

May 11, 2004

A RESOLUTION

BY: CITY UTILITIES COMMITTEE

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 ROAD TO THE ATLANTA CITY LIMITS; AND FOR OTHER PURPOSES.

WHEREAS, the city of Atlanta has represented to the Georgia Department of Transportation a desire to make transportation improvements in the city of Atlanta for the Memorial Drive Sidewalks from Moreland Avenue to Candler Road described as Project Number, CM-0000-00(608), and Roswell Road Sidewalks from Peachtree Road to the Atlanta City Limits (Meadowbrook Drive) Project Number 0000609, CM-0000-00(609) PI# 0004629 and;

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding for the construction of this transportation improvements project 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 this 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 this project, and by accomplishing all the construction activities for this project.

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 the Memorial Drive Sidewalks from Moreland



Avenue to Candler Road described as project number 0000608, CM-0000-00(608) and Roswell Road Sidewalks from Peachtree Road to the Atlanta City Limits (Meadowbrook Drive) Project Number 0000609, CM-0000-00(609) within the city of Atlanta.

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,

*Florida Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

JUN 07, 2004  
JUN 14, 2004



**AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**AND**  
**CITY OF ATLANTA, GEORGIA**  
**FOR**  
**TRANSPORTATION FACILITY IMPROVEMENTS**  
**(SIDEWALKS)**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, 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 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 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. If the actual costs exceed the total amount set forth in Exhibit "A", the CITY shall fund 100% of such excess costs.

4. 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.



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.

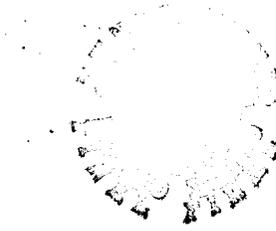
d. A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide notification to 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 applicable guidelines used by the Department, such as: the DEPARTMENT's Plan Development Process, the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Roads and Bridges, and the DEPARTMENT's Plan Presentation Guide. 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 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 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 cost estimate, utility plans, right of way plans (if required), and final construction plans including a cost estimate, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT. The final construction plans will be utilized for a field plan review.

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.



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

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 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. Failure of the CITY to follow these requirements shall 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. 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 shall be obtained prior to the beginning of construction by the CITY. The CITY shall be solely responsible for the construction of the PROJECT.

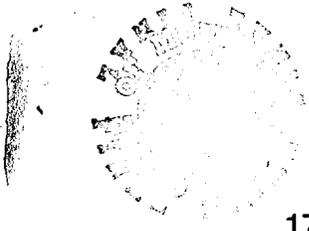
14. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT. This data shall be organized, indexed, bound, and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

15. 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. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall be responsible for any claim, construction delays, 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.

16. 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 or fiscal years 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.



17. 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 OF ATLANTA 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 \_\_\_\_\_, 200\_, 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 \_\_\_\_\_, 200\_.

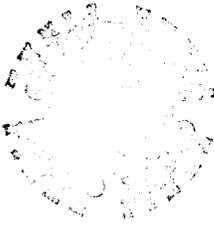
\_\_\_\_\_  
Treasurer

REVIEWED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Office of Legal Services

# EXHIBIT "A"



Project (PI #, Proj #, Desc.)	Type	Project Funding Sources & Fiscal Year of Authorization						Responsible Party		
		Prelim. Eng	FY	R/W	FY	Construction <sup>1</sup>	FY	Utility Reloc. Costs	Acquire R/W	Const. Letting
0000608, CM-0000-00(608) Memorial Drive Sidewalks fm Moreland Ave to Candler Rd	Ped	100% CITY		100% CITY		20% CITY (\$102,000) 80% DOT/Fed (\$410,000) 100% CITY (> \$512,000) <sup>2</sup>	2003	100% CITY	CITY	CITY
0000609, CM-0000-00(609) Roswell Road Sidewalks fm Peachtree Street to the Atlanta City Limits (Meadobrook Dr)	Ped	100% CITY		100% CITY		20% CITY (\$48,000) 80% DOT/Fed (\$192,000) 100% CITY (> \$240,000)	2003	100% CITY	CITY	CITY

Notes:

<sup>1</sup> Includes construction costs associated with inspection and materials testing during construction.

<sup>2</sup> (> \$512,000) means all costs in excess of \$512,000.



		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	<b>ITEMS ADVERSED</b>	
12. 04-O-0818	<b>ON CONSENT</b>	
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-1012

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.

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: \_\_\_\_\_  
 Date Referred \_\_\_\_\_  
 Referred To: \_\_\_\_\_

First Reading  
 Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Committee City Utilities  
 Date June 7 2004  
 Chair [Signature]  
 Action Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_  
 Members [Signature]  
 Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 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 \_\_\_\_\_

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

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

CERTIFIED

CERTIFIED  
 JUN 07 2004  
 COUNCIL PRESIDENT [Signature]

CERTIFIED  
 JUN 07 2004  
 [Signature]  
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED  
 JUN 14 2004  
 [Signature]  
 MAYOR