

**SUPPLEMENTAL AGREEMENT NO.: 1**

**between**

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**and the**

**THE CITY OF SAVANNAH**

**CHATHAM COUNTY**

**P.I. # 0008996**

**FEDERAL-AID PARTICIPATING PROJECT**

**SUPPLEMENTAL AGREEMENT NO. 1**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the **City of Savannah**, hereinafter sometime referred to as the "SPONSOR."

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on August 5, 2016, entered into an AGREEMENT, hereinafter called the Original Contract, for the purpose of CS 1021/Broughton St FM SR 25 Conn to CS 909/East Broad St, hereinafter referred to as the "PROJECT;" and

WHEREAS, the parties wish to amend said Original Contract to increase the total federal contribution on the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated August 5, 2016, is hereby modified as follows:

By deleting ARTICLE VIII, COMPENSATION AND PAYMENT, and ARTICLE IX, FINAL PAYMENT in their entirety and the following substituted in lieu thereof:

**ARTICLE VIII  
COMPENSATION AND PAYMENT**

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding, herein after referred to as the MOU, executed by the Parties on July 20, 2009 and on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right-of-Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match. Per the MOU the SPONSOR is responsible for 100% of Preliminary Engineering and Right-of-Way acquisition.

The estimated cost of the project is Three Hundred Sixteen Thousand Five Hundred Ninety Seven and 35/100 Dollars (\$316,597.35). The DEPARTMENT shall reimburse the Sponsor up to eighty percent (80%) of the total cost of all eligible project expenses not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Construction	\$253,277.88	\$63,319.47	\$316,597.35

The total federal contribution for this PROJECT is **Two Hundred Fifty Three Thousand Two Hundred Seventy Seven** and 88/100 Dollars (**\$253,277.88**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Federal funds may not be used to reimburse costs incurred by SPONSORS prior to the date construction funds are authorized. The DEPARTMENT will reimburse the SPONSOR for construction expenditures that occur after FHWA funds authorization. Eligible expenditures may include payment to construction contractors, testing, Construction Engineering and Inspection, construction administration and pre-approved Force Account payments to SPONSORS. The PROJECT's total reimbursement cannot exceed the total construction expenditures or the total federal contribution.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT its written recommendation for award including a bid tabulation, the low bidder's Disadvantaged Business Enterprise (herein after referred to as "DBE") goal sheet, and the SPONSOR's cost estimate. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, then a written Notice to Proceed with Construction, herein after referred to as NTP, will be issued. No work shall begin until this NTP has been issued. Once the NTP is issued by the DEPARTMENT, the SPONSOR will provide the DEPARTMENT with the following: PROJECT PLANS, prime construction contract, all sub-contracts, Notice to Award, and Sponsor's NTP for construction to the prime contractor. A pre-construction meeting will be held with all parties.

The SPONSOR shall coordinate construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved WORK PLAN, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the AGREEMENT's Exhibit A.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly status reports, invoices, DBE reports, etc.; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible costs incurred by the SPONSOR for Administration, Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice, less previous partial payments, amount not to exceed the total federal contribution or the total construction expenditures.

Expense for travel will be an allowable expense for the SPONSOR under this AGREEMENT; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR and provided construction funds were authorized and eligible construction expenditures occurred.

## **ARTICLE IX FINAL PAYMENT**

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT *the "Sponsor's Certification of Final Acceptance"* form, **Final DBE Report with proofs of payment, Sponsor's Material Certification form with the approved Materials Quality Assurance Form, Sponsor's Statement of Final Project Expenditures with proof of payment, and any other project documentation required to satisfy the requirements of the Environmental Commitments Table** with the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

Except as modified, changed, or amended, all terms and conditions of the Original Contract dated **August 5, 2016**, shall remain in full force and effect.

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, said parties have hereunto set their hand and affixed their seals the day and year above first written.

**DEPARTMENT OF TRANSPORTATION**

**CITY OF SAVANNAH**

\_\_\_\_\_  
Commissioner (SEAL)

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Signed, Sealed & Delivered

This \_\_\_\_ Day of \_\_\_\_\_, 201\_\_.  
in the presence of:

\_\_\_\_\_

**NOTARY PUBLIC**

Impress Sponsor's Official Seal Here

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

Impress Sponsor's Notary Stamp Here

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Federal Employer Tax No.



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	City of Savannah
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	PI# 0008996, Chatham County, CS 1021/Broughton St FM SR 25 Conn to CS 909/East Broad St

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses 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.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV / E-Verify User Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_