

A SUBSTITUTE RESOLUTION BY
TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE 17TH STREET EXTENSION FROM U.S. 19/S.R. 9/WEST PEACHTREE STREET TO U.S. 41/S.R. 3/NORTHSIDE DRIVE, PROJECT NUMBER NH-7141-00(900), P.I. NUMBER 714190, FULTON COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to construct a new roadway improvement project described as 17th Street Extension from U.S. 19/S.R. 9/West Peachtree Street to U.S. 41/S.R. 3/Northside Drive including new ramps and bridge at I-75/I-85 in Fulton County, Georgia, currently described as Georgia Department of Transportation Project Number NH-7141-00(900), P.I. Number 714190; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding of the construction of this project improvement with funds of GDOT, appropriated to the Georgia Department of Transportation by the Federal Highway Administration, under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; and

WHEREAS, the Georgia Department of Transportation has requested that the City of Atlanta participate in the construction of this project by funding the design and acquisition of the right-of-way and easement costs directly related to the design services for this project; and

WHEREAS, the Georgia Department of Transportation has further requested that the City of Atlanta participate in the construction of this project by relocating utilities necessary for the construction of this project, and be responsible for the continual maintenance and the continual operations of any and all improvements within the Project limits of the City of Atlanta.

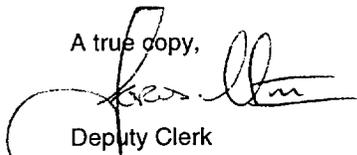
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AND THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into an appropriate Local Government Project Agreement for the construction of new roadway improvements as part of the 17th Street Extension from U.S. 19/S.R. 9/West Peachtree Street to U.S. 41/S.R. 3/Northside Drive including new ramps and bridge at I-75/I-85 in Fulton County, Georgia.

Section 2: That the City Attorney be and is hereby directed to prepare an appropriate contractual; agreement in cooperation with the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.

Section 3: That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

A true copy,



Deputy Clerk

ADOPTED by the City Council
APPROVED by the Mayor

March 5, 2001
March 13, 2001



AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF ATLANTA, GEORGIA

FOR

17th STREET EXTENSION FROM NORTHSIDE DRIVE TO WEST PEACHTREE STREET INCLUDING NEW INTERCHANGE RAMPS AND BRIDGE OVER I-75/I-85

This AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF ATLANTA, GEORGIA, acting by and through its Mayor and City Council, hereinafter called the "CITY".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to construct roadway improvements described as 17th Street Extension from U.S.41/S.R.3/Northside Drive to U.S.19/S.R.9/West Peachtree Street including new ramps and bridge over I-75/I-85 in Fulton County, Georgia, currently described as Georgia Department of Transportation Project Numbers NH-7141-00(900), NH-0001-00(297), and NH-0001-00(298), P.I. Numbers 714190, 0001297, and 0001298, respectively, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, 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.

THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The CITY shall contribute to the PROJECT by funding all of the PROJECT costs for the preconstruction engineering (design) activities and the CITY shall perform the acquisition of all required rights of way and/or easements needed for the PROJECT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all of the PROJECT costs for utility relocations, right of way acquisitions, and construction. The DEPARTMENT may use funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as the "FHWA", under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in this AGREEMENT.

3. Both the CITY and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for construction or right of way, as applicable.

4. The DEPARTMENT shall be responsible for all costs for the continual maintenance and continual operations of all roadways and bridges within the Interstate



or State Route/U.S. Route right of way. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of all roadways and bridges not within the Interstate or State Route/U.S. Route right of way. The DEPARTMENT shall be responsible for all costs for the continual maintenance and continual operations of all concrete sidewalks located within the Interstate right of way. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of all streetscape items within the limits of the PROJECT, including but not limited to landscaping, lighting, irrigation, planter walls, benches, trash receptacles, pavers, and street art.

5. The CITY shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Roads and Bridges, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:

a. Prepare any revisions to the approved PROJECT concept report that may be required by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Provide all necessary traffic studies and supporting documentation needed for the preparation and approval of the PROJECT's environmental



document. The environmental document will be prepared and approved by others.

e. Prepare public hearing and public information displays and attend all public hearings and public information meetings for the PROJECT as required by the DEPARTMENT.

f. Prepare an Interchange Justification Report and an Interchange Modification Report as required by the DEPARTMENT for the DEPARTMENT's use in obtaining required approvals from the FHWA.

g. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.

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

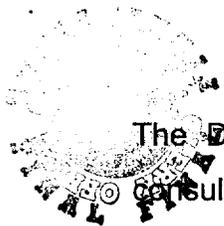
h. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.

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

k. Failure of the CITY to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds.

6. All Primary Consultant firms hired by the CITY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes.



The DEPARTMENT shall, on request, furnish the CITY with a list of prequalified consultant firms in the appropriate area-classes.

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

8. All drafting and design work performed on the PROJECT shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.

9. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA, the Environmental Protection Agency, and the Federal Transit Agency to obtain all needed approvals with information furnished by the CITY.

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

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

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

13. Upon the CITY's determination of the right of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the CITY shall acquire the necessary right of way for the PROJECT. Right of way acquisition shall be in

accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the CITY to follow these requirements may result in the loss of Federal funding for the PROJECT. The DEPARTMENT's financial contribution shall be limited to 20% of the right of way, utility, and construction costs. All of the required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The CITY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

14. Upon completion and approval of the PROJECT plans, certification that all of the needed right of way has been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the CITY, the DEPARTMENT shall let the PROJECT for construction. The DEPARTMENT shall bear all costs for construction, including all costs associated with inspection and material testing during construction. The DEPARTMENT shall be solely responsible for securing and awarding the construction contract for the PROJECT.

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

16. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of 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 CITY.

17. The CITY shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other

services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the CITY to address the errors or deficiencies within 30 days shall cause the CITY to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.

18. 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 CITY have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

CITY OF ATLANTA, GEORGIA

Joseph P. Palladi, P.E.
State Urban Design Engineer

By: _____
Mayor

Thomas L. Turner, P.E.
Director of Preconstruction

Signed, sealed and delivered this _____
day of _____, 2001, in the
presence of:

Frank L. Danchetz, P.E.
Chief Engineer

Witness

DEPARTMENT OF TRANSPORTATION

Notary Public

BY: _____
J. Tom Coleman, Jr.
Commissioner

This Agreement approved by the Atlanta
City Council at a meeting held at
this _____ day of _____, 2001.

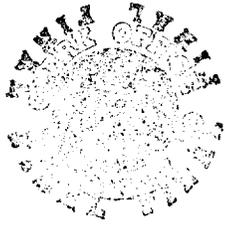
ATTEST:

Billy F. Sharp
Treasurer

City Clerk

REVIEWED AS TO LEGAL FORM:

Office of Legal Services



RCS# 2711
3/05/01
8:50 PM

Atlanta City Council

Regular Session

MULTIPLE

00-R-0821 on Substitute
01-R-0214 as Amended
ADOPT

YEAS: 8
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 5
EXCUSED: 2
ABSENT 1

NV McCarty	E Dorsey	Y Moore	Y Thomas
NV Starnes	Y Woolard	NV Martin	Y Emmons
Y Bond	Y Morris	B Maddox	E Alexander
NV Winslow	Y Muller	Y Boazman	NV Pitts

MULTIPLE

00-R-0821

(Do Not Write Above This Line)

A RESOLUTION BY:
TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE 47TH STREET EXTENSION FROM U.S. 19/ S.R. 9/WEST PEACHTREE STREET TO U.S. 41/ S.R. 3/NORTHSIDE DRIVE NH-7141-00(900), P.I. NUMBER 714190, FULTON COUNTY; AND FOR OTHER PURPOSES.

SUBSTITUTE

ADOPTED BY
MAR 05 2001

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 2/19/01

Referred To: Transportation

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Committee Transportation
Date 6-14-03
Chair _____
Action: _____
Fav, Adv, Hold (see rev. side) _____
Other: _____
Members _____
Refer To _____

Committee TRANSPORTATION
Date 2-28-01
Chair Charles A
Action: _____
Fav, Adv, Hold (see rev. side) _____
Other: _____
Members _____
Refer To _____

Committee TRANSPORTATION
Date 2-14-01
Chair Cathy WMA
Action: _____
Fav, Adv, Hold (see rev. side) _____
Other: _____
Members _____
Refer To _____

Committee _____
Date _____
Chair _____
Action: _____
Fav, Adv, Hold (see rev. side) _____
Other: _____
Members _____
Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED

C
 MAR 5 2001
 ATLANTA CITY COUNCIL PRESIDENT
Richard A. Parker

C
 MAR 05 2001
Richard A. Parker
 MUNICIPAL CLERK

MAYOR'S ACTION
APPROVED
 MAR 13 2001
 MAYOR
John D. Ash