefferson Street and Carlos Avenue and terminate mid-block of Jefferson Street. The project will also include upgrading the deficient lighting system in the target area. Landscaping and irrigation may also be added along Carlos Avenue. Due to Wheeler Avenue’s dislocation from the main project area and the lack of right-of-way on this street, no improvements will be made along Wheeler Avenue. This project is located in the City of Ashburn GA, Turner County. It is in the **2nd Land District, Land Lot No. 133, and GA. Militia District 1624**. The proposed project will be approximately 0.16 miles in length.

27 April, 2012

State of Georgia
Department of Transportation

Project Concept Report Page: 4
Project Number: CSHPP-0007-00(579)
P. I. Number: 0007579
County: Turner

Is the project located in a PM 2.5 Non-attainment area? Yes No

Is the project located in an Ozone Non-attainment area? Yes No

PDP Classification: Major , Minor

Federal Oversight: Full Oversight , Exempt , State Funded , or Other

Functional Classification: Rural Local Road

U. S. Route Number(s): N/A

State Route Number(s): N/A

Traffic (AADT):

Base Year: (2013) N/A Design Year: (2032) N/A

Existing Design Features:

- Typical Section:
Carlos Avenue – Urban two-lane roadway with ditch section
- Posted Speed 35 mph Minimum Radius For Curve: none
- Maximum super-elevation rate for curve: N/A
- Maximum Grade: 3 %
- Width of right of way: 70 ft.
- Major structures: none
- Major interchanges or intersections along the project: none
- Existing length of roadway segment and the beginning mile logs for each county segment: *Project begins at the intersection of Toombs Street and Carlos Avenue and extends northeast 0.16 miles to the intersection of Jefferson Street and Carlos Avenue. Project continues from the intersection of Carlos Avenue and Jefferson Street and extends southeast 0.08 miles.*

Proposed Design Features:

- Proposed typical section(s):
Carlos Avenue – Urban two-lane roadway with curb and gutter section
- Proposed Design Speed Mainline 35 mph
- Proposed Maximum grade Mainline 3 % Maximum grade allowable 5 %
- Proposed Maximum grade Side Street 2 % Maximum grade allowable 5 %
- Proposed Maximum grade driveway 10 %
- Proposed Maximum degree of curve none Maximum degree allowable 16°00'
- Right off way
 - ⇒ Width: 70 ft.
 - ⇒ Easements: Temporary , Permanent , Utility , Others , N/A

Project Concept Report Page: 5
Project Number: CSHPP-0007-00(579)
P. I. Number: 0007579
County: Turner

- ⇒ Type of access control: Full , Partial , By Permit , Others
- ⇒ Number of parcels 0 Number of displacements:
 - ⇒ Business: 0
 - ⇒ Residents: 0
 - ⇒ Mobile homes: 0
 - ⇒ Others: 0

- Structures:
 - Bridges: none
 - Retaining walls: none
- Major intersections, interchanges, median openings and signal locations (List median openings indicating if existing and/or proposed. Attach Traffic Engineering Report for proposed new traffic signal locations). : N/A
- For ITS projects identify physical limits of field device location, location of any control centers and/or brief explanation of new features: N/A
- Transportation Management Plan anticipated: Yes No
- Design Exceptions to controlling criteria anticipated:

	YES	NO	UNDETERMINED
HORIZONTAL ALIGNMENT	()	(X)	()
LANE WIDTH	()	(X)	()
SHOULDER WIDTH	()	(X)	()
VERTICAL GRADES	()	(X)	()
CROSS SLOPES	()	(X)	()
STOPPING SIGHT DISTANCE	()	(X)	()
SUPERELEVATION RATES	()	(X)	()
VERTICAL ALIGNMENT	()	(X)	()
SPEED DESIGN	()	(X)	()
VERTICAL CLEARANCE	()	(X)	()
BRIDGE WIDTH	()	(X)	()
BRIDGE STRUCTURAL CAPACITY	()	(X)	()
LATERAL OFFSET TO OBSTRUCTION	()	(X)	()

- Design Variances: None anticipated
- Environmental concerns: Section 106
- Anticipated Level of environmental analysis:
 - ⇒ Are Time Saving Procedures appropriate? Yes , No
 - ⇒ Categorical Exclusion anticipated:
 - ⇒ Environmental Assessment/Finding of No Significant Impact (FONSI)
 - ⇒ Environmental Impact Statement (EIS)
- Utility involvement: Georgia Power, Windstream, City of Ashburn, & Mediacom.
- Railroad Coordination Required Yes , No
- VE Study Anticipated Yes , No

Project Concept Report Page: 6
 Project Number: CSHPP-0007-00(579)
 P. I. Number: 0007579
 County: Turner

- Benefit/Cost Ratio N/A

Project Cost Estimate and Funding Responsibilities:

This project will be funded on an 80% - 20% ratio where Federal Funds pay 80% of the project costs unless specified otherwise below.

	PE	ROW	UTILITY	CONSTRUCTION	MITIGATION
Federal Funds	\$48,000 (80%)	\$0	\$0	\$428,734 (80%)	\$0
Local Match	\$12,000 (20%)	\$0	\$0	\$107,183.50 (20%)	\$0
Total	\$60,000 (100%)	\$0	\$0	\$535,917.50 (100%)	\$0

Any costs above the federal funding amount will be paid by the City of Ashburn at 100%.

Project responsibilities:

- Design: City of Ashburn
- Right of Way Acquisition: N/A
- Right of Way Funding (Real Property): N/A
- Relocation of Utilities: N/A
- Letting to contract: City of Ashburn
- Supervision of construction: City of Ashburn
- Providing material pits: N/A
- Providing detours: N/A
- Environmental Studies/Documents/Permits: City of Ashburn
- Environmental Mitigation: N/A

Coordination:

- Concept Meeting Date: September 9, 2010
- PAR Meeting: None
- FEMA, USCG, and/or TVA: None
- Public involvement: None
- Local government comments: None
- Other projects in area: None
- Railroads: None

Scheduling – Responsible Parties' Estimate

- Time to complete environmental process: **Begin:** Mar 15, 2012 **End:** Feb 15, 2013
- Time to complete preliminary construction plans: **Begin:** Feb 16, 2013 **End:** Apr 16, 2013
- Time to complete final construction plans: **Begin:** Apr 17, 2013 **End:** Jun 17, 2013
- List other major items that will affect the project schedule: None

27 April, 2012

State of Georgia
Department of Transportation

Project Concept Report Page: 7
Project Number: CSHPP-0007-00(579)
P. I. Number: 0007579
County: Turner

Other alternates considered: None.

Comments: None.

Attachments:

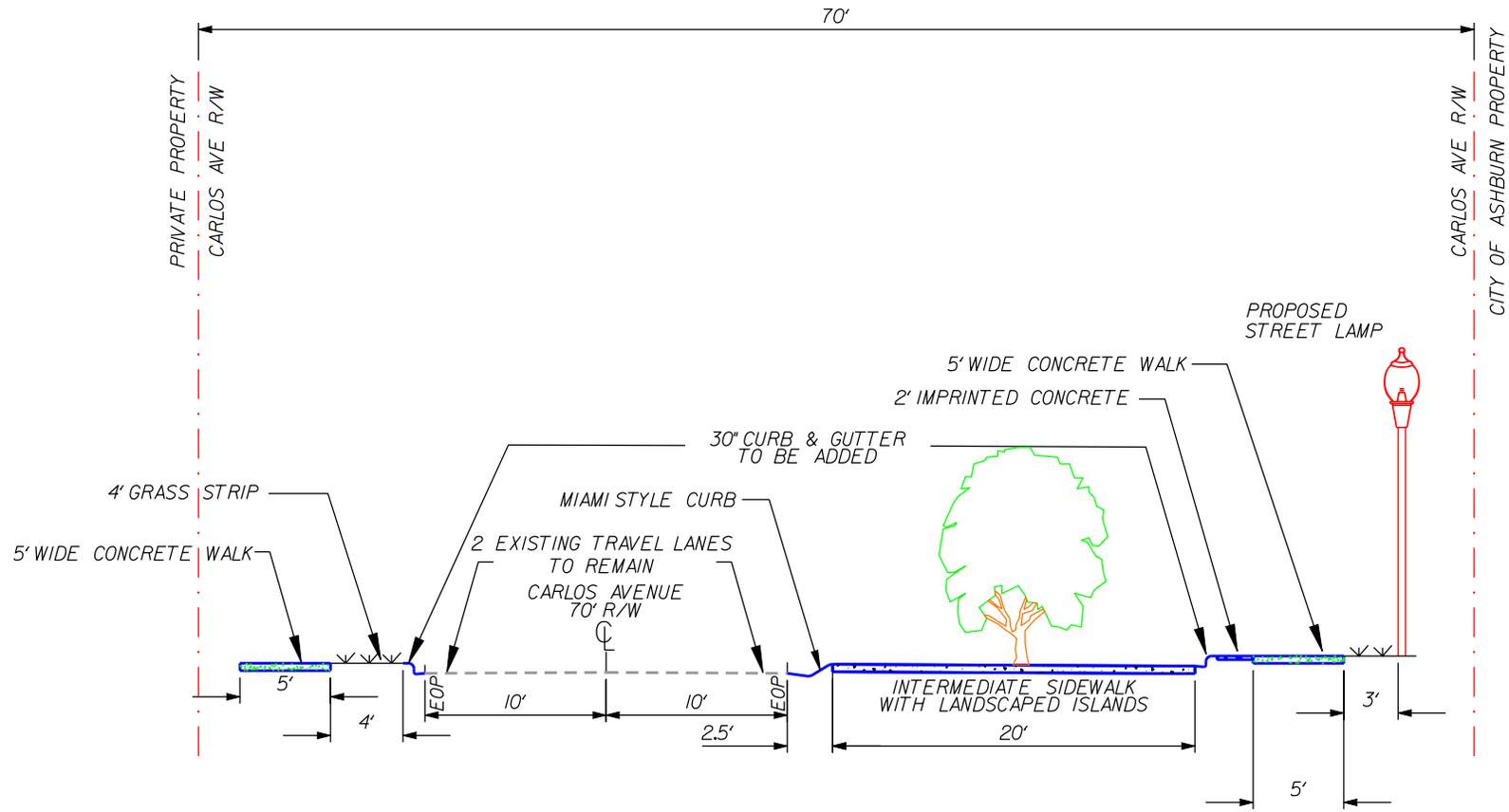
1. Typical Section – Carlos
2. Typical Section – Jefferson
3. Plan View
4. Detailed Cost Estimate
3. Sketch Location Map
4. Minutes of Concept Meeting
5. Project Framework Agreement
6. Lighting Agreement Letter of Intent

Concur: All R M: M
 Director of Engineering

Date: 5/29/12

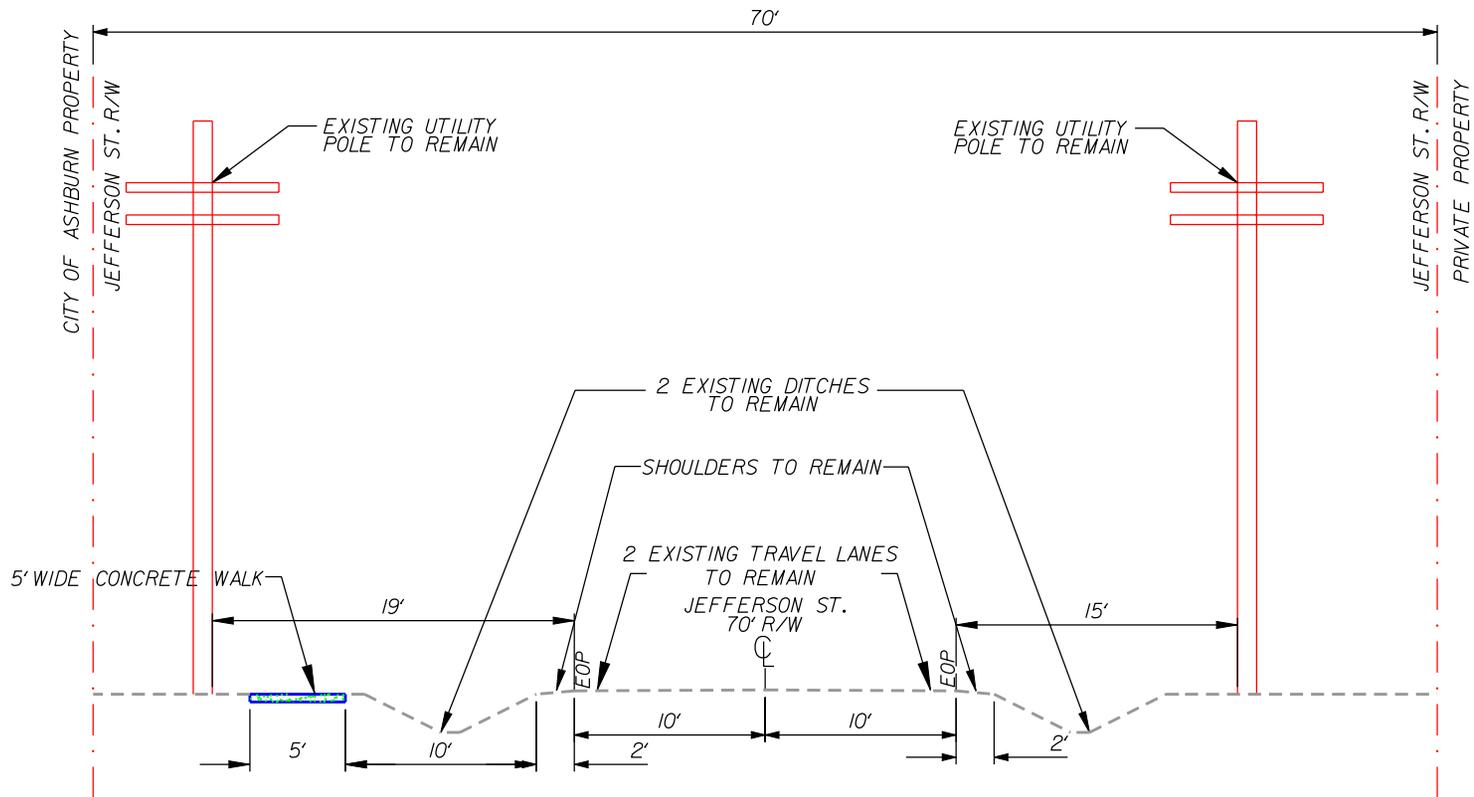
Approve: Dae MR
 Chief Engineer

Date: 6/14/2012



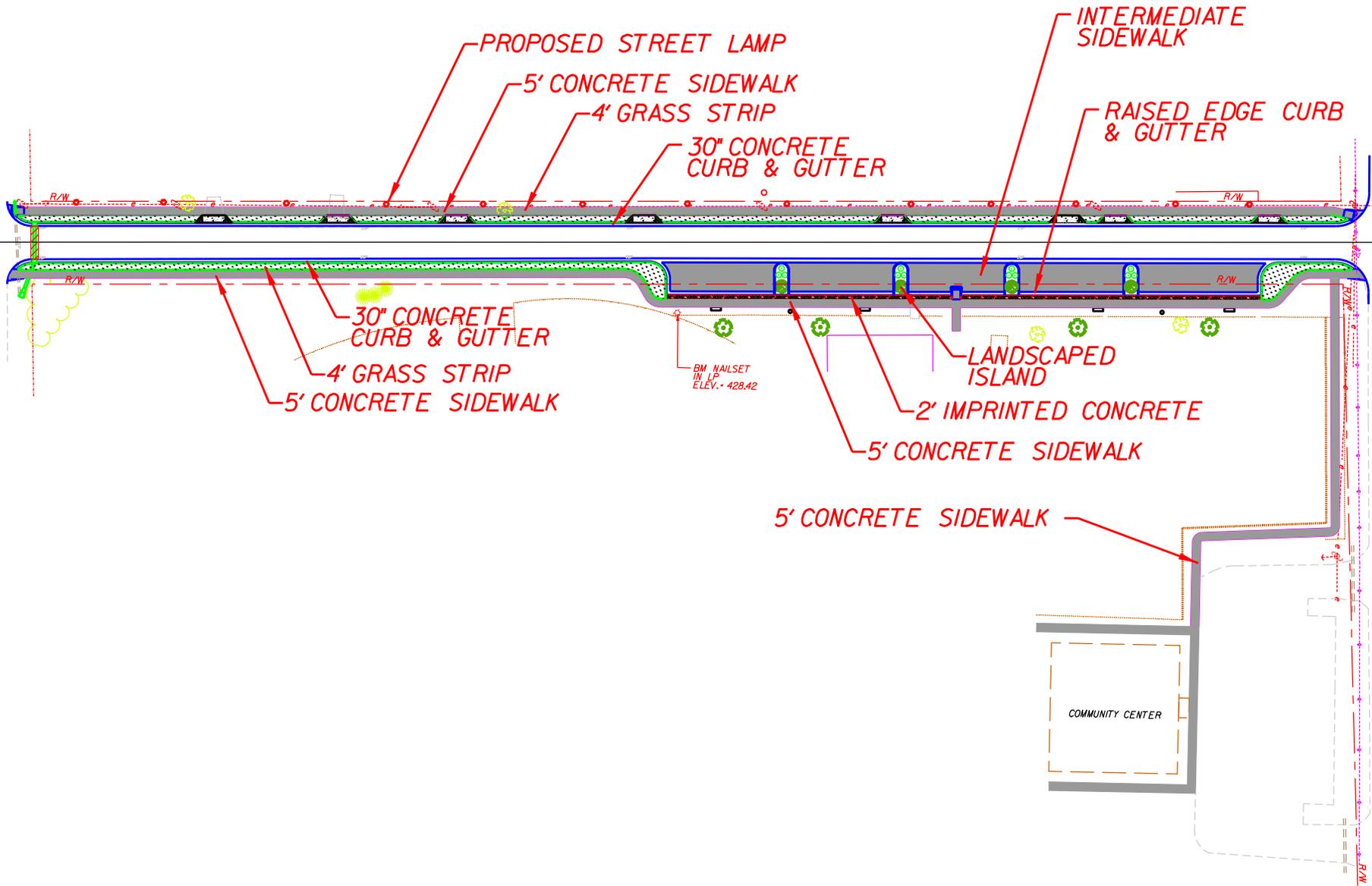
**CARLOS AVENUE
TYPICAL SECTION**

CARLOS AVENUE IMPROVEMENTS



**JEFFERSON STREET
TYPICAL SECTION**

JEFFERSON STREET IMPROVEMENTS



CARLOS AVENUE IMPROVEMENTS

**DETAILED COST ESTIMATE
SIDEWALKS ALONG WHEELER AVE. & CARLOS AVE. IN ASHBURN
P.I. No. 0007579**

Item #	Description	Unit	Quantity	Unit Price	Amount
005-0002	Lighting	LS	1	\$ 35,000.00	\$ 35,000.00
009-2000	Landscaping & Irrigation	LS	1	\$ 39,537.50	\$ 39,537.50
163-0232	Temporary Grassing	AC	0.5	\$ 350.00	\$ 175.00
163-0240	Mulch	TN	1	\$ 150.00	\$ 150.00
163-0529	Construct and Remove Straw Check	LF	100	\$ 2.00	\$ 200.00
165-0010	Maint Silt Fence, TP A	LF	250	\$ 0.10	\$ 25.00
165-0071	Maint Sediment Barrier - Straw	LF	50	\$ 0.10	\$ 5.00
171-0010	Temporary Silt Fence, TP A	LF	500	\$ 2.00	\$ 1,000.00
201-1000	Clear & Grub	LS	1	\$ 6,000.00	\$ 6,000.00
210-0100	Grading	LS	1	\$ 37,149.00	\$ 37,149.00
441-0104	4" Conc. Sidewalk	SY	6000	\$ 52.50	\$ 315,000.00
441-4130	30" Conc. Gutter w/ Raised Edge	LF	365	\$ 12.00	\$ 4,380.00
441-6021	30" Curb & Gutter	LF	1625	\$ 12.00	\$ 19,500.00
441-7011	Curb Cut Wheelchair Ramp	EA	8	\$ 1,500.00	\$ 12,000.00
550-1240	24" Rein. Conc. Pipe	LF	500	\$ 45.00	\$ 22,500.00
611-5015	Relocate Fence	LF	1000	\$ 2.50	\$ 2,500.00
636-1020	Signs	SF	10	\$ 150.00	\$ 1,500.00
636-2070	Sign Posts	LF	10	\$ 50.00	\$ 500.00
668-2100	Drop Inlet	EA	2	\$ 6,000.00	\$ 12,000.00
	Engineering and Contingency (5%)	LS	1	\$ 26,796.00	\$ 26,796.00
TOTAL CONSTRUCTION					\$ 535,917.50

PRELIMINARY ENGINEERING COSTS	
Concept Report	\$ 5,200.00
Historical Clearance	\$ 10,000.00
Environmental Clearance	\$ 16,000.00
Engineering Survey & Design	\$ 26,000.00
Bid and Award	\$ 2,800.00
TOTAL PE ESTIMATE	\$ 60,000.00

**Department of Transportation
State of Georgia**

**Concept Meeting Minutes
September 09, 2010**

Project No.: CSHPP-0007-00(579) & CSHPP-0007-00(596), Quitman County
PI No.: 0007579 & 0007596
Description: SIDEWALKS ALONG WHEELER AVE & CARLOS AVE IN ASHBURN
& STREETScape IN ASHBURN

A concept meeting for the subject project was held on Sept. 09, 2010. The meeting was requested and conducted by Ralph Griffin, GDOT Project Manager. The meeting was held at City Hall in Ashburn, Georgia and began at 10:00 am. A sign in sheet was passed around and will be made a part of the minutes. The meeting began with Ralph Griffin asking David Palmer, Palmer & Hilliard Engineering, Inc., to discuss each project's need and purpose. Additionally, the projects' concept reports were reviewed.

SIDEWALKS ALONG WHEELER AVE & CARLOS AVE IN ASHBURN, P.I. 0007579

1. David Palmer (Palmer and Hilliard Engineering) stated the following:
 - a. The City intends to provide off-street parking facilities and pedestrian access along Carlos Avenue.
 - b. The City intends to provide sidewalks and parking access along Jefferson Street.
2. Ben Taylor (City of Ashburn) stated that there will be no improvements along Wheeler Avenue due to limited right-of-way.
 - a. Shane Pridgen (GDOT District Planning and Programming Engineer) stated that the project description should be revised.
 - b. Sandy Griffin (GDOT District Design Engineering, Project Manager) indicated the change could be cited within the Concept Report, or the change could be brought before the Administrator of the GDOT Office of Program Control, Genetha Rice-Singleton.
 - c. Shane Pridgen added that the Concept Report should reveal why there are no improvements proposed along Wheeler Avenue.
3. David Palmer asked Shane Pridgen to explain the revised Project Cost Estimate and Funding Responsibilities.

- a. **Preliminary Engineering:** \$48,000.00 (Federal)
\$12,000.00 (Local)
 - b. **Construction:** \$401,950.00 (Federal)
\$100,487.50 (Local)
 - c. Sandy Griffin added that a separate box should be included within the Concept Report that states the City of Ashburn's funding responsibilities.
4. Shane Pridgen mentioned that the City of Ashburn may lose a portion of their construction budget to the GDOT overhead costs for overseeing, or managing projects. Mr. Pridgen added that a budget for these costs is unclear at this time.
- a. David Palmer asked if TE Projects will be required to add these costs in their budgets. Shane Pridgen stated that we are not sure if these requirements will be extended to TE Projects.
5. **District Environmental:**
- a. Dennis Carter (GDOT District Environmentalist) began by stating that the Concept Report is calling for a CE, but if the surveys (social, cultural, and natural resources) find minor to no environmental impacts, a PCE may be prepared in the place of the CE. Mr. Carter explained the PCE's procedures and benefits.
 - b. David Palmer asked if the Concept Report should be revised to exclude the CE under the environmental analysis heading. Dennis Carter asked Mr. Palmer to leave the Categorical Exclusion anticipated box checked.
 - c. David Palmer asked if the NEPA writer is required to be prequalified with GDOT. Dennis Carter and Sandy Griffin answered "yes" to Mr. Palmer.
6. **District Traffic Operations:**
- a. Geno Hasty (GDOT District Traffic Operations Manager) had nothing to add concerning this project, but he does have concerns for P.I. No. 0007596. These concerns are listed below, under the heading "District Traffic Operations" for P.I. No. 0007596.
7. **District Utilities:**
- a. Bill Cooper (GDOT Assistant District Utilities Engineer) stated that GDOT utility permits are required from utility owners in the event of relocated facilities along state routes.
 - b. Bill Cooper stated that lighting along state routes will require lighting agreements with the GDOT Office of Utilities.
 - c. Bill Cooper stated that utility owners are responsible for relocation costs within the public right-of-way, unless the City requests that existing overhead utilities be placed underground.

- d. Bill Cooper stated that the City is responsible for relocation costs outside of the right-of-way.
- e. Bill Cooper asked that Alltel be changed to Windstream Communications.

8. **Utility Owners:**

- a. The City stated that water, gas and sewer facilities are present within the project limits. The City recognizes that a sanitary sewer manhole may be impacted by a proposed landscaped flower bed.
- b. A Community Development Block Grant (CDBG) Project will be constructed prior to the construction of P.I. 0007579. Ben Taylor will ensure that there are no conflicts between the two projects.

9. **GDOT Area Office:**

- a. David Sparks (GDOT Area Engineer) asked GDOT's role in construction supervision. Shane Pridgen responded with "random inspections" and Brent Thomas (GDOT District Preconstruction Engineer) added that the GDOT Area Office's responsibilities will be similar to "PR Projects".

10. **General Comments:**

- a. Shane Pridgen asked David Palmer if he had obtained any updated traffic counts. The Concept Reports contains traffic counts from 2009. Mr. Pridgen asked if the City intends to purchase additional right-of-way. Ben Taylor responded "no", and Mr. Pridgen asked David Palmer to revise the Concept Report to state "zero" for the number of parcels.
- b. Brent Thomas asked for verification on the proposed right-of-way. The typical section within the Concept Report proposes improvements outside of the existing right-of-way. Ben Taylor mentioned that the City owns the entire block. Shane Pridgen asked Ben Taylor if the City could move forward with deeding the proposed right-of-way as "roadway". Mr. Taylor stated that the City will request a plat change for the aforementioned property.
- c. Sandy Griffin asked David Palmer to uncheck the Railroad Coordination Required and VE Study Anticipated blocks within the Concept Report. Mr. Griffin also asked David Palmer to remove any unnecessary coordination activities (USCG, etc.) listed within the Concept Report.
- d. Brent Thomas asked David Palmer to include the Concept Meeting date. Mr. Thomas also explained that a PIOH Meeting wouldn't be required for this project.
- e. Brent Thomas asked Ben Taylor to revise the existing right-of-way. Mr. Taylor stated that he will move forward with deeding the required right-of-way over to the streets.

5. **District Utilities:**

- a. Same concerns as those listed above, under the heading “District Utilities” for P.I. No. 0007579. Bill Cooper requested that proposed improvements remain outside of the railroad’s right-of-way.

6. **Utility Owners:**

- a. Janice Bishop (Windstream) stated that they will be unable to relocate existing poles. Mrs. Bishop added that relocating these poles would require railroad coordination. Mrs. Bishop mentioned that the existing facilities could be placed underground at the City’s expense, but David Palmer stated that he will design around these utilities due to budget.

7. **GDOT Area Office:**

- a. Same concerns as those listed above, under the heading “GDOT Area Office” for P.I. No. 0007579.

8. **General Comments:**

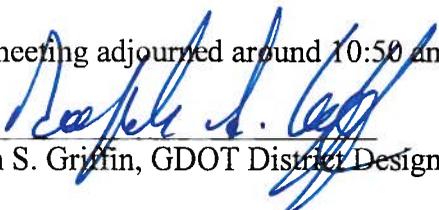
- a. Sandy Griffin asked David Palmer to make the same revisions to the Concept Report as those listed within 11(c) above, under the heading “General Comments” for P.I. No. 0007579.
- b. Brent Thomas asked David Palmer to make the same revisions to the Concept Report as those listed within 11(d) above, under the heading “General Comments” for P.I. No. 0007579.
- c. Brent Thomas asked David Palmer to verify the right-of-way width along the adjacent store fronts and to verify the number of parcels. Mr. Thomas was concerned that the proposed improvements may require easements, thereby, requiring the completion/submission of right-of-way plans. Mr. Palmer responded with the following: a survey has been completed and the existing right-of-way width is 80 feet. Mr. Palmer added that the number of parcels is zero and he will revise the Concept Report under the heading “Proposed Design Features”. Additionally, Mr. Palmer mentioned that if easements are required, he will complete the necessary right-of-way plans.
- d. Sandy Griffin asked David Palmer to revise the cover of the Concept Report, which shall include the Project Manger’s signature and exclude the signature of the State Bridge Design Engineer.
- e. Shane Pidgen asked Ben Taylor if the City or their consultant had completed the Department’s IAP Training. Mr. Taylor responded with “No”, and Mr. Pidgen stated that the City is required to be certified and he will notify the City of any upcoming training dates.

- f. Sandy Griffin mentioned to David Palmer that the PDP has been revised and the L&D approval date has been changed to correspond with the Environmental approval date. Dennis Carter reiterated that the project limits should be verified before beginning any environmental tasks. Mr. Griffin added that the environmental consultant shall not submit for environmental approval prior to the Concept Report approval.
- g. Sandy Griffin closed the General Comments section with asking David Palmer to make the necessary changes to the Concept Report and resubmitting the revised report to the project manager for review.

9. **Mayor Jim Hedges:**

- a. Mayor Hedges asked Sandy Griffin about the expected start date for construction. Mr. Griffin responded with the same information listed within 12(a) above, under the heading "Mayor Jim Hedges" for P.I. No. 0007579.

The meeting adjourned around 10:50 am.


Ralph S. Griffin, GDOT District Design Engineer, Project Manager

SIGN IN SHEET

PROJECT NO.: CSHPP-0007-00(579) &
CSHPP-0007-00(596)

P. I. NO.: 0007579 & 0007596

COUNTY: Turner

DATE: Sept. 9, 2010

TIME: 10:00 AM

<u>NAME</u>	<u>AGENCY</u>	<u>PHONE NO.</u>
Ralph S. Griffin	GDOT / PM	229-386-3618
JASON T. WIGGINS	GDOT / DESIGN	229- ³⁹¹ 386 -2541
BRENT A. THORNTON	GDOT / PRECST	229-386-3300
Dennis Carter	GDOT / Environmental	229-386-3046
Bill Cooper	GDOT / utilities	229-386-3288
Shane Pridgen	GDOT / Planning	229-386-3045
Grego. Hasty	GDOT / TRAFFIC Operations	229-386-5435
DAVID PALMER	PALMER & Hilliard Engineering	229-446-4980 / 349-0166 (cell)
DEB TAYLOR	CITY of Ashburn	229-567-3431
Carlton Webb	" " "	" "
Janice Bishop	Windstream	229-468-9100
DAVID SPARKS	GDOT	229-426-5244
Jim Hedges	Ashburn	229-567-3431
STACY AULTMAN	GDOT	386-3312
Ronnie Shriver	Ashburn	
Rajee Giddens	Ashburn	567-1716

Vance C. Smith, Jr. Commissioner



DEPARTMENT OF TRANSPORTATION

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

July 23, 2009

The Honorable James Hedges, Mayor
P. O. Box 766
Ashburn, Georgia 31714

Dear Mayor Hedges:

I am returning for your files an executed agreement between the Georgia Department of Transportation and the City of Ashburn for the following projects:

PROJECT#: CSHPP-0007-00(579) Turner County, P.I. #0007579
PROJECT#: CSHPP-0007-00(596) Turner County, P.I. #0007596

We look forward to working with you on the successful completion of the joint project. Should you have any questions, please contact the Project Manager Sandy Griffin at (229)386-3618.

Sincerely,

Angela O. Whitworth
Angela O. Whitworth, 
Financial Management Administrator

AOW:rm

Enclosure

c: Bob Rogers
Joe Sheffield – District 4
Jeff Baker – Utilities

→ BBENT / SANDY
SANDY
PIFACE
UTILITY

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF ASHBURN
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this 23rd day of July, 2009, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Ashburn, acting by and through its Mayor and City Council or Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the ~~DEPARTMENT a desire to improve the transportation facility described in~~ Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and



WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT shall by following the procedures in the DEPARTMENT's Local Administered Project Manual 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 reimburseable utility relocations, all non-reimburseable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment A, attached hereto 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.

3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to Right of Way or Construction 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.

4. 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 gutter and the sidewalk within the PROJECT limits.

5. 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, as applicable.

6. 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.

7. 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 7b 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 Protection 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 Hydraulic 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, 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 location of 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 and CAICE 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 along with a Benefit Cost, hereinafter referred to as "B/C ratio" 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 and B/C ratio shall also be updated yearly if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates and B/C ratio 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 and Local Administered Project Training. 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.

8. 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.

9. 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.



10. 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.

11. 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 relocations. The costs 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 relocations 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 on construction.



12. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects unless otherwise shown in attachment "A"; 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.

13. 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, utility/railroad relocation and construction.



14. 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.



15. 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 Chapter 10 of the DEPARTMENT's Local Administered Project Manual.

16. 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.



17. 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.

18. 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 or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays 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.



This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

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



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

City of Ashburn

DEPARTMENT OF TRANSPORTATION

BY: Vance C. Smith
Commissioner

BY: J. Hedges
Name James A. Hedges
Title Mayor

ATTEST: Paul H. Malyk
Treasurer - Asst.

Signed, sealed and delivered this 28th day of April, 2009, in the presence of:

Amanda G. Hill
Witness

REVIEWED AS TO LEGAL FORM:
Sandra S. Boyer
Office of Legal Services

Sherie G. Mickman
Notary Public



This Agreement approved by Local Government, the 28th day of April, 2009

Attest Ben Taylor
Name and Title CITY MANAGER

FEIN: 58-6000509

ATTACHMENT "A"
Project Number: CSHPP-0007-00(579) Turner County
Project Number: CSHPP-0007-00(596) Turner County

Project (PI#, Project #, Description)	Preliminary Engineering		Right of Way			Construction		Utility Relocation	
	Funding	PE Activity by	*Funding of Real Property	Acq. by	Acq. Fund by	*Funding	Letting by	Utility Funding by	Railroad Funding by
PI# 0007579 CSHPP-0007-00(579) Sidewalks along Wheeler Ave. & Carlos Ave. in Ashburn	(80%) Federal (\$48,000) (20%) LCL GOV (\$12,000) > (\$60,000) 100% Local Gov.	Local Gov.	(100%) LCL GOV	Local Gov.	Local Gov.	(80%) Federal (\$452,000) (20%) LCL GOV (\$113,000) >(\$565,000) 100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.
PI# 0007596 CSHPP-0007-00(596) Streetscape in Ashburn	(80%) Federal (\$24,000) (20%) LCL GOV (\$6,000) > (\$30,000) 100% Local Gov.	Local Gov.	(100%) LCL GOV	Local Gov.	Local Gov.	(80%) Federal (\$176,000) (20%) LCL GOV (\$44,000) >(\$220,000) 100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.

Note: Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. *R/W and Construction amounts shown are estimates for budget planning purposes only.

ATTACHMENT "B"
0007579 & 0007596 – Turner County

Proposed Project Schedule

Environmental Phase								
Concept Phase								
Preliminary Plan Phase								
Right of Way Phase								

Deadlines for Responsible Parties	Execute Agreement	OCT/2009 (Approve Concept)	MAY/2010 (Approve Env. Document)	NOV/2010 (Authorize Right of Way funds)	APRIL/2011 (Authorize Const. funds)
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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.



City of Ashburn

259 EAST WASHINGTON AVENUE
P.O. BOX 766
ASHBURN, GEORGIA 31714

TELEPHONE
(229) 567-3431
FAX
(229) 567-9284

Mr. Randy Rathburn, P.E.
Georgia Department of Transportation
600 West Peachtree St, 25th Floor
Atlanta, GA 30308

March 7, 2012

**RE: PI 0007597 – CARLOS AVENUE
PI 0007579 – DOWNTOWN STREETSCAPE
LIGHTING AGREEMENT**

Dear Mr. Rathburn:

It is the City of Ashburn's intentions to take responsibility for the operation, maintenance, and energy for the lighting proposed in the above-referenced projects.

Sincerely,

Ben Taylor
City Manager

cc: Palmer & Hilliard Engineering