

ORIGINAL



COBB COUNTY  
DEPARTMENT OF TRANSPORTATION  
COBB FRAMEWORK AGREEMENT

GDOT Project No. 0014483  
CCDOT Project No. TR539  
ARC Project No. CO-465

update  
to  
0018265

This Framework Agreement ("Agreement") is made and entered into on the Effective Date as defined herein, by and between City of Smyrna, Georgia ("City") and Cobb County, Georgia ("County").

WHEREAS, the City and the County are working together on the SR 280/South Cobb Drive - Windy Hill Road to Concord Road Improvements, Project No. 0018265, ("PROJECT") as defined in **Exhibit A**; and

WHEREAS, the Atlanta Regional Commission has approved federal funds for the Right of Way (ROW) and Construction (CST) phases the PROJECT; and

WHEREAS, the City will provide the required local match for the ROW and CST phases of the PROJECT; and

WHEREAS, the Georgia Department of Transportation (GDOT) has designated the County as the PROJECT Sponsor and primary party to oversee the preliminary engineering phase to include concept phase, preliminary and final design, right of way acquisition, and utility relocation; and

NOW THEREFORE, for and in consideration of the mutual benefits and obligations flowing from one to the other, the receipt and sufficiency of which are hereby acknowledged, the City and the County hereby agree to the following:

1. The City will fund the PE phase (100%), in the amount of \$3,300,000.00, with local funds for the PROJECT. No federal funds shall be applied to the PE phase, as described in **Exhibit B**.
2. The City will fund GDOT and County oversight fees for all phases of the PROJECT, and Concept Phase design fee as described in **Exhibit C**.
3. The Atlanta Regional Commission has awarded \$760,000.00 for the ROW phase and \$8,000,000.00 for the CST phase of the PROJECT, as described in Exhibit B. These funds will be administered through the Georgia Department of Transportation (GDOT). GDOT has identified the County as the PROJECT Sponsor with Local Administered Project (LAP) Certification, and therefore the County is responsible for the PROJECT delivery.
4. The City shall contribute to the ROW and CST phases of the PROJECT by funding the required local match of \$190,000.00 and \$17,500,000.00 respectively for a total of \$17,690,000.00, as described in Exhibit B.
5. In addition to funds identified in (1), (2), and (4) above, the City will pursue additional fund sources as needed for all reimbursable utility relocations, right of way acquisitions, construction, environmental mitigation (if required), and shop drawing review or other engineer of record construction services.

SCANNED  
BY: HC Date: 6/5/23

APPROVED  
Per the City of Smyrna  
Mayor and Council  
Official Meeting Minutes  
Date: June 5, 2023

6. In addition to funds identified in above, the City will fund or identify other fund sources for County right of way services costs, as described in **Exhibit C**.
7. In coordination with the City, the County will oversee and contract with an approved consultant engineering firm to accomplish the PE activities for the PROJECT in accordance with GDOT's Plan Development Process (PDP), and all other applicable guidelines of the American Association of State Highway and Transportation Officials.
8. The County shall oversee all preconstruction PROJECT delivery aspects of GDOT's PDP. All PROJECT submittals to GDOT shall be made through the County and all communications shall be directed to or copied to the County's Project Manager. In accordance with GDOT's requirement for the PROJECT Sponsor to assure quality, the County will conduct plan reviews in accordance with the County's Pre-Construction Process and Procedure Manual prior to submitting plans to GDOT for GDOT's plan reviews.
9. Because failure to follow the PDP and all applicable guidelines and policies may jeopardize the use of Federal and State Funds, because the County is providing oversight, and in order for the City to protect itself from any Federal or State claim that it would have the responsibility to make up for the loss of that funding, the County will allow the City and its consultant(s) full access to the work and records of contractors and the County's oversight on any phase of the PROJECT.
10. The City shall oversee all phases of Construction for the project beginning at the construction advertisement and contract award phase through construction completion and acceptance. The City shall provide construction inspection services, testing, and all related required construction services.
11. Both the County and the City hereby acknowledge that time is of the essence. It is agreed that both parties shall adhere to the schedule of activities established in GDOT's approved schedule. Every effort will be made to advance this schedule, where possible.
12. The County shall acquire all required right of way for the PROJECT in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United State Code; 23CFR 710, et. Seq., 49 CFR Part 24 and the rules and regulations of GDOT. Costs associated with acquisition and actual land value costs shall be funded by the City, or funding sources identified by the City.
13. The County shall coordinate the PE activities for required utility relocations. All agreements for reimbursable utility relocations shall be prepared in coordination with City and GDOT and approved by GDOT.
14. The City shall reimburse the County for the full amount of submitted invoices related to the PROJECT within thirty (30) days of receipt of invoice from the County.

15. The laws of the State of Georgia shall govern the construction, interpretation and enforcement of this Agreement and its provisions. The parties shall bring any action at law or in equity related to this Agreement and/or to construe, interpret or enforce the provisions hereof in the Superior Court of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia, as applicable.
16. The term of this Agreement shall commence on the date the last party hereto executes it ("Effective Date") and shall conclude at the earlier of the date of final acceptance by the County, or the date on which the City or County decide not to implement the PROJECT. The parties shall remain responsible for the completion and fulfillment of any outstanding financial commitments specified herein and not otherwise satisfied before the expiration or termination of this Agreement.
17. This Agreement, together with all exhibits, constitutes the entire understanding between the parties, and as of its Effective Date, supersedes all other understandings or agreements, whether oral or written, between the parties concerning the subject matter hereof.
18. All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid to the addresses set forth below, and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications are to be sent by notifying the other party as follows:

If to County:                      Drew Raessler  
Director, Cobb County Department of Transportation  
1890 County Service Parkway  
Marietta, GA 30008

If to City:                              Eric Randall  
Public Works Director  
2190 Atlanta Road  
Smyrna, GA 30080

19. If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable for any reason, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.
20. Each of the individuals executing this Agreement on behalf of the City or the County represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

RECOMMENDED FOR APPROVAL:

CITY OF SMYRNA, GEORGIA

COBB COUNTY, GEORGIA

By: \_\_\_\_\_

*Derek Norton*

By: \_\_\_\_\_

Printed Name: DEREK NORTON

Printed Name: Lisa N. Cupid

Title: MAYOR

Title: Chairwoman, Board of Commissioners

Date JUNE 5, 2023

Date \_\_\_\_\_



[ATTACH CORPORATE SEAL]

ATTEST:

APPROVED AS TO FORM BY:

*Heather K. Peacon-Corn*  
Heather K. Peacon-Corn, City Clerk

\_\_\_\_\_  
County Attorney's Office

## Exhibit A

The Federal Highway Administration conducted a Roadway Safety Audit in 2014 that identified opportunities for improvements at several intersections along the South Cobb Drive corridor. Additionally, a review of crash records between October 2011 and October 2016 showed that 15 crashes involving pedestrians and bicyclists were reported. One fatality occurred in 2015. Since November 2016, three additional crashes involving pedestrians have occurred along this corridor.

The City of Smyrna (City), in partnership with the Georgia Department of Transportation (GDOT) and the Atlanta Regional Commission, completed the South Cobb Drive Corridor Study in 2017 for the segment of SR 280/South Cobb Drive between Windy Hill Road and Concord Road. The primary transportation goals for the study were to promote vehicular and pedestrian safety along and across the corridor, as well as to provide infrastructure to facilitate non-vehicular mobility.

The preferred alternative for the 1.5 mile corridor improvement project builds on the Design Concept 4 recommendation identified in the study, and includes the construction of a multi-way boulevard along the corridor with raised landscaped medians. The raised median in the center of the roadway will replace the existing two-way left turn flush median and will act as an access management strategy to reduce the number of conflict points, thereby enhancing vehicular safety. The raised median can also provide refuge for pedestrians crossing SR 280/South Cobb Drive. In addition, the exterior lanes of the corridor will also include a raised median to separate the local traffic from through movement traffic. Vehicles accessing adjacent land uses will be separated from higher volume, higher speed traffic, which will result in enhanced safety maneuvers. In addition, local transit service will operate in these outside lanes, increasing safety for passengers to board at designated bus stops. To support bicycle and pedestrian mobility, Design Concept 4 also calls for multi-use paths on both sides of the corridor.

Exhibit B

# Atlanta Regional Commission Transportation Projects Report

CO-465	SR 280 (SOUTH COBB DRIVE) WIDENING	Jurisdiction	Cobb County	Existing	4/6	Planned	6	Length (mi.)	1.49	Network Year	2030
0014483	FROM WINDY HILL ROAD TO CONCORD ROAD	Sponsor	GDOT	Analysis		In the Region's Air Quality Conformity Analysis				LCI	<input type="checkbox"/>
Programmed		Service Type	Roadway / General Purpose Capacity							Flex	<input type="checkbox"/>

update to 0018265

Status	Year	Fund Type	Federal	State	Local	Bonds	Total
SCP	2016	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$120,000	\$0,000	\$30,000	\$0,000	\$150,000
PE	2023	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$3,300,000	\$0,000	\$3,300,000
ROW	2026	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$760,000	\$0,000	\$190,000	\$0,000	\$950,000
CST	2028	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$8,000,000	\$0,000	\$17,500,000	\$0,000	\$25,500,000
			\$8,880,000	\$0,000	\$21,020,000	\$0,000	\$29,900,000

### Exhibit C

#### Cobb County Department of Transportation (Preliminary Engineering Phase Design Fees)

Administrative Oversight (Project Management)	\$67,250.00
Concept Phase	\$1,001,475.00
Preliminary Design	\$TBD*
Final Design	\$TBD*
Right of Way Service	
Acquisition	\$TBD*
Appraisal (if needed)	\$TBD*
Title	\$TBD*
Administrative	
Utility	\$TBD*

\*Design Fees for Preliminary, Final, ROW and Utility phases will be determined after the Concept Phase approval and will require an Amendment to the CFA.

#### Georgia Department of Transportation Oversight Fees

Phase	Cost
Preliminary Engineering Phase	\$TBD