

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**OFFICE OF DESIGN POLICY & SUPPORT
INTERDEPARTMENTAL CORRESPONDENCE**

FILE P.I. #0010123

OFFICE Design Policy & Support

N/A

GDOT District 7 - Metro Atlanta

Fulton County

DATE May 9, 2012

SR 237 from Habersham Rd. to 0.10 mile south of
Habersham Dr.

FROM *for [Signature]* Brent Story, State Design Policy Engineer

TO SEE DISTRIBUTION

SUBJECT APPROVED CONCEPT REPORT

Attached is the approved Concept Report for the above subject project.

Attachment

DISTRIBUTION:

Genetha Rice-Singleton, Program Control Administrator
Bobby Hilliard, State Program Delivery Engineer
Cindy VanDyke, State Transportation Planning Administrator
Angela Robinson, Financial Management Administrator
Glenn Bowman, State Environmental Administrator
Kathy Zahul, State Traffic Engineer
Georgene Geary, State Materials & Research Engineer
Lisa Myers, State Project Review Engineer
Jeff Baker, State Utilities Engineer
Ken Thompson, Statewide Location Bureau Chief
Michael Henry, Systems & Classification Branch Chief
Bryant Poole, District Engineer
Scott Lee, District Preconstruction Engineer
Jonathan Walker, District Utilities Engineer
Sue Anne Decker, Project Manager
BOARD MEMBER - 5th Congressional District

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PROJECT CONCEPT REPORT

Project Number: N/A
County: Fulton
P. I. Number: 0010123
Federal Route Number: N/A
State Route Number: 237

SR 237 From Habersham Road to 0.10 Mi S of Habersham Drive

Submitted for approval:

DATE 12/20/2011

DATE _____

DATE 1/11/2012

DATE 1/11/2012

[Signature]
Kimley-Horn and Associates - Sean Johnston
Design Consultant Name and Firm Name
[Signature] - Brian M. [Signature]
Local Government
[Signature]
Office Head (Project Manager's Office)
Sue Anne Decker
Project Manager

Recommendation for approval:

DATE _____

DATE 2/9/2012

DATE 2/2/2012

DATE _____

DATE 1/3/2012

DATE _____

DATE _____

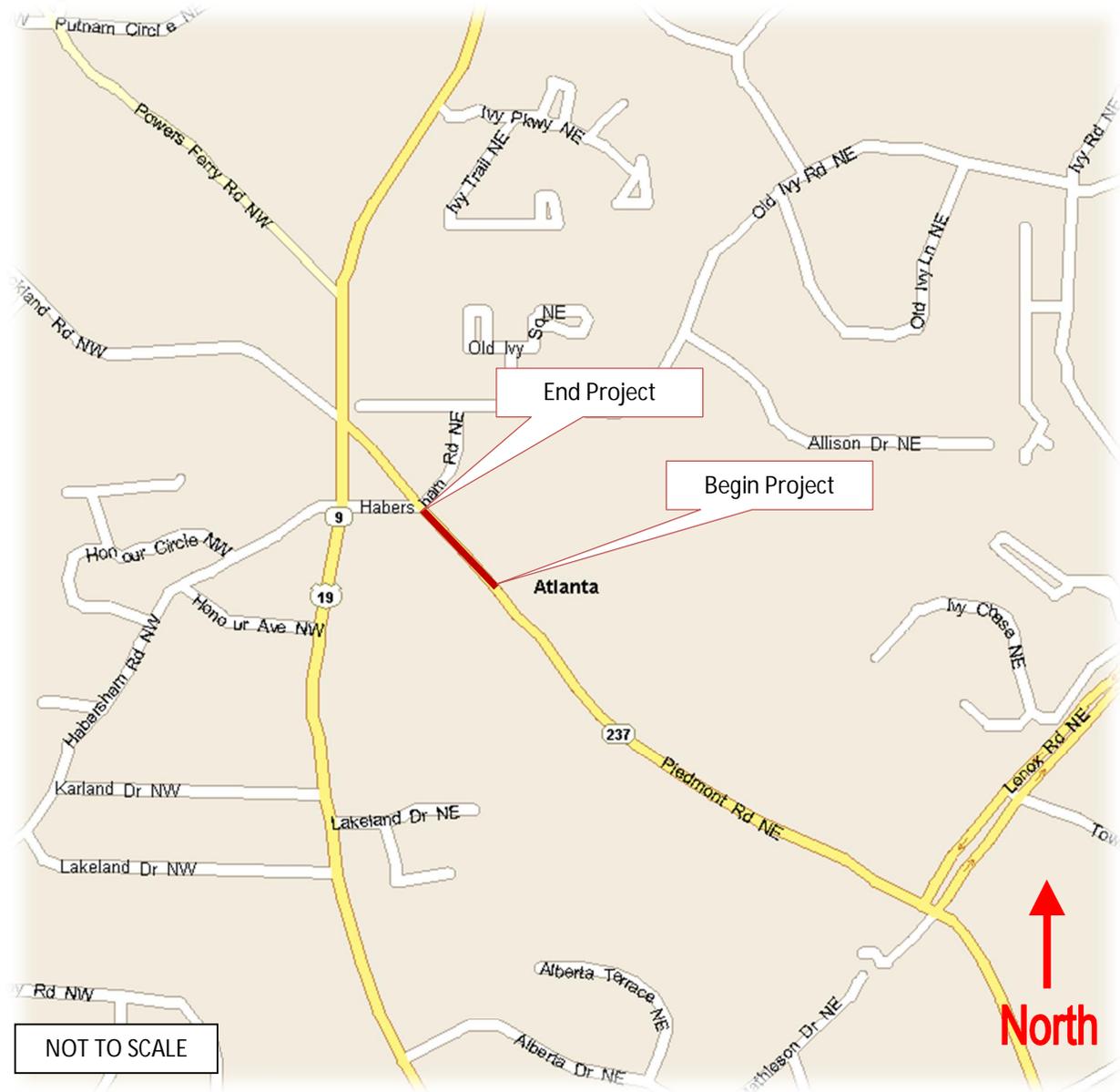
Program Control Administrator *TS
GLENN BAXMAN
State Environmental Administrator *TS
KATHY ZAHUL
State Traffic Engineer
Project Review Engineer *TS
LISA MYERS
State Utilities Engineer
District Engineer / District Utilities Engineer
State Transportation Financial Management Administrator

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

DATE 2/2/2012

CYNTHIA L. VANDUYKE *
State Transportation Planning Administrator

* RECOMMENDATION ON FILE



Project Location Map

Project Number: N/A
P.I. Number: 0010123
Fulton County, GA

SR 237 From Habersham Road to 0.10 Mi S of Habersham Drive

Source: Microsoft Streets & Trips 2006



Need and Purpose: SR 237/Piedmont Road is a high volume, congested roadway as it approaches Habersham Road and Roswell Road in the Buckhead community of Atlanta, Georgia. At the intersection of Piedmont Road and Habersham Road, the existing overall intersection Level of Service is LOS C. However, northbound vehicles currently experience delays during the PM peak hours (4pm to 6pm) because the northbound left-turn volume exceeds the available storage length of 75 feet, and queues extend into the inside northbound through lane. This project will improve left-turn lane storage along Piedmont Road between Habersham Road and the adjacent signalized intersection at the Piedmont Center office park driveway. The improvements will result in a reduction in overall vehicle travel time of up to 2.57 hours for northbound through and right-turning vehicles at the Habersham Road intersection, and will improve the overall intersection level of service to LOS B.

Description of the proposed project: The proposed project is located in the Buckhead community of Atlanta, Georgia in Fulton County. The project is located along SR 237/Piedmont Road between the intersection of Habersham Road and the adjacent signalized intersection at the Piedmont Center office park driveway. The proposed project length is approximately 1,100 feet along Piedmont Road, and will widen the roadway symmetrically between Habersham Road and the Piedmont Center driveway in order to extend the northbound left-turn lane at Habersham Road and provide a two-way left turn lane between the two signalized intersections. Shoulders will consist of concrete header curb with 7-foot concrete sidewalk (to match existing sidewalks) along the northbound side of Piedmont Road, and concrete header curb with 6-foot sidewalk and 2-foot grassed strip (to match existing sidewalks) along the southbound side of Piedmont Road.

Is the project located in a PM 2.5 Non-attainment area? Yes No

Is this project located in an Ozone Non-attainment area? Yes No

The proposed project will not affect the number of through lanes along Piedmont Road within the project limits, from Habersham Road to the Piedmont Center driveway. The proposed improvements will maintain two travel lanes in each direction (four travel lanes total), which is consistent with the conforming plan's model description.

PDP Classification: Major () Minor (X)

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

Functional Classification: Urban Minor Arterial

U. S. Route Number(s): N/A

State Route Number(s): SR 237

Traffic (AADT):

Base Year: (2012): 41,000

Design Year: (2015): 41,620

Existing design features:

- Typical Section (SR 237/Piedmont Road): Two 10' travel lanes in each direction, variable width (10' to 12') left turn lanes at intersections, and urban shoulders with concrete header curb and variable width (5' to 7') sidewalk on both sides.
- Posted speed: 35 mph Minimum radius for curve: N/A
- Maximum super-elevation rate for curve: N/A
- Maximum grade: 2% (SR 237/Piedmont Road)
- Width of right-of-way: Varies 65-80 ft.
- Major structures: N/A
- Major interchanges or intersections along the project: SR 237/Piedmont Road at Habersham Road
- Existing length of roadway segment and the beginning mile logs for each county segment:
 - Existing Length of Roadway Segment: 0.21 miles
 - Begin Mile Post: 2.89
 - End Mile Post: 3.10
- If an expansion or add-on to an existing ITS system (such as NaviGator), identify physical limits of field device location and/or brief explanation of new features: N/A

Proposed Design Features:

- Proposed typical section (SR 237/Piedmont Road): Two 10' travel lanes in each direction, 11' left turn lanes at intersections, 11' two-way left turn lane between intersections, and urban shoulders with concrete header curb and variable width (6' to 7') sidewalk on both sides.
- Proposed Design Speed Mainline: 35 mph
- Proposed Maximum grade Mainline: 2%
- Maximum grade allowable: 6%
- Proposed Maximum grade Side Street: N/A
- Maximum grade allowable: N/A
- Proposed Maximum grade driveway: 11%
- Proposed Minimum radius of curve: N/A
- Minimum radius allowable: N/A
- Maximum allowable superelvation rate: N/A
- Proposed maximum superelevation rate: N/A
- Right-of-Way:
 - Width: 65-80'
 - Easements: Temporary (X) Permanent () Utility () Other ()
 - Type of access control: Full () Partial () By Permit (X) Other ()
 - Number of parcels: 5 Number of displacements: 0
 - Business: _____
 - Residences: _____
 - Mobile homes: _____
 - Other: _____

- Structures: N/A
- Major intersections: SR 237/Piedmont Road at Habersham Road
- For ITS projects identify physical limits of field device location, location of any control centers and/or brief explanation of new features: N/A
- Transportation Management Plan Anticipated: Yes () No (X)
- Design Exceptions to controlling criteria anticipated:

	<u>YES</u>	<u>NO</u>	<u>UNDETERMINED</u>
HORIZONTAL ALIGNMENT:	()	(X)	()
LANE WIDTH:	()	(X)	()
SHOULDER WIDTH:	()	(X)	()
VERTICAL GRADES:	()	(X)	()
CROSS SLOPES:	()	(X)	()
STOPPING SIGHT DISTANCE:	()	(X)	()
SUPERELEVATION RATES:	()	(X)	()
VERTICAL ALIGNMENT:	()	(X)	()
SPEED DESIGN:	()	(X)	()
VERTICAL CLEARANCE:	()	(X)	()
BRIDGE WIDTH:	()	(X)	()
BRIDGE STRUCTURAL CAPACITY:	()	(X)	()
LATERAL OFFSET TO OBSTRUCTION:	()	(X)	()

- Design Variances: Horizontal Clearance. Design variances are anticipated to avoid impacts to private property, mature trees and utilities along this highly developed arterial.
- Environmental Concerns: None Anticipated.
- Anticipated Level of environmental analysis:
 - Are Time Savings Procedures appropriate? Yes (X) No ()
 - Categorical exclusion anticipated (X)
 - Environmental Assessment/Finding of No Significant Impact anticipated (FONSI): ()
 - Environmental Impact Statement (EIS) ()
- Utility involvements:
 - Utility facilities located within the project limits include:
 - Gas (Atlanta Gas Light)
 - Power (Georgia Power)
 - Water (City of Atlanta)
 - Telecommunications (AT&T, Comcast, Verizon)
- VE Study Anticipated Yes () No (X)
- Benefit/Cost Ratio: N/A

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE PROJECT No. N/A, Fulton County
SR 237 from Habersham Rd to 0.10 MI S OF Habersham Dr
P.I. No. 0010123

OFFICE Program Delivery

DATE 1/11/2012

Sue Anne Decker

FROM Michael Haithcock, P.E., Assistant Office Head, Office of Program Delivery

TO Ron Wishon, State Project Review Engineer, Office of Engineering Services

SUBJECT REVISIONS TO PROGRAMMED COSTS

PROJECT MANAGER Sue Anne Decker, P.E.

MNGT LET DATE 9/15/2013

MNGT R/W DATE 9/21/2012

PROGRAMMED COST (TPro W/OUT INFLATION)

LAST ESTIMATE UPDATE

CONSTRUCTION \$385,899.70

DATE 11/16/2011

RIGHT OF WAY \$82,800.00

DATE 11/16/2011

UTILITIES \$61,500.00

DATE 11/16/2011

REVISED COST ESTIMATES

CONSTRUCTION* \$393,346.81

RIGHT OF WAY \$141,000.00

UTILITIES \$61,500.00

* Costs contain 5% Engineering and Inspection.

REASON FOR COST DECREASE: This is a concept cost estimate and is based on the qualities known at this time.

CONTINGENCY SUMMARY

Construction Cost Estimate:	\$357,577.66	(Base Estimate)
Engineering and Inspection:	\$17,878.88	(Base Estimate x 5 %)
Total Liquid AC Adjustment	\$ 17,890.27	
Construction Total:	\$393,346.81	
Utility Total:	\$ 61,500.00	

REIMBURSABLE UTILITY COST

Utility Owner	Reimbursable Costs
Atlanta Gas Light	TBD
Georgia Power	TBD
City of Atlanta (Water and Sewer)	TBD
Verizon	TBD
Comcast	TBD
AT&T	TBD
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachments

cc: Kathy Zahul, State Traffic Engineer
Attn: Paul DeNard, Operational Improvement Manager

PROJ. NO. NA
P.I. NO. 0010123
DATE 1/10/2012

CALL NO.

INDEX (TYPE)	DATE	INDEX
REG. UNLEADED	Jan-12	\$ 3.297
DIESEL		\$ 3.818
LIQUID AC		\$ 578.00

Link to Fuel and AC Index:
<http://www.dot.ga.gov/doingbusiness/Materials/Pages/asphaltcementindex.aspx>

LIQUID AC ADJUSTMENTS

PA=[((APM-APL)/APL)]xTMTxAPL

Asphalt

Price Adjustment (PA)				14739	\$	14,739.00
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	924.80		
Monthly Asphalt Cement Price month project let (APL)			\$	578.00		
Total Monthly Tonnage of asphalt cement (TMT)				42.5		

ASPHALT	Tons	%AC	AC ton
Leveling	104	5.0%	5.2
12.5 OGFC		5.0%	0
12.5 mm	608	5.0%	30.4
9.5 mm SP		5.0%	0
25 mm SP	92	5.0%	4.6
19 mm SP	46	5.0%	2.3
	850		42.5

BITUMINOUS TACK COAT

Price Adjustment (PA)			\$	808.82	\$	808.82
Monthly Asphalt Cement Price month placed (APM)	Max. Cap	60%	\$	924.80		
Monthly Asphalt Cement Price month project let (APL)			\$	578.00		
Total Monthly Tonnage of asphalt cement (TMT)				2.332239801		

Bitum Tack

Gals	gals/ton	tons
543	232.8234	2.3322398

PROJ. NO.

NA

CALL NO.

P.I. NO.

0010123

DATE

1/10/2012

BITUMINOUS TACK COAT (surface treatment)

Price Adjustment (PA)

2342.452176

\$

2,342.45

Monthly Asphalt Cement Price month placed (APM)

Max. Cap

60%

\$ 924.80

Monthly Asphalt Cement Price month project let (APL)

\$ 578.00

Total Monthly Tonnage of asphalt cement (TMT)

6.75447571

Bitum Tack	SY	Gals/SY	Gals	gals/ton	tons
Single Surf. Trmt.	6950	0.20	1390	232.8234	5.970190282
Double Surf.Trmt.	415	0.44	182.6	232.8234	0.784285428
Triple Surf. Trmt	0	0.71	0	232.8234	0
					6.75447571

TOTAL LIQUID AC ADJUSTMENT

\$

17,890.27

Department of Transportation

State of Georgia

Interdepartmental Correspondence

FILE R/W Cost Estimate **OFFICE** Atlanta
DATE February 2, 2012

FROM Phil Copeland, Right of Way Administrator
LaShone Alexander, Right of Way Cost Estimator

TO Sue Anne Decker, Project Manager

SUBJECT **Preliminary Right of Way Cost Estimate**
Project: Fulton County
P.I. No.: 0010123
Description: Habersham Rd to 0.10 Mi S of Habersham Drive

As per your request, attached is a copy of the approved Preliminary Right of Way Cost Estimates on the above referenced projects.

If you have any questions, please contact LaShone Alexander at One Georgia Center 600 West Parkway Street, NW Atlanta, GA 30308, Right of Way Office at (478) 553-1569 or (478) 232-4045.

,
PC:LA
Attachments
c: file

GEORGIA DEPARTMENT OF TRANSPORTATION
PRELIMINARY ROW COST ESTIMATE SUMMARY

Date: 2/1/2012 Project: N/A
 Revised: County: Fulton
 PI: 0010123

Description: SR 273 From Habersham Rd to 0.10 Mi S of Habersham Drive
 Project Termini: Habersham Road to 0.10 MI S of Habersham Drive

Existing ROW:
 Required ROW:
 Parcels: 6

Land and Improvements _____ \$35,306.25

Proximity Damage	\$0.00
Consequential Damage	\$0.00
Cost to Cures	\$0.00
Trade Fixtures	\$0.00
Improvements	\$0.00

Valuation Services _____ \$0.00

Legal Services _____ \$41,550.00

Relocation _____ \$12,000.00

Demolition _____ \$0.00

Administrative _____ \$52,000.00

TOTAL ESTIMATED COSTS _____ \$140,856.25

TOTAL ESTIMATED COSTS (ROUNDED) _____ \$141,000.00

Preparation Credits	Hours	Signature

Prepared By: Leahon Alexander CG#: 286999 DATE: 2/02/2012
 Approved By: Leahon Alexander CG#: 286999 DATE: 2/02/2012

NOTE: No Market Appreciation is included in this Preliminary Cost Estimate

From: [Decker, Sue Anne](#)
To: [Jones, Tony](#)
Cc: ["Sean.Johnston@kimley-horn.com"](mailto:Sean.Johnston@kimley-horn.com)
Subject: FW: 0010123 Fulton - Utility cost estimates
Date: Thursday, February 02, 2012 2:40:11 PM

Please see the concurrence from D7 below.

If you have any questions/comments, please feel free to contact me.

Thanks and have a great day!

Sue Anne H. Decker, P.E.

Project Manager

Office: 706-646-6974

Blackberry: 404-987-1990

From: Walker, Jonathan
Sent: Thursday, February 02, 2012 2:39 PM
To: Decker, Sue Anne
Cc: Cunningham, Clyde
Subject: RE: 0010123 Fulton - RW and Utility cost estimates

This office concurs with the estimate.

If you have any questions, let me know.

Jonathan Walker
District Utilities Engineer
Georgia Department of Transportation
5025 New Peachtree Road
Chamblee, Georgia 30341
Phone: (770) 986-1117
E-mail: jowalker@dot.ga.gov

From: Decker, Sue Anne
Sent: Monday, January 30, 2012 10:19 AM
To: Anderson, Katrina; Walker, Jonathan
Subject: FW: 0010123 Fulton - RW and Utility cost estimates

Katrina/Jonathan,

I need your concurrence to the attached estimates in order to get concept report approval. Please provide your concurrence at your earliest convenience.

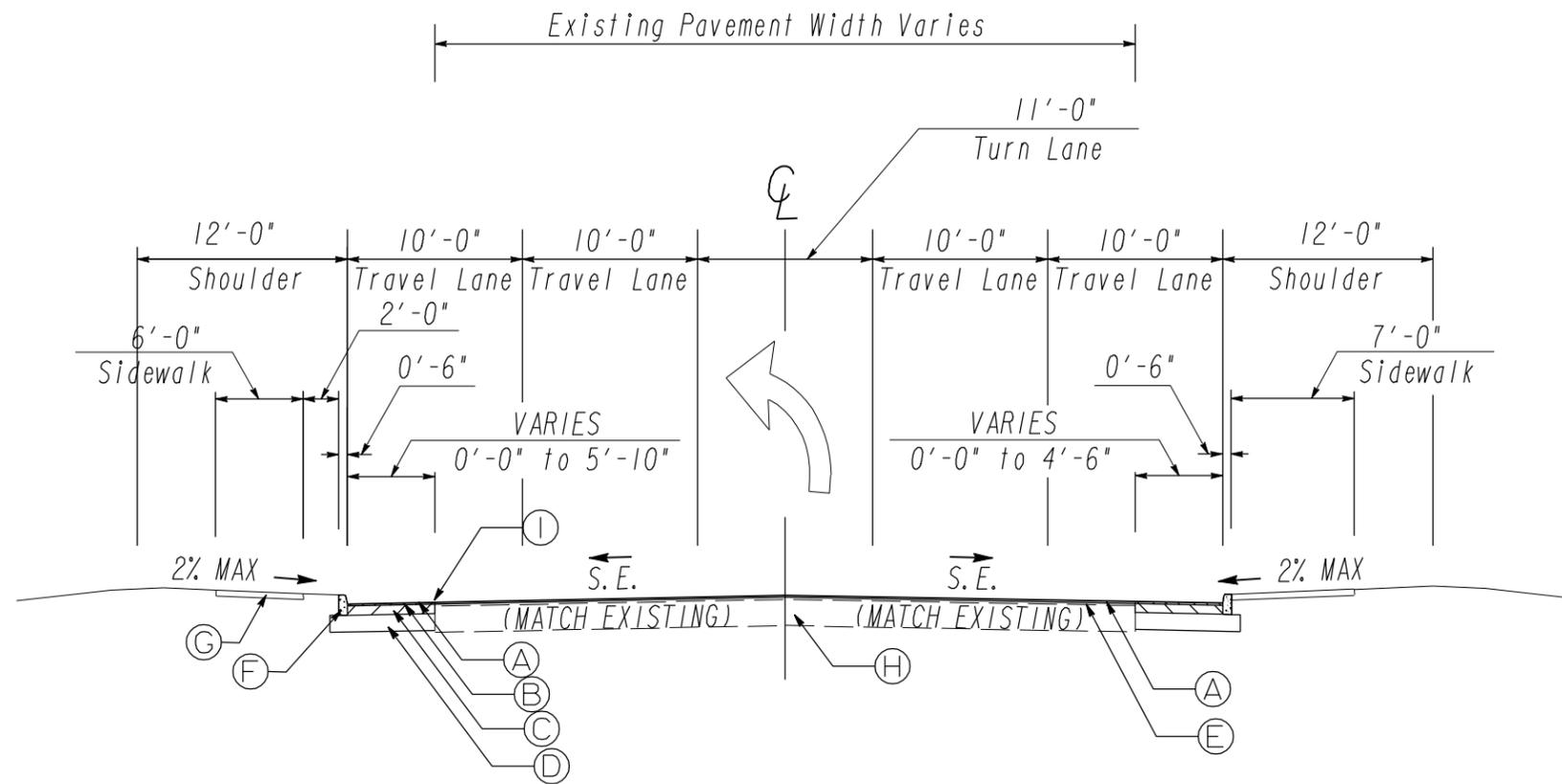
Thanks and have a great day!

Sue Anne H. Decker, P.E.

Project Manager

Office: 706-646-6974

Blackberry: 404-987-1990



TS-1
PIEDMONT ROAD
STA. 103+96 TO 107+46

REQUIRED PAVEMENT

- (A) RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME (165 LB/SY)
- (B) RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME (220 LB/SY)
- (C) RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME (440 LB/SY)
- (D) GR AGGR BASE CRS, INCL MATL (12")
- (E) MILL ASPH CONC PVMT 1 1/2 IN DEPTH
- (F) CONC. HEADER CURB
- (G) CONC SIDEWALK, 4 IN
- (H) EXISTING PAVEMENT (TO BE RETAINED)
- (I) PAVEMENT REINFORCING FABRIC

NOT TO SCALE



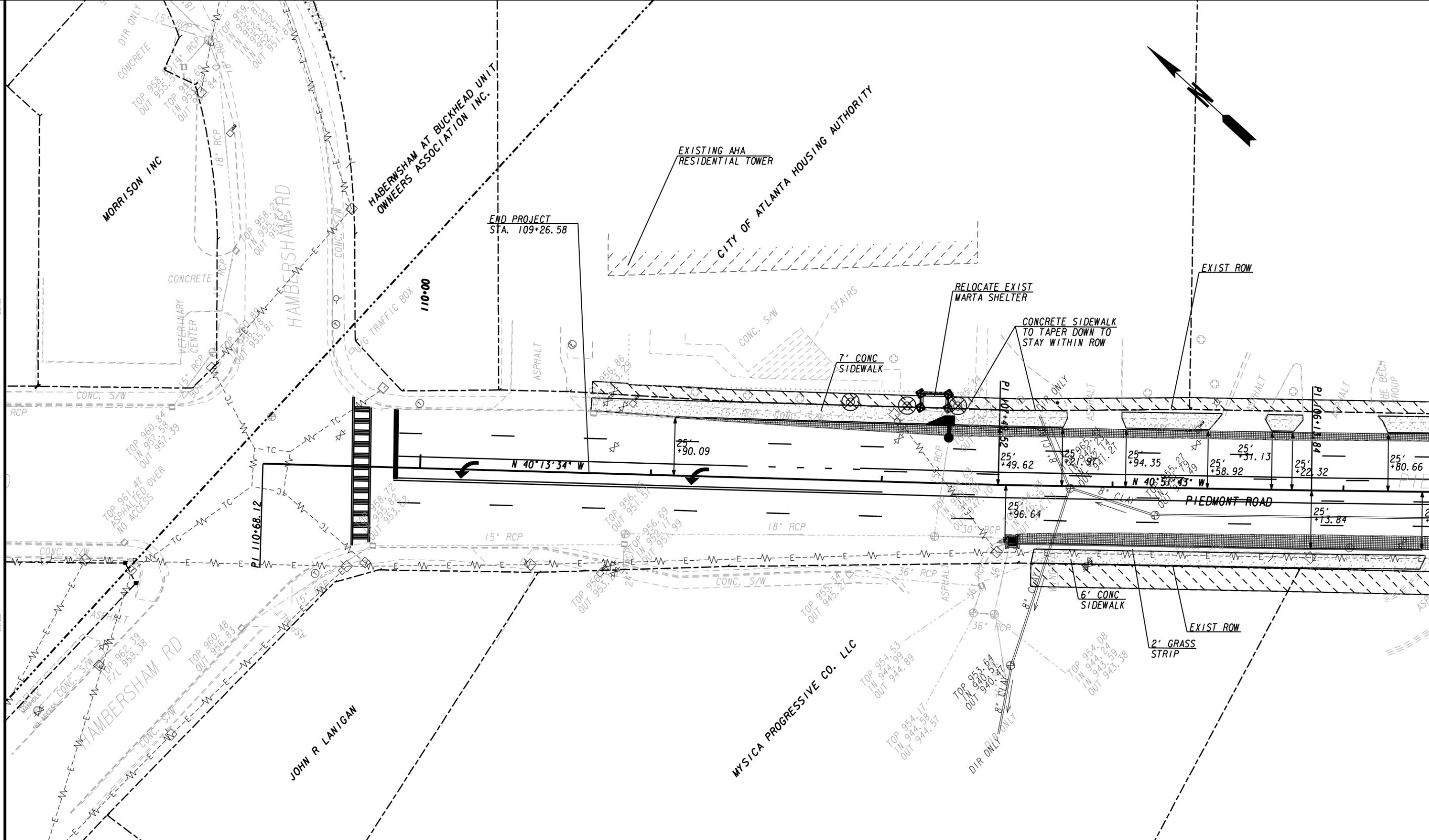
REVISION DATES

GEORGIA
DEPARTMENT OF TRANSPORTATION

TYPICAL SECTIONS

PIEDMONT ROAD WIDENING
AT HABERSHAM ROAD

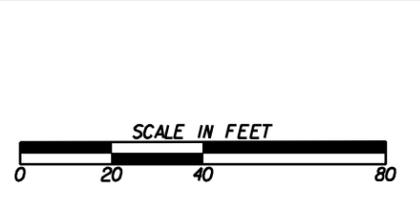
DRAWING No.
5-01



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▧
EASEMENT FOR CONSTR OF DRIVES	▩

PROPOSED SIDEWALK	▨
PROPOSED PAVEMENT WIDENING	▧
TREES TO BE REMOVED	⊗
TREES TO REMAIN	⊕

Kimley-Horn and Associates, Inc.
 Engineering, Planning, and Environmental Consultants
 817 W. Peachtree Street NW, Suite 601
 Atlanta, GA 30308

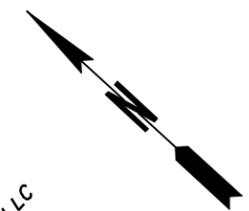
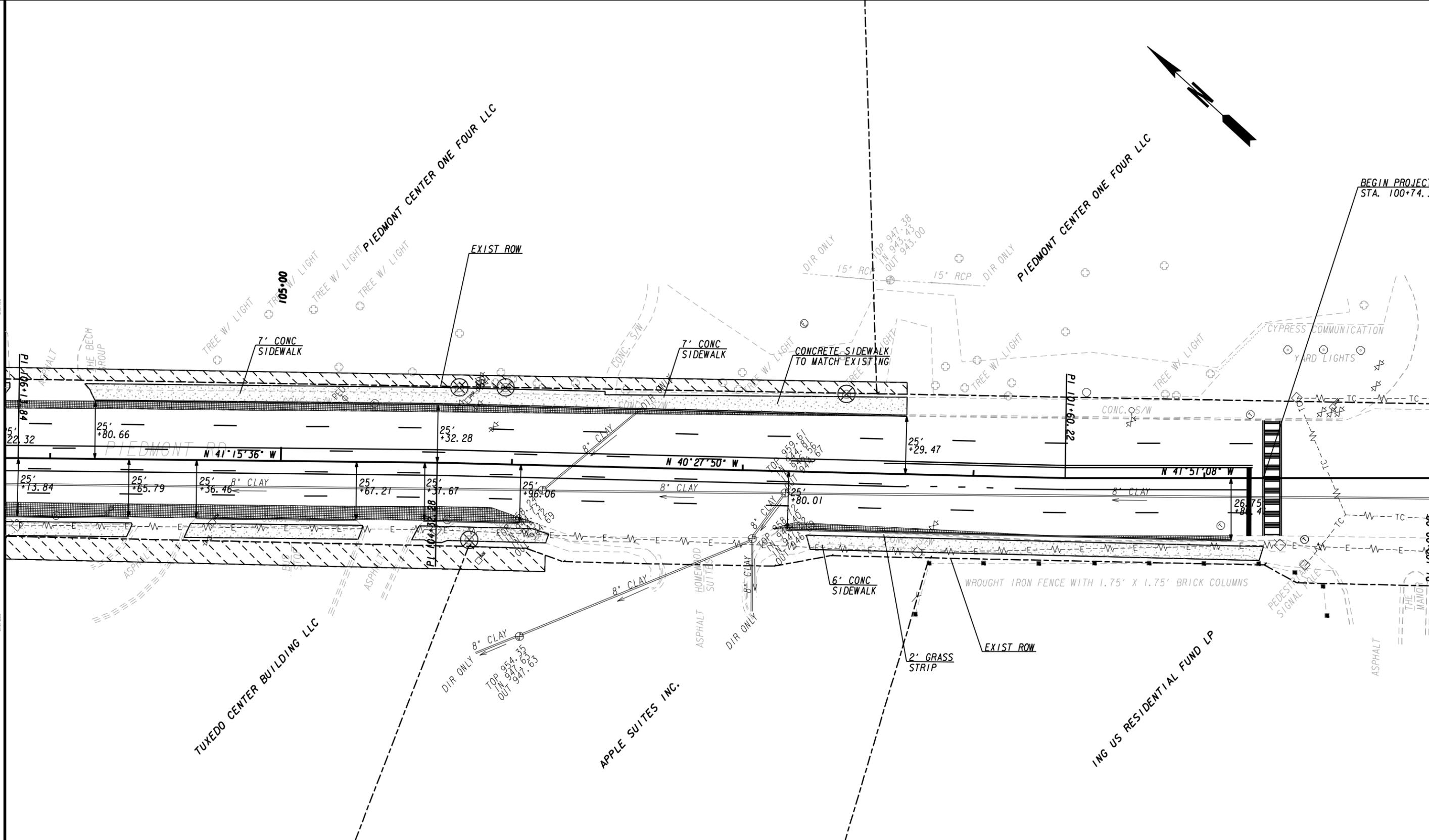


REVISION	DATE	DESCRIPTION

CITY OF ATLANTA
 DEPT OF PUBLIC WORKS

CONCEPT PLAN

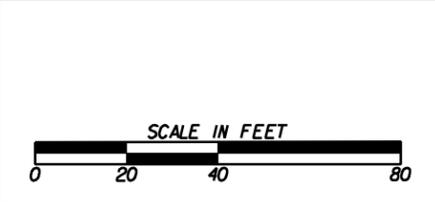
DRAWING No. **13-01**



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▧
EASEMENT FOR CONSTR OF DRIVES	▩

PROPOSED SIDEWALK	▨
PROPOSED PAVEMENT WIDENING	▧
TREES TO BE REMOVED	⊗
TREES TO REMAIN	⊙

Kimley-Horn and Associates, Inc.
 Engineering, Planning, and Environmental Consultants
 817 W. Peachtree Street NW, Suite 601
 Atlanta, GA 30308



REVISION DATES	

CITY OF ATLANTA
 DEPT OF PUBLIC WORKS

CONCEPT PLAN

DRAWING No. **13-02**

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

December 20, 2011

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

Dear Mr. Reed:

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

PROJECT#: Fulton County, P.I. #0010123

We look forward to working with you on the successful completion of the joint project. Should you have any questions, please contact the Project Manager Sue Anne Decker at (706)646-6974.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Robinson", with a long horizontal flourish extending to the right.

Angela Robinson,
Financial Management Administrator

AR: rm

Enclosure

c: Bob Rogers
Bryant Poole – District 7
Vicki Gavalas – District 7
Jonathan Walker – District 7
Jeff Baker – Utilities
Richard Mendoza

DEC 21

**AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF ATLANTA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

DO NOT OBLIGATE

This Framework Agreement is made and entered into this 9th day of December, 2011, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF ATLANTA, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

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

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

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

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

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

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its certification using the DEPARTMENT'S Local Administered Project Manual procedures. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE", all reimburseable utility relocations, all non-reimburseable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution

of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

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

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

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

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

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

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

6. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT

REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

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

a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as

required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations, Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.

b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.

c. Prepare environmental studies, documentation, reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous

waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.

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

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

f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation

required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

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

h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If

it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation and CAICE software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation along with a Benefit Cost, hereinafter referred to as "B/C ratio" at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates and B/C ratio shall also be updated yearly if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates and B/C

ratio may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

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

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

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

8. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable

state and federal regulations for the procurement of design services and in accordance with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

9. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

11. The LOCAL GOVERNMENT unless otherwise noted in attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The costs include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the DEPARTMENT.

The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise on construction.

12. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

13. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is \$10 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL GOVERNMENT shall provide responses to the study recommendations indicating

whether they will be implemented or not. If not, a valid response for not implementing shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs.

14. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT

shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

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

- a. Submittal of acceptable PROJECT PE activity deliverables noted in this agreement.
- b. Certification that all needed rights of way have been obtained and cleared of obstructions.
- c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.
- d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

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

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

17. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

18. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports,

designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

DEPARTMENT OF TRANSPORTATION

CITY OF ATLANTA

BY: [Signature]
COMMISSIONER (SEAL)

BY: [Signature] (SEAL)
MAYOR KASIM REED



Signed, sealed and delivered this 4th day of November, 2011, in the presence of:

ATTEST: [Signature]
Treasurer

[Signature]
NOTARY PUBLIC

[Signature]
WITNESS

ATTEST: [Signature]

MUNICIPAL CLERK ~~FORIS~~ III
DEPUTY MUNICIPAL CLERK

APPROVED AS TO FORM: [Signature]
City Attorney

FEIN 58-6000511

RECOMMENDED: [Signature]
Chief Financial Officer

[Signature]
Commissioner, Dept. of Public Works

ATTACHMENT "A"

Project Number: 0010123 – City of Atlanta

Project (PI#, Project #, Description)	Preliminary Engineering		Right of Way			Construction			Utility Relocation	
	Funding	PE Activity by	*Funding of Real Property	Acq. by	Acq. Fund by	*Funding by	Letting by	Utility Funding by	Railroad Funding by	
P.I. # 0010123 SR 237 FM Habersham Rd to 0.10 MI S of Habersham Dr.	(100%) Local (\$103,500)	Local Gov.	(80%) Federal (\$68,000) (20%) LCL GOV (\$17,000) >(\$85,000) 100% Local Gov.	Local Gov.	GDOT	(80%) Federal (\$368,000) (20%) State (\$92,000)	GDOT	GDOT	GDOT	

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

ATTACHMENT "B"
0010123 – City of Atlanta

Proposed Project Schedule

Environmental Phase						
Concept Phase						
Preliminary Plan Phase						
Right of Way Phase						

Deadlines for	Execute	Month/Year	Month/Year	Month/Year
Responsible Parties	Agreement	Jan/2012	Jan/2013	Dec/2013

Annual Reporting Requirements

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



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: SR 237HABERSHAM ROAD/HABERSHAM DRIVE PROJECT

P.I. NUMBER 0010123

Contractor's Name: CITY OF ATLANTA

STATE OF GEORGIA CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

46710
EEV / E-Verify™ User Identification Number

Shaun A. Mabry
BY: Authorized Officer or Agent

Shaun A. Mabry
Printed Name of Authorized Officer or Agent

Date of Authorization

11/2/2011
Date

HR Generalist
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

22nd DAY OF November, 2011
Jackia Maria Gray
Notary Public

[NOTARY SEAL]

My Commission Expires



The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Georgia Department of Transportation, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

Richard Mendoza
BY: Authorized Officer or Agent
Richard Mendoza
Printed Name of Authorized Officer or Agent

Commissioner
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

15th DAY OF November, 2011
Sabrina Marie Hunter
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires December 9, 2013

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Summary of Crash Data

Collisions along Piedmont Road						
Location	Collision	Year				Grand Total (2004-2007)
		2004	2005	2006	2007	
Piedmont Road @ Habersham Road	Angle	22	25	14	9	70
	Not A Collision With A Motor Vehicle	0	0	0	0	0
	Rear End	22	14	23	16	75
	Sideswipe – Opposite Direction	1	0	0	0	1
	Sideswipe – Same Direction	3	3	3	4	13
	Head On	1	2	1	1	5
	Subtotal		49	44	41	30
Along Piedmont Road between Habersham Road and Piedmont Center	Angle	1	3	4	1	9
	Not A Collision With A Motor Vehicle	0	0	0	0	0
	Rear End	2	1	5	6	14
	Sideswipe – Opposite Direction	0	0	0	0	0
	Sideswipe – Same Direction	1	1	0	0	2
	Head On	0	0	0	0	0
	Subtotal		4	5	9	7
Grand Total		53	49	50	37	189