

AN ORDINANCE

04-O-1872

BY CITY UTILITIES COMMITTEE

AN ORDINANCE TO AMEND ORDINANCE 04-O-0506 ADOPTED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA ON MAY 3, 2004, AND APPROVED BY THE MAYOR OF THE CITY OF ATLANTA, GEORGIA ON MAY 11, 2004, BY CHANGING LINE AMOUNT DESIGNATED IN SECTION ONE OF SAID ORDINANCE REFERENCED BY WEST END TRAIL CAPITAL EXPENSES, FROM \$876,000.00 TO \$957,600.00 IN ORDER TO ADOPT THE ACTUAL FEDERAL MATCHING AMOUNT PER PROJECT MANAGEMENT AGREEMENT UPDATED CONSTRUCTION COST AMOUNTS FOR THE FISCAL YEARS 2004 TO 2006, THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) AND SURFACE TRANSPORTATION PROGRAM (STP) FUNDING WILL BE REVISED FROM TWO MILLION FOUR HUNDRED EIGHTY-FOUR THOUSAND DOLLARS (\$2,484,000.00) TO TWO MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$2,565,600.00); AND FOR OTHER PURPOSES.

WHEREAS, Council ordinance 04-O-0506 was adopted on May 3, 2004 adopting \$2,484,000.00 as the appropriated amount of Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Programs (STP), for the purpose of funding construction of streetscapes and trails; and

WHEREAS, Council ordinance 04-O-0506 was adopted on May 3, 2004 adopting \$876,000.00 as the Federal matching cost contribution for the construction of multi-use trails; and

WHEREAS, the City of Atlanta received a revised project management agreement from the State of Georgia Department of Transportation for STP-00BK (73) Fulton County, P.I. 762562 West End Multi-Use Trail from Simpson Road to Pryor Road in the amount of \$957,600.00 as indicated in Exhibit "A" of the agreement, and

WHEREAS, the appropriated amount of Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Programs (STP) is revised to an amount not to exceed **two million, five hundred sixty-five thousand, six hundred dollars (\$2,565,600.00)** to provide eighty percent of the estimated project construction cost of projects; and



WHEREAS, the revision requires Council approval in order to anticipate and appropriate funding to a proper fund, account, and center designation for the execution of construction agreements and other required procurement forms.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

Section 1: That Section One of Ordinance 04-O-0506 is deleted in its entirety and the following language is inserted in lieu thereof:

Section 1: That the Mayor is authorized to accept the following grants which will add to the anticipations in the 2004 (Intergovernmental Grant Fund) Budget, Department of Public Works and the Department of Parks, Recreation and Cultural Affairs and that such budget is hereby amended as follows:

ADD TO ANTICIPATIONS

1B02 J53X0210AEAO	Georgia Department of Transportation Congestion Mitigation Air Quality Federal Grants Entitlements	\$2,565,600.00
631101		

ADD TO APPROPRIATIONS

FUND ACCT CENTERS	PROJECT NAME	GDOT/FEDERAL FUNDS
1B02 M23F0358AEAO 77***	Pryor Road Streetscape CAPITAL EXPENSES	(CMAQ) \$148,000.00
1B02 M23F0544AEAO 77***	Perry Boulevard Streetscape Phase I CAPITAL EXPENSES	(CMAQ) \$384,000.00
1B02 M23F0355AEAO 77***	West End Trail CAPITAL EXPENSES	(STP) \$957,600.00
1B02 M23F0521AEAO 77***	Metropolitan Pkwy Ph 2 CAPITAL EXPENSES	(CMAQ) \$743,200.00
1B02 M23F0549AEAO 77***	Virginia Highland CAPITAL EXPENSES	(CMAQ) <u>\$332,800.00</u>

A true copy

 Deputy Clerk

ADOPTED by the City Council
 APPROVED by the Mayor

NOV 15, 2004
 NOV 19, 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

August 9, 2004

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

Attention: Mr. Nursef Kedir

Dear Mr. Scott:

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

PROJECT#:STP-00BK(73) Fulton County, P.I.#762562

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 contact the Project Manager Chuck Hasty at (404)656-5444.

Sincerely,

James T. Simpson
James T. Simpson,
Financial Management Administrator

JTS:as
Enclosures (3)
cc: Bob Rogers, w/attachment
Buddy Gratton - District 7
Ben Buchan



04-0-0506

Jim DPW. Daisy
8/17/04

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

THE CITY OF

ATLANTA, GEORGIA

for

WEST END RAIL MULTI-USE TRAIL FROM SIMPSON ROAD TO PRYOR ROAD

This AGREEMENT is made and entered into this ____ day of _____, 2004, 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 Chairman and Board of Commissioners, hereinafter called the "**CITY**".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the transportation facility, currently described as Georgia Department of Transportation Project Number STP-00BK(73), P. I. Number 762562, 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 the 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". The CITY's contribution for any portion of the PROJECT's funding as set forth in Exhibit "A", shall be received by the DEPARTMENT before any matching funds are apportioned by the DEPARTMENT.

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 for any or all of the funding categories exceed the amounts set forth in Exhibit "A", the CITY shall fund 100 % of such excess costs.

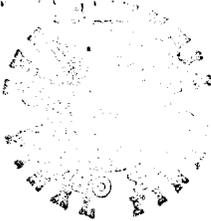


4. The CITY shall be responsible for all costs for the continual maintenance and continual operation of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.

5. The CITY shall 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 5b 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 (a.m.) and evening (p.m.) 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. 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.

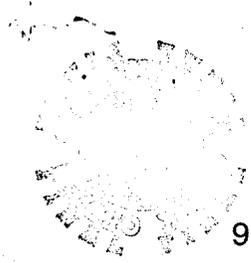
j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

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

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 to obtain all needed approvals with information furnished by the CITY.

10. The CITY shall be responsible for the design of all bridges(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 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 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



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 rights of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to the DEPARTMENT's 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 needed rights of way have been obtained and cleared of obstructions, and that 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.

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. 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 of right of way, as applicable.

19. This AGREEMENT is made and entered into in Fulton County, Georgia, and shall be governed and constructed under the laws of the State of Georgia. The

August 2004



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:

State Urban Design Engineer

BY: _____
Mayor

Director of Preconstruction

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

Chief Engineer

Witness

Notary Public

DEPARTMENT OF TRANSPORTATION

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

this _____ day of _____, 2004.

BY: _____
Commissioner

ATTEST:

Treasurer

City Clerk

REVIEWED AS TO LEGAL FORM:

Office of Legal Services

EXHIBIT "A"
STP-00BK(73), FULTON COUNTY, PI # 762562
City of Atlanta

Project (PI#, Proj#, Desc) Type	Project Funding Sources & Fiscal Year of Authorization				Responsible Party				
	PE	FY	R/W	FY	CONSTRUCTION ¹	FY	Utility Reloc	Acquire R/W	Const. Letting
762562, STP-00BK(73) West End Multi-Use Trail from Simpson Road to Pryor Road	100%		100%		20% City (\$239,400) 80% DOT/Fed (\$957,600) 100% City (>\$1,197,000)	2006	100%	City	City

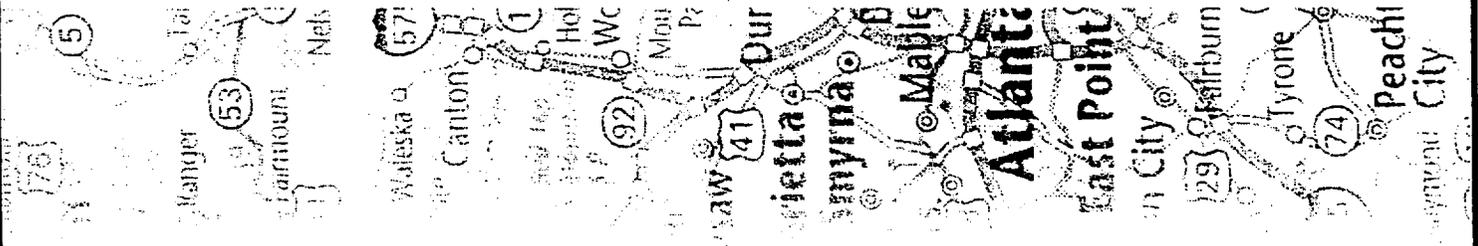
¹ Percentages refer to the amount in the approved TIP/STIP at the time funds are authorized (> 100% is all costs over the TIP/STIP amount).



Project List

PRELIMINARY DRAFT - VERSION 2

Represents Document #1 of a five document set released to TCC on July 9, 2004. Includes "Programmed", "Long Range" and "Under Contract" projects in 13 counties of ARC's 18 county MPO planning area (excludes Barrow, Bartow, Newton, Spalding and Walton - see Documents #4 and #5).



PRELIMINARY DRAFT #2 DRAFT Mobility 2030 Regional Transportation Plan and Transportation Improvement Program FY 2005-2010 PRELIMINARY DRAFT #2

AT-AR-BP098	WEST END RAIL MULTI-USE TRAIL	Project Type	Fund	Exist	Plan	Status	Federal	State	Local	Bond	Total
762562	SIMPSON ROAD	Multi-Use Facility	Q23	N/A	N/A	AUTH	\$0	\$0	\$0	\$0	\$0
City of Atlanta	PRYOR STREET			Length	?		\$0	\$0	\$0	\$0	\$0
Status							\$957,600	\$0	\$239,400	\$0	\$1,197,000
Programmed							\$0	\$0	\$0	\$0	\$0

AT-AR-BP120	HOLLYWOOD ROAD	Project Type	Fund	Exist	Plan	Status	Federal	State	Local	Bond	Total
0000607	SR 70 (BOLTON ROAD)		Q40	N/A	N/A	AUTH	\$0	\$0	\$0	\$0	\$0
City of Atlanta	US 78/278 (D.L. HOLLOWELL PARKWAY)			Length	?		\$0	\$0	\$0	\$0	\$0
Status							\$384,000	\$0	\$96,000	\$0	\$480,000
Programmed							\$0	\$0	\$0	\$0	\$0

AT-AR-BP127	SR 154 (MEMORIAL DRIVE)	Project Type	Fund	Exist	Plan	Status	Federal	State	Local	Bond	Total
0000608	SR 42 (MORELAND AVENUE)		Q40	N/A	N/A	2005	\$0	\$0	\$51,000	\$0	\$51,000
City of Atlanta	SR 155 (CANDLER ROAD)			Length	?		\$0	\$0	\$0	\$0	\$0
Status							\$409,600	\$0	\$150,000	\$0	\$150,000
Programmed							\$0	\$0	\$102,400	\$0	\$512,000

AT-AR-BP153	CHILDRESS DRIVE	Project Type	Fund	Exist	Plan	Status	Federal	State	Local	Bond	Total
0000610	SR 154 (CASCADE ROAD)		Q40	N/A	N/A		\$0	\$0	\$0	\$0	\$0
City of Atlanta	CAMPBELLTON ROAD			Length	?		\$0	\$0	\$0	\$0	\$0
Status							\$0	\$0	\$0	\$0	\$0
Under Contract							\$0	\$0	\$0	\$0	\$0

AT-AR-BP154	COLLIER ROAD	Project Type	Fund	Exist	Plan	Status	Federal	State	Local	Bond	Total
0000611	HOWELL MILL ROAD		Q40	N/A	N/A		\$0	\$0	\$0	\$0	\$0
City of Atlanta	US 19 (PEACHTREE STREET)			Length	?		\$0	\$0	\$0	\$0	\$0
Status							\$0	\$0	\$0	\$0	\$0
Under Contract							\$0	\$0	\$0	\$0	\$0

04-0-1872

(Do Not Write Above This Line)

AN ORDINANCE
BY: CITY UTILITIES COMMITTEE

AN ORDINANCE TO AMEND
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AND FOR OTHER PURPOSES.

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

Date Referred 11-01-2004
Referred To: City Utilities
Date Referred _____
Referred To: _____
Date Referred _____
Referred To: _____

Committee City Utilities
Date Nov 15 2004
Chair [Signature]
Referred To [Signature]

Committee City Utilities
Date Nov 15 2004
Chair [Signature]
Action [Signature]
Fav, Adv, Hold (see rev. side)
Other _____

Members [Signature]
[Signature]
[Signature]
Refer To _____

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

ADOPTED BY
NOV 15 2004
COUNCIL
Refer To _____

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

Refer To _____

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

Refer To _____

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

CERTIFIED
NOV 15 2004
[Signature]

[Signature]
MAYOR'S ACTION

[Signature]
NOV 19 2004
MAYOR