



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 28, 2025

Sent Via Email

Pam Conner
City Manager
City of Powder Springs
426 Marietta St.
Powder Springs, Georgia 30127

SUBJECT: City of Powder Springs Memorandum of Agreement
GDOT PI No.: 0020744, Multiple Counties
Crossing No.: 719821V, CR 2093/Finch Road. @ RR MP 128.26-H

Dear Pam Conner, City Manager:

Attached is an undated Memorandum of Agreement (MOA) between the City of Powder Springs, (Local Government) and the Georgia Department of Transportation (Department). This MOA is supported by plans and estimate that were prepared by Norfolk Southern Corporation (Railroad) of which the Department will bear 100 percent of the construction cost. The MOA covers the installation of roadway improvements that may include one or more of the following: roadway delineators, railroad crossing signage, raised pavement markers, roadway markings/striping and/or solar-powered warning signage. These improvements will be made where CR 2093 (Finch Road) crosses the tracks of the Railroad at Railroad Milepost 128.26-H in the City of Powder Springs in Cobb County, Georgia.

After the construction of these improvements is completed, the Local Government will be responsible for any and all maintenance, as well as repair and replacement ("Upkeep") of the improvements (Reference O.C.G.A. § 32-6-50). All cost for the Upkeep shall be the sole responsibility of the Local Government.

If the Local Government concurs with the MOA, please handle a digital copy of this package for execution as an original on behalf of the Local Government and return to this Office for execution on behalf of the Department. In addition, please note that a witness signature on the MOA is necessary. The Official Seal of the Local Government is required

Pam Conner
May 28, 2025
Page 2

to be affixed to the MOA in compliance with instructions from the State's Attorney General's Office. The MOA will be dated upon execution on behalf of the Department.

If you have any questions regarding this matter, please contact Jason Mobley at [REDACTED] or via email at [REDACTED] or by mail addressed to Georgia Department of Transportation, Office of Utilities – Attn. Jason Mobley, 600 W. Peachtree St. NW, 10th Floor, Atlanta, Georgia 30308.

Sincerely,

Jason W. Mobley FOR:

Nicholas Fields
State Utilities Administrator

NF:YPF:JM:JT:to

Attachments (Agreement, Plans and Estimates)

CC: Yulonda Pride-Foster, Asst. State Utilities Administrator
Jason Mobley, State Railroad Crossing Engineer

MEMORANDUM OF AGREEMENT
By and Between
The Georgia Department of Transportation
And
The City of Powder Springs, Georgia

Project Identification Number: 0020744

Contract ID No.: UAOUT2500730

Project Description: Highway-Rail Grade Crossing Safety Improvements at
CR 2093 / Finch Road, RR Crossing ID No. 719821V

THIS MEMORANDUM OF AGREEMENT, (also referred to herein as “**MOA**”), entered on _____ (its “Effective Date”), by and between the **Georgia Department of Transportation**, an agency of the State of Georgia (hereinafter “Department”), and the **City of Powder Springs**, a political subdivision of the State of Georgia, (hereinafter “Local Government”). The Department and the Local Government may be referred to individually as the “Party” or collectively as “Parties.”

WHEREAS, the Department seeks to implement Highway-Rail Grade Crossing Improvements at designated at-grade intersections within the state; and,

WHEREAS, one or more designated at-grade intersections are located within the boundaries of the Local Government; and,

WHEREAS, the Department would like to install designated Highway-Rail Grade Crossing Improvements at such location(s) within the boundaries of the Local Government, and the Local Government is amenable to this installation occurring; and,

WHEREAS, the Parties wish to establish the responsibilities to be undertaken regarding the Highway-Rail Grade Crossing Improvements to be made and their subsequent maintenance; and,

NOW THEREFORE, for and in consideration of the mutual promises and other good and valuable considerations set forth in this MOA, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This MOA shall commence on its Effective Date and remain in existence until completion of the installation of the Highway-Rail Grade Crossing Safety Improvements or as otherwise set forth herein.

2. **Responsibilities.** Each Party shall have the responsibilities for the project as set forth herein:

DEPARTMENT

- a. The Department will make Highway-Rail Grade Crossing Improvements at the at-grade intersection(s) identified in Attachment A, which is appended to this

MOA and incorporated by reference and made part thereof. The specific elements of the Highway-Rail Grade Crossing Improvements to be implemented for the Local Government shall be referenced collectively herein as "Improvements." For purposes of this MOA, the Improvements to be made shall include one or more of the following: delineators, railroad crossing signage; raised pavement markings; markings/striping; and/or solar-powered warning signs illuminated by light-emitting diodes as identified on Attachment A.

- i. The Department shall design (through preliminary engineering), construct, and install the Improvements (the "Work"). The Department will consult with the Local Government in their execution. All final decisions regarding the Work shall be made by the Department.
 - ii. The Department shall bear all costs related to the Work, including, but not limited to, the initial payment for all materials and services necessary for its completion.
 - iii. The Work shall commence upon the issuance of a notice to proceed and shall be completed in accordance with Attachment A. The Department expects, but in no way guarantees, that the project will be completed in approximately nine months. Compliance with directives by federal regulatory agencies, weather, and other circumstances beyond the control of the Department and its contractors may result in scheduling delays. The Department will perform the Work as safely and expeditiously as possible and in a manner that will minimize a disruption at the location(s) within the Local Government.
- b. Notwithstanding the foregoing, it shall be a condition precedent to the Department's delivery of the Work that the Department enter into a separate written agreement(s) with Norfolk Southern Railway Company ("The Railroad"), owner of the tracks at the crossing, to facilitate the installation of proposed improvements in this MOA. If the Department is unable to enter into such a written agreement(s) with The Railroad within 18 months from the Effective Date of the MOA, the Department's obligation to make the Improvements herein shall be null and void and this MOA shall automatically terminate.

LOCAL GOVERNMENT

- a. The Local Government will work collaboratively with the Department for the purpose of arriving at the final design criteria and standards for the Work. The Local Government will defer to the Department GDOT on the specific design criteria for the Project.
- b. Once the Work is completed, the Local Government will be responsible for any and all maintenance, repair, and replacement ("Upkeep") for the Improvements. All such Upkeep shall be performed in conformity with the uniform regulations of the Department referenced in O.C.G.A. § 32-6-50. All costs for the Upkeep shall be the sole responsibility of the Local Government. The Department shall have no

obligation for any facet of the Improvements' Upkeep.

- c. The Local Government's responsibilities regarding Upkeep of the Improvements in this Paragraph 2. shall survive the termination of this MOA.

3. **No Obligation by The Railroad.** The Railroad is not a party to this MOA and is not subject to any obligations or liabilities to the Department, Local Government, or other party under the terms of this MOA.

4. **No Liability.** The Department shall have no liability to the Local Government regarding the Work, including, but not limited to, material, design, engineering, and/or construction defects.

5. **Notices.** Notices, requests, demands and other communications provided for hereunder shall be in writing and mailed by first class United States certified mail, return receipt requested; delivered by overnight carrier; or personally delivered to the applicable party at the addresses indicated:

In case of GDOT, to:

State Railroad Crossing Engineer
State Utilities Office
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308

In case of Local Government to:

City Manager
City of Powder Springs
426 Marietta St.
Powder Springs, Georgia 30127

Or at such other street address, facsimile, email address, or telephone number as time to time is designated in writing by the Party receiving the notice.

6. **Termination.** Subject to the terms of this MOA, either Party may terminate this agreement for any reason by providing thirty (30) days' written notice to the other Party.

7. **No Third-Party Beneficiaries; No Assignments:** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits whatever under or by reason of this MOA.

8. **Execution and Choice of Law.** This MOA shall be deemed to be executed in Fulton County of the State of Georgia, and all matters pertaining to its validity,

construction, interpretation and effect shall be governed by the laws of the State of Georgia.

9. **Assignments.** Except as may be herein provided, neither Party will transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

10. **Adherence by Successors.** Each of the provisions of this MOA will be binding upon and inure to the benefit and detriment of the Parties and their successors and assigns.

11. **Entire Agreement.** This MOA supersedes all prior negotiations, discussions, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Parties has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this MOA. No modification of or amendment to this MOA will be binding on either Party hereto unless such modification or amendment is properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof. The Parties agree to cooperate fully in connection with such modifications and amendments if and as determined necessary.

(Signatures Contained on the Next Page.)

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**

BY: _____
Russell R. McMurry, P.E.
Commissioner

(SEAL)

CITY OF POWDER SPRINGS

BY: _____
Name: _____
Title: _____

(SEAL)

This Memorandum of
Agreement approved by the City
of Powder Springs, this
_____ day of _____,
20__.

ATTEST:

BY: _____
Angela O. Whitworth
Treasurer

ATTEST:

BY: _____
Name: _____
Title: _____

ATTACHMENT A

(Attachment Begins on the Next Page.)

[This sheet intentionally left blank]

DOT# 71982IV
FINCH RD
33.8690035
-84.7087955

RR CROSSING PAVEMENT
MARKINGS, PER GDOT
STANDARDS (TYP.)

INSTALL TYPE
F_a-3
DELINEATORS
(TYP.)

40' OF CONTINUOUS CURB
WITH DELINEATORS
(START AT GATE ARM)

POWDER SPRINGS DALLAS RD

INSTALL 5" SOLID
DOUBLE YELLOW TP 1

INSTALL 5" SOLID
WHITE (TYP.)

FLASHING R8-8 SIGN

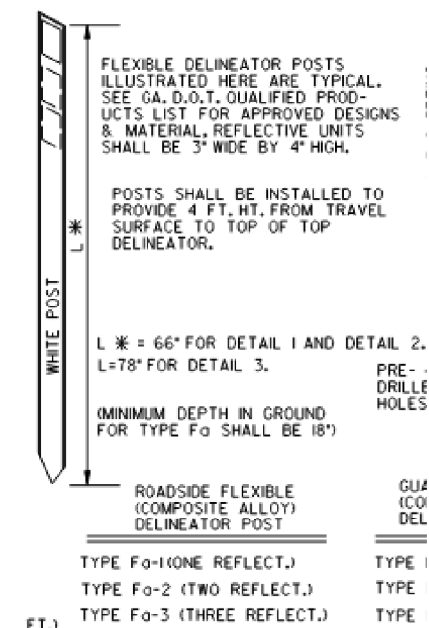
75' OF CONTINUOUS CURB
WITH DELINEATORS
(START AT GATE ARM)

FINCH RD

100 ft

EXHIBIT - PROPOSED SAFETY IMPROVEMENTS


PROJECT DESCRIPTION: TO INCREASE SAFETY
AT THIS RAILROAD CROSSING AND TO REDUCE
MOTORISTS GETTING STUCK ON TRACKS,
THE INSTALLATION OF SOLAR-POWERED
FLASHING R8-8 SIGNS AND EDGE
DELINEATORS ARE BEING PROPOSED.



NOTE:

1. ALL WORK TO BE COMPLETED IN ACCORDANCE
WITH GEORGIA STANDARD SPECIFICATIONS
(CURRENT EDITION); AREMA C&S MANUAL
(CURRENT EDITION); MUTCD (CURRENT EDITION);
GEORGIA STANDARDS 9100, 9102, 9024A, 9030C,
T-2, T-3A
2. ALL SIGNALS, SIGNAGE AND DELINEATORS
SHALL BE 15 FT FROM TRACK CENTERLINE

NOTE:
CONCEPTUAL -
NOT FOR
CONSTRUCTION

REV	BY	DATE	DESCRIPTION
DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN			
 ATLANTA NORTH DISTRICT COASTAL DIVISION ATLANTA, GA			
DOT# 71982IV -- POWDER SPRINGS, GA FINCH RD			
DGN	VAL	SEC N/A	MAP N/A
CHK	FILE	N/A	MILEPOST 128.26-H
SHEET NO 01 OF 01			DATE 6-NOV-2024
DRAWING NO N/A			

stv
STV INCORPORATED
1201 PEACHTREE STREET, NE, SUITE 1550
ATLANTA, GEORGIA 30361
678-735-7650

DETAILED CONSTRUCTION ESTIMATE

Grade Crossing Hazard Elimination - Powder Springs, GA - DOT#719821V - MP128.26-H

Estimate of Proposed Crossing Improvements

Item	Unit	Quantity	Unit Price	Cost
Qwick Kurb Interlocking Raised Separator Unit, Yellow	EA	40	\$110.00	\$4,400
Qwick Kurb Male and Female End Unit, Yellow	EA	4	\$100.00	\$400
Qwick Kurb Reflective Arc, Yellow	EA	40	\$30.00	\$1,200
Qwick Kurb Mega Marker w/ Flex & Bar, Yellow Reflective Sheeting (spaced 10 feet apart)**	EA	16	\$120.00	\$1,920
Qwick Kurb Pavement Anchors	EA	80	\$3.00	\$240
Edge Delineators*	EA	30	\$150.00	\$4,500
Railroad Striping/Pavement Markings	LF	510	\$1.30	\$663
Advanced Warning Signs (Solar Powered Flashing Sign)***	LS	1	\$7,000.00	\$7,000
Project Coordination/Mobilization	LS	1	\$6000.00	\$6,000
Manpower/Installation w/ 4 Person crew (Assume 8-hour duration)	LH	32	\$70.00	\$2,240
MOT/Traffic Controls	LS	1	\$3000.00	\$3,000
Total Cost				\$31,563

* Future cost of damaged uprights is estimated as \$15/yr per 10 feet for delineators.

** Securing Arcs and Screws are included in estimate.

*** 3-year limited battery warranty, 5-year limited system warranty, 10-year limited solar panel warranty.