

**12- R -0390**

(Do Not Write Above This Line)

AN RESOLUTION BY  
CITY UTILITIES COMMITTEE

AUTHORIZING THE MAYOR, OR HIS  
DESIGNEE, TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF ATLANTA AND  
FULTON COUNTY FOR THE DESIGN, RIGHT  
OF WAY, UTILITY RELOCATION AND  
CONSTRUCTION OF PUBLIC FACILITIES  
WITHIN BOTH THE CITY OF ATLANTA AND  
UNINCORPORATED FULTON COUNTY  
WITHIN THE DANFORTH ROAD SIDEWALK  
IMPROVEMENTS PROJECT LIMITS; AND  
FOR OTHER PURPOSES.

ADOPTED BY  
APR 16 2012

CONSENT REFER  
REGULAR REPORT REFER  
ADVERTISE & REFER  
1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER  
PERSONAL PAPER REFER  
COUNCIL

Date Referred  
Referred To:  
Date Referred  
Referred To:  
Date Referred:  
Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

Committee CU  
Date March 23 2012  
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

Refer To \_\_\_\_\_

Committee

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

Members

Refer To \_\_\_\_\_

FINAL COUNCIL ACTION  
 2<sup>nd</sup> Reading  
 1<sup>st</sup> & 2<sup>nd</sup> Reading  
 Consent  V Vote  RC Vote  
 3<sup>rd</sup> Reading

CERTIFIED  
APR 16 2012  
ATLANTA CITY COUNCIL PRESIDENT  
[Signature]

CERTIFIED  
APR 16 2012  
MAYOR'S ACTION  
[Signature]

APPROVED

APR 25 2012

WITHOUT SIGNATURE  
BY OPERATION OF LAW



CITY COUNCIL  
ATLANTA, GEORGIA

A RESOLUTION  
BY CITY UTILITIES COMMITTEE

12- R -0390

**AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ATLANTA AND FULTON COUNTY FOR THE DESIGN, RIGHT OF WAY, UTILITY RELOCATION AND CONSTRUCTION OF PUBLIC FACILITIES WITHIN BOTH THE CITY OF ATLANTA AND UNINCORPORATED FULTON COUNTY WITHIN THE DANFORTH ROAD SIDEWALK IMPROVEMENTS PROJECT LIMITS; AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to the Constitution of the State of Georgia, *Ga. Const. Art. IX, § III, Para. I* (2011), Fulton County ("County") and the City of Atlanta ("City") have the authority to contract with each other to provide services that will benefit both parties; and

**WHEREAS**, the City desires to provide a safe and pedestrian friendly corridor along Danforth Road, S.W., from New Hope Road to Reunion Place; and

**WHEREAS**, this corridor lies partly within the Atlanta City limits and within unincorporated Fulton County; and

**WHEREAS**, the City entered into a Project Framework Agreement ("PFA") with the Georgia Department of Transportation ("GDOT") for the Danforth Road Sidewalk Improvements Project ("Project"), CM000-00BK 00(042); P.I. No. 762527 (Exhibit A) pursuant to Resolution 09-R-2058 adopted by the City Council on December 7, 2009, and approved by the Mayor on December 15, 2009; and

**WHEREAS**, the City, being the local sponsor of the Project under the PFA, has agreed to contribute to the Project by funding all or certain portions of the project costs, including design, right-of-way acquisitions, utility relocations and construction; and

**WHEREAS**, the City of Atlanta and Fulton County desire that a new pedestrian corridor be designed and constructed along their shared jurisdictional boundaries within the Danforth Road Sidewalk project limits as more specifically displayed on the map attached hereto as Exhibit "B"; and

**WHEREAS**, the Parties desire to enter into an Intergovernmental Agreement to establish the defining terms and conditions of the parties for the design, right-of-way, utility relocation, construction, and reimbursement of public facilities for the Project that falls within the Fulton County jurisdiction, as outlined and set forth in the Agreement (Exhibit C).



**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES** that the Mayor, or his designee, is authorized to execute an Intergovernmental Agreement to provide design, right-of-way, utility relocation, construction, and reimbursement of public facilities for the Danforth Road Sidewalk Improvement Project as outlined in the Intergovernmental Agreement (Exhibit C).

**BE IT FURTHER RESOLVED,** that the City Attorney is hereby directed to prepare and/or review the Intergovernmental Agreement to carry through the intent of this resolution and in compliance with the conditions set forth herein.

**BE IT FURTHER RESOLVED,** that the Intergovernmental Agreement will not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to the County.

**BE IT FURTHER RESOLVED,** that all funds collected and expenses incurred by DPW will be deposited to and paid from: Fund XXXX (Intergovernmental Funds – Fulton County) Account 3432100 (Capital Improvement) 5414002 (Facilities Other Than Buildings) Project 13110260 (Danforth Rd Sidewalk Improvements) Department 130308 (DPW Transportation Design) 4270000 (Traffic Engineering) 13110260 1\*\* \*\*\*\*\* 5414002 COA.

**BE IT FINALLY RESOLVED,** that all resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

A true copy,

*Rhonda Dauphin Johnson*  
Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

APR 16, 2012  
APR 25, 2012



Vance C. Smith, Jr., Commissioner



**EXHIBIT A**  
OFFICE OF THE MAYOR

JAN 26 2011  
GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

January 18, 2011

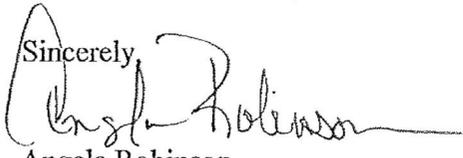
The Honorable Kaseem Reed, Mayor  
City of Atlanta  
55 Trinity Avenue, S.W.  
Suite 2400  
Atlanta, Georgia 30303

Dear Mayor Reed:

I am returning for your files a copy of an executed agreement between the Georgia Department of Transportation and the City of Atlanta for the following project:

**PROJECT#: CM000-00BK-00(042) Fulton County, P.I. #762527-**

We look forward to working with you on the successful completion of the joint project.  
Should you have any questions, please contact the Project Manager Mike Lobdell at (770)986-1257.

Sincerely,  
  
Angela Robinson,  
Financial Management Administrator

AR: rm

Enclosure

- c: Bob Rogers
- Bryant Poole – District 7
- Mac Cranford – District 7
- Jonathan Walker – District 7
- Jeff Baker – Utilities





AGREEMENT

**DO NOT OBLIGATE**

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

THE CITY OF ATLANTA

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this 28<sup>th</sup> day of December, 2010, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF ATLANTA, acting by and through its Mayor and City Council or Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT 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; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT shall by following the procedures in the DEPARTMENT's Local Administered Project Manual contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE", reimburseable utility relocations, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.



2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, utility relocations or construction as specified in Attachment A.

3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to Right of Way or Construction when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancelation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

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

5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere



to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for right of way or construction, as applicable.

6. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

7. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", 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 Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:

a. Prepare the PROJECT Concept Report and Design Data Book 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 LOCAL GOVERNMENT as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations, utility conflicts, or right of way considerations.

b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM)



peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.

c. Prepare environmental studies, documentation, reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act or the Georgia Environmental Protection Act as per the DEPARTMENT'S Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings



include, but are not limited to, concept, field plan reviews and value engineering studies.

d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.

e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

g. Prepare the storm water drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydraulic Study or drainage design.

h. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as



"PPG", for all phases of the PDP. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

i. Prepare PROJECT cost estimates for construction, Right of Way and Utility relocation along with a Benefit Cost, hereinafter referred to as "B/C ratio" at the following project stages: Concept, Preliminary Field Plan Review, Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates and B/C ratio shall also be updated yearly if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates and B/C ratio may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

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

k. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.



I. Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course and Local Administered Project Training. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

8. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of design services and in accordance with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

9. 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 PPG and Electronic Data Guidelines.

10. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed



approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

11. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

12. The LOCAL GOVERNMENT 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 Manager and the District Utilities Engineer and require any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined through the DEPARTMENT's Project Manager and Utility Office during the concept or design phases the need to utilize Subsurface Utility Engineering to locate existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. Subsurface Utility Engineering costs are considered PE costs. The LOCAL GOVERNMENT shall certify that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts are included in the plans 2 months prior to advertising the PROJECT for bids.



13. The LOCAL GOVERNMENT shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

14. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is \$10 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL GOVERNMENT shall provide responses to the study recommendations indicating whether they will be implemented or not. If not, a valid response for not implementing shall be provided. Total project costs include PE, right of way, utility relocation and construction.

15. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way 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. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State



or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 2 months prior to advertising the PROJECT for bids.

16. The DEPARTMENT unless otherwise shown in Attachment "A" shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:

- a. Submittal of acceptable PROJECT PE activity deliverables noted in this agreement.
- b. Certification that all needed rights of way have been obtained and cleared of obstructions.



c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.

d. Certification that all Utility facilities, existing and proposed, within the PROJECT limits are shown and any conflicts have been resolved.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements stated in Chapter 10 of the DEPARTMENT's Local Administered Project Manual.

17. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

18. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by 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 LOCAL GOVERNMENT.



19. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT to address the errors or deficiencies within 30 days shall cause the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law 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 LOCAL GOVERNMENT pursuant to this Agreement.

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 LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF TRANSPORTATION

CITY OF ATLANTA

BY: Tava C. Smith Sr.  
COMMISSIONER

BY: Kasim Reed (SEAL)  
MAYOR KASIM REED

Signed, sealed and delivered this day of 3/18, 2010 in the presence of

ATTEST:  
Kathleen P. Pfuner  
Treasurer

Marilyn R. Britt  
NOTARY PUBLIC



ATTEST:  
Foris Webb III  
MUNICIPAL CLERK

FORIS WEBB III  
DEPUTY MUNICIPAL CLERK

APPROVED AS TO FORM:

[Signature]  
City Attorney

FEIN 58-6000511

RECOMMENDED:

[Signature]  
Chief Financial Officer

[Signature]  
Commissioner, Department of Public Works



**ATTACHMENT "A"**  
**Project Number: CM000-00BK-00(042) – The City of Atlanta**

Project (PI#, Project #, Description)	Work Type	Preliminary Engineering		Right of Way			Construction		Utility Relocation Funding by
		Funding	PE Activity by	*Funding of Real Property	Acq- by	Acq- Fund by	*Funding	Letting by	
PI # 762527, CM000-00BK-00(042) CR 1393/DANFORTH RD FM NEW HOPE RD TO REGENCY CENTER DR.	SIDE WALKS	100% LOCAL GOV.	LOCAL GOV.	100% LOCAL GOV.	LOC. GOV	LOC. GOV.	(80%) FEDERAL (\$652,800) (20%) LCL GOV (\$163,200) >(\$816,000) 100% Local Gov.	LOC. GOV.	LOCAL GOV.

**Note:** Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. \*R/W and Construction amounts shown are estimates for budget planning purposes only.



**ATTACHMENT "B"**  
**762527 – The City of Atlanta**

**Proposed Project Schedule**

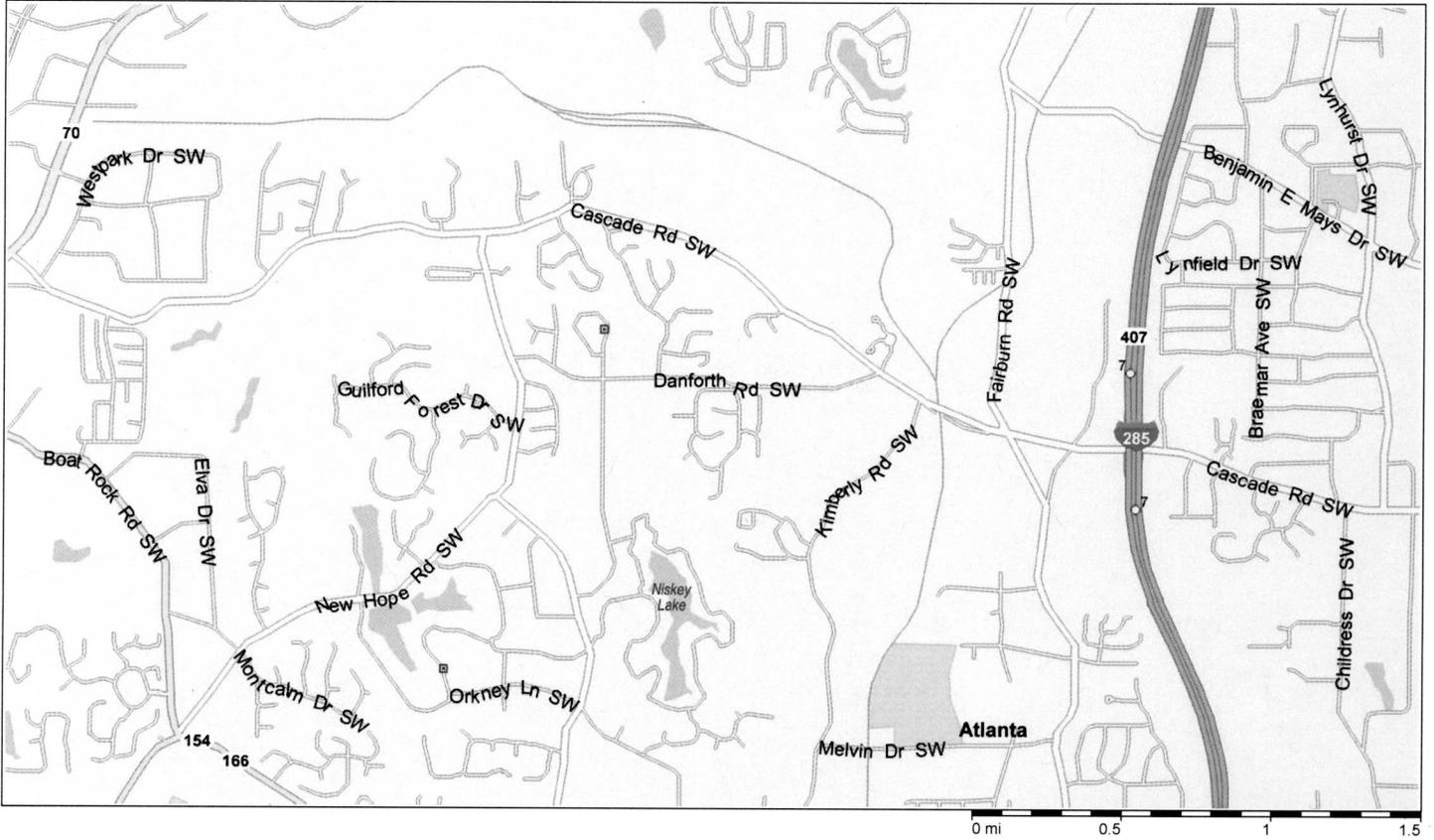
<b>Environmental Phase</b>						
<b>Concept Phase</b>						
<b>Preliminary Plan Phase</b>						
<b>Right of Way Phase</b>						
<b>Deadlines for Responsible Parties</b>	<b>Execute Agreement</b>	<b>12-10</b> Month/Year (Approve Concept)	<b>11-09</b> Month/Year (Approve Env. Document)	<b>1-11</b> Month/Year (Authorize Right of Way funds)	<b>10-12</b> Month/Year (Authorize Const. funds)	

**Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.



Atlanta, Georgia, United States



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STATE OF GEORGIA  
COUNTY OF FULTON

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between FULTON COUNTY, Georgia, a subdivision of the State of Georgia (the "County") and the CITY OF ATLANTA, Georgia, a municipal corporation of the State of Georgia (the "City"); and the County and the City being collectively referred to as ("Parties"), each of whom has been duly authorized to enter this agreement.

### WITNESSETH:

**WHEREAS**, pursuant to the Constitution of the State of Georgia, *Ga. Const. Art. IX, § III, Para. 1* (2011), the County and City have the authority to contract with each other to provide for, *inter alia*, the design, right of way, utility relocations, and construction of public facilities that will benefit both parties; and

**WHEREAS**, Danforth Road, S.W., from New Hope Road to Reunion Place lies jointly within the jurisdiction of the County and the City; and

**WHEREAS**, the City desires to provide a safe and pedestrian friendly corridor along Danforth Road, S.W. and has, pursuant to Resolution 09-R-2058, adopted by the City Council of the City of Atlanta on December 7, 2009, and approved by the Mayor of the City on December 15, 2009, entered into a Project Framework Agreement ("PFA") with the Georgia Department of Transportation ("GDOT") for the Danforth Road Sidewalk Improvements Project, CM000-00BK 00(042); P.I. No. 76257 (the "Project"); and

**WHEREAS**, the City, being the local sponsor of the Project under the PFA, has agreed to contribute to the Project by funding all or certain portions of the project costs, including design, right-of-way acquisitions, utility relocations and construction; and

**WHEREAS**, certain areas of Danforth Road lie solely within the jurisdiction of the County; and

**WHEREAS**, the Parties desire that a new pedestrian corridor be designed and constructed on the shared boundaries of Danforth Road as more specifically designated by the PFA; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the rights and responsibilities of the Parties with respect to the design, rights-of-way acquisition, utility relocations, and construction of the sidewalk improvements on Danforth Road from New Hope Road to Reunion Place; and

**WHEREAS**, subject to the terms and conditions set forth herein, the County and the City agree to execute the Project as defined herein below.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:



## **Section 1. Statement of Agreement**

The County and the City hereby agree that each party will be responsible for and perform the obligations associated with the implementation of the Danforth Road Sidewalk Improvements Project, CM000-00BK 00(042); P.I. No. 76257 (the "Project") as defined in Section 2: Scope of Work.

## **Section 2. Scope of Work**

The Project consists of installation of Americans with Disabilities Act ("ADA") compliant sidewalks, wheelchair ramps, crosswalks, and drainage structures and piping as needed on Danforth Road, from New Hope Road to Regency Center Drive on both sides of the street, and from Regency Center Drive to the city limits (west of Reunion Place), on the south side of the street; right-of-way acquisition, and maintaining the 4-way stop at the corner of Danforth Road and New Hope Road.

## **Section 3. Project Obligations**

**3.1 Design:** the City shall assume the responsibility for one hundred percent (100%) of the design services performed on the Project. The City shall manage, through its design consultant, the design and engineering of the Project. The City's design consultant will conduct the design services for the entire Project, including the areas lying solely within the jurisdiction of the County. The City shall submit all design drawings, plans and specifications to the County for review and approval, which review the County shall provide in accordance with the project schedule so as not to delay completion of the Project.

**3.2 Rights-of-Way, and Utility Relocation:** Each party shall be responsible for the required acquisition of rights-of-way and easements, as well as the coordination and/or relocation of all utility work as specified in the approved engineering drawings within its respective jurisdiction. The City of Atlanta shall certify all right-of-way for the Project. The services provided in Appendix A for right-of-way, and utility relocation are cost estimates only, with final costs for each to be presented at completion of the design phase of the Project. See estimated cost breakdown in Appendix A.

**3.3 Construction:** The Parties agree and understand that the City, as project sponsor, will bid the construction contract for the entire Project, including the areas lying solely within the jurisdiction of the County. The County hereby consents to and authorizes the City, its representatives, authorized agents and subcontracted parties to enter upon and into the County's property and current rights-of-way and easements for the purpose of constructing the Project in accordance with the plans and the terms of this Agreement. The construction of the Project shall be completed in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state, and local permits, ordinances, building codes, procedures rules and regulations and in substantial conformity with the approved plans and this Agreement.

## **Section 4. Compensation and Payment**

The Parties agree and understand that under the terms of the aforementioned PFA, GDOT will contribute federal funding for eighty percent (80%) of the construction costs of the Project in an amount not to exceed Six Hundred Fifty Two Thousand Eight Hundred Dollars (\$652,800.00). Upon the City's execution of an appropriately bid construction contract, the County shall be responsible for and shall reimburse the City for the full amount exceeding the



federal contribution for the construction of the portions of the Project within its jurisdiction. See estimated cost breakdown in Appendix A. The Parties further agree and understand that the County will pay all invoices submitted by the City for reimbursement for each completed phase of the Project.

#### **Section 5. Time of Performance**

The Parties shall commence the performance of their obligations no later than (30) calendar days after executions of this Agreement by each of the parties.

#### **Section 6. Term of Agreement**

1. The term of this Agreement shall commence upon the execution of this agreement and shall terminate either five (5) years from the date of execution or at such time as the design, rights of way, utility relocation and construction of the project listed herein have been completed and fulfilled.

#### **Section 7. Miscellaneous Provisions**

7.1. **Entire Agreement; Amendment; Waiver; Counterparts.** This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto. Waiver of any term or condition of this Agreement shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

7.2. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, executors and assigns.

7.3. **Severability.** In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

7.4. **Notices.** Notices and reports described herein shall be delivered or sent to the parties as follows:

As to the City of Atlanta, Georgia:  
Commissioner, Department of Public Works  
55 Trinity Avenue, SW Suite 4500  
Atlanta, Georgia 30303



As to Fulton County, Georgia:  
Angela Parker, Director  
Department of Public Works  
141 Pryor Street, Suite 6000  
Atlanta, Georgia 30303

7.5. **Governance.** This Agreement shall be governed by the laws of the State of Georgia.

7.6. **Default and Termination.** Fulton County or the City of Atlanta may terminate this agreement by providing the other party thirty (30) days written notice of their intent to terminate the agreement for failure to fulfill a material term of the agreement, provided that such party has not cured the default within the thirty (30) day period. Upon any such termination, the Parties acknowledge that either party may be required to terminate its agreements with Subcontracted Parties and that such termination may give rise to claims for termination expenses due from said Subcontracted Parties.

7.7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile shall be effective as delivery of a manually executed counterpart of this document.



IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

**FULTON COUNTY, GEORGIA**

ATTEST: \_\_\_\_\_  
Mark Massey  
Clerk to the Commission

By: \_\_\_\_\_  
John Eaves, Commission Chair  
Board of Commissioners

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Angela Parker, Director  
Department of Public Works

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of County Attorney

**CITY OF ATLANTA, GEORGIA**

By: \_\_\_\_\_ (Seal)  
Kasim Reed, Mayor

ATTEST:  
Municipal Clerk

RECOMMENDED:  
\_\_\_\_\_  
Commissioner, Department of Public Works

RECOMMENDED:  
\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

FEIN: 58-6000511

RCS# 1860  
4/16/12  
2:25 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I  
MONDAY, APRIL 16, 2012; EXCEPT 12-R-0451  
ADOPT

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 3  
EXCUSED: 0  
ABSENT 1

NV Smith	B Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	NV Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		04-16-12
ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	
1. 12-O-0298	38. 12-R-0416	
2. 12-O-0306	39. 12-R-0417	
3. 12-O-0307	40. 12-R-0418	
4. 12-O-0447	41. 12-R-0419	
5. 12-O-0459	42. 12-R-0420	
6. 12-O-0292	43. 21-R-0421	
7. 12-O-0206	44. 12-R-0422	
8. 12-O-0291	45. 12-R-0423	
9. 12-O-0235	46. 12-R-0424	
10. 12-O-0373	47. 12-R-0425	
11. 12-R-0196	48. 12-R-0426	
12. 12-R-0393	49. 12-R-0427	
13. 12-R-0394	50. 12-R-0428	
14. 12-R-0395	51. 12-R-0429	
15. 12-R-0396	52. 12-R-0430	
16. 12-R-0403	53. 12-R-0431	
17. 12-R-0404	54. 12-R-0432	
19. 12-R-0405	55. 12-R-0433	
20. 12-R-0406	56. 12-R-0434	
21. 12-R-0460		
22. 12-R-0461		
23. 12-R-0462		
24. 12-R-0463		
25. 12-R-0390		
26. 12-R-0441		
27. 12-R-0407		
28. 12-R-0456		
29. 12-R-0435		
30. 12-R-0436		
31. 12-R-0413		
32. 12-R-0414		
33. 12-R-0415		
34. 12-R-0467		
35. 12-R-0468		
36. 12-R-0469		
37. 12-R-0470		