

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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

**FILE** P.I. #s 0008912 & 0009104                      **OFFICE** Design Policy & Support  
CSHPP-0008-00(912) &  
CSTEE-0009-00(104)  
GDOT District 1 - Gainesville  
Lumpkin County    **DATE** June 11, 2012  
Downtown Dahlonega Pedestrian & Landscape Improvements

**FROM** *Kim Phillips*  
*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  
Bayne Smith, District Engineer  
Robert Mahoney, District Preconstruction Engineer  
Allen Ferguson, District Utilities Engineer  
Justin Lott, Project Manager  
BOARD MEMBER - 9th Congressional District

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

PROJECT CONCEPT REPORT

Project Number: CSHPP-0008-00(912) / CSTE-0009-00(104)

County: Lumpkin

P. I. Number: 0008912 / 0009104

Federal Route Number: N/A

State Route Number: N/A

Project consists of pedestrian space improvements along West Main Street (from Church Street to South Chestatee Street) and South Chestatee Street (from West Main Street to Choice Street) in the City of Dahlonega.

\* SUBMISSION ON FILE

Submitted for approval:

DATE 4/3/2012

DATE 2-23-12

DATE 1-3-12

Andrew D. Kohr  
Andrew Kohr, Robert and Company

\* Bobby Hilliard / KLP  
Office Head (Project Manager's Office)

\* Justin Lott / KLP  
Project Manager

Recommendation for approval:

DATE \_\_\_\_\_

DATE 4-25-12

DATE 1-13-12

DATE \_\_\_\_\_

DATE 1-12-12

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Program Control Administrator  
\*\* Glenn Bowman / KLP

State Environmental Administrator  
\*\* Kathy Zahui / KLP  
State Traffic Engineer

Project Review Engineer  
\*\* Patrick Allen / KLP  
FOR State Utilities Engineer

District Engineer / District Utilities Engineer

State Transportation Financial Management Administrator

\*\* Recommendation on file.

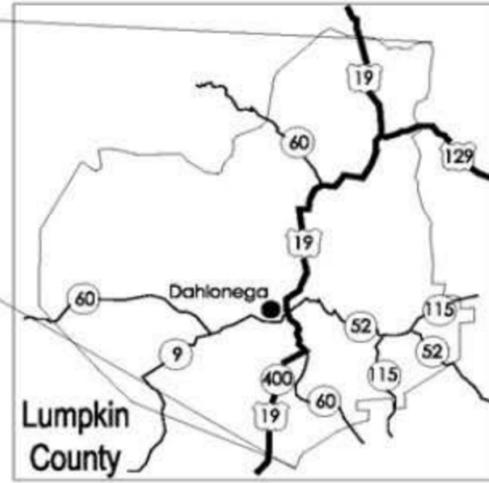
The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Program (RTP) and/or the State Transportation Improvement Program (STIP).

DATE 4-16-12  
Cynthia L. Vandevoort  
State Transportation Planning Administrator

### County Location



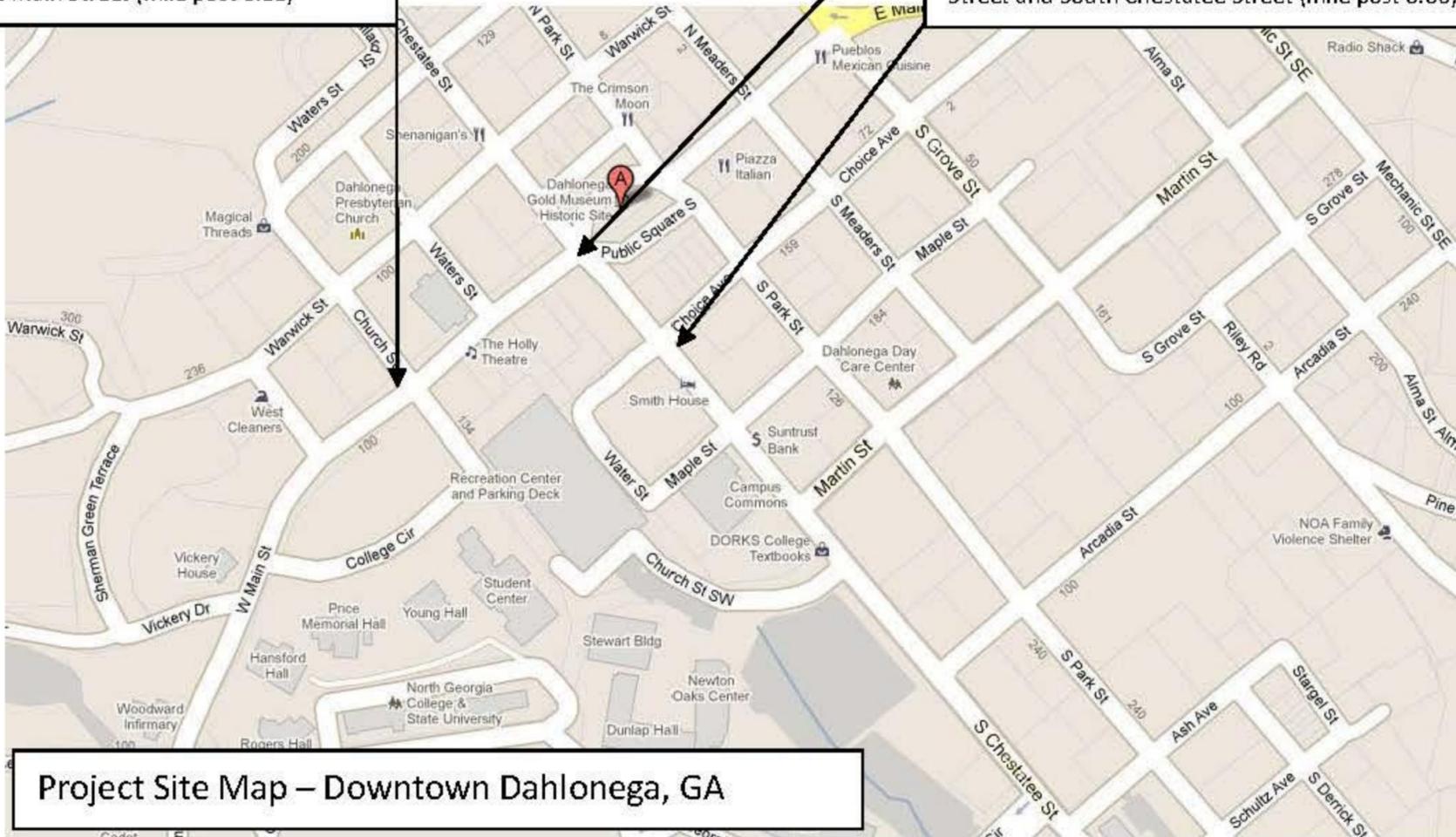
### City Location



Begin project southwest of intersection of Church Street and West Main Street (mile post 0.11)

Intersection of West Main Street and South Chestatee Street is mile post 0.00

End project southeast of intersection of Choice Street and South Chestatee Street (mile post 0.06)



Project Site Map – Downtown Dahlonega, GA

**Need and Purpose:**

**8912:** This is the first phase of implementation of downtown Dahlonega's streetscape improvement program. South Chestatee Street and West Main Streets have been identified as corridors needing improved pedestrian facilities, accessibility, and stormwater infrastructure improvements. The intent is to match existing local materials/amenities including decorative pavers, and retaining walls. In addition, this area is heavily traveled with pedestrian traffic and requires greater accessibility through the addition of ADA accessible ramps and crosswalks. This area is a part of the core of the commercial downtown and streetscape improvements would promote economic opportunity in downtown Dahlonega.

**9104:** As part of the first phase of implementation on South Chestatee and West Main Streets, pedestrian lighting, trash receptacles, and benches have been identified as needs along the corridor. This funding will pay for the materials and other appurtenances necessary for the complete installation of pedestrian lighting system on both streets within the project area as well as trash receptacles and benches at predetermined locations within the project area

**Description of the proposed project:**

**8912:** Project includes the construction of the following:

- **West Main Street:**
  - Project length is 280 feet extending from South Chestatee (Mile Post 0.00) southwest to the intersection of Church Street (Mile Post 0.06)
  - Installation of 8-ft. wide clay paver sidewalks with new granite curbing on northwest side of roadway
  - Installation of clay paver sidewalk of varying widths (8-22 ft.) with granite curbing of varying width on southeast side of roadway
  - Establishment of 11-ft. wide travel lanes
  - Establishment of 5-ft. wide bicycle lanes in both directions (bike lanes are currently being planned through the downtown connecting the local university to nearby shopping centers)
  - Realignment of 8-ft. wide parallel parking on both sides of roadway
  - Installation of new catch basins and drop inlets on both sides of roadway
  - Rehabilitation of 6'-wide green buffer zone with new street trees and plantings which can minimize stormwater runoff on both sides of roadways
  - New striping for crosswalks, stop bars, bicycle lanes, travel lanes, and parking lanes
  - Installation of ramp opposite Waters Street intersection
  - Installation of ADA accessible ramps at all intersections within project area
  - Installation of new ornamental iron barrier railing
  - Installation of new regulatory and street signage
  - Relocation of overhead power, telephone, and cable lines underground with service reconnects
- **South Chestatee Street:**
  - Project length is 280 feet extending from West Main Street (Mile Post 0.00) southeast to the intersection of Choice Street (Mile Post 0.06)

- Installation of clay paver sidewalks of varying widths (6-13.5 ft) with new granite curbing of varying width on the southwest side of the roadway
  - Installation of clay paver sidewalks of varying widths (7-10 ft.) with new granite curbing of varying width on the northeast side of the roadway
  - Establishment of 11-ft. wide travel lanes
  - Installation new catch basins and drop inlets
  - New striping for crosswalks, stop bars, bicycle lanes, travel lanes
  - Installation of new street trees and plantings
  - Installation of ADA accessible ramps at all intersections within project area
  - Redesign of existing retaining wall on northeast side of street
  - Installation of new ornamental iron railing
  - Installation of new regulatory and street signage
  - Relocation/undergrounding of utilities at South Chestatee/Choice intersection
  - Installation of pedestrian scale lighting
- **Traffic Islands at South Chestatee/West Main Intersection:**
    - Realignment of islands to facilitate better traffic flow
    - Elimination of crosswalks and accessible ramps in order to direct pedestrians to cross at new crosswalk south of intersection (on South Chestatee)
    - New plantings
    - Installation of new regulatory signage

**9104:** Project includes installation of pedestrian scale lighting on West Main Street and installation of benches and street furniture along West Main Street and South Chestatee. The project length is approximately 560 linear feet along West Main Street extending from South Chestatee Street (mile post 0.00) southwest to the intersection of Church Street (mile post 0.11); and approximately 280 linear feet along South Chestatee Street extending from West Main Street (mile post 0.00) southeast to the intersection of Choice Street (mile post 0.06).

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

Is this project located in an Ozone Non-attainment area? \_\_\_\_\_ Yes  No

PDP Classification: Major \_\_\_\_\_ Minor

Federal Oversight: Full Oversight ( ) Exempt (x) State Funded ( ) or Other ( )

Functional Classification: Rural Minor Collector

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

Traffic (AADT):

Base Year: (XXXX) N/A Design Year: (XXXX) N/A

**NOTE: This is an enhancement project that will not be adding capacity to the road network. Therefore AADTs are not required.**

### **Existing design features:**

- **Typical Section:**  
**West Main Street:** West Main has a 12-ft. wide southwest bound travel lane, a 15-ft. wide northeast bound travel lane, 8-ft. wide parallel parking lanes on both sides of the road, a 6" concrete curb, a 6.5-ft. wide green buffer zone on southeast side, a 13-ft. wide green buffer zone on northwest west side, with a 6-ft. wide concrete sidewalk on the northwest side, and a 6.5-ft. wide clay paver sidewalk on the southeast side of the roadway. Pedestrian lighting does exist, however it does not meet current light level requirements. Twelve utility poles stand in the buffer strip along West Main. They provide overhead power, telephone, and cable service to customers along this corridor.  
  
**South Chestatee Street:** South Chestatee Street has a 14.5-ft. wide northwest bound travel lane, a 16.5-ft. wide southeast bound travel lane, a 5.5-ft. wide clay paver sidewalk on the southwest side of the road with flush header conc. curbing, a 5-ft. wide concrete sidewalk with 6" header curbing on the northeast side, a 4-ft. wide vegetated buffer strip (outside of the right-of-way) between the sidewalk and the building façade on the northeast side, and a retaining wall with barrier railing on the southwest side of the road. There is currently no pedestrian lighting in this project area. Two utility poles provide overhead power, telephone, and cable to businesses along the corridor.
- **Posted speed:** 25 mph
- **Minimum radius for curve:** N/A
- **Maximum super-elevation rate for curve:** N/A
- **Maximum grade:** N/A
- **Width of right-of-way:** 90 ft. (West Main St.); 42 ft. (South Chestatee Street)
- **Major structures:** N/A
- **Major interchanges or intersections along the project:** N/A
- **Existing length of roadway segment:** 820 linear feet (.17 Miles). Beginning mile log at West Main Street/Church Street (0.11) and ending point on South Chestatee Street/Choice Street (0.06). See location map on page 2.

### **Proposed Design Features:**

- **Proposed typical section(s):**  
**West Main Street:** The proposed section for West Main includes two 11-ft. wide travel lanes, two 5-ft. wide bicycle lanes, 8-ft. wide parallel parking lanes on both sides of the road, a 6" concrete curb, a 6-ft. wide green buffer zone with street trees on both sides of the road (which would include locations for street furniture and trash receptacles), an 8-ft. wide clay paver sidewalk on the northwest side, and a clay paver sidewalk of varying width (8-22 ft.) on the southeast side of the roadway. Overhead utility lines will be relocated underground beneath the sidewalk. New pedestrian light poles will be located within the sidewalk space a minimum of 18" from the edge of the buffer strip (Pedestrian lighting will be funded by PI 0009104).

**South Chestatee Street:** The proposed section for South Chestatee Street includes two 11-ft. travel lanes, a 6-ft. wide clay paver sidewalk (with street furniture and trash receptacles located at the back of the sidewalk) on the southwest side of the road with flush header conc. curbing, and a clay paver sidewalk of varying width (6-9 ft.) with 6" header curbing on the northeast side. A new retaining wall with barrier railing on the northeast side of the road would be constructed (this wall will conform to GDOT standard 9031L). New pedestrian light poles would be placed a minimum of 18" back from the face of curb.

- **Proposed Design Speed Mainline:** 25 mph
- **Proposed Maximum grade Mainline:** N/A
- **Maximum grade allowable:** N/A
- **Proposed Maximum grade Side Street \_\_\_\_\_%:** N/A
- **Maximum grade allowable:** N/A
- **Proposed Maximum grade driveway \_\_\_\_\_%:** N/A
- **Proposed Maximum degree of curve \_\_\_\_\_:** N/A
- **Maximum degree allowable \_\_\_\_\_:** N/A
- **Maximum superelevation rate \_\_\_\_\_:** N/A
- **Right-of-Way:**
  - **Width:**
    - West Main Street: 90-ft ROW would remain intact
  - South Chestatee Street: 43-47 ft. (varies). Up to 4 ft. of ROW would need to be acquired along northeast side of roadway, which would extend to face of existing building.
  - **Easements:** Temporary (x) Permanent ( ) Utility ( ) Other ( ).
  - Type of access control: Full ( ) Partial ( ) By Permit ( ) Other ( ). N/A
  - Number of parcels: 3 Number of displacements: 0
    - Business: 2
    - Residences: \_\_\_\_\_
    - Mobile homes: \_\_\_\_\_
    - Other: 1 (church)
- **Structures:**
  - **Bridges** N/A
  - **Retaining walls:** Reconstruction of retaining wall on northeast side of intersection at Choice Street/South Chestatee Street. Reconstruction would better facilitate pedestrian access, improve pedestrian safety, and improve stormwater management discharge. This retaining wall will meet GDOT Standard 9031L. *Alternative design:* No-build. Leaving retaining wall as-is would not provide an accessible entrance, would continue to allow unsafe pedestrian environment with minimal barriers, and would continue to allow stormwater into site and overflow of storm drain. Alternative design is not recommended.
- **Major intersections, interchanges, median openings and signal locations.** Medians at West Main Street and South Chestatee Street. Modifications to this intersection include: reconstructing center medians to provide for a better flow of traffic originating from the Square; removal of crosswalks and ADA ramps (and relocation to southeast and

southwest of intersection); and beautification including new plant material and new signage.

- **Transportation Management Plan Anticipated:** Yes ( ) No (x)
- **Design Exceptions to controlling criteria anticipated:**

	<u>YES</u>	<u>NO</u>	<u>UNDETERMINED</u>
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:** Design Variance anticipated for lateral offset to obstruction. This includes proposed pedestrian light poles located on South Chestatee Streets; regulatory signage with breakaway poles located in two medians at the intersection of South Chestatee and West Main Streets; and street trees located in the buffer strip and tree grates along West Main and South Chestatee Streets. The Design Variances will be requested in April 2012.
- **Environmental concerns:**
  - History: Project area will be surveyed and a History Survey Report and Project Effects Report will be created.
  - Archaeology: A Phase 1 Cultural Resources Survey will be conducted and report created.
  - Air: An Air Quality Impact Assessment Worksheet will be submitted.
  - Noise: A Noise Screening Assessment will be submitted.
- **Anticipated Level of environmental analysis:**
  - Are Time Savings Procedures appropriate? Yes (x) No ( )
  - **Categorical exclusion anticipated**
- **Utility involvements:**
  - Power/Electricity (Pedestrian Lighting): Georgia Power – material supply and installation of pedestrian-scale street lighting system along West Main Street and South Chestatee Street. A long-term agreement will be executed between the City of Dahlonega and GA. Power. See Attachment 7.
  - Power/Electricity (General Service): Georgia Power – material supply and relocation of existing overhead power lines underground with new service connects along West Main Street and South Chestatee Street.
  - Telephone/Cable: Windstream Communications - material supply and relocation of existing telephone/cable connections underground with new service connects. Undergrounding utilities will be coordinated with other utilities.
- **VE Study Anticipated:** Yes ( ) No (x)
- **Benefit/Cost Ratio:** N/A

Project Concept Report page 8  
 Project Number: CSHPP-0008-00(912) / CSTE-0009-00(104)  
 P. I. Number: 0008912 / 0009104  
 County: Lumpkin

**Project Cost Estimate and Funding Responsibilities:**  
 CSHPP-0008-00(912)

	PE	ROW	UTILITY	CST	MITIGATION
By Whom	City of Dahlonega	City of Dahlonega	City of Dahlonega	FHWA/City of Dahlonega	N/A
\$ Amount	<del>108,181</del>	83,000	450,000	723,070	

\*104,800 klr

CSTE-0009-00(104)

	PE	ROW	UTILITY	CST	MITIGATION
By Whom	City of Dahlonega	N/A	N/A	FHWA	N/A
\$ Amount	26,250 **			99,825	

klr \*\* There are no PE funds shown for GDOT in TPro for 0009104.

**Project Activities Responsibilities:**

- **Design:** Robert and Company (Engineering consultant for City of Dahlonega)
- **Right-of-Way Acquisition:** City of Dahlonega
- **Right-of-Way funding (real property):** City of Dahlonega
- **Relocation of Utilities:** Georgia Power, Windstream
- **Letting to contract:** City of Dahlonega
- **Supervision of construction:** City of Dahlonega, GDOT, GA Power, Windstream Communications, and Robert and Company
- **Providing material pits:** N/A
- **Providing detours:** N/A
- **Environmental Studies/Documents/Permits:** City of Dahlonega, Robert and Company, New South Associates, Ecological Solutions
- **Environmental Mitigation:** N/A

**Coordination**

- **Concept meeting date and brief summary.** September 9, 2011. A Concept Team Meeting was held at GDOT's headquarters in Atlanta. The project was summarized and GDOT staff were given the opportunity to comment and provide feedback. Overall, the concept was supported. The minutes are included in Attachment 5.
- **Public involvement.** City of Dahlonega completed a Downtown Master Plan in August 2008. Stakeholder/public input was a component of the master plan approval process. This project would implement a portion of their recommendations.
- **Utility Coordination.** The project requires undergrounding of utilities and the installation of new pedestrian lighting. Coordination will occur with Georgia Power and Windstream Communications.
- No other coordination required.

\* \$104,800 is the PE amount for City of Dahlonega.  
 \$50,000 is the PE amount for GDOT for PI # 0008912.

Project Concept Report page 9  
Project Number: CSHPP-0008-00(912) / CSTEE-0009-00(104)  
P. I. Number: 0008912 / 0009104  
County: Lumpkin

**Other alternates considered:**

(1) No Build

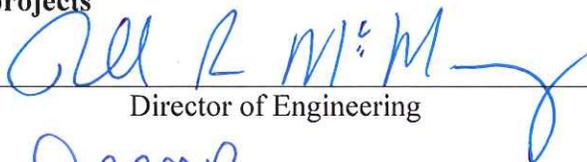
**Comments:**

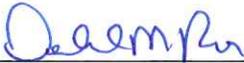
The No Build Alternate would hamper Dahlonega's goal of rehabilitating and restoring its downtown into a more pedestrian-friendly commercial center. Both West Main Street and South Chestatee Streets would lack ADA accessible walkways that are wide enough to accommodate pedestrians. Walking conditions would remain unsafe at intersections and adjacent to retaining walls. Stormwater management would be hampered by outdated inlets and capacity. Finally pedestrian lighting would not meet current requirements set forth by GDOT.

**Attachments:**

1. Detailed Cost Estimates:
  - a. Construction Cost Estimate Summary
  - b. Construction: West Main Street (0008912)
  - c. Construction: South Chestatee Street (0008912)
  - d. Construction: West Main Street (0009104)
  - e. Right-of-Way: South Chestatee Street (0008912)
  - f. Utilities: West Main Street and South Chestatee Street (0008912)
2. Sketch location map.
3. Typical sections
  - a. West Main Street
  - b. South Chestatee Street
4. Traffic Engineering Analysis
5. Concept Team Meeting Minutes – September 9, 2011
6. PFA's for 0008912 and 0009104
7. Lighting agreement letter from City of Dahlonega
8. \*\*\*Propriety Item Requests for brick pavers, pedestrian lighting, trash receptacles, and benches will be submitted at a later date.

**Exempt projects**

Concur:   
Director of Engineering

Approve:   
Chief Engineer

Date: 6/8/12

**PRELIMINARY CONSTRUCTION COST ESTIMATE SUMMARY**

*BROKEN DOWN BY Activity/Project Area/PI Number*

April 3, 2012

CONSTRUCTION ACTIVITY	PI NUMBER	ESTIMATED CONST. COST	REMARKS
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**CONSTRUCTION (0008912)**

West Main Street (Chestatee to Church)	0008912	\$476,302	
South Chestatee Street (Main to Choice)	0008912	\$246,768	

SUBTOTAL \$723,070

**CONSTRUCTION (0009104)**

West Main Street (Chestatee to Church)	0009104	\$99,825	Pedestrian Lighting, Trash Receptacles, and Benches
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SUBTOTAL \$99,825

**UTILITY RELOCATION (0008912)**

West Main Street	0008912	\$450,000	Undergrounding of Utilities along West Main Street
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SUBTOTAL \$450,000

**RIGHT-OF-WAY ACQUISITION (0008912)**

South Chestatee Street	0008912	\$83,000	2 properties along South Chestatee (ROW and Temporary Easements)
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SUBTOTAL \$83,000

0008912 Const. Subtotal	\$723,070	
0008912 ROW Subtotal	\$83,000	Locally funded
0008912 Utility Relocation	\$450,000	Locally funded
0009104 Const. Subtotal	\$99,825	
PE Fees (0008912)	<del>\$65,000</del>	\$104,800 KLP
PE Fees (0009104)	\$26,250	
Engineering/Inspection Fees (0008912/0009104)	\$41,145	.5% of Construction Costs
<b>PROJECT TOTAL</b>	<b>\$1,488,289</b>	

**DOWNTOWN DAHLONEGA STREETScape PLAN - WEST MAIN STREET: CHESTATEE TO CHURCH  
 PRELIMINARY COST ESTIMATE**

April 3, 2012

ITEM	DESCRIPTION	QNTY.	UNIT MEAS.	UNIT PRICE	SUBTOTAL COST	AG. CONST. COST	REMARKS
<b>1</b>	<b>Demolition &amp; Site Prep:</b>					\$100,150	
	Demolition of Existing Curb, Sidewalk, Etc	16,470	SF	\$4.00	\$65,880		Clay pavers to be saved and reused
	Saw Cut Existing Asphalt Roadway	1,070	LF	\$5.00	\$5,350		
	Saw Cut Existing Sidewalk	560	LF	\$7.00	\$3,920		
	Remove Signage	20	EA	\$50.00	\$1,000		Turn over to City
	Erosion and Sediment Control	1	LS	\$20,000.00	\$20,000		
	Final Site Prep	0.40	AC	\$10,000.00	\$4,000		
<b>2</b>	<b>Utility Relocations and Additions:</b>					\$81,200	
	Adjust Water Meter Box/Lid to Finish Grade	12	EA	\$100.00	\$1,200		
	Stormwater Management Inlet/Improvements	1	LS	\$80,000.00	\$80,000		Includes additional inlets & associated piping
<b>3</b>	<b>Paving &amp; Curbing:</b>					\$156,137	
	New Asphalt	1,085	SF	\$3.60	\$3,906		
	Asphalt Patch - Curb	1,975	SF	\$6.75	\$13,331		1.5' from edge of new curbing
	Clay Paver (Pine Hall Brick)	11,250	SF	\$9.00	\$101,250		8' Wide Sidewalk (avg.)
	Truncated Dome Paver	100	SF	\$9.00	\$900		ADA Ramps (7 Ramps)
	Concrete - C.I.P. - 6" - stand. gray	800	SF	\$5.25	\$4,200		ADA Ramps and Transition Areas
	Curb - Concrete Header - 6"x 18"d	1,230	LF	\$15.00	\$18,450		
	Curb - Concrete Header - 6"x 9"d	1,175	LF	\$12.00	\$14,100		
<b>4</b>	<b>Plant Materials:</b>					\$20,200	
	Grassing	8,400	SF	\$1.00	\$8,400.00		
	Trees	24	EA	\$450.00	\$10,800		
	Shrubs	40	EA	\$25.00	\$1,000		
<b>5</b>	<b>Other Miscellaneous Items:</b>					\$118,615	
	Street & Regulatory Signage	24	EA	\$1,500.00	\$36,000		
	Crosswalks	3,430	SF	\$5.00	\$17,150		Streetprint
	Bicycle Marking	9,310	SF	\$1.50	\$13,965		
	Stop Bars/Parking Striping	1	LS	\$4,000.00	\$4,000		
	Barrier Railing	60	LF	\$85.00	\$5,100		ADA Ramp at BB&T Crossing
	Vehicular Directional Sign	1	EA	\$2,500.00	\$2,500		
	Retaining Wall Stone	140	LF	\$285.00	\$39,900		

**TOTAL:**

**\$476,302** All Costs are Order of Magnitude based on April 2012 data

**DOWNTOWN DAHLONEGA STREETScape PLAN - SOUTH CHESTATEE STREET: MAIN TO CHOICE  
 PRELIMINARY COST ESTIMATE**

April 3, 2012

ITEM	DESCRIPTION	QNTY.	UNIT MEAS.	UNIT PRICE	SUBTOTAL COST	AG. CONST. COST	REMARKS
<b>1</b>	<b>Demolition &amp; Site Prep:</b>					\$52,510	
	Demolition of Existing Curb, Sidewalk, Etc.	7,100	SF	\$4.00	\$28,400		
	Saw Cut - Existing Asphalt Roadway	700	LF	\$5.00	\$3,500		
	Saw Cut - Existing Sidewalk	430	LF	\$7.00	\$3,010		
	Remove Signage	20	EA	\$50.00	\$1,000		Turn over to City
	Erosion and Sediment Control	1	LS	\$10,000.00	\$10,000		
	Final Site Prep	0.16	AC	\$10,000.00	\$1,600		
	Wall Removal	1	LS	\$5,000.00	\$5,000		
<b>2</b>	<b>Utility Relocations and Additions:</b>					\$21,000	
	Adjust Water Meter Box/Lid to Finish Grade	10	EA	\$100.00	\$1,000		
	Stormwater Management Inlet/Improvements	1	LS	\$20,000.00	\$20,000		Includes additional inlets and associated piping
<b>3</b>	<b>Paving &amp; Curbing:</b>					\$43,538	
	Asphalt Patch - Curb	400	SF	\$6.75	\$2,700		1.5' from edge of new curbing
	New Asphalt	190	SY	\$22.00	\$4,180		
	Mill & Overlay (1.5" asphalt; no base repair)	1,045	SY	\$6.00	\$6,270		New parking spaces: Avg Space Dim: 22 SY
	Clay Paver (Pine Hall Brick)	2,100	SF	\$9.00	\$18,900		8' Wide Sidewalk (avg.)
	Truncated Dome Paver	50	SF	\$9.00	\$450		ADA Ramps (7 Ramps)
	Concrete - C.I.P. - 6" - stand. gray	650	SF	\$5.25	\$3,413		
	Curb - Concrete Header - 6"x 18"d	825	LF	\$15.00	\$12,375		
	Curb - Concrete Header - 6"x 9"d	700	LF	\$12.00	\$8,400		
<b>4</b>	<b>Plant Materials:</b>					\$4,195	
	Grassing	420	SF	\$1.00	\$420.00		
	Trees	7	EA	\$450.00	\$3,150		
	Shrubs	25	EA	\$25.00	\$625		
<b>5</b>	<b>Other Miscellaneous Items:</b>					\$125,525	
	Street & Regulatory Signage	12	EA	\$1,500.00	\$18,000		
	Crosswalks	1,400	SF	\$5.00	\$7,000		Streetprint, avg:
	Stop Bars/Parking Striping	1	LS	\$1,000.00	\$1,000		
	Barrier Railing	75	LF	\$85.00	\$6,375		aluminum/ornamental
	Stairs - CIP Concrete	10	LF	\$45.00	\$450		Choice Street Property/Commercial Area
	Pedestrian Directional Sign	1	EA	\$2,000.00	\$2,000		Sky Design Plan
	Vehicular Directional Sign	1	EA	\$2,500.00	\$2,500		Sky Design Plan
	Pedestrian Lighting -System Installation	8	EA	\$5,200.00	\$41,600		Supply and install complete system
	Benches	2	EA	\$1,500.00	\$3,000		
	Trash Receptacles	2	EA	\$875.00	\$1,750		
	Retaining Wall - Stone	93	LF	\$450.00	\$41,850		Stack Stone Retaining Wall (6' Avg above ground)

**TOTAL:**

**\$246,768** All Costs are Order of Magnitude based on April 2012 data

**DOWNTOWN DAHLONEGA STREETScape PLAN - WEST MAIN STREET: CHESTATEE TO CHURCH  
 PRELIMINARY COST ESTIMATE**

April 3, 2012

ITEM	DESCRIPTION	QNTY.	UNIT MEAS.	UNIT PRICE	SUBTOTAL COST	AG. CONST. COST	REMARKS
<b>1</b>	<b>Lighting</b>					\$99,825	
	Pedestrian Lighting -System Installation	16	EA	\$5,200.00	\$83,200		Supply and install complete system
	Benches	7	EA	\$1,500.00	\$10,500		
	Trash Receptacles	7	EA	\$875.00	\$6,125		

**TOTAL:**

**\$99,825** All Costs are Order of Magnitude based on April 2012 data

**GEORGIA DEPARTMENT OF TRANSPORTATION  
PRELIMINARY ROW COST ESTIMATE SUMMARY**

Date: 2/20/2012 Project: Dahlonega Ped.  
 Revised: County: Lumpkin  
 PI: 0009104/0008912

Description: Streetscape and Pedestrian Improvements  
 Project Termini: West Main St./Waters St. & South Chestatee St./Choice St.

Existing ROW: 42  
 Required ROW: 43-47 (varies)  
 Parcels: 2

**Land and Improvements \$15,707.64**

Proximity Damage	\$0.00
Consequential Damage	\$0.00
Cost to Cures	\$0.00
Trade Fixtures	\$0.00
Improvements	\$0.00

Valuation Services \$2,000.00

Legal Services \$38,850.00

Relocation \$4,000.00

Demolition \$0.00

Administrative \$21,500.00

**TOTAL ESTIMATED COSTS \$82,057.64**

**TOTAL ESTIMATED COSTS (ROUNDED) \$83,000.00**

Preparation Credits	Hours	Signature

Prepared By:

*Andrew D. Koh*

CG#:

*2/20/2012*  
(DATE)

Approved By:

*Jessie Alexander*

CG#:

*286999*

*2/20/2012*  
(DATE)

**NOTE: No Market Appreciation is Included in this Preliminary Cost Estimate**

**DOWNTOWN DAHLONEGA STREETScape PLAN - SOUTH CHESTATEE STREET: MAIN TO CHOICE  
 PRELIMINARY COST ESTIMATE: RIGHT-OF-WAY**

April 3, 2012

ITEM	ADDRESS (PARCEL ID)	OWNER	TOTAL LAND VALUE	SQ. FOOTAGE AFFECTED	TOTAL SQ. FT.	COST PER SQ. FT.	ROW % APPLIED	ROW COST	AG. COST	REMARKS
<b>1</b>	<b>FEE SIMPLE PURCHASE</b>									
	18 PUBLIC SQUARE SOUTH (LOT MEMORIAL DR LL 950 LD 12-1)	SUNSHINE RENTALS	\$178,020.00	352.00	7,405.20	\$24.00	100%	\$8,448.00	\$11,313.51	
	25 SOUTH CHESTATEE ST. (LL 950 LD 12-1)	FRED R WELCH, JR.	\$295,797.00	103.12	18,295.20	\$16.00	100%	\$1,649.92		
	85 SOUTH CHESTATEE ST. ( LOT CHOICE ST LL 950 985 LD 12-1)	DAHLONEGA UNITED METHODIST CHURCH, INC.	\$281,535.00	135.07	29,185.20	\$9.00	100%	\$1,215.59		
<b>2</b>	<b>PERMANENT EASEMENT</b>									
<b>3</b>	<b>TEMPORARY EASEMENT</b>									
	18 PUBLIC SQUARE SOUTH (LOT MEMORIAL DR LL 950 LD 12-1)	SUNSHINE RENTALS	\$178,020.00	1575.00	7,405.20	\$24.00	25%	\$9,450.00	\$10,661.90	
	25 SOUTH CHESTATEE ST. (LL 950 LD 12-1)	FRED R WELCH, JR.	\$295,797.00	152.70	18,295.20	\$16.00	25%	\$610.80		
	85 SOUTH CHESTATEE ST. ( LOT CHOICE ST LL 950 985 LD 12-1)	DAHLONEGA UNITED METHODIST CHURCH, INC.	\$281,535.00	267.15	29,185.20	\$9.00	25%	\$601.10		

**TOTAL:**

\$21,975 All Costs are Order of Magnitude based on April 2012 data

**\$83,000** Based on GDOT Preliminary ROW Construction Cost Estimate Worksheet (Includes Land and Improvements, Valuation, Legal Services, and Administrative Costs)



**DOWNTOWN DAHLONEGA STREETScape PLAN - WEST MAIN STREET  
 PRELIMINARY COST ESTIMATE: UTILITY RELOCATION**

April 3, 2012

ITEM	DESCRIPTION	QNTY.	UNIT MEAS.	UNIT PRICE	SUBTOTAL COST	AG. CONST. COST	REMARKS
1	<b>Utility Relocation</b>					\$450,000	
	Undergrounding of power, telephone, and cable overhead lines	1	LS	\$450,000.00	\$450,000		Includes service connections to buildings;

**TOTAL:**

**\$450,000** All Costs are Order of Magnitude based on April 2012 data

# Project Location Maps

Phase 1 Downtown Streetscape Improvements

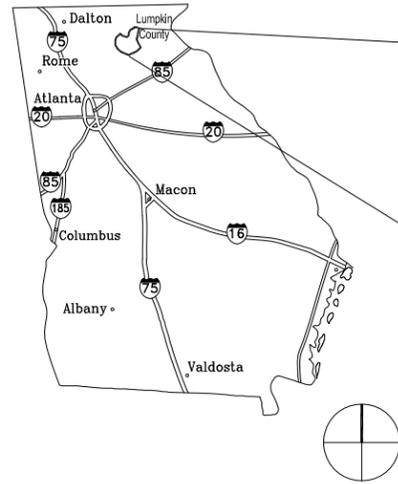
City of Dahlonega, GA

April 3, 2012

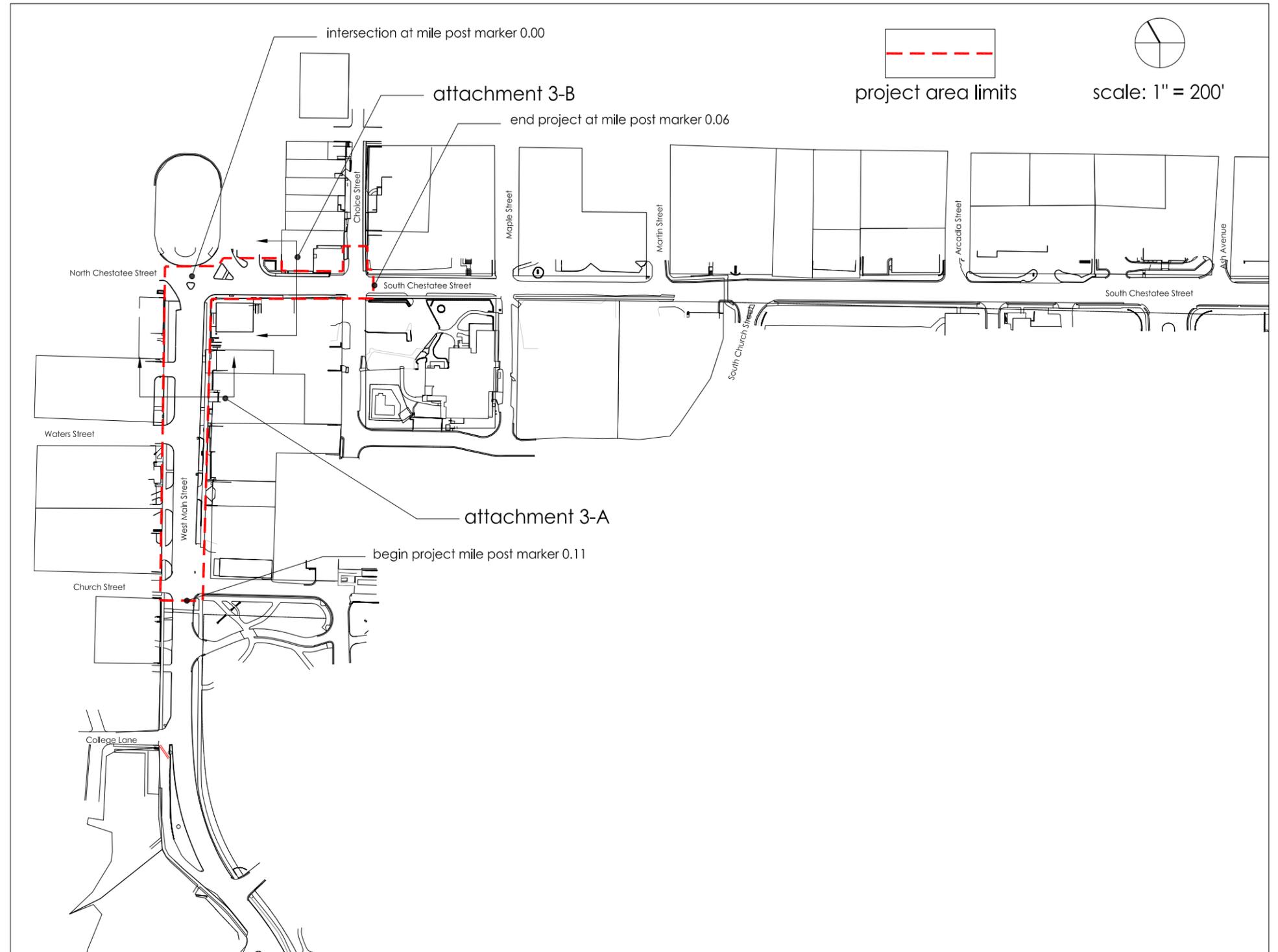
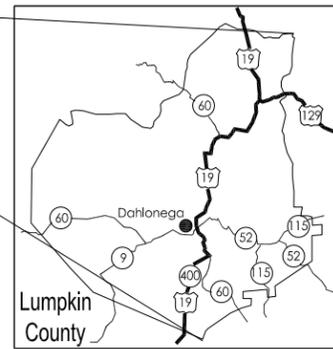
# ATTACHMENT 2

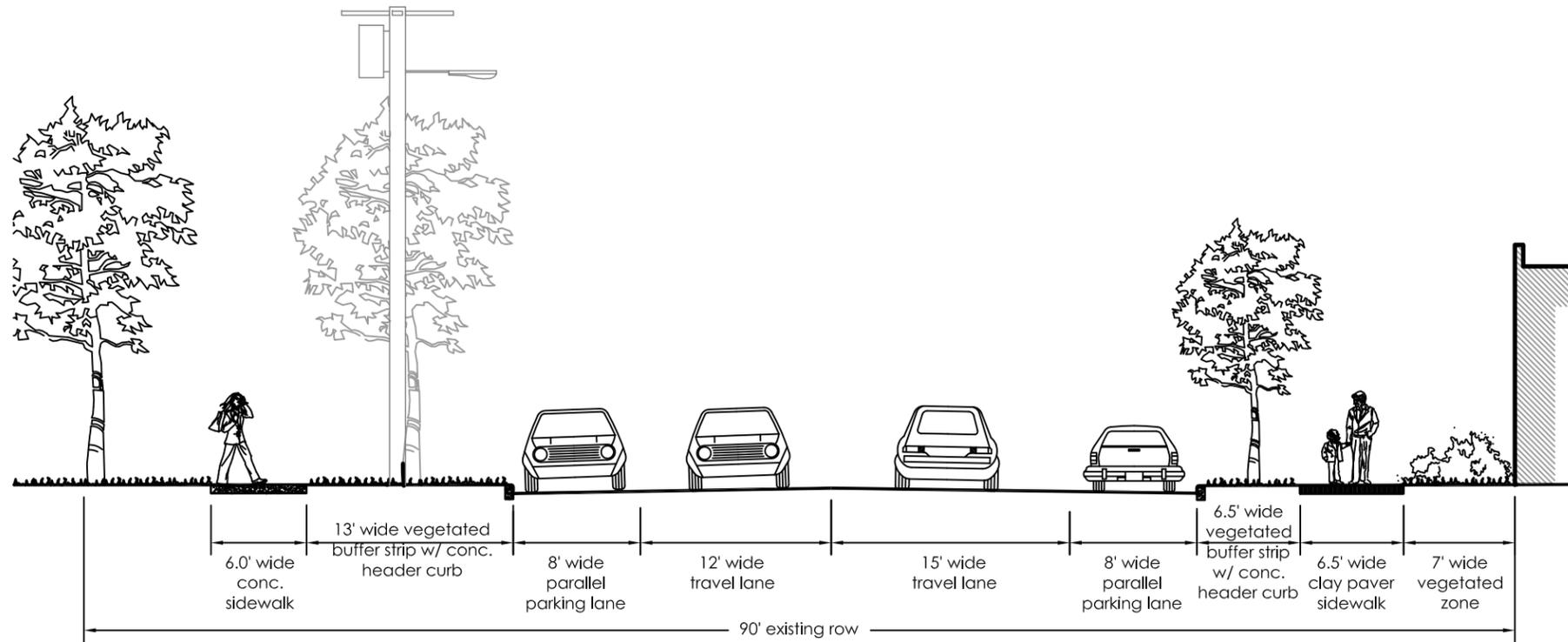
Project Site Location

County Location

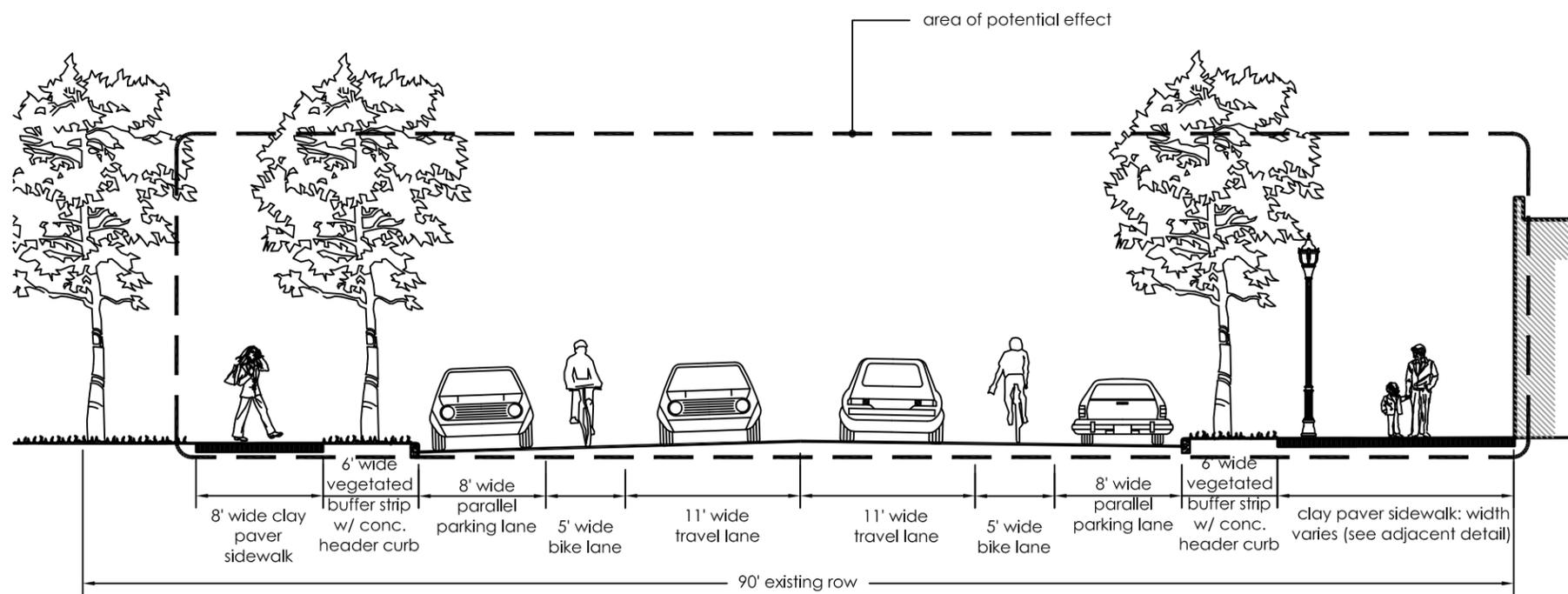


City Location

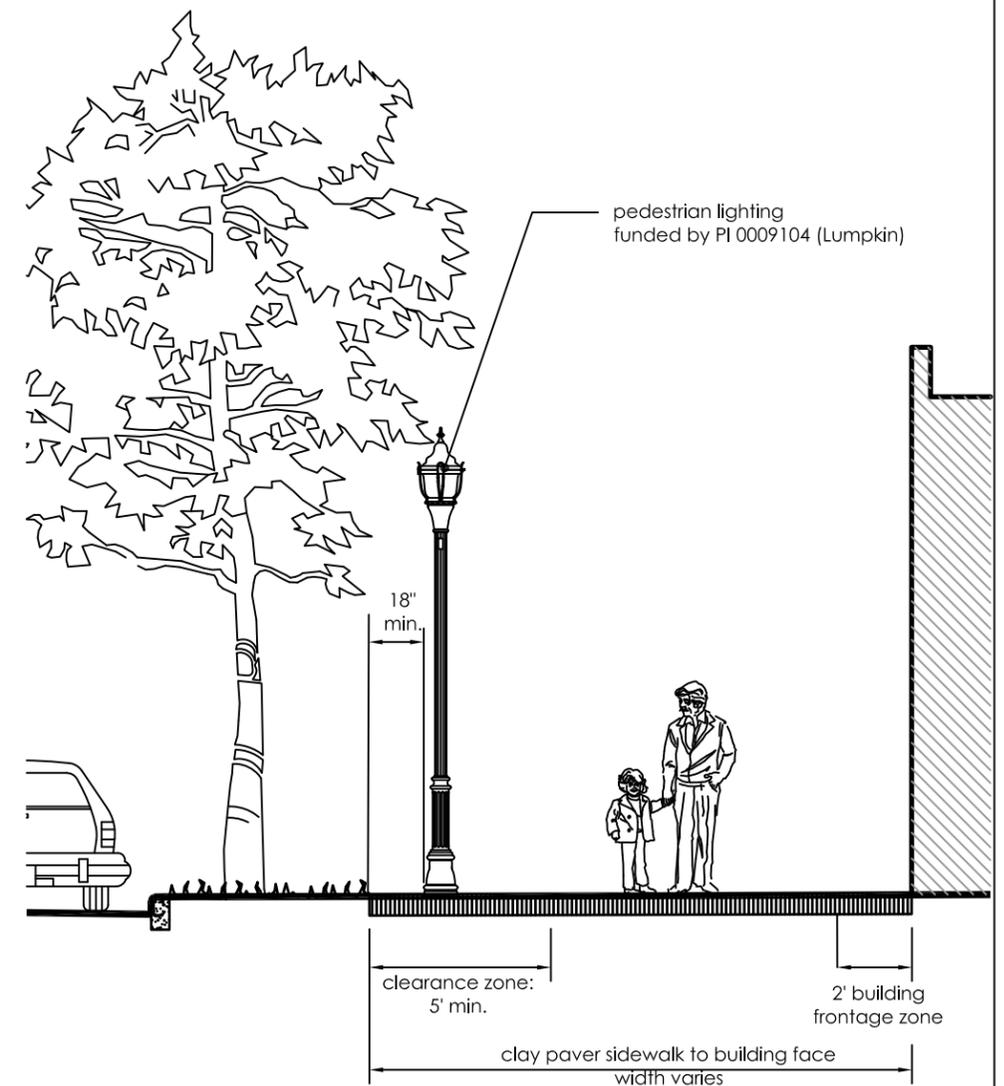




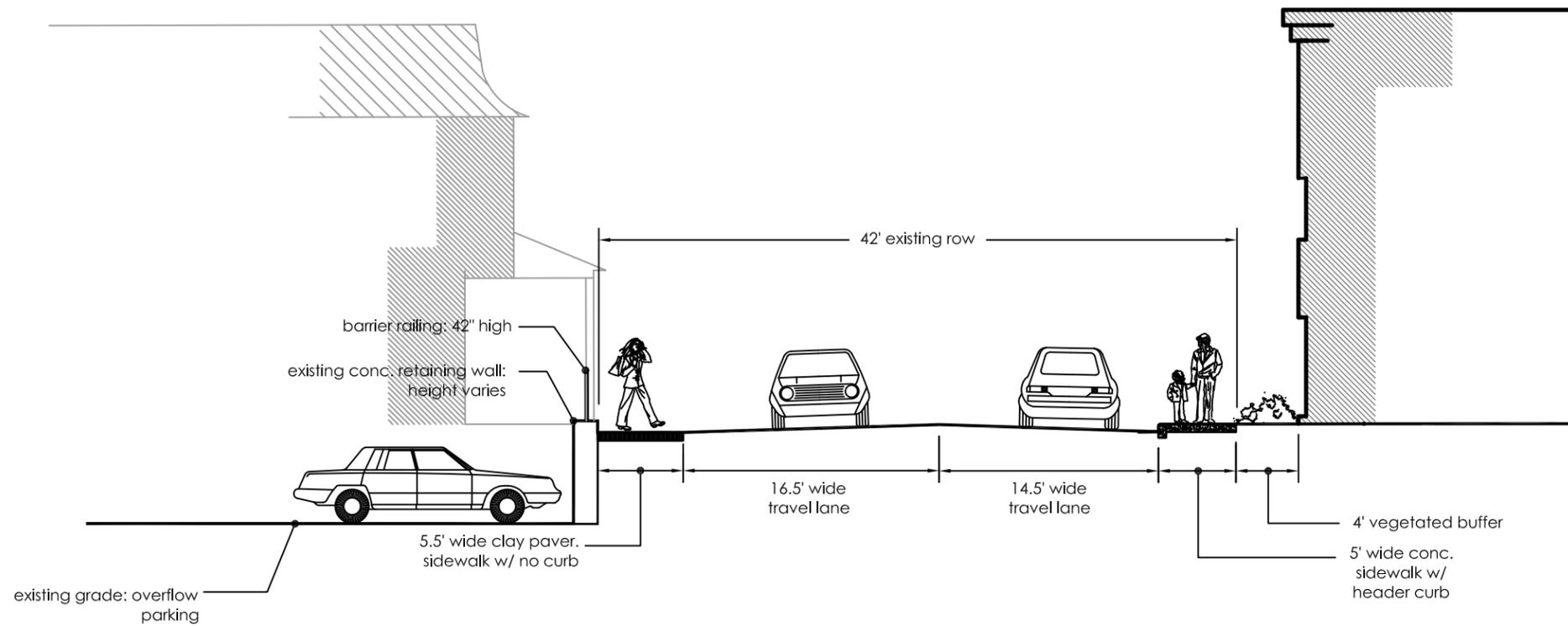
existing typical section - w. main st. looking northeast  
scale: 1" = 10'



proposed typical section - w. main st. looking northeast  
scale: 1" = 10'

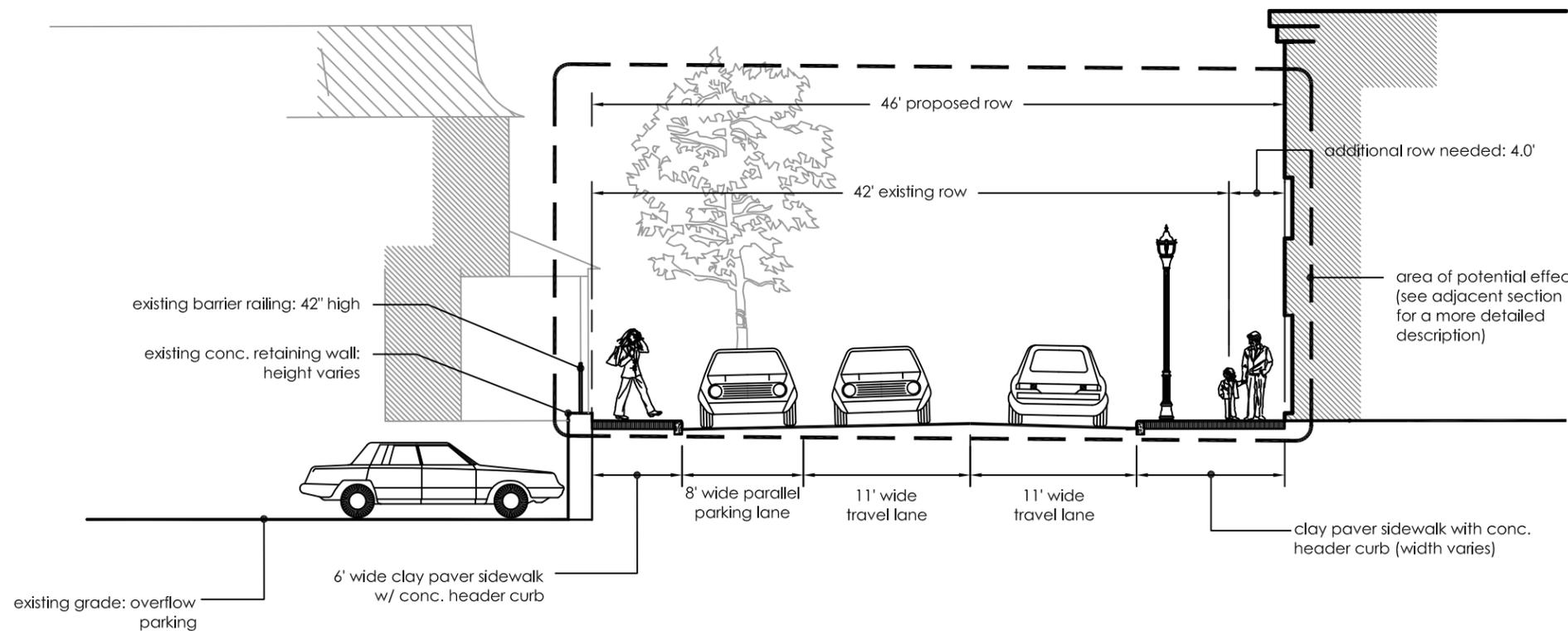


enlarged view: pedestrian zone  
not to scale



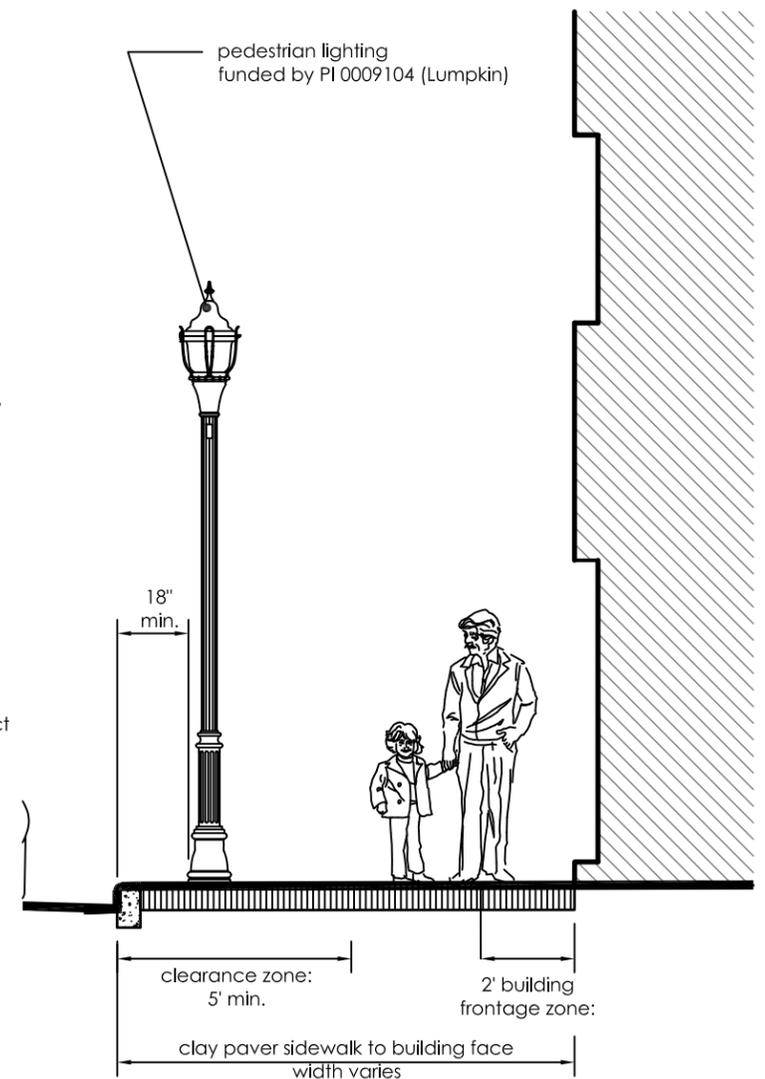
existing typical section - s. chestatee st. looking northwest

scale: 1" = 10'



proposed typical section - s. chestatee st. looking northwest

scale: 1" = 10'



enlarged view: pedestrian zone

not to scale

Project Concept Report page 10  
Project Number: **CSHPP-0008-00(912) / CSTEE-0009-00(104)**  
P. I. Number: **0008912 / 0009104**  
County: **Lumpkin**

**ATTACHMENT 4:**

**TRAFFIC ENGINEERING ANALYSIS**

**STANTEC CONSULTING**

**OCTOBER 2011**

# Traffic Engineering Analysis

For  
Dahlonega Streetscape Improvements – Phase One  
Dahlonega, Georgia  
November 2011



**Stantec**

Prepared For:  
Robert and Company  
The City of Dahlonega

Prepared By:  
Stantec Consulting  
4969 Centre Pointe Drive, Suite 200  
N. Charleston, SC 29418  
Ph: 843.740.7700  
Fax: 843.740.7707  
Project No. 171001191

**TABLE OF CONTENTS**

**1.0 INTRODUCTION.....1**

**2.0 SITE CONTEXT.....2**

    2.1 PROJECT STUDY AREA.....2

    2.2 SITE DATA COLLECTION.....3

    2.3 STUDY AREA ROADWAYS.....4

    2.4 OTHER ROADWAY IMPROVEMENTS.....4

**3.0 TRAFFIC ANALYSIS.....5**

    3.1 WEST MAIN STREET AT WATERS STREET.....5

    3.2 WEST MAIN STREET AT SOUTH CHESTATEE STREET.....6

    3.3 SOUTH CHESTATEE STREET AT PUBLIC SQUARE SOUTH.....6

    3.4 SOUTH CHESTATEE STREET AT CHOICE AVENUE.....7

**4.0 SUMMARY AND RECOMMENDATIONS.....9**

## 1.0 Introduction

Streetscape improvements along South Chestatee Street and West Main Street West in downtown Dahlonega are currently being designed by Robert and Company for the City of Dahlonega. The first phase, phase one, is currently under design. Future phase(s) can be added to extend the streetscape limits if and when funding is obtained. This traffic engineering report is included as part of the project's conceptual design effort to evaluate potential impacts the project may have on traffic conditions, and to provide recommendations for addressing traffic needs within the project limits.

The project's proposed improvements are all streetscape related. They do not include changes in laneage, traffic control, storage lengths, or other roadway aspects that might materially impact traffic operations. If capacity analysis was conducted for predevelopment and post-development conditions, such analysis would yield essentially the same results. Therefore, the report is general in nature. It does not include collection of traffic volumes, pedestrian volumes, or collision data. Instead, this report focuses on: (1) evaluating traffic operations and pedestrian mobility under current conditions based on careful field observations, and (2) identifying issues to consider during detailed design efforts of the streetscape project.

## 2.0 Site Context

### 2.1 Project Study Area

The project is located in downtown Dahlonega, Georgia. Phase 1 streetscape improvements are planned along West Main Street from Waters Street to South Chestatee Street at the square. The project then turns right down South Chestatee Street and continues to the South Chestatee Street intersection with Choice Street. None of these street sections are on state routes. The following intersections are included in the project and are evaluated in this report:

1. West Main Street at Waters Street
2. West Main Street at South Chestatee Street (downtown square)
3. South Chestatee Street at Public Square South (downtown square)
4. South Chestatee Street at Choice Street

Exhibit 2.1 shows the project area and numbers each intersection in the project limits.



Exhibit 2.1 – Project Area Map

Exhibit 2.2 shows the project corridor in aerial view.



Exhibit 2.2 – Project Corridor Aerial View

## 2.2 Site Data Collection

Because Dahlonega is a mountain area tourist town, vehicular and pedestrian tend to increase during the fall season and during festival events. Stantec visited the study area on Thursday, April 15<sup>th</sup> and Friday, April 16<sup>th</sup>, 2010. This timeframe was chosen because it included pedestrian and vehicular traffic for the weekend festival, normal weekday business, and North Georgia College and State University. Stantec staff visited each intersection in the study area to document existing conditions and observe AM and PM peak period traffic conditions.

### 2.3 Study Area Roadways

Regional access to Dahlonega is provided by SR 52, SR 9, US 19 / SR 60, US 19 / SR 9 / SR 60, and SR 60. Roadways of the phase 1 streetscape corridor intersections have the following characteristics:

- **West Main Street** runs southwest to northeast within the study area. West Main Street is west of the downtown square, and East Main Street is east of the downtown square. West Main Street is a two lane roadway with some curb and gutter, some header curb, and some sidewalk. It has on street parking, but only near the downtown square. Posted speed limit is 25 mph.
- **Waters Street** runs northwest to southeast within the study area. Waters Street is a two lane roadway with header curb and no sidewalk. No speed limit posting was found during site visits.
- **South Chestatee Street** runs northeast to southwest within the study area. South Chestatee Street is a two lane roadway with curb and gutter and some sidewalk. The posted speed limit is 25 mph.
- **Public Street South** is the southeastern half of the one-way circular downtown square. (Traffic flows counterclockwise around the square.) Public Street South runs from South Chestatee Street to South Park Street. It is a one lane roadway with header curb and sidewalk. No speed limit posting was found during site visits.
- **Choice Avenue** runs southwest to northeast within the study area. Choice Avenue is a two lane roadway with header curb and brick paver sidewalk on its southeast side. No speed limit posting was found during site visits.

### 2.4 Other Roadway Improvements

There are no known additional roadway improvements at this time.

### 3.0 Traffic Analysis

The phase 1 conceptual plan is shown in the Appendix. It shows existing laneage to be maintained, with streetscape improvements for sidewalks, crosswalks, and landscaping. For West Main Street, on street parking is maintained on both sides of the street, with minor adjustments to accommodate streetscape improvements. Bike lanes are proposed for both directions. The proposed West Main Street typical section includes:

- One 11-foot travel lane in each direction
- One 5-foot bike lane in each direction
- 8-foot parallel parking in each direction
- 6-foot green spaces with curb and gutter on each side
- 8-foot walkways on each side

South Chestatee Street currently has no on street parking within the project limits. The proposed improvements include adding a few parking spaces on the southwest side of South Chestatee Street. The proposed South Chestatee Street typical section includes:

- One 11-foot travel lane in each direction
- 8-foot parallel parking on the south side of South Chestatee Street
- Walkways on each side, approximately 6 feet in width or more

This section analyzes traffic both under the existing condition and under the Build scenario. It is organized to show the analysis for each individual intersection.

#### 3.1 West Main Street at Waters Street

This is a T-intersection, with Waters Street forming the north approach. Both West Main Street approaches are free flowing with no stop control. The Waters Street approach is controlled by stop sign. The intersection has no turning movement restrictions.

The intersection has sidewalks along both sides of West Main Street. There is no crosswalk marked across Waters Street to accompany the sidewalk on the northwest side of West Main

Street. There is a crosswalk across West Main Street. It is on the northwest side of the intersection and had standard GDOT crosswalk striping.

Observations of traffic flow during peak AM and PM periods found travel delays at the intersection to be relatively minor. Adequate gaps in West Main Street traffic were available to provide access for Waters Street traffic turning onto West Main Street. Also, Waters Street traffic volumes were light.

No traffic calming or sight distance issues were identified at this intersection.

Proposed improvements will add a streetscape crosswalk across Waters Street. This approach is stop controlled. The current crosswalk across West Main Street will be maintained.

### 3.2 West Main Street at South Chestatee Street

This is a T-intersection, with West Main Street forming the west approach. South Chestatee Street southeastbound is controlled by a stop sign located further down stream of traffic. The West Main Street approach is controlled by stop sign. Since South Chestatee Street is one-way at the downtown square, left turns from West Main Street are restricted.

Sidewalks / walkways exist on both sides of West Main Street, on the southwest side of South Chestatee Street, and on part of the northeast side of South Chestatee Street. The West Main Street approach has pedestrian crossing with standard GDOT crosswalk striping.

Observations of traffic flow during the AM and PM peak periods found travel delays at the intersection to be within generally acceptable ranges. Queues on the stop-controlled West Main west approach were not excessive, and approach delays were within reasonable limits.

No traffic calming or sight distance issues were identified at this intersection.

Proposed improvements will maintain current pedestrian patterns at the intersection.

### 3.3 South Chestatee Street at Public Square South

This is a T-intersection, with Public Square South forming the east approach. South Chestatee Street is free flowing through this intersection. Since the downtown square is one-way, South

Chestatee Street northwestbound is right turn only and operated under yield control. Public Square South is one-way with no approach into the intersection.

Sidewalks / walkways exist on both sides of both streets. South Chestatee Street has pedestrian crossing with GDOT style crosswalk striping on the southeast side of the intersection. Traffic on the southeastbound lane is free flowing across the crosswalk. Traffic on the northwestbound lane operates under yield control across the crosswalk.

Observations of traffic flow during the AM and PM peak periods found travel delays at the intersection to be within generally acceptable ranges with no significant delays.

No traffic calming or sight distance issues were identified at this intersection.

Proposed improvements will replace the current crosswalk with a new streetscape crosswalk located across South Chestatee Street just southeast of the intersection.

### 3.4 South Chestatee Street at Choice Avenue

Both South Chestatee approaches are free flowing with no stop control. The Choice Avenue approaches are controlled by stop signs.

The intersection has sidewalks on both sides of South Chestatee and on the southeast side of Choice Avenue. South Chestatee Street has pedestrian crossing with standard GDOT crosswalk striping on the southeast side of the intersection. The striping has some fading due to its age. The Choice Avenue approach has no striping for pedestrian crossing. The South Chestatee Street northbound approach has no sign warning drivers of the pedestrian crossing. The South Chestatee Street southbound approach has a 25-mph speed limit sign beside the crosswalk, but no sign to warn drivers of the pedestrian crossing.

Observations of traffic flow during peak AM and PM periods found travel delays at the intersection to be within generally acceptable ranges. Left turning vehicles onto Choice Avenue had adequate gaps to allow access. Traffic volumes on Choice Avenue westbound approach into the intersection were very light. Traffic volumes on Choice Avenue eastbound approach experienced queues of up to 4 vehicles, but queues cleared in reasonably short timeframes.

No traffic calming or sight distance issues were identified at this intersection.

Proposed improvements will include streetscape crosswalks across all four intersection approaches.

Site observations during both AM and PM peak periods identified no pedestrian access issues. Traffic delays were found to be well within generally accepted levels for a downtown square.

## 4.0 Summary and Recommendations

Stantec conducted field investigations along the project corridors during both the AM and PM peak periods to observe existing traffic conditions. No significant traffic delay or pedestrian access issues were found. Traffic delays were found to be well within generally accepted levels for a downtown square area.

Through this study, Stantec has evaluated potential impacts the proposed streetscape project may have on traffic conditions, and to provide recommendations for addressing traffic needs within the project limits. This study finds that the proposed improvements should not materially affect traffic operations or cause pedestrian access issues. However, this study offers the following general guidelines to be considered during development of the streetscape project's final construction plans:

- Maintain adequate spacing between parking spaces and crosswalks to provide ample pedestrian visibility for approaching drivers.
- Verify trees / bushes will not restrict sight distances even when fully developed. This includes sight distances for both drivers and pedestrians.
- Signing and pavement markings should meet requirements established in the *Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition*. Although the project is not on state routes, following GDOT standard practices will help satisfy driver and pedestrian expectations based on what they are accustomed to seeing. Pedestrian crossings should be properly signed to alert drivers.

**Robert and Company**

Engineers, Architects, Planners  
 229 Peachtree Street, NE  
 International Tower, Suite 2000  
 Atlanta, Georgia 30303  
 (404) 577-4000 FAX: (404) 577-7119

**SUBJECT:** Concept Presentation Meeting

**DATE & TIME:** September 9, 2011

**PROJECT:** **Downtown Streetscape Improvements – Phase 1**  
**City of Dahlonega, Lumpkin County, GA**  
**CSHPP-0008-00(912) / CSTE-0009-00(104); P.I. Number 0008912 / 0009104**

**ATTENDANCE:**

City of Dahlonega	Ricky Stewart Joel Cordle
Robert and Company (RAC)	Andrew Kohr David Sprinkle Tyler Coley*
GA DOT	Elaine Armster Justin Lott Kim Phillips Dave Peters Steve Matthews Davie Biagi

\*Please notify the author of any discrepancies within the meeting minutes.

### Meeting Minutes

**General:**

1. An initial Concept Team Meeting was held to discuss the above referenced project.
2. Robert and Company briefly presented the Concept Report and Plan rendering and discussed the project location, need and purpose, description and goals.
 

Primary Goals:

  - A. Improve Pedestrian Accessibility / Safety
  - B. Improve Stormwater Management
  - C. Improve Aesthetics
  - D. Add Bicycle Lanes, Street Lighting, Landscape Buffer Areas
  - E. Address utility conflicts via relocation and/or placement of utilities underground
3. This project takes entirely along two Rural Minor Collectors. No state or federal highways are impacted by this project or are in the Area of Potential Effect.
4. Because this project is twinned and has discretionary earmark money, it will follow GDOT's full PDP procedures. All material/documentation/drawings will be sent to Justin Lott (Project Manager) directly, and Jeanne Kerney/Moreland-Altobelli will be copied on all correspondence because Transportation Enhancement funds (9104) are part of the project.

5. Funds for any utility improvement will come from the congressional earmarks. Justin Lott will confirm this.
6. Fee simple right of way acquisition, as well as temporary easements, is necessary for three (3) parcels.
7. 11' wide travel lanes are not a concern with existence and planned improvements to bypass (Morrison Moore Parkway).
8. RAC has increased the radii at W. Main and S. Chestatee intersection to ensure larger vehicles can make the necessary turns.
9. Design variances may be needed for lateral offset to obstruction for street trees and pedestrian light poles along S. Chestatee. No design variances are anticipated at this time for W. Main.
10. The three (3) trees in the triangular traffic median currently in the concept plan will probably not meet horizontal offsets. GDOT suggests:
  - A. Shrubs to be 30" or less
  - B. Trees limbed up to 7' ground clearance to satisfy sight line distances.
11. Street trees require a horizontal distance of 4' from face of curb. Median trees require 8' from face of curb (this relates specifically to the triangular traffic median at the W. Main/S. Chestatee intersection).
12. GDOT Special Provision 702 form will hold contractors responsible for a 2 year period for overall health of street trees. Line item not necessary for Water/Gator Bags, however, line item will be necessary for spring & fall fertilizer/mulching. This is a recommended specification to ensure long-term health of proposed street trees.
13. It is sponsor's intention for the twinned projects to both be locally let.
14. Public Information Finding (PIF) will be necessary if any proprietary items are used (benches, trash receptacles, etc). This may be necessary to match existing brick pavers in-kind. It is anticipated that existing brick pavers will be removed and reused where possible.
15. Cost estimates will be updated prior to concept report approval.
16. Location and Design report will be needed for right of way acquisition. The report will need to be locally advertised. The sponsor is aware of the necessary steps to acquire right-of-way per GDOT's Plan Development Process.

**ATTACHMENT 6:**

**PFA for**

**0008912 (Lumpkin)**

**&**

**0009104 (Lumpkin)**

**AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
CITY OF DAHLONEGA  
FOR  
STREETSCAPE IN DAHLONEGA**

This Framework Agreement is made and entered into this 21<sup>st</sup> day of April, 2011, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF DAHLONEGA**, acting by and through its Mayor and City Council, 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 storm water 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.

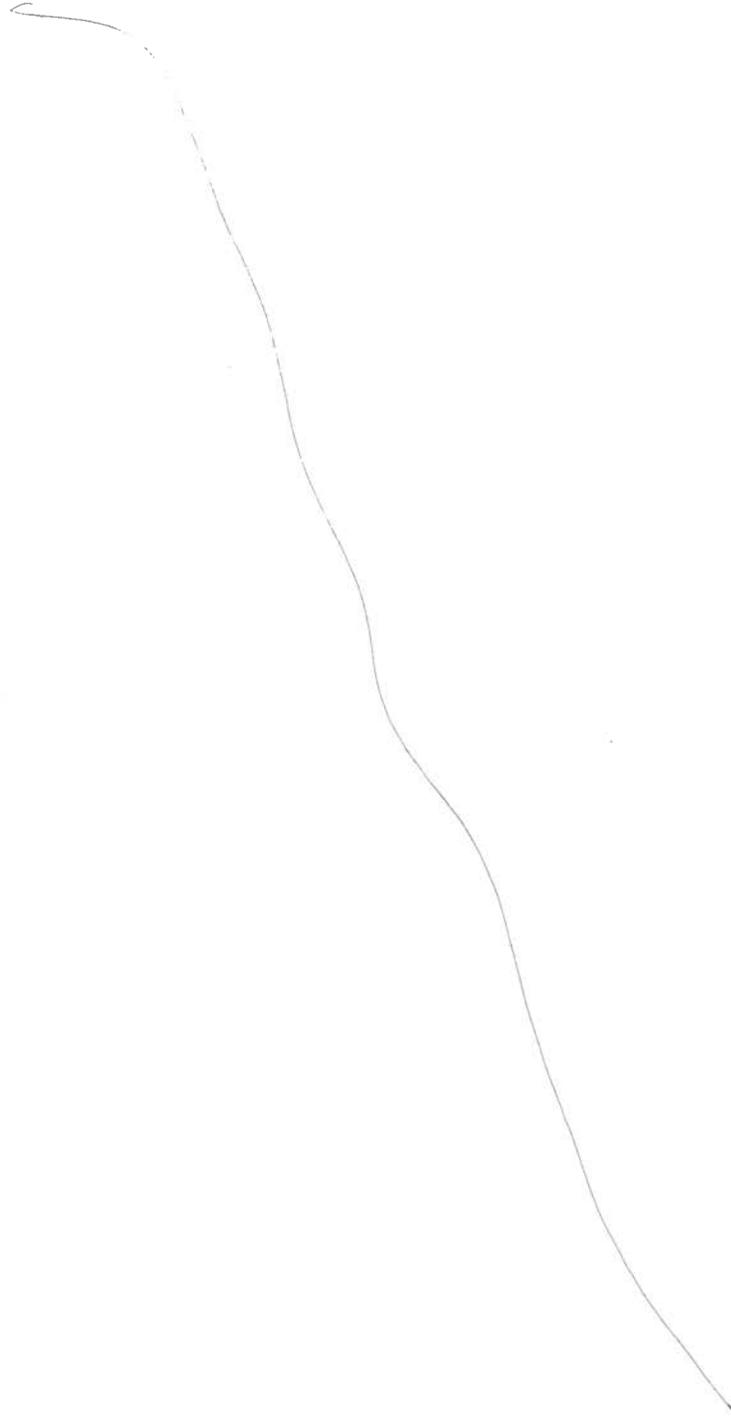
16. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

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.

DEPARTMENT OF TRANSPORTATION

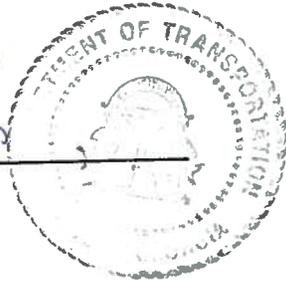
City of Dahlonega

BY: Vance Smith JR.  
Vance Smith JR.  
Commissioner

BY: Gary McCullough  
Gary McCullough  
Mayor, City of Dahlonega

ATTEST:

[Signature]  
Treasurer



Signed, sealed and delivered this 18 day of August, 2010, in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public



This Agreement approved by Local Government, the 18<sup>th</sup> day of August, 2010.

Attest  
[Signature]  
Name and Title

FEIN: 58-6000555

## ATTACHMENT "A"

### PI # 0008912:- Lumpkin 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
0008912, CSHPP-0008-00(912), Lumpkin County - Streetscape in Dahlonega	(0%)Federal (\$50,000) (In-house review) (0%) State (\$0) (100%)(Local Gov.)	Local Gov.	(0%)Federal(\$0) (0%) State(\$0) (100%)(Local Gov.)	Local Gov.	Local Gov.	L680L Funds  (80%)Federal (\$686,294.40) (20%)Local Gov.(\$171,573.60)  >(\$857,868.00) 100% Local Gov.  LY90 Funds  (100%) Federal (\$40,553.00) (0%) Local Gov.(\$0)  >(40,553.00) 100% Local Gov	Local Gov.	100% Local Gov.	N/A

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"**  
**PI #0008912 – Lumpkin County**

**Proposed Project Schedule**

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

<b>Deadlines for Responsible Parties</b>	<b>Execute Agreement</b>	<b>July/2011</b> (Approve Concept)	<b>Dec/2011</b> (Approve Env. Document)	<b>N/A</b> (Authorize Right of Way funds)	<b>Mar/2012</b> (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.

Gena L. Evans, Ph.D., Commissioner



DEPARTMENT OF TRANSPORTATION

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

February 23, 2009

Mr. Gary McCullough  
City of Dahlonega  
465 Riley Road  
Dahlonega, GA 30533

**RE: CSTEE-0009-00(104)  
Downtown Dahlonega Pedestrian and Landscape Improvements**

Dear Mr. McCullough:

This letter is a notice to proceed with preliminary engineering for the above Transportation Enhancement project. Enclosed is the executed Memorandum of Understanding explaining the use of innovative financing for funding the proposed Transportation Enhancement project. Funds expended in accordance with the MOU for this project may be credited toward the local government share. Funds expended on the project prior to the execution of the MOU will not be eligible to be credited toward the local match for this project.

Enclosed is a schedule for project development activities. This schedule contains time frames for the various phases of project development and major milestones. This schedule must be followed in order to reach construction within the required time limit of two years. Failure to maintain schedule may jeopardize funding for the project.

If you have any questions or concerns, please contact Greg Hood.

Sincerely,

Angela T. Alexander  
State Transportation Planning Administrator

ATA/chf

Enclosure

cc: Greg Hood, District 6  
Read File

# TRANSPORTATION ENHANCEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GEORGIA DEPARTMENT OF TRANSPORTATION**

AND

**THE CITY OF DAHLONEGA**

The City of Dahlonega, hereinafter called the "SPONSOR", and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The SPONSOR assuming responsibility for tasks associated with Preliminary Engineering for project number CSTEE-0009-00(104), hereinafter called the "PROJECT".

WHEREAS the PROJECT is a Transportation Enhancement (TE) approved for Federal-Aid funds with a required local match of at least 20% of the PROJECT's Total Cost; and

I. IT IS THE INTENTION OF THE PARTIES:

That the SPONSOR fund 100% of the Preliminary Engineering for the PROJECT; and that the DEPARTMENT may apply said expenditure toward the SPONSOR'S local match of the PROJECT'S Total Cost, subject to the DEPARTMENT and the Federal Highway Administration's approval.

II. IT IS AGREED:

- A. That the SPONSOR certifies that local funds have been budgeted to undertake Preliminary Engineering for the PROJECT; and that an accounting system has been established to track project-specific Preliminary Engineering expenditures.
- B. That prior to construction of the PROJECT, the SPONSOR will certify, to the DEPARTMENT, the amount of eligible expended funds allowable toward the PROJECT'S Total Local Match.
- C. That if the PROJECT includes structures such as bridges or retaining walls, the SPONSOR will be required to use consultants pre-qualified with the DEPARTMENT.

III. IT IS AGREED:

- A. That construction funding will be dependent upon the SPONSOR receiving historical/environmental clearances through the DEPARTMENT; certifying existing or acquired Right-of-Way to the DEPARTMENT; producing a complete set of biddable construction plans meeting appropriate safety, access, and design standards;

and preparing and forwarding construction bid procedures and documents for the DEPARTMENT'S review.

- B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.
- C. That the SPONSOR'S expenditure prior to execution of an Agreement with the DEPARTMENT for construction of the PROJECT shall be at the sole cost and risk to the SPONSOR. Should the SPONSOR or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

IV. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of the project, including any and all sidewalks and the grass strip between the curb and gutter and the sidewalk, within the PROJECT limits.

V. The SPONSOR shall Certify that they have read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in attachment A of this AGREEMENT and will comply in full with said provisions. If the SPONSOR fails to comply, the DEPARTMENT reserves the right to require reimbursement for any and all project expenses.

VI. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT'S Plan Development Process, 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, 2001 Edition, the DEPARTMENT'S Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR'S responsibility for design shall include, but is not limited to the following items:

A. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

B. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

C. Prepare the PROJECT'S drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

~~\_\_\_\_\_ Georgia Registered Professional Engineer \_\_\_\_\_~~

E. Failure of the SPONSOR to follow the DEPARTMENT'S Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined

in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

~~VII. The SPONSOR shall hire a Consultant firm hired by the SPONSOR to provide services on the PROJECT shall be prequalified by the DEPARTMENT in the appropriate area classes.~~

VIII. The PROJECT construction and right of way plans shall be prepared in English units.

IX. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

X. The SPONSOR shall be responsible for the design of all structure(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 SPONSOR shall perform all necessary survey efforts in order to complete the design of the structure (s) and prepare any required hydraulic and hydrological studies. The final structure plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

XI. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

XII. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

XIII. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be 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. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way.

XIV. Upon completion and approval of the PROJECT plans and bid documents, the Department will authorize the SPONSOR to advertise the project for bids. The SPONSOR shall be solely responsible for advertising and awarding the construction contract (subject to the Department's recommendation) for the PROJECT.

XV. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

XVI. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within 30 days shall cause the SPONSOR 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 SPONSOR shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

XVII. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence. The Sponsor shall have the project ready to bid within two years from the Date of Award of Funds.

XVIII. 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.

XIX. IT IS AGREED:

- A. That the SPONSOR as the sub-recipient of Federal financial assistance will submit a copy of audited financial statements within 30 days of publication (in compliance with OMB Circular A-133), for all fiscal periods in which the Federal sub-grant funds are expended. GDOT reserves the right to take administrative action if the SPONSOR is unresponsive.

**Financial Statements will be submitted to:**

Office of Audits  
Financial Integrity Reporting Support Team  
600 West Peachtree Street  
Atlanta, Georgia 30308  
or  
first@dot.ga.gov

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this Memorandum of Understanding, this 11 day of August, 2008.

RECOMMENDED:

(SPONSOR)

[Signature]  
State Transportation Planning Administrator

BY: [Signature]  
Name Dary McCullough  
Title Mayor

[Signature]  
Director, Transportation Planning, Data & Intermodal Development Division

Signed, sealed and delivered this 25 day of July, 2008, in the presence of:

[Signature]  
Chief Engineer

[Signature]  
Witness

DEPARTMENT OF TRANSPORTATION

[Signature]  
Notary Public

BY: [Signature]  
Commissioner

This Agreement of [Signature] the City (SPONSOR) at a meeting held at City Hall this 4th day of Aug, 2008



ATTEST:

[Signature]  
Asst. Treasurer

[Signature]  
City/County Clerk (as appropriate)

REVIEWED AS TO LEGAL FORM:

[Signature]  
Office of Legal Services

FEIN: 58-6000555

**ATTACHMENT A****CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of City of Dahlonega whose address is 465 Riley Rd., Dahlonega and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

- (a) 49 CFR Part 18 Section 36  
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement
- (b) 23 CFR 635 Subpart A – Contract Procedures

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 300,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the

location of and times during which the public may inspect the report.

- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

### III. FEDERAL AUDIT REQUIREMENT

The provisions of OMB Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

- (a) Non-Federal entities that expend \$ 500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.
- (b) Non-Federal entities that expend less than \$ 500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- (c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.
  - (1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.
  - (2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.
- (d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

7/25/08  
Date

Gary McCullough  
Signature



Justin Lott, PE  
 Project Manager  
 Ga. DOT  
 Office of Program Delivery – District 1  
 P.O. Box 1057  
 Gainesville, GA 30503-1057

RE: Lighting Service Agreement and Understanding (PI: 0008912/0009104 – Lumpkin)

Dear Mr. Lott:

The City of Dahlonega has a long-term service agreement with Georgia Power (including subsidiaries and subcontractor) for its downtown pedestrian lighting. There are certain pedestrian lamp poles that are owned by Georgia Power and maintained by Georgia Power Company, and there are a small number of pedestrian lamp poles that are owned by the City of Dahlonega and maintained by Georgia Power. The City of Dahlonega understands that it is responsible for the monthly energy, operation and maintenance costs for the pedestrian lighting located in the project area following completion of construction.

Sincerely,

Bill Lewis



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