



## SANDY SPRINGS

GEORGIA

TO: Peggy Merriss, Interim City Manager

FROM: William H. Martin, Jr., AIA, Public Works Director

DATE: August 13, 2019 for Submission onto Agenda of the August 20, 2019 City Council Meeting

ITEM: Approval to revise the original Intergovernmental Agreement (IGA) with City of Roswell due to increased design costs of the T-0035/PI 0009640 Chattahoochee River Pedestrian/Bicycle Bridge along Roswell Road/SR 9

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### ***Recommendation:***

Staff recommends that the Mayor and City Council approve the revision to the Intergovernmental Agreement (IGA) with the City of Roswell, subject to final review by Legal and Finance departments.

### ***Background:***

There is an existing IGA between the Cities of Roswell and Sandy Springs to fund the SR 9/Roswell Road Pedestrian and Bicycle Bridge over the Chattahoochee River. This agreement was approved by the Sandy Springs' City Council on July 10, 2010. A revision to the IGA was approved by MCC on November 18, 2014. With the current IGA, the City Sandy Springs has obligated \$100,000.00 for Preliminary Engineering (PE) and \$322,572.50 for Construction (CST) for a total funding amount of \$422,572.50.

### ***Discussion:***

The City of Roswell has requested a revision to the IGA to provide an additional \$56,077.50 in PE funds for additional environmental and design costs. This amount represents the 50/50 split with the City of Roswell of the \$112,155.00 increase in PE funds. The additional amount will raise the PE funding amount by the City to \$156,077.50. The total amount obligated by the City to fund this project will be \$478,650.00. No change to the CST funding will be needed at this time.

### ***Alternatives:***

The City may choose not to fund this increase in Preliminary Engineering for this project. This may result in project termination and the potential of reimbursement of federal funds (jointly with the City of Roswell) expended to date for Preliminary Engineering.

***Financial Impact:***

This IGA revision increases the City's contribution to the project Preliminary Engineering by \$56,077.50, which is a 50/50 split with the City of Roswell of the \$112,155.00 increase in design and environmental costs per the IGA. Adequate funds have been budgeted and allocated in Project T-0035 to provide for these additional design costs.

***Attachment:***

- I. Agreement
- II. Resolution

INTERGOVERNMENTAL PROJECT AGREEMENT

BETWEEN

CITY OF ROSWELL, GEORGIA

And

CITY OF SANDY SPRINGS, GEORGIA

ENGINEERING, RIGHT OF WAY ACQUISITION AND CONSTRUCTION FOR  
CHATTAHOOCHEE RIVER BRIDGE PEDESTRIAN IMPROVEMENTS ALONG  
ATLANTA STREET/STATE ROUTE 9

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF ROSWELL, GEORGIA, acting by and through its Mayor and City Council, hereinafter called "ROSWELL", and the CITY OF SANDY SPRINGS, GEORGIA, acting by and through its Mayor and City Council, hereinafter called the "SANDY SPRINGS".

WHEREAS, ROSWELL and SANDY SPRINGS have mutually expressed a desire to proceed with the engineering, right of way acquisition and construction for the Chattahoochee River Bridge Pedestrian Improvements project, located in Fulton County, Georgia, hereinafter referred to as the "PROJECT" that will be coordinated with the Georgia Department of Transportation and is identified as Project Number \_\_\_\_\_, P.I. Number 0009640; and

WHEREAS, ROSWELL has represented to the Georgia Department of Transportation, hereinafter called the "DEPARTMENT" a desire to participate in certain activities of the 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 PROJECT as set forth in this AGREEMENT; and

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

1. Preliminary Engineering

ROSWELL and SANDY SPRINGS shall fund all costs for the PROJECT'S Preliminary Engineering Activities. The DEPARTMENT will be reimbursing ROSWELL'S invoices at 80% up to \$400,000 as shown in Exhibit "A". SANDY SPRINGS will reimburse ROSWELL'S consultant invoices at 10% which represents half of the 20% local match. Any additional funding over and above this amount will be taken from the Construction costs. Any leftover funding will be rolled into the maximum Construction cost of the project. The Preliminary Engineering phase for this contract will be coordinated by ROSWELL, with decisions and directions to the design engineer given by ROSWELL. Material decisions affecting SANDY SPRINGS within SANDY SPRINGS' territory shall require approval of SANDY SPRINGS.

SANDY SPRINGS may provide a representative to assist in the selection of a consultant, if they so desire. ROSWELL will enter into an agreement with a consultant to perform the following preliminary engineering activities: project management, concept design, environmental analysis, public involvement, surveying and other tasks. The current concept design for the PROJECT is shown in Exhibit "B". There will be at least one public meeting held in each jurisdiction. ROSWELL will fund payment to the consultant and will invoice SANDY SPRINGS for their portion as provided for herein. Each payment shall be postmarked and mailed to ROSWELL no later than 30 days of receipt of invoice. If one of the local governments decide to not proceed forward with the project due to changes in local priorities, or cancellation of the project without concurrence, they are responsible for reimbursing the other local government for all costs incurred to that point. They are also responsible for repayment of any federal funds that the DEPARTMENT may request.

## 2. Right of Way Acquisition

Each city shall be responsible for the Right-of-Way acquisition and associated costs within their jurisdiction.

## 3. Construction

Funding for construction and utility relocation of the PROJECT is limited to amounts as shown in Exhibit "A".

## 4. Maintenance

Each local government is responsible for all costs for the continual maintenance and operations of any and all sidewalks and grass strips between the curb and sidewalk within their jurisdiction.

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

CITY OF ROSWELL, GEORGIA

BY: \_\_\_\_\_  
Mayor  
Signed, sealed and delivered this \_\_\_\_ day of  
of \_\_\_\_\_  
\_\_\_\_\_ 2019, in the presence of:

BY: \_\_\_\_\_  
Mayor  
Signed, sealed and delivered this \_\_\_\_ day  
of \_\_\_\_\_  
\_\_\_\_\_ 2019, in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
This AGREEMENT approved by the  
City of Sandy Springs Council at a meeting held at  
\_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public  
This AGREEMENT approved by the  
City of Roswell Council at a meeting held at  
\_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
CITY Clerk

## EXHIBIT “A”

PHASE	TOTAL	FEDERAL	COST TO CITIES	ROSWELL Share (50%)	SANDY SPRINGS Share (50%)
TOTAL PE	\$712,155	\$400,000	\$312,155	\$156,077.50	\$156,077.50
TOTAL CST	\$3,225,625	\$2,580,500	\$625,145	\$312,572.50	\$312,572.50
TOTAL PROJECT COST	\$3,937,780	\$2,980,500	\$937,300	\$468,650	\$468,650

Funds listed are the maximum contribution unless additional funding is otherwise agreed upon by individual cities. The Federal contribution to Construction may increase if the total fee for PE is less than shown. The total amount of \$2,980,500 may not be exceeded. Q060 (FHWA Bridge Discretionary Funds) requires that 90% of the total construction cost occur on the bridge itself. ROSWELL and SANDY SPRINGS will be responsible for additional construction costs on their approaches if this threshold is violated.



STATE OF GEORGIA  
COUNTY OF FULTON

**A RESOLUTION TO APPROVE AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF ROSWELL FOR THE EXECUTION OF T-0035/PI 0009640 ENGINEERING, RIGHT OF WAY ACQUISITION AND CONSTRUCTION FOR CHATTAHOOCHEE RIVER BRIDGE PEDESTRIAN IMPROVEMENTS ALONG ATLANTA STREET/STATE ROUTE 9**

**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 desires to amend the Intergovernmental Agreement (IGA) with the City of Roswell to support a required increase in the cost of design for a bicycle/pedestrian bridge over the Chattahoochee River on Roswell Road (SR 9); and

**WHEREAS**, upon adoption of this Resolution, the City of Sandy Springs' Public Works Department staff will coordinate with the City of Roswell's staff to manage all applicable phases of the design.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA**

That they receive, accept, and approve an amended Intergovernmental Agreement (IGA) with the City of Roswell, Georgia for the implementation of this transportation improvement design project, with funding provided by both cities and the Georgia Department of Transportation.

**RESOLVED** this the 20<sup>th</sup> day of August, 2019.

Approved:

\_\_\_\_\_  
Russell K. Paul, Mayor

Attest:

\_\_\_\_\_  
Coty Thigpen, City Clerk  
(Seal)