

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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

FILE P.I. # 0012624 **OFFICE** Design Policy & Support
Fayette County **DATE** March 31, 2016
GDOT District 3 - Thomaston
Redwine Rd. & Starrs Mill School Complex
Multi-Use Path – Design/Build Project

FROM  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:

Hiral Patel, Director of Engineering
Joe Carpenter, Director of P3/Program Delivery
Genetha Rice-Singleton, Assistant Director of P3/Program Delivery
Albert Shelby, State Program Delivery Engineer
Darryl VanMeter, State Innovative Delivery Engineer
Bobby Hilliard, Program Control Administrator
Cindy VanDyke, State Transportation Planning Administrator
Eric Duff, State Environmental Administrator
Bill DuVall, State Bridge Engineer
Andrew Heath, State Traffic Engineer
Angela Robinson, Financial Management Administrator
Lisa Myers, State Project Review Engineer
Charles "Chuck" Hasty, State Materials Engineer
Lee Upkins, State Utilities Engineer
Richard Cobb, Statewide Location Bureau Chief
Michael Presley, District Engineer
Adam Smith, District Preconstruction Engineer
Scott Parker, District Utilities Engineer
Rick Merritt, Project Manager
BOARD MEMBER - 3rd Congressional District

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
LIMITED SCOPE PROJECT CONCEPT REPORT**

Project Type: Multi-Use Path P.I. Number: 0012624
 GDOT District: 3 County: Fayette
 Federal Route Number: N/A State Route Number: N/A
 Project Number: _____ N/A _____

A 10-ft wide multi-use path along Redwine Road between Foreston Place and Preserve Place (a distance of 3,600 feet) with a similar multi-use path between New Haven Drive and Birkdale Drive (a distance of 4,300 feet), which includes crossing improvements near Old Ivy / Carnoustie Way and other multi-use path improvements along Redwine Road as deemed appropriate and feasible. The project is a local sponsored design-build that will be let by GDOT.

Submitted for approval:
B-K Adair Heath & Lineback Engineers Inc., 01-13-2016
 Consultant Designer & Firm or GDOT Concept/Design Phase Office Head & Office Date
P. Mallon Fayette County 1-21-2016
 Local Government Sponsor Date
David V. VA 1-21-2016
 State Innovative Delivery Engineer Date
F. T. Munnitt 1-21-2016
 GDOT Project Manager Date

* Recommendations on file
 Recommendation for approval:

* Eric Duff/KLP 3-18-2016
 State Environmental Administrator Date
 * Ken Werho/KLP 1-26-2016
 FOR State Traffic Engineer Date
 * Bill DuVall/KLP 2-3-2016
 State Bridge Engineer Date

- MPO Area: This project is consistent with the MPO adopted Regional Transportation Plan (RTP)/Long Range Transportation Plan (LRTP).
- Rural Area: This project is consistent with the goals outlined in the Statewide Transportation Plan (SWTP) and/or is included in the State Transportation Improvement Program (STIP).

Christina S. Skyrke 1-28-16
 State Transportation Planning Administrator Date

Approval:
 Concur: Hilary Pitt 3/24/16
 GDOT Director of Engineering Date

Approve: Margaret B. Pickle 3-29-16
 GDOT Chief Engineer Date

PLANNING & BACKGROUND DATA

Project Justification Statement: This at-grade multi-use path along Redwine Road supports the long-range goal of providing improved connectivity between Fayetteville, Peachtree City and unincorporated Fayette County. This project focuses on providing safe access to the Stars Mill School complex from proximate neighborhoods and improves overall multi-use path network connectivity.

Existing conditions: The existing Redwine Road multi-use path is located in Fayette County. The existing multi-use path is segmented and does not provide continuity along Redwine Road.

Other projects in the area: PI#0012879- Senoia Multi-use Path from Ivy to Seavy; PI322355- SR 74 From SR 85 to Cooper Circle; Redwine Road/Starr's Mill School complex 2500' multi-use path along west side of Redwine Road

Description of the proposed project: A 10-ft wide multi-use path along Redwine Road between Foreston Place and Preserve Place, Segment 1, east side of the road (a distance of 3,600 feet) and a similar multi-use path between New Haven Drive and Birkdale Drive, Segment 2, east side of the road (a distance of 4,300 feet). Segment 2 includes crossing improvements near Quarters Road and Birkdale Drive. The project is local sponsored design-build that will be let by GDOT.

MPO: Atlanta Regional Commission (ARC)

TIP #: FA-352

MPO Name Congressional District(s): 3

Federal Oversight: Exempt State Funded Other

Functional Classification (Mainline): Multi-use Path

Functional Classification (Roadway): Urban-minor arterial

Complete Streets - Bicycle, Pedestrian, and/or Transit Standards Warrants:

Warrants met: None Bicycle Pedestrian Transit

Pavement Evaluation and Recommendations

Preliminary Pavement Evaluation Summary Report Required? No Yes

Preliminary Pavement Type Selection Report Required? No Yes

Feasible Pavement Alternatives: N/A HMA PCC HMA & PCC

DESIGN AND STRUCTURAL

Description of Proposed Project:

Major Structures:

Structure ID	Existing	Proposed
	6'X6' Culvert	Extending the 6'X6' Culvert

Mainline Design Features:

Feature	Existing	Standard*	Proposed
Typical Section			
- Number of Lanes	N/A	1 – Multi-use Path	1 - Multi-use Path
- Lane Width(s)	N/A	10'-14'	10-ft
- Outside Shoulder or Border Area Width	N/A	2-ft	2-4 ft
- Outside Shoulder Slope	N/A	1%	1%
- Sidewalks	N/A	N/A	N/A
- Design Speed	N/A	18 MPH	18 MPH
- Min Horizontal Curve Radius	N/A	60-FT	60-FT
- Design Vehicle	N/A	BIKE	BIKE
Pavement Type	N/A	ASPHALT	ASPHALT

*According to current GDOT design policy if applicable

Major Interchanges/Intersections: Redwine road and multi-use path at Quarters Road and Birkdale Drive.

Lighting required: No Yes

Transportation Management Plan [TMP] Required: No Yes
 If Yes: Project classified as: Non-Significant Significant
 TMP Components Anticipated: TTC TO PI

Will Context Sensitive Solutions procedures be utilized? No Yes
 Flexibility of typical sections minimizes impacts to constraints such as existing right-of-way and utilities.
 All railings, signage, marking, etc. will match existing sections of the Redwine Road path.

Design Exceptions to FHWA/AASHTO controlling criteria anticipated: N/A

Design Variances to GDOT Standard Criteria anticipated: N/A

UTILITY AND PROPERTY

Temporary State Route Needed: No Yes Undetermined

Railroad Involvement: N/A

Utility Involvements: Coordination with utility companies in area; 1st Utility submittal has been completed. Minimum above-ground utility conflicts are anticipated.

SUE Required: No Yes

Public Interest Determination Policy and Procedure recommended? No Yes

Right-of-Way: Existing width: Varies 80' – 90'. Proposed width: Varies 80'-100'.
 Required Right-of-Way anticipated: No Yes Undetermined
 Easements anticipated: None Temporary Permanent Utility Other

Anticipated total number of impacted parcels: 9
 Displacements anticipated: Businesses: 0
 Residences: 0
 Other: 0
 Total Displacements: 0

ENVIRONMENTAL AND PERMITS

Anticipated Environmental Document:

GEPA: NEPA: CE PCE

MS4 Compliance – Is the project located in an MS4 area? No Yes

Environmental Permits, Variances, Commitments, and Coordination anticipated:

Air Quality:

Is the project located in a PM 2.5 Non-attainment area? No Yes
Is the project located in an Ozone Non-attainment area? No Yes
Carbon Monoxide hotspot analysis: Required Not Required TBD

Given the project type, the project it is expected to be exempt from the PM2.5 hot spot requirements. Since the project is included in the conforming Regional Transportation Plan and FY 2014-2019 TIP, no further analysis of ozone is required.

NEPA/GEPA Comments & Information: The level of NEPA documentation is expected to be a Categorical Exclusion (CE). There are no significant NEPA issues or risks anticipated.

Ecology: An ecology survey identified several jurisdictional waters of the US including streams, wetlands and open waters. Minor impacts to jurisdictional waters are anticipated, however impacts are expected to fall within the thresholds of a US Army Corps of Engineers Nationwide 404 Permit. A Stream Buffer Variance may be required due to impacts to buffered state waters. No protected species were identified during protected species surveys.

History: No eligible historic resources are anticipated. A history survey will confirm is there are no historic resources.

Archeology: The archaeology survey has not been completed, however, given the developed and previously impacted nature of the corridor, no archaeological sites are anticipated.

Noise Effects: Since this is a trail project that will not lead to an increase in traffic or highway noise, the project will be cleared with Type III Noise Screening.

Public Involvement: Fayette County has met one-on-one with multiple Home Owner Associations along the project corridor to discuss the project concept and solicit comments in addition to sending out an email containing project facts and contact information.

COORDINATION, ACTIVITIES, RESPONSIBILITIES, AND COSTS

Project Meetings:

Project Activity	Party Responsible for Performing Task(s)
Concept Development	Heath & Lineback Engineers Inc.
Design	Heath & Lineback Engineers Inc. & D/B Team
Right-of-Way Acquisition	Fayette County
Utility Coordination (Preconstruction)	Heath & Lineback Engineers Inc. / GDOT
Utility Relocation (Construction)	Utility owners & D/B Team
Letting to Contract	GDOT
Construction Supervision	GDOT
Providing Material Pits	N/A
Providing Detours	N/A
Environmental Studies, Documents, & Permits	GT Hill Planners / GDOT
Environmental Mitigation	D/B Team
Construction Inspection & Materials Testing	GDOT & D/B Team

Other coordination to date: Utilities, Public Outreach

Project Cost Estimate and Funding Responsibilities:

	Breakdown of PE	ROW	Reimbursable Utility	CST*	Environmental Mitigation	Total Cost
Funded By	Fayette County / Federal					
\$ Amount	\$113,980.48	\$227,000	\$0	\$960,376.66	\$6,374.80	\$1,307,731.94
Date of Estimate	7/24/2015	10/29/2015	10/29/2015	03/01/2016	7/24/2015	

*CST Cost includes: Construction, Engineering and Inspection, Contingencies, Design Complete, Utility, and Liquid AC Cost Adjustment.

ALTERNATIVES DISCUSSION

Preferred Alternative: Proposed typical section consists of 10-ft multi-use path with varied (5'-13') grass separation between the path and edge of existing Redwine Road.			
Estimated Property Impacts:	9 parcels	Estimated Total Cost:	\$1,307,731.94
Estimated ROW Cost:	\$227,000	Estimated CST Time:	9 Months
Rationale: This alternate is preferred because it minimizes required right of way and easements while striving to maximize separation between Redwine Road edge of pavement and the path.			

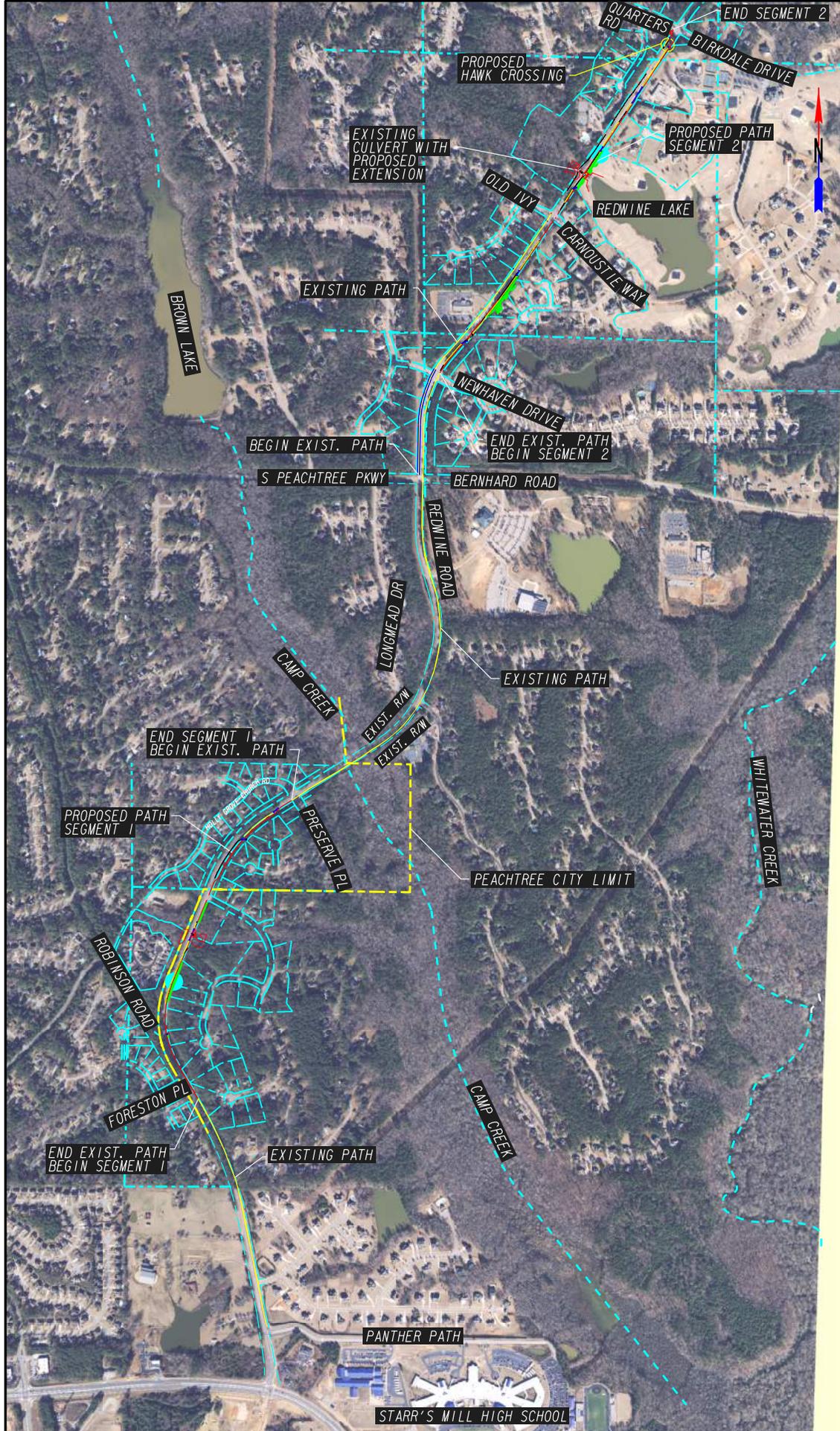
No-Build Alternative:			
Estimated Property Impacts:	0	Estimated Total Cost:	0
Estimated ROW Cost:	0	Estimated CST Time:	0
Rationale: This alternate does not provide continuity between existing pathways.			

Alternative 1: Proposed typical section consists of 10-ft multi-use path with continuous 13-ft grass separation between the path and edge of existing Redwine Road.			
Estimated Property Impacts:	19 Parcels	Estimated Total Cost:	\$1,519,434
Estimated ROW Cost:	\$444,000	Estimated CST Time:	9 Months
Rationale: This alternate requires additional right of way and easement acquisition effort.			

Comments/Additional Information: In order to keep the design-build project within budget, a design-build variable scope approach is proposed.

LIST OF ATTACHMENTS/SUPPORTING DATA

1. Concept Layout
2. Typical sections
3. Cost Estimates
4. Meeting Minutes
5. Project Framework Agreement



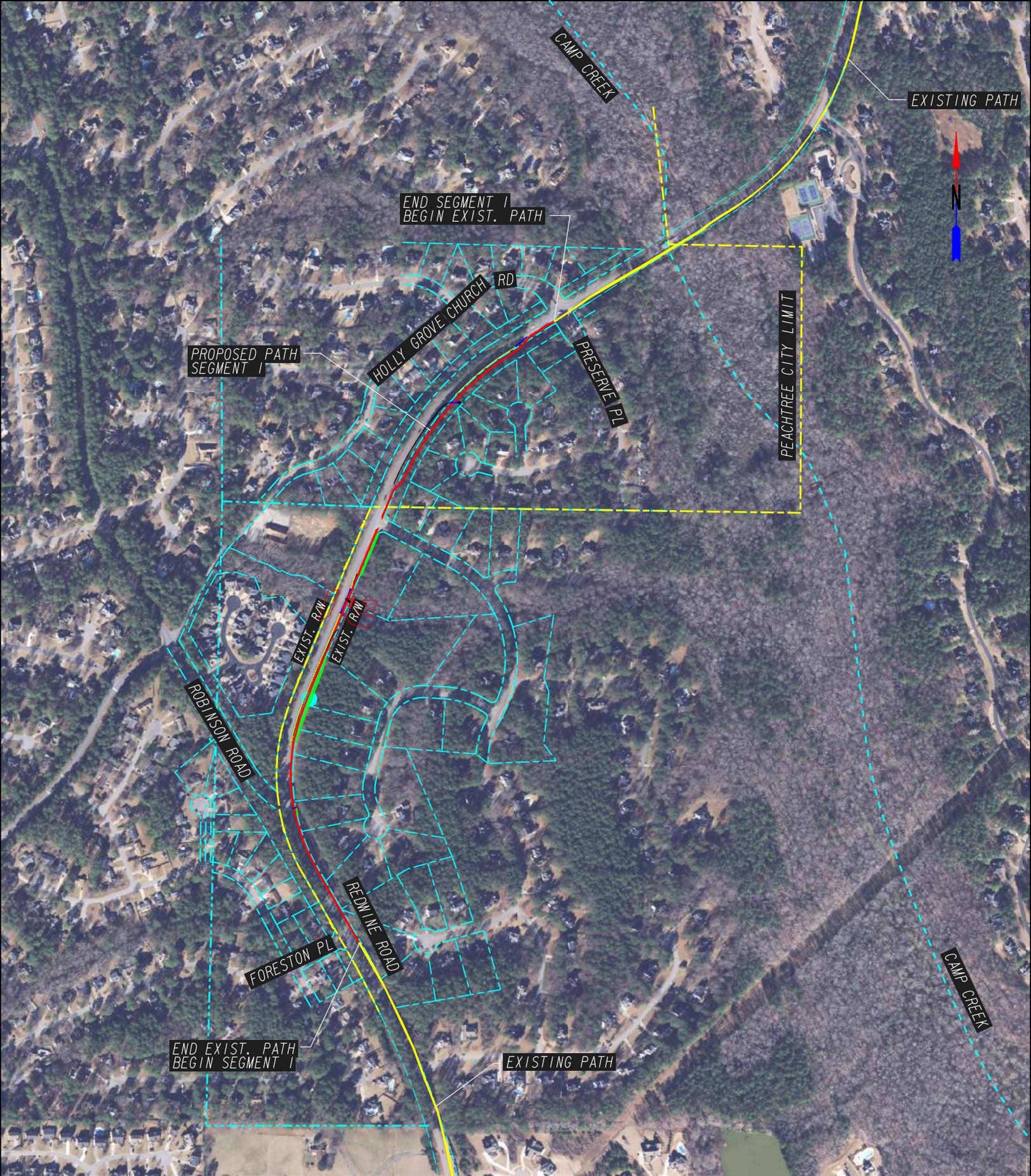
REDWINE ROAD MULTI-USE PATH CONNECTION
FAYETTE COUNTY

CONCEPT LAYOUT

HL & Heath & Lineback Engineers
INCORPORATED
2390 CANTON ROAD, BUILDING 200
MARIETTA, GEORGIA 30066-5593
(770)424-1668



- PROPERTY LINES
- PROPOSED PATH
- EXISTING PATH



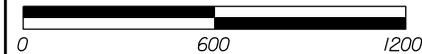
REDWINE ROAD MULTI-USE PATH CONNECTION
 FAYETTE COUNTY



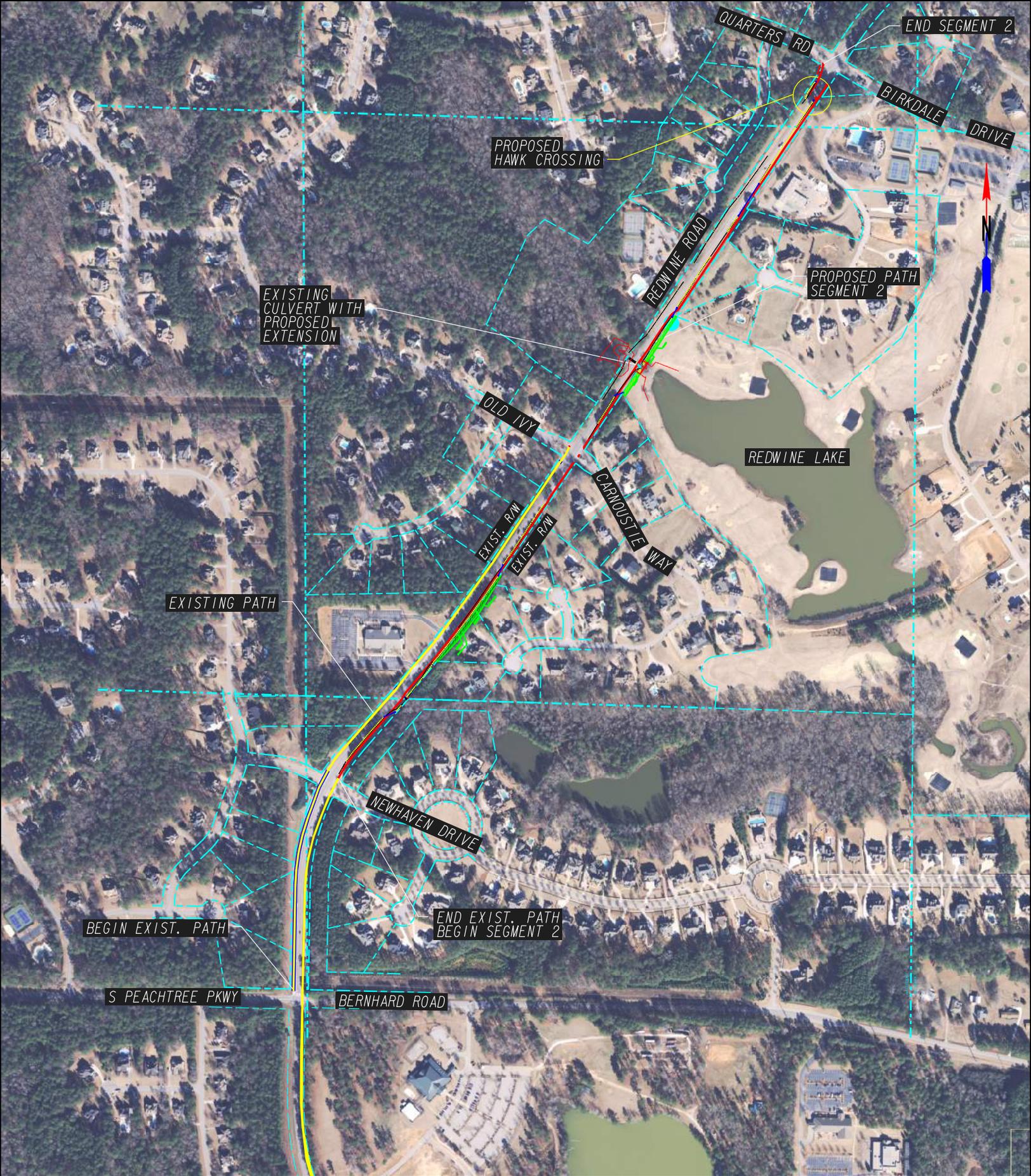
CONCEPT LAYOUT
 SEGMENT 1

HL & Heath & Lineback Engineers
 INCORPORATED
 2390 CANTON ROAD, BUILDING 200
 MARIETTA, GEORGIA 30066-5393
 (770)424-1668

SCALE IN FEET



- PROPERTY LINES
- PROPOSED PATH
- EXISTING PATH



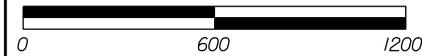
REDWINE ROAD MULTI-USE PATH CONNECTION
 FAYETTE COUNTY

CONCEPT LAYOUT
 SEGMENT 2

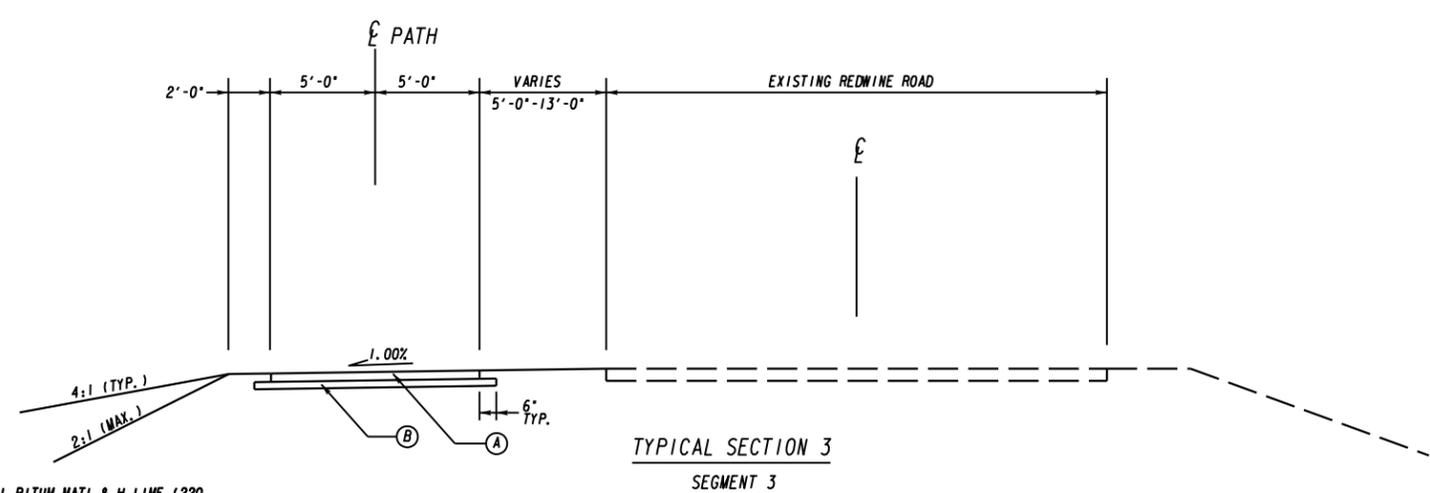
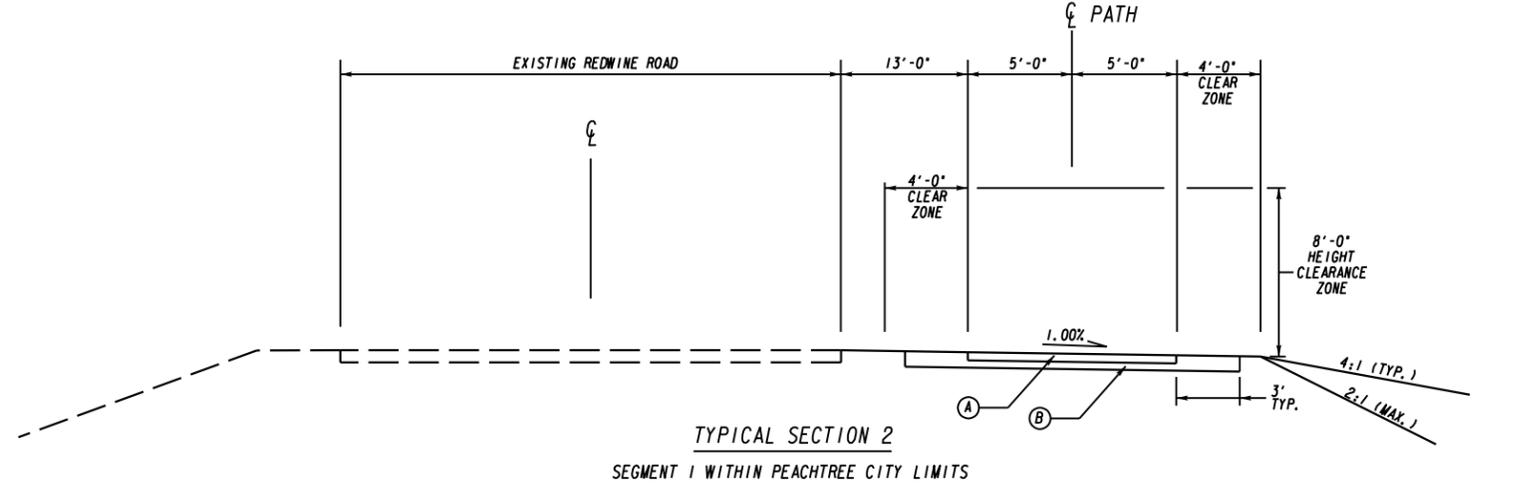
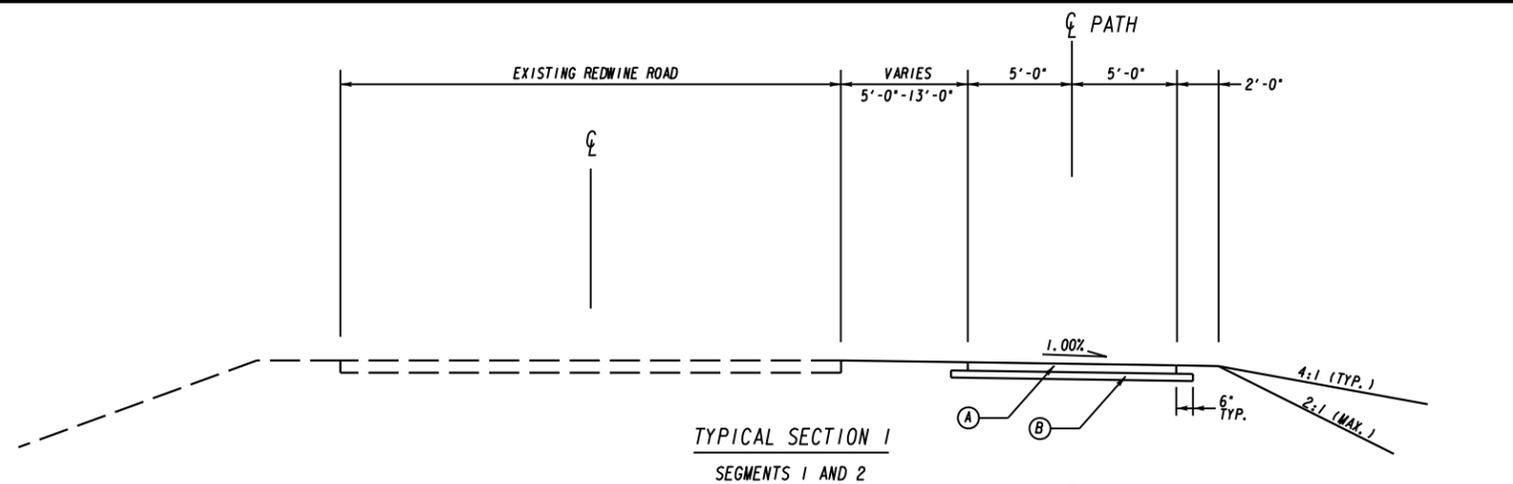
HL Heath & Lineback Engineers
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 (770)424-1668



SCALE IN FEET



- PROPERTY LINES
- PROPOSED PATH
- EXISTING PATH



- REQUIRED PAVEMENT:**
- (A) RECYCLED ASPH CONC 9.5MM SUPERPAVE. TYPE 1, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME (220 LBS/SY)
 - (B) GR AGGR BASE CRS. 4 INCH, INCL MATL

REVISION DATES	

FAYETTE COUNTY
PUBLIC WORKS

OFFICE: INNOVATIVE PROGRAM DELIVERY

TYPICAL SECTIONS

REDWINE ROAD MULTI-USE PATH

DRAWING No.

HL Heath & Lineback Engineers
INCORPORATED
2390 CANTON ROAD, BUILDING 200
MARIETTA, GEORGIA 30066-5393
(770)424-1668

N. T. S.

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ESTIMATED TOTAL :

820177.67

CONTINGENCY SUMMARY

A. CONSTRUCTION COST ESTIMATE:	\$	820,177.67	Base Estimate From CES	
B. ENGINEERING AND INSPECTION (E & I):	\$	41,008.88	Base Estimate (A) x	5 %
C. CONTINGENCY:	\$	86,118.66	Base Estimate (A) + E & I (B) x	10 %
			See % Table in "Risk Based Cost Estimation" Memo	
D. TOTAL LIQUID AC ADJUSTMENT:	\$	13,071.45	Total From Liquid AC Spreadsheet	
E. CONSTRUCTION TOTAL:	\$	960,376.66	(A + B + C + D = E)	

REIMBURSABLE UTILITY COSTS

UTILITY OWNER	REIMBURSABLE COST
TOTAL	\$

ATTACHMENTS:

PROJ. NO. REDWINE MULTI-USE PATH
P.I. NO. 0012624
DATE 10/29/2015

CALL NO.

INDEX (TYPE)	DATE	INDEX
REG. UNLEADED	Nov-15	\$ 2.054
DIESEL		\$ 2.430
LIQUID AC		\$ 413.00

Link to Fuel and AC Index:
<http://www.dot.ga.gov/PS/Materials/AsphaltFuelIndex>

LIQUID AC ADJUSTMENTS

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

Asphalt

Price Adjustment (PA)				13071.45	\$	13,071.45
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	660.80		
Monthly Asphalt Cement Price month project let (APL)			\$	413.00		
Total Monthly Tonnage of asphalt cement (TMT)				52.75		

ASPHALT	Tons	%AC	AC ton
Leveling		5.0%	0
12.5 OGFC		5.0%	0
12.5 mm		5.0%	0
9.5 mm SP	1055	5.0%	52.75
25 mm SP		5.0%	0
19 mm SP		5.0%	0
	1055		52.75

BITUMINOUS TACK COAT

Price Adjustment (PA)			\$	-	\$	-
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	660.80		
Monthly Asphalt Cement Price month project let (APL)			\$	413.00		
Total Monthly Tonnage of asphalt cement (TMT)				0		

Bitum Tack	Gals	gals/ton	tons
	0	232.8234	0

BITUMINOUS TACK COAT (surface treatment)

Price Adjustment (PA)			\$	0	\$	-
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	660.80		
Monthly Asphalt Cement Price month project let (APL)			\$	413.00		
Total Monthly Tonnage of asphalt cement (TMT)				0		

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

TOTAL LIQUID AC ADJUSTMENT \$ **13,071.45**

Redwine Road Multi-Use Path – DB Specifications Package – HL Project #2015.015

GDOT PI#0012624, Fayette County

Kick-off Meeting - 5/23/15

Location: GDOT Office of Innovative Program Delivery

Attendees:

Rick Merritt, GDOT IPD – rimerritt@dot.ga.gov

Phil Mallon, Fayette County Dir of Public Works - pmallon@fayettecountyga.gov

Brian Adams, H&L Project Manager – badams@heath-lineback.com

Allen Krivsky, H&L – akrivsky@heath-lineback.com

John Heath, H&L Project Principal – jheath@heath-lineback.com

Pat Smeeton, GT Hill, Project Environmentalist – psmeeton@gthillplanners.com

Darryl VanMeter, GDOT IPD Administrator – Dvanmeter@dot.ga.gov

Redwine Road Multi-use Path project is in Fayette County, is locally sponsored with Federal-Aid funds with preliminary engineering procured and managed by Fayette County, and is to be Let by GDOT through the Office of Innovative Program Delivery. H&L received a contract NTP May 20, 2015 and commenced work with scheduling this meeting and updating the project schedule.

The project involves producing Design-Build Plans and Specifications for a 10 –ft wide multi-use path along Redwine Road between Foreston Place and Preserve Place (a distance of approx.. 3600 ft.) and Newhaven Drive and Birkdale Drive (a distance of approx.. 4300 ft.). Additionally, crossing improvements near Old Ivy/Carnoustie Way and other path improvements along Redwine Road will be included as deemed appropriate and feasible. These segments will connect to existing path segments along Redwine Road and close the gaps from SR 74/ Joel Cowan Pkwy Birkdale Road.

PE funds were authorized in FY2014 and construction is programmed for FY2016.

Introductions were made prior to meeting starting. Allen opened the meeting and explained the purpose was to present the team and discuss strategies, schedule, GDOT involvement, and any other relevant items.

Allen presented the project Team with Brian Adams as Project Manager, Patrick Peters as Lead Path Designer, GT Hill (Pat Smeeton to join meeting later) as Environmentalist, and Seiler & Assoc. as surveyor. Other positions on the organization chart for Structural, Utility Coordination, and Geotechnical are not under contract and would be engaged as needed.

The project location and layout was reviewed that shows the path between Foreston Place and Preserve Place generally located on the east side. The path between Newhaven Drive and Birkdale Drive is preferred on both the east and west side.

Phil Mallon described the segment priorities based on funding as:

1. Segment from Foreston Place to Preserve Place
2. Segment from Newhaven Drive to Birkdale Drive on the east side
3. Segment from Newhaven Drive to Birkdale Drive on the west side also

Allen explained our assumptions on strategies to project development and the design build specifications package.

Survey- survey will begin with GIS and 2 foot contours to determine the amount of field survey required. Property and right of way research will establish existing right of way widths and parcel data. We will evaluate the necessity and value of full field topography during concept development. We will begin property research immediately to determine RW width and any issues. Phil Mallon will send GIS data to HL.

Environmental- Environmental pre-notifications can begin immediately as there is a 30 day notification period required. A Categorical Exclusion is anticipated but a Programmatic CE is possible if there is no ROW or easements required. 404 Permit is likely for the two stream crossings. We anticipate lengthening the existing culverts as the lowest cost solution. We will evaluate timber bridge options with a span across the stream to avoid stream impacts and possibly avoid a 404 Permit. We will understand the permitting requirements first and then decide whether GDOT or the contractor will secure the permit. Either way, the contractor will be responsible for mitigation costs.

Path Design- design will be based on minimum design standards for "Path" as opposed to "Trail". We will establish width, shoulders, material, etc. from AASHTO Pedestrian Guidelines, Fayetteville, and Peachtree City.

- Fayette County does not have a preference for trail surface being concrete or asphalt but existing paths along Redwine Road are asphalt. Plan to go with asphalt.
- Peachtree City prefers the path be located close to the right of way and maximum separation from the road. Possibly, plans and specs will allow contractor to meander path location within an area that has been cleared environmentally.
- At the two culvert crossings it is preferred to extend the existing culverts as a lower cost option compared to bridging. The path will meander closer to the road at the culverts. Stakeholders may desire a wooden bridge structure for better aesthetics. The culverts can be extended without being required to totally replace and embed.
- HL will evaluate Logical Termini specifically at Birkdale Road. There are private paths in the area to consider and the Regional Plan will be considered.
- Path location likely will be within existing right of way.

Phil identified some critical decision that must be considered quickly:

- Requirement for any rails and type
- Width, pavement thickness, Peachtree City standards

- If necessary to reduce impacts, consider C&G along roadway to reduce width
- Possibility of bridges at the culvert crossings and bridge types
- Path crossings, locations, mid-block crossings
- Type of striping and signage as contractor will need guidance
- Birkdale Drive is a private road- Private entity (subdivision) could tie to path

Design-Build Specifications package – H&L will develop the design plans sufficient to support the environmental document (CE), understand the construction scope, understand and acquire required right of way and construction easements, understand utility impacts, and understand total project costs. We talked about a base construction scope that would include segments or components with alternate additional scope. Darrell VanMeter explained the Variable Scope Design-Build approach that would set the maximum construction dollar value and setup project segments to be bid. Segment 1 would be the top priority minimum required scope. Additional segments would be scoped for bidding. Bids that exceed the maximum dollar amount would be considered non-responsive. Bids would be ranked first based on the number of segments included and then second based on the bid amount. This was done recently on the GA400 widening. Rick Merritt will send H&L/Phil Mallon the GA400 D-B Bid/Specifications documents.

It is likely that the procurement process will include a Public Notice of Advertisement (PNA) as well as an Industry Forum meeting to explain the project and approach to interested contractors.

Allen described the schedule as being aggressive and that the environmental studies and document are the critical path. Pat Smeeton will provide a detailed environmental schedule. Other critical tasks include public/stakeholder involvement, Concept Report Approval, environmental studies review/approval, CE review/Approval, right of way plan approval (if required), and certifications (env., row., util., constr.)

Action Items:

- Phil to send GIS data to HL
- HL to create rough concept layout to send to Phil by Friday
- Phil will coordinate stakeholders meetings tentatively June 8th & June 22nd.
- Allen to send project schedule to Pat Smeeton
- Pat Smeeton to develop and send detailed environmental schedule to Allen/Brian
- Rick to send GA400 Bidding Spec Package to Allen/Brian

Meeting Minutes

TO: The File

FROM: Patrick Peters

DATE: October 6, 2015

CC: Rick Merritt, Darryl VanMeter, Winton Ward, Matt Sanders, Felicity Davis, Angie Robinson, Robert Lewis, Phil Mallon, Carol Kalafut, John Heath, Brian Adams, Allen Krivisky

RE: Concept Team Meeting for PI No. 0012624 Redwine Road Multi-use Path

LOCATION: GDOT 409 Conference Room

Attendees: Rick Merritt – GDOT-ID
Darryl VanMeter – GDOT-ID
Winton Ward – GDOT-Engineering Services
Matt Sanders – GDOT- Engineering Services
Felicity Davis – GDOT-Maint. LAU
Angie Robinson – GDOT-OFM
Robert Lewis - HNTB
Phil Mallon – Fayette County
Carol Kalafut – Fayette County
John Heath – H&L
Patrick Peters –H&L

The meeting was held to review the project Concept Report.

- The meeting opened with each attendee introducing themselves. Patrick then gave a brief introduction and overview of the project prior to discussing the Concept Report in detail.
- Construction funds are allotted in fiscal year 2017.
- The possibility of the project going design-bid-build vs design-built, as currently scheduled, was discussed – GDOT would still let.
 - A change would need to be determined by the time the environmental document is approved.
 - The plan could still be a similar level of detail even for design-bid-build.
 - A well-defined scope is imperative to a successful design-build project. Clear scope = lower risk for contractor.
 - All agreed to move forward as a design-build project for now and the baseline schedule will reflect as much.
- There was a discussion on the appropriate terminology for the name of the facility. It was agreed that it is proper to define it as a multi-use path. The project will be designed in accordance with AASHTO's Guide for the Development of Bicycle Facilities 2012, chapter 5 and Peachtree City's Ordinances. Golf carts are permitted and are a major user of the path.

Heath & Lineback Engineers, Inc.

- Culvert crossing on Segment 2 should be evaluated to determine the merits a culvert extension versus the pedestrian bridge, considering right-of-way, environmental impacts, condition of the culvert and aesthetic value.
 - A bridge should match the existing pedestrian bridge crossing Camp Creek – boardwalk.
 - The culvert should be inspected for condition and capacity to be sure extension is an option vs replacing.
 - There was a discussion about Fayette County’s ability to proceed with replacing the culvert, if required, as an independent project - separate of the design-build.
 - Verify there is no floodplain at the culvert location.
- Utilities
 - Public Interest Determination Policy and Procedure is recommended for all GDOT design-build projects – updated report.
 - A SUE waiver and MOUs will need to be obtained prior to let.
 - H&L has received information from most existing facilities within the corridor.
 - The design intent is to avoid all above ground conflicts and minimize potential underground conflicts.
- Environmental
 - Only the CE box should be checked under Anticipated Environmental Document.
 - Environmental mitigation will be the responsibility of the design-build team.
- Cost Estimate
 - Utility costs are not reimbursable and should be included within the construction cost. Also, need a detailed estimate.
 - An 8-10% design complete item should be added to the construction cost.
 - Allow the option for sod and/or landscaping.
 - CST Cost should include: Construction, Utility, Engineering and Inspection, Contingencies, Liquid AC Cost Adjustment, and Design Complete
 - There are no additional local monies; project must be within budget – currently, +/- \$200,000 over.
 - Segment 3 would be the first section removed based on costs, if necessary. There is an existing path through Highgrove subdivision.
- Right-of-way
 - Design should aim to avoid the need for any right-of-way acquisition if possible.
 - Must be acquired prior to let.
 - If required, Location and Design approval will also be required.
 - Funds allocated for right-of-way that are unused cannot be transferred to construction.
- Typical Section
 - Needs to be verified with GDOT guides and Peachtree City requirements.
 - Compare to SRTS and existing Redwine path sections previously put in by the County.
- Merits of RRFB vs HAWK signals was briefly discussed, but since no one from Traffic was in attendance additional follow-up is needed.
- Context Sensitive Design must be clearly defined (i.e. scope to have railings, landscaping, etc. match existing).
- It is the understanding of H&L that the GDOT MS4 permit does not apply to local roads and that the local MS4 permit does not apply to transportation projects. Peachtree City may have additional requirements.
- All public involvement and outreach needs to be documented.
- The use of an industry forum/market outreach was discussed as a way to be sure the project will draw enough contractor interest – joint effort with GDOT and Fayette County.

Heath & Lineback Engineers, Inc.

Action Items:

- H&L to complete meeting minutes and send out to attendees.
- H&L to respond to comments and revise Concept Report.
- H&L to coordinate with GDOT Traffic (Andrew Heath) on the department's stance on midblock crossing signalization.
- H&L, Peachtree City, Fayette County, and GDOT (Brad McManus) to coordinate on applicability of MS4.
- GDOT to enter and approve baseline schedule so that OES can review special studies.
- Fayette County to inspect existing box culvert under Redwine Road on Segment 2 for structural and hydraulically adequacy.
- GDOT to provide guidance on if the survey database must be submitted and reviewed by the department or not.
- Fayette County to complete Public Outreach and provide documentation.
- Fayette County to confirm public access through the Highgrove subdivision of existing paths.
- Fayette County to check SRTS path detail as well as older areas on Redwine Road and provide input on the typical paving section.
- Fayette County to check on any easement to the Public at Segment 3.

Heath & Lineback Engineers, Inc.

GDOT's Office of Design Policy & Support Comments on the Draft Concept Report for PI# 0012624:

- There should not be any headers on the signature page.
The headers on the signature page will be removed.
- Be very clear if this is a design-build project and follow those requirement if needed.
(Costs may need to be reported differently for example. Check with Engineering Services)
This is a design-built project and will be clarified as necessary. Costs will be coordinated with Engineering Services.
- Please ensure the submitting teams signs the concept report prior to submission.
The report will be signed prior to submission.
- Please be sure the correct terminology for the path is used. FHWA draws distinctions based on the description. Each type of facility has its own criteria to meet.
The facility is a multi-use path and will be noted as such throughout the report.
- The attached minutes state that the facility will be built to the minimum requirements for a shared –use path. Why not call it a shared-use path?
The facility is a multi-use path and will be noted as such throughout the report.
Fayette County uses multi-use path terminology for paths throughout the County.
- The type of facility is described as a shared-use path in some places in the report and a multi-use trail in others. Please choose the type of facility, be consistent throughout the report about what it is called, adhere to the requirements for that type facility, and if possible be clear as to why it description is chosen.
The facility is a multi-use path and will be noted as such throughout the report.
- Ensure the buffers and other criteria are met for the type facility chosen.
The buffers and design criteria will be met per AASHTO's Guide for the Development of Bicycle Facilities 2012, chapter 5 and Peachtree City's Ordinances.
- Are handrails, safety end sections, bituminous tack and or any other items needed?
Handrails will be added.
- Bituminous tack in adjust but not cost.
Bituminous tack will be removed.
- Check to be sure the Bridge engineers signature is required. Depends on structures and/or size of culvert.
The culvert to be extended is a single barrel 6'x6' box culvert.

Heath & Lineback Engineers, Inc.

- The ROW needs to be approved by GDOT even if Local.
The ROW will be submitted to GDOT for approval.
- Only ROW summary is needed, not the worksheets.
Only ROW summary will be provided.
- Give the functional class for Redwine Road, since this is the nearest mainline roadway.
The functional class for Redwine Road will be provided.
- Can give brief answer for pavement alternative. Just state it is for a path and what is proposed and maybe why (maybe it adheres to local codes and meets standard requirements?)
The typical pavement section is for a multi-use path and adheres to Peachtree City Ordinance for multi-use paths.
- The parcel count differs from TPRO.
TPRO will be adjusted to match the concept report.
- Fayette and Fayetteville are in Phase II for MS4. It may be advisable to check with Brad McManus for requirements since this is a pedestrian facility.
Coordination with Brad McManus will be done to determine MS4 applicability.
- Recheck the air quality questions.
The air quality questions will be verified and corrected as required.
- The ROW cost doubled. The utility cost rose nearly 25%. The construction cost is higher.
The cost estimate is based on the current conceptual design.
- The layout is extremely hard to read. It will make poor quality copies.
The layout will be revised for clarity.
- The lines and font on the typical sections are very faint.
The typical section will be revised for clarity.
- Where are the beacons to be placed? Is a study needed to implement them?
The beacons will be placed at the potential crossings A-C. Typically, a warrant is required for HAWK signals, but no study is required for RRFB.

Patrick Peters

From: Philip Mallon <pmallon@fayettecountyga.gov>
Sent: Thursday, October 15, 2015 5:07 PM
To: Patrick Peters
Cc: Brian Adams; Carol Kalafut
Subject: FW: Redwine Path (PI 0012624) - notes from HOA meetings

Carol Kalafut and Phil Mallon met with HOA representatives from Highgrove and Whitewater Creek S/Ds on October 13th and 15th, respectively. For each meeting we presented an overview of the project, an update on schedule (CST in mid to late 2016), and talked about project scope. Below are key takeaways.

1. Both subdivisions are ok with removing segment 3 from the project and having more money available to ensure adequate number and design of Redwine Road Path crossings.
2. Highgrove is open to idea of turning their existing, private path over to Fayette County for public use in exchange for future County operation and maintenance. Note: this section of private path is in good condition but is too narrow and across low/wet land with heavy undergrowth. This exchange should be considered independent of the path project.
3. Both subdivisions favor at-grade crossings at Old Ivy and Quarters.
4. Highgrove did not support a crossing located between the two existing intersections (Old Ivy and Quarters), mostly b/c of concerns about having unrestricted access from Redwine to their club-house/amenity area. Whitewater felt a "middle" crossing would be convenient for most of their travels into PTC but many would continue to cross at Quarters when it is the shorter path.
5. We presented the concept of Rapid Flash and HAWK Beacons. Both parties were receptive.
6. A critical design parameter for Whitewater is for trail to tie to private road outside (west of) the guard station.
7. Highgrove suggested lowering speed limit on Redwine to 35 mph.
8. Whitewater continues to push for/hope for a 4-way stop at Quarters & Redwine.
9. All agreed a cart crossing at Quarters will be tricky in layout. High speeds, steady traffic, and limited sight distance are factors to consider.

Once you have the traffic data it may be worth a field visit to the entrance of Whitewater.

Phil Mallon, P.E.
Fayette County
County Engineer
pmallon@fayettecountyga.gov
770-320-6010

Redwine Road Multi-use Path

Jefferson Woods Subdivision

Meeting Minutes

October 28, 2015

Present:

Carol Kalafut and Anthony Stanley with Fayette County
John Warnock, 404-936-4886, jwarnock@dogwoodchurch.org and
David Kozosku, 770-487-8093, ryshake@bellsouth.net from Jefferson Woods
Subdivision

I. Questions from Residents

1. Will Peachtree City own (and charge County Residents for using) the portion of this path that falls inside the Peachtree City limits?
2. What will happen to landscaping at entrance?
3. How will the path cross the ditch and or creek just south of Jefferson Woods Drive?

II. Discussion

1. We shared that Peachtree City owns a portion of the path and there is a policy in place that allows for the city to charge a fee to golf carts not registered within the city limits. If he has additional concerns we suggested he contact Peachtree City.
2. We informed that landscaping will be restored to its original condition after construction is complete.
3. We discussed possible solutions, but said that upon completion of the design phase we would reach out to them to review the plans prior to construction.
4. Residents shared that carts crossing Monarch Drive are not a big problem, that most golf cart drivers are stopping as indicated at the intersection and cars are not having a problem entering the subdivision.
5. Resident relayed that there is the perception that fewer accidents occur at the Foreston Place intersection and path crossing when an officer is present. It appears the younger drivers pay attention and are more attentive.

III. General Information

We shared the overall project and continuity concept. They had no concerns regarding the plan or design other than what is listed above. We presented the idea of a HAWK or RRFB for the potential crossing at another location and they were receptive to either but said that it would probably not affect them at this time. They did share concerns about the Foreston crossing which is not part of this project's scope.

Redwine Road Multi-use Path

Preserve Place Subdivision

Preserve Place declined the offer to meet at this time. They shared no concerns regarding project concept other than ensuring that landscaping would be returned to a like condition upon completion of the project.

Patrick Peters

From: Philip Mallon <pmallon@fayettecountyga.gov>
Sent: Friday, September 18, 2015 4:14 PM
Subject: Redwine Road Multi-Use Path Project - Update 1
Attachments: Redwine Path Fact Sheet - Update 1.pdf

Categories: 2015.015 Redwine Path

Good afternoon,

You are receiving this email as someone who may be interested in Fayette County's efforts to expand the multi-use path along Redwine Road. Attached is a fact sheet on one of two projects underway in the area. The fact sheet and an accompanying Concept Plan may also be viewed at <http://www.fayettecountyga.gov>. The Concept Plan is not included with this email because of its size.

Information on the second project, the Starrs Mills Path Project, will be available soon.

My hope is for this message to reach appropriate Community Association representatives from each of the subdivisions along Redwine that have interest in the project. Please forward accordingly and let me know if there are additional addresses that should be added to future mailings.

On a related note, be aware of new posted speed limits around the Starrs Mills School zone.

Thanks,

Phil Mallon, P.E.
Fayette County
County Engineer
pmallon@fayettecountyga.gov
770-320-6009

Redwine Road Multi-Use Path Project – Update 1

GDOT PI No. 0012624 / ARC No. FA-352

Introduction

Fayette County has two path projects underway along Redwine Road: 1) the Redwine Road Multi-Use Path Project; and 2) the Starrs Mill Path Project. Both projects share the goal of expanding the multi-use path system along Redwine Road, with emphasis on providing safe and direct paths between neighborhoods and the Starrs Mill school complex. The projects have different funding sources and, consequently, different schedules.

Description

The Redwine Road Multi-Use Path Project is a federal-aid project jointly implemented through the efforts of Fayette County and the Georgia Department of Transportation (GDOT). The project's core includes three distinct components:

- Segment 1 – a 3,760-ft path along east side of Redwine Road between Foreston Place and Preserve Place;
- Segment 2 – a 4,350-ft path along the east side of Redwine Road between New Haven Drive and Birkdale Drive; and
- New Crossing – an at-grade crossing of Redwine Road (for pedestrians, bicycles and golf carts) at a location to be determined (see Path Crossings A, B and C on the Concept Plan).

The project's budget is set at \$1,073,000 and the construction costs are unknown at this time.

Listed below are two optional components that may be included if the budget allows and there is support from the public. We hope to structure the bid so that Fayette County and GDOT have options during contract award.

- Segment 3 – new path along the west side of Redwine Road between Old Ivy and Quarters Road (this would be in addition to Segment 2); and
- Segment 4 – path widening around the existing crosswalks at the Redwine Road, Bernhard Road and South Peachtree Parkway intersection.

A Concept Plan showing all five components is available for at www.fayettecountyga.gov. Public input is welcomed and encouraged through mid-October. Please contact us by email at publicworks@fayettecountyga.gov or by phone at 770-320-6009.

Schedule/Milestones

- May 2015 – Notice to Proceed issued to Consultant
- August 2015 – start of field surveys; Draft Concept Report submitted to GDOT
- September and October 2015 – Meetings with Community Association representatives from the Highgrove, Whitewater Creek, New Haven, The Preserve, and Jefferson Woods subdivisions
- August 2015 thru February 2016 – Environmental studies, NEPA documentation and permitting
- September 2015 thru February 2016 – Preliminary engineering and plan development
- December 2015 thru March 2016 – land acquisition for right-of-way and easements (based on the Concept Plan up to five parcel may be impacted)
- April 2016 – Start of Construction; assume a 12-month duration

Please send an email address to publicworks@fayettecountyga.gov if you'd like to be copied directly on future updates for this project or the Starrs Mill Path project.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
FAYETTE COUNTY
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

This Memorandum of Understanding is made and entered into this 26th day of November, 2014, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and FAYETTE COUNTY, acting by and through its Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility PI #0012624, Redwine Road and Starrs Mill School Complex Multi-use Path, 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 LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to utilize design-build methods to deliver the PROJECT; 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 DEPARTMENT has provided an estimated cost to the LOCAL GOVERNMENT for its participation in certain activities of the PROJECT; 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 has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its

certification using the DEPARTMENT'S Local Administered Project Manual procedures. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE", all 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, affixed 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 providing guidance to the LOCAL GOVERNMENT in design-build delivery methods including scope development, procurement, final design, and construction oversight for the PROJECT. The DEPARTMENT will let and administer the design-build contract.

3. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for PE Oversight and Construction Oversight by the DEPARTMENT.

4. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding commitments as identified in Attachment "A" of this Agreement apply to PE, Right of Way, and Construction phases of the PROJECT.

5. 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.

6. In accordance with Georgia Code 32-2-2, The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and sidewalk within the PROJECT limits. The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all lighting systems installed to illuminate any roundabouts constructed as part of this PROJECT. Furthermore, the LOCAL GOVERNMENT shall also be responsible for the maintaining of all landscaping installed as part of any roundabout constructed as part of this PROJECT.

7. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as

“TIP/STIP”. Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT’s implementation until funds can be re-identified for right of way or construction phases, as applicable.

8. 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.

9. 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 for letting the design-build contract. The concept report shall be approved by the DEPARTMENT prior to design-build let. 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 survey database for the PROJECT for use during the design-build phase of the work.
- c. Prepare environmental studies, documentation reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical,

ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization or letting of the design-build contract by the DEPARTMENT. 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 may 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 PROJECT costing plans for use during the design-build phase of the work.

h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

i. Provide certification, by a Georgia Registered Professional Engineer, that the concept report, survey database, and costing plans have been prepared, as applicable, under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

j. Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

10. 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.

11. 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.

12. 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.

13. The LOCAL GOVERNMENT unless otherwise noted in attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The utility costs shall include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state

that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise during construction.

14. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

15. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's

Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

16. The DEPARTMENT unless otherwise shown in Attachment "A" shall be responsible for Letting the PROJECT for design-build, and is solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:

- a. Submittal of acceptable PROJECT PE activity deliverables noted in this agreement.
- b. Certification that all needed rights of way have been obtained and cleared of obstructions.

- c. **Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.**
- d. **Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.**

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements stated in Chapters 10, 11, 12 and 13 of the DEPARTMENT's Local Administered Project Manual. The LOCAL GOVERNMENT shall be responsible for providing qualified construction oversight with their personnel or by employing a Consultant firm prequalified in Area Class 8.01 to perform construction oversight. The LOCAL GOVERNMENT shall be responsible for employing a GDOT prequalified consultant in area classes 6.04a and 6.04b for all materials testing on the PROJECT, with the exception of field concrete testing. All materials testing, including field concrete testing shall be performed by GDOT certified technicians who are certified for the specific testing they are performing on the PROJECT. The testing firm(s) and the individual technicians must be submitted for approval prior to Construction.

17. The LOCAL GOVERNMENT 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, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

19. The DEPARTMENT shall be furnished with a copy of all contracts and agreements between the LOCAL GOVERNMENT and any other agency or contractor

associated with construction activities. The DEPARTMENT's Project Manager shall be the primary point of contact unless otherwise specified.

20. The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the Project Manager after execution of this agreement.

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

FAYETTE COUNTY

BY: [Signature]
Commissioner

BY: [Signature]
Name Steve Brown
Title Chairman, Fayette County BOC

ATTEST
[Signature]
Treasurer

Signed, sealed and delivered this 4th
day of November, 2014, in the
presence of:



[Signature]
Witness

[Signature]
Notary Public

LESLIE HANCOCK
Notary Public, Georgia
Coweta County
My Commission Expires
January 02, 2017

This Agreement approved by Local
Government, the 23rd day of
October, 2014

Attest
[Signature] DEPUTY COUNTY CLERK
Name and Title

FEIN: 58-6000826

Attachment "A" Funding Sources and Distribution

Attach "Project Manager" Project Charging Form for Approval

Project No.: 0012624

Sponsor: Fayette County

Preliminary Engineering Phase I		Preliminary Engineering - Phase I ¹			GDOT Oversight for PE (Phase I) ²			Preliminary Engineering Grand Total		
Percentage	PE Amount	Maximum PE Participation Amount (\$)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount	
80%	\$91,200.00	\$91,200.00	Federal	Local Government	0%	\$0.00	Federal	80%	\$91,200.00	
0%	\$0.00	\$0.00	State		0%	\$0.00	State	0%	\$0.00	
20%	\$22,800.00	N/A	Local		0%	\$0.00	Local	20%	\$22,800.00	
0%	\$0.00	\$0.00	Other		0%	\$0.00	Other	0%	\$0.00	
100%	\$114,000.00				0%	\$0.00		100%	\$114,000.00	

Right of Way Phase II		Right of Way - Phase II ¹			Acquisition Fund		
Percentage	ROW Amount	Maximum ROW Participation Amount (\$)	Participant	Acquisition By:	Percentage	Amount	Participant
80%	\$100,000.00	\$100,000.00	Federal	Local Government	0%	\$0.00	Federal
0%	\$0.00	\$0.00	State		0%	\$0.00	State
20%	\$25,000.00	N/A	Local		0%	\$0.00	Local
0%	\$0.00	\$0.00	Other		0%	\$0.00	Other
100%	\$125,000.00				0%	\$0.00	

Construction Phase III		Construction - Phase III ¹			Construction		
Percentage	CST Amount	Maximum CST Participation Amount (\$)	Participant	Letting By:	Percentage	Amount	Participant
80%	\$605,400.00	\$605,400.00	Federal	Local Govt	0%	\$0.00	Federal
0%	\$0.00	\$0.00	State		0%	\$0.00	State
20%	\$151,600.00	\$151,600.00	Local		20%	\$0.00	Local
0%	\$0.00	\$0.00	Other		0%	\$0.00	Other
100%	\$757,000.00				100%	\$0.00	

Utility Phase IV		Utility Relocation - Phase IV			Grand Total - All Phases I through III		
Percentage	UTIL Amount	Maximum UTIL Participation Amount (\$)	Participant	Percentage	TOTAL Amount	Maximum Participation Amount (\$)	Participant
80%	\$60,800.00	\$60,800.00	Federal	80%	\$797,600.00	\$797,600.00	Federal
0%	\$0.00	\$0.00	State	0%	\$0.00	\$0.00	State
20%	\$15,200.00	\$15,200.00	Local	20%	\$199,400.00	N/A	Local
0%	\$0.00	\$0.00	Other	0%	\$0.00	\$0.00	Other
100%	\$76,000.00			100%	\$997,000.00		

Summary of Phases I Through III		GDOT Oversight for CST (Phase III) ²		
Percentage	TOTAL Amount	Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:	Amount
80%	\$797,600.00	GDOT	GDOT	\$91,200.00
0%	\$0.00			\$0.00
20%	\$199,400.00			\$22,800.00
0%	\$0.00			\$0.00
100%	\$997,000.00	100%	100%	\$114,000.00

¹The maximum allowable GDOT participating amounts for PE phase are shown above. The local government will

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

³Right-of-Way and Construction amounts shown are for budget planning purposes only.

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

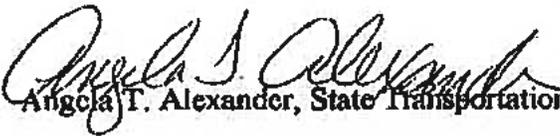
Annual Reporting Requirements

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.

D.O.T. 66

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTERDEPARTMENTAL CORRESPONDENCE

FILE		OFFICE	Planning
		DATE	September 17, 2010
FROM	 Angela T. Alexander, State Transportation Planning Administrator		
TO	Todd I. Long, PE, PTOE, Director of Planning Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner		
SUBJECT	Preliminary Engineering Oversight for Project Managers/Project Delivery Staff		

Note: This memo supersedes the previous PE Oversight Memo, dated August 17, 2010. PE Oversight funding for Safe Route to School (SRTS) projects are eligible for PE Oversight funds, paid for with funding from the SRTS program. No other changes were made to the memo.

As you are aware, the Department is unable to continue funding PE oversight with 100% motor fuel funds due to the decline in motor fuel revenues. As a result, the Department needs an established procedure detailing the circumstances under which the Department will fund PE oversight with federal-aid funds (matched with state motor fuel funds) and when the Department will request that the local government/project sponsor fund the Department's expenses associated with PE oversight. The PE Oversight funds will be used to fund staff man-hours and any other associated expenses incurred by any GDOT employee working on the project. Please note that the process detailed below applies equally to routes both on and off the state highway system.

GDOT Funds PE Oversight with Federal-Aid:

The Department will fund PE oversight with federal-aid funds (and matching motor fuel funds), only if a subsequent project phase (ROW, UTL, CST) is programmed within the first 4 active years of the currently approved TIP/STIP. The source of federal-aid funds to be used for the PE oversight activities is as follows:

- 1) Projects on the National Highway System will use NHS funds (L050) to finance GDOT's PE oversight expenses
- 2) Projects *not* on the National Highway System but eligible for Surface Transportation Program (STP) funds, will follow one of the scenarios below:
 - a) Projects in urban areas between 5,000 and 199,999 in population will use L200 funds (with MPO approval, if applicable)
 - b) Projects in urban areas with a population greater than 200,000 will use L230 funds (with MPO approval)
 - c) Projects in rural areas with a population less than 5,000 will use L250 funds
 - d) The Department may, at the joint discretion of the Chief Engineer and Director of Planning, apply L240 funds to any federal-aid eligible project

- 3) Projects which have received an earmark in federal legislation, will use a portion of the earmark funding for GDOT's PE oversight expenses, pending MPO approval if applicable. (Note: earmark funded projects could receive PE oversight funding regardless of the funding being programmed within the first 4 active years of a currently approved TIP/STIP).
- 4) Projects funded with Safe Route to School (SRTS) funds will use SRTS funds to finance GDOT's PE oversight expenses, regardless of whether or not a subsequent phase of the project appears in the STIP/TIP.

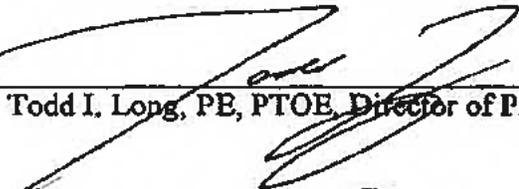
GDOT Requests Local Government/Project Sponsor to Fund PE Oversight:

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

- 1) A subsequent phase of the project is not programmed within the first 4 active years of the Currently approved TIP/STIP
- 2) The MPO has elected to not approve the use of L200 or L230 funds for GDOT's PE oversight expenses
- 3) The project is funded with CMAQ funds
- 4) The project is funded with an earmark identified in federal legislation and the local government/entity which secured the earmark (or MPO, if applicable) declines to allow GDOT to use a portion of the earmark for PE oversight expenses
- 5) The project is currently funded entirely with local funds; however, the local government intends to secure federal funding at a future date

Once the PE oversight process is implemented, it will be the responsibility of the GDOT Project Manager to work with the GDOT Office of Financial Management to establish an appropriate amount of federal-aid funded PE oversight funding, or work with the local government to secure locally sourced PE oversight funds.

If you approve of this process, please sign below. Once an acceptable process is developed and approved by both the Chief Engineer and Director of Planning, we will provide the finalized process to the Office of Program Control for distribution to the GDOT Project Managers and incorporation into future Project Framework Agreements. If you have any questions, please contact Matthew Fowler at 404-631-1777.

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

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

ATTACHMENT "D"
GDOT Oversight Estimate for Locally Administered Project

Friday, 03 14, 2014 1:00 PM

PI Number	<input type="text" value="0012624"/>	Project Number	<input type="text" value="NA"/>
County	<input type="text" value="Fayette"/>	Project Length	<input type="text" value="1.5"/> Miles
Project Manager	<input type="text" value="Darryl VanMeter"/>	Project Cost	<input type="text" value="\$997,000.00"/>
Project Type	<input type="text" value="Multi-Use Path"/>		
Project Description	<input type="text" value="Redwine Road & Starrs Mill School Complex and Multi-Use Path"/>		
Expected Life of Project	<input type="text" value="20.00"/> Years		

Project Phase	Oversight Hours		Oversight Cost
1. Project Initiation	0	\$	0.00
2. Concept Development	0	\$	0.00
3. Database Preparation*	0	\$	0.00
4. Preliminary Design	0	\$	0.00
5. Environmental	0	\$	0.00
6. Final Design	0	\$	0.00
Travel Expenses		\$	-
Total Oversight Estimate	0	\$	0.00
Percentage of Project Cost	.00%		

ATTACHMENT "E"
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT

Name of Contracting Entity: Fayette County, Georgia

Contract No. and Name: Georgia Department of Transportation / Fayette County
PI. No. 0012624

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

47566
E-Verify / Company Identification Number

[Signature]
Signature of Authorized Officer or Agent

July 17, 2007
Date of Authorization

Steve Brown
Printed Name of Authorized Officer or Agent

Fayette County BOC, Chairman
Title of Authorized Officer or Agent

November 4, 2014
Date

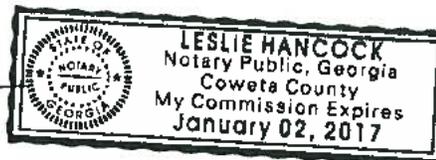
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

4th DAY OF November, 2014

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires: 01/02/2017



3/2014

ATTACHMENT F

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried out under this title.”

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms “programs and activities” to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the sub-recipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

ATTACHMENT "F"

TITLE VI ACKNOWLEDGEMENT FORM

The Fayette County, Georgia assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The Fayette County, Georgia assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.



 Official Name and Title Fayette County BCC,
Chairman

November 4, 2014
 Date

Citations:

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

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

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