

October 28, 2003

A RESOLUTION

BY: CITY UTILITIES 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 DESIGN/CONSTRUCTION OF INTERSECTION IMPROVEMENTS OF PEACHTREE STREET/SR 9 AT BEVERLY ROAD/WEST PEACHTREE STREET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to design intersection improvement facilities located at Peachtree Street/SR 9 at Beverly Road/West Peachtree Street in the city of Atlanta, currently described as Georgia Department of Transportation Project PI No. 0004627; STP-0004-00(627); and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding of the construction of this intersection improvements project 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 engineering design; acquisition of right-of-way and easement costs directly related to the design services for this projects; and

WHEREAS, the Georgia Department of Transportation has further requested that the city of Atlanta participate in the construction of this intersection improvements project by relocating utilities necessary for the construction of this project within the limits of the city of Atlanta and by funding energy, maintenance, and operational costs for these projects within the limits of the city of Atlanta.

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

SECTION 1: That the Mayor be and hereby authorized to enter into an appropriate local government project agreement for the design and construction of as part of the Peachtree Street/SR 9 at Beverly Road/West Peachtree Street the intersection improvements project.



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 and to be approved by the City Attorney as to form.

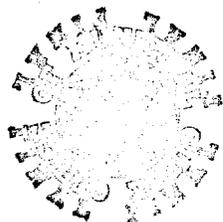
SECTION 3: That this agreement shall not become binding on the City and the city shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

NOV 03, 2003
NOV 10, 2003



AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF ATLANTA, GEORGIA

FOR

INTERSECTION IMPROVEMENTS

PEACHTREE STREET/S.R. 9 AT BEVERLY ROAD/WEST PEACHTREE STREET

This AGREEMENT is made and entered into this _____ day of _____, 2003, 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".

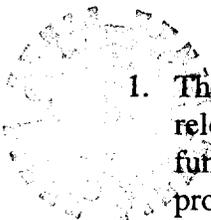
WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the transportation facility described as the intersection at Peachtree Street/S.R. 9 at Beverly Road/West Peachtree Street, GDOT Project Number STP-0004-00(627) and P.I. Number 0004627, hereinafter referred to as the "PROJECT"; and

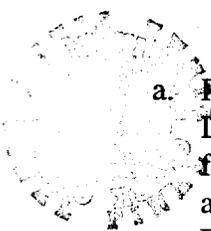
WHEREAS, the DEPARTMENT, the CITY, the Georgia Regional Transportation Authority, a public authority of the State of Georgia, and the Ansley Park Civic Association, Inc., previously entered into an agreement regarding the Implementation Report of Project Commitments from the External Study ("Implementation Report") concerning specific commitments of the respective parties to support the implementation of this PROJECT; and

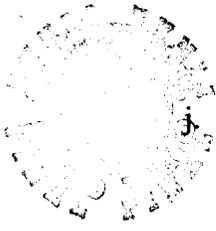
WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

NOW, 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:

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1. The CITY shall fund all costs for the PROJECT's right of way acquisitions and utility relocations. To fulfill its commitment, the CITY may utilize CITY funds or seek additional funding through, and in accordance with, the existing regional transportation TIP or STIP programming process.
 2. The DEPARTMENT shall fund all costs for the PROJECT's preconstruction engineering (design) activities 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. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.
 4. The CITY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT limits
 5. The CITY shall Certify that the provisions of Section 36-81-7 of the official Code of Georgia Annotated, relating to the "Requirements of Audits" are complied with in full such that:
 - a. Each Unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
 - b. The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
 - c. The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
 - d. A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide notification to the public as to the location of and times during which the public may inspect the report.
 6. 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:

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- a. Prepare the PROJECT concept report 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 CITY as provided for in paragraph 4b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the CITY beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the CITY as required by the DEPARTMENT and reapproved 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. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.
 - e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.
 - f. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.
 - g. 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 in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the CITY to make up the loss of that funding.
7. 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.
 8. The PROJECT construction and right of way plans shall be prepared in English units.
 9. 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.
 10. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.
 11. 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.
 12. 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.
 13. The CITY shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.
 14. Upon the CITY's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the CITY. 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 and in accordance with the Contract for Acquisition of Right of Way to be prepared by the DEPARTMENT and executed between the CITY and the



DEPARTMENT prior to the commencement of any right of way activities. Failure of the CITY to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the CITY to make up the loss of that funding. All 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.

15. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have 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 be solely responsible for securing and awarding the construction contract for the PROJECT. The DEPARTMENT shall perform and bear all costs associated with inspection and materials testing during construction.
16. 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.
17. 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.
18. 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.
19. 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.

20. This AGREEMENT contains the entire understanding between the parties relating to the subject matter of the previously executed Implementation Report concerning the PROJECT and supercedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Any amendments to this AGREEMENT must be in writing, executed by the parties and have express reference to be made a part of this AGREEMENT.

21. 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

State Urban Design Engineer

BY: _____
MAYOR

Director of Preconstruction

Signed, sealed and delivered this ____ day of _____, 2003, in the presence of:

Chief Engineer

Witness

DEPARTMENT OF TRANSPORTATION

Notary Public

BY: _____
Commissioner

This Agreement approved by the Atlanta City Council at a meeting held at

ATTEST:

this ____ day of _____, 2003.

Treasurer

REVIEWED AS TO LEGAL FORM:

Clerk of the Council

Office of Legal Services

RCS# 5122
11/03/03
1:40 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 1-18 EXCEPT:03-R-1860,
03-O-1653, 03-R-1676
ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 3

Y Smith	Y Archibong	Y Moore	Y Mitchell
B Starnes	Y Fauver	B Martin	Y Norwood
Y Young	Y Shook	Y Maddox	B Willis
Y Winslow	NV Muller	Y Boazman	NV Woolard

CONSENT I

RCS# 5123
11/03/03
1:41 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I 03-R-1860

ADOPT

YEAS: 10
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 2
EXCUSED: 0
ABSENT 3

Y Smith	Y Archibong	Y Moore	A Mitchell
B Starnes	Y Fauver	B Martin	Y Norwood
Y Young	Y Shook	Y Maddox	B Willis
Y Winslow	NV Muller	Y Boazman	NV Woolard

CONSENT I

RCS# 5124
11/03/03
1:42 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I 03-R-1676

ADOPT

YEAS: 9
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 3
EXCUSED: 0
ABSENT 3

Y Smith	Y Archibong	Y Moore	Y Mitchell
B Starnes	NV Fauver	B Martin	Y Norwood
A Young	Y Shook	Y Maddox	B Willis
Y Winslow	NV Muller	Y Boazman	NV Woolard

CONSENT I

ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 03-O-1721 2. 03-O-1723 3. 03-O-1835 4. 03-O-1848 5. 03-O-1678 6. 03-O-1679 7. 03-O-1680 8. 03-O-1681 9. 03-O-1682 10. 03-O-1683 11. 03-O-1684 12. 03-O-1494 13. 03-O-1651 14. 03-O-1652 15. 03-O-1689 16. 03-O-1700 17. 03-O-1701 18. 03-O-1829 19. 03-O-1695 20. 03-O-1375 21. 03-O-1511 22. 03-O-1666 23. 03-O-1667 24. 03-O-1838 25. 03-R-1504 26. 03-R-1658 27. 03-R-1808 28. 03-R-1860 29. 03-R-1861 30. 03-R-1815 31. 03-R-1816 32. 03-R-1817 33. 03-R-1676 34. 03-R-1800 35. 03-R-1804 36. 03-R-1866 37. 03-R-1668 38. 03-R-1810 39. 03-R-1811 40. 03-R-1863	41. 03-R-1869 42. 03-R-1870 43. 03-R-1873 Items Adversed on Consent 44. 03-R-1729 45. 03-R-1730 46. 03-R-1731 47. 03-R-1732 48. 03-R-1733 49. 03-R-1734 50. 03-R-1735 51. 03-R-1736 52. 03-R-1737 53. 03-R-1738 54. 03-R-1739 55. 03-R-1740 56. 03-R-1741 57. 03-R-1742 58. 03-R-1743 59. 03-R-1744 60. 03-R-1745 61. 03-R-1746 62. 03-R-1747 63. 03-R-1748 64. 03-R-1749 65. 03-R-1750 66. 03-R-1751 67. 03-R-1752 68. 03-R-1753 69. 03-R-1754 70. 03-R-1755 71. 03-R-1756 72. 03-R-1757 73. 03-R-1758 74. 03-R-1759 75. 03-R-1760 76. 03-R-1761 77. 03-R-1762 78. 03-R-1763 79. 03-R-1764	80. 03-R-1765 81. 03-R-1766 82. 03-R-1767 83. 03-R-1768 84. 03-R-1769 85. 03-R-1770 86. 03-R-1771 87. 03-R-1772 88. 03-R-1773 89. 03-R-1774 90. 03-R-1775 91. 03-R-1776 92. 03-R-1777 93. 03-R-1778 94. 03-R-1779 95. 03-R-1780 96. 03-R-1781 97. 03-R-1782 98. 03-R-1783 99. 03-R-1784 100. 03-R-1785 101. 03-R-1786 102. 03-R-1787 103. 03-R-1788 104. 03-R-1789 105. 03-R-1790 106. 03-R-1791 107. 03-R-1792 108. 03-R-1793 109. 03-R-1794 110. 03-R-1795 111. 03-R-1796 112. 03-R-1797 113. 03-R-1798 114. 03-R-1799 115. 03-R-1840 116. 03-R-1003

03-R-1800
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A RESOLUTION
 BY: CITY UTILITIES 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 DESIGN/CONSTRUCTION OF INTERSECTION IMPROVEMENTS OF PEACHTREE STREET/SR 9 AT BEVERLY ROAD/WEST PEACHTREE STREET; AND FOR OTHER PURPOSES.

ADOPTED BY

NOV 03 2003

COUNCIL

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

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

City Utilities
 Date *11/3/03*

Chair
Chair

Fav, Adv, Hold (see rev. side)
 Other

Members

Refer To

Handwritten signatures and names

Committee

Date

Chair

Fav, Adv, Hold (see rev. side)
 Other

Members

Refer To

Committee

Date

Chair

Action
 Fav, Adv, Hold (see rev. side)
 Other

Members

Committee

Date

Chair

Action
 Fav, Adv, Hold (see rev. side)
 Other

Members

Refer To

Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RC Vote

CERTIFIED

CERTIFIED
 NOV 03 2003

ATLANTA CITY COUNCIL PRESIDENT

Handwritten signature

CERTIFIED
 NOV 03 2003

Handwritten signature

MAYOR'S ACTION

APPROVED

NOV 03 2003

MAYOR