10- O-0473

AN ORDINANCE BY
FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AMENDING THE 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUNDS RECEIVED FROM THE BUCKHEAD COMMUNITY IMPROVEMENT DISTRICT ("BCID") IN THE AMOUNT OF TWO HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS ($246,794.00), FOR THE PURPOSE OF RELOCATING UTILITIES FOR THE PEACHTREE CORRIDOR PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") executed an agreement with the Buckhead Community Improvement District ("Buckhead CID") wherein the Buckhead CID acted as an agent of the City, and provided the local government match required for the preparation of construction documents and right of way acquisition for the Peachtree Corridor Project ("Project"); and

WHEREAS, the City executed a Local Government Project Agreement with the Georgia Department of Transportation ("GDOT") approving the Project (attached as Exhibit "A"); and

WHEREAS, the Buckhead CID is willing, under the terms set forth in the executed agreement, to provide funding to or on behalf of the City of Atlanta the local government match required of the City in order to utilize the funding presently programmed from GDOT to the Project; and

WHEREAS, the City desires the continued involvement of the Buckhead CID in the development in the area comprising the Project and the Buckhead CID desires to work with the City to supervise certain design, engineering, and right of way acquisition work associated with the Project; and

WHEREAS, private utilities, maintained by Georgia Power, are impacting completion of the Project; and

WHEREAS, these utilities in the project area must be relocated to move the project forward at a cost to the City in the amount of Two Hundred Forty Six Thousand Seven Hundred Ninety Four Dollars ($246,794.00); and

WHEREAS, the Buckhead CID wishes to provide the City with the required funding needed to facilitate this work in the amount of Two Hundred Forty Six Thousand Seven Hundred Ninety Four Dollars ($246,794.00).

WHEREAS, the City of Atlanta will make payment to Georgia Power for relocation cost services which will be overseen by a GDOT approved contractor.

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

SECTION 1: That the Mayor is authorized to accept the following grant which will add to the anticipations in the 2010 (Intergovernmental Grant Fund) Budget, Department of Public Works and that such budget is hereby amended as follows:

ADD TO ANTICIPATIONS

2501	Intergovernmental Grant Fund	
130308	DPW Transportation Design	
1**	Task	
3******	Grant Entitlements	
4270000	Traffic Engineering	
13******	Peachtree Road Corridor	
******	Funding Source	
		$246,794.00

ADD TO APPROPRIATIONS

2501	Intergovernmental Grant Fund	
130308	DPW Transportation Design	
1**	Task	
5999999	Projects & Grants	
4270000	Traffic Engineering	
13******	Peachtree Road Corridor	
*****	Funding Source	
		$246,794.00

SECTION 2: That the funds will be used in combination with the U.S. Transportation Program as administered by the Georgia Department of Transportation.

SECTION 3: The Mayor is authorized to enter into a contractual agreement for construction services of the project listed in this ordinance.

SECTION 4: That all ordinances and parts of ordinances in conflict herewith are repealed.

EXHIBIT

A

STATE OF GEORGIA

COUNTY OF FULTON

THIS AGREEMENT made and entered into this _____ day of_____, 2004 by and between the CITY OF ATLANTA, a municipal corporation of the State of Georgia, and BUCKHEAD COMMUNITY IMPROVEMENT DISTRICT, a community improvement district created and existing pursuant to the constitutional and the statutory authority of the State of Georgia ("Buckhead CID").

WITNESSETH

WHEREAS, the City of Atlanta desires to obtain the maximum benefit from funding made available under the region's Regional Transportation Plan ("RTP"), the Transportation Improvement Program ("TIP") and/or the State Transportation Improvement Program ("STIP"); and

WHEREAS, a specific program has been identified by the Georgia Department of Transportation as P.I. #0004689 Peachtree Road Corridor Project, Project-Phase 1, Project-Phase 2 and Project-Phase 3 inclusive of PI # 731570, 731560 and 731580 (collectively the "Project"); and

WHEREAS, P.I. #0004689 Peachtree Road Corridor Project is approved as eligible for federal and state funds if the City can provide 20 % in local government matching funds to the Georgia Department of Transportation; and

WHEREAS, Article IX, Section VII of the Constitution of the State of Georgia authorizes municipalities to create community improvement districts and pursuant to the "Atlanta Community Improvement District Act", enacted by the Georgia General Assembly as House Bill 544, the City of Atlanta created the Buckhead Community Improvement District pursuant to the constitutional and statutory authority cited herein (City Council Resolution No. 99-R-1154, July 12th, 1999); and

WHEREAS, Resolution No. 99-R-1154 of the City of Atlanta provided that Buckhead CID provide such governmental services as the construction and maintenance of local, collector and arterial streets as shown on the City's street classification map or as otherwise included in the City's street classification map or as otherwise included in the City's most recently adopted Comprehensive Development Plan, including curbs, sidewalks, street lights and devices to control the flow of traffic on local, collector and arterial streets; and

WHEREAS, the Buckhead CID is authorized to contract with the City pursuant to the constitutional and statutory authority above referenced; and

WHEREAS, the City has entered into agreements (Project Agreement) with the State of Georgia, Department of Transportation (the "Department") for project management,

preliminary engineering (design) activities, and construction and the acquisition of right of way (Contract for Acquisition of Right of Way) of certain improvements referred to as Project-Phase 1- Maple Drive to Georgia 400 Bridge, Project-Phase 2- Georgia 400 Bridge to Roxboro Road and Project-Phase 3- Shadowlawn Avenue to Maple Drive of the Peachtree Road Corridor Project which are identified in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to collectively as the "Project"; and has entered into an agreement with the Department and the Georgia Regional Transportation Authority ("GRTA") for capital funding to assist the implementation of the Project ("Intergovernmental Agreement Relating to Land Transportation Projects"); and

WHEREAS, the City and Buckhead CID have represented to the Department a desire to participate in certain activities of the Project as set forth in this Agreement and as set forth in the Project Agreement, the Contract for Acquisition of Right of Way and the Intergovernmental Agreement Relating to Land Transportation Projects ; and

WHEREAS, the Department has expressed a willingness to participate in certain activities of the Project as set forth in the Project Agreement, the Contract for Acquisition of Right of Way and the Intergovernmental Agreement Relating to Land Transportation Projects; and

WHEREAS, the Buckhead CID has or is willing, under the terms set forth in this agreement, to provide funding to or on behalf of the City in an amount equal to the 20% local government match required of the City in order to allow the City to utilize the funding presently programmed to the Project; and

WHEREAS, the City wishes, under the terms set forth herein, to accept the grant in an amount equal to the 20% local government match from Buckhead CID to fund the City's commitment under the Local Government Project Agreement with the Georgia Department of Transportation ("GDOT") in order to allow the City to utilize the funds programmed to the Project at present or in the future.

WHEREAS, the City of Atlanta and Buckhead CID believe that a public partnership to complete the project set forth in this Agreement offers unique opportunities to significantly improve mobility in the Buckhead area; and

WHEREAS, the City desires the continued involvement of Buckhead CID in the development in the area comprising the Project and Buckhead CID desires to work with the City to supervise certain design, engineering, and right of way acquisition work associated with the Project; and

WHEREAS, Resolution, 04-R-0145 adopted by the City Council on FEBRUARY 2, 2004 and approved by the Mayor on FEBRUARY 10 2004 and made a part hereof by reference, authorized the Mayor to enter into this agreement with Buckhead CID under the terms specified herein; and

NOW THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter, and for other good and valuable consideration, the parties hereto do agree as follows:

1.

STATEMENT OF AGREEMENT

The City of Atlanta and Buckhead CID hereby agree that, as a condition for funding the City's local match, Buckhead CID will be responsible for and perform the obligations which the City has agreed to perform pursuant to the Project Agreement which is attached as Exhibit A and the Contract for Acquisition of Right of Way which is attached as Exhibit B. Buckhead CID may act as the City's agent and enter into agreements with a project manager, engineer and one or more professional or technical consultants (hereinafter "Persons") to perform the obligations set forth in the Project Agreement and the Contract for Acquisition of Right of Way so long as the process used to enter into such agreements and the terms of such agreements are consistent with and permitted by the Project Agreement, the Contract for Acquisition of Right of Way and/or other applicable law. This Agreement does not assign, sublet or transfer any or all of the City's interest in the Project Agreement or the Contract for Acquisition of Right of Way.

2.

THE EFFECT OF THE PROJECT AGREEMENT
AND THE CONTRACT FOR ACQUISITION OF RIGHT OF WAY

Buckhead CID stipulates that it is aware of and has fully reviewed the Project Agreement and the Contract for Acquisition of Right of Way entered into between the City and the Department and attached as Exhibit A and Exhibit B. In any case where the terms of this Agreement or the Contract for Acquisition of Right of Way may be interpreted or construed to require a lesser obligation of Buckhead CID to the City than the obligations of the City to the Department , as set forth in the Project Agreement, the terms of the Project Agreement shall be considered as further clarifying and explaining the obligations of Buckhead CID in this Agreement and the Contract for Acquisition of Right of Way unless it is specially stated that such variation in obligations is permitted. Buckhead CID agrees that, to the extent possible, the obligations of Buckhead CID to perform under this Agreement should be construed to be equal to the obligations of the City to perform under the Project Agreement and the Contract for Acquisition of Right of Way. However, the City's obligations under Paragraph 3 of the Project Agreement regarding roadway, interchange and pedestrian lighting shall remain the obligations of the City and shall not be the responsibility of Buckhead CID.

a. Under no circumstances shall the City be obligated to supply any funds to complete any portion of the work or satisfy any claims of Buckhead CID or any other Person or Person after termination of the Project Agreement by the Department .

b. Should the Department terminate the Project Agreement prior to the completion of the work, Buckhead CID agrees that any of the streets or sidewalks, which are uncompleted as of the date of termination, shall be left in a condition which is not hazardous to the health, safety and welfare of the City and the public and which does not unreasonably impede the flow of vehicular traffic and which as near as possible reflects the condition of the streets and sidewalks of the City prior to the beginning of construction.

c. The City agrees that should the Department terminate the Project Agreement prior to the completion of the work, that Buckhead CID shall receive the reimbursement to which the City would be entitled under the terms of the Project Agreement, provided that such funds are not required to restore the street and sidewalks of the City to a condition which is not hazardous to the health, safety and welfare of the City and the public and which does not unreasonably impede the flow of vehicular traffic.

2A.

THE EFFECT OF THE GRTA AGREEMENT

Buckhead CID stipulates and agrees it is aware of and has fully reviewed the Intergovernmental Agreement Relating to Land Transportation Projects, which is attached as Exhibit C. The City and Buckhead CID agree that this Agreement was entered into for the purpose of transferring all responsibilities imposed on the City by the applicable local government project agreement entered into by the City and GDOT as contemplated by Paragraph 1.3(D) of Exhibit C. Buckhead CID acknowledges and agrees that any funding responsibility of the City set forth by Paragraph 1.3(A) or elsewhere in Exhibit C will be undertaken by Buckhead CID as permitted by Paragraph 1.3(D) of Exhibit C.

3.

TIME OF PERFORMANCE

Buckhead CID shall commence the performance of its obligations pursuant to the terms of the Project Agreement no later than thirty (30) calendar days after execution of this Agreement by each of the parties. The work to be performed by Buckhead CID shall be completed as follows: Project-Phase 1 on or before July 1st 2005, Project-Phase 2 on or before July 1st 2006 and Project-Phase 3 on or before December 31st 2006. Provided however that Buckhead CID may request that the City seek an extension of the time for completion of the Project Agreement and that if the extension of the operation Project Agreement is granted, such extension shall apply to this Agreement. The City agrees to request an extension of the Project Agreement from the Department within five business days after receipt of a written request for extension from Buckhead CID. In addition,

Buckhead CID may request that the scope of any Project-Phase be allocated or divided or that the order of letting the Project of the Project-Phases be adjusted and the City agrees to seek Department approval of such request, and if granted the request shall apply to this Agreement. The City agrees to submit said requests within five business days after receipt of a written request from Buckhead CID.

4.

PROFESSIONAL RESPONSIBILITY

Buckhead CID shall assume all responsibility undertaken by the City in the Project Agreement with respect to the professional quality, technical accuracy and the coordination of all designs, drawings, and specifications and other services furnished by or on behalf or required of the City pursuant to the Project Agreement.

a. Buckhead CID shall correct or revise or cause to be corrected and revised any errors and deficiencies in the designs, drawings, specifications, construction and/or other services as required in the Project Agreement and furnished for the Project by Buckhead CID on behalf of the City under this Agreement, for which the City has received notice from the Department, within such time that the City shall not be in breach of its obligations to the Department under the Project Agreement. The City shall give such written notice to Buckhead CID no later than the third business day after receipt of notice from the Department . Buckhead CID is aware that the City is obligated to address any errors or deficiencies in the work as specified in the Project Agreement and/or assume all responsibility caused by such errors and deficiencies and agrees that the time period specified herein is reasonable for Buckhead CID to be required to make such revisions and corrections. All plans shall be prepared in English units.

b. Buckhead CID shall be responsible for any claim, damage, loss or expense to the City that is attributable to negligent acts errors or omissions related to the designs, drawings, specifications, construction and/or other services required to be furnished by or on behalf of the City pursuant to the Project Agreement, in the event that such claim, damage, loss or expense arises from obligations which Buckhead CID has specifically undertaken in this Agreement.

c. Prior to the later of: (i) the Department's return to City of a fully executed Certification of Final Acceptance; or (ii) the completion of the Final Audit, if required, by the Department or FHWA or designee, Buckhead CID agrees that authorized representatives of the Department and the Federal Highway Administration ("FHWA") and the City may at all reasonable time review and inspect the activities and data collected under the terms of this Agreement and any amendments hereto, including but not limited to all reports, drawings, studies, specifications, estimates, maps, and

computations, prepared by or for the City, Buckhead CID or any other Person.

d. Buckhead CID agrees to incorporate into its work activities any reasonable review recommendation of the Department or the City, provided that the City's review recommendations are made prior to the the Department's final approval of the design documents. The City shall be given written notice of each submission to the Department and provided with sufficient information to determine if the plans to be submitted to the Department have been reviewed by the City prior to submission to the Department for final approval.

e. Buckhead CID agrees that all agreements with any Person shall cause all such Persons to be bound to the same terms and conditions and standards of performance as this Agreement. No action, omission, error or failure to act on the part of any Person shall excuse the obligations of Buckhead CID under this Agreement. No contract or sub-contract under this Agreement shall be assigned

f. All the services required hereunder will be performed under the direct supervision of Buckhead CID with the exception of the construction and related activities undertaken by the Department as provided by the terms of the Project Agreement. All Persons engaged in any work by Buckhead CID to work on the Project shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

g. Buckhead CID agrees that the specifications required by the Department in transportation infrastructure improvements are generally known and that the vast majority of the specifications to be applied to the Project may be ascertained through the exercise of due diligence such that it is possible to agree to perform the Scope of Work under the terms of the Project Agreement even if such terms are not specifically set forth herein or in the Scope of Work.

h. The City will make available in a timely manner all records and documents required by Buckhead CID to fulfill the Scope of Work.

i. Any data transferred to the Buckhead CID by the City remains the proprietary product of the City. The City shall retain title and ownership of all data including any digital data. In no event will the City be liable for any damages whatsoever, including but not limited to, direct or indirect damages, any loss of profits, any costs or expenses incurred, any lost savings, or other incidental or consequential damages, arising out of the use or arising out of the inability to use any data transferred by the City. Buckhead CID may not redistribute, rent, lease, sell, transfer or otherwise use for any purpose not specific to this contract, any data provided by the

City, or any portion thereof, without the express written permission of the City.

j. Buckhead CID waives for itself, its successors, and its assigns and any Person employed by it in any capacity, all rights to any claim to damages whatsoever arising out of the use of the City's data for the Project, and/or the provision of this data to Buckhead CID and/or the transfer of this data to Buckhead CID shall be included in any and all contracts or agreements related to the Project and that any Person employed on the Project shall agree to the same.

k. Buckhead CID 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 or developed in connection with the Project ("Project Data") shall become the property of the City. One copy of all Project Data shall be organized, indexed, bound, and delivered to the City no later than the advertisement of the Project for letting. The City shall have the right to use Project Data without restriction or limitation unless otherwise provided herein. Subject only to the terms of this Agreement which specify otherwise, Buckhead CID warrants that it owns all Project Data and has the right to grant unlimited use of all Project Data to the City. Buckhead CID waives all claims for compensation connected with any future use of the Project Data. The City agrees that Project Data is intended to be specific to this Project ("Project Data").

5.

FUNDING OF THE PROJECT

Buckhead CID and the City hereby acknowledge and agree that the Project Agreement contains a Budget Estimate which specifies that the total estimated costs for the Project are as depicted on Exhibit A. Buckhead CID and the City further acknowledge and agree that the Project Agreement states that funds of the Department, funds apportioned to the Department by the Federal Highway Administration, capital funding as referenced in the Intergovernmental Agreement Relating to Land Transportation Projects or a combination of funds from said sources or regional funds shall be subject to the terms of the Project Agreement.

a. Buckhead CID acknowledges and agrees that the Project budget includes any and all claims by it against the City under this Agreement and/or in the conduct of the entire scope of work for the Project.

b. Buckhead CID agrees that it will make available all funds necessary required to complete the Project in excess of that made available by the total federal contribution and agrees that the City is not required or expected to provide any funds for any part of the cost of the Project. The

City agrees to cooperate with all reasonable applications for budget adjustments which Buckhead CID may request that the City forward to GDOT.

c. Buckhead CID acknowledges and agrees that Resolution 04-R-0145 does not authorize the City to commit funds to this Project. However, the City and Buckhead CID acknowledge that the City may, at its sole discretion, contribute Quality of Life Matching Funds to the Project. All costs of the Project in excess of available federal funds, capital funding, regional funds and funds which may be contributed through Quality of Life Matching Funds are solely the responsibility of Buckhead CID.

d. In the event of termination of the Project by the Department, the obligations of Buckhead CID are governed by Paragraph 2, subpart b of this Agreement.

6.

CITY'S RIGHT OF APPROVAL OF PLANS & WORK

The City shall have the right to approve any part of the plans for the Project. Buckhead CID acknowledges and agrees that Project must meet any requirements of the City in addition to any requirements of the Department and FHWA. Buckhead CID shall submit all plans for any work on the Project to the Commissioner of Public Works for the City's comments, which shall be provided in writing within ten (10) business days, unless extended by the City for reasonable grounds and with prior written notification. Buckhead CID may at the time of submission of plans to the Commissioner of Public Works, submit a copy to the Department. Within two (2) business days of receipt, Buckhead CID shall forward the City's comments with Buckhead CID's submittals to the Department. Buckhead CID shall review any previously approved plans with the City for confirmation of the City's approval.

7.

PROCUREMENT OF CONTRACTS

In the performance of this Agreement, it is not anticipated by the parties that Buckhead CID will enter into any construction contracts as actual construction of the Project will be undertaken by the Department as provided by the Project Agreement. However in the event Buckhead CID in the performance of this Agreement should need to enter into a construction contract, Buckhead CID, acting as the City's agent, is authorized to contract with others for construction services, provided that such construction contracts are procured in accordance with this Agreement, the Project Agreement, and all applicable federal and state laws and City Ordinances. The lack of a specific requirement in this Agreement, relating to procurement of construction contracts, does not relieve Buckhead CID from its obligation to follow all requirements relating to procurement of contracts which are set forth in the Project Agreement or incorporated by reference in

the Project Agreement. However, said procurement requirements shall not be applicable to any technical consultant or professional engaged by Buckhead CID prior to the execution of this Agreement for engineering, design or right of way acquisition services. In addition said procurement requirements shall not be applicable to Buckhead CID regarding construction agreements entered by the Department relative to the performance of the Project Agreement.

a. Any construction contract paid from funds related to the Project in excess of $20,000 shall be let by public bid, regardless of whether such contract is funded by the matching funds provided by Buckhead CID or by federal funds.

b. Buckhead CID acknowledges and agrees that it will follow the State of Georgia's competitive bid procedure and will document all activities related to the process. All contracts let by public bid will be awarded to the lowest responsive bidder, unless it can be shown that the lowest bidder did not meet the advertised criteria for contractor selection.

c. Buckhead CID acknowledges and agrees that the construction bid documents must comply with federal requirements and, ten (10) business days prior to the advertisement for bids, will provide completed construction plans, bid documents, and specifications to the Department's Project Manager for approval. Bid packages shall be prepared by Buckhead CID in consultation with the City's Purchasing Agent (who shall undertake its best efforts to approve the bid package within five (5) business days of the approval by the Department), and approval of the construction plans by all necessary departments of the City. After approval by the Department's Project Manager and the City's Purchasing Agent, bid packages shall be made available for purchase by interested bidders at the location customarily employed by the City of Atlanta Bureau of Purchasing and Real Estate for such purposes.

d. Buckhead CID acknowledges and agrees that bids must be advertised at least four weeks prior to bid opening and published again two weeks prior to bid opening and once again published one week prior to bid opening. Such advertisements will state that the project is being advertised as a project of the City of Atlanta and the text of the advertisements are subject to the approval of the City's Purchasing Agent. Buckhead CID will provide the proposed form of an advertisement at least ten (10) business days in advance of the time that such advertisement must be placed for publication. If the City's Purchasing Agent is unable to approve the text of advertisements submitted by Buckhead CID, the City shall provide language for the advertisement within ten (10) business days of submission to the Purchasing Agent unless extended by the City for reasonable grounds and with prior written notification. In no event shall an advertisement be placed which does not have City approved language.

e. If applicable, all contracts related to the Project will specify that wage rates established by the Davis-Bacon Act

f. Bid openings will occur at the offices of the City's Department of Procurement, located at Suite 1750, 55 Trinity Avenue, Atlanta Georgia 30335. After the opening of bids in a meeting open to the public, the names of contractors submitting bids and the amount of all bids will be read aloud.

g. Bid bonds equal to five per-cent of the submitted bid must be included with all bids. The bid bond shall be in the form of a bond from a surety acceptable to the City's Risk Manager, a certified check, or other negotiable instrument and shall serve as assurance that the Person bidding for the contractor will, upon acceptance of their bid, execute such contractual documents as may be required within a specified period of time.

h. Buckhead CID acknowledges and agrees that negotiations with bidders is prohibited. If all bids are in excess of any cost estimate set forth in the Project Agreement, Buckhead CID acknowledges and agrees that it may not negotiate with the lowest bidder to bring the costs within the estimate. In such a case, Buckhead CID acknowledges and agrees that it will either revise the plans and estimate, re-advertise and re-bid for the contract or accept the lowest responsive bid and accept responsibility for the cost difference.

i. Buckhead CID and the City acknowledge and agree that the Department requires a bidder to be pre-qualified before submitting a bid in excess of five hundred thousand dollars ($500,000) and that if the bid involves major structures such as bridges and retaining walls, the contractor must be must be pre-qualified regardless of bid amount. If a single sub-contract is in excess of two hundred and fifty thousand dollars ($250,000), the sub-contractor must be registered with the Department . It shall be the responsibility of Buckhead CID to deal directly with the Department to resolve all questions involving the pre-qualification of bidders, the determination of whether a bid involves major structures, or the registration of bidders.

j. Buckhead CID acknowledges and agrees that no advertisements will be Placed until such time as the Department has issued a notice to bid to the City authorizing the bidding of the Project.

k. Buckhead CID and the Department of Procurement will evaluate the bids. Buckhead CID shall be responsible for having the bids reviewed by the Department , including without limitation, those parts of the bids with respect to DBE compliance. After approval by the Department of the decision to award, or the Department's decision to decline to review the

decision to award, Buckhead CID shall send the letter notifying the lowest responsive bidder that the contract has been awarded. Buckhead CID shall be responsible for assuring execution of the contract and issuance of the notice to proceed.

l. Buckhead CID acknowledges and agrees that all documents connected with the public bidding process and the contract will be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq* and the City shall maintain one original and one copy of all bids.

8.

EQUAL BUSINESS OPPORTUNITY (EBO)
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Buckhead CID acknowledges and understands it is the policy of the City of Atlanta to actively promote full and equal business opportunities for local minority and female business enterprises through its Equal Business Opportunity Program as outlined in the City of Atlanta Code of Ordinances, part 2, Division 12. Buckhead CID acknowledges the availability of minority and female owned firms in the Atlanta area is 17% Minority Business Enterprise ("MBE") -- African-American Business Enterprise ("AABE") and Hispanic Business Enterprise ("HBE") -- and 17% Female Business Enterprise ("FBE") as outlined in the previously referenced provisions of the City Code. Buckhead CID further acknowledges that it will use its best efforts to utilize minority and female business enterprises consistent with their availability in the Atlanta area. Buckhead CID agrees to provide all pertinent information regarding participation by MBE's and FBE's within 30 days after a request by the Office of Contract Compliance.

Buckhead CID acknowledges and agrees that the Department has set an annual aggregate 12% Disadvantaged Business Enterprise goal for all federal aid highway projects. Buckhead CID acknowledges and agrees that it will follow all applicable DBE requirements set by the Department and will be responsible for the submission of all reports required by the Department.

The level of minority and female enterprise participation required by the Department through its annual aggregate 12% Disadvantaged Business Enterprise goal for federal aid highway projects shall be credited fully for the purposes of the City of Atlanta's Equal Business Opportunity Program under the uniform certification process stated by the Department to be in effect for the purposes of the Project Agreement.

9.

INSURANCE AND BONDING

In the performance of this Agreement, Buckhead CID it is not anticipated by the parties that Buckhead CID will enter into any construction contracts as actual construction of the Project will be undertaken by the Department as provided by the

Project Agreement. However in the event Buckhead CID in the performance of this Agreement should need to enter into a construction contract, the following insurance and bonding provisions shall be applicable:

a. Insurance.

(1) During the entire term of this Agreement, Buckhead CID agrees to cause all Persons to maintain insurance required by the Project Agreement, and where applicable to obtain such insurance on its own behalf.

(2) Buckhead CID acknowledges and agrees that the minimum levels of insurance applicable to the Project are as follows: A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia; B. Public Liability Insurance in an amount of not less than $100,000 for injuries, including those resulting in death to any one person and in an amount of not less than $300,000 on account of any one occurrence and C. Property Damage Insurance in an amount of not less than $50,000 from damages on account of any occurrence, with an aggregate limit of $100,000 and that this minimum level of coverage shall be specified in any contract to be paid from funds allocated by this Agreement, provided however that the public liability insurance for injuries, including those resulting in death to any one person, shall be increased to $500,000 per occurrence. Said insurance shall be maintained in full force and effect during the term of the Agreement and until final completion of the Project.

(3) The City shall be named as an additional insured in each policy related to the Project.

(4) The cancellation of any policy of insurance required by this Contract shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Official Code of Georgia Annotated.

(5) At the time of the execution of any contract to be paid from funds allocated by this Agreement, Buckhead CID agrees to cause each Person to furnish to the City a Certificate of Insurance showing required coverage.

(6) Buckhead CID agrees to indemnify the City from any losses arising from its failure to obtain and keep in force any policy of insurance or the failure of any Person to obtain and keep in force any policy of insurance.

b. Bonding-Construction contracts.

(1) At the time of the execution of any construction contract to be paid from funds allocated by this Agreement, Buckhead CID agrees to cause each Person to furnish the City with a performance bond equal to 100% of the contract price and a payment bond equal to 110% of the contract price.

(2) Each payment and performance bond obtained by any party providing construction materials or construction services under this Agreement shall name the City of Atlanta as a co-obligee.

(3) All performance bonds and payment bonds required under the Project Agreement shall be in a form acceptable to the City and shall be approved by the City's Risk Manager prior to the execution of any construction contract with any Person.

(4) The Person executing the performance bonds and payment bonds on behalf of the surety will file with the bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of the surety.

(5) Buckhead CID agrees to indemnify the City from any losses arising from the failure of any construction contractor to obtain and keep in force any payment or performance bond.

(6) Buckhead CID agrees to specifically provide in all construction contracts or agreements that the specific obligations set forth in this paragraph shall be binding on all Persons.

10.

CITY'S RIGHT OF INSPECTION

Prior to the later of: (i) the Department's return to City of a fully executed Certification of Final Acceptance; or (ii) the completion of the Final Audit, if required, by the Department or FHWA or designee, the City, the Department and FHWA shall have the right to inspect any part of the work which is the subject of this Agreement, at any time. Within this specified time period, inspectors or designees from the City, the Department and FHWA are given the right of entry to all work sites at any time and all office sites during business hours and upon reasonable notice to conduct inspections of the Project and the associated records as deemed necessary. Buckhead CID shall provide in all contract or agreements relating to the Project that the right of entry and inspection given, by Buckhead CID in this Agreement shall be binding on all sub-contractors of whatever tier, regardless of whether such sub-contractor has a contract with Buckhead CID. Within this specified time period, this right of entry and inspection shall include the right to inspect and audit all books and records of Buckhead CID or of any sub-contractors, which reasonably relate to this Agreement.

PAYMENT OF INVOICES

a. Buckhead CID agrees and understands that the Project Agreement states that GDOT will only disburse funds to the City and that the terms of Resolution 04-R-0145 which authorized this Agreement do not allow the City to disburse any of its own funds for any of the work on the Project.

b. The City shall submit to the Department a monthly report (based on calendar months) which describes the progress which was accomplished in the previous month, anticipated work to be done during the next month and any problems encountered or anticipated (the "Monthly Report").

(1) The preparation and presentation to the City of a proposed form of the Monthly Report, which the City shall submit to the Department, is the sole responsibility of Buckhead CID. The proposed form of the Monthly Report shall be transmitted to the City no later than the 30th of every month or the next business day thereafter in the event that the 30th falls on Saturday, Sunday or a legal holiday.

(2) The City shall, within three business days of receipt of a submission of a proposed Monthly Report, submit the same to the Department, but the City, without the approval of Buckhead CID, shall have the right to add comments or other material. Buckhead CID agrees that only the City may submit the Monthly Report to the Department. At the same time the Monthly Report is submitted to the Department, the City shall provide a copy to Buckhead CID.

c. Buckhead CID agrees and understands that the Department will only pay to the City in proportion to the percentage of work completed for each phase of the work and will only make such payments after the receipt and review of a voucher certified by the City

(1) The City agrees to receive proposed vouchers prepared by Buckhead CID and when the City is satisfied that the work is within the terms and conditions of the Project Agreement certify the voucher and transmit it to the Department, provided that the City shall not submit more than one voucher to the Department for any calendar month. At the same time a voucher is submitted to the Department, the City shall provide a copy to Buckhead CID.

(2) The City agrees to undertake its best efforts to verify whether it can certify the voucher proposed by Buckhead CID within five (5) business days of the receipt of a proposed voucher. The City agrees to notify Buckhead CID of any part of the proposed voucher that will not be certified and to undertake discussions as to what steps Buckhead CID must undertake so that the City can agree to certify the part of the proposed voucher which is not submitted.

(3) After its five (5) day review period, the City agrees to submit to the Department, on the next business day, all parts of the voucher which it is willing to certify. Buckhead CID agrees that only the City may submit vouchers to the Department.

(4) The preparation and presentation to the City of the documents which will comprise a voucher is the sole responsibility of Buckhead CID.

(5) Upon the receipt of payment from the Department for the work submitted in a certified voucher, the City agrees to remit such funds to Buckhead CID as soon as the transfer of the funds can be arranged, but in no case, no later than the second business day after receipt.

d. Buckhead CID acknowledges and agrees that the Department will only make a final payment to the City if the City agrees that the acceptance of the final payment is in full and final settlement of all claims arising against the Department for work done, materials furnished, costs incurred or other matters arising from the Project Agreement. Buckhead CID further acknowledges and agrees that the Project Agreement states that the acceptance of the final payment by the City shall release the Department from any and all further claims of whatever nature, whether known or unknown, for and account of the Project Agreement and for any and all work done, and labor and materials furnished, in connection with the Project Agreement. Buckhead CID acknowledges and agrees that the City will only request the final payment from the Department on the condition that Buckhead CID shall release the City from any and all further claims of whatever nature, whether known or unknown, for and account of this Agreement and/or the Project Agreement and for any and all work done, and labor and materials furnished, in connection with this Agreement and/or the Project Agreement.

e. Buckhead CID acknowledges and agrees that the Department will only make a final payment to the City if the City will allow the examination and verification of the costs of the Project by the Department's s representative's review of books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project as maintained by Buckhead CID. Such records shall be made available to the Department and any reviewing agency designated by the Department

during the Project and for a period of three years from the date of final payment. If the Department's examination of the cost records result in unallowable expenses, Buckhead CID understands and agrees that they shall be responsible for reimbursing the City for the full amount of such disallowed expenses immediately upon the City's reimbursement of the Department, if the amount of such unallowable expenses has not already been paid to the City in anticipation of the City's payment to the Department.

12.

INDEMNIFICATION

Buckhead CID acknowledges that the Project Agreement between the Department and the City which provides for the construction of those improvements described in the Project Agreement obligates the City to the Department in several respects and Buckhead CID agrees to the maximum extent allowed by law to assume all of the obligations and responsibilities of the City under the Project Agreement except where the City specifically assumes an obligation or responsibility under this Agreement. Buckhead CID further agrees to indemnify the City with respect to any and all claims, losses or expenses which the City may incur with respect to those obligations or responsibilities which Buckhead CID has agreed to assume including any subsequent obligations or responsibilities which may be imposed on the City by the Department under the Project Agreement. The language of this general assumption of obligation and responsibility and general indemnity shall not be construed to waive or supersede any previous language of this Agreement which more specifically describes any other assumption of responsibility or obligation or indemnification, but shall be construed to supplement those specific assumptions of responsibilities and obligations or indemnifications. The language of this general assumption of responsibility or obligation and general indemnity shall be construed in the broadest sense to include all parts of the Project Agreement under which Buckhead CID has assumed any responsibility or obligation and includes as a part of the indemnity, an Agreement by Buckhead CID to reimburse the City for the payment of all claims, expenses, costs arising from or in respect to the Project Agreement, regardless whether such claims, expenses or costs arise from or in respect to, 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 the Project Agreement, construction delays, personal injury, injuries to property or any other type of claim expense or cost.

a. Buckhead CID acknowledges and agrees that this general indemnity includes the possibility that federal funds may be disapproved for reasons not relating to actual construction of the Project, including without limitation, the procurement process, the requirements related to record keeping, and the final audit of the Project

b. Buckhead CID acknowledges and agrees that this general indemnity provided by this Agreement shall survive its termination.

NOTICES TO THE PARTIES

The City appoints as its designated representative for the receipt of notices, submittals, or other communications, Charles C. Graves, the Commissioner of the Department of Planning and Community Development, or any successor, whose address for the purpose of this Agreement shall be:

Charles C. Graves
Commissioner of Planning and Community Development
Atlanta City Hall
55 Trinity Avenue, S.W, Suite 1450,
Atlanta, GA, 30335
404-330-6070

with a copy to:

David E. Scott
Commissioner of Public Works
Atlanta City Hall
55 Trinity Avenue, S.W, Suite 4700
Atlanta, GA, 30335
404-330-6240

Buckhead CID appoints as its designated representative for the receipt of notices, submittals, or other communications, Scotty Greene whose address for the purpose of this Agreement shall be:

Mr. Scotty Greene, Executive Director
Buckhead Community Improvement District
3340 Peachtree Road, N.E., Suite 230
Atlanta, Georgia 30326
404-842-2686

All notices, submittals or other communications shall be made to the designated representative in writing and delivered by: (a) hand delivery at the address indicated herein; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by Facsimile immediately followed by a confirmation call. The day upon which such notice is hand delivered or faxed and confirmed shall be deemed the date of service of such notice if delivered by such means. The date of signature on the Return Receipt or the date of refusal shall be deemed the date of service of such notice if delivered by United States Certified Mail. Either party may change its designated representative by notice to the other as provided herein or may name other persons as sub-designees for the receipt of specific types of materials, such as engineering plans, blueprints or other

voluminous documents, provided however that the designated representative shall always receive a simultaneous notice describing the type material which is sent to any sub-designee

14.

COMPLIANCE WITH CITY ORDINANCES

It is specifically agreed that none of the terms of this Agreement excuse, modify or waive compliance with any City ordinance.

15.

PERMITS AND LICENSES

Buckhead CID shall obtain, at its own expense, all application for permits not previously provided by the City and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the services called for by this Agreement.

16.

GENERAL PROVISIONS OF THIS AGREEMENT

a. The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease or reference, and shall be disregarded in the construction of this Agreement.

b. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

c. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

d. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

e. The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.

f. Any agreement between Buckhead CID and any other Person shall specify that the City shall have the right to enforce the terms of the agreement without the consent of Buckhead CID and that the obligations of any Person under any agreement with Buckhead CID shall survive the termination of the existence of this Agreement and/or the termination of the existence of Buckhead CID.

17.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements and constitutes the full, complete and entire agreement between the parties with respect to the terms of the Agreement; no member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed the seals.

BUCKHEAD COMMUNITY IMPROVEMENT DISTRICT

By:_____

Attest: _____

SIGNATURES CONTINUE ON NEXT PAGE

CITY OF ATLANTA

Rhonda Dauphin Johnson
Municipal Clerk (Seal)

By: Shirley Franklin
Shirley Franklin, Mayor

RECOMMENDED

Commissioner, Department of
Planning & Community Development

Commissioner, Department of
Public Works

APPROVED

Chief Financial Officer

APPROVED AS TO FORM

SR. ASST. City Attorney

CITY COUNCIL
ATLANTA, GEORGIA

04-R-0145

A RESOLUTION

BY FINANCE EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BUCKHEAD COMMUNITY IMPROVEMENT DISTRICT FOR THE ACCEPTANCE OF GRANTS FUNDING THE CITY'S PARTICIPATION IN CERTAIN INTERGOVERNMENTAL AGREEMENTS WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY IN CONNECTION WITH THE TRANSPORTATION IMPROVEMENT PROGRAM FOR THE PEACHTREE ROAD CORRIDOR; AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENTS NECESSARY TO IMPLEMENT SUCH PROGRAM SUBJECT TO THE GRANT AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta desires to obtain the maximum benefit from funding made available under the region's Regional Transportation Plan (RTP), the Transportation Improvement Program (TIP) and/or the State Transportation Improvement Program (STIP) programming process; and

WHEREAS, a specific program of funding has been identified by the Georgia Department of Transportation as Project MSL- 0004-00(689), P.I. No. 0004689 the Peachtree Road Corridor Project, Project Phase-1, Project Phase-2 and Project Phase-3 (inclusive of PI # 731570, 731560 & 731580) (hereinafter referred to as the "Project"); and

WHEREAS, the Georgia Regional Transportation Authority (hereinafter referred to as "GRTA") has worked cooperatively with the City, the Georgia Department of Transportation (hereinafter referred to as "GDOT") and Buckhead Community Improvement District (hereinafter referred to as "Buckhead CID") and prepared a funding plan for the Peachtree Road Corridor Project through which capital funding will be provided through a State bond program to assist in the implementation of said Project and other Land Transportation Projects; and

WHEREAS, the Project is approved as eligible for funds if the City can provide 20% in matching funds to the Georgia Department of Transportation; and

WHEREAS, matching funding for the Project may only be available for a limited period of time before the matching funds in question may be subject to program changes and allocation to other programs; and

WHEREAS, the City wishes to enter into a Local Government Project Agreement with the Georgia Department of Transportation in order to allow the City to utilize the funding programmed to the Peachtree Road Corridor Project but currently lacks the funding to allocate the amount necessary to meet the 20% local government match; and

WHEREAS, Buckhead CID has committed to the City that it is willing to enter into a contract with the City to provide funding to the City in an amount equal to the 20% local government match required of the City so that the City can enter into a Local Government Project Agreement with the Georgia Department of Transportation in order to allow the City to utilize the funds presently programmed to the Peachtree Corridor Project; and

WHEREAS, the City wishes to accept the grant from Buckhead CID in an amount equal to the 20% local government match required of the City to fund the City's commitment under the Local Government Project Agreement with the Georgia Department of Transportation and any amounts required to be paid in connection with the Contract for Acquisition of Right of Way in order to allow the City to utilize the funds presently programmed to the Peachtree Road Corridor Project.

NOW THEREFORE, be it resolved by the Council of the City of Atlanta as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, a Local Government Project Agreement ("LGPA") with the Georgia Department of Transportation, substantially in the form attached as Exhibit A, which will allow the City to provide the local match funding for a transportation improvement project which has been identified by the Georgia Department of Transportation as MSL-0004-00(689), P.I. No. 0004689 the Peachtree Road Corridor Project, Project Phase-1, Project Phase-2 and Project Phase-3 (inclusive of PI # 731570, 731560 and 731580) in order to obtain from the Georgia Department of Transportation the matching federal funds for the construction of the project, provided however that after signing of the LGPA, the City's local match is funded by grants from third parties and no City funds are committed to the project. The City, at its sole discretion, and after further action of this Council, may direct Quality of Life funding to the Peachtree Road Corridor Project but is under no obligation to do so by virtue of this Resolution.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta an Intergovernmental Agreement Relating to Land Transportation Projects with the Georgia Regional Transportation Authority and the Georgia Department of Transportation, substantially in the form attached as Exhibit B, which will provide for capital funding through a State bond program to assist in the implementations of the Peachtree Road Corridor Project, MSL-0004-00(689) P.I. No. 0004689 and will also provide for the respective roles and responsibilities of each of the parties to said agreement concerning implementation of the Project, provided however that no City funds are committed to the project.

Section 3. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta a Contract for Acquisition of Right of Way with the Georgia Department of

Transportation which will provide for the terms under which any rights of way are to be acquired by the City in order for the construction of the Project to proceed, substantially in the form attached as Exhibit C.

Section 4. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, an agreement with Buckhead CID which will specify the terms on which Buckhead CID will provide and the City will accept a grant equal to the amount of the 20% local government matching funds for the purpose of funding the City's local match obligation for a portion of MSL-0004-00(689) P.I. No. 0004689, Peachtree Road Corridor Project, Project Phase-1, Project Phase-2 and Project Phase-3 (inclusive of P.I. No. 731570, 731560 and 731580) substantially in the form as attached as Exhibit D, provided however that any terms which bind the City to repayment of all or any part of the grant from Buckhead CID must be approved by further action of this Council. In addition the grant agreement shall provide the role and responsibility of Buckhead CID relative the those roles and responsibilities assumed by the City by virtue of the City's execution of the Intergovernmental Agreement Relating to Land Transportation Projects and the Contract for the Acquisition of Right of Way. After the signing of the grant agreement, no further action of the Council is necessary before any part of the grant is accepted or the terms of the agreement may be acted upon or fulfilled by the City or Buckhead CID.

Section 5. The City Attorney be and hereby is directed to negotiate, prepare and/or review the agreements necessary to effect the intent of this resolution provided that such agreements are in compliance with the conditions set forth herein.

A true copy,
Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council FEB 02, 2004
APPROVED by the Mayor FEB 10, 2004

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/Executive Committee

Caption: AN ORDINANCE AMENDING THE 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUNDS RECEIVED FROM THE BUCKHEAD COMMUNITY IMPROVEMENT DISTRICT ("BCID") IN THE AMOUNT OF TWO HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS ($246,794.00), FOR THE PURPOSE OF RELOCATING UTILITIES FOR THE PEACHTREE CORRIDOR PROJECT; AND FOR OTHER PURPOSES.

Council Meeting Date: April 19, 2010

Requesting Dept.: Department of Public Works

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to amend the 2010 (Intergovernmental Grant Fund) Budget and add to anticipations and appropriations funds received from the Buckhead Community Improvement District in the amount of $246,794.00, to relocate utilities for the Peachtree Corridor Project.

2. Please provide background information regarding this legislation.

3. <u>If Applicable/Known:</u>

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc):

(b) Source Selection:

(c) Bids/Proposals Due:

(d) Invitations Issued:

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract:

4. Fund Account Center:

5. Source of Funds:

6. Fiscal Impact:

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Rita Braswell

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE **ATTN: CANDACE BYRD**

Dept.'s Legislative Liaison: **Rita Braswell**

Contact Number: **(404) 330-6240**

Originating Department: **Department of Public Works**

Committee(s) of Purview: **Finance/Executive Committee**

Chief of Staff Deadline: **February 23, 2010**

Anticipated Committee Meeting Date(s): **March 31, 2010**

Anticipated Full Council Date: **April 19, 2010**

Legislative Counsel's Signature: **Saul Schultz**

Commissioner Signature:

Chief Procurement Officer Signature:

CAPTION

AN ORDINANCE AMENDING THE 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUNDS RECEIVED FROM THE BUCKHEAD COMMUNITY IMPROVEMENT DISTRICT ("BCID") IN THE AMOUNT OF TWO HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS ($246,794.00), FOR THE PURPOSE OF RELOCATING UTILITIES FOR THE PEACHTREE CORRIDOR PROJECT; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____ (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office: 2.23.10 (date) Reviewed by: _____ (date)

Submitted to Council: _____