COMMITTEE AMENDMENT FORM

DATE: 08/14/01

COMMITTEE CITY UTILITIES PAGE NUM. (S) 2

ORDINANCE I. D. #01-O- SECTION (S) 4

RESOLUTION I. D. #01-R-1216 PARA.

AMENDS THE LEGISLATION BY DELETING THE FUND, ACCOUNT AND CENTER NUMBERS AND REPLACING THEM WITH THE FOLLOWING FUND, ACCOUNT AND CENTER NUMBERS:
1C33 574001 M22F041692BA, 1C37 524001 M22F041692BA AND 1C37 574001 M22F041692BA

01-R-1216

A RESOLUTION BY
CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SPRING STREET VIADUCT OVER CSX AND SOUTHERN RAILROADS; AND FOR OTHER PURPOSES.

WHEREAS, the city of Atlanta has represented to the Georgia Department of Transportation a desire to improve the roadway facility along Spring Street as it crosses CSX and Southern Railroads currently described as Georgia Department of Transportation Project Numbers BHNLB-9073(16) and BRNLB-9073(18); and

WHEREAS, the Georgia Department of Transportation and the city of Atlanta entered into the original project agreement on August 11, 1998 for the purpose of defining the duties and responsibilities of each party to construct the project; and

WHEREAS, the Georgia Department of Transportation desires the city of Atlanta to enter into an agreement in lieu of the original agreement dated August 11, 1998; and

WHEREAS, the Georgia Department of Transportation has requested that the city of Atlanta participate in the completion of the project by providing pre-construction engineering services including design, surveying, and determination of right-of-way requirements and by providing for relocation of utilities; and

WHEREAS, the Georgia Department of Transportation will fund right-of-way acquisition for the project and will construct the proposed improvements; and

WHEREAS, the Georgia Department of Transportation has requested that the city of Atlanta provide continual maintenance of the improvements and roadway lighting within the project limits.

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

Section 1: That the Mayor be and is hereby authorized to enter into an appropriate Local Government Project Agreement for construction of Spring Street viaduct replacement over CSX and Southern Railroads, Project Nos. BHNLB-9073(16) and BRNLB-9073(18), P.I. Nos. 752086 and 752560.

Section 2: That the City Attorney be and is hereby directed to prepare an appropriate contractual agreement in cooperation with the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.

Section 3: That this agreement shall not become binding on the city of Atlanta and the city shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

Section 4: That all contracted work shall be charged to and paid from 1C33-774001-M22F041692BA, 1C37-724001-M22F041692BA, and 1C37-774001-M22F041692BA.

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

THE CITY OF ATLANTA

for

Spring Street over CSX Railroad and Spring Street at Southern RR

PI # 752086 and 752560

This AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **"DEPARTMENT"**, and THE CITY OF ATLANTA, GEORGIA, acting by and through its Mayor and City Council, hereinafter called the **"CITY".**

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the roadway facility along Spring Street as it crosses CSX and Southern Railroad in the city of Atlanta currently described as Georgia Department of Transportation Project Numbers BHNLB-9073(16) & BRNLB-9073(18), hereinafter referred to as the "**PROJECT**"; and

WHEREAS, the DEPARTMENT and the CITY heretofore on August 11, 1998 entered into an Agreement, hereinafter called the "ORIGINAL AGREEMENT" for the purpose of defining the respective duties and responsibilities of the parties in said "PROJECT"; and

WHEREAS, the DEPARTMENT and the CITY desire to enter into this agreement in lieu of the "ORIGINAL AGREEMENT" dated August 11, 1998; and

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in providing the preconstruction engineering activities needed for the improvements, relocating the utilities, and other costs as specified in the AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in the funding of the construction of the PROJECT with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as the **"FHWA"**, under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in the AGREEMENT.

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

1. All Primary Consultant firms hired by the CITY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the CITY with a list of prequalified consultant firms in the appropriate area-classes.

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

3. Both the CITY and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved STIP or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

4. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.

5. The CITY shall contribute towards the PROJECT by funding all cost for the preconstruction engineering (design). The preconstruction engineering activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the Plan Presentation Guide, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as **"AASHTO"**, the DEPARTMENT's Standard Specifications for the Construction of Transportation Systems, PROJECT schedules, Plan Presentation Guide and applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the CITY as provided for in paragraph 5b and approved by the DEPARTMENT. It is recognized by the parties that the approved concept may be modified by the CITY as required by the DEPARTMENT and reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, soil investigation, and existing pavement analysis studies needed for design of the PROJECT.

g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

h. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

i. Prepare traffic studies, preliminary construction plans, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including erosion control, traffic handling, and construction sequence plans and specifications including special provisions for the PROJECT.

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

k. Failure of the CITY to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds and the CITY shall then provide full funding for construction.

6. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.

7. Upon the CITY's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the DEPARTMENT shall fund the acquisition and acquire the necessary rights of way for the PROJECT. The CITY shall be responsible for making changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

8. The CITY shall be responsible for the design of the bridges crossing the CSX and Southern Railroads, which lay within the limits of this PROJECT. The CITY shall perform all necessary survey efforts regarding the design of the bridge and shall incorporate these plans into this PROJECT as a part of this Agreement.

9. The CITY shall be responsible for all utility relocation costs necessary for the construction of the PROJECT.

10. The CITY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT limits.

11. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the PROJECT limits.

12. The CITY shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

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

14. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and that certification that all needed permits for the PROJECT have been obtained by the DEPARTMENT, the DEPARTMENT shall let the PROJECT for construction. Except as provided herein and upon receipt of an acceptable bid, the DEPARTMENT shall bear all costs for construction, including all costs associated with inspection and materials testing during construction. The DEPARTMENT shall be solely responsible for securing and awarding the construction contract for the PROJECT.

15. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this agreement shall become the property of the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the CITY.

16. The CITY shall responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the CITY to address the errors or deficiencies within 30 days shall cause the CITY to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.

17. The CITY shall review and recommend all shop drawings for approval to the DEPARTMENT for approval by the DEPARTMENT.

18. 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. Following construction and final acceptance of the bridge, Spring Street will be removed from the state route system and all future maintenance of the structure will be the responsibility of the CITY.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

_____
State Urban Design Engineer

_____
Director of Preconstruction

_____
Chief Engineer

DEPARTMENT OF TRANSPORTATION

BY:_____
Commissioner.

ATTEST:

_____
Treasurer

Review as to Legal Form:

_____
Office of Legal Services

The City of Atlanta, Georgia

BY:_____
Mayor

Signed, sealed and delivered this_____ day of _____ 2001, in the presence of:

_____
Witness

_____
Notary Public

This Agreement approved by the _____ _____ Commission at a meeting held at _____ this _____day of_____, 2001.

_____
City Clerk

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

7/2/01

Commissioner's Signature

ATTN: Greg Pridgeon

Director's Signature

Originating Department: Public Works

Contact Person(s): Madelyn Grant x6368
Ladun Esan x6526

Committee(s) of Purview: City Utilities

Committee Deadline: 6/25/01

Committee Meeting Date(s): 7/10

Full Council Date: 7/16/01

CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SPRING STREET VIADUCT OVER CSX AND SOUTHERN RAILROADS; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

Authorizing the Mayor to execute a Local Government Project Agreement between the City and GADOT for the construction of the Spring Street Viaduct over CSX and Southern Railroads.

FINANCIAL IMPACT, if any:

Spring Street Viaduct

Mayor's Staff Only

Received by Mayor's Office 7/11/01

Reviewed By: _____

Submitted to Council: _____

Action By Committee: _____ Adverse _____ Held _____ Amended

_____ Substitute _____ Other _____