



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** October 28, 2014

FROM: John McDonough, City Manager

AGENDA ITEM: Update and Proposed Intergovernmental Agreement Revision between the City of Roswell and the City of Sandy Springs to Address Increased Preliminary Engineering/Environmental Costs for CIP T-0035, SR-9/Roswell Road Pedestrian and Bicycle Bridge over the Chattahoochee River

MEETING DATE: For Submission onto the November 4, 2014, City Council Work Session Agenda

BACKGROUND INFORMATION: *(Attach additional pages if necessary)*

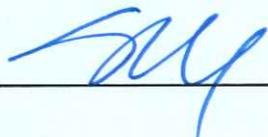
See attached:

Memorandum
Revised IGA
Resolution

CITY MANAGER APPROVAL: 

PLACED ON AGENDA FOR: 11/4/2014

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: 



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: October 23, 2014 for Submission onto the Work Session November 4, 2014 City Council Meeting

ITEM: Update and Proposed Intergovernmental Agreement Revision between the City of Roswell and the City of Sandy Springs to Address Increased Preliminary Engineering/Environmental Costs for CIP Project T-0035, SR 9/Roswell Road Pedestrian and Bicycle Bridge over the Chattahoochee River

Recommendation:

Staff recommends that the Mayor and City Council approve the amended Intergovernmental Agreement (IGA) between the Cities of Sandy Springs (City) and Roswell and that the City Council authorize the Mayor to execute the agreement subject to Legal and Finance Department approval.

Background:

On July 13, 2010 the City Council approved an Intergovernmental Agreement (IGA) between the Cities of Roswell and Sandy Springs to fund the SR 9/Roswell Road Pedestrian and Bicycle Bridge over the Chattahoochee River. The IGA included a contribution from Sandy Springs of \$50,000.00 for Preliminary Engineering (PE) and \$312,572.50 for Construction (CST) for a total match of \$362,572.50, representing a 50 percent share of the required local match. The total programmed cost (PE and CST) is \$3,725,645.00 which included a maximum federal grant funding of \$400,000 for PE and \$2,580,500 for CST. The City of Roswell acts as contract manager for the project working with design consultant Heath and Lineback. Concept design was initiated May 2011.

Review of the project Concept Report by both the Georgia Department of Transportation (GDOT) and Federal Highway Administration (FHWA) indicates that the project requires further environmental study with subsequent design modifications by the design consultant. The net increase in design cost, environmental studies and coordination is estimated at \$100,000 to address the environmental review concerns.

Discussion:

The FY 2014 City of Sandy Springs' Capital Program Budget added \$400,000 above the amount already supported by the IGA to the Project T-0035 budget to address future environmental costs and right of way acquisition costs.

City of Roswell staff investigated options for seeking additional federal funding to offset the additional cost but no funds are available to support the requirement. To that end, a modification to the IGA has been drafted to incorporate the 50/50 split of the increased environmental costs.

PUBLIC WORKS

The City of Roswell has reviewed the draft IGA revision and endorses it.

Financial Impact:

This IGA revision increases the City's contribution to project Preliminary Engineering by \$50,000, a 50/50 split with the City of Roswell of the \$100,000 increase in environmental costs per the IGA.

Funds are available in the City's Capital Program Budget for Project T-0035 to support this increased cost for environmental studies. Those additional funds were added to the project budget in FY 2014 to address both environmental and right of way acquisition costs.

Alternatives:

The City may choose not to fund this increase in Preliminary Engineering. We would run the risk of project termination and potentially face the burden of reimbursing federal funds (jointly with the City of Roswell) expended to date for Preliminary Engineering.

Attachments:

- I. Revised IGA
- 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 ____, 2010, 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: _____

BY: _____

Mayor

Mayor

Signed, sealed and delivered this ____ day of
of

Signed, sealed and delivered this ____ day

_____ 2010, in the presence of:

_____ 2010, in the presence of:

Witness

Witness

Notary Public

Notary Public

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

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

_____ day of _____, 2010

_____ day of _____, 2010

CITY Clerk

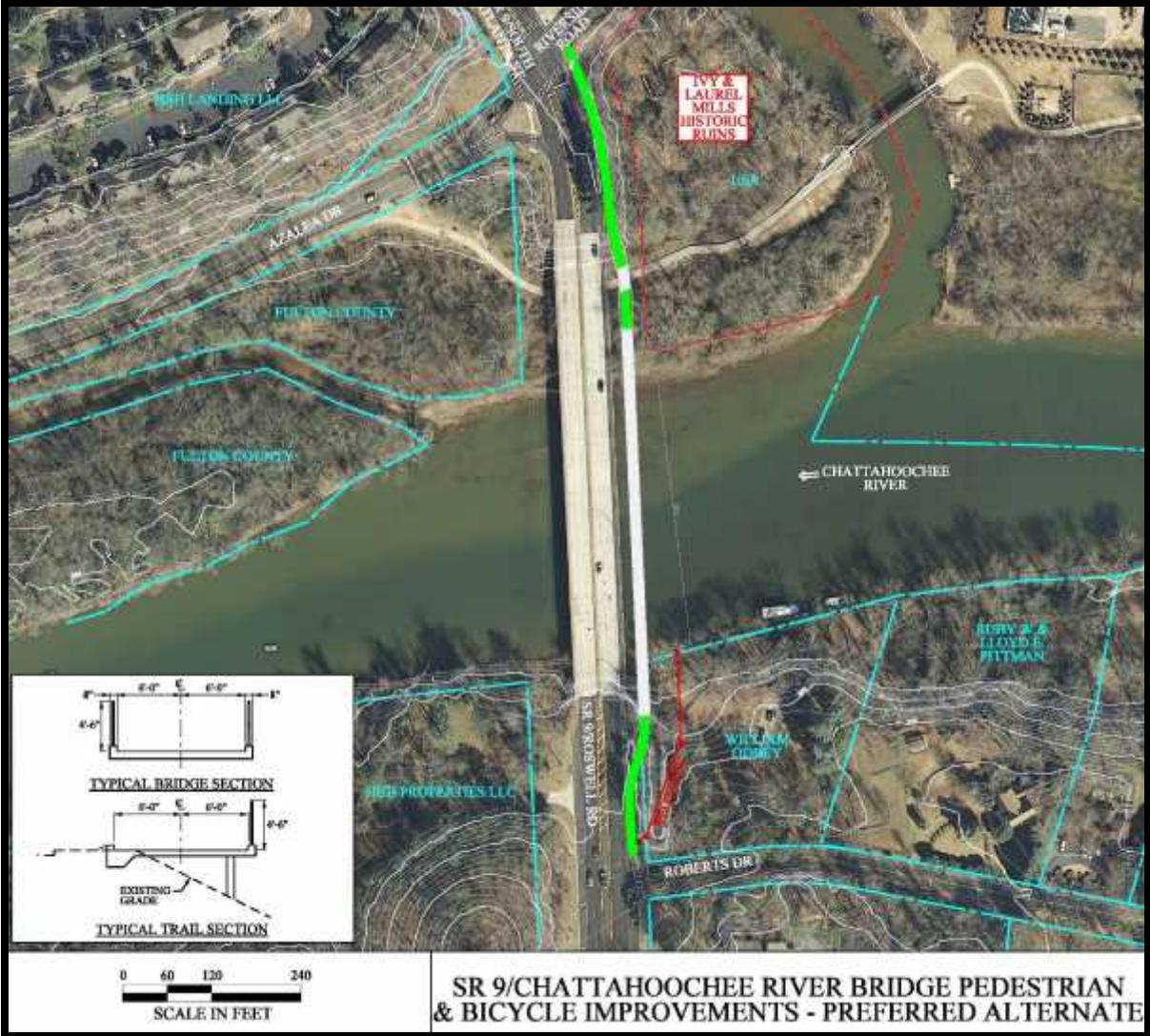
CITY Clerk

EXHIBIT “A”

PHASE	TOTAL	FEDERAL	COST TO CITIES	ROSWELL Share (50%)	SANDY SPRINGS Share (50%)
TOTAL PE	\$500,000	\$400,000	\$200,000	\$100,000	\$100,000
TOTAL CST	\$3,225,625	\$2,580,500	\$625,145	\$312,572.50	\$312,572.50
TOTAL PROJECT COST	\$3,725,625	\$2,980,500	\$725,145	\$362,572.50	\$362,572.50

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.

EXHIBIT "B"



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 BICYCLE/PEDESTRIAN BRIDGE DESIGN OVER THE CHATTAHOOCHEE RIVER ON THE WESTERN SIDE OF ROSWELL ROAD (SR 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 design a bicycle/pedestrian bridge over the Chattahoochee River on the western side of Roswell Road (SR 9); and

WHEREAS, the City desires to amend the Intergovernmental Agreement (IGA) with the City of Roswell for this project to revise the relationships and responsibilities;

WHEREAS, upon adoption of this Resolution, the City 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 4th day of November, 2014.

Approved:

Russell K. Paul, Mayor

Attest:

Michael Casey, City Clerk
(Seal)