



TO: John McDonough, City Manager

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

DATE: November 3, 2011, for Submission onto the Agendas of the November 15, 2011, City Council Meeting

ITEM: Motion to Authorize the City Manager to Sign a Memorandum of Understanding (MOU) for the construction of the SR 400/US 19 and Northridge Road Interchange Improvement Project (CIP T-0037), P. I. Number 751580

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.

Background:

The City is being asked to sign a MOU with GDOT to serve as the framework for this project between the two agencies. The project will provide capacity and operational improvements to the SR 400 ramps at Northridge Road as well as other intersections of Northridge Road at Dunwoody Place, Roberts Drive, and Somerset Court. Improvements will include better signage for the northbound exit ramp from GA 400 and additional through lanes on Northridge Road to accommodate the improved traffic flow. This project was identified by the City and is a short-term improvement project similar in scope to the current bridge widening project at Roswell Road/SR 9 and I-285. State Road and Tollway Authority (SRTA) funding will be utilized to implement all phases of the project.

Discussion:

This project is programmed to be delivered by design build procurement through GDOT. The anticipated Let date for the project is late summer of 2012. Concept development work is currently underway with GDOT.

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:

State Road and Tollway Authority (SRTA) funding will ultimately fund 100% of the cost for design, right-of-way, utility, and construction activities up to \$7,000,000. The City is being asked to fund any cost overruns above and beyond the \$7,000,000. Currently, the total cost estimate is approximately \$4,600,000. The execution of this MOU will allow the City to apply for reimbursement for concept work for the project incurred to date (\$10,981.69).



Attachments:

- I. Exhibits
 - A. Memorandum of Understanding
 - B. City Developed Initial Concept for SRTA
- II. Resolution

MEMORANDUM OF UNDERSTANDING

By and between

GEORGIA DEPARTMENT OF TRANSPORTATION

And

CITY OF SANDY SPRINGS

Regarding

PROJECT 751580-, SR 400/US 19 at CR 145/NORTHRIDGE ROAD INTERCHANGE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____ 2011, 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 and instrumentality 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, pursuant to the provisions of OCGA §32-2-2(a)(1), the GDOT is authorized to plan, design, manage, control, construct and maintain the state highway system; and

WHEREAS, pursuant to the provisions of OCGA §32-10-67, the COSS is authorized to initiate a study of any given project or projects and expend sums as may be necessary in establishing the feasibility of utilizing toll revenue financing in the implementation of the project or project construction; 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 of the Project**

P.I. No. 751580-: SR 400/US 19 at CR 145/Northridge Road Interchange - Project will provide capacity and operational improvements to the SR 400 ramps at Northridge Road as well as other intersections of Northridge Road at Dunwoody Place, Roberts Drive, and Somerset Court. Improvements will include better signage for the northbound exit ramp from GA 400 and additional through lanes on Northridge Road to accommodate the improved traffic flow.

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

a. **GDOT Responsibilities:**

1. Coordinate with the Atlanta Regional Commission (“ARC”) to program the Projects not currently included in the Transportation Improvement Program (“TIP”).
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 consistent with typical GDOT practices or assign this responsibility to the local entity.

b. COSS Responsibilities:

1. Undertake the responsibility for the development of initial concepts to determine the project’s eligibility to participate in the State Road and Tollway Authority (“SRTA”) toll reserve funding program.
 2. Participate in project development, coordination, and implementation meetings. Provide input relative to scoping, design, budgeting, scheduling, procurement, public outreach and communication activities. However, GDOT retains final decision making authority regarding these project implementation activities.
 3. Provide technical support as needed.
 4. Assume all project costs exceeding the amount allocated in the SRTA toll reserve funding program (\$7,000,000), including but not limited to construction cost overruns.
3. **Commencement Date and Term.** This MOU shall commence on the ____ day of _____, 2011, (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

John McDonough, City Manager

Attest:

Treasurer

Witness

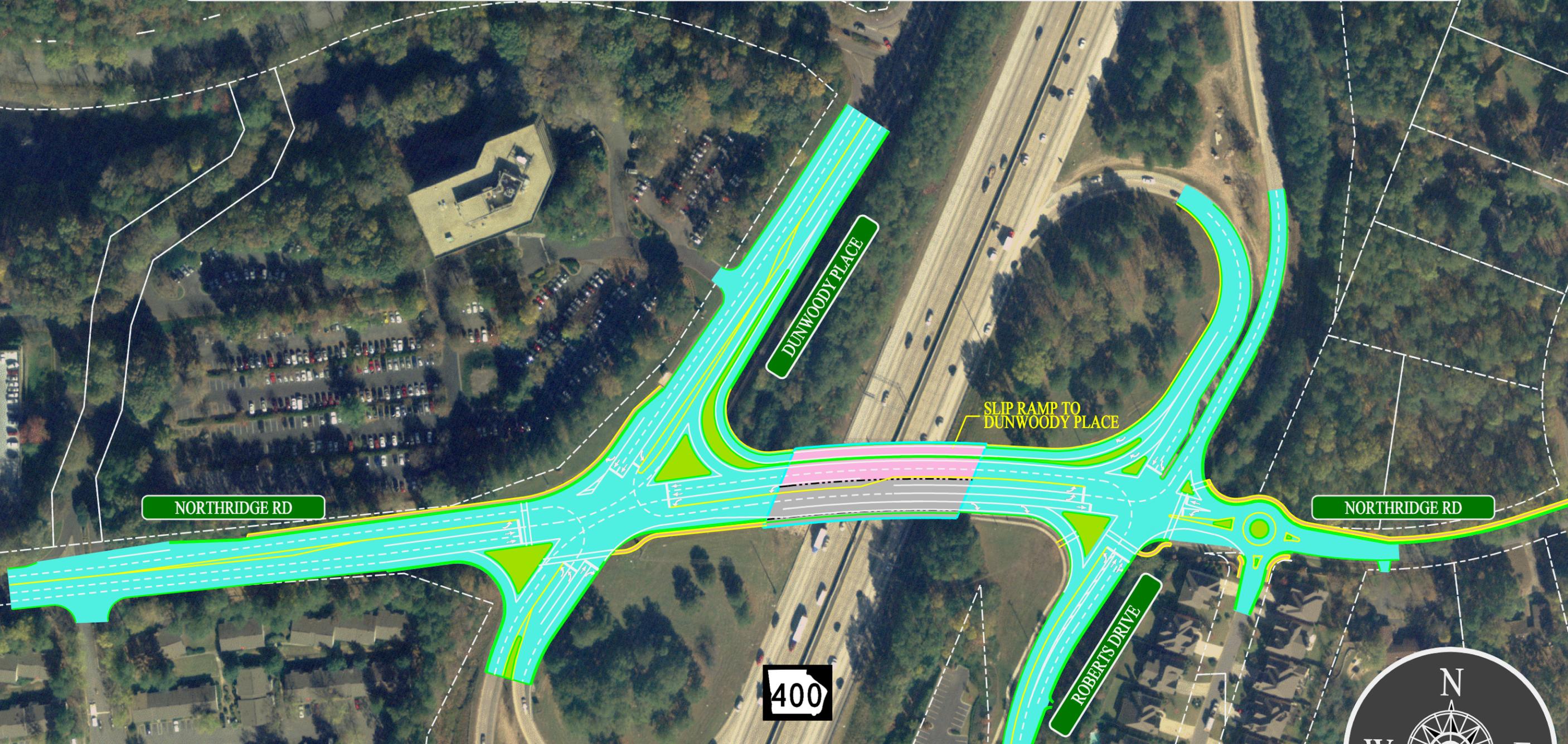
DRAFT

EXHIBIT "A"

Project Number 751580- (SR 400/US 19 at CR 145/Northridge Road Interchange) - Fulton County

Project (PI#, Project #, Description)	Preliminary Engineering		Right of Way			Construction		Utility Relocation	
	Funding	PE Activity by	Funding of Real Property	Acq. By	Acq. Fund by	Funding	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 (\$500,000 Estimate) Source: SRTA Toll Reserves - 44220 > (\$500,000 Total Estimate) 100% COSS	COSS/ GDOT	(100%) State (\$1,000,000 Estimate) Source: SRTA Toll Reserves - 44220 >(\$1,000,000 Total Estimate) 100% COSS	GDOT	GDOT	(100%) State (\$5,500,000 Estimate) Source: SRTA Toll Reserves - 44220 >(\$5,500,000 Total Estimate) 100% COSS	GDOT	(100%) Local Source: COSS	COSS

Northridge Road Bridge Improvements over SR 400



NORTHBRIDGE RD

DUNWOODY PLACE

SLIP RAMP TO
DUNWOODY PLACE

NORTHBRIDGE RD

ROBERTS DRIVE

400

SANDY SPRINGS
GEORGIA

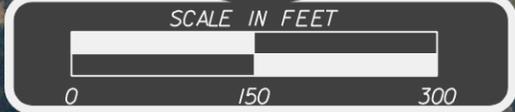
STATE ROAD & TOLLWAY
SRTA AUTHORITY

GDOT
Georgia Department of Transportation

LEGEND

EXISTING BRIDGE 

BRIDGE WIDENING 



NOTE: THE PROPOSED SCHEMATIC OF IMPROVEMENTS IS DRAFT ONLY AND IS SUBJECT TO CHANGE DURING THE DESIGN PROCESS

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE AUTHORIZATION TO EXECUTE
AN 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**

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 project;

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

WHEREAS, upon adoption of this Resolution, City Sandy Springs Public Works Department staff will manage all applicable pertinent phases of the project.

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 City Manager to execute a MOU with the GDOT for the implementation of this transportation improvement project, with funding provided by State Road and Tollway Authority (SRTA).

APPROVED AND ADOPTED on this the 15th day of November 2011.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk

(Seal)