

DATE: June 26, 2019
TO: Mayor and Council
FROM: Planning Director
SUBJECT: 2019 Livable Centers Initiative Grant
Sugar Hill Greenway Extension



SUGGESTED ACTION

Approve project and authorize the City Manager to execute contract with Atlanta Regional Commission.

BACKGROUND

Sugar Hill was awarded \$70,000 of a \$1.6 million LCI study grant fund, which supports communities as they develop plans and programs to create more vibrant, walkable, and connected places.

The city will use the funds to design the next section of the Sugar Hill Greenway, perform the next level of feasibility analysis for the pedestrian crossing over Highway 20 and detailed study for improving the pedestrian experience and safety along the Highway 20 corridor. These elements of Sugar Hill's comprehensive downtown plan will improve connections from residential areas to the city's growing downtown.

A dynamic lively community within walking distance is exactly the vision for growth in Downtown Sugar Hill, set after a citizen survey clearly identified residents' desire for places to build community, gather for shared experiences, and spend time with friends, family, and neighbors.

DISCUSSION

- The city will execute a contract as a subgrantee to the Atlanta Regional Commission (ARC) under the LCI program which is funded with federal transportation dollars.
- Full cost of the study will be \$87,500. ARC will reimburse the city up to the \$70,000 award.
- Project initiation will be in FY2019. Project completion will be in FY2020.
- Request for proposals will be published in July. Consultant selection is tentatively scheduled for early August. First project team and public involvement meetings will likely occur in September and October.

ATTACHMENTS

Scope of work under ARC agreement.

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

902 CAS - Livable Centers Initiative Investment Policy Studies (LCI)

II. Area covered: All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within and adjacent to the Sugar Hill LCI Area

III. Goal: Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program.

IV. Work Tasks:

The Sugar Hill Trail Concepts will develop a concept for a multi-use trail crossing GA-20 and extending to the Hillcrest Drive corridor and develop a multi-use path along GA-20 from US-23 to Peachtree Industrial Blvd connecting into downtown Sugar Hill. The plan will include an alignment, typical section, environmental impacts, and cost estimates for constructing the multi-use paths and crossing. The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Existing Conditions & Technical Analysis:

The subgrantee will conduct a thorough review and assessment of previous plans and existing conditions in the corridor and connecting communities. The focus of the assessment will include the following:

- An examination of existing conditions of locations of the paths
- Review of existing plans and trails and connection points covering the area
- Review road crossings, driveway locations, connections to destinations such as schools, parks, shopping opportunities and access to healthy foods, and crash data at relevant locations.
- Identify physical constraints such as topography, lack of right-of-way, impacts to potentially historic properties, environmental features and locations of utilities.

Task 2– Public Involvement:

- The subgrantee will conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to local residents, businesses, and property owners, key stakeholders in this process should also include ARC, GDOT, and Gwinnett County DOT. A concerted effort to reach out to senior, low-income and minority stakeholder populations should be made.
- The subgrantee will seek input and comments from a project advisory group of major stakeholders. This stakeholder group will meet (either in person or via conference call) at least twice during the study process, and will be provided draft concepts, typical sections and scoping study documents for comment.
- A Project Management Team shall be formed with representatives from relevant city departments and ARC and should meet or have calls monthly.
- Project information will be uploaded to a project website to provide basic project information to the public along with project materials and meeting summaries.
- The subgrantee will schedule at least two public involvement activities – an activity meeting to understand needs, desired outcomes and to gather input on design and desired connections, potential problem areas, and another activity towards the end of the process to review and comment on preferred alternatives. Additional types of outreach, such as surveys or workshops, are encouraged and should be conducted as necessary throughout the process.
- The project’s ARC project manager must be notified of all meetings taking place.

Task 3 –Conceptual Plan and Concept Report Development:

Prepare a Concept Layout, typical sections and a draft GDOT Concept Report for the project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

- Preferred and alternative alignments and typical sections
- Development of crossing type Study with concepts and costs.
- Storm water management features
- Determine public space and placemaking elements and strategies, including but not limited to public art, wayfinding, lighting both decorative and safety, green infrastructure
- Preparation of draft GDOT Concept Report, which includes analysis of potential environmental impacts, ROW, utility and cost estimates for the paths excluding the crossing of GA-20.
- Summary of public involvement

Task 4 – Prepare Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

- Deliverables:
 - Greenway Concept Study Summary document: Brief document summarizing the goals of the project, methodology, public involvement, and alternatives considered.
 - Preferred and alternative Concept Layout
 - Preferred and alternative typical sections

- Format:
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 - Once single combine PDF file of the final report document
 - Electronic editable original documents for each report element, such as MS Word documents of Concept Report and summary documents, GIS shape files, InDesign files, Excel/CAD or other files.

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$87,500. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$70,000. All costs in excess of \$70,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and summary document (as described in “Attachment A, Task 4 – Prepare Project Deliverables”) must be received by ARC no later than ten days after the project

completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$70,000 and that the Subgrantee expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of Comprehensive Planning, as his agent ("Cognizant Department Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT A-1

Sugar Hill LCI Area

EXHIBIT B-1

Budget Estimate

Task 1 – Existing Conditions & Technical Analysis	\$30,000
Task 2 – Public Involvement	\$20,000
Task 3 – Conceptual Plan & Concept Report	\$27,500
Task 4 – Prepare Deliverables	\$10,000
Total Cost	\$87,500
ARC Share (80%)	\$70,000
Local Share (20%)	\$17,500

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.