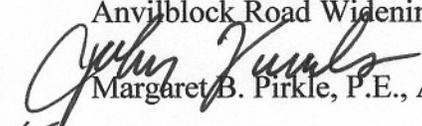


D.O.T. 66

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTERDEPARTMENT CORRESPONDENCE

FILE P. I. Nos. 771210 & 0004638, Clayton County **OFFICE** Preconstruction
STP-00MS(342) & MSL-0004-00(638)
Anvilblock Road Widening **DATE** July 13, 2005

FROM  Margaret B. Pirkle, P.E., Assistant Director of Preconstruction

TO  SEE DISTRIBUTION

SUBJECT APPROVED PROJECT CONCEPT REPORT

Attached for your files is the approval for subject project.

MBP/cj

Attachment

DISTRIBUTION:

Brian Summers
Harvey Keepler
Ken Thompson
Jamie Simpson
Michael Henry
Keith Golden
Joe Palladi (file copy)
Paul Liles
Babs Abubakari
Bryant Poole
BOARD MEMBER

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTERDEPARTMENT CORRESPONDENCE

FILE P.I. Nos. 771210 & 0004638), Clayton County **OFFICE** Preconstruction
 STP-00MS(342) & MSL-0004-00(638)
 Anvilblock Road Widening **DATE** June 27, 2005

FROM *John Pirkle*
 Margaret B. Pirkle, P.E., Assistant Director of Preconstruction

TO *David E. Studstill, Jr.*
 David E. Studstill, Jr., P.E., Chief Engineer

SUBJECT PROJECT CONCEPT REPORT

These combined projects are the widening and reconstruction of Anvilblock Road (CR 1350/118) from just east of I-675 to Allen Drive near the Clayton County line. Project STP-OOMS(342) will widen Anvilblock Road from just east of I-675 at MP 2.1, where the current 5 lane section ends, east to Bouldercrest Road at MP 1.3, a distance of 0.8 mile, and MSL-0004-00(638) will continue to Allen Drive, MP 0.0 near the county line for a distance of 1.3 miles. Intense residential development in this section of Clayton County as well as in northwest Henry County has driven a steady increase in traffic volumes along Anvilblock Road over the past decade as this development continues to use Anvilblock Road to gain access to and from I-675. The purpose of this project is to improve east-west mobility in the northeast corner of Clayton County and provide traffic congestion relief to Anvilblock Road, which is expected to carry over 30,000 vehicles by 2027.

The proposed construction will widen Anvilblock Road from 2 lane to 4 lanes with a 20' raised median, 16' urban shoulders, 5' sidewalks and a 6' grass strip between Grant Road just east of I-675 and Allen Drive near the Clayton County Line. An additional future project, ARC TIP number CLA 230C, will widen Anvilblock Road the remaining 0.4 mile to the intersection with Fairview Road in Henry County. Traffic control will consist of staged construction and allow for the roadway to remain open during construction.

Environmental concerns include requiring a Categorical Exclusion be prepared; a public hearing open house will be held; time saving procedures are not appropriate.

The estimated costs for these projects are:

STP-OOMS(342); P.I. No. 771210

	<u>PROPOSED</u>	<u>APPROVED</u>	<u>FUNDING</u>	<u>PROG DATE</u>
Construction (includes E&C and inflation)	\$1,450,000	\$1,585,000	RRB	2007
Right-of-Way & Utilities*	Local	Local		

David Studstill
Page 2

P.I. Nos. 771210 & 0004638, Clayton
June 27, 2005

MSL-0004-00(638); P.I. No. 0004638

	<u>PROPOSED</u>	<u>APPROVED</u>	<u>FUNDING</u>	<u>PROG DATE</u>
Construction (includes E&C and inflation)	\$2,449,000	\$1,585,000	RRB	2007
Right-of-Way & Utilities*	Local	Local		

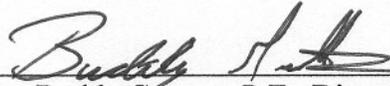
*Clayton County signed PMA on 12-3-03 for PE, right-of-way, utilities and construction.

I recommend these project concepts be approved and the projects be constructed concurrently.

MBP:JDQ/cj

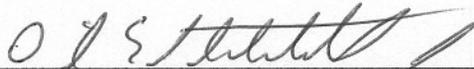
Attachment

CONCUR



Buddy Gratton, P.E., Director of Preconstruction

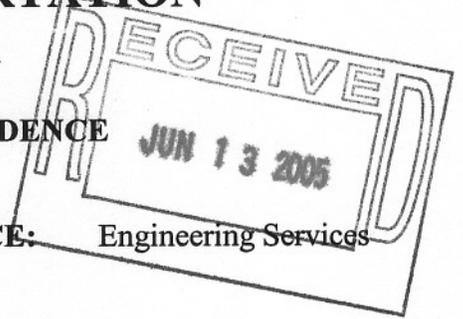
APPROVE



David E. Studstill, Jr., P.E., Chief Engineer

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTERDEPARTMENTAL CORRESPONDENCE



FILE: STP-00MS(342) & MSL-0004-00(638)
Clayton Co.
P.I. Nos. 771210 & 0004638
Anvilblock Road Widening

OFFICE: Engineering Services

DATE: June 13, 2005

FROM: Brian K. Summers, Project Review Engineer *REW*

TO: Meg Pirkle, Assistant Director of Preconstruction

SUBJECT: CONCEPT REPORT

We have reviewed the Concept Report submitted May 23, 2005 by the letter from Bryant Poole dated May 20, 2005, and have the following comment:

- The Summary of Project Costs Sheet for Project MSL-0004-00(638) has the wrong project number noted.

The costs for these projects are:

	<u>STP-00MS(342)</u>	<u>MSL-0004-00(638)</u>
Construction	\$1,255,250	\$2,119,500
Inflation	\$62,763	\$105,975
E & C	\$131,801	\$222,548
Reimbursable Utilities	\$50,000 (LGPA)	\$50,000 (LGPA)
Right of Way	\$200,000 (LGPA)	\$200,000 (LGPA)

REW

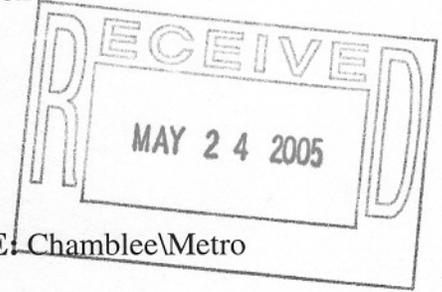
c: Bryant Poole. Attn.: Lowell James

SCORING RESULTS AS PER MOG 2440-2

Project Number: STP-00MS(342) & MSL-0004-00(638)		County: Clayton		PI No.: 771210 & 0004638	
Report Date: May 19, 2005		Concept By: DOT Office: District 7			
<input checked="" type="checkbox"/> Concept Stage		Consultant: Moreland Altobelli			
Project Type: Choose One From Each Column		<input checked="" type="checkbox"/> Major <input type="checkbox"/> Minor	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural	<input type="checkbox"/> ATMS	<input type="checkbox"/> Bridge Replacement
				<input type="checkbox"/> Building	<input type="checkbox"/> Interchange Reconstruction
				<input type="checkbox"/> Intersection Improvement	<input type="checkbox"/> Interstate
				<input type="checkbox"/> New Location	<input checked="" type="checkbox"/> Widening & Reconstruction
				<input type="checkbox"/> Miscellaneous	
FOCUS AREAS	SCORE	RESULTS			
Presentation	100				
Judgement	100				
Environmental	100				
Right of Way	100				
Utility	100				
Constructability	100				
Schedule	100				

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTERDEPARTMENTAL CORRESPONDENCE



FILE: STP-00MS(342) & MSL0004-00(638)
Clayton County
Anvilblock Road Widening
P.I. # 0771210 & 0004638

OFFICE: Chamblee\Metro

DATE: May 20, 2005

FROM: Bryant Poole, District Engineer

TO: Meg Pirkle, Assistant Director of Preconstruction

SUBJECT: *PROJECT CONCEPT REPORT*

Attached is the original copy of the concept report for your further handling for approval in accordance with the PDP.

If you have any questions in regards to this concept, please contact Lowell James or Gerald Ford at (404) 463-4947.

BG\BCC\loj

cc: Joe Palladi
Jamie Simpson
Harvey Keeper
Keith Golden
David Mulling
File

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

District Seven

PROJECT CONCEPT REPORT

Project Number: STP-00MS(342), MSL-0004-00(638)

County: Clayton County

P. I. Number: 771210, 0004638

Federal Route Number: N/A

State Route Number: N/A

*Anvilblock Road (See page 2 for Location Map)
From Grant Road to Allen Drive*

Recommendation for approval:

DATE 5/9/05

Neil Sum
Project Manager

DATE 5/19/05

Bay Hood
District Engineer

The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Plan (RTP) and the State Transportation Improvement Program (STIP).

DATE _____

State Transportation Planning Administrator

DATE _____

State Transportation Financial Management Administrator

DATE _____

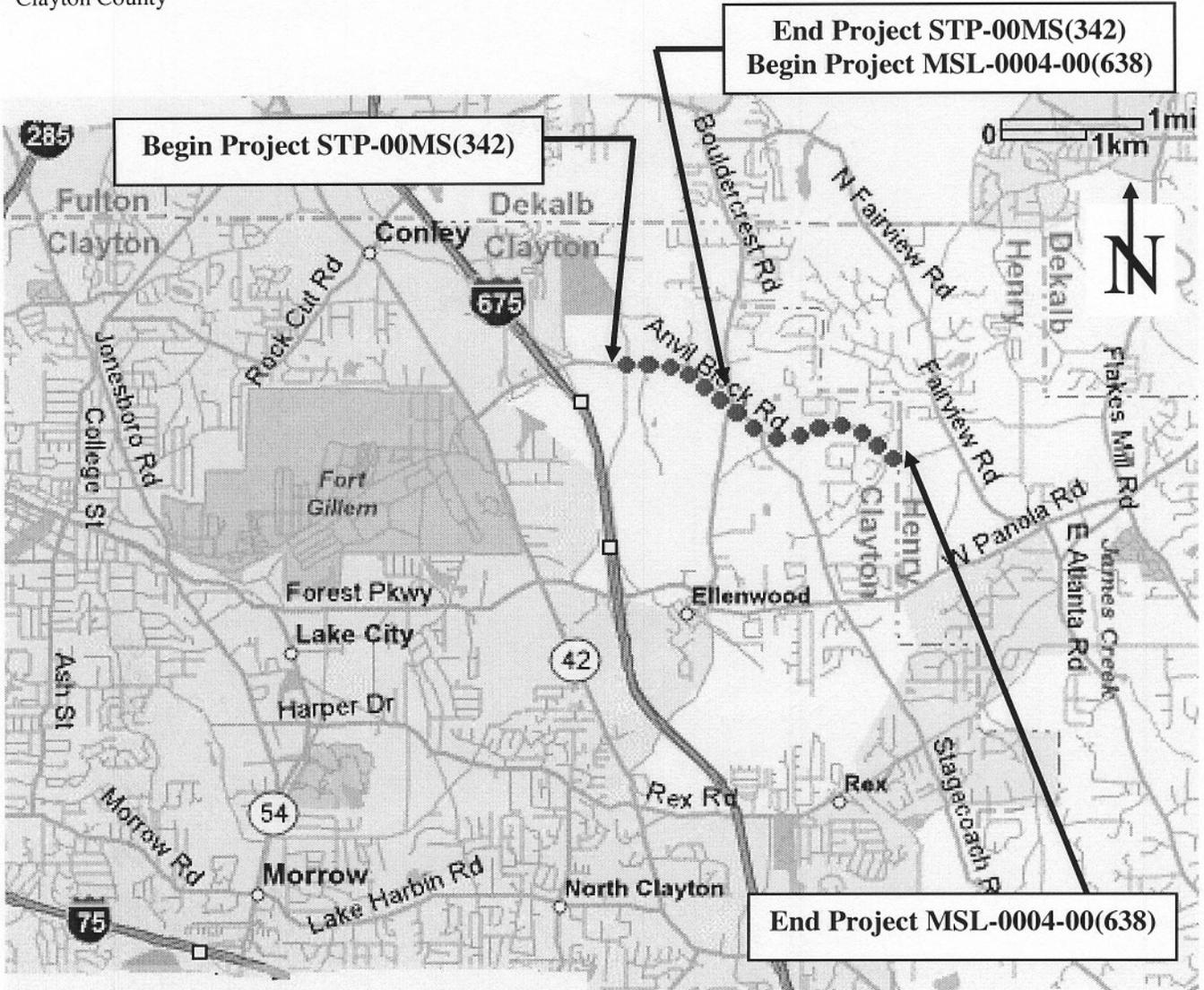
State Environmental/Location Engineer

DATE _____

State Traffic Safety & Design Engineer

DATE _____

Project Review Engineer



Need and Purpose:

Clayton County has identified various roadways throughout the County that need capacity improvements in order to accommodate the high traffic growth in these areas. Anvilblock Road (CR 1350 / 118) was identified as an important east-west route carrying traffic to and from I-675 in the northeast corner of Clayton County. Intense residential development in this section of Clayton County as well as in northwest Henry County has driven a steady increase in traffic volumes along Anvilblock Road over the past decade. As this development trend continues, traffic will continue to use Anvilblock Road to gain access to and from I-675. The proposed project will widen Anvilblock Road from 2-lanes to 4-lanes with a 20' raised median between Grant Road just east of I-675 and Allen Drive near the Clayton County line. The purpose of the project is to improve east-west mobility in the northeast corner of Clayton County and provide traffic congestion relief to Anvilblock Road, which is expected to carry over 30,000 vehicles by 2027. Under existing conditions, the intersections along Anvilblock Road operate within acceptable levels of service, with all intersections operating at LOS D or better. Under the 2027 No Build alternate, with no roadway improvements to Anvilblock Road, all intersections along the project operate at unacceptable levels of service (E or F). Under the 2027 Build alternative, all intersections would operate at LOS C or better. The widening of this section of roadway would reduce congestion and improve safety on this important roadway.

Project Description:

These two projects are located in the northeast corner of Clayton County near the unincorporated area of Ellenwood. Project STP-00MS(342) will widen Anvilblock Road from just east of I-675 at MP 2.1, where the current 5-lane section ends, east to Bouldercrest Road at MP 1.3 a distance of 0.8 miles and MLS-0004-00(638) would continue to Allen Drive MP 0.0 near the county line a distance of 1.3 miles. This project will widen the existing 2-lane road to 4 - 12' lanes and a 20' raised median and 16' urban shoulders with 5' sidewalks and a 6' grass strip. Some realignment of intersections may be required to ensure safe operations. Location of median openings will be determined during the design phase. An additional future project, ARC TIP number CLA 230C, will widen Anvilblock Road the remaining 0.4 miles to the intersection with Fairview Road in Henry County.

The logical western terminus of the project would be just east of I-675 where the current 5-lane section ends. The logical eastern terminus would be at Allen Drive near the Clayton County line. This project would tie into the proposed widening of Anvilblock Road from Allen Drive to Fairview Road in Henry County (ARC TIP: CL-230C/GDOT PI: 751800).

Other Projects in the Area:

- Anvilblock Road from Allen Drive to Fairview Road:
ARC TIP: CL-230C/GDOT PI: 751800 (Long Range)
This project would widen Anvilblock Road from 2-lanes to 4-lanes between Allen Drive in Clayton County and Fairview Road in Henry County
- Lincrest Road at Conley Creek:
ARC TIP: DK-256, GDOT PI: 771180
This project involves upgrading the existing bridge at Conley Creek.
- Fairview Road from Dekalb Line to Swan Lake Road:
ARC TIP: HE-134,
This project involves widening of a 6 miles long corridor from 2 lanes to 4 lanes.

- West Panola Road Extension from Clayton County Line to Fairview Road:
ARC TIP: HE-AR-223
This project involves widening of a 3 miles long corridor from 2 lanes to 4 lanes.
- I-675 ATMS, Communications Surveillance.
ARC TIP: AR-253

Is the project located in a Non-attainment area? Yes No.

- STP-00MS(342), ARC # CL-230A: Anvilblock Road from end of current 5-lane section east of Grant Road to Bouldercrest Road; Existing 2 lane' proposed 4 lane; 0.5 miles; Network year 2010
- MSL-0004-00(638), ARC # CL-230B: Anvilblock Road from Bouldercrest Road to Allen Drive; Existing 2 lane, proposed 4 lane; 1.3 miles; Network year 2010

PDP Classification: Major Minor

Federal Oversight: Full Oversight (), Exempt(X), State Funded(), or Other ()

Functional Classification: Urban Major Arterial

U. S. Route No(s): N/A State Route No(s): N/A County Route No(s): 1350 & 118

Traffic (AADT): Build Year: (2007) 16,860 Design Year: (2027) 30,450

Existing Design Features:

- Typical Section: 5-lane rural / 2-lane rural
- Posted speed 45 mph Maximum degree of curvature: 10°
- Maximum super-elevation rate for curve: 6%
- Maximum grade: 4% Mainline, 8% Cross roads, 15% Driveways
- Width of right of way: 60-100 ft.
- Major structures: None
- Major interchanges or intersections along the project: 4-Way Stop Intersection at Bouldercrest Road
- Existing length of roadway segment 2.1 miles
- Beginning mile logs for each county segment.
 - Begin: MP 2.1 Grant Road to MP 1.3 Bouldercrest Road
 - End: MP 1.3 Bouldercrest Road to MP 0.0 Allen Drive

Proposed Design Features:

- Proposed typical section(s): 4 - 12' Lanes with 20' raised median with 16' urban shoulders and 5' sidewalks on both sides with a 6' grass strip.
- Proposed Design Speed Mainline 45 mph
- Proposed Posted Speed Mainline 45 mph
- Proposed Maximum grade Mainline 5% Maximum grade allowable 7%
- Proposed Maximum grade Side Street 5% Maximum grade allowable 7%
- Proposed Maximum grade driveway 15%
- Proposed Minimum radius for curve 1146' Minimum radius allowable 730'

- Proposed Maximum super-elevation rate for curve: 4%
 - Right of way
 - Width 100'
 - Easements: Temporary (X), Permanent (X), Utility (), Other ().
 - Type of access control: Full (), Partial (), By Permit (X), Other ().
 - Number of parcels: 20 (PI 771210)
 - Number of parcels: 50 (PI 0004638)
- Number of displacements:

 - Business: 0
 - Residences: 0
 - Mobile homes: 0
 - Other: 0
- Structures:
 - Bridges: There are no bridges on the project
 - Culvert: There are no culverts on the project
 - Retaining walls: None expected
 - Major intersections and interchanges: Intersection Bouldercrest Road @ Anvilblock Road
 - Traffic control during construction: Traffic control will consist of staged construction and allow for the roadway to remain open during construction. Staged construction would be divided into phases to allow for partial width construction. Minor detours may be required to provide access. Access will be maintained during all construction phases of the project.
 - Design Exceptions to controlling criteria anticipated:

	<u>UNDETERMINED</u>	<u>YES</u>	<u>NO</u>
HORIZONTAL ALIGNMENT:	()	()	(X)
ROADWAY WIDTH:	()	()	(X)
SHOULDER WIDTH:	()	()	(X)
VERTICAL GRADES:	()	()	(X)
CROSS SLOPES:	()	()	(X)
STOPPING SIGHT DISTANCE:	()	()	(X)
SUPERELEVATION RATES:	()	()	(X)
HORIZONTAL CLEARANCE:	()	()	(X)
SPEED DESIGN:	()	()	(X)
VERTICAL CLEARANCE:	()	()	(X)
BRIDGE WIDTH:	()	()	(X)
BRIDGE STRUCTURAL CAPACITY:	()	()	(X)
 - Design Variances: None Expected
 - Environmental concerns: Four structures along the route have been identified as potential historical and will require further detailed investigation and study.
 - Level of environmental analysis:
 - Are Time Savings Procedures appropriate? Yes (), No (X),
 - GEPA Type B Letter ()
 - Categorical Exclusion (X) (Recommended document if possible)
 - Environmental Assessment/Finding of No Significant Impact (FONSI) ()
 - Environmental Impact Statement (EIS) ().

- Utility involvements: The following is a list of utilities with facilities within the project area:
 - Atlanta Gas Light
 - BellSouth
 - Georgia Transmission
 - Georgia Power
 - Media One Cable
 - COMCAST
 - Sawnee Electric
 - Clayton County Public Works

Project Responsibilities:

- Design: Clayton County
- Right of Way Acquisition: Clayton County
- Relocation of Utilities: Clayton County
- Letting to Contract: Clayton County
- Supervision of construction: Clayton County
- Providing material pits: Contractor (if required)
- Providing detours: Clayton County (by design, if required)

Coordination

- Initial Concept Meeting: Held October 20, 2004
- P. A. R.: Not Required
- FEMA: Not Required
- USCG: Not required.
- Public involvement: A PIOH will be held
- Railroads – No railroads are located within the project limits.

Scheduling – Responsible Parties’ Estimate

- Time to complete the environmental process: 4 - 10 Months.
- Time to complete preliminary construction plans: 8 Months.
- Time to complete right of way plans: 4 Months.
- Time to complete the Section 404 Permit: Not Required 0 Months
- Time to complete final construction plans: 9 Months.
- Time to complete to purchase right of way: 12 Months

Other Alternates Considered:

No-Build Alternative

Under this alternative, no action would be taken to construct the project and existing congestion and peak hour delay would continue to occur along Anvilblock Road.

Comments:

No additional comments

Attachments:

1. Cost Estimates:
 - a. Construction including E&C
 - b. Right of Way
 - c. Utilities.
2. Typical sections
3. Accident Summary
4. Traffic Volumes & Traffic Flow Diagrams
5. Minutes of Initial Concept meeting
6. Location & Design Notice
7. LGPA / GRTA Agreement
8. Conforming plan's network schematics showing thru lanes

Detailed Cost Estimate
Anvilblock Road - Project No. STP-00MS(342) Clayton Co.
P. I. No. 771210
Grant Road to Bouldercrest Road

A.	Right of Way	(LGPA)	\$200,000
B.	Reimbursable Utilities	(LGPA)	\$50,000
C.	Major Structures		\$0
D.	Grading and Earthwork		
	1. Grading Complete	Lump	\$200,000.00
			\$200,000
		Subtotal	\$200,000
E.	Drainage - Longitudinal System		
	1. 18" Pipe	2,500 LF @	\$35.00
			\$87,500
	2. 24" Pipe	1,000 LF @	\$40.00
			\$40,000
	3. Catch Basins	20 EA @	\$1,700.00
			\$34,000
	4. Curb & Gutter	17,000 LF @	\$12.00
			\$204,000
		Subtotal	\$365,500
F.	Base & Paving		
	1. Graded Aggregate Base 10"	6,500 TN @	\$12.00
			\$78,000
	2. Asphalt Concrete 9.5 mm Superpave 165#/SY (1-1/2")	1,850 TN @	\$42.00
			\$77,700
	3. Asphalt Concrete 19.0 mm Superpave 220#/SY (2")	1,300 TN @	\$40.00
			\$52,000
	4. Asphalt Concrete 25 mm Superpave 440#/SY (4")	2,600 TN @	\$40.00
			\$104,000
	5. Bitum Tack Coat	1,800 GL @	\$1.00
			\$1,800
		Subtotal	\$313,500
G.	Signing, Striping, and Lighting		
	1. Signs		Lump Sum
			\$2,500
	2. Signals	1 EA @	\$60,000.00
			\$60,000
	3. Striping	17,000 LF @	\$0.25
			\$4,250
		Subtotal	\$66,750
H.	Traffic Control		
	1. Traffic Control		Lump Sum
			\$30,000
		Subtotal	\$30,000
I.	Landscaping, & Erosion Control		
	1. Grassing	8 ac @	\$1,500.00
			\$12,000
	2. Erosion Control		Lump Sum
			\$100,000
		Subtotal	\$112,000
J.	Miscellaneous Items		
	1. Concrete Sidewalks	4,700 SY @	\$25.00
			\$117,500
	2. Misc. Construction Items		Lump Sum
			\$50,000
		Subtotal	\$167,500

SUMMARY OF PROJECT COSTS

Anvilblock Road - Project No. STP-00MS(342) Clayton Co.

P. I. No. 771210

Grant Road to Bouldercrest Road

Non-Construction Costs

A.	Right of Way	\$200,000
B.	Reimbursable Utilities	\$50,000
	Total Non-Construction Cost	\$250,000

Construction Costs

C.	Major Structures	\$0
D.	Grading and Earthwork	\$200,000
E.	Drainage	\$365,500
F.	Base and Paving	\$313,500
G.	Sign, Stripe & Light	\$66,750
H.	Traffic Control	\$30,000
I.	Landscaping & Erosion Control	\$112,000
J.	Miscellaneous Construction Items	\$167,500
	Construction Cost Subtotal	\$1,255,250
	One year of inflation @ 5%	\$62,763
	E & C; 10%	\$125,525

P.I. No. 771210 Total Construction Cost **\$1,443,538**

Detailed Cost Estimate
Anvilblock Road - Project No. MSL-0004-00(638)Clayton Co.
P. I. No. 0004638
Bouldercrest Road to Allen Road

A.	Right of Way		(LGPA)	\$200,000
B.	Reimbursable Utilities		(LGPA)	\$50,000
C.	Major Structures			\$0
D.	Grading and Earthwork			
	1. Grading Complete	Lump	\$200,000.00	\$200,000
			Subtotal	\$200,000
E.	Drainage - Longitudinal System			
	1. 18" Pipe	5,000 LF @	\$35.00	\$175,000
	2. 24" Pipe	2,000 LF @	\$40.00	\$80,000
	3. Catch Basins	25 EA @	\$1,700.00	\$42,500
	4. Curb & Gutter	27,500 LF @	\$12.00	\$330,000
			Subtotal	\$627,500
F.	Base & Paving			
	1. Graded Aggregate Base 10"	20,000 TN @	\$12.00	\$240,000
	2. Asphalt Concrete 9.5 mm Superpave 165#/SY (1-1/2")	3,000 TN @	\$42.00	\$126,000
	3. Asphalt Concrete 19.0 mm Superpave 220#/SY (2")	4,000 TN @	\$40.00	\$160,000
	4. Asphalt Concrete 25 mm Superpave 440#/SY (4")	8,000 TN @	\$40.00	\$320,000
	5. Bitum Tack Coat	2,500 GL @	\$1.00	\$2,500
			Subtotal	\$848,500
G.	Signing, Striping, and Lighting			
	1. Signs		Lump Sum	\$6,000
	2. Striping	28,000 LF @	\$0.25	\$7,000
			Subtotal	\$13,000
H.	Traffic Control & Mobilization			
	1. Traffic Control		Lump Sum	\$30,000
			Subtotal	\$30,000
I.	Landscaping, & Erosion Control			
	1. Grassing	7 ac @	\$1,500.00	\$10,500
	2. Erosion Control		Lump Sum	\$150,000
			Subtotal	\$160,500
J.	Miscellaneous Items			
	1. Concrete Sidewalks	7,600 SY @	\$25.00	\$190,000
	2. Misc. Construction Items		Lump Sum	\$50,000
			Subtotal	\$240,000

SUMMARY OF PROJECT COSTS

Anvilblock Road - Project No. STP-00MS(342) Clayton Co.

P. I. No. 771210

Bouldercrest Road to Allen Road

Non-Construction Costs

A.	Right of Way	\$200,000
B.	Reimbursable Utilities	\$50,000
	Total Non-Construction Cost	LGPA

Construction Costs

C.	Major Structures	\$0
D.	Grading and Earthwork	\$200,000
E.	Drainage	\$627,500
F.	Base and Paving	\$848,500
G.	Sign, Stripe & Light	\$13,000
H.	Traffic Control	\$30,000
I.	Landscaping & Erosion Control	\$160,500
J.	Miscellaneous Construction Items	\$240,000
	Construction Cost Subtotal	\$2,119,500
	One year of inflation @ 5%	\$105,975
	E & C; 10%	\$211,950
	P. I. No. 0004638 Total Construction Cost	\$2,437,425

Existing and Projected Traffic Volumes:

Traffic growth rates are based on historical GDOT traffic counts. The GDOT data includes traffic counts collected between 1997 and 2003. Regression of this data suggests an annual growth rate of approximately 4.4%.

Traffic growth is unlikely to continue at 4.4% average annual growth throughout the 24-year design horizon. The GDOT traffic count data reflects only a brief 7-year time period during which Clayton County grew rapidly. This relatively small sample size would tend to exaggerate long-term traffic growth. Ultimately, a 3.0% annual growth rate was selected as a reasonable basis for projecting traffic growth for a four-lane typical section. This rate accounts for declining growth as the study area becomes built out. The table below illustrates this trend through the design year.

<i>Anvilblock Road- Growth Rate</i>	2004(Existing)	2007(Opening)	2027(Design)
Anvilblock Road East of Grant Road	15,430	16,860	30,450
Anvilblock Road East of Bouldercrest Road	8,859	9,680	17,480
Anvilblock Road East of Mitchell Road	9,234	10,090	18,220

Level of Service Analysis:

Under existing conditions, the intersections along Anvilblock Road operate within acceptable levels of service, with all intersections operating at LOS D or better. Under the 2027 No Build alternate, with no roadway improvements to Anvilblock Road, all intersections along the project operate at unacceptable levels of service (E or F). Under the 2027 Build alternative, all intersections would operate at LOS C or better. The table below summarized the intersection LOS values for the existing year 2004, 2027 No Build and 2027 Build:

Intersection LOS (Seconds of Delay)	Intersection LOS 2004 (Existing)		Intersection LOS 2027 (No Build)		Intersection LOS 2027 (Build)	
	AM	PM	AM	PM	AM	PM
Anvilblock Road @ Grant Road	C (21.0)*	C (15.3)*	F (198.2)*	F (52.3)*	C (24.9)	A (8.8)
Anvilblock Road @ Bouldercrest Road	F (214.6)*	F (63.2)*	F (741.7)*	F (814.8)*	C (34.9)	C (22.3)
Anvilblock Road @ Stagecoach Road	C (18.4)*	C (15.5)*	F (192.0)*	E (49.6)*	B (14.1)	A (9.5)
Anvilblock Road @ Mitchell Road	A (9.0)*	B (12.7)*	F (54.0)*	E (39.9)*	B (12.2)	C (23.3)

* Unsignalized Intersection

Accident Summary:

Historical accident and injury rates were calculated based on 2000, 2001, and 2002 data, as shown in the table below. The historical data includes no record of fatalities during this time period. The table also shows statewide average accident and injury rates corresponding to an urban minor arterial functional classification.

Year	Accidents			Injuries		
	Total	Rate	Statewide	Total	Rate	Statewide
2000	23	550	660	17	407	166
2001	21	464	564	8	177	142
2002	20	298	568	7	104	143

Note: Rates per 100 Million Vehicle Miles

The analysis shows that the accident rate on Anvilblock Road was below statewide average for all three years. The injury rate for 2000 was more than twice the statewide rate for that year. The injury rate was above the statewide rate for 2001 and fell below the statewide rate for 2002. Of the 64 total accidents, 3 involved head on collisions, 7 involved rear-end collisions, 15 involved angle collisions and 5 involved sideswipe. Thirty-four incidents were classified as not collisions with motor vehicles, typically involving fixed objects along the right-of-way.

This project includes several improvements that would improve safety along Anvilblock Road. By providing left turn lanes at major intersections, rear end collisions along the roadway would be reduced. Additionally, the 20' raised median will prevent traffic from turning left across traffic lanes from driveways along the project. This would help limit sideswipe and angle collisions.

Minutes of Initial Concept Team Meeting
Anvilblock Road
STP-OOMS(342) & MSL-0004-00(638)
P.I. No. 771210 & 0004638
Clayton County

The meeting was held on October 20, 2004 in the Pre-Construction conference room of the Georgia Department of Transportation District 7 at 3pm.

In attendance:

Lowell James	GDOT
Mac Cranford	GDOT
Marshall Troup	GDOT
Mile Lobdell	GDOT
Gerald Ford	GDOT
Salman Rathore	Moreland Altobelli
Jerry Brooks	Moreland Altobelli
David Robbins	GDOT
Andrew Adams	Clayton County

See attached sign in sheet for additional information.

Lowell James opened the meeting and asked everyone to introduce themselves. He then asked Jerry Brooks to discuss the project.

Jerry Brooks explained that this was a GRTA Bond project and was in two phases. STP-OOMS(342) was from Grant Road to Bouldercrest Road approximately 0.8 miles. MSL-0004-00(638) was from Bouldercrest Road to Allen Drive approximately 1.3 miles. This is the County line between Clayton County and Henry County. These are listed in the RTP as projects CL-230A and CL-230B. He said there was also a CL-230C in the RTP that would go from Allen Drive to Fairview Road in Henry County approximately 0.4 miles. That project is P.I. No. 751800 and is shown as long range. It is incorrectly shown in the RTP as going from Bouldercrest Road to Fairview Road, which would be an overlap with the CL-230B project.

The need and purpose as shown in the draft concept report was discussed. The project will improve east-west mobility in the northeast corner of Clayton County and provide congestion relief to Anvilblock Road, which is expected to carry over 30,000 vehicles by 2027.

The existing typical section is 5 lanes near Grant Road and tapers to 2 lanes before Lunsford Road and continues 2 lanes to Allen Drive. The proposed typical section is 4 lane urban with a 20 foot raised grass median and sidewalks. The median is proposed to be extended along the 5-lane section to Grant Road. The speed design is 45 mph. A signal is proposed for the intersection of Bouldercrest Road and Anvilblock Road to replace the existing 4 way stop.

Andy Adams stated that there was a proposed large development planned near South Park Boulevard and that Clayton County Board of Education was planning a new school near Allen Drive. He also mentioned that a development was planned on Anvilblock Road in Henry County.

There was a discussion as to whether or not the project had logical termini by ending at the County line. Mike Lobdell expressed concern over the termini because there has been no design activity on the Henry County portion. He said that the environmental document might need to include the corridor all the way to Fairview Road in order that the document not appear to be segmented.

NOTICE OF LOCATION AND DESIGN APPROVAL

STP-00MS(342) & MSL0004-00(638) Clayton County P. I. 771210 & 000463

Notice is hereby given in compliance with Georgia Code 22-2-109 that the Georgia Department of Transportation has approved the Location and Design of the this project.

The date of location approval is _____

Projects STP-00MS(342) & MSL0004-00(638) consists of the widening of Anvilblock Road from Grant Road to Allen Drive for a total length of approximately 2.1 miles to provide two 12' travel lanes in each direction separated by a 20" raised grassed median, with 16' shoulder that would include curb and gutter and 5' sidewalks with a 6' grass strip on both sides on the roadway. This project is located within Land Lots 215, 216, 217, 234, & 235 of the 12th District and Land in Clayton County. All numerical units shall be in English units.

Traffic control during construction: Traffic control will consist of staged construction and allow for the roadway to remain open during construction. Staged construction would be divided into phases to allow for partial width construction: Minor detours may be required to provide access. Access will be maintained during all construction phases of the project.

Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at the Georgia Department of Transportation:

Michael Lankford
Mike.lankford@dot.state.ga.us
940 Virginia Ave.
Hapeville, Georgia 30354
404-559-6655

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Mike Lobdell, P.E.
District Preconstruction Engineer
Mike.lobdell@dot.state.ga.us
Georgia Department of Transportation
5025 New Peachtree Road
Atlanta, Georgia 30334-1002
(404) 463-4947

Any written request or communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice.

LOCAL GOVERNMENT PROJECT AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CLAYTON COUNTY, GEORGIA

FOR

PRIORITY LAND TRANSPORTATION PROJECT
ANVILBLOCK RD. FROM BOULDERCREST RD. TO ALLEN RD.

This AGREEMENT is made and entered into this 3rd day of December, 2003, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and CLAYTON COUNTY, GEORGIA, acting by and through its Chairman and Board of Commissioners, hereinafter called the "COUNTY".

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to construct the land transportation project described as Anvilblock Rd. from Bouldercrest Rd. to Allen Rd. in Clayton County, Georgia, currently described as Georgia Department of Transportation Project Number MSL-0004-00(638), P. I. Number 0004638, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT, the COUNTY, the Georgia Regional Transportation Authority, a public authority of the State of Georgia ("GRTA"), and the State Road and Toll way Authority, a public authority of the State of Georgia ("SRTA"), previously entered into an Intergovernmental Agreement Relating to Land Public Transportation Systems and Land Transportation Projects ("Intergovernmental Agreement") concerning specific commitments of the respective parties to support the implementation of this PROJECT; and

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

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

1. The COUNTY shall fund all costs for the PROJECT'S preconstruction engineering (design) activities, right of way acquisitions, utility relocations, and construction ("phases"). To fulfill its commitment, the COUNTY may utilize COUNTY funds, the funds identified in the Intergovernmental Agreement, or seek additional funding through, and in accordance with the existing regional transportation TIP or STIP programming process. The amount currently identified in the Intergovernmental Agreement for this project is \$1,910,000.00.
2. The DEPARTMENT shall support the implementation of the PROJECT as outlined in the Intergovernmental Agreement and the parties recognize that no funding is currently available in the regional transportation programming process. Funding for this PROJECT is limited to that amount currently identified in paragraph 1 of this Agreement. The COUNTY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT limits.
3. The COUNTY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT limits.
4. The COUNTY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the PROJECT limits.
5. Both the COUNTY and the DEPARTMENT hereby acknowledge that TIME IS OF THE ESSENCE for the implementation of this PROJECT. Both parties shall adhere to the priorities established in the detailed project schedule attached as Schedule A of the Addendum to Local Government Project Agreement, ("Schedule A"), and the approved State Transportation Improvement Program ("STIP") or earlier. In the completion of respective commitments contained herein, changes may be made to the schedule if mutually identified and agreed upon, in writing, by the DEPARTMENT, the COUNTY, GRTA, and SRTA. If, for any reason, the COUNTY does not produce acceptable deliverables at the milestone dates defined in Schedule A or the STIP, the DEPARTMENT reserves the right to delay the PROJECT'S implementation until the COUNTY comes into compliance with the Schedule A or until a revision can be mutually agreed upon.
6. All preconstruction engineering activities shall be accomplished by the COUNTY and in accordance with the DEPARTMENT'S Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT'S Standard Specifications for the Construction of Transportation Systems, PROJECT schedules, Plan Presentation

Guide, and applicable guidelines of the DEPARTMENT. The COUNTY'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 COUNTY as provided for in paragraph 6b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the COUNTY beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the COUNTY as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.
- b. Develop the PROJECT'S base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (p.m.) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.
- c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.
- d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act, ("NEPA"). This shall include, but not be limited to, any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), hazardous waste site, and environmental justice studies required. The COUNTY 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 practices.
- f. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.
- g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

- h. Prepare the PROJECT'S drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.
- i. Prepare traffic studies, preliminary construction plans, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including signing, marking, and signal plans, erosion control, traffic handling, and construction sequence plans and specifications including special provisions for the PROJECT.
- j. The COUNTY 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 COUNTY shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.
- k. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.
- 1. Failure of the COUNTY to follow the DEPARTMENT'S Plan Development Process will jeopardize the use of Federal funds and it shall be the responsibility of the COUNTY to make up a loss of that funding.
- 7. All Primary Consultant firms hired by the COUNTY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the COUNTY with a list of pre-qualified consultant firms in the appropriate area-classes.
- 8. The PROJECT construction and right of way plans shall be prepared in English Units.
- 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 guidelines on electronic file management.
- 10. 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 COUNTY.
- 11. Upon the COUNTY'S determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the County. Right of way acquisition shall be

in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT, and in accordance with the Contract for Acquisition for Right of Way to be prepared by the DEPARTMENT and executed between the COUNTY and the DEPARTMENT prior to the commencement of any right of way activities. Failure of the COUNTY to follow these requirements may result in the loss of Federal Funding for the PROJECT and it will be the responsibility of the COUNTY to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising this PROJECT for bids. The COUNTY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

12. The COUNTY 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 COUNTY 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, the COUNTY shall let the PROJECT for construction. The COUNTY shall be solely responsible for securing and awarding the construction contract for the PROJECT. The COUNTY shall perform and bear all costs associated with inspection and materials testing during construction. Such inspection and materials testing shall be done in accordance with the Transportation Online Policy and Procedure System 5020-1 on file at the DEPARTMENT and available to the COUNTY.
15. The COUNTY shall review and recommend all shop drawings to the DEPARTMENT for approval by the DEPARTMENT.
16. The COUNTY 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 COUNTY.

17. The COUNTY 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 COUNTY pursuant to this AGREEMENT. The COUNTY 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 COUNTY to address the errors or deficiencies within 30 days shall cause the COUNTY 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 COUNTY shall, to the extent allowable by law, 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 COUNTY pursuant to this AGREEMENT.
18. The County shall Certify that the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirements of Audits" as complied with in full such that:
- a. Each Unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
 - b. The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
 - c. The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
 - d. A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide notification to the public as to the location of and times during which the public may inspect the report.
19. 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.

20. The parties agree this AGREEMENT shall not be binding and neither party hereto shall have any obligation or liability to the other whatsoever under this AGREEMENT unless and until such time as that certain Addendum to Local Government Project Agreement (Arterial Road Project) regarding the PROJECT shall have been (a) executed and delivered by the parties, and acknowledged and consented to by the SRTA and GRTA, and (b) attached to this AGREEMENT.

21. This AGREEMENT contains the entire understanding between the parties relating to the subject matter of the previously executed Local Government Project Agreement and supercedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Any amendments to this AGREEMENT must be in writing, executed by the parties and have express reference to be made a part of this AGREEMENT.

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

RECOMMENDED:

Buddy Stratton
District Engineer

Norm R. Lussman
Director of Preconstruction

Paul W. Miller
Chief Engineer

DEPARTMENT OF TRANSPORTATION

BY: David Columbus
Commissioner

ATTEST: [Signature]
Treasurer

Reviewed as to Legal Form:
[Signature]
Office of Legal Services

BOARD OF COMMISSIONERS
Clayton County, Georgia

BY: [Signature]
Chairman

Signed, sealed and delivered this ¹ day of October, 2003 in the presence of:

[Signature]
Witness
Annette Harris
Notary Public



This Agreement approved by the District County Commission at a meeting held at 125 West Jonesboro this 7th day of October, 2003.

[Signature]
Clerk of Commission

ADDENDUM TO
LOCAL GOVERNMENT PROJECT AGREEMENT
(Arterial Road Project)

This ADDENDUM TO LOCAL GOVERNMENT PROJECT AGREEMENT (this "Addendum") is made effective as of this 3rd day of December, 2003, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia ("DEPARTMENT"), and CLAYTON COUNTY, GEORGIA, acting by and through its Board of Commissioners ("COUNTY").

WITNESSETH: That;

WHEREAS, the DEPARTMENT and the COUNTY entered into that certain Agreement between Department of Transportation State of Georgia and Clayton County, dated December 3, 2003 (the "Local Government Project Agreement"), relating to the construction of land transportation project improvements described as Anvilblock Road from Bouldercrest Road to Allen Road, currently identified as Georgia Department of Transportation Project Number MSL-0004-00(638), P.I. Number 0004638, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT and the COUNTY, together with the GEORGIA REGIONAL TRANSPORTATION AUTHORITY, a public authority of the State of Georgia ("GRTA"), and the STATE ROAD AND TOLLWAY AUTHORITY, a public authority of the State of Georgia ("SRTA") entered into that certain Intergovernmental Agreement Relating to Land Public Transportation Systems and Land Transportation Projects, dated June 13, 2002 (the "Intergovernmental Agreement"); and

WHEREAS, Section 2.6 of the Intergovernmental Agreement requires the DEPARTMENT and the COUNTY to amend the Local Government Project Agreement to clearly indicate the parties' respective roles and responsibilities with respect to each Land Transportation Project (as defined in the Intergovernmental Agreement); and

WHEREAS, the DEPARTMENT and the COUNTY desire to enter into this Addendum to the Local Government Project Agreement as required by the Intergovernmental Agreement, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the mutual promises made and of the benefits to flow from one to the other, the adequacy and sufficiency of which are hereby acknowledged, the DEPARTMENT and the COUNTY agree as follows:

1. Recitals; Definitions. The foregoing Recitals are true, correct and complete and are hereby incorporated in this Addendum by this reference. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Intergovernmental Agreement.

2. Projects. The PROJECT identified under this Addendum to the Local Government Project Agreement is acknowledged to be one of the Land Transportation Projects specified in the Intergovernmental Agreement. The COUNTY acknowledges and agrees that the PROJECT is and shall at all times be for the essential public purpose of providing facilities and services to meet land public transportation needs and environmental standards for the State of Georgia and to aid in the accomplishment of the purposes of GRTA.
3. Schedule. In addition to the provisions of the Local Government Project Agreement, the DEPARTMENT and the COUNTY recognize the need to maintain the PROJECT schedule for SRTA purposes and shall complete the PROJECT in accordance with the detailed project schedule attached hereto as Schedule A as near as practicable, provided that SRTA shall be notified by the COUNTY if a PROJECT milestone will be missed and what corrective actions will take place to reinstate the PROJECT schedule.
4. Funding. Notwithstanding the provisions of the Local Government Project Agreement, the PROJECT shall be funded as described in the Intergovernmental Agreement and as set forth below:
 - 4.1 The COUNTY will submit requisitions to the DEPARTMENT solely for, and will apply the proceeds received from the DEPARTMENT solely to, the payment of costs associated with the PROJECT.
 - 4.2 Each requisition for funds shall include the certifications substantially as described in Schedule B hereto, including a certificate of compliance with the Sources and Uses of Funds attached as Schedule C hereto (the "Sources and Uses of Funds Schedule") or an explanation of variances thereto.
 - 4.3 Each requisition for funds shall include evidence of payment by the COUNTY of the work or services for which the COUNTY would seek reimbursement.
5. Applicable Regulations. The COUNTY shall follow the DEPARTMENT's Plan Development Process and all applicable federal regulations, requirements, and restrictions in order to maintain federal eligibility for reimbursement through the Federal Highway Administration, if any, regardless of fund availability through the Intergovernmental Agreement.
6. Intergovernmental Agreement. The Intergovernmental Agreement is hereby incorporated in this Addendum by this reference. Nothing contained herein shall modify or amend any provision of the Intergovernmental Agreement. In the event of a conflict between the Local Government Project Agreement, this Addendum to the Local Government Project Agreement, and the Intergovernmental Agreement, the provisions of the Intergovernmental Agreement shall control.
7. No Further Modification. In the event of any inconsistency between the Local Government Project Agreement and this Addendum, the terms of this Addendum shall control. Except as otherwise modified herein, all terms and conditions in the Local Government Project Agreement shall remain in full force and effect.

8. Limited Purposes. The parties to this Addendum acknowledge and agree that this is a limited undertaking for the sole purpose of addressing the matters expressly agreed to herein. The parties hereto agree to work together in good faith to resolve any issues that arise and are not addressed in this Addendum.
9. Non-Discrimination. During the term of this Addendum, the parties agree to abide by the provisions of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The parties will take affirmative action to ensure that perspective employees are employed without regard to their race, color, religion, sex or national origin. It is further agreed that the parties shall comply and shall require their contractors and consultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200.
10. Awards of Contract. The parties agree that in any contracts to be developed and awarded pursuant to this Addendum and all work and procedures relating to said contracts shall, at all times, conform to the applicable Federal and State of Georgia laws, rules, regulations, orders and approvals, including specifically procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination and compliance with the Americans with Disabilities Act.
11. Miscellaneous.
 - 11.1 Assignment. Without the express written consent of the other parties, no party may assign, in whole or in part, any of its rights and obligations hereunder to any other party.
 - 11.2 No Third-Party Beneficiaries. Nothing herein shall be construed as conferring upon or giving to any person or entity, other than the parties hereto, any rights or benefit under or by reason of this Addendum.
 - 11.3 Notices. It shall be sufficient service or any notice, approval, consent, request, complaint, demand or other communication if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, or by facsimile transmission immediately followed by a telephone call to confirm receipt, and addressed as follows:

If to the DEPARTMENT:

Georgia Department of Transportation
No. 2 Capital Square
Atlanta, Georgia 30334
Attention: J. Tom Coleman, Jr., Commissioner
(404) 656-5206
(404) 657-8389 Fax

If to the COUNTY: The Honorable Crandle Bray, Chairman
Clayton County Commission
112 Smith Street
Jonesboro, Georgia 30236

The date upon which such notice is delivered will be deemed the date of receipt thereof. The persons listed above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, complaints, demands or other communications shall be sent or persons to whose attention the same shall be directed.

- 11.4 Governing Law. This Addendum shall be governed by and interpreted in accordance with the laws of the State of Georgia.
- 11.5 Headings. The section and paragraph headings contained in this Addendum are for reference purposes only and shall not affect the meaning or interpretation of this Addendum.
- 11.6 No Waivers. No failure of a party to exercise any power given such party hereunder or to insist upon strict compliance by the other to its obligation hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any rights of a party to demand exact compliance with the terms hereof.
- 11.7 Severability. If any provision of this Addendum, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Addendum shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 11.8 Interpretation. Should any provision of this Addendum require judicial interpretation, it is agreed and stipulated by and between the parties hereto 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.
- 11.9 Time of the Essence. Time is of the essence in this Addendum and with respect to each and every provision herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the DEPARTMENT and the COUNTY have hereunto executed this Addendum and affixed their seal through their duly authorized representatives, who have been first authorized to do so, on the day and year first above specified.

Clayton COUNTY

By: [Signature]
Name: C. Cranley Bray
Title: Chairman

Attest: [Signature]
Name: Suzanne Brown
Title: Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

APPROVED PER MINUTES:

By: Minutes from 10/7/03 meeting
will be approved on 10/21/03

DEPARTMENT OF
TRANSPORTATION,
STATE OF GEORGIA

By: [Signature]
Name: Nadelle L. Lindbeck
Title: Commissioner

APPROVED AS TO FORM:

By: [Signature]

ACKNOWLEDGED AND CONSENTED TO BY:

STATE ROAD AND
TOLLWAY AUTHORITY

By: [Signature]
Name: _____
Title: _____

GEORGIA REGIONAL
TRANSPORTATION
AUTHORITY

By: [Signature]
Name: _____
Title: _____

Schedule A

County	Proj Id	Description	Activity Description	Sched Finish
CLAYTON	0004638	ANVILBLOCK ROAD FROM BOULDERCREST ROAD TO ALLEN ROAD	PE Funding Authorization	5-Jan-2004
			Environmental Approval Complete	28-Sep-2004
			Let Contract	6-Feb-2006
			Construction 75% Complete	13-Nov-2006
			Construction 100% Complete	30-Apr-2007
			Construction Final Payment	2-Jul-2007

**ALLOCATIONS
CASH FLOW SCHEDULE C**

Projected Cash Flow by Month

For Project Number

0004638

FOR FUNDCODE

LGPAA

Report Date: August 15, 2003

Month	Year	PI#	Pe Amount	ROW Amount	Cst Amount	Total
January	2004	0004638	\$0.00	\$0.00	\$0.00	\$0.00
February	2004	0004638	\$6,562.50	\$0.00	\$0.00	\$6,562.50
March	2004	0004638	\$6,562.50	\$0.00	\$0.00	\$6,562.50
April	2004	0004638	\$6,562.50	\$0.00	\$0.00	\$6,562.50
May	2004	0004638	\$6,562.50	\$0.00	\$0.00	\$6,562.50
June	2004	0004638	\$5,250.00	\$0.00	\$0.00	\$5,250.00
July	2004	0004638	\$5,250.00	\$0.00	\$0.00	\$5,250.00
August	2004	0004638	\$5,250.00	\$0.00	\$0.00	\$5,250.00
September	2004	0004638	\$5,250.00	\$0.00	\$0.00	\$5,250.00
October	2004	0004638	\$5,250.00	\$0.00	\$0.00	\$5,250.00
November	2004	0004638	\$5,250.00	\$0.00	\$0.00	\$5,250.00
December	2004	0004638	\$5,250.00	\$0.00	\$0.00	\$5,250.00
Total for Year:	2004		\$63,000.00	\$0.00	\$0.00	\$63,000.00
January	2005	0004638	\$5,250.00	\$3,333.33	\$0.00	\$8,583.33
February	2005	0004638	\$5,250.00	\$3,333.33	\$0.00	\$8,583.33
March	2005	0004638	\$5,250.00	\$3,333.33	\$0.00	\$8,583.33
April	2005	0004638	\$4,625.00	\$40,000.00	\$0.00	\$44,625.00
May	2005	0004638	\$4,625.00	\$40,000.00	\$0.00	\$44,625.00
June	2005	0004638	\$4,625.00	\$40,000.00	\$0.00	\$44,625.00
July	2005	0004638	\$4,625.00	\$12,000.00	\$0.00	\$16,625.00
August	2005	0004638	\$4,625.00	\$12,000.00	\$0.00	\$16,625.00
September	2005	0004638	\$4,625.00	\$12,000.00	\$0.00	\$16,625.00
October	2005	0004638	\$4,625.00	\$12,000.00	\$0.00	\$16,625.00
November	2005	0004638	\$4,625.00	\$12,000.00	\$0.00	\$16,625.00
December	2005	0004638	\$4,625.00	\$5,000.00	\$0.00	\$9,625.00
Total for Year:	2005		\$67,375.00	\$186,000.00	\$0.00	\$252,375.00
January	2006	0004638	\$4,625.00	\$5,000.00	\$0.00	\$9,625.00
February	2006	0004638	\$0.00	\$0.00	\$0.00	\$0.00
March	2006	0004638	\$0.00	\$0.00	\$0.00	\$0.00
April	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
May	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
June	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
July	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
August	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
September	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
October	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
November	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
December	2006	0004638	\$0.00	\$0.00	\$110,950.00	\$110,950.00
Total for Year:	2006		\$4,625.00	\$5,000.00	\$993,550.00	\$1,008,175.00
January	2007	0004638	\$0.00	\$0.00	\$83,778.57	\$83,778.57
February	2007	0004638	\$0.00	\$0.00	\$83,778.57	\$83,778.57
March	2007	0004638	\$0.00	\$0.00	\$83,778.57	\$83,778.57
April	2007	0004638	\$0.00	\$0.00	\$83,778.57	\$83,778.57
May	2007	0004638	\$0.00	\$0.00	\$83,778.57	\$83,778.57
June	2007	0004638	\$0.00	\$0.00	\$83,778.57	\$83,778.57
July	2007	0004638	\$0.00	\$0.00	\$83,778.57	\$83,778.57
Total for Year:	2007		\$0.00	\$0.00	\$688,450.00	\$688,450.00
Total \$ for the Fundcode:			\$126,000.00	\$200,000.00	\$1,688,000.00	\$1,910,000.00

Schedule B

Requisition Form

As the _____ of the COUNTY, I hereby certify that an obligation in the stated amount has been incurred by the COUNTY for the PROJECT, as defined in that certain Local Government Project Agreement dated _____, as amended by Addendum to Local Government Project Agreement (Arterial Road Project) dated _____ (as amended, the "LGPA"), as follows:

[specify the purpose and circumstances of such obligation in reasonable detail],

that a bill or statement of amount for such obligation or a copy thereof is on file with the COUNTY, that such obligation has been paid by the COUNTY, and, has not been the subject of a previous requisition, and [is] [is not] in compliance with the Sources and Uses of Funds Schedule (as defined in the LGPA). *[If not in compliance, specify the variances here:*

_____.]

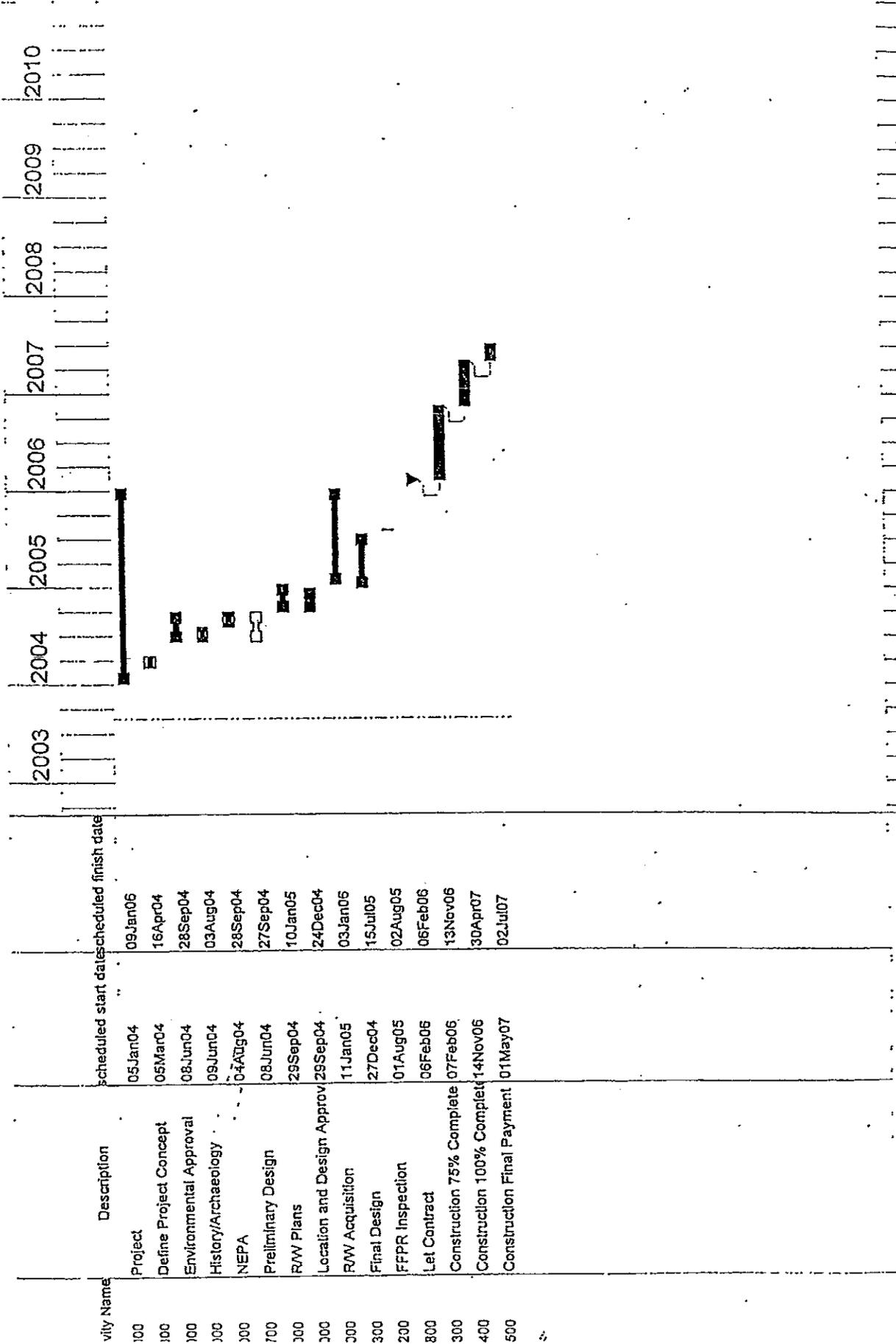
I oversee systems to discover errors, if any, in the information described in the foregoing sentence, and upon any such discovery will submit a corrective requisition posthaste.

Name: _____

Title: _____

Date: _____

Project : 0004638(0)
 ANVILBLOCK ROAD FROM BOULDERCREST ROAD TO ALLEN ROAD



LOCAL GOVERNMENT PROJECT AGREEMENT

RECEIVED

BETWEEN

OCT 01 2003

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CLAYTON COUNTY, GEORGIA

FOR

PRIORITY LAND TRANSPORTATION PROJECT
ANVILBLOCK ROAD FM GRANT ROAD TO BOULDERCREST ROAD
/ ADD CURB & GUTTER

This AGREEMENT is made and entered into this 31st day of December, 2003, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and CLAYTON COUNTY, GEORGIA, acting by and through its Chairman and Board of Commissioners, hereinafter called the "COUNTY".

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to construct the land transportation project described as Anvilblock Road from Grant Road to Bouldercrest Road/add curb & gutter in Clayton County, Georgia, currently described as Georgia Department of Transportation Project Number STP-00MS(342), P. I. Number 771210, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT, the COUNTY, the Georgia Regional Transportation Authority, a public authority of the State of Georgia ("GRTA"), and the State Road and Tollway Authority, a public authority of the State of Georgia ("SRTA"), previously entered into an Intergovernmental Agreement Relating to Land Public Transportation Systems and Land Transportation Projects ("Intergovernmental Agreement") concerning specific commitments of the respective parties to support the implementation of this PROJECT; and

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT:

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

1. The COUNTY shall fund all costs for the PROJECT'S preconstruction engineering (design) activities, right of way acquisitions, utility relocations, and construction ("phases"). To fulfill its commitment, the COUNTY may utilize COUNTY funds, the funds identified in the Intergovernmental Agreement, or seek additional funding through, and in accordance with the existing regional transportation TIP or STIP programming process. The amount currently identified in the Intergovernmental Agreement for this project is \$1,910,000.00.
2. The DEPARTMENT shall support the implementation of the PROJECT as outlined in the Intergovernmental Agreement and the parties recognize that no funding is currently available in the regional transportation programming process. Funding for this PROJECT is limited to that amount currently identified in paragraph 1 of this Agreement. The COUNTY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT limits.
3. The COUNTY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT limits
4. The COUNTY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the PROJECT limits.
5. Both the COUNTY and the DEPARTMENT hereby acknowledge that TIME IS OF THE ESSENCE for the implementation of this PROJECT. Both parties shall adhere to the priorities established in the detailed project schedule attached as Schedule A of the Addendum to Local Government Project Agreement, ("Schedule A"), and the approved State Transportation Improvement Program ("STIP") or earlier. In the completion of respective commitments contained herein, changes may be made to the schedule if mutually identified and agreed upon, in writing, by the DEPARTMENT, the COUNTY, GRTA, and SRTA. If, for any reason, the COUNTY does not produce acceptable deliverables at the milestone dates defined in Schedule A or the STIP, the DEPARTMENT reserves the right to delay the PROJECT'S implementation until the COUNTY comes into compliance with the Schedule A or until a revision can be mutually agreed upon.
6. All preconstruction engineering activities shall be accomplished by the COUNTY and in accordance with the DEPARTMENT'S Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT'S Standard Specifications for

the Construction of Transportation Systems, PROJECT schedules, Plan Presentation Guide, and applicable guidelines of the DEPARTMENT. The COUNTY'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 COUNTY as provided for in paragraph 6b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the COUNTY beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the COUNTY as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.
- b. Develop the PROJECT'S base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (p.m.) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.
- c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.
- d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act, ("NEPA"). This shall include, but not be limited to, any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), hazardous waste site, and environmental justice studies required. The COUNTY 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 practices.
- f. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.
- g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

- h. Prepare the PROJECT'S drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.
 - i. Prepare traffic studies, preliminary construction plans, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including signing, marking, and signal plans, erosion control, traffic handling, and construction sequence plans and specifications including special provisions for the PROJECT.
 - j. The COUNTY 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 COUNTY shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.
 - k. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.
 - l. Failure of the COUNTY to follow the DEPARTMENT'S Plan Development Process will jeopardize the use of Federal funds and it shall be the responsibility of the COUNTY to make up a loss of that funding.
7. All Primary Consultant firms hired by the COUNTY to provide services on the PROJECT shall be pre-qualified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the COUNTY with a list of pre-qualified consultant firms in the appropriate area-classes.
 8. The PROJECT construction and right of way plans shall be prepared in English Units.
 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 guidelines on electronic file management.
 10. 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 COUNTY.
 11. Upon the COUNTY'S determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the COUNTY shall acquire the necessary rights of way for the PROJECT. Right of way acquisition shall be in accordance

with the law and the rules and regulations of the FHWA including but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure to follow these requirements will result in loss of Federal funding for the PROJECT and it shall be the responsibility of the COUNTY to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to the advertising of the PROJECT for bids. The COUNTY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

12. The COUNTY 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 COUNTY 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, the COUNTY shall let the PROJECT for construction. The COUNTY shall be solely responsible for securing and awarding the construction contract for the PROJECT. The COUNTY shall perform and bear all costs associated with inspection and materials testing during construction. Such inspection and materials testing shall be done in accordance with the Transportation Online Policy and Procedure System 5020-1 on file at the DEPARTMENT and available to the COUNTY.
15. The COUNTY shall review and recommend all shop drawings to the DEPARTMENT for approval by the DEPARTMENT.
16. The COUNTY 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 COUNTY.
17. The COUNTY 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 COUNTY pursuant to this AGREEMENT. The COUNTY 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 COUNTY to address the errors or deficiencies within 30 days shall cause the COUNTY 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 COUNTY shall, to the extent allowable by law, 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 COUNTY pursuant to this AGREEMENT.

18. The County shall Certify that the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirements of Audits" as complied with in full such that:
 - a. Each Unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
 - b. The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
 - c. The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
 - d. A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide notification to the public as to the location of and times during which the public may inspect the report.
19. 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.
20. The parties agree this AGREEMENT shall not be binding and neither party hereto shall have any obligation or liability to the other whatsoever under this AGREEMENT unless and until such time as that certain Addendum to Local Government Project Agreement (Arterial Road Project) regarding the PROJECT shall have been (a) executed and delivered by the parties, and acknowledged and consented to by the SRTA and GRTA, and (b) attached to this AGREEMENT.

21. This AGREEMENT contains the entire understanding between the parties relating to the subject matter of the previously executed Local Government Project Agreement and supercedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Any amendments to this AGREEMENT must be in writing, executed by the parties and have express reference to be made a part of this AGREEMENT.

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

RECOMMENDED:

BOARD OF COMMISSIONERS
Clayton County, Georgia

Buddy Smith
District Engineer

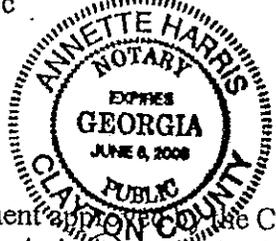
BY: [Signature]
Chairman

[Signature]
Director of Preconstruction

Signed, sealed and delivered this 7th day of October, 2003, in the presence of:

[Signature]
Chief Engineer

[Signature]
Witness
[Signature]
Notary Public



DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Commissioner

This Agreement approved by the Clayton County Commission at a meeting held at 112 Smith St. Jonesboro this 7th day of October, 2003

ATTEST:
[Signature]
Treasurer

[Signature]
Clerk of Commission

Reviewed as to Legal Form:
[Signature]
Office of Legal Services

ADDENDUM TO
LOCAL GOVERNMENT PROJECT AGREEMENT
(Arterial Road Project)

This ADDENDUM TO LOCAL GOVERNMENT PROJECT AGREEMENT (this "Addendum") is made effective as of this ____ day of _____, 2003, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia ("DEPARTMENT"), and CLAYTON COUNTY, GEORGIA, acting by and through its Board of Commissioners ("COUNTY").

WITNESSETH: That;

WHEREAS, the DEPARTMENT and the COUNTY entered into that certain Agreement between Department of Transportation State of Georgia and Clayton County, dated _____ (the "Local Government Project Agreement"), relating to the construction of land transportation project improvements described as Anvilblock Road from Grant Road to Bouldercrest Road/ add curb & gutter, currently identified as Georgia Department of Transportation Project Number STP-00MS-(342), P.I. Number 771210, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT and the COUNTY, together with the GEORGIA REGIONAL TRANSPORTATION AUTHORITY, a public authority of the State of Georgia ("GRTA"), and the STATE ROAD AND TOLLWAY AUTHORITY, a public authority of the State of Georgia ("SRTA") entered into that certain Intergovernmental Agreement Relating to Land Public Transportation Systems and Land Transportation Projects, dated June 13, 2002 (the "Intergovernmental Agreement"); and

WHEREAS, Section 2.6 of the Intergovernmental Agreement requires the DEPARTMENT and the COUNTY to amend the Local Government Project Agreement to clearly indicate the parties' respective roles and responsibilities with respect to each Land Transportation Project (as defined in the Intergovernmental Agreement); and

WHEREAS, the DEPARTMENT and the COUNTY desire to enter into this Addendum to the Local Government Project Agreement as required by the Intergovernmental Agreement, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the mutual promises made and of the benefits to flow from one to the other, the adequacy and sufficiency of which are hereby acknowledged, the DEPARTMENT and the COUNTY agree as follows:

1. Recitals; Definitions. The foregoing Recitals are true, correct and complete and are hereby incorporated in this Addendum by this reference. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Intergovernmental Agreement.

2. Projects. The PROJECT identified under this Addendum to the Local Government Project Agreement is acknowledged to be one of the Land Transportation Projects specified in the Intergovernmental Agreement. The COUNTY acknowledges and agrees that the PROJECT is and shall at all times be for the essential public purpose of providing facilities and services to meet land public transportation needs and environmental standards for the State of Georgia and to aid in the accomplishment of the purposes of GRTA.
3. Schedule. In addition to the provisions of the Local Government Project Agreement, the DEPARTMENT and the COUNTY recognize the need to maintain the PROJECT schedule for SRTA purposes and shall complete the PROJECT in accordance with the detailed project schedule attached hereto as Schedule A as near as practicable, provided that SRTA shall be notified by the COUNTY if a PROJECT milestone will be missed and what corrective actions will take place to reinstate the PROJECT schedule.
4. Funding. Notwithstanding the provisions of the Local Government Project Agreement, the PROJECT shall be funded as described in the Intergovernmental Agreement and as set forth below:
 - 4.1 The COUNTY will submit requisitions to the DEPARTMENT solely for, and will apply the proceeds received from the DEPARTMENT solely to, the payment of costs associated with the PROJECT.
 - 4.2 Each requisition for funds shall include the certifications substantially as described in Schedule B hereto, including a certificate of compliance with the Sources and Uses of Funds attached as Schedule C hereto (the "Sources and Uses of Funds Schedule") or an explanation of variances thereto.
 - 4.3 Each requisition for funds shall include evidence of payment by the COUNTY of the work or services for which the COUNTY would seek reimbursement.
5. Applicable Regulations. The COUNTY shall follow the DEPARTMENT's Plan Development Process and all applicable federal regulations, requirements, and restrictions in order to maintain federal eligibility for reimbursement through the Federal Highway Administration, if any, regardless of fund availability through the Intergovernmental Agreement.
6. Intergovernmental Agreement. The Intergovernmental Agreement is hereby incorporated in this Addendum by this reference. Nothing contained herein shall modify or amend any provision of the Intergovernmental Agreement. In the event of a conflict between the Local Government Project Agreement, this Addendum to the Local Government Project Agreement, and the Intergovernmental Agreement, the provisions of the Intergovernmental Agreement shall control.
7. No Further Modification. In the event of any inconsistency between the Local Government Project Agreement and this Addendum, the terms of this Addendum shall control. Except as otherwise modified herein, all terms and conditions in the Local Government Project Agreement shall remain in full force and effect.

8. Limited Purposes. The parties to this Addendum acknowledge and agree that this is a limited undertaking for the sole purpose of addressing the matters expressly agreed to herein. The parties hereto agree to work together in good faith to resolve any issues that arise and are not addressed in this Addendum.
9. Non-Discrimination. During the term of this Addendum, the parties agree to abide by the provisions of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The parties will take affirmative action to ensure that perspective employees are employed without regard to their race, color, religion, sex or national origin. It is further agreed that the parties shall comply and shall require their contractors and consultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200.
- 10: Awards of Contract. The parties agree that in any contracts to be developed and awarded pursuant to this Addendum and all work and procedures relating to said contracts shall, at all times, conform to the applicable Federal and State of Georgia laws, rules, regulations, orders and approvals, including specifically procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination and compliance with the Americans with Disabilities Act.
11. Miscellaneous.
- 11.1 Assignment. Without the express written consent of the other parties, no party may assign, in whole or in part, any of its rights and obligations hereunder to any other party.
- 11.2 No Third-Party Beneficiaries. Nothing herein shall be construed as conferring upon or giving to any person or entity, other than the parties hereto, any rights or benefit under or by reason of this Addendum.
- 11.3 Notices. It shall be sufficient service or any notice, approval, consent, request, complaint, demand or other communication if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, or by facsimile transmission immediately followed by a telephone call to confirm receipt, and addressed as follows:

If to the DEPARTMENT:

Georgia Department of Transportation
No. 2 Capital Square
Atlanta, Georgia 30334
Attention: J. Tom Coleman, Jr., Commissioner
(404) 656-5206
(404) 657-8389 Fax

If to the COUNTY: The Honorable Crandle Bray, Chairman
Clayton County Commission
112 Smith Street
Jonesboro, Georgia 30236

The date upon which such notice is delivered will be deemed the date of receipt thereof. The persons listed above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, complaints, demands or other communications shall be sent or persons to whose attention the same shall be directed.

- 11.4 Governing Law. This Addendum shall be governed by and interpreted in accordance with the laws of the State of Georgia.
- 11.5 Headings. The section and paragraph headings contained in this Addendum are for reference purposes only and shall not affect the meaning or interpretation of this Addendum.
- 11.6 No Waivers. No failure of a party to exercise any power given such party hereunder or to insist upon strict compliance by the other to its obligation hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any rights of a party to demand exact compliance with the terms hereof.
- 11.7 Severability. If any provision of this Addendum, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Addendum shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 11.8 Interpretation. Should any provision of this Addendum require judicial interpretation, it is agreed and stipulated by and between the parties hereto 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.
- 11.9 Time of the Essence. Time is of the essence in this Addendum and with respect to each and every provision herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the DEPARTMENT and the COUNTY have hereunto executed this Addendum and affixed their seal through their duly authorized representatives, who have been first authorized to do so, on the day and year first above specified.

Clayton COUNTY

By: [Signature]
Name: Crandall Bray
Title: Chairman

Attest: [Signature]
Name: Suzanne Brown
Title: Clerk

(SEAL)

APPROVED AS TO FORM:

By: [Signature]

APPROVED PER MINUTES:

By: Minutes from meeting on 10/7/03
will be approved on 10/21/03

DEPARTMENT OF
TRANSPORTATION,
STATE OF GEORGIA

By: [Signature]
Name: Harold E. Lewis, Sr.
Title: Commissioner

APPROVED AS TO FORM:

By: [Signature]

ACKNOWLEDGED AND CONSENTED TO BY:

STATE ROAD AND
TOLLWAY AUTHORITY

By: [Signature]
Name: _____
Title: _____

GEORGIA REGIONAL
TRANSPORTATION
AUTHORITY

By: [Signature]
Name: _____
Title: _____

Schedule A

County	Proj Id	Description	Activity Description	Sched Finish
CLAYTON	771210-	ANVILBLOCK RD FM 5 LANE TO BOULDERCREST	PE Funding Authorization	5-Jan-2004
			Environmental Approval Complete	29-Sep-2004
			Let Contract	7-Feb-2006
			Construction 75% Complete	26-Jun-2007
			Construction 100% Complete	11-Dec-2007
			Construction Final Payment	12-Feb-2008

Schedule B

Requisition Form

As the _____ of the COUNTY, I hereby certify that an obligation in the stated amount has been incurred by the COUNTY for the PROJECT, as defined in that certain Local Government Project Agreement dated _____, as amended by Addendum to Local Government Project Agreement (Arterial Road Project) dated _____ (as amended, the "LGPA"), as follows:

[specify the purpose and circumstances of such obligation in reasonable detail],

that a bill or statement of amount for such obligation or a copy thereof is on file with the COUNTY, that such obligation has been paid by the COUNTY, and, has not been the subject of a previous requisition, and [is] [is not] in compliance with the Sources and Uses of Funds Schedule (as defined in the LGPA). *[If not in compliance, specify the variances here: _____.]*

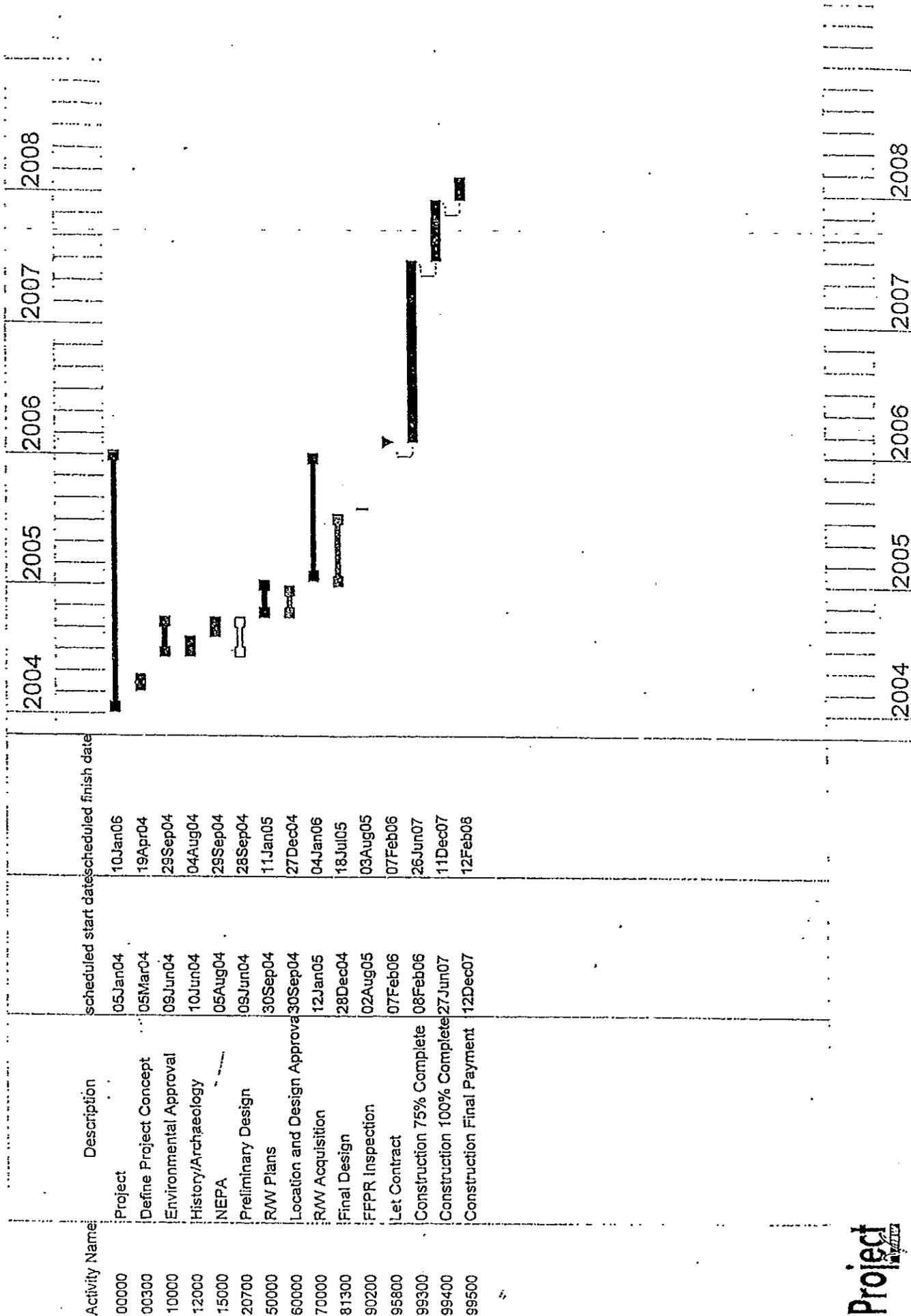
I oversee systems to discover errors, if any, in the information described in the foregoing sentence, and upon any such discovery will submit a corrective requisition posthaste.

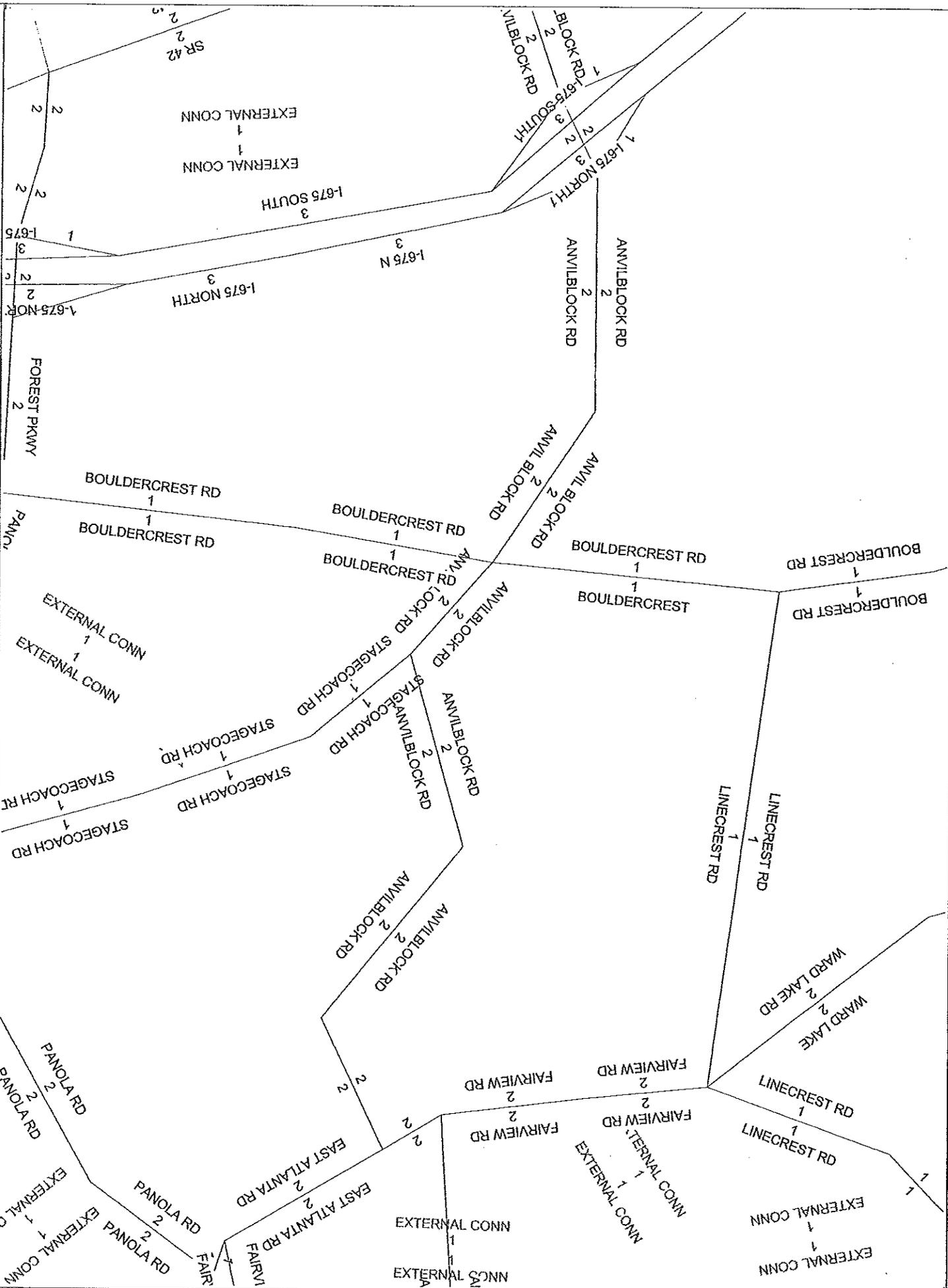
Name: _____

Title: _____

Date: _____

Project : 771210-(0) ANVILBLOCK RD FM 5 LANE TO BOULDERCREST





**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

INTERDEPARTMENT CORRESPONDENCE

FILE: P.I. No. 771210 & 0004638

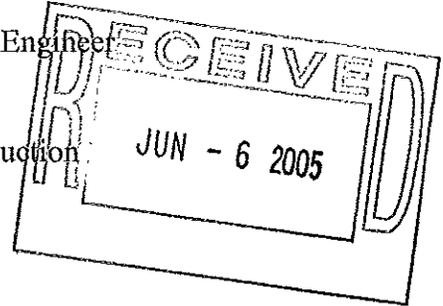
OFFICE: Environment/Location

DATE: June 1, 2005

FROM: 
Harvey D. Keepler, State Environmental/Location Engineer

TO: Margaret B. Pirkle, Assistant Director of Preconstruction

SUBJECT: **PROJECT CONCEPT REPORT
STP-00MS(342) & MSL-0004-00(638)
Anvilblock Road Widening / Clayton County**



The above subject concept report has been reviewed. We need to evaluate whether P.I. # 751800 (see Page 3) needs to be included in this environmental document. Page 3 says we have logical termini on east side, but offers no supporting data. We will need to evaluate impacts and coordinate w/FHWA to determine the appropriate level of document. The time to complete environmental could take twelve (12) months; longer if we have to complete a 4(f) evaluation.

If you have any questions, please contact me at (404) 699-4401.

HDK/lc

Attachment

cc: Brian Summers
Bryant Poole
Keith Golden
Joe Palladi
Jamie Simpson

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

District Seven

PROJECT CONCEPT REPORT

Project Number: STP-00MS(342), MSL-0004-00(638)

County: Clayton County

P. I. Number: 771210, 0004638

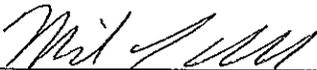
Federal Route Number: N/A

State Route Number: N/A

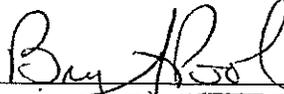
Anvilblock Road (See page 2 for Location Map)
From Grant Road to Allen Drive

Recommendation for approval:

DATE 5/9/05


Project Manager

DATE 5/19/05


District Engineer

The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Plan (RTP) and the State Transportation Improvement Program (STIP).

DATE _____

State Transportation Planning Administrator

DATE _____

State Transportation Financial Management Administrator

DATE 5.31.05


State Environmental/Location Engineer

DATE _____

State Traffic Safety & Design Engineer

DATE _____

Project Review Engineer

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

District Seven

PROJECT CONCEPT REPORT

Project Number: STP-00MS(342), MSL-0004-00(638)

County: Clayton County

P. I. Number: 771210, 0004638

Federal Route Number: N/A

State Route Number: N/A

Anvilblock Road (See page 2 for Location Map)
From Grant Road to Allen Drive

Recommendation for approval:

DATE 5/9/05

Neil Smith
Project Manager

DATE 5/19/05

Ben Ross
District Engineer

The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Plan (RTP) and the State Transportation Improvement Program (STIP).

DATE 6/2/05

Joseph P. Pineda
State Transportation Planning Administrator

DATE _____

State Transportation Financial Management Administrator

DATE _____

State Environmental/Location Engineer

DATE _____

State Traffic Safety & Design Engineer

DATE _____

Project Review Engineer

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

District Seven

PROJECT CONCEPT REPORT

Project Number: STP-00MS(342), MSL-0004-00(638)

County: Clayton County

P. I. Number: 771210, 0004638

Federal Route Number: N/A

State Route Number: N/A

*Anvilblock Road (See page 2 for Location Map)
From Grant Road to Allen Drive*

Recommendation for approval:

DATE 5/9/05

Mit [Signature]
Project Manager

DATE 5/19/05

Buy [Signature]
District Engineer

The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Plan (RTP) and the State Transportation Improvement Program (STIP).

DATE _____

State Transportation Planning Administrator

DATE 5.23.05

James [Signature]
State Transportation Financial Management Administrator

DATE _____

State Environmental/Location Engineer

DATE _____

State Traffic Safety & Design Engineer

DATE _____

Project Review Engineer

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

District Seven

PROJECT CONCEPT REPORT

Project Number: STP-00MS(342), MSL-0004-00(638)

County: Clayton County

P. I. Number: 771210, 0004638

Federal Route Number: N/A

State Route Number: N/A

Anvilblock Road (See page 2 for Location Map)
From Grant Road to Allen Drive

Recommendation for approval:

DATE 5/9/05

Neil Summ
Project Manager

DATE 5/19/05

Bay Hool
District Engineer

The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Plan (RTP) and the State Transportation Improvement Program (STIP).

DATE _____

State Transportation Planning Administrator

DATE _____

State Transportation Financial Management Administrator

DATE _____

State Environmental/Location Engineer

DATE _____

State Traffic Safety & Design Engineer

DATE 6/13/05

Brian H. Summers
Project Review Engineer