

INTER GOVERNMENT PROJECT AGREEMENT

BETWEEN

CITY OF SANDY SPRINGS, GEORGIA

And

CITY OF ROSWELL, GEORGIA

And

CITY OF ALPHARETTA, GEORGIA

**CONSTRUCTION ENGINEERING AND INSPECTION FOR
STATE ROUTE 9 (Roswell Road) ADVANCED TRANSPORTATION MANAGEMENT SYSTEM
FROM ABERNATHY ROAD IN SANDY SPRINGS TO ALPHARETTA/MILTON CITY LIMITS**

This AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the CITY OF SANDY SPRINGS, GEORGIA, acting by and through its Mayor and City Council, hereinafter called the "SPONSOR", the CITY OF ROSWELL, GEORGIA, acting by and through its Mayor and City Council and the CITY OF ALPHARETTA, GEORGIA, acting by and through its Mayor and City Council, hereinafter collectively called the "CITIES".

WHEREAS, the SPONSOR and the CITIES have mutually completed the preliminary engineering activities, including bidding on State Route 9 from Abernathy Road through the Cities of Roswell and Alpharetta in Fulton County, Georgia, described as ARC number FN-199, hereinafter referred to as the "ATMS PROJECT"; and

WHEREAS, the SPONSOR and the CITIES efforts have produced plans for a construction project that will be coordinated with the Georgia Department of Transportation, hereinafter called the "DEPARTMENT" and is identified as Project Number STP-0006-00(727), P. I. Number 0006727; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities of the ATMS PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the ATMS PROJECT including reimbursing the SPONSOR and the CITIES up to \$3,479,524.00 for construction costs with the SPONSOR and the CITIES responsible for any and all costs that exceed \$3,479,524.00; and

WHEREAS, the SPONSOR and CITIES have expressed a desire to proceed with the construction phases of Project Number STP-0006-00(727);

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

1. The SPONSOR shall be the single point of contact for the DEPARTMENT. This is applicable for all department offices including the Office of Program Delivery and the Area Two Office of District Seven.
2. The SPONSOR and the CITIES shall be responsible for paying the contractor's monthly invoices in accordance with the DEPARTMENT'S Local Administered Project (LAP) Manual Chapter 6: Billing. The contractor shall submit the monthly invoices and required submittals to the SPONSOR by the 10th of the month and the SPONSOR shall transmit the appropriate portion of the invoice and required submittals to the jurisdiction where the work was completed along with a request for payment to the SPONSOR within two (2) business days. The CITIES shall review the invoice and acknowledge the work listed in the invoice was satisfactorily completed by the contractor and make payment to the SPONSOR within fourteen (14) business days. In case any of the CITIES do not agree with the progress shown on the invoice the CITIES will notify the SPONSOR via email within seven (7) business days from receiving the invoice. The SPONSOR shall require a resubmittal of invoice with an agreed upon progress. The SPONSOR shall make payment to the contractor within three (3) business days after receipt of payments from the CITIES but in no case later than 30 calendar days after the invoice is submitted by the contractor.
3. The SPONSOR shall submit a reimbursement request to GDOT for the approved monthly invoice within thirty (30) business days after making payment to the contractor. The SPONSOR shall reimburse the CITIES within fourteen (14) business days after receiving payment from GDOT. The construction amount for each of the CITIES is shown in exhibit "A" for budgetary planning purposes. The construction amount up to \$3,479,524.00 will be 100% reimbursable to the CITIES as agreed upon above.
4. The SPONSOR shall communicate to CITIES in a timely fashion when an invoice or material review submittal is made by the contractor. Cities will keep track of and communicate the project progress to the SPONSOR every two weeks.
5. The SPONSOR and the CITIES shall each be responsible for inspection of all project construction activities in their respective jurisdiction in accordance with the DEPARTMENT'S LAP Manual Chapter 11: Construction Administration.
6. The SPONSOR and the CITIES shall collectively be responsible for the review and acceptance of materials that the contractor proposes to use in the project in accordance with the DEPARTMENT'S LAP Manual. The SPONSOR and the CITIES will certify that materials used by the contractor meet or exceed the requirements of the plans and specifications.
7. The SPONSOR and the CITIES hereby acknowledge that TIME IS OF THE ESSENCE for the implementation of this PROJECT. In the completion of respective commitments contained herein, changes may be made to the schedule if mutually identified and agreed upon, in writing, by the SPONOSR and CITIES.
8. This AGREEMENT shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. This AGREEMENT contains the entire understanding between the parties relating to the subject matter and any amendments to this AGREEMENT must be in writing, executed by the parties and have express reference to be made a part of this AGREEMENT.
10. The SPONSOR shall be responsible for collecting and confirming all GDOT requirements associated with invoicing per the DEPARTMENT'S LAP Manual are met. This includes, but is not limited to, weekly wage sheets per the Davis Bacon Act, monthly Disadvantaged Business Enterprise (DBE) reports, and Buy American requirements (if required). All appropriate documentation will be provided by the contractor to the SPONSOR before monthly invoices are submitted to the CITIES for their share of the invoice.

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

CITY OF SANDY SPRINGS, GEORGIA

BY: _____

Mayor

Signed, sealed and delivered this ____ day of _____ 2011, in the presence of:

Witness

Notary Public

This AGREEMENT approved by the City of Sandy Springs Council at a meeting held at

_____, this

_____ day of _____, 2011

CITY Clerk

CITY OF ALPHARETTA, GEORGIA

BY: _____

Mayor

Signed, sealed and delivered this ____ day of _____ 2011, in the presence of:

Witness

Notary Public

This AGREEMENT approved by the City of Alpharetta Council at a meeting held at

_____, this

_____ day of _____, 2011

CITY Clerk

CITY OF ROSWELL, GEORGIA

BY: _____

Mayor

Signed, sealed and delivered this ____ day of

_____ 2011, in the presence of:

Witness

Notary Public

This AGREEMENT approved by the City of Roswell Council at a meeting held at

_____, this

_____ day of _____, 2011

CITY Clerk

Exhibit “A”

Phase	Total	Federal	Cost to Cities	Sandy Springs Share - 33%	Roswell Share - 39%	Alpharetta Share – 28%
Construction Cost	\$3,479,524.00	\$3,479,524.00	\$0	\$1,148,242.92	\$1,357,014.36	\$974,266.72

Notes:

- Percent shares above are for budgetary purposes only and to illustrate the amount each City will need to plan to contribute toward the project during the construction phase.
- All construction costs will be reimbursed by GDOT up to the maximum amount shown above.
- Construction funds listed is the maximum contribution unless additional funding is otherwise agreed upon by individual cities according to the ATMS elements selected by each jurisdiction for implementation.