



TO: John McDonough, City Manager

FROM: Thomas Black, Public Works Director

DATE: For Submission onto the Agenda of the July 13, 2010, City Council Meeting

ITEM: Consideration of Approval of the Intergovernmental Agreement (IGA)
For the Partnership between the Cities of Roswell and Sandy Springs to Design and
Build a Pedestrian/Bicycle Bridge Across the Chattahoochee River

Public Works Department's Recommendation:

The Staff recommends that the Mayor and City Council approve to the Intergovernmental Agreement (IGA) between the City of Sandy Springs and the City of Roswell to build a pedestrian/bicycle bridge across the Chattahoochee River.

Background:

The City intends to enter into an IGA with the City of Roswell to design and build a pedestrian/bicycle bridge across the Chattahoochee River on the western side of the existing bridge on Roswell Road (SR 9). In order to formalize cooperation amongst the cities, the City will need to execute the attached Exhibit "A" Intergovernmental Agreement (IGA).

Discussion:

The City of Roswell staff gave a presentation regarding the project on February 16, 2010. In 2004, Congress authorized a \$3 Million federal earmark for "Chattahoochee River Bridge, Roswell GA" from the Bridge Discretionary Program, Consolidated Appropriations Resolution, February 12, 2003, page H1207. The current plan is to utilize these funds for 80% of the design and construction costs. During the presentation, the City of Roswell staff member requested a 50% cost share for the remaining 20% of the project funding.

Alternatives:

If the City does not sign this agreement, there will be no formal agreement between the cities to direct the execution of this project.

Financial Impact:

The City has not agreed to a match sharing amount at this time. If the City chooses to approve a 50% cost share, the amount to be obligated for the project will be \$362,572.50 based on the IGA and PFA attached. Funding was approved in the FY2011 budget for this project.

Public
Works

Attachments:

- I. Resolution
- II. Exhibit A – Draft Intergovernmental Agreement
- III. Exhibit B – Draft Project Framework Agreement between City of Roswell and GDOT
- IV. Exhibit C – City of Roswell’s Presentation from February 16, 2010

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE AN 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 enter into an 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 enter into an Intergovernmental Agreement (IGA) with the City of Roswell for this project to document 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 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 13th day of July 2010.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk
(Seal)

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, who will act as the project SPONSOR, 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 landscape areas between the curb and sidewalk or within the project limits in general, 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	\$100,000	\$50,000	\$50,000
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"



AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
THE CITY OF ROSWELL
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this ____ day of _____, 20__, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and THE CITY OF ROSWELL, acting by and through its Mayor and City County Council, 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

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 shall by following the procedures in the DEPARTMENT's Local Administered Project Manual 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 storm water 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

THE CITY OF ROSWELL

BY: _____
Commissioner

BY: _____
Name
Title

ATTEST:

Treasurer

Signed, sealed and delivered this
____ day of _____,
20__, in the presence of:

Witness

Notary Public

This Agreement approved by The City
of Roswell, the ____ day of
_____, 20__.

Attest

Name and Title

FEIN: _____

ATTACHMENT "A"

Project Number: - 0009640 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
PI # 0009640, SR 9 @ CHATTAHOOCHEE RIVER IN ROSWELL - ENHANCEMENTS	(80%) Federal (\$400,000) (20%) LCL GOV (\$100,000) >(\$500,000) 100% Local Gov.	Local Gov.	100% Local Gov.	Local Gov.	Local Gov.	(80%) Federal (\$2,580,500) (20%) LCL GOV (\$645,125) >(\$3,225,625) 100% Local Gov.	GDOT	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.

ATTACHMENT "B"
0009640 – The City of Roswell

Proposed Project Schedule

Environmental Phase						
Concept Phase						
Preliminary Plan Phase						
Right of Way Phase						

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
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Annual Reporting Requirements

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.



Chattahoochee River Bridge Rehabilitation Project

Presented by:
Steve Acenbrak, P.E., LEED AP
Director, Department of Transportation
February 16, 2010



Agenda

- Project Funding History
- Concept Design
- Cost Estimate
- SR 9 Corridor Improvements
- Roswell-Sandy Springs Partnership
- Project Timeline
- Questions and Comments

Project Funding History

- In 2004, Congress authorized a \$3 Million federal earmark for “Chattahoochee River Bridge, Roswell GA” from the Bridge Discretionary Program, Consolidated Appropriations Resolution, February 12, 2003, page H1207
- FHWA has denied all of Roswell’s requests to apply that earmark to Atlanta Street, including the intersection with Azalea Dr/Riverside Rd
- The only way to use this earmark is to rehabilitate a deficiency of the bridge or replace the bridge
- Roswell has identified bicycle/pedestrian access along the bridge as a deficiency, FHWA and GDOT have approved this use of the earmark



Concept Design



City of Roswell

City of Sandy Springs

South Atlanta Street

Riverside Road

Azalea Drive

Historic Site

Stop Sign
Elev. 866.0

Existing Trail

Elev. 878.2

Stop Sign

Elev. 860.0

Stop Sign

Elevated Ramp
(Approx. 4.8% Slope)
Wheelchair Access

12 Foot Pedestrian Bridge
(on both sides)

Proposed 12' Connection
(in Sandy Springs)

Steps

Proposed 6' sidewalk

Cost Estimate

- GDOT and Roswell have estimated the cost of adding a multiuse trail to both sides of the bridge at \$2.16 Million. Roswell estimates the total project cost at \$3 Million including PE for the 2 bridges and approaches on the North side of the river.
- Bridge Discretionary Funds prohibit the earmark from applying to the approaches to the bridge if they are more than 10% of the total cost.

SR 9 Corridor Improvements

- The goal is to eliminate the reversible lane sections.
- Roswell will hire a consultant to complete the scoping study which includes Concept Design, Environmental Document and Preliminary Engineering.
- The corridor has already been modeled with two multi-lane roundabouts and a grade separated single-quadrant interchange at Riverside/Azalea.
- There will be state and federal funds required for construction of this project.

Roswell-Sandy Springs Partnership

- The earmark will cover 80% of the total project cost up to \$2.98 Million. This project cost may trigger a \$725,000 local match.
- Assuming only one bridge (southbound lanes) is built, 86% of the total footprint of the project is in Roswell and 14% is in Sandy Springs.
- The Cities of Roswell and Sandy Springs would both benefit greatly from this enhanced bicycle/pedestrian connectivity. Roswell would like to partner with Sandy Springs on this project.

Questions and Comments