

May 11, 2004

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 AND CONSTRUCTION OF VARIOUS SIDEWALKS AND BICYCLE/PEDESTRIAN FACILITIES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to design and construct various sidewalks in the City of Atlanta and;

WHEREAS, said sidewalks include the following sections:

- (a) Buckhead Pedestrian Network, Ph I, Access to MARTA Rail
- (b) Hollywood Road from Bolton Road to Donald Lee Hollowell Parkway
- (c) Childress Drive from Cascade Road to Campbellton Road
- (d) Collier Road from Howell Mill to Peachtree Road
- (e) Lawton Street from Oglethorpe Avenue to Lucille Avenue

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to make Transportation Facility Improvements for Bicycle and Pedestrian use and;

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding for the construction of these transportation improvement projects with funds of GADOT, 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 expressed a willingness to participate by funding eighty percent of the construction of the projects as set forth in Exhibit "A" of the Agreement for each project and;

WHEREAS, the Georgia Department of Transportation has requested that the City of Atlanta participate in the construction of these projects by funding one hundred percent of design services, right-of-way costs, and utility relocation costs directly related to the completion of these projects and by accomplishing all the construction activities of these projects.



NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF 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 with the Georgia Department of Transportation for the design and construction of various sidewalk, bicycle and pedestrian facilities in the City of Atlanta, as follows:

- (a) Buckhead Pedestrian Network, Ph I Access to MARTA Rail
- (b) Hollywood Road from Bolton Road to Donald Lee Hollowell Parkway
- (c) Childress Drive from Cascade Road to Campbellton Road
- (d) Collier Road from Howell Mill to Peachtree Road
- (e) Lawton Street from Oglethorpe Avenue to Lucille Avenue

SECTION 2: That the City Attorney be and is hereby directed to prepare an appropriated 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.

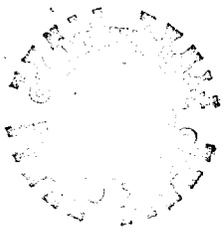
SECTION 3: That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

A true copy,

Florida Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

JUN 07, 2004
JUN 14, 2004



AGREEMENT # 20010418 COA

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF ATLANTA, GEORGIA

FOR

**TRANSPORTATION FACILITY IMPROVEMENTS
(BIKE/PEDESTRIAN FACILITIES)**

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 improve the transportation facilities listed in Exhibit "A" and attached hereto, 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 or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, utility relocations, right of way acquisitions, and/or construction as set forth in Exhibit "A".

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, utility relocations, right of way acquisitions, and/or construction as set forth in Exhibit "A". 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 within the PROJECT limits.

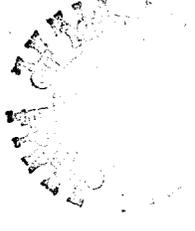
4. The CITY shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the applicable guidelines



used by the DEPARTMENT, such as: 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 other applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format attached as exhibit "B". 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. 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 and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. 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. If required, prepare all public hearing and public information meeting displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.



c. Perform all surveys, mapping, and soil investigation studies as required for the adequate design of the PROJECT.

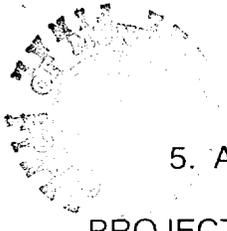
d. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

e. 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.

f. Prepare preliminary construction plans including a preliminary cost estimate, right of way plans (if required), utility plans, erosion control plans, lighting plans (if required), traffic control / sequence of operations plans (if required), 90% complete plans for review at the Final Field Plan Review Inspection (FFPR) and final construction plans including a final cost estimate, supplemental specifications and special provisions for the PROJECT.

g. 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.

h. 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 Exhibit "A", and it shall be the responsibility of the CITY to make up the loss of that funding.



5. 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.

6. The PROJECT construction plans and right of way plans (if required) shall be prepared in English units of measure.

7. 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.

8. 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.

9. 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.

10. If the PROJECT is located on a State Route, the CITY shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities

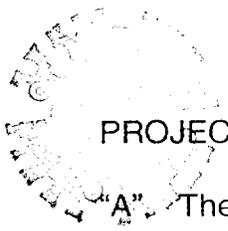


on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

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

12. Upon the CITY's determination of the rights of way required for the PROJECT and the approval of the right of way plans, if required, by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the responsible party as set forth in Exhibit "A". 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 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.

13. 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



PROJECT shall be let for construction by the responsible party as set forth in Exhibit "A". The responsible party shall be solely responsible for securing and awarding the construction contract for the PROJECT.

14. 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.

15. 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.

16. 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.

17. 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.

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

State Urban Design Engineer

By: _____ (Seal)
Mayor

Recommended:

Signed, sealed and delivered
this ____ day of _____,
2004, in the presence of:

Director of Preconstruction

Witness

Chief Engineer

Notary Public

Department of Transportation

This Agreement, approved by the
City of ATLANTA Council on this ____
day of _____, 200_.

By: _____ (Seal)
Deputy Commissioner

Attest:

Attest:

Treasurer

Name and Title

REVIEW AS TO LEGAL FORM:

58-000511
Federal Employer Identification
Number

OFFICE OF LEGAL SERVICES

Approved:

Commissioner,
Department of Public Works

Approved as to Form:

City Attorney

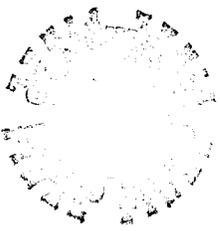


EXHIBIT "A"
Agreement # 20010418 COA

Project (PI#,Proj#,Desc)	Type	Preliminary Engineering		Right of Way		Construction		Utility Relocations	
		Funding	Responsibility	Funding	Responsibility	Funding	Responsibility	Funding	Responsibility
PI# 0000604 CM-0000-00(604) Vanira Avenue from Capital Avenue to Conneley Street	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000605 CM-0000-00(605) Boulevard Ave sidewalks from McDonough to Hamilton	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000606 CM-0000-00(606) Buckhead pedestrian network: Ph. I Access to MARTA rail	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000607 CM-0000-00(607) Hollywood Rd sidewalks from Bolton Rd to Bankhead Hwy	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000610 CM-0000-00(610) Childress Dr sidewalks from Cascade Rd to Cambellion Rd	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000611 CM-0000-00(611) Collier Rd sidewalks from Howell Mill to Peachtree Rd	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000612 CM-0000-00(612) Dill Ave from Metropolitan Pkwy to Sylvan Rd - sidewalks	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000613 CM-0000-00(613) Lawton Street sidewalks from Oglethorpe Ave to Lucille Ave	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City
PI# 0000614 CM-0000-00(614) Wilson mill Rd sidewalks from Bakers Ferry Rd to Boulder Park Drive	Bike/Ped.	100% City	City	100% City	City	80% GDOT/Fed 20% City	City	100% City	100% City



Exhibit "B"
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PROJECT CONCEPT REPORT

Project Number:
County:
P. I. Number:
DESCRIPTION:
Federal Route Number:
State Route Number:

This project concept is contained in the Regional Transportation Plan (RTP) and/or in the State Transportation Improvement Program (STIP). The concept as presented herein and submitted for approval is consistent with that which is included in the RTP and/or the STIP.

DATE STATE TRANSPORTATION PLANNING ADMINISTRATOR

DATE STATE ENVIRONMENTAL/LOCATION ENGINEER

DATE STATE TRAFFIC OPERATIONS ENGINEER

DATE DISTRICT ENGINEER

		6-07-04 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-0802	43. 04-R-1023	83. 04-R-0975
2. 04-O-0803	44. 04-R-1024	84. 04-R-0976
3. 04-O-0804	45. 04-R-1025	85. 04-R-0977
4. 04-O-0877	46. 04-R-0979	86. 04-R-0978
5. 04-O-0930	47. 04-R-0980	
6. 04-O-0924	48. 04-R-0981	
7. 04-O-0929	49. 04-R-0982	
8. 04-O-0787	50. 04-R-0983	
9. 04-O-0654	51. 04-R-0984	
10. 04-O-0655	52. 04-R-0985	
11. 04-O-0817	ITEMS ADVERSED	
12. 04-O-0818	ON CONSENT	
13. 04-O-0819	53. 04-R-0944	
14. 04-O-0820	54. 04-R-0945	
15. 04-O-0939	55. 04-R-0946	
16. 04-R-1002	56. 04-R-0947	
17. 04-R-1003	57. 04-R-0948	
18. 04-R-1004	58. 04-R-0949	
19. 04-R-1005	59. 04-R-0950	
20. 04-R-1010	60. 04-R-0951	
21. 04-R-1011	61. 04-R-0952	
22. 04-R-1012	62. 04-R-0953	
23. 04-R-1015	63. 04-R-0954	
24. 04-R-0935	64. 04-R-0955	
25. 04-R-1008	65. 04-R-0956	
26. 04-R-1000	66. 04-R-0957	
27. 04-R-1001	67. 04-R-0958	
28. 04-R-0942	68. 04-R-0959	
29. 04-R-0927	69. 04-R-0960	
30. 04-R-0943	70. 04-R-0962	
31. 04-R-1019	71. 04-R-0963	
32. 04-R-0635	72. 04-R-0964	
33. 04-R-0989	73. 04-R-0965	
34. 04-R-0991	74. 04-R-0966	
35. 04-R-0993	75. 04-R-0967	
36. 04-R-0814	76. 04-R-0968	
37. 04-R-0926	77. 04-R-0969	
38. 04-R-0994	78. 04-R-0970	
39. 04-R-0995	79. 04-R-0971	
40. 04-R-0996	80. 04-R-0972	
41. 04-R-0997	81. 04-R-0973	
42. 04-R-0998	82. 04-R-0974	

04-R-1011

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF MEMORIAL DRIVE SIDEWALKS FROM MORELAND AVENUE TO CANDLER ROAD; AND ROSWELL ROAD SIDEWALKS FROM PEACHTREE STREET TO THE ATLANTA CITY LIMITS; AND FOR OTHER PURPOSES.

ADOPTED BY
JUN 07 2004
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 _____

Copy Committee _____

Stake Date _____

Chair Chair _____

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

Members

[Handwritten signatures]

Refer To _____

Committee _____

Date _____

Chair _____

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

Members

Refer To _____

Committee _____

Date _____

Chair _____

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

Action

Members

Committee _____

Date _____

Chair _____

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

Action

Members

Refer To _____

Refer To _____

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd

Consent V Vote RC Vote

CERTIFIED

CERTIFIED

JUN 07 2004

[Signature]

COUNCIL PRESIDENT/CLERK

CERTIFIED

JUN 07 2004

[Signature]

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

[Signature]

MAYOR