SANDY SPRINGS
GEORGIA

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** October 10, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Motion to Authorize the Mayor to Sign a Memorandum of Understanding (MOU) for the Northridge Road Interchange Improvement Project (CIP T-0037), P. I. Number 751580, as well as, SR 400 at Abernathy Road – Northbound Ramp Extension (CIP T-0038), P.I. Number 0010311

MEETING DATE: For Submission onto the October 16, 2012, City Council Work Session Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Exhibits
Resolution

APPROVAL BY CITY MANAGER: JM *APPROVED*

PLACED ON AGENDA FOR: 10/16/2012

CITY ATTORNEY APPROVAL REQUIRED: (✓) *YES* ( ) *NO*

CITY ATTORNEY APPROVAL: [signature]

REMARKS:

TO: John McDonough, City Manager

FROM: Kevin J. Walter, P.E., Public Works Director

DATE: October 4, 2012, for Submission onto the Work Session Agenda of the October 16, 2012 City Council Meeting

ITEM: Motion to Authorize the Mayor to Sign a Memorandum of Understanding (MOU) for the Northridge Road Interchange Improvement Project (CIP T-0037), P. I. Number 751580, as well as, SR 400 at Abernathy Road – Northbound Ramp Extension (CIP T-0038), P.I. Number 0010311

Public Works Department's Recommendation:

The Staff recommends that the Mayor and City Council consent to the signing of a Memorandum of Understanding (MOU) between the City of Sandy Springs and the Georgia Department of Transportation (GDOT), to implement an interchange improvement project at SR 400/US 19 and Northridge Road (GDOT PI 751580 and CIP T-0037), and at the Northbound Ramp Extension on SR 400 at Abernathy Road (GDOT PI 0010311 and CIP T-0038) subject to Legal and Finance Department review.

Background:

The City is being asked to sign a MOU with GDOT to serve as the framework for these two projects between the two agencies. The improvements were identified by the City and are short-term improvement projects similar in scope to the current bridge widening project at Roswell Road/SR 9 and I-285. Since that time, the Northridge Interchange project has changed in scope to be a total bridge replacement project. State Road and Tollway Authority (SRTA) along with State funds from GDOT for Northridge Interchange will be utilized to implement all phases of the project.

Discussion:

The interchange at Northridge Road and GA 400 will provide capacity and operational improvements to the entrance and exit ramps as well as other intersections improvements to Northridge Road at Dunwoody Place, Northridge Road and Roberts Drive, and Northridge Road and Somerset Court. Operational improvements will include additional signage for the northbound exit ramp from GA 400 and additional through lanes on Northridge Road to accommodate the improved traffic flow. The project will also include replacing the existing bridge. The City has also included enhancement features such as: decorative mast arm traffic signal poles, LED street lights, illuminated overhead street name signs, Ethernet high-definition video cameras, wireless magnetometer vehicle sensors, green vinyl chain link fence, and granite cast in place form finishes to walls. The only two enhancement items that GDOT could not honor per staff requests were for Texas style parapet walls over SR 400 and the additional landscaping requested. The Northridge Road Interchange Improvement Project is programmed to be delivered by design build procurement through GDOT. The anticipated Let date for this project is December 14, 2012, and GDOT will need an executed MOU with the City by November 14, 2012 to proceed as planned.

The Abernathy Road northbound entrance ramp onto GA400 is to widen and extend the existing ramp up to a point just north of the MARTA North Springs Station flyover ramp. This new ramp will help motorists merge onto the northbound lanes over a longer distance. The extension of the northbound entrance ramp on SR 400 is under construction and is anticipated to be complete by January 2013.

Alternatives:

If the City does not sign this agreement, there will be no formal agreement between the City and GDOT to direct the execution of this project.

Financial Impact:

For the Northridge Road Interchange Improvement Project, the SRTA and GDOT will be funding the project for the cost of design, right-of-way, utility, and construction activities up to $10,042,836, and the City will match for enhancement items listed above in the amount of $500,000. The City is not being asked to fund any cost overruns above and beyond the $10,542,836, but if the costs are higher than this amount, then GDOT will consider changing elements to reduce costs to meet budget. Also, the execution of this MOU will allow the City to apply for reimbursement for concept work for the project incurred to date in the amount of $7,988.56.

For the Abernathy Road Northbound Ramp Extension at SR 400, the SRTA and GDOT will be funding the entire project cost of design, right-of-way, utility, and construction activities up to $2,320,000, and the City will not fund any cost of this project. Also, the execution of this MOU will allow the City to apply for reimbursement for concept work for the project incurred to date in the amount of $2,993.13.

Attachments:

I. Exhibits
    A. Memorandum of Understanding
    B. Northridge at SR 400 Interchange Graphic
    C. Abernathy Road Northbound Ramp Extension onto SR 400 Graphic (sheets 1-3)

II. Resolution

MEMORANDUM OF UNDERSTANDING
By and Between
GEORGIA DEPARTMENT OF TRANSPORTATION
And
CITY OF SANDY SPRINGS
Regarding
751580-, SR 400/US 19 at CR 145/NORTHRIDGE ROAD INTERCHANGE
And
0010311, SR 400 at ABERNATHY ROAD - NORTHBOUND RAMP EXTENSION

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____day of_____2012, by and between the Georgia Department of Transportation ("GDOT"), a department within the executive branch of government of the State of Georgia, whose address is 600 W. Peachtree Street, NW., Atlanta, Georgia 30308, and the City of Sandy Springs ("COSS"), a body corporate and politic of the State of Georgia, whose address is 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350, hereinafter sometimes collectively referred to as the "parties".

WHEREAS, the COSS has represented to the GDOT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

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

WHEREAS, the COSS has represented to the GDOT a desire to accept the short term nature of improvements to the transportation facility provided by the PROJECT; and

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

NOW THEREFORE, the GDOT and COSS, governmental entities of the State of Georgia, pursuant to the provisions of Article IX, Section III, Paragraph I(a) of the Constitution of 1983, are authorized to enter into this Agreement and in consideration of the mutual promises made and of the benefits to flow from one to the other, the GDOT and COSS hereby agree as follows:

The parties agree to undertake the following PROJECT:

1. **Description**

   P.I. No. 751580-: SR 400/US 19 at CR 145/Northridge Road Interchange - PROJECT provides capacity and operational improvements for the SR 400 ramps at Northridge Road as well as intersections of Northridge Road at Dunwoody Place, Roberts Drive, and Somerset Court. Operational improvements include additional signage for the northbound exit ramp from GA 400 and additional through lane on Northridge Road to accommodate improved traffic flow. The project also includes replacing the existing bridge over SR 400 and treatments to address wrong way movements at the intersection of Northridge Road and Somerset Court.

P.I. No. 0010311: SR 400 at Abernathy Road – Northbound Ramp Extension – PROJECT provides operational improvements to SR 400 by extending the northbound on ramp from Abernathy Road to just north of the MARTA flyover bridge.

2. **Responsibilities**. The Parties agree to the following roles and responsibilities for the development of the Projects.

   a. GDOT Responsibilities:

   1. Coordinate with the State Road and Tollway Authority ("SRTA") to determine the PROJECT's eligibility to participate in the toll reserve funding program and to manage payment of toll reserve funds for applicable expenses.

   2. Through its procurement process, hire Consultants, as needed, to provide engineering support for all preliminary engineering activities.

   3. Manage all aspects of planning, designing, design review/approval, bidding, letting, construction inspection, testing, and requests for information of the projects.

   4. Perform operations and maintenance on facilities once open to traffic which are consistent with typical GDOT practices or to assign this responsibility to the local entity.

   5. Accept project budget overage risk, however GDOT will exercise its sole discretion on elements that may need to be removed, should design and construction costs exceed the established budget. In such circumstances, GDOT will in good faith endeavor to select project elements that are not those desired by the COSS. If project element reduction cannot be achieved, then GDOT will work with COSS to identify the preferred elements to be removed and retained, so as to stay under the established budget. The agreed upon commitment from COSS would remain as shown in Exhibit A.

   b. COSS Responsibilities:

   1. Develop initial concepts to determine the PROJECT's eligibility to participate in the SRTA toll reserve funding program and to present at initial public information open house meetings.

   2. Participate in project development, coordination, and implementation meetings. Provide input relative to scoping, design, budgeting, scheduling, procurement, public outreach and communication activities. However, notwithstanding the foregoing, GDOT retains the final decision making authority regarding these project implementation activities.

   3. Provide technical support to GDOT and its consultant as needed for the development of the project.

   4. Assume PROJECT costs as indicated in Exhibit A.

3. **Commencement Date and Term**. The responsibilities set out in this MOU shall commence on the _____ day of _____, 2012, (hereinafter referred to as the "Commencement Date") and

shall expire eight (8) years from the Commencement Date or 12 months after completion of the project, whichever occurs first; unless otherwise extended by mutual agreement of the parties.

4. **Funding**. GDOT will initially use State Motor Fuel Tax proceeds to pay Project costs. GDOT shall submit invoices to SRTA for reimbursement. Upon the review and approval of such invoices, SRTA shall reimburse GDOT using funds amended into SRTA's budget from SR 400 toll reserve funds. Eligible Project costs include costs for Preliminary Engineering, Right-of-Way, Utilities, and Construction, in addition to indirect costs and labor costs.

5. **Termination**. Prior to the award of any construction bid either party may terminate this MOU for cause or without cause upon thirty (30) days written notice to the other.

6. **Amendments**. This MOU may not be amended except by mutual consent in writing by the parties.

7. **Assignment**. This MOU shall not be assigned by any party to any other person or entity whatsoever unless agreed to by the parties.

8. **Notices**. Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or facsimile transmission, immediately followed by a telephone call to confirm delivery to:

   Georgia Department of Transportation
   600 W. Peachtree Street, NW
   Atlanta, Georgia 30308
   ATTN: Chief Engineer

   The City of Sandy Springs
   7840 Roswell Road, Building 500
   Sandy Springs, Georgia 30350
   ATTN: Director of Public Works

   The date on which such notice is delivered will be deemed the date thereof. Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

9. **Interpretation**. The parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this MOU. Should any provision of this MOU require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the MOU more strictly against either party because it drafted a particular provision, or the provision was for the party's benefit, or the party enjoyed a superior bargaining position.

10. **No Third Party Beneficiaries**. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this MOU.

11. **Risk Allocation**. Each party shall conduct its own functions under this MOU in accord with state law at its sole cost, risk and responsibility.

12. **Severability**. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

13. **Governing Law**. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

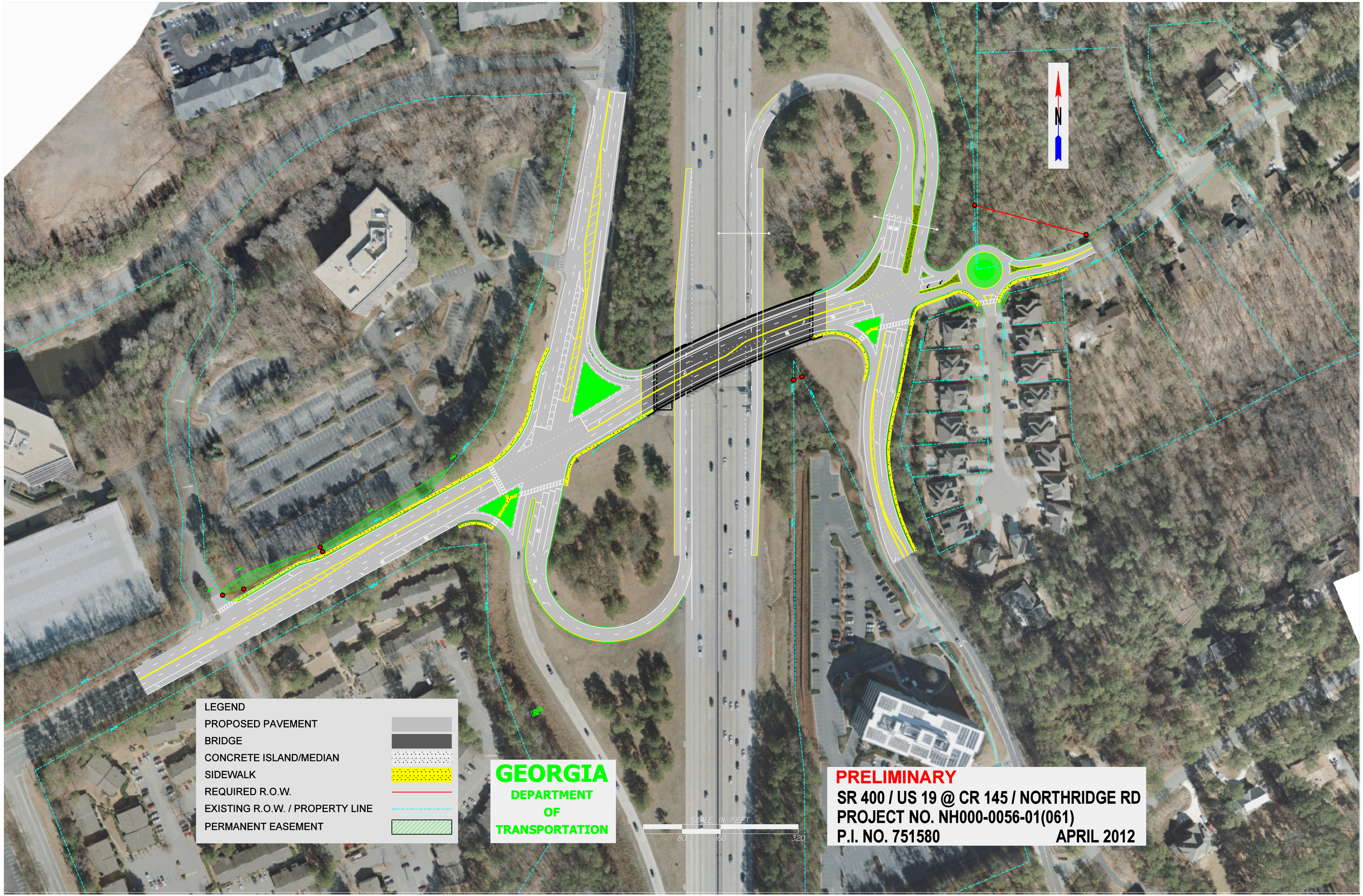
IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

Georgia Department of Transportation	City of Sandy Springs
_____	_____
Commissioner	Mayor
Attest:	
_____	_____
Treasurer	Witness

EXHIBIT "A"

Project Number 751580- (SR 400/US 19 at CR 145/Northridge Road Interchange) - Fulton County
& Project Number 0010311 (SR 400 at Abernathy Road Northbound Ramp Extension) - Fulton County

Project	Preliminary Engineering		Right of Way			Construction		Utility Relocation	
(PI#, Project #, Description)	Funding	PE Activity by	Funding of Real Property	Acq. By	Acq. Fund by	Funding	Letting by	Utility Funding by	Railroad Funding by
P.I. # 751580- (SR 400/US 19 at CR 145/Northridge Road Interchange) - Fulton County	(100%) State ($600,000) Estimate Source: SRTA Toll Reserves - 44220	COSS/ GDOT	(100%) State ($141,000) Estimate Source: SRTA Toll Reserves - 44220	GDOT	SRTA/COSS	(95%) State ($8,389,836) Estimate Source: SRTA Toll Reserves - 44220	GDOT	(100%) State ($912,000) Estimate Source: SRTA Toll Reserves - 44220	NA
						(5%) City ($500,000) Estimate Source: Local Funds			
	> ($600,000) Total Estimate 100% State		>($141,000) Total Estimate 100% State			>($8,889,836) Total Estimate 100% State		>($912,000) Total Estimate 100% State	
P.I. # 0010311 (SR 400 at Abernathy Road - Northbound Ramp Extension) - Fulton County	(100%) State ($300,000.00) Estimate Source: SRTA Toll Reserves - 44220	COSS/ GDOT	(100%) State ($0) Estimate Source: SRTA Toll Reserves - 44220	NA	NA	(100%) State ($2,020,000.00) Estimate Source: SRTA Toll Reserves - 44220	GDOT	(100%) State ($0) Estimate Source: SRTA Toll Reserves - 44220	NA
	>($300,000.00) Total Estimate 100% State		>($0) Total Estimate 100% State			>($2,020,000.00) Total Estimate 100% State		>($0) Total Estimate 100% State	


N
LEGEND
PROPOSED PAVEMENT
BRIDGE
CONCRETE ISLAND/MEDIAN
SIDEWALK
REQUIRED R.O.W.
EXISTING R.O.W. / PROPERTY LINE
PERMANENT EASEMENT
GEORGIA
DEPARTMENT
OF
TRANSPORTATION
SCALE IN FEET
0
80
160
320
PRELIMINARY
SR 400 / US 19 @ CR 145 / NORTHRIDGE RD
PROJECT NO. NH000-0056-01(061)
P.I. NO. 751580
APRIL 2012

Abernathy Road Northbound On-Ramp Improvements at SR 400

Abernathy Road Northbound On-Ramp Improvements at SR 400

Abernathy Road Northbound On-Ramp Improvements at SR 400

SANDY SPRINGS GEORGIA

STATE ROAD & TOLLWAY AUTHORITY SRTA

GDOT Georgia Department of Transportation

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE THE AUTHORIZATION OF THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SANDY SPRINGS AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR THE EXECUTION OF THE SR 400/US 19 AT NORTHRIDGE ROAD INTERCHANGE PROJECT (CIP T-0037), GDOT P. I. Number 751580, AS WELL AS NORTHBOUND RAMP EXTENSION ON SR 400 AT ABERNATHY ROAD PROJECT (CIP T-0038) – P.I. NUMBER 0010311

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs and

WHEREAS, by Resolution adopted, the City of Sandy Springs has entered into a Memorandum of Understanding (MOU) with the Georgia Department of Transportation (GDOT) to implement the interchange improvement projects along SR 400 at both Northridge Road and at Abernathy Road; and

WHEREAS, the City desires to enter into a MOU with the GDOT to document the relationships and responsibilities in executing these projects; and

WHEREAS, GDOT has indicated a willingness to fund the materials and installation for said road improvements along Northridge Road from the intersections of Dunwoody Place to Somerset Court, with GDOT funds, State Road and Tollway Authority (SRTA) funds, or a combination from any of the above sources; and

WHEREAS, upon adoption of this Resolution, the Georgia Department of Transportation staff will manage all applicable pertinent phases of these projects.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, **GEORGIA**

That they receive, accept, and affirm the authorization for the Mayor to execute a MOU with the GDOT for the implementation of these transportation improvement projects, with the majority of the funding being provided by State Road and Tollway Authority (SRTA) and GDOT.

APPROVED AND ADOPTED on this the 16th day of October 2012.

Approved:

_____
Eva Galambos, Mayor

Attest:

_____
Michael Casey, City Clerk

(Seal)