



CITY COUNCIL
ATLANTA, GEORGIA

04- R -1467

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 VIRGINIA HIGHLANDS STREETSCAPE PROJECT FROM UNIVERSITY DRIVE TO FREEDOM PARKWAY; 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 Virginia Highlands Streetscapes from University Drive to Freedom Parkway Project Number CM-0001-00(895), PI # 0001895; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding for the construction phase of this transportation improvement project with funds appropriated to the Georgia Department of Transportation by the Federal Highway Administration; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate by funding eighty percent of the construction cost of the project 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 this project 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; and

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 Virginia Highlands Streetscapes from University Drive to Freedom Parkway described as project number CM-0001-00(895), PI Number 0001895.

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 agreements has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by the Mayor.

A true copy,

Deputy Municipal Clerk

ADOPTED by the City Council
APPROVED by the Mayor

SEPT 07, 2004
SEPT 15, 2004



Department of Transportation

HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

PAUL V. MULLINS
CHIEF ENGINEER
(404) 656-5277

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

June 17, 2004

Mr. David E. Scott, P.E.
City of Atlanta - Dept. Of Public Works
55 Trinity Avenue SW., Suite 4500
Atlanta, GA 30334

Attention: Mr. Nursef Kediri

Dear Mr. Scott:

I am pleased to notify you the Department of Transportation is agreeable to participate in the improvement of the following project:

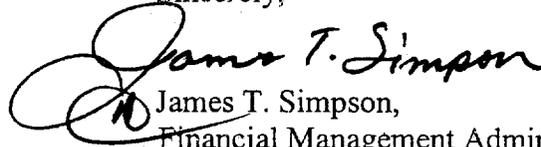
Exhibit "A"

PROJECT#: CM-0001-00(895) Fulton County, P.I.#0001895

Please review the attached agreement and if satisfactory, please execute all three (3) originals, and return them to this office. Once all parties have signed the agreement, I will then send you a copy of the agreement for your file.

Should you have any questions about items contained in this agreement please me at (404)463-2799.

Sincerely,


James T. Simpson,
Financial Management Administrator

JTS:as

Enclosures (3)

cc: Bob Rogers, w/attachment
Buddy Gratton - District 7

RECEIVED

JUN 25 2004

TRAFFIC & TRANSPORTATION



AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
THE CITY OF ATLANTA, GEORGIA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

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 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/facilities* described in **Exhibit A**, attached and incorporated herein by reference and 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:



NOW THEREFORE, in consideration of the mutual promises made and of the benefits 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 utility relocations and all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", right of way acquisitions as per a future Right of Way Agreement and construction as per a future construction agreement. Expenditures incurred by the CITY and eligible for reimbursement by the DEPARTMENT shall not be considered reimbursible to the CITY until execution of this agreement and written notice to proceed for each phase.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", right of way acquisitions as per a future agreement or construction as per a future construction agreement.

3. It is understood and agreed by the DEPARTMENT and the CITY that the funding portion as identified in Exhibit "A" of this agreement only applies to the Preconstruction Engineering Activities. Additional agreements will be required to be executed by the DEPARTMENT and the CITY for the funding portion of subsequent phases.



4. The CITY shall be responsible for all costs for the continual maintenance and the annual 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.

6. Engineering invoicing can only be submitted following submittal and acceptance of project milestones. Project milestones are defined as approval of the Concept Report, Completion and verification of the Database Preparation, approval of the Environmental Document, submittal of Preliminary Plans for PFPR, approval of Right of Way plans, and submittal of Final Plans for letting.

7. 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 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 7b 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 re-approved 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 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 as well as any environmental reevaluations 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, soil investigation studies and pavement evaluations 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.

8. 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.

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

10. 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.

11. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the CITY of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.

12. 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.

13. 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.

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

15. 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 the 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



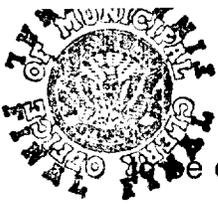
For every reason, as needed to purchase the right of way or to match actual conditions encountered.

16. 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 CITY. The CITY shall be solely responsible for securing and awarding the construction contract for the PROJECT.

17. 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.

18. 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 if required. 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.

19. 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



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 errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.

20. 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.

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 Council
City of Atlanta, Georgia

Buddy Autton
Metro District Engineer

BY: _____
Mayor

Director of Preconstruction

Signed, sealed and delivered this _____
day of _____, 200_, in the
presence of:

Chief Engineer

DEPARTMENT OF TRANSPORTATION

Witness

BY: _____
Commissioner

Notary Public

ATTEST:

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

Treasurer

this _____ day of _____, 200_.

REVIEWED AS TO LEGAL FORM:

City Clerk

Office of Legal Services

Exhibit A

Project	Description	Project Type	Authorized PE Amount	Maximum Allowable Reimbursable to CITY by GDOT for PE* (80% of the Authorized Amount)	Responsible Parties (Subject to change pending future agreements)		
					R/W Acquisition	Utilities Relocation	Construction Letting
CM-0001-00 (895), P.I. No. 0001895	Virginia Highlands Streetscapes from University to Freedom Parkway	Streetscapes	N/A	N/A	CITY	CITY	CITY

*** NOTE: LOCALS WILL ONLY BE REIMBURSED 80% OF THE INVOICED AMOUNT UP TO BUT NOT TO EXCEED THE MAXIMUM ALLOWABLE GDOT REIMBURSIBLE AMOUNT**



RCS# 5986
9/07/04
2:30 PM

Atlanta City Council

Regular Session

CONSENT AGENDA PAGES (2-17)
EXCEPT 1369;1478;1319
ADOPT

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

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

		9-07-4 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-1423	41. 04-R-1517	51. 03-R-2092
2. 04-O-1437	42. 04-R-1518	52. 03-R-2093
3. 04-O-1438	43. 04-R-1519	53. 03-R-2094
4. 04-O-1439	44. 04-R-1520	54. 03-R-2095
5. 04-O-0327	45. 04-R-1521	55. 03-R-2096
6. 04-O-0752	46. 04-R-1522	56. 03-R-2097
7. 04-O-1419	47. 04-R-1523	57. 03-R-2098
8. 04-O-1427	48. 04-R-1524	58. 03-R-2099
9. 04-O-1424	49. 04-R-1525	59. 03-R-2100
10. 04-O-1436	50. 04-R-1526	60. 03-R-2101
11. 04-O-1318		61. 03-R-2102
12. 04-O-1319		62. 03-R-2103
13. 04-O-1422		63. 03-R-2104
14. 04-R-1212		64. 03-R-2105
15. 04-R-1474		65. 04-R-1527
16. 04-R-1550		66. 04-R-1528
17. 04-R-1374		67. 04-R-1529
18. 04-R-1467		68. 04-R-1530
19. 04-R-1475		69. 04-R-1531
20. 04-R-1476		70. 04-R-1532
21. 04-R-1497		71. 04-R-1533
22. 04-R-1498		72. 04-R-1534
23. 04-R-1499		73. 04-R-1535
24. 04-R-1515		74. 04-R-1536
25. 04-R-1471		75. 04-R-1537
26. 04-R-1432		76. 04-R-1538
27. 04-R-1387		77. 04-R-1539
28. 04-R-1482		78. 04-R-1540
29. 04-R-1483		79. 04-R-1541
30. 04-R-1484		80. 04-R-1542
31. 04-R-1486		81. 04-R-1543
32. 04-R-1488		82. 04-R-1544
33. 04-R-1511		83. 04-R-1545
34. 04-R-1512		84. 04-R-1546
35. 04-R-1477		85. 04-R-1547
36. 04-R-1490		86. 04-R-1548
37. 04-R-1492		87. 04-R-1514
38. 04-R-1493		
39. 04-R-1494		
40. 04-R-1516		

(Do Not Write Above This Line)

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 VIRGINIA HIGHLANDS STREETS/CAPES PROJECT FROM UNIVERSITY DRIVE TO FREEDOM PARKWAY; AND FOR OTHER PURPOSES.

ADOPTED BY

SEP 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 _____

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

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED
SEP 07 2004

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED
SEP 07 2004

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

SEP 15 2004

MAYOR

[Signature]