

STATE OF GEORGIA

COUNTY OF FULTON

**PROJECT MANAGEMENT AGREEMENT:
FEDERAL TRANSIT ADMINISTRATION PROJECTS**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (“**City**”), and the **MIDTOWN BUSINESS ASSOCIATION, INC. d/b/a MIDTOWN ALLIANCE** (“**Midtown Alliance**”), a non-profit corporation established to exercise and fulfill all the rights, powers, duties and obligations of the Midtown Community Improvement District (“**MCID**”) created and existing pursuant to the constitutional and the statutory authority of the State of Georgia.

WITNESSETH

WHEREAS, ARTICLE IX, SECTION VII of the 1983 Constitution of the State of Georgia authorizes the General Assembly, by local law, to create or to provide for the creation of one or more community improvement districts; and

WHEREAS, pursuant to the “Atlanta Community Improvement District Act”, enacted by the General Assembly as House Bill 544, 1991 Ga. Laws 3653, the City created the MCID pursuant to the constitutional and statutory authority cited herein (Resolution 00-R-0317 (boundary expanded by Resolutions 01-R-0744; 03-R-0776; and 05-R-1001)); and

WHEREAS, said City Council Resolution 00-R-0317 authorized the MCID to provide such services as the construction and maintenance of local, collector and arterial streets as shown on the City’s street classification map or as otherwise included in the City’s most recently adopted Comprehensive Development Plan, including curbs, sidewalks, street lights and devices to control the flow of traffic on local, collector and arterial streets; and

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

WHEREAS, the City desires to obtain the maximum benefit from funding made available under the region’s Regional Transportation Plan (“**RTP**”), the Transportation Improvement Program (“**TIP**”) and/or the State Transportation Improvement Program (“**STIP**”); and

WHEREAS, a specific grant has been awarded by the Federal Transit Administration (“the **Administration**”) identified as Project Number: GA-95-X035-00, which includes the following three projects: Juniper Street Bicycle/Pedestrian Facilities from Ponce de Leon Avenue to 14th Street; Midtown Atlanta Regional Activity Center – Pedestrian and Safety Improvements; and US 19 (Spring Street) Pedestrian Mobility and Safety Improvements from Peachtree Street to 17th Street (collectively the “**Midtown Projects**”), which are further described in “**Exhibit A**”, “**Exhibit B**”, and “**Exhibit C**”, attached hereto and made a part hereof; and

WHEREAS, the Midtown Projects are approved as eligible for federal funds if the City can provide 10% in local government matching funds to the Administration; and

WHEREAS, the City has entered into a Transit Access & Mobility Improvement agreement (“**Project Agreement**”) with the Administration for project management, preliminary engineering (design) activities, the acquisition of right of way, and construction of four projects which encompass a project for pedestrian access and walkways on Martin Luther King, Jr. Drive and the three projects described in Exhibits A,B and C; and for capital funding to assist the implementation of each of the projects inclusive of the Midtown Projects; and

WHEREAS, the City and Midtown Alliance have represented to the Administration a desire to participate in certain activities of the Midtown Projects as set forth in this Agreement and as set forth in the Project Agreement; and

WHEREAS, the Administration has expressed a willingness to participate in certain activities of the Midtown Projects as set forth in the Project Agreement; and

WHEREAS, Midtown Alliance has or is willing, under the terms set forth in this Agreement, to provide funding to or on behalf of the City in an amount equal to the 10% local government match required of the City by the terms of the Project Agreement in order to allow the City to utilize the federal funding presently designated to the Midtown Projects, which funding is further described in “**Exhibit D**” (“**Midtown Project Budget**”), attached hereto and made a part hereof; and

WHEREAS, the City wishes, under the terms set forth herein, to accept the funding from Midtown Alliance in an amount equal to the 10% local government match to fund the City's commitment under the Project Agreement with the Administration in order to allow the City to utilize the funds programmed to the Midtown Projects at present consistent with the Midtown Project Budget; and

WHEREAS, the City and Midtown Alliance believe that a public partnership to complete the Midtown Projects set forth in this Agreement offers unique opportunities to significantly improve pedestrian mobility and access to transit in the Midtown Atlanta area; and

WHEREAS, the City desires the continued involvement of Midtown Alliance in the development in the area comprising the Midtown Projects, and Midtown Alliance desires to work with the City to manage the design, engineering, and right of way acquisition, and construction activities associated with the Midtown Projects; and

WHEREAS, City Council Resolution, 16-R-_____ (the “**Resolution**”), made a part hereof by reference, authorized the Mayor, or his designee, on behalf of the City, to enter into a contractual agreement with Midtown Alliance to implement the Midtown Projects under the terms specified herein; and

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

1.

STATEMENT OF AGREEMENT

The City and Midtown Alliance hereby agree that, in connection with Midtown’s funding of the City's local match, Midtown Alliance shall be responsible for and shall perform the obligations for the Midtown Projects which the City has agreed to perform pursuant to the Project Agreement attached hereto as “**Exhibit E**”. Midtown Alliance may act as the City's agent and enter into agreements with a project manager, engineer and one or more professional or technical consultants (hereinafter “**Persons**”) to perform the obligations for the Midtown Projects set forth in the Project Agreement so long as the process used to enter into such agreement and the terms of such agreement are consistent with and permitted by

the Project Agreement. This Agreement does not assign, sublet, or transfer any or all of the City's interest in the Project Agreement, but simply assigns the City's obligations thereunder.

2.

THE EFFECT OF THE PROJECT AGREEMENT

Midtown Alliance stipulates that it is aware of and has fully reviewed the Project Agreement entered into between the City and the Administration attached as "Exhibit E" hereto. In any case where the terms of this Agreement may be interpreted or construed to require a lesser obligation of Midtown Alliance to the City than the obligations of the City to the Administration, as set forth in the Project Agreement, the terms of the Project Agreement shall be considered as further clarifying and explaining the obligations of Midtown Alliance in this Agreement, unless it is specially stated that such variation in obligations is permitted. Midtown Alliance agrees that, to the extent possible, the obligations of Midtown Alliance to perform under this Agreement should be construed to be equal to the obligations of the City to perform under the Project Agreement. .

- a. Under no circumstances shall the City be obligated to supply any funds to complete any portion of the work or satisfy any claims of Midtown Alliance or any other Person after termination of the Project Agreement by the Administration. In the event of termination of the Project Agreement by the Administration, Midtown shall receive any and all reimbursements to which the City would be entitled under the terms of the Project Agreement subject to Midtown's compliance with the terms of this Agreement.
- b. Should the Administration terminate the Project Agreement prior to the completion of the Projects, Midtown Alliance agrees that any of the streets or sidewalks, which are uncompleted as of the date of termination, shall be left in a condition which is not hazardous to the health, safety, and welfare of the City and the public and which does not unreasonably impede the flow of vehicular or pedestrian traffic and which as near as possible reflects the condition of the streets and sidewalks of the City prior to the beginning of construction.
- c. The City agrees that should the Administration terminate the Project Agreement prior to the completion of the Projects, Midtown Alliance shall receive the reimbursement to which the City would be entitled under the terms of the Project Agreement.

3.

TIME OF PERFORMANCE

Midtown Alliance shall commence the performance of its obligations pursuant to the terms of this Agreement no later than thirty (30) calendar days after a written notice to proceed is issued by the City. The work to be performed by Midtown Alliance shall be completed before December 31, 2021, provided, however, that Midtown Alliance may request in writing an extension of the time for completion of the Midtown Projects without penalty, which request the City may, in its sole discretion, grant or deny. The City agrees to respond to a written request for an extension within ten (10) business days after receipt of a written request for extension from Midtown Alliance. In addition, Midtown Alliance may request in writing that the scope of any phase or part of the Midtown Projects be allocated or divided, which request the City may, in its sole discretion, grant or deny. If granted, such request shall be subject to all other terms and conditions of this Agreement. The City agrees to respond to said requests within ten (10) business days after receipt of a written request from Midtown Alliance. Midtown Alliance may cancel this Agreement without penalty or liability if its reasonable request for an extension of time to complete any of the Midtown Projects or its request for the scope of any phase or part of the Midtown Projects be allocated or divided is not timely granted by the City.

PROFESSIONAL RESPONSIBILITY

Midtown Alliance shall assume all responsibility for the Midtown Projects, with respect to the professional quality, technical accuracy and the coordination of all designs, drawings, and specifications and other services furnished by Midtown Alliance on behalf of or required of the City pursuant to this Agreement or the Project Agreement.

- a. Midtown Alliance shall correct and revise or cause to be corrected and revised any errors and deficiencies in the designs, drawings, specifications, construction and/or other services as required in this Agreement and furnished for the Midtown Projects by Midtown Alliance on behalf of the City under this Agreement. The City shall give written notice to Midtown Alliance of any such errors or deficiencies no later than the twentieth (20th) business day after receipt of said designs, drawings, specification, or its inspection of the construction or services rendered. Midtown Alliance is aware that the City is obligated to address any errors or deficiencies in the work as specified in this Agreement and/or assume all responsibility caused by such errors and deficiencies and agrees that the time period specified herein is reasonable for the Midtown Alliance to be required to make such revisions and corrections. All plans shall be prepared in English units.
- b. Midtown Alliance shall be responsible for any claim, damage, loss or expense to the City that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, construction and/or other services required to be furnished by or on behalf of the City pursuant to this Agreement, in the event that such claim, damage, loss or expense directly arises from obligations which Midtown Alliance has specifically undertaken in this Agreement.
- c. Midtown Alliance agrees that authorized representatives of the City may at the completion of the Midtown Projects, and at all reasonable times, review and inspect the activities and data collected under the terms of this Agreement and any amendments hereto, including but not limited to all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City, Midtown Alliance or any other Person.
- d. Midtown Alliance agrees to incorporate into its work activities any reasonable review recommendations of the City, provided that the City's review recommendations are made prior to final approval of the construction documents. The City shall be given written notice of each submission of plans and provided with twenty (20) business days to review and comment on said plans.
- e. Midtown Alliance agrees that all agreements with any Person shall cause all such Persons to be bound to the same terms and conditions and standards of performance as this Agreement. No action, omission, error or failure to act on the part of any Person shall excuse the obligations of Midtown Alliance under this Agreement. No contract or sub-contract under this Agreement shall be assigned by any Person.
- f. All services required hereunder will be performed under the direct supervision of Midtown Alliance or its designee. All Persons engaged by Midtown Alliance to work on the Midtown Projects shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

- g. Midtown Alliance agrees to follow all specifications required by the City for transportation infrastructure improvements to the right of way as detailed in the City's Right of Way Manual.
- h. The City will make available in a timely manner all records and documents required by Midtown Alliance to complete the Midtown Projects and requested by Midtown Alliance in writing.
- i. Any data transferred to Midtown Alliance by the City remains the proprietary product of the City. The City shall retain title and ownership of all such data including any digital data. In no event will the City be liable for any damages whatsoever, including but not limited to, direct or indirect damages, any loss of profits, any costs or expenses incurred, any lost savings, or other incidental or consequential damages, arising out of the use or arising out of the inability to use any data transferred by the City. Midtown Alliance may not redistribute, rent, lease, sell, transfer or otherwise use for any purpose not specific to this Agreement, any data provided by the City, or any portion thereof, without the express written permission of the City.
- j. Midtown Alliance waives for itself, its successors, and its assigns and any Person employed or engaged by it in any capacity, all rights to any claim of damages whatsoever arising out of the use of the City's data for the Midtown Projects, and/or the provision of this data to Midtown Alliance and/or the transfer of this data to Midtown Alliance. The foregoing waiver shall be included in any and all contracts or agreements related to the Midtown Projects, and any Person employed on the Midtown Projects shall agree to the same.
- k. Midtown Alliance agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this Agreement or developed in connection with the Midtown Projects ("**Project Data**") shall become the property of the City. One copy of all Project Data shall be organized, indexed, bound, and delivered to the City no later than the advertisement of each Midtown Project for letting. The City shall have the right to use Project Data without restriction or limitation unless otherwise provided herein. Subject only to the terms of this Agreement which specify otherwise, Midtown Alliance warrants that it owns all Project Data and has the right to grant unlimited use of all Project Data to the City. Midtown Alliance waives all claims for compensation connected with any future use of the Project Data. The City agrees that Project Data is intended to be specific to the Midtown Projects.

5.

FUNDING OF THE PROJECTS

Midtown Alliance and the City hereby acknowledge and agree that the Project Agreement contains a Budget Estimate which specifies that the total estimated costs for each Midtown Project which is as described on "**Exhibit D**", the Midtown Project Budget. Midtown Alliance and the City further acknowledge and agree that the funds apportioned to each of the three Midtown Projects by the Administration shall be subject to the terms of the Project Agreement.

- a. Midtown Alliance agrees that it shall contribute to the Midtown Projects by funding all or certain portions of the costs for the preconstruction engineering (design) activities, utility relocations, right of way acquisitions, and construction as per "**Exhibit A**", "**Exhibit B**", "**Exhibit C**" and the Project Budget to the Project Agreement, and agrees that the City is not required or expected to provide any funds for any part of the cost of the Midtown Projects. The City agrees to timely consider all reasonable applications for budget and scope adjustments which Midtown Alliance may request of the City.

- b. Midtown Alliance acknowledges and agrees that Resolution 16-R-_____ does not authorize the City to commit funds to the Midtown Projects. However, the City and Midtown Alliance acknowledge that the City may, at its sole discretion, contribute Matching Funds to a Midtown Project. The City shall facilitate the timely tender to Midtown Alliance of all reimbursement funds received from the Administration. All costs of a Midtown Project in excess of available federal funds are solely the responsibility of Midtown Alliance to the extent said amount does not exceed the Midtown Project Budget or does not exceed a change in scope for a particular Midtown Project which has been mutually agreed between the City and Midtown Alliance.
- c. In the event that the City or the Administration should cause the Project Agreement to be terminated for any reason or in the event Midtown does not receive timely reimbursement of funds from the City after submission of a request as provided by the terms of Article 10 of this Agreement, Midtown Alliance may cancel this Agreement without penalty or liability with the exception that any of the streets or sidewalks, which are uncompleted as of the date of termination, shall be left in a clean and safe condition which is not hazardous to the health, safety and welfare of the City and the public and which does not unreasonably impede the flow of bicycle, pedestrian, or motor vehicle traffic and which as near as possible reflects the condition of the streets and sidewalks of the City prior to the beginning of construction. In the event of such termination by the City, Midtown Alliance shall receive any and all reimbursements to which the City would be entitled under the terms of the Project Agreement for any work completed for the Midtown Project in question by Midtown Alliance or any Person other than the City.

6.

CITY'S RIGHT OF APPROVAL OF PLANS & WORK

The City shall have the right to approve all or any part of the plans for the Midtown Projects. Midtown Alliance acknowledges and agrees that the Midtown Projects must meet all requirements of the City. Midtown Alliance shall submit all plans for any work on the Midtown Projects to the Commissioner of Public Works for the City's comments, which comments shall be provided in writing within twenty (20) business days of receipt of such plans by the City, unless extended by the City for reasonable grounds and with prior written notification.

7.

PROCUREMENT OF CONTRACTS

In the event Midtown Alliance, in the performance of this Agreement, should need to enter into a contract, Midtown Alliance, acting as the City's agent, is authorized to contract with others for survey, design, right of way, and/or construction services, provided that such contracts are procured in accordance with this Agreement and all applicable state laws and City Ordinances. The lack of a specific requirement in this Agreement, relating to procurement of a contract, does not relieve Midtown Alliance from its obligation to follow all requirements relating to procurement of contracts which are set forth in the Project Agreement or incorporated by reference in the Project Agreement. However, said procurement requirements shall not be applicable to any technical consultant or professional engaged by Midtown Alliance prior to the execution of this Agreement for engineering, design or right-of-way acquisition services.

- a. Midtown Alliance acknowledges and agrees that it will follow FTA Circular 4220.1F "Third Party Contracting Requirements" attached hereto as "**Exhibit F**" and incorporated herein by this reference and FTA Master Agreement dated October 1, 2014 attached hereto as "**Exhibit G**" and incorporated herein by this reference, and all applicable FTA

procurement procedures and applicable federal statutory and administrative requirements as well as the City of Atlanta's competitive bid procedures and will document all activities related to the process. All contracts let by public bid will be awarded to the lowest responsive and responsible bidder, unless it can be shown that such bidder did not meet the advertised criteria for consultant/contractor selection.

- b. Midtown Alliance acknowledges and agrees that all documents connected with the public bidding process and any contract will be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. and the City shall maintain one original and one copy of all bids.
- c. Midtown Alliance acknowledges and agrees that bids must be advertised at least four weeks prior to bid opening and published again two weeks prior to bid opening and once again published one week prior to bid opening. Such advertisements will state that the project is being advertised as a project of the City of Atlanta. The text of each advertisement is subject to the approval of the City's Purchasing Agent. Midtown Alliance will provide the proposed form of an advertisement at least ten (10) business days in advance of the time that such advertisement must be placed for publication. If the City's Purchasing Agent is unable to approve the text of advertisements submitted by Midtown Alliance, the City shall provide language for the advertisement within ten (10) business days of submission to the Purchasing Agent unless extended by the City for reasonable grounds and with prior written notification.
- d. If applicable, all contracts related to the Projects will specify wage rates established by the Davis-Bacon Act.
- e. Bid openings will occur at the offices of the City's Department of Procurement, located at Atlanta City Hall, 55 Trinity Avenue, Atlanta, Georgia 30303. After the opening of bids in a meeting open to the public, the names of contractors submitting bids and the amount of all bids will be read aloud.
- f. Bid bonds equal to five (5) percent of the submitted bid must be included with all bids. The bid bond shall be in the form of a bond from a surety acceptable to the City's Risk Manager, a certified check, or other negotiable instrument and shall serve as assurance that the Person bidding for the contractor will, upon acceptance of their bid, execute such contractual documents as may be required within a specified period of time.
- g. Midtown Alliance acknowledges and agrees that negotiations with bidders are prohibited. If all bids are in excess of any cost estimate set forth in the Project Agreement, Midtown Alliance acknowledges and agrees that it may not negotiate with the lowest bidder to bring the costs within the estimate. In such a case, Midtown Alliance acknowledges and agrees that it will either revise the plans and estimate, re-advertise and re-bid for the contract, or accept the lowest responsive bid and accept responsibility for the cost difference.
- h. Midtown Alliance will evaluate the bids and shall be responsible for having the bids reviewed by the City, including without limitation, those parts of the bids with respect to DBE compliance. After approval by the City of the decision to award, or the City's decision to decline to review the decision to award, Midtown Alliance shall send the letter notifying the lowest responsive bidder that the contract has been awarded. Midtown Alliance shall be responsible for assuring execution of the contract and issuance of the notice to proceed.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Midtown Alliance acknowledges and understands it is the policy of the City of Atlanta to actively promote full and equal business opportunities for local minority and female business enterprises through its Equal Business Opportunity Program as outlined in the City of Atlanta Code of Ordinances at Chapter 2, Article X, Division 12. Midtown Alliance agrees to provide all pertinent information regarding participation by MBE's and FBE's within 30 days after a request by the Office of Contract Compliance.

This project is subject to DBE guidelines. Each proponent must submit a detailed Subcontractor Project Plan with their proposal/bid. In the Subcontractor Project Plan, each proponent must identify the certified disadvantaged, small, or minority/female owned businesses that it intends to use to meet the established availability goals. This plan must specifically indicate the nature and amount of subcontracting contemplated. The plan must also detail the company name, contact person, address, telephone number, work description, and subcontract dollar amount for each business enterprise (**disadvantaged, small, non-minority, minority, or female owned**) to be utilized on the project. Midtown Alliance acknowledges and agrees that the Administration has set an annual aggregate 39.5% Disadvantaged Business Enterprise goal for each of the three Midtown Projects. Midtown Alliance acknowledges and agrees that it will follow all applicable DBE requirements set by FTA and will be responsible for the submission of all required DBE reports to the City.

The level of minority and female enterprise participation required by the Administration through its annual aggregate 39.5% Disadvantaged Business Enterprise goal for federal aid transit projects shall be credited fully for the purposes of the City of Atlanta's Equal Business Opportunity Program under the uniform certification process stated by FTA to be in effect for the purposes of the Project Agreement.

First Source Jobs Policy Agreement (FSJ)

The First Source Jobs Program was created to provide employment opportunities to unemployed residents of the City of Atlanta. Every bidder must agree to make a good faith effort to fill at least 50% of all entry level positions created by the award of this contract with First Source Jobs Program participants.

Questions regarding any of this information may be directed to the Office of Contract Compliance, Larry Scott – Director at (404) 330-6010.

9.

INSURANCE AND BONDING

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all contractors/subcontractor engaged by Midtown Alliance in performance of the work ("Contractor/Subcontractor"). **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this agreement.**

1. Evidence of Insurance Required Before Work Begins

No construction work under the agreement may be commenced until all insurance and bonding requirements contained in this agreement, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractors/Subcontractors must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Subcontractor

has complied with all insurance and bonding requirements set forth in this Article 9 of the Agreement. If the Contractor/Subcontractor is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Subcontractor submits to City its executed agreement, Contractor/Subcontractor must satisfy all insurance and bonding requirements required by this Article 9 and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Subcontractor does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Subcontractor.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Article 9 must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by the Contractor/Subcontractor to City certifying that all insurance and bonding requirements set forth in this Article 9 have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Subcontractor in writing. Contractor/Subcontractor must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Subcontractor's failure to comply with all insurance and bonding requirements set forth in this Article 9 will not relieve Contractor/Subcontractor from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in this Article 9 will not be construed to conflict with or limit Contractor/Subcontractor's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Article 9 must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Subcontractor must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and inclusive of the specifications of this Article 9 that concern the proposed cancellation, or termination of coverage.

City of Atlanta
Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Subcontractor shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the company in question for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street SW, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Article 9 and such insurance must be primary with respect to the Additional Insured. **Contractor/Subcontractor must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to**

this agreement. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.

9. Mandatory Sub-Contractor/Subcontractor Compliance

Contractor/Subcontractor must require and ensure that all sub-Contractor/Subcontractors at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Subcontractor must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

| | |
|-----------------------------------|----------------------------------|
| Workers' Compensation. | Statutory |
| Employer's Liability: | |
| Bodily Injury by Accident/Disease | \$1,000,000 each accident |
| Bodily Injury by Accident/Disease | \$1,000,000 each employee |
| Bodily Injury by Accident/Disease | \$1,000,000 policy limit |

C. Commercial General Liability Insurance

Contractor/Subcontractor must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Pesticide or Herbicide Applicator Coverage
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)

Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Subcontractor must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles
 Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Subcontractor does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Subcontractor's personal automobile policy or the Commercial General Liability coverage required under this Article 9.

E. Property Coverage/Inland Marine

Contractor/Subcontractor shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

F. Performance Bond and Payment Bond

(1) At the time of the execution of any contract to be paid from funds allocated by this Agreement, Midtown Alliance agrees to cause Contractor/Subcontractor to furnish to the City a Certificate of Insurance showing required coverage.

(2) Midtown Alliance agrees to indemnify the City from any losses arising from the failure of any Contractor/Subcontractor to obtain and keep in force any policy of insurance.

G. Bonding-Construction contracts.

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

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

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

(4) The Person executing the performance bonds and payment bonds on behalf of the surety will file with the bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of the surety **and must be a U.S. Treasury Circular 570 listed company.**

(5) Midtown Alliance agrees to indemnify the City from any losses arising from the failure of any Contractor/Subcontractor to obtain and keep in force any payment or performance bond.

(6) Midtown Alliance agrees to specifically provide in all construction contracts or agreements that the specific obligations set forth in this paragraph shall be binding on all Contractors/Subcontractors.

10.
CITY'S RIGHT OF INSPECTION

The City shall have the right to inspect any part of the work which is the subject of this Agreement, at any time. Midtown Alliance agrees to allow inspectors or designees from the City the right of entry to all work sites at any time and all office sites during business hours and upon reasonable notice to conduct inspections of the Midtown Projects and the associated records as deemed necessary. Midtown Alliance shall provide in all contracts or agreements relating to the Midtown Projects that the right of entry and inspection given by the Midtown Alliance in this Agreement shall be binding on all contractors and sub-contractors of whatever tier, regardless of whether such contractor or sub-contractor has a contract with Midtown Alliance. This right of entry and inspection shall include the right to inspect and audit all books and records of Midtown Alliance or of any contractors or sub-contractors, which reasonably relate to this Agreement.

11.
PAYMENT OF INVOICES

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

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

b. Midtown Alliance agrees and understands that the City will only pay Midtown Alliance in proportion to the percentage of work completed for each phase of the work and will only make such payments after the receipt and review of a Monthly Report.

(1) The City agrees to receive proposed Monthly Reports prepared by Midtown Alliance and, when the City is satisfied that the work is within the terms and conditions of this Agreement, certify it, provided that the City shall not certify more than one Monthly Report for any calendar month.

(2) The City agrees to undertake its best efforts to verify whether it can certify the Monthly Report proposed by Midtown Alliance within ten (10) business days of the receipt of a proposed Monthly Report. The City agrees to notify Midtown Alliance of any part of the proposed Monthly Report that will not be certified and to undertake

discussions as to what steps Midtown Alliance must undertake so that the City can agree to certify the proposed Monthly Report and make payment.

(3) After certification, the City agrees to initiate payment for the completed work identified in the certified Monthly Report as soon as the transfer of the funds can be arranged, but no later than ten (10) business days after certification.

(4) The preparation and presentation to the City of the documents which will comprise a Monthly Report is solely the responsibility of Midtown Alliance.

- c. Midtown Alliance acknowledges and agrees that the City will only make a final payment to Midtown Alliance if the City agrees that the acceptance of the final payment is in full and final settlement of all claims arising against the City for work done, materials furnished, costs incurred or other matters arising from the Midtown Project in question. Midtown Alliance further acknowledges and agrees that the acceptance by Midtown Alliance of the final payment shall release the City from any and all further claims of whatever nature, whether known or unknown, for and account of the Midtown Project in question relative to this Agreement and for any and all work done, and labor and materials furnished, in connection with this Agreement for said project. Midtown Alliance acknowledges and agrees that the City will only make a final payment on a Midtown Project on the condition that Midtown Alliance shall release the City from any and all further claims of whatever nature, whether known or unknown, for and account of the Midtown Project in question relative to this Agreement and for any and all work done, and labor and materials furnished, in connection with this Agreement for said project.
- d. Midtown Alliance acknowledges and agrees that the City will only make a final payment to Midtown Alliance if Midtown Alliance will allow the examination and verification of the costs of a Midtown Project or Projects by the City's representative's review of books, documents, papers, accounting records and other evidence pertaining to costs incurred on the a Midtown Project or Projects as maintained by Midtown Alliance. Such records shall be made available to the City and any reviewing agency designated by the City during the Midtown Projects and for a period of three (3) years from the date of final payment. If the City's examination of the cost records result in the discovery of unallowable expenses, Midtown Alliance understands and agrees that Midtown Alliance shall reimburse the City for the full amount of such disallowed expenses immediately, if the amount of such unallowable expenses has not already been paid to the City.

12.

INDEMNIFICATION

Midtown Alliance acknowledges that this Agreement, which provides for the construction of the Midtown Projects, obligates the City in several respects, and Midtown Alliance agrees to the maximum extent allowed by law to assume all of the obligations and responsibilities of the City under this Agreement and the Project Agreement except where the City specifically assumes an obligation or responsibility under this Agreement. Midtown Alliance further agrees to indemnify the City with respect to any and all claims, losses or expenses which the City may incur with respect to those obligations or responsibilities which Midtown Alliance has agreed to assume, including any subsequent obligations or responsibilities which may be imposed on the City under the Project Agreement. The language of this general assumption of obligation and responsibility and general indemnity shall not be construed to waive or supersede any previous language of this Agreement which more specifically describes any other assumption of responsibility or obligation or indemnification, but shall be construed to supplement those specific assumptions of responsibilities and obligations or indemnifications. The language of this general assumption of responsibility or obligation and general indemnity shall be construed in the broadest sense

to include all parts of this Agreement under which Midtown Alliance has assumed any responsibility or obligation and includes as a part of the indemnity, an agreement by Midtown Alliance to reimburse the City for the payment of all claims, expenses, and costs arising from or in respect to the Project Agreement, regardless whether such claims, expenses or costs arise from or in respect to, the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by Midtown Alliance or other Persons on behalf of the City pursuant to this Agreement, construction delays, personal injury, injuries to property or any other type of claim, expense, or cost.

- a. Midtown Alliance acknowledges and agrees that this general indemnity provided by this Agreement shall survive any termination or expiration of this Agreement.

13.

NOTICES TO THE PARTIES

The City appoints as its designated representative for the receipt of notices, submittals, or other communications, Richard Mendoza, the Commissioner of the Department of Public Works, or any successor, whose address for the purpose of this Agreement shall be:

Richard Mendoza, Commissioner of Public Works
Atlanta City Hall
55 Trinity Avenue, S.W, Suite 4700
Atlanta, GA, 30303
Telephone: 404-330-6785
Facsimile: 404-658-7552

Midtown Alliance appoints as its designated representative, for the receipt of notices, submittals, or other communications, Cladie Washburn, whose address for the purpose of this Agreement shall be:

Cladie Washburn, Director of Capital Projects
Midtown Alliance
999 Peachtree Street, N.E., Suite 730
Atlanta, Georgia 30309
Telephone: 404-892-0050
Facsimile: 404-809-2129

All notices, submittals or other communications shall be made to the designated representative in writing and delivered by: (a) hand delivery at the address indicated herein; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) Facsimile immediately followed by a confirmation call. The day upon which such notice is hand delivered or faxed and confirmed shall be deemed the date of service of such notice if delivered by such means. The date that is three (3) business days after deposit in the mail shall be deemed the date of service of such notice if delivered by United States Certified Mail. Either party may change its designated representative by notice to the other as provided herein or may name other persons as sub-designees for the receipt of specific types of materials, such as engineering plans, blueprints or other voluminous documents; provided, however, that the designated representative shall always receive a simultaneous notice describing the type of material which is sent to any sub-designee.

14.

COMPLIANCE WITH CITY ORDINANCES

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

15.
PERMITS AND LICENSES

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

16.
GENERAL PROVISIONS OF THIS AGREEMENT

- a. The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- b. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- c. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- d. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- e. The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.
- f. Any agreement between Midtown Alliance and any other Person with regard to the Midtown Projects shall specify that the City shall have the right to enforce the terms of the agreement without the consent of Midtown Alliance and that the obligations of any Person under any agreement with Midtown Alliance shall survive the termination of this Agreement and the termination of the existence of Midtown Alliance.
- g. The Parties acknowledge that Midtown Alliance, as the operating entity for MCID, shall have the right to exercise and fulfill all rights, powers, duties and obligations of MCID as set forth herein.

17.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties concerning the subject matter hereof, and constitutes the full, complete and entire agreement

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

DRAFT

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

MIDTOWN BUSINESS ASSOCIATION, INC.
d/b/a MIDTOWN ALLIANCE

By: _____
Kevin Green, President and CEO

Attest: _____

CITY OF ATLANTA

Municipal Clerk (Seal)

By: _____
Kasim Reed, Mayor

RECOMMENDED

Commissioner, Department of
Public Works

APPROVED

Chief Procurement Officer

Chief Financial Officer

APPROVED AS TO FORM

City Attorney

EXHIBIT A

AT-271 Juniper Street Bicycle/Pedestrian Facilities (MIDTOWN ALLIANCE Design-Bid-Build)

Project Specifications and Project Table November 13, 2015

Overview

Improvements to Juniper Street will include ADA-compliant sidewalks and curb ramps, new pedestrian and roadway lighting, one-way buffered bike lane, enhanced transit connections, new on-street parking, traffic calming, new/upgraded signals, and resurfacing.

The project was funded under the Atlanta Regional Commission's Livable Centers Initiative (LCI) Program (specific source: STP – Urban) and flexed to FTA's Section 5307 Program for "Associated Transit Improvements." Transit components include improved bicycle and pedestrian access to three MARTA Rail stations and many MARTA bus routes serving Juniper Street.

Currently, this one-mile-long portion of Juniper Street is one-way and classified as an urban minor arterial street. Although the corridor's roadway cross-section varies across the project length, the typical existing condition includes four (4) southbound travel lanes, one of which is used as off-peak parallel parking for much of the project length. Due to varied topography, overhead utilities and aging infrastructure, the project area today exhibits a variety of substandard conditions such as non-ADA-compliant sidewalks, ramps, and street crossings as well as significant vehicular and pedestrian safety conflicts.

Scope

Proposed constructed improvements include:

- Reduction of the typical roadway section from four (4) to two (2) vehicular through lanes.
- Removal of portions of existing asphalt travel lane(s) (by saw-cutting) and installation of new raised planted buffer between vehicular and future dedicated bicycle lane.
- Milling and repaving of asphalt roadway surface. Resurfacing will also include thermoplastic striping for (2) southbound travel lanes and (1) buffered bicycle lane as well as dedicated vehicular turn lanes at high-traffic intersections and permanent on-street parking spaces on one side of the street along portions of the corridor.
- Removal of existing damaged curbing (by saw-cutting asphalt and light excavation) and installation of new 6" high granite curbing.
- Removal of existing narrow and/or damaged concrete sidewalks and installation of new ADA-compliant sidewalks (cast-in-place concrete).
- Installation of a new 5-foot-wide furniture zone (located between roadway and sidewalk) consisting of new 5'x10' tree wells, existing/upgraded roadway lights, additional new pedestrian lights (via underground power circuit) as well as concrete surfaces for new bike racks, benches, and bus stop amenities.
- Installation of planted bioswale areas (within 5' furniture zone) at key locations along the corridor for increased stormwater permeability and enhanced water quality.
- Removal of several overhead utility/traffic poles and re-installation of traffic signal mast arm poles at several intersections.

The Juniper Street project is included in both the *Atlanta Regional Transportation Plan* (published by the Atlanta Regional Commission, project ID AT-271) and the City-adopted *Connect Atlanta/Cycle Atlanta* plans. These plans serve as decision-making and policy documents for area-wide growth strategies and transportation projects.

The project abuts two National Register Districts: The Fox Theatre Historic District and The Midtown Historic District. Although the project traverses an area that includes potential National Register eligible historic properties, the project area contains no listed National Register properties.

The Area of Potential Effect (APE) for this project is primarily within the right-of-way along Juniper Street. Temporary construction easements may be required in order to accommodate wider sidewalks, ADA-curb ramps, and ensure continuity of the dedicated bike lane for the entire length of the corridor. However, no adverse impact to eligible National Register properties is anticipated.

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EXHIBIT B

AT-278 - Midtown Atlanta Regional Activity Center – Pedestrian Mobility and Safety Improvements (MIDTOWN ALLIANCE Design-Bid-Build)

Project Specifications and Project Table November 13, 2015

Overview

The purpose of this project is to improve pedestrian access and safety to and from Midtown's four MARTA stations (Civic Center Station, North Avenue Station, Midtown Station, and Arts Center Station) and numerous local, regional, and express bus stops. The project will also result in increased walking and transit trips by Midtown's 24,000 students, 14,000 residents, 65,000 day-time office workers, and 6 million visitors who are all within a 6-minute walk of a rail transit station. The enhancements include construction of pedestrian safety improvements and restriping at 140 intersections throughout the Midtown district. The existing striping is in poor condition and many intersections were never re-striped after resurfacing and construction projects. The scope also includes the addition of new traffic signals at seven intersections and rectangular rapid flash beacons (RRFBs) at four intersections.

The enhanced street crossings are safety countermeasures endorsed by USDOT to improve pedestrian safety. These measures will improve safety and access to transit stops and stations in the project area by lowering traffic speeds, reducing pedestrian crossing distances, and reducing pedestrian-vehicle conflicts by improving signalization in key areas and visibility of pedestrian crossings throughout Midtown.

These locations were identified for improvements in Blueprint Midtown, the community-designed master plan, which calls for a walkable, transit-friendly, and bike accessible district as primary modes of transportation. In partnership with the City of Atlanta and the financial support of other public and private organizations, Midtown Alliance has made significant strides to improve the sidewalk and bike conditions to support a multi-modal transportation system. The proposed intersection improvements and additional signals further enhance the investments that have already been made and provide essential safe pedestrian crossings of streets in Midtown.

The project is funded under the Last Mile Connectivity Program, a regional program defined in PLAN 2040 to improve pedestrian, bicyclist, and transit safety and accessibility within employment and commercial centers.

In addition to being a nexus for regional and local transit service, Midtown is an employment center that generates \$87 billion in annual economic impacts and includes 58% of the City's jobs. It is home to over 20 million square feet of office space, and 12,000 residential units. An additional 1.6 million square feet of office and institutional space and 8,000 residential units are planned or in construction. It is a major center for health, education, and art institutions including Emory University Hospital Midtown, Georgia Institute of Technology, Savannah College of Art and Design Atlanta, Woodruff Arts Center, Piedmont Park, and several other significant cultural and entertainment destinations. Midtown also has over 4,000 hotel rooms with 800 more under construction, a thriving restaurant scene with over 150 serving dinner nightly, and a growing retail presence with 1.9 million square feet of retail space and another 390,000 square feet under construction.

Scope

Below is a detailed description of the design and construction work to be performed in this project. Temporary easements may be required during construction, but no permanent easements, right-of-way (ROW) or property acquisition are anticipated within this scope of work.

- A. New traffic signals at seven intersections: Perform warrant studies to support the need for new signals listed, produce engineering plans, and construct new signals. New signals will likely be mast arms, and will be constructed inclusive of all required intersection improvements (thermoplastic striping, traffic loops, sidewalk repairs, crosswalks, ADA-compliant curb ramps, and pedestrian push buttons on all legs) at the following seven Midtown intersections:
- Peachtree Place @ Spring Street
 - West Peachtree @ 4th Street
 - Spring Street @ 4th Street
 - Piedmont Ave @ 4th Street
 - Juniper St @ 4th Street
 - Piedmont Ave @ 3rd Street
 - Piedmont Ave @ 6th Street

Spot sidewalk patching and repairs will be made as needed to maintain ADA accessibility and safety within the footprint of the adjacent existing sidewalks. Timing of new traffic signals will be coordinated with existing signals and for pre-emption by MARTA buses.

- B. Rectangular rapid flash beacons (RRFBs) at four locations: Produce engineering plans and construct new RRFBs, inclusive of all required thermoplastic striping and crosswalks, pedestrian refuge islands, ADA-compliant curb ramps, pedestrian push buttons, and sidewalk repairs at the following four Midtown locations:
- Peachtree Street @ 13th Street
 - Linden Avenue mid-block between Peachtree Street and West Peachtree Street
 - 10th Street @ Myrtle Street
 - *Selected as a high priority location at the time of grant application;*
 - *RRFB constructed July 2015;*
 - *New proposed RRFB location is on 14th Street mid-block between West Peachtree Street and Crescent Avenue.*
 - Peachtree Street @ Renaissance Pkwy
 - *Selected as a high priority location at the time of grant application;*
 - *Warrant study has been completed, and HAWK signal has been designed and approved by Atlanta City Council;*
 - *HAWK scheduled for construction in 2016, and if so, new proposed location will be 15th Street @ Arts Center Way.*

Spot sidewalk patching and repairs will be made as needed to maintain ADA accessibility and safety within the footprint and of the same material as the adjacent existing sidewalks. The need for small raised pedestrian crossing islands and signage at the pedestrian beacons will be assessed during the design phase, with particular focus on bus stop locations. If any raised islands are to be installed, they will be placed within the existing roadway pavement and will avoid conflicts with driveways and side streets. RRFBs will be installed within the existing paved sidewalk area or utility easement, and will comply with the Manual on Uniform Traffic Control Devices

(MUTCD) regarding placement, distance from existing signals and intersections, etc.

- C. Striping at 140 intersections: Produce engineering plans and documentation as required to obtain local approvals to restripe crosswalks, stop bars, and roadway approaches to approximately 140 intersections (both with and without signals) within the Midtown core. Some intersections have been improved by other recent public streetscapes and private development projects and will be excluded from the project.

Existing conditions of intersections will be evaluated for restriping needs and ADA deficiencies. Needed repairs will be prioritized and implemented to the extent that project funding allows. This project will build off of data collected to-date through the Midtown Traffic Operations Program (MTO), a joint effort between the City of Atlanta and Midtown Alliance, funded by Georgia Department of Transportation's (GDOT's) Regional Traffic Operations Program (RTOP). MTO is a three-year program with the purpose of enhancing travel and safety by maximizing the efficiency of all modes of travel, including passenger vehicles, buses, pedestrians, and bicycles through proactively managing traffic signals within the study area. Signalized intersections within the MID have been evaluated by the MTO program, and the balance of un-signalized intersections will be reviewed through this Midtown Pedestrian Mobility and Safety Improvements project. The new data will be combined with the information collected through MTO, and needs will be prioritized and improvements installed, such as:

- Thermoplastic restriping of crosswalks on the existing pavement.
- Thermoplastic restriping of worn pavement markings.
- Upgrading or repairing pedestrian ramps to be ADA-compliant.
- Adding or replacing pedestrian signals or push button assemblies.
- Adding or replacing signs.
- Spot sidewalk patching and repairs as needed to maintain ADA accessibility and safety within the footprint and of the same material as the existing sidewalks immediately adjacent to the intersection.

The Area of Potential Effect (APE) for this project is identified as the area within the existing public right-of-way of all (approximately 140) intersections and adjacent parcels within the one-square mile dense urban Midtown core. Although the APE is a large area, the majority of construction will be installation of thermoplastic striping within the existing paved roadway, and all planned improvements will occur within the ROW. Temporary construction easements may be required in order to repair sidewalks, construct ADA-curb ramps, or install signals. However, no permanent easements, no property acquisition, and no adverse impacts to historic properties are anticipated.

Existing land uses within the APE are primarily commercial office, institutional, retail, single-and-multi-family residential, and mixed-use with small public green spaces scattered throughout. The Midtown core abuts or encompasses five recognized Historic Districts, including The Fox Theatre and Crawford Long Historic Districts toward the southern end of the APE. Additionally, the Ansley Park, Piedmont Park, and Midtown Historic Districts form the northern, northeastern, and eastern boundaries of the MID respectively. Two more Historic Districts lie just west of Midtown. There are 139 historic structures within the Midtown core and APE. None of the park lands, historic homes, mature trees, stone retaining walls, or other features noted inside or outside of the right-of-way will be removed, altered or impacted by the project.

In a letter dated January 17, 2006, the Georgia SHPO and GDOT established an agreement for streamlining the Assessment of Effects procedure for sidewalk and ADA compliant ramp projects. It was

determine that if there are no impacts to any contributing features of potentially eligible properties located within a project areas, then individual resource identification or historic resource survey reports would not be required. Understanding that this project is not administered by GDOT, but using this standard as a guide, it is presumed that no historic resource survey will be required since none of the improvements will have an impact on potentially contributing features. All work is being completed within the existing ROW and existing roadway or sidewalk footprint. The only potentially historic features within the right-of-way are the retaining walls and possibly some trees; however, the project will not alter the walls or trees in any way.

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EXHIBIT C

AT-279 – US 19 (Spring Street) Pedestrian Mobility and Safety Improvements (MIDTOWN ALLIANCE Design-Bid-Build)

Project Specifications and Project Table November 13, 2015

Overview

The intent of the project is to create a safer and ADA-compliant pedestrian environment while establishing a southbound bicycle route along what is currently a high-speed vehicular thoroughfare. As the area along the project has continued to densify over the last 5-10 years, pedestrian activity has increased significantly. In particular, a recently-established residence hall for the nearby Savannah College of Art and Design Atlanta has resulted in an increase of student activity along this section of Spring Street. The Center for Puppetry Arts within this area is also undergoing a major facility upgrade. However, despite the area's land use changes, the prevailing condition along this section of Spring Street currently includes narrow sidewalks (less than 5' wide in many cases), unsafe intersection crossings, and an overall lack of ADA-compliant accessibility. The roadway includes four southbound travel lanes (zero northbound lanes) and exhibits high vehicular speeds.

The project proposes enhanced sidewalks, buffered bike facilities, and reduction in travel lanes – all which are safety countermeasures endorsed by FHWA to improve bicycle and pedestrian safety. These measures will improve safety and access in and around the project area by reducing pedestrian crossing distances, creating a raised planted buffer between cars and pedestrians, constructing a separated buffered facility for bicyclists, and reducing vehicle crashes and speeds through the removal of excess travel lanes. The addition of street trees will also provide a shaded walking environment and will help reduce urban heat island effects.

Specifically, the project proposes the reduction of one travel lane in order to allow for a 5' wide bicycle facility with a 5' vegetated buffer with trees to allow for a low-stress riding environment. On each side of the street pedestrians will have a minimum 5' sidewalk and will be protected by a 5' wide planted buffer/furniture zone that will contain street and pedestrian lighting, street trees, and bicycle parking. These improvements will bring significant traffic calming and emphasize a pedestrian-friendly environment.

Scope

This project includes the following specific upgrades along Spring Street (US 19 / SR 9) between 17th Street and Peachtree Street (approx. 0.4 miles):

- Spring Street from 17th Street to Buford-Spring Connector (SR 13) (approx. 1385'):
 - Mill and resurface existing asphalt pavement between existing curbing (approx. 40'). Non-recessed granite curbs will remain in-tact. New thermoplastic pavement markings will restripe three 10' wide travel lanes.
 - Westernmost travel lane will be replaced with a 5' bike lane with a 5' raised planted

buffer. The planted buffer will be delineated with a 6” concrete curb on both sides and will be planted with street trees and ground cover, as allowed. Thermoplastic markings (MUTC D R9C-3b) will be installed within the bike lane to ensure proper cyclist flow.

- Spring Street & Buford-Spring Connector (SR 13) Intersection (approx. 190’ along Spring St.)
 - Mill and resurface existing asphalt pavement within roadway.
 - Remove (2) existing dedicated right turn lane thermoplastic markings from Buford-Spring connector exit to Spring Street. Replace with new condensed thermoplastic markings to feed two right turn lanes to the three 10’ wide travel lanes.
 - Realign edge of existing pedestrian refuge island to allow for a 5’ bike lane with a 5’ raised planted buffer. The planted buffer will be delineated with a 6” concrete curb on both sides and will be planted with street trees and ground cover, as allowed. Thermoplastic markings (MUTC R9C-3b) will be installed within the bike lane to ensure proper cyclist flow.

- Spring Street from Buford-Spring Connector to Peachtree Street (approx. 450’)
 - Mill and resurface existing asphalt pavement between existing curbing (approx. 40’). Non-recessed granite curbs will remain in-tact. New thermoplastic pavement markings will restripe three 10’ wide travel lanes.
 - Non-operational westernmost lane will be replaced with a 5’ bike lane with a 5’ raised planted buffer. The planted buffer will be delineated with a 6” concrete curb on both sides and will be planted with street trees and ground cover, as allowed. Thermoplastic markings (MUTC R9C-3b) will be installed within the bike lane to ensure proper cyclist flow.

- Pedestrian Improvements along Spring Street from 17th Street to Peachtree Street
 - Along corridor project limits, ADA compliant curb ramps will be installed or improved as necessary at all intersections.
 - All pedestrian crosswalks will be restriped with thermoplastic along with improved pedestrian crossing signage.
 - The reduction of a travel lane and addition of a 5’ buffer between the bike lane and travel lane will create shorter crossing distances for pedestrians.
 - The realignment and reduction of the overall width of the two right turn lanes from the Buford-Spring Connector onto Spring Street will be designed to provide a shorter crossing distance for pedestrians while also making them more visible to vehicles.
 - Where necessary, existing sidewalks will be removed and replaced with new ADA compliant concrete sidewalks and furniture zones. Furniture zones will include street trees, pedestrian and street lights, and street furniture.
 - Traffic signals will be upgraded for signal coordination and better pedestrian circulation.

The Area of Potential Effect (APE) for this project is identified as the area within the existing right-of-way of the Spring Street corridor from 17th Street to Peachtree Street. Several National Register Properties exist adjacent to the project corridor. Given that the project improvements are within the ROW, no adverse effects to historic properties will result from project construction.

EXHIBIT D

**Midtown Project Budget
(See Attached)**

**Exhibit D
Project Budget**

| Project ID | Name | Phase | Federal Funds | Local Funds | Totals |
|--|--|--------------|----------------------|--------------------|---------------------|
| AT-271* | Juniper Street Bicycle/Pedestrian Facilities | PE | | \$ 402,160 | \$ 402,160 |
| | | CST | \$ 3,347,200 | \$ 1,872,175 | \$ 5,219,375 |
| | | | | | \$ 5,621,535 |
| *Total project costs include Local Funds exceeding the required 10% local match. | | | | | |

| | | | | | |
|--------|--|-----|--------------|------------|---------------------|
| AT-278 | Midtown Atlanta Regional Activity Center – Pedestrian and Safety Improvements | PE | \$ 21,600 | \$ 5,400 | \$ 27,000 |
| | | CST | \$ 1,400,000 | \$ 350,000 | \$ 1,750,000 |
| | | | | | \$ 1,777,000 |

| | | | | | |
|--------|--|-----|--------------|------------|---------------------|
| AT-279 | US 19 (Spring Street) Pedestrian Mobility and Safety Improvements | PE | \$ 188,000 | \$ 47,000 | \$ 235,000 |
| | | CST | \$ 1,760,000 | \$ 440,000 | \$ 2,200,000 |
| | | | | | \$ 2,435,000 |

Total Project Budget \$ 9,833,535

EXHIBIT E

**Project Agreement
(See Attached)**

EXHIBIT F

**FTA Circular 4220.1F “Third Party Contracting Requirements”
(See Attached)**

EXHIBIT G

FTA Master Agreement dated October 1, 2014
(See Attached)