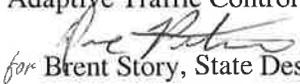


ORIGINAL TO GENERAL FILES

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**OFFICE OF DESIGN POLICY & SUPPORT
INTERDEPARTMENTAL CORRESPONDENCE**

FILE P.I. #0010196 **OFFICE** Design Policy & Support
GDOT District 7 - Metro Atlanta
Cobb County **DATE** March 31, 2011
Adaptive Traffic Control System

FROM  for Brent Story, State Design Policy Engineer

TO SEE DISTRIBUTION

SUBJECT APPROVED CONCEPT REPORT

Attached is the approved Concept Report for the above subject project.

Attachment

DISTRIBUTION:

Genetha Rice-Singleton, Program Control Administrator
Bobby Hilliard, State Program Delivery Engineer
Cindy VanDyke, State Transportation Planning Administrator
Angela Robinson, Financial Management Administrator
Glenn Bowman, State Environmental Administrator
Kathy Zahul, State Traffic Engineer
Georgene Geary, State Materials & Research Engineer
Ron Wishon, State Project Review Engineer
Jeff Baker, State Utilities Engineer
Ken Thompson, Statewide Location Bureau Chief
Bryant Poole, District Engineer
Scott Lee, District Preconstruction Engineer
Jonathan Walker, District Utilities Engineer
Cynthia Burney, Project Manager
BOARD MEMBERS –6th, 11th, &13th Congressional Districts

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PROJECT CONCEPT REPORT

County: Cobb
P.I. Number: 0010196
Federal Route Number: U.S. 41/Cobb Pkwy.
State Route Number: S.R. 3/Cobb Pkwy. and S.R. 5 Connector/Barrett Pkwy.

Project Description: Adaptive Traffic Control System

Submitted for approval:

DATE 2/7/11 David Murray
Cobb County Department of Transportation

DATE 2-9-11 Kathleen Bevil
State Traffic Engineer

DATE 9 Feb 2011 [Signature]
Project Manager

Recommendation for approval:

DATE _____
Program Control Administrator

DATE 3-17-11 Glenn Bowman*/KLP
State Environmental Administrator

DATE 3-11-11 Ron Wishon*/KLP
Project Review Engineer

DATE 3-22-11 for Andrew Hoenig*/KLP
State Utilities Engineer

DATE _____
District Engineer

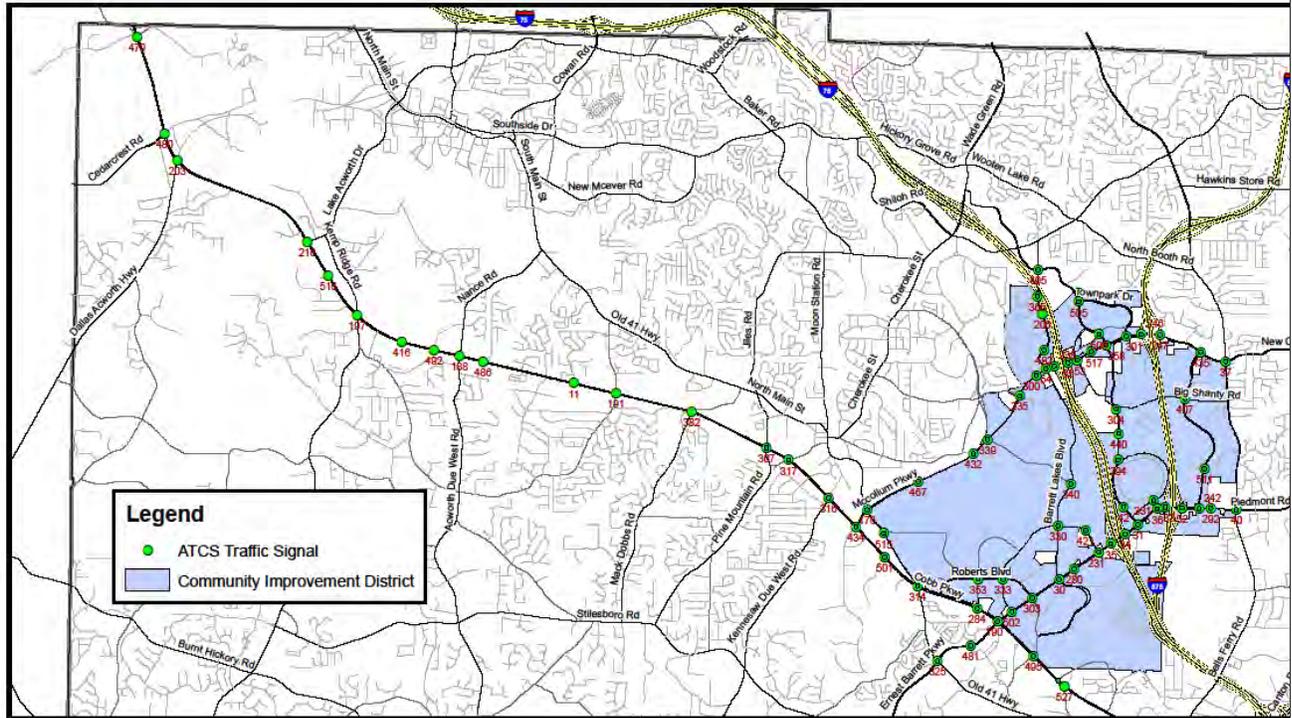
DATE _____
State Transportation Financial Management Administrator

The concept as presented herein and submitted for approval is consistent with that which is included in the Regional Transportation Plan (RTP) and/or the State Transportation Improvement Program (STIP).

DATE 3-16-11 Cynthia VanDyke*/KLP
State Transportation Planning Administrator

* Recommendation on file

Town Center CID ATCS Signal System



Location Map

PROJECT LOCATION LIST:

1. Barrett Parkway at Old Highway 41
2. Barrett Parkway at Ridenour Drive
3. Barrett Parkway at Cobb Place Boulevard (W)
4. Barrett Parkway at Roberts/Greers Chapel Road
5. Barrett Parkway at Barrett Lakes Boulevard
6. Barrett Parkway at Home Center Drive
7. Barrett Parkway at Cobb Place Boulevard (E)
8. Barrett Parkway at I-75 Southbound
9. Barrett Parkway at I-75 Northbound
10. Barrett Parkway at Busbee Parkway
11. Barrett Parkway at Mall Boulevard
12. Barrett Parkway at I-575 Southbound
13. Barrett Parkway at I-575 Northbound
14. Barrett Parkway at Chastain Meadows Parkway
15. Barrett Parkway at Prado/Town Center Village
16. Barrett Parkway at Bells Ferry Road
17. Cobb Parkway at White Circle (N)
18. Cobb Parkway at Greers Chapel Road
19. Cobb Parkway at Barrett Parkway
20. Cobb Parkway at Vaughn Road
21. Cobb Parkway at Old Highway 41
22. Cobb Parkway at Ellison Lakes Drive
23. Cobb Parkway at McCollum Parkway
24. Cobb Parkway at Kennesaw-Due West Road
25. Cobb Parkway at Watts Drive
26. Cobb Parkway at Jiles Road
27. Cobb Parkway at Mack Dobbs Road
28. Cobb Parkway at Blue Springs/Jim Owens Road
29. Cobb Parkway at Creekside/Walmart
30. Cobb Parkway at Lowes
31. Cobb Parkway at Acworth-Due West Road
32. Cobb Parkway at Acworth Summit Boulevard
33. Cobb Parkway at Target/Home Depot
34. Cobb Parkway at Mars Hill Road
35. Cobb Parkway at Days Chevrolet/Walmart
36. Cobb Parkway at Lower 92
37. Cobb Parkway at Upper 92
38. Cobb Parkway at Cedarcrest Road
39. Cobb Parkway at Third Army Road
40. Old Highway 41 at Airport Road
41. Old Highway 41 at McCollum Parkway
42. McCollum Parkway at Cessna Lane
43. McCollum Parkway at West Duncan Road

PROJECT LOCATION LIST CONTINUED:

44. Chastain Road at McCollum Parkway
45. Chastain Road at Big Shanty Road
46. Chastain Road at KSU
47. Chastain Road at Barrett Lakes Boulevard/Frey Road
48. Chastain Road at I-75 Southbound
49. Chastain Road at I-75 Northbound
50. Chastain Road at Busbee Drive
51. Chastain Road at Madison Retail Center
52. Chastain Road at Busbee Parkway
53. Chastain Road at Chastain Center Boulevard
54. Chastain Road at I-575 Southbound
55. Chastain Road at I-575 Northbound
56. Chastain Road at Chastain Meadows Parkway
57. Chastain Road at Bells Ferry Road
58. Busbee Parkway at Town Center Drive (S)
59. Busbee Parkway at Town Center Drive (N)
60. Busbee Parkway at PGA Superstore
61. Busbee Parkway at Big Shanty Road
62. Busbee Parkway at Townpark Lane
63. Busbee Parkway at Townpark Drive (N)
64. Busbee Parkway at Frey Road
65. Frey Road at South Parking Deck
66. Frey Road at North Parking Deck
67. Frey Road at Campus Loop Road
68. Barrett Lakes Boulevard at Cobb Place Boulevard
69. Barrett Lakes Boulevard at Duncan Road
70. Cobb Place Boulevard at Cobb Place Lane
71. Chastain Meadows Parkway at Walmart
72. Chastain Meadows Parkway at Big Shanty Road
73. Roberts Boulevard at Vaughn Road
74. Roberts Boulevard at Cobb Place Boulevard
75. Mall Boulevard at Town Center Drive

Need and Purpose: The purpose of this project is to improve the operation of Barrett Parkway, Cobb Parkway, McCollum Parkway, Chastain Road, Old Highway 41, Busbee Parkway, Frey Road, Barrett Lakes Boulevard, Chastain Meadows Parkway, Cobb Place Boulevard, Roberts Boulevard and Mall Boulevard.

Description of the propose project: This project will install an adaptive traffic signal timing system in 75 traffic signals within the Town Center CID area. The installation of video detection and replacement of traffic signal cabinets and controllers is also included.

Is this project located in a PM 2.5 Non-attainment area: Yes (X) No ()

Is this project located in an Ozone Non-attainment area: Yes (X) No ()
(This project is not adding capacity.)

PDP Classification: Major () Minor (X)

Federal Oversight: Full Oversight () Exempt (X) State Funded () or Other ()

Functional Classification: SR 5 Conn./Barrett Pkwy.: Urban Principal Arterial
Chastain Road: Urban Minor Arterial
SR 3/ US 41/Cobb Pkwy: Urban Minor Arterial

U.S. Route Numbers: U.S. 41/Cobb Parkway

State Route Numbers: S.R. 3/Cobb Parkway, S.R. 5 Connector/Barrett Parkway, S.R. 401/I-75 and S.R. 5/I-575

Traffic (AADT):

SR 3/Cobb Parkway Current Year (2008): 42,600 Open Year (2011):46,800 Design Year (2031): 63,000

SR 5 Conn./Barrett Parkway Current Year (2008): 54,600 Open Year (2011): 59,900 Design Year (2031): 80,700

Existing Design Features:

- Typical Section: N/A
- Posted Speed Limit: Varies from 35 MPH on Barrett Pkwy. To 55 MPH on US 41
- Minimum radius of curve: N/A
- Maximum super-elevation rate for curve: N/A
- Maximum grade: N/A
- Width of Right of Way: N/A
- Major Structures: N/A
- Major Interchanges:
 - I-75 at Barrett Parkway
 - I-75 at Chastain Road

County: Cobb

- I-575 at Barrett Parkway
- I-575 at Chastain Road
- Existing Length of Roadway: N/A
- ITS: N/A

Proposed Design Features:

- Proposed Typical Section: N/A
- Proposed Design Speed Mainline: N/A
- Proposed Maximum Grade Mainline: N/A
- Proposed Maximum Grade Allowable: N/A
- Proposed Maximum Grade Side Street: N/A
- Proposed Maximum Grade Allowable: N/A
- Proposed Maximum Grade Driveway: N/A
- Proposed Minimum Radius: N/A
- Minimum Radius Allowable: N/A
- Maximum Allowable Super Elevation Rate: N/A
- Proposed Maximum Super Elevation Rate: N/A
- Right of Way:
 - Width: None
 - Easements: None
 - Type of Access Control: full () partial () by permit (X) other ()
 - Number of Parcels: None
 - Number of Displacements: None
- Structures: N/A
- Major Interchanges:
 - I-75 at Barrett Parkway
 - I-75 at Chastain Road
 - I-575 at Barrett Parkway
 - I-575 at Chastain Road
- ITS: N/A
- Transportation Management Plan Anticipated: Yes () No (X)
- Design Exceptions to controlling criteria anticipated:

| | UNDETERMINED | YES | NO |
|-----------------------------|--------------|-----|-------|
| HORIZONTAL ALIGNMENT: | () | () | (X) |
| LANE WIDTH: | () | () | (X) |
| SHOULDER WIDTH: | () | () | (X) |
| VERTICAL GRADES: | () | () | (X) |
| CROSS SLOPES: | () | () | (X) |
| STOPPING SIGHT DISTANCE: | () | () | (X) |
| SUPERELEVATION RATES: | () | () | (X) |
| VERTICAL ALIGNMENT: | () | () | (X) |
| SPEED DESIGN: | () | () | (X) |
| VERTICAL CLEARANCE: | () | () | (X) |
| BRIDGE WIDTH: | () | () | (X) |
| BRIDGE STRUCTURAL CAPACITY: | () | () | (X) |

LATERAL OFFSET TO OBSTRUCTION: () () (X)

- Design Variances: None
- Environmental Concerns: None
- Anticipated Level of Environmental Analysis: PCE
 - Are Time Savings Procedures Appropriate: Yes (X) No ()
 - Categorical Exclusion Anticipated: Yes (X) No ()
 - Environmental Assessment/Finding of No Significant Impact Anticipated (FONSI) ()
 - Environmental Impact Statement (EIS) ()
- Utility involvements: N/A
- VE Study Anticipated: Yes () No (X)
- Benefit/Cost Ratio: N/A

Project Cost Estimate and Funding Responsibilities:

| | PE | ROW | UTILITY | CST | MITIGATION |
|-----------|--------------------|------------|----------------|--------------------|-------------------|
| By Whom | Cobb County | N/A | N/A | Cobb County | N/A |
| \$ Amount | | | | \$4,559,377 | |

Project Activities Responsibilities:

- Design: Cobb County
- Right of Way Acquisitions: None
- Right of Way funding: None
- Relocation of Utilities: None
- Letting to Contract: Cobb County
- Supervision of Construction: Cobb County
- Providing Material Pits: None
- Providing Detours: None
- Environmental Studies/Documents/Permits: Cobb County
- Environmental Mitigation: None

Coordination:

- Initial Concept Meeting: N/A
- Concept Meeting: N/A
- PAR Meetings, dates and results: N/A
- FEMA, USCG and/or TVA: None
- Public Involvement: None
- Local Government Comments: Cobb County and the TCACID supports this project by providing the PE and Environmental Documentation.
- Other Projects in the Area:
 - Big Shanty Road at I-75: PI No. 0006869
 - Barrett Parkway at I-575: PI No. 0010033
 - SR 92: PI No. 0006862
 - SR 92: PI No. 0006866

County: Cobb

- o Cedarcrest Road: PI No. 0007529
- o I-75 at Third Army Road: PI No. 0009322
- o Noonday Creek Trail, Phase 2C: PI No. 0008900
- Railroads: None
- Review Documentation: N/A
- Other Coordination to Date: None

Scheduling – Responsible Parties’ Estimate

- | | | |
|---|------------------|--------------|
| • Time to complete the environmental process: | Begin: Completed | End: N/A |
| • Time to complete the preliminary construction plans: | Begin: Completed | End: N/A |
| • Time to complete the right-of-way plans: | Begin: N/A | End: N/A |
| • Time to complete the section 404 permit: | Begin: N/A | End: N/A |
| • Time to complete the final construction plans: | Begin: 2-16-11 | End: 4-01-11 |
| • Time to complete the purchase of right-of-way: | Begin: N/A | End: N/A |
| • List other major items that will affect the project schedule: | None | |

Other Alternates Considered: None

- Attachments:** Detailed Cost Estimate
 Project Framework Agreement
 Public information Finding Letter
~~SGAS Adaptive Traffic Control System~~

Exempt Projects:

Concur: Ben Buchan BMS 3/30/11
 Director of Engineering

Approve: Deember
 Chief Engineer

Date: 3/31/11

AGREEMENT

DO NOT OBLIGATE

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

COBB COUNTY

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this 16th day of February, 2011, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the COBB COUNTY, acting by and through its Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

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

**COUNTY CLERK'S
ORIGINAL**
(Return this document to the
Cobb County Clerk's Office)

Reference No. 114520
Scanned Date: _____

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

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

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

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Certification Committee has reviewed, confirmed and approved the certification for the Local Government to develop federal project(s) within the scope of its certification using the DEPARTMENT'S Local Administered Project Manual procedures. The Local Government shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE", all reimburseable utility relocations, all non-reimburseable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or

subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, reimbursable utility relocations, railroad costs, or construction as specified in Attachment A.

3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to Right of Way or Construction when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

4. The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and sidewalk within the PROJECT limits.

5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for right of way or construction, as applicable.

6. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT

REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

7. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:

a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as

required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations, Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.

b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.

c. Prepare environmental studies, documentation, reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous

waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.

d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.

e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation

required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

g. Prepare the stormwater drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydraulic Study or drainage design.

h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If

it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation and CAICE software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation along with a Benefit Cost, hereinafter referred to as "B/C ratio" at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates and B/C ratio shall also be updated yearly if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates and B/C

ratio may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

k. Provide certification, by a Georgia Registered Professional Engineer, that the Design and Construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

l. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.

m. Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course and Local Administered Project Training. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

8. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable

state and federal regulations for the procurement of design services and in accordance with the Brooks Architect-Engineers Act of 1972; better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

9. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

11. The LOCAL GOVERNMENT unless otherwise noted in attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The costs include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the DEPARTMENT.

The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise on construction.

12. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

13. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is \$10 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL GOVERNMENT shall provide responses to the study recommendations indicating

whether they will be implemented or not. If not, a valid response for not implementing shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs.

14. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT

shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

15. The DEPARTMENT unless otherwise shown in Attachment "A" shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:

a. Submittal of acceptable PROJECT PE activity deliverables noted in this agreement.

b. Certification that all needed rights of way have been obtained and cleared of obstructions.

c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.

d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements stated in Chapter 10 of the DEPARTMENT's Local Administered Project Manual.

16. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

17. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

18. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports,

designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

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.

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, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF TRANSPORTATION

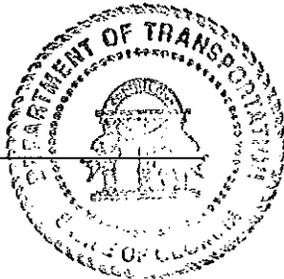
COBB COUNTY

BY: Vann Smith
Commissioner

BY: Timothy D. Lee
Name Timothy D. Lee
Title Chairman
Cobb County Board of Commissioners



ATTEST:
[Signature]
Treasurer



Signed, sealed and delivered this 28th day of January, 2011, in the presence of:

[Signature]
Witness

[Signature]
Notary Public



This Agreement approved by COBB COUNTY, the 25th day of January, 2011.

Attest
[Signature]
Name and Title

Karen L. King
Assistant County Clerk
FEIN: 58-6000804

ATTACHMENT "A"
Project Number: 0010196 – Cobb 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.L. # 0010196 Adaptive Traffic Control System | 100% Local Gov. | Local Gov. | 100% Local Gov. | Local Gov. | Local Gov. | (80%) Federal (\$3,760,000) (20%) LCL GOV (\$940,000) >(\$4,700,000) 100% Local Gov. | Local Gov. | 100% Local Gov. | 100% Local Gov. |

Note: Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. *R/W and Construction amounts shown are estimates for budget planning purposes only.



DEPARTMENT OF TRANSPORTATION

1890 County Services Parkway
Marietta, Georgia 30008-4014
Phone: (770) 528-1600 Fax: (770) 528-1601

February 8, 2011

Mr. Rodney Barry
Division Director
Federal Highway Administration
U.S. Department of Transportation
61 Forsyth Street, SW, Suite 17T100
Atlanta, Georgia 30303

Re: Public Interest Finding
ITS Enhancement: Town Center Area Adaptive Traffic Control System
Cobb County, Georgia
Georgia Department of Transportation P. I. No. 0010196
Cobb County Project No. D5060

Dear Mr. Barry:

Cobb County Department of Transportation, in partnership with the Georgia Department of Transportation, is pleased to present this Public Interest Finding for an expansion of our adaptive traffic control system for your consideration. The purpose of this letter is to satisfy the requirements of 23 CFR 635.411 for selection of proprietary software for the adaptive traffic control system for the referenced project.

Background

Cobb County currently operates and maintains 536 traffic signals.

In 2004, the County, in partnership with the Federal Highway Administration, the Georgia Department of Transportation and the Cumberland Community Improvement District, implemented an Adaptive Traffic Control System (ATCS) for 75 traffic signals in the Cumberland/Galleria area, which is near the I-75 @ I-285 Interchange. This project, GDOT P.I. No. 0005652, implemented the Sydney Coordinated Adaptive Traffic System (SCATS) and included 15 traffic signals on US41/SR3/Cobb Parkway.

The Cumberland/Galleria Area ATCS project has been successful and a summary of the benefits experienced includes:

- Reduces delays during periods of unpredictable traffic flow, such as an early or late peak traffic period, an event at the Galleria, or an incident on I-75 or I-285
- Reduces delays due to the heavy "Z" movement from WB I-285 to NB US41/SR3/Cobb Parkway to WB Spring Road.
- Clears the traffic congestion from the Vinings Railroad crossing well.

- Provides an effective maintenance alarm system that reduces traffic delays due to equipment malfunction.
- Eliminates the need (and associated costs) for signal retiming typically performed every three to five years.

Cobb County's 15 signal operation and maintenance staff have been trained to operate and maintain hardware and software systems for traffic actuated coordinated signal systems using the ACTRA software, and for adaptive traffic control systems using the SCATS software.

Last year, the Georgia Regional Transportation Authority in partnership with FHWA, GDOT, Cobb County, the City of Atlanta and the City of Marietta, completed an expansion of Cobb County's ATCS to include traffic signals in the City of Atlanta and the City of Marietta expanding the system to include 110 traffic signals across three jurisdictions and adding transit priority for the Cobb Community Transit (CCT) Route 10. This project, GDOT P.I. No. 0007242, added 18 traffic signals on US41/SR3/Cobb Parkway/ Northside Drive to the SCATS system.

NCHRP Synthesis 403, Adaptive Traffic Control Systems: *Domestic and Foreign State of the Practice*, published last year, includes the following:

- "...there are at least 25 ATCS deployments in the United States..."
- "...of the ATCSs deployed by the responding agencies; it is noticeable that SCOOT and SCATS are still the most dominant."
- "ATCSs can be categorized in numerous ways. Some are known to operate best in arterial networks (ACS Lite and SCATS), whereas others are known for their adaptive operations in grid networks (e.g., SCOOT and UTOPIA)."

Cobb County, in partnership with FHWA, GDOT and the Town Center Area Community Improvement District (TCACID), proposes to expand the adaptive traffic control system into the Town Center area which includes: interstate highways I-75 and I-575; major arterial roads; a network of 75 traffic signals; a major state university, Kennesaw State University, including a new stadium; and a major retail hub including Town Center Mall. This area includes 23 traffic signals on US41/SR3/Cobb Parkway. The characteristics of the land use and roadway network in this area frequently yield unpredictable traffic flows which are well suited for an adaptive traffic control system.

The Georgia Department of Transportation has implemented a Regional Traffic Operations Program (RTOP) to improve traffic signal timing on regionally significant arterial corridors which include US41/SR3 in Cobb County. Expansion of the adaptive traffic control system with this project meets the RTOP objectives. As a part of RTOP, GDOT, the City of Marietta, and Cobb County plan to complete the signal timing coordination of the RTOP corridor by adding the remaining 13 signals in the City of Marietta to the ATCS system, after completion of this project.

Recommendation

As you know, the Code of Federal Regulations requires a Public Interest Finding when specifying a proprietary system, such as SCATS adaptive traffic control system software. A copy of the applicable paragraph follows.

23 CRF 635.411

(a) Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless: (1) Such patented or proprietary item is purchased or obtained through competitive bidding with equally suitable unpatented items; or (2) The State transportation department certifies either that such patented or proprietary item is essential for synchronization with existing highway facilities, or that no equally suitable alternate exists; or (3) Such patented or proprietary item is used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes.

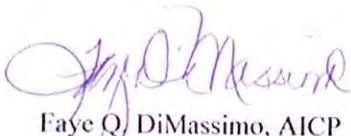
Cobb County, in partnership with GDOT, recommends implementation of a SCATS adaptive traffic control system in the greater Town Center area for the following reasons:

- The County has successfully deployed SCATS in the greater Cumberland/Galleria area;
- County staff are proficient with operation and maintenance of the SCATS ATCS;
- The greater Town Center area would benefit from an arterial based ATCS; and
- The US41/SR3/Cobb Parkway RTOP corridor would greatly benefit from an expansion of the existing SCATS ATCS.

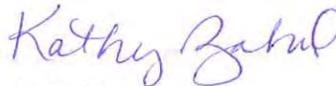
Although our recommendation requires specification of a proprietary ATCS software, SCATS, the benefits of efficient and cost effective traffic signal operation, including not adding and training staff to support a third traffic signal control system, and the benefits of synchronization with the existing ATCS in the County and on the RTOP corridor, are substantial. The County and GDOT find that specifying the SCATS adaptive traffic control system is essential for synchronization with the existing adaptive traffic control system in the County and on the primary arterial road, US41/SR3.

Please let us know if we may provide any additional information. Thank you for your consideration.

Sincerely,



Faye Q. DiMassimo, AICP
Director
Cobb County Department of Transportation



Kathy Zahul
State Traffic Engineer
Georgia Department of Transportation

FQD/dem/js

Cc: Keith Golden, GDOT
Cynthia Burney, GDOT
Lanie Shipp, TCACID
David Montanye, CCDOT
Mike Cates, CCDOT



SCATS®
Adaptive Traffic Control System



TRANSCORE®

SCATS® is the most proven adaptive system on the market that optimizes cycle length, splits, and offsets on a ***cycle-by-cycle basis utilizing real-time detection***. For more than 30 years, SCATS has repeatedly provided measured operations improvements in regards to travel time, stops, and delay.

SCATS Proven Results

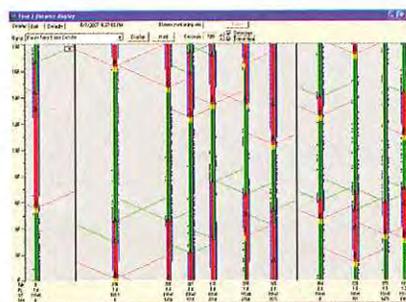
In the United States, several independent studies have shown that based on reduced emissions alone, ***system payback has been obtained within 18 months from installation***.



Real-Time Information



Real-Time Alarm Monitoring



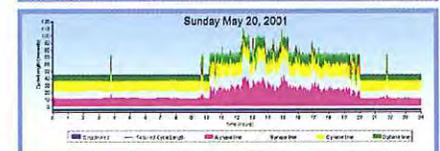
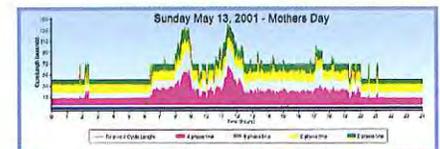
Real-Time Time/Space Diagrams

transcore.com

| Chula Vista, California | |
|---|---|
| ▶ System payback in 11 months | ▶ Travel time reduced by up to 20% |
| ▶ Delay reduced by up to 45% | |
| Menlo Park, California | |
| ▶ Delay reduced by up to 70% | ▶ Travel time reduced by up to 25% |
| Santa Rosa, California | |
| ▶ Average increase in speed of 49% | ▶ Average reduction in travel time of 32% |
| Sunnyvale, California | |
| ▶ Reduction in stops between 28% and 54% in all measured time periods | ▶ Reduction in travel time between 16% and 21% in all measured time periods |
| Road Commission for Oakland County, Michigan | |
| ▶ Off peak travel time reduced by up to 31% | ▶ Peak period travel time reduced by up to 8% |
| Gresham, Oregon | |
| ▶ Up to 19% reduction in peak-period peak direction travel time | ▶ Up to 30% reduction in off peak travel times |

Adaptability

SCATS allows for better control of the unpredictable traffic patterns. Even consecutive Sundays can experience vastly different traffic patterns, and SCATS provides you the ability to accommodate these variations without manual intervention.



SCATS Features

Real-Time Information – SCATS provides real-time information for both advanced operations and maintenance monitoring. This includes detection, timing, saturation, status, communication, and coordination information.

Real-Time Alarm Monitoring – SCATS provides real-time alarm monitoring including communications, detection, user access, and flash status alarms. The highly intuitive detection alarm monitoring specifies the exact lane with the detection issue, and whether that issue is a constant call or chattering detector, all from the central GUI.

Real-Time Time/Space Diagrams – SCATS provides user-configurable real-time time/space diagrams. The diagrams convey easy-to-view real-time status of the corridors and include detection actuations for monitoring platoon arrivals as well as theoretical travel time information. This also provides an efficient and easy-to-use method for real-time fine tuning of system coordination aspects.

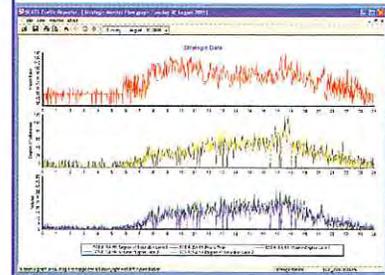
Historical Reports – SCATS collects and saves daily information for future use and historical reporting. This includes timing, detection actuation, lane saturation, lane volume, coordination, and adaptive trigger information. This information can then be used for future planning purposes or for reviewing past operations.

Cost Effectiveness – SCATS reduces overall operational costs as it is self-calibrating and does not require on-going traffic counts or manual development of timing plans. In addition, SCATS is an off-the-shelf software package that utilizes contemporary hardware and the Windows operating environment. SCATS adaptive control, unlike other adaptive control systems, is also a standalone system that requires no separate underlying control system.

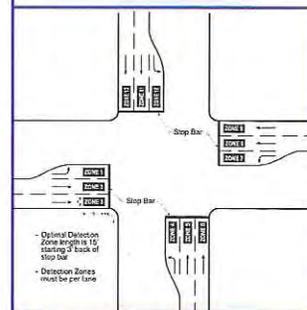
SCATS optimizations are based on the collection of saturation information at the stop bar **eliminating the need for costly advanced or downstream detection**.

This provides optimal data collection for cycle length and split optimizations as SCATS monitors the saturation of every lane, every cycle. In addition, this detection approach also provides inherent detection redundancy as a detector loss only affects one lane at an intersection. This allows SCATS to continue to collect information and perform optimizations on the remaining intersection detectors.

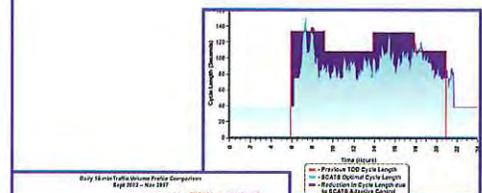
Immediate and Long-Term Benefits – SCATS provides both immediate and long-term benefits through its real-time adaptive operations. Benefits include reduction in overall delay during the shoulders of the peaks through the use of smaller, more optimal cycle lengths, as well as its ability to adapt to traffic changes (both increases and decreases) over long periods of time without manual intervention. SCATS real-time detection collection features allow it to always provide optimal timings to all movements even when unexpected changes occur.



Historical Reports



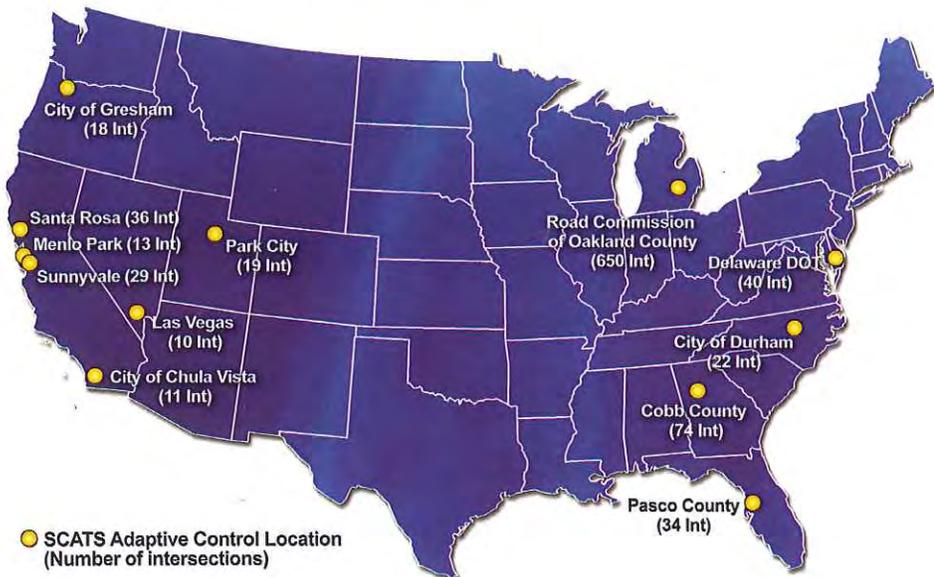
Cost Effectiveness



Immediate and Long-Term Benefits

transcore.com

SCATS Installations in the United States



| SCATS Installations | | | | | | | | | | | | |
|------------------------------|-----------------|----------------|----------------|---------------|--------------|------------------|-----------------|--------------------|---------------|------------|-------------|---------------|
| Existing SCATS Uses | Chula Vista, CA | Menlo Park, CA | Santa Rosa, CA | Sunnyvale, CA | Delaware DOT | Pesco County, FL | Cobb County, GA | Oakland County, MI | Las Vegas, NV | Durham, NC | Gresham, OR | Park City, UT |
| Congested / Bottleneck Areas | | ● | ● | | ● | ● | ● | ● | | ● | ● | |
| Reduced Capacity Areas | | ● | ● | | | ● | ● | ● | | | ● | |
| Rapidly Developing Areas | ● | | | ● | | ● | ● | ● | ● | | | ● |
| Schools | ● | | ● | | ● | | | ● | | | | |
| Shopping Areas | ● | ● | | ● | ● | | ● | ● | | | | ● |
| Construction | | | ● | | | | | | | | | |
| High Capacity Roadways | | ● | | ● | ● | ● | ● | ● | ● | ● | ● | |
| Special Events | | | | | | | ● | ● | | | | ● |
| Recreation Traffic | | | | | | ● | | ● | ● | | ● | ● |
| Economy Fluctuations | | | | ● | | | | | | ● | | |
| Freeway Traffic | | | ● | ● | | | ● | ● | ● | ● | | ● |

Traffic Management Solutions



For more information:

Call **770.246.6202** or email its@transcore.com

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