

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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

FILE P.I. # 0012885

OFFICE Design Policy & Support

Paulding County
GDOT District 6 - Cartersville
Dallas Battlefield Trail - Phase II

DATE 8/13/2015

FROM  for Brent Story, State Design Policy Engineer

TO SEE DISTRIBUTION

SUBJECT APPROVED CONCEPT REPORT

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

Attachment

DISTRIBUTION:

Glenn Bowman, 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
Hiral Patel, State Environmental Administrator
Ben Rabun, 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
DeWayne Comer, District Engineer
David Acree, District Preconstruction Engineer
Jennifer Deems, Assistant District Utilities Engineer
Nicole Law, Project Manager
BOARD MEMBER - 14th Congressional District

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

Project Type: Enhancement P.I. Number: 0012885
GDOT District: 6 County: Paulding
Federal Route Number: N/A State Route Number: 61, 6BU

*Dallas Battlefield Trail – Phase II
Chattahoochee Tech Spur of Silver Comet Trail to Sara Babb Park
See Location Map on Page #2*

Submitted for approval:

[Signature] Keck and Wood, Inc. 3/16/15

Consultant Designer & Firm or GDOT Concept/Design Phase Office Head & Office Date

[Signature] City of Dallas 3/16/15

Local Government Sponsor Date

Albert V. Shylby III 3/30/15

State Program Delivery Engineer Date

[Signature] 3/20/15

GDOT Project Manager Date

Recommendation for approval:

HIRSH PATEL/EKP* 5/11/2015

State Environmental Administrator Date

BEN RABUN/EKP* 7/29/2015

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

**CINDY VAN DYKE*/EKP* 4/6/2015

State Transportation Planning Administrator Date

Approval:

[Signature] 8/7/2015

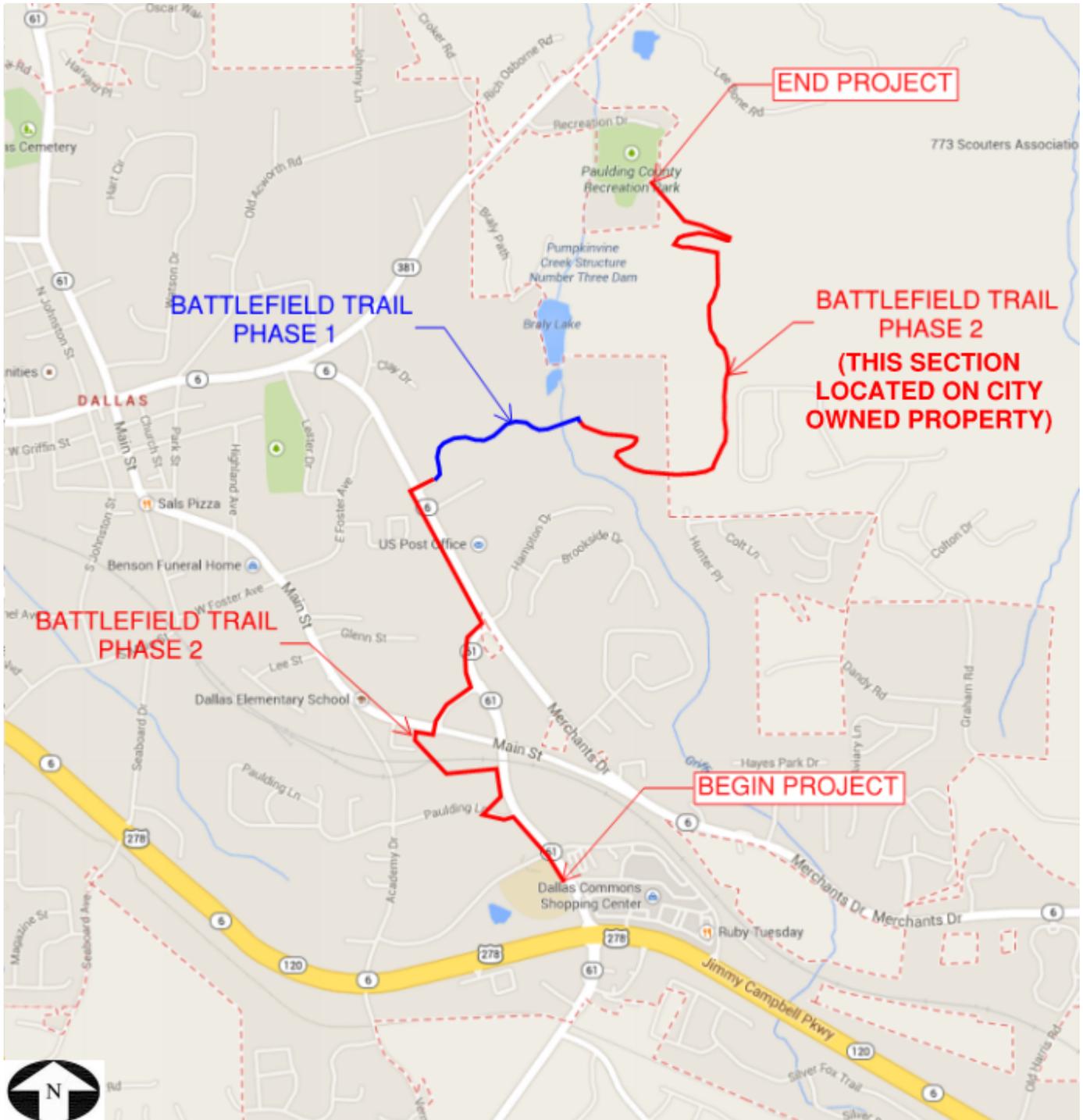
GDOT Director of Engineering Date

[Signature] 8.10.15

GDOT Chief Engineer Date

**SCP PHASE AUTH IN FY2014. NO OTHER PHASES IN TIP/RTP
* RECOMMENDATION ON FILE*

PROJECT LOCATION



County: Paulding

PLANNING & BACKGROUND DATA

Project Justification Statement: The adjacent Silver Comet Trail is a highly utilized shared use path located 13 miles northwest of Atlanta, Georgia. It travels west through Cobb, Paulding, and Polk counties. It is a quiet, non-motorized, paved trail for walkers, hikers, bicyclists, rollerbladers, horses, dog walkers and is wheelchair accessible. The Silver Comet Trail is 61.5 miles long and starts in Smyrna, Georgia and it ends at the Georgia/Alabama state line, near Cedartown, Georgia. There is an existing trail spur located at Chattahoochee Tech. The City of Dallas would ultimately like to connect the Silver Comet Trail (via the existing Chattahoochee Tech trail spur) to their existing Sara Babb Park. Sara Babb Park has four (4) lighted tennis courts, two (2) baseball/softball fields, two (2) volleyball courts, swimming pool, outdoor pavilion, outdoor grills, one (1) playground and bicycle trails. When constructed, the Dallas Battlefield Trail (Phase II) project will represent a crucial link between Dallas' parks, neighborhoods, and commercial uses to the Silver Comet Trail. Specifically the project would provide a 10' wide paved shared use path (8' in some locations) that serves as a transportation alternative for the residents and visitors of Dallas as they navigate the City and provide access to the Silver Comet Trail. These improvements will create a more desirable connection with adjoining neighborhoods, local businesses as pedestrians, bicyclists and motorists enter the City of Dallas. The project will also promote alternative modes of transportation by providing bicycle facilities and continuous shared use paths throughout the corridor. This project is considered a high priority in the City's effort to improve pedestrian and cycling mobility and encourage alternative transportation options around the City and to the Silver Comet Trail.

Description of the proposed project: The project is completely within the City of Dallas. The project will complete the 10' paved trail (8' in some locations) from the Chattahoochee Tech Spur of Silver Comet Trail to the City's Sara Babb Park. The project will begin at the Chattahoochee Tech Spur and continue approximately 800 feet along the existing shoulder of SR 61/Nathan Dean Blvd, then continue along Paulding Lane approximately 200 feet before heading north within an existing easement on the Oasis Family Life Church property for approximately 900 feet. The shared use path would then bridge over a Norfolk Southern railway line for approximately 200 feet before connecting to Hardee Street and the adjacent Elizabeth McKoon Memorial Park. The shared use path would then continue along the shoulder of Henry Holland Drive for approximately 600 feet before re-connecting back to SR 61/Nathan Dean Blvd. The trail then continues north approximately 730 feet along the west shoulder of SR 61/Nathan Dean Blvd before continuing north along the west shoulder of SR 61/SR 6BU/Merchants Drive for approximately 1,300 feet. At this location the trail crosses SR 61/ SR 6BU/Merchants Drive and continues 650 feet along Orphans Brigade Road, connecting to the City's existing Battlefield Trail (Phase 1) shared use path project. The trail will then continue from the Phase 1 trail project on City owned property for approximately one (1) mile and connect to the City of Dallas' Sara Babb Park. Portions of the shared use path on the City owned parcel may be 8' wide and contain pedestrian level wooden boardwalk sections in order to conform to the adjacent mountainous terrain. Handrail will be added where the design dictates. The project will be designed per ADA standards. The bridge over the Norfolk Southern railway line will accommodate a 10'

wide trail, pre-fabricated single steel structural truss span and a concrete deck, with a design loading not to exceed H-10. The bridge will be designed according to the “*LRFD Guide Specifications for the Design of Pedestrian Bridges*”. The bridge is not located in a FEMA floodplain. A hydraulic analysis and design storm information is not applicable because the bridge is located over an existing Norfolk Southern railway.

Federal Oversight: Exempt State Funded Other

MPO: Atlanta Regional Commission (ARC)

MPO Project ID: PA-100

Regional Commission: Northwest Georgia RC

RC Project ID N/A

Congressional District(s): 14

Projected Traffic: AADT

SR 61/Nathan Dean Blvd:

Current Year (2014): 12,903 Open Year (2020): 14,531 Design Year (2040): 21,592
Traffic Projections Performed by: Assumed 2%/yr growth from 2013 AADT (from GDOT STARS data)

SR 61/SR 6BU/Merchants Dr:

Current Year (2014): 17,952 Open Year (2020): 20,217 Design Year (2040): 30,041
Traffic Projections Performed by: Assumed 2%/yr growth from 2013 AADT (from GDOT STARS data)

Functional Classification (Mainline): Not Applicable

Is this a 3R (Resurfacing, Restoration, & Rehabilitation) Project? No Yes

Will Context Sensitive Solutions procedures be utilized? No Yes

Major Interchanges/Intersections: None.

Utility Involvements:

- Water - City of Dallas
- Sanitary sewer – City of Dallas
- Power – Georgia Power
- Natural gas – Atlanta Gas Light
- Telecommunications – AT&T
- Cable – Comcast Communications

Public Interest Determination Policy and Procedure recommended (Utilities)? No Yes

SUE Required: No Yes

Railroad Involvement: Yes, Norfolk Southern Railroad

County: Paulding

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

Warrants met: None Bicycle Pedestrian Transit

Right-of-Way:

Required Right-of-Way anticipated: No Yes Undetermined
Easements anticipated: None Temporary Permanent Utility Other

Anticipated number of impacted parcels: 10
Displacements anticipated: Total: 0
Businesses: 0
Residences: 0
Other: 0

Transportation Management Plan [TMP] Required:

No Yes
If Yes: Project classified as: Non-Significant Significant
TMP Components Anticipated: TTC TO PI

Design Exceptions to FHWA/AASHTO controlling criteria anticipated: None.

Design Variances to GDOT Standard Criteria anticipated: None.

ENVIRONMENTAL DATA

Anticipated Environmental Document:

GEPA: NEPA: CE PCE

Project Air Quality:

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

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

Environmental Permits/Variations/Commitments/Coordination anticipated: NPDES permit is expected due to an estimated disturbance of greater than one (1) acre.

NEPA/GEPA Comments & Information: A Categorical Exclusion (CE) is anticipated for this project.

Ecology: An ecology study will be performed by a qualified ecologist. No significant resources are anticipated, and no adverse effects are anticipated. An ecology report will be submitted for GDOT approval and FHWA concurrence.

County: Paulding

History: A 106/historical study will be performed by a qualified archeologist. No impacts are anticipated. An archaeology worksheet identifying findings will be submitted for GDOT approval and SHPO concurrence.

Air and Noise: A PM2.5 exemption would be obtained. No impacts on air quality or noise impacts are anticipated.

PROJECT RESPONSIBILITIES

Project Activities:

Project Activity	Party Responsible for Performing Task(s)
Concept Development	City of Dallas, Consultant
Design	City of Dallas, Consultant
Right-of-Way Acquisition	City of Dallas, Consultant
Utility Coordination (Preconstruction)	City of Dallas, Consultant
Utility Relocation During Construction	Utility Owners
Letting to Contract	City of Dallas
Construction Supervision	City of Dallas, Consultant, Contractor, GDOT
Providing Material Pits	Contractor
Providing Detours	Contractor
Environmental Studies, Documents, and Permits	City of Dallas, Consultant
Environmental Mitigation	City of Dallas
Construction Inspection & Materials Testing	City of Dallas, Consultant, Contractor, GDOT

Lighting required: No Yes

Other projects in the area: PI 0010709, PI 621570

Other coordination to date: Concept Report Meeting

Project Cost Estimate and Funding Responsibilities:

	Breakdown of PE	ROW	Reimbursable Utility	CST*	Environmental Mitigation	Total Cost
By Whom	SPONSOR/ FEDERAL	SPONSOR	SPONSOR	SPONSOR \$9,143,327	-	\$4,737,295
\$ Amount	\$74,853/ \$299,415	\$219,300	\$0	\$4,141,027	-	\$4,734,595
Date of Estimate	3/16/2015	7/28/2014	7/28/2014	3/16/2015	-	

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

ALTERNATIVES

Preferred Alternative: As discussed above, 10' shared use path.

County: Paulding

~~\$4,734,595~~ **\$4,737,295** (EXP)

Estimated Property Impacts:	10	Estimated Total Cost:	\$4,734,595
Estimated ROW Cost:	\$219,300	Estimated CST Time:	12 months
Rationale: The alternative meets the project goals with the least impacts and is within the project budget. It provides bicycle and pedestrian movements while minimizing right-of-way acquisition costs and utility relocation costs.			

No-Build Alternative: No-Build.			
Estimated Property Impacts:	0	Estimated Total Cost:	\$0
Estimated ROW Cost:	\$0	Estimated CST Time:	0 months
Rationale: Does not meet project need and purpose.			

Alternative #1: Southern segment between Chattahoochee Tech spur and Orphan Brigade Drive to be along creek / on private property.			
Estimated Property Impacts:	20	Estimated Total Cost:	\$7,000,000
Estimated ROW Cost:	\$800,000	Estimated CST Time:	15 months
Rationale: The alternative was not selected due to the high right-of-way costs and increased construction costs.			

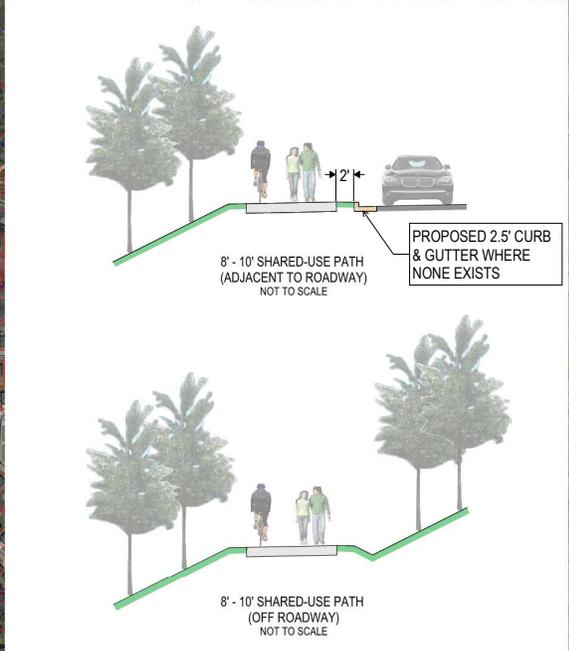
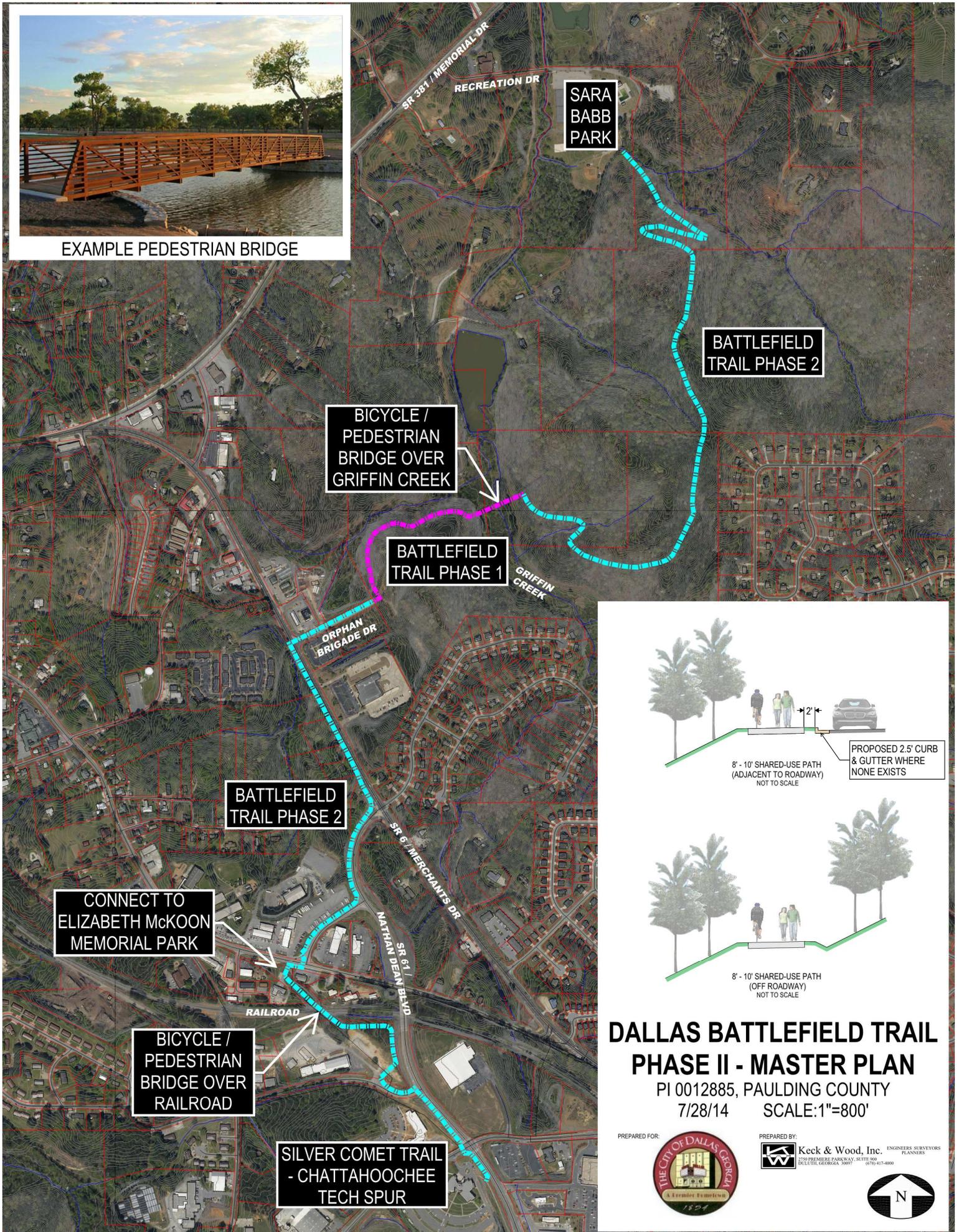
Comments/additional information: None.

Attachments:

1. Concept Layout w/ Typical Sections
2. Cost Estimates
3. Concept Team Meeting Minutes
4. Signed Project Framework Agreement



EXAMPLE PEDESTRIAN BRIDGE



DALLAS BATTLEFIELD TRAIL PHASE II - MASTER PLAN

PI 0012885, PAULDING COUNTY
7/28/14 SCALE: 1"=800'

PREPARED FOR:

PREPARED BY:

Keck & Wood, Inc. ENGINEERS SURVEYORS PLANNERS
2750 PREMIERE PARKWAY, SUITE 800
DALLAS, GEORGIA, 30097 (478) 417-4000

JOB ESTIMATE REPORT

JOB NUMBER : 0012885 SPEC YEAR: 13
 DESCRIPTION: DALLAS BATTLEFIELD TRAIL - PHASE 2

ITEMS FOR JOB 0012885

LINE	ITEM	ALT	UNITS	DESCRIPTION	QUANTITY	PRICE	AMOUNT
0005	150-1000		LS	TRAFFIC CONTROL	1.000	30000.00	30000.00
0010	163-0232		AC	TEMPORARY GRASSING	1.000	5000.00	5000.00
0015	163-0240		TN	MULCH	2.000	1250.00	2500.00
0020	163-0300		EA	CONSTRUCTION EXIT	4.000	1091.61	4366.44
0025	163-0529		LF	CNST/REM TEMP SED BAR OR BLD STRW CK DM	100.000	25.00	2500.00
0030	171-0030		LF	TEMPORARY SILT FENCE, TYPE C	10000.000	2.99	29900.00
0035	210-0100		LS	GRADING COMPLETE	1.000	2000000.00	2000000.00
0040	310-5040		SY	GR AGGR BS CRS 4IN INCL MATL	12000.000	14.00	168000.00
0045	402-3100		TN	REC AC 9.5 MM SP,TPI,GPIORBL1,INCL BM&HL	1100.000	100.00	110000.00
0050	441-0016		SY	DRIVEWAY CONCRETE, 6 IN TK	400.000	32.70	13080.00
0055	441-6022		LF	CONC CURB & GUTTER, 6X30TP2	1000.000	29.41	29410.00
0060	500-3201		CY	CL B CONC, RET WALL	400.000	402.20	160880.00
0065	550-4118		EA	FLARED END SECT 18 IN, SIDE DR	20.000	318.00	6360.00
0070	550-1180		LF	STM DR PIPE 18,H 1-10	1000.000	41.03	41030.00
0075	611-5300		LF	RESET GUARDRAIL	200.000	9.97	1994.00
0080	611-5480		EA	RESET LIGHTING STANDARD	10.000	982.73	9827.30
0085	636-1033		SF	HWY SIGNS, TP1MAT,REFL SH TP 9	300.000	19.70	5910.00
0090	636-2070		LF	GALV STEEL POSTS, TP 7	800.000	7.98	6384.00
0095	647-1000		LS	TRAF SIGNAL INSTALLATION NO	1.000	100000.00	100000.00
0100	652-0094		EA	PVMT MARKING, SYMBOL, TP 4	10.000	45.92	459.20
0105	652-5451		LF	SOLID TRAF STRIPE, 5 IN, WHITE	12000.000	0.29	3480.00
0110	716-2000		SY	EROSION CONTROL MATS, SLOPES	40000.000	1.09	43600.00
0115	-		EA	BOLLARD	12.000	250.00	3000.00
0120	-		LS	BRIDGE COMPLETE	1.000	645000.00	645000.00
0125	-		LF	SPLIT RAIL FENCE	10000.000	12.00	120000.00
0130	-		LF	BOARDWALK	1000.000	200.00	200000.00

ITEM TOTAL							3742680.94
CONSTRUCTION ENGINEERING & INSPECTION							187134.05
CONTINGENCY (5%)							196490.75
TOTAL LIQUID AC ADJUSTMENT							14721.44
PRELIMINARY ENGINEERING (10%)							374268.09
ROW							219300.00
REIMBURSABLE UTILITIES							0.00

TOTALS FOR JOB 0012885

ESTIMATED TOTAL : 4734595.27

Preliminary Right of Way Cost Estimate

Date: July 28, 2014

Project: Dallas Battlefield Trail – Phase II

P.I. Number: 0012885

Existing/Required R/W: Required

No. Existing Parcels: 10

Project Termini: Chattahoochee Tech Spur of Silver Comet Trail to Sara Babb Park

City of Dallas, Paulding County

Project Description: Shared Use Path - Enhancement

Land:

Estimated Required ROW

Commercial	1,000 sf @	\$8.00 / sf	=	\$8,000
Industrial	0 sf @	\$6.00 / sf	=	\$0
Residential	0 sf @	\$4.00 / sf	=	\$0
Agricultural	0 sf @	\$3.00 / sf	=	\$0

Estimated Easements for Construction and Maintenance

Commercial	13,000sf @	\$4.00 / sf	=	\$52,000
Industrial	0 sf @	\$3.00 / sf	=	\$0
Residential	13,000sf @	\$2.00 / sf	=	\$26,000
Agricultural	0 sf @	\$2.00 / sf	=	\$0

\$86,000

Improvements:

0 businesses, 0 houses, 0 mobile homes, curbing,
paving, signs, fencing and site improvements = \$0

\$0

Relocation:

0 Commercial @ \$25,000 / parcel = \$0
0 Residential @ \$20,000 / parcel = \$0

\$0

Damages:

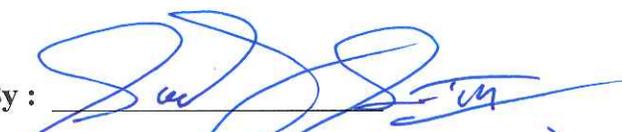
Proximity = \$0
Consequential = \$0
Cost To Cure = \$0

\$0

Net Cost		<u>\$86,000</u>
Scheduling Contingency	55 %	<u>\$47,300</u>
Adm/Court Cost	60 %	<u>\$51,600</u>
Inflation Factor	40 %	<u>\$34,400</u>

Total Cost \$219,300

Prepared By :


SAM SERIO (KECK & WOOD, INC.)



KECK & WOOD, INC.

2750 Premiere Parkway

Suite 900

Duluth, GA 30097

(678) 417-4000

FAX (678) 417-4055

DATE: 7/28/14

PI NO. 0012885

Memo

TO: Project Manager
OFFICE: Georgia Department of Transportation

FROM : Sam J. Serio, P.E.
OFFICE: Keck & Wood, Inc.

SUBJECT: Conceptual Utility Cost Estimate
PI 0012885, Dallas Battlefield Trail – Phase 2
City of Dallas, Paulding County, Georgia

As requested by your office, we are furnishing you with a Conceptual Reimbursable Utility Cost estimate for the PI 0012885, Dallas Battlefield Trail – Phase 2 Project, located in Dallas, GA.

<u>FACILITY OWNER</u>	<u>NON-REIMBURSABLE</u>	<u>REIMBURSABLE</u>
City of Monroe – Water	\$0	\$0
City of Monroe – Sewer	\$0	\$0
Power – Georgia Power	\$0	\$0
Atlanta Gas Lights – Natural Gas	\$0	\$0
AT&T – Telecommunications	\$0	\$0
Comcast Communications – Cable	\$0	\$0
Totals:	\$0	\$0

Total estimated reimbursable costs for the above project is \$0.

If you have questions, please contact me at 678-417-4023.

SJS

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTERDEPARTMENT CORRESPONDENCE

FILE P.I. No. 12885

OFFICE

PROJECT DESCRIPTION

Dallas Battlefield Trail - Phase II, Chattahoochee Tech Spur of Silver Comet Trail to Sara Babb Park

DATE March 16, 2015

From: Sam Serio P.E., Associate Vice President

To: Lisa L. Myers, State Project Review Engineer

Subject: REVISIONS TO PROGRAMMED COSTS

PROJECT MANAGER

MGMT LET DATE

MGMT ROW DATE

PROGRAMMED COSTS (TPro W/OUT INFLATION)

LAST ESTIMATE UPDATE

CONSTRUCTION \$ 4,141,027.18

DATE 3/16/2015

RIGHT OF WAY \$ 219,300.00

DATE 3/16/2015

UTILITIES \$ 0.00

DATE 3/16/2015

REVISED COST ESTIMATES

CONSTRUCTION* \$ 4,141,027.18

4,143,327.18 (EKP)

RIGHT OF WAY \$ 219,300.00

UTILITIES \$ 0.00

*Cost Contains 5 % Contingency

REASONS FOR COST INCREASE AND CONTINGENCY JUSTIFICATION:

CONTINGENCY SUMMARY

A. CONSTRUCTION COST ESTIMATE:	\$	3,742,680.94	Base Estimate From CES	
B. ENGINEERING AND INSPECTION (E & I):	\$	187,134.05	Base Estimate (A) x	5 %
C. CONTINGENCY:	\$	196,490.75	Base Estimate (A) + E & I (B) x	5 %
			See % Table in "Risk Based Cost Estimation" Memo	
D. TOTAL LIQUID AC ADJUSTMENT:	\$	14,721.44	Total From Liquid AC Spreadsheet	
		#17,421.99 (EXP)		
E. CONSTRUCTION TOTAL:	\$	4,141,027.18	(A + B + C + D = E)	
		1,143,327.18 (EXP)		

REIMBURSABLE UTILITY COSTS

UTILITY OWNER	REIMBURSABLE COST
City of Monroe - Water	\$ -
City of Monroe - Sewer	\$ -
Georgia Power - Electricity	\$ -
Atlanta Gas Lights - Natural Gas	\$ -
AT&T - Telecommunications	\$ -
Comcast Communications	\$ -
TOTAL	\$ -

ATTACHMENTS:

Detailed Cost Estimate Printout From TRAQS
Liquid AC Adjustment Spreadsheet

PROJ. NO. NONE
P.I. NO. 0012885
DATE 3/16/2015

CALL NO. 9/29/2009

INDEX (TYPE)	DATE	INDEX
REG. UNLEADED	Mar-15	\$ 2.291
DIESEL		\$ 2.848
LIQUID AC		\$ 510.00

Link to Fuel and AC Index:
<http://www.dot.ga.gov/doingbusiness/Materials/Pages/asphaltcementindex.aspx>

LIQUID AC ADJUSTMENTS

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

Asphalt

Price Adjustment (PA)				16830	\$	16,830.00
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	816.00		
Monthly Asphalt Cement Price month project let (APL)			\$	510.00		
Total Monthly Tonnage of asphalt cement (TMT)				55		

ASPHALT	Tons	%AC	AC ton
Leveling	0	5.0%	0
12.5 OGFC	0	5.0%	0
12.5 mm	0	5.0%	0
9.5 mm SP	1100	5.0%	55
25 mm SP	0	5.0%	0
19 mm SP	0	5.0%	0
	1100		55

BITUMINOUS TACK COAT

Price Adjustment (PA)				\$	591.44	\$	591.44
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	816.00			
Monthly Asphalt Cement Price month project let (APL)			\$	510.00			
Total Monthly Tonnage of asphalt cement (TMT)				1.932795415			

Bitum Tack

Gals	gals/ton	tons
450	232.8234	1.93279541

BITUMINOUS TACK COAT (surface treatment)

Price Adjustment (PA)				\$	0	\$	-
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	816.00			
Monthly Asphalt Cement Price month project let (APL)			\$	510.00			
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	0.44	0	232.8234	0
Triple Surf. Trmt	0	0.71	0	232.8234	0

TOTAL LIQUID AC ADJUSTMENT \$ **17,421.44**



Keck & Wood, Inc.

2750 Premiere Parkway
Suite 900
Duluth, GA 30097
(678) 417-4000
Fax (678) 417-4055
www.keckwood.com

MEETING MINUTES

WHAT: Dallas Battlefield Trail Phase II – Concept Report Meeting

DATE/TIME: February 18, 2015 at 10:00 AM

WHERE: District 6 – Cartersville – Large Conference Room

PROJECT: PI 0012885 – Dallas Battlefield Trail Phase II
Chattahoochee Tech Spur of Silver Comet Trail to Sara Babb Park

PERSONNEL PRESENT:

NAME	COMPANY	PHONE #	EMAIL
Nicole Law	GDOT	404-631-1723	nlaw@dot.ga.gov
Michael Long	GDOT	678-721-5294	mlong@dot.ga.gov
Jack Burnside	Cypress Cultural & Env. Consultants	770-241-8677	jackburnside@bellsouth.net
Kendall Smith	City of Dallas	770-443-8110	ksmith@dallas-ga.gov
Scott McCarley	Georgia Power Co.	770-745-2523	vsmccarl@southernco.com
Adam Shelton	Keck & Wood	678-417-4000	ashelton@keckwood.com
Steve Sanders	GDOT	770-546-5959	ssanders@dot.ga.gov
Sam Serio	Keck & Wood	678-417-4023	sserio@keckwood.com
Adrian Harris	GDOT Construction	770-387-3609	adharris@dot.ga.gov
Tyler Lumsden	GDOT Eng. Services	770-630-2588	tlumsden@dot.ga.gov
Kerry Bonner	GDOT Utilities	6787215321	kbonner@dot.ga.gov

KEY TOPICS:

- Sam presented the Project Concept Report, beginning with the Project Location Map, followed by the Planning & Background Data and the Project Description.
- Kendall commented that “Main Street” should be changed to “Hardee Street” in the Project Description section.
- Sam noted that he would change the Current Traffic Year from 2014 to 2015 and change the Regional Commission to Northwest Georgia on Page 4
 - Nicole stated the traffic year can stay at 2014
- On the topic of ROW, Sam said the anticipated number of impacted parcels is 10.
 - Kendall mentioned that the Oasis Family Life Church built their new parking lot on top of the existing trail easement and we would have to negotiate with them on a new easement.
- Jack talked about environmental
 - Archaeology was submitted yesterday
 - Ecology can’t be started until May when the bat study has been completed

- Sam said that even if they find bats on the project it shouldn't be an issue as the construction can be phased to avoid the bat moratorium
 - Jack anticipates the environmental document to be PCE
- In the "Other coordination to date" section, the details of the Concept Team Meeting will be added.
- Sam explained the Project Cost Estimate and Funding Responsibilities chart on Page 6
 - He estimated 25% matching funds from the City of Dallas
 - Jack mentioned that the ARC project application period is currently ongoing and he hopes they will be inclined to select this project as they already funded the Project Scoping
- Sam discussed utilities and said there may be some overhead lighting in the proposed trail alignment
 - Scott said he believes the lighting is on the far side of the existing sidewalk and it shouldn't be an issue, but won't know for sure until the alignment is finalized
 - Kerry stated there may be an existing water line in conflict where the trail crosses SR 6BU/Merchants Drive
 - Sam said Keck & Wood will certainly select an alignment that avoids as many utilities as possible
- Sam mentioned that he would remove the Project Framework Agreement from the next version of the Concept Report and add the current meeting minutes
 - Nicole requested that the signed PFA replace the current PFA
- Sam said that pedestrian safety rails may be needed in areas with steep slopes and will be added to the project cost estimate
- Tyler remarked on the units of measure for Temp. Grassing and Mulching, saying they should be in Acres and Tons respectively, instead of Lump Sum
 - Sam responded that Lump Sum was chosen for ease of payment by the project sponsor
 - Tyler responded that perhaps there should be a note under the Pay Items explaining that

ATTACHMENT: Meeting Sign-In Sheet

DISTRIBUTION: To above listed personnel present.

Notes by:  / Adam Shelton, P.E. (Keck & Wood, Inc.)

MEETING SIGN-IN SHEET

Project: PI 0012885

Meeting Date:

February 18, 2015

Facilitator: Nicole Law/Keck & Wood, INC

Place/Room: District 6-

Cartersville/Large Conferenc

Name	Company	Phone	E-Mail
Nicole Law		404)631-1723	nlaw@dot.ga.gov
MICHAEL LONG		678-721-5294	MLONG@DOT.GA.GOV
Jack Burnside	Adm. - Consultant	770-241-8677	jackburnside@bellsouth.net
Kendall Smith	City of Dallas	770-443-8110	ksmith@dallas-ga.gov
Scott McCarley	Georgia Power Co.	770-745-2523	SMCCARL@southernco.com
ADAM SHELTON	KECK + WOOD	678-417-4000	ASHELTON@KECKWOOD.COM
Steve Sanders	GDOT	770-546-5959	SSANDERS@CDOT.GA.GOV
SAM SERIO	KECK + WOOD	678-417-4000	SSEIO@KECKWOOD.COM
Adrian Harris	GDOT Const.	770-382-3609	adharris@dot.ga.gov
TYLER HUMSDEN	GDOT ENG SERVICES	770-630-2588	thumdsen@dot.ga.gov
KERRY BONNER	GDOT UTILITIES	6787215321	kbonner@dot.ga.gov
SAM SERIO	KECK & WOOD, INC.	678-417-4023	SSEIO@KECKWOOD.COM

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

January 28, 2014

Honorable Boyd Austin
Mayor, City of Dallas
129 East Memorial Drive
Dallas, GA 30132

Dear Mr. Austin:

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

Paulding County, PI# 0012885

We look forward to working with you on the successful completion of the joint project.
Should you have any questions, please contact the Project Manager Kenneth Franks at (404) 631-1709.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angela Robinson", is written over a horizontal line.

Angela Robinson,
Financial Management Administrator

AR:kp

Enclosure

c: Bob Rogers
DeWayne Comer – District 6 Engineer
Cherie Marsh – District 6 Planning & Programming Engineer
Kerry Bonner – District 6 Utilities Engineer
Mike Bolden – State Utilities Engineer

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF DALLAS
FOR
DALLAS BATTLEFIELD TRAIL – PHASE II
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this 21st day of January, 2014, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF DALLAS, 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, as applicable, including the funding of certain

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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 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.

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The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE", all reimbursable utility relocations, all non-reimbursable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment "A", affixed hereto and incorporated herein by reference. In addition, the September 17, 2010 Planning Office memorandum titled "Preliminary Engineering Oversight for Project Managers/Project Delivery Staff", outlines the five (5) conditions when the LOCAL GOVERNMENT will be requested to fund the PE oversight activities at 100%, and is enclosed as Attachment "C" and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, reimbursable utility relocations, railroad costs, or construction (specified in Attachment "A") affixed hereto and incorporated herein by reference, and none of the five (5) conditions apply from the Planning Office memorandum dated September 17, 2010 (specified in Attachment "C").

3. The DEPARTMENT shall provide a PE Oversight Estimate to the LOCAL GOVERNMENT, if appropriate, appended as Attachment "D" and incorporated by reference as if fully set out herein. The LOCAL GOVERNMENT will be responsible for providing payment, which represents 100% of the DEPARTMENT's PE Oversight Estimate at the time of the Project Framework Agreement execution.

If at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and project activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and using the same estimate methodology as provided in Attachment "D". If there is an unused balance after completion of all tasks and phases of the project, then pending a final audit, the remainder will be refunded to the sponsor.

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

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

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

6. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment "B" and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the

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DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

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

7. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

8. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

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The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:

a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 8b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations, Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.

b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.

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c. Prepare environmental studies, documentation reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.

d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.

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e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

g. Prepare the stormwater drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydrology Study or drainage design.

h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that

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the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation V8i and InRoads software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates shall also be updated annually if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT

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to provide timely and accurate cost estimates may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

k. Provide certification, by a Georgia Registered Professional Engineer, that the Design and Construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

l. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.

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

9. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of design services and in accordance

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with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

10. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

11. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

12. The LOCAL GOVERNMENT unless otherwise noted in Attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The utility costs shall include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the

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DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise during construction.

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

14. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is \$10 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL

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GOVERNMENT shall provide responses to the study recommendations indicating whether they will be implemented or not. If not, a valid response for not implementing shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs.

15. The LOCAL GOVERNMENT, unless shown otherwise on Attachment "A", shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way

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costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

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

- a. Submittal of acceptable PROJECT PE activity deliverables noted in this Agreement.
- b. Certification that all needed rights of way have been obtained and cleared of obstructions.
- c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.
- d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and

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

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

18. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to

use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

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

20. The DEPARTMENT shall be furnished with a copy of all contracts and agreements between the LOCAL GOVERNMENT and any other agency or contractor associated with construction activities. The DEPARTMENT's Project Manager shall be the primary point of contact unless otherwise specified.

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

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 DALLAS

BY: [Signature]
Commissioner

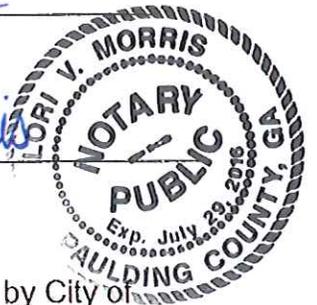
BY: [Signature]
Boyd L. Austin, Jr., Mayor

ATTEST: [Signature]
Treasurer

Signed, sealed and delivered this 26th
day of NOVEMBER, 2013, in the
presence of:

[Signature]
Witness

[Signature]
Notary Public



This Agreement approved by City of
Dallas, the 25th day of
NOVEMBER, 2013.

Attest

[Signature]
Tina Clark, Asst. City Clerk

FEIN: 58-6000556

Attachment "A" Funding Sources and Distribution

Project No.: 0012885

Sponsor: City of Dallas

Attach "Project Manager" Project Charging Form for Approval

Preliminary Engineering Phase I	Preliminary Engineering - Phase I ¹				GDOT Oversight for PE (Phase I) ²			Preliminary Engineering Grand Total (Phase I)		
	Percentage	PE Amount	Maximum PE Participation Amount (\$)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount
1	80%	\$200,000.00	\$200,000.00	Federal	Local Government	0%	\$0.00	Federal	80%	\$200,000.00
2	0%	\$0.00	\$0.00	State	Local Government	0%	\$0.00	State	0%	\$0.00
3	20%	\$50,000.00	\$0.00	Local	Local Government	0%	\$0.00	Local	20%	\$50,000.00
4	0%	\$0.00	\$0.00	Other		0%	\$0.00	Other	0%	\$0.00
Total	100%	\$250,000.00				0%	\$0.00		100%	\$250,000.00

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

Construction Phase III	Construction - Phase III ³				Construction Oversight			
	Percentage	CST Amount	Maximum CST Participation Amount (\$)	Participant	Letting By:	Percentage	Amount	Participant
1	0%	\$0.00	\$0.00	Federal	Local Government	0%	\$0.00	Federal
2	0%	\$0.00	\$0.00	State	Local Government	0%	\$0.00	State
3	0%	\$0.00	N/A	Local	Local Government	0%	\$0.00	Local
4	0%	\$0.00	\$0.00	Other		0%	\$0.00	Other
Total	0%	\$0.00				0%	\$0.00	

Summary of Phases I Through III	Grand Total - All Phases I through III			
	Percentage	TOTAL Amount	Maximum Participation Amount (\$)	Participant
1	80%	\$200,000.00	\$200,000.00	Federal
2	0%	\$0.00	\$0.00	State
3	20%	\$50,000.00	N/A	Local
4	0%	\$0.00	\$0.00	Other
Total	100%	\$250,000.00		

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

Phases V & VI	GDOT Oversight for CST (Phase III) ²
Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:
Local Government	Local Government
100%	100%

¹The maximum allowable GDOT participating amounts for PE phase are shown above. The local government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

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

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

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

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

ATTACHMENT "B" Project Timeline
PI # 0012885 – City of Dallas, Paulding County

Proposed Project Timeline

Environmental Phase Concept Phase Preliminary Plan Phase Right of Way Phase						

Deadlines for Responsible Parties	Execute Agreement	November 2014	June 2015	January 2016	December 2013
	(Approve Concept)	(Approve Env. Document)	(Authorize Right of Way funds)	(Authorize Const. funds)	

Annual Reporting Requirements

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

**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.

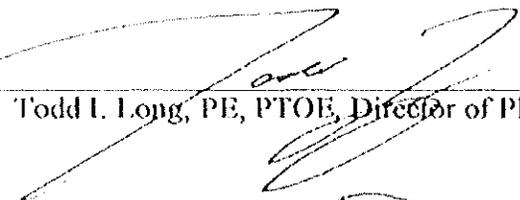
GDOT Requests Local Government/Project Sponsor to Fund PE Oversight:

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:  _____ Date: 9/27/10

Todd I. Long, PE, PTOE, Director of Planning

Approved:  _____ Date: 10/7/20

Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner

ATA:MF

ATTACHMENT "D"
GDOT Oversight Estimate for Locally Administered Project

PI Number	<input type="text" value="0012885"/>	Project Number	<input type="text"/>
County	<input type="text" value="Paulding"/>	Project Length	<input type="text" value="1.5"/> Miles
Project Manager	<input type="text" value="Kenneth Franks"/>	Project Cost	<input type="text" value="\$250,000.00"/>
Project Type	<input type="text" value="Bicycle/Ped. Facility"/>		
Project Description	<input type="text" value="Dallas Battlefield Trail, Phase II"/>		
Expected Life of Project	<input type="text" value="2"/> Years		

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: City of Dallas
Contract No. and Name: # 0012885
Dallas Battlefield Trail - Phase II

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.

107939
E-Verify / Company Identification Number

3/18/08
Date of Authorization

Tina Clark
Signature of Authorized Officer or Agent

Tina Clark
Printed Name of Authorized Officer or Agent

Asst City Clerk
Title of Authorized Officer or Agent

11/26/13
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

26th DAY OF NOVEMBER, 2013

Lori V. Morris

My Commission Expires: July 29, 2016



[NOTARY SEAL]



Revised: 12/2011

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 City of Dallas assures that no person shall on the grounds of race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Dallas 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.

Jina Clark Asst City clerk
Official Name and Title

11/26/13
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)