



SANDY SPRINGS
GEORGIA

TO: John F. McDonough, City Manager

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

DATE: September 20, 2018 for Submission onto the Agenda for the October 2, 2018 Regular Council Meeting

ITEM: Approval to Enter into an Intergovernmental Agreement (IGA) with Gwinnett County to include a sidewalk along the north side of Spalding Drive within a roadway widening project from Winters Chapel Road to Holcomb Bridge Road that is being executed by Gwinnett County.

Recommendation:

Staff recommends that the Mayor and City Council approve the Intergovernmental Agreement (IGA) with Gwinnett County to include a sidewalk along the north side of Spalding Drive within a roadway widening project from Winters Chapel Road to Holcomb Bridge Road (SR140), subject to final review by Legal and Finance departments.

Background:

The City of Sandy Springs has identified a Transportation Special Purpose Local Option Sales Tax (TSPLOST) sidewalk project on the north side of Spalding Drive from Winters Chapel Road to connect to an existing sidewalk that currently extends to Holcomb Bridge Road. Concurrently, Gwinnett County has a project in design to widen Spalding Drive (from Winters Chapel Road to Holcomb Bridge Road) from a two-lane road to a four-lane road including a new bridge over Crooked Creek that will include sidewalks along both sides of the new roadway. Gwinnett County has been planning for the Spalding Widening Improvement for some time but without an adopted concept plan or schedule. The City of Sandy Springs sidewalk project had to address several alternatives for a stand-alone pedestrian bridge that might or might not survive the planned reconstruction of the Spalding Drive roadway bridge.

Discussion:

Gwinnett County has placed priority on this project and has now identified funds to pursue the project through construction. The IGA between the City of Sandy Springs and Gwinnett County provides for the inclusion of a sidewalk along the north side of Spalding Drive within Gwinnett's roadway widening project, thus providing a continuous, safe walking path for the residents from Winters Chapel Road to Holcomb Bridge Road and surrounding neighborhoods. The Sandy Springs portion of sidewalk would make up approximately 10% of the overall Spalding Drive widening project. The City of Sandy Springs will also be required to acquire any Right of Way within our City Limits as part of the IGA.

Alternatives:

Not enter into the agreement and proceed with the current TSPLOST design where coordination of the projects will continue to be required.

Financial Impact:

If the City chooses to enter into an IGA with the Gwinnett County, the City agrees to reimburse the County a portion of the cost of the total project. The City's portion of the project is estimated to be \$1,055,687 for the construction cost and \$12,850 for the two public information open house meetings totaling \$1,068,537. The City will also agree to acquire any right of way needed within the City limits for the project currently estimated at \$250,000.

Attachments:

- I. IGA
- II. Resolution

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY
AND THE CITY OF SANDY SPRINGS REGARDING
A PROJECT AT SPALDING DRIVE FROM WINTERS CHAPEL ROAD TO SR
140/HOLCOMB BRIDGE ROAD
(PROJECTS # F-1058, F-1069 and F-1235)

This agreement made by and between the City of Sandy Springs, a municipal corporation chartered by the State of Georgia and headquartered at 7840 Roswell Road, Sandy Springs, Georgia 30350 (hereinafter referred to as “City”) and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as “County”) each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within the State of Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties hereto desire to serve the needs of the citizens by providing a safe and efficient roadway improvement; and

WHEREAS, both parties believe that the Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road Project will further the purposes of meeting the transportation improvement needs of the County and the City; and

WHEREAS, both parties believe that it would be in the interest of the health, safety and welfare of the citizens to combine their resources and efforts to provide for the efficient design and construction of the Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road Project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. The Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road Project consists of roadway improvements and installation of pedestrian facilities along Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road. Some of the proposed pedestrian facilities were added to this project as a result of the coordination with the CITY. These additional improvements consist of the installation of a multi-use path along the south side of Spalding Drive from Winters Chapel Road to River Exchange Drive and the addition of a sidewalk along the north side of Spalding Drive from Winters Chapel Road to River Exchange Drive. This project is located within COUNTY limits as well as CITY limits.
2. The project cost is estimated to be \$10,568,537.00 of which \$1,068,537.00 is the estimated cost for the additional work requested by the CITY. The CITY will pay for the additional work. If this estimated amount is not sufficient to complete the Project, the CITY and the

COUNTY will enter into a subsequent mutual agreement revising the scope of the project to fall within available funding.

3. The work requested by the CITY to be included in the Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road Project consists of the following:
 - a) Public Information Open House Meetings - There will be two public information open house meetings concerning the Project. The estimated cost for these two meetings is \$12,850. The CITY will reimburse the COUNTY for any and all costs related to these meetings, including the preparation and participation of consultants, designers, and engineers that take part in these meetings.
 - b) Right of Way (ROW) – The CITY will be responsible for the acquisition of all necessary easements and ROW required for the Project for the parcels located within the CITY limits and/or Fulton County. The CITY shall allow the COUNTY and its consultants and contractors access to the easements and ROW necessary to construct the project.
 - c) Multi-Use Path Construction and Sidewalk Improvements – The improvements requested by the CITY consist of the installation of a multi-use path along the south side of Spalding Drive from Winters Chapel Road to River Exchange Drive and along the north side of Spalding Drive from River Exchange Drive to east of River Exchange Drive as well as a sidewalk along the north side of Spalding Drive and Winters Chapel Road to River Exchange Drive. The CITY agrees to reimburse the COUNTY for the actual cost related to the construction of these pedestrian facilities. The cost for the construction related to these pedestrian facilities is currently estimated to be \$1,055,687.00 (see EXHIBIT A). Both parties agree that this amount is subject to change based on actual installation costs. The CITY agrees that it will be responsible for the remaining amount of the estimated and final cost related to the construction of these pedestrian facilities.

4. County Responsibilities:
 - a) The COUNTY shall be responsible for the management of the engineering, design, and construction of the Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road. The CITY agrees to reimburse the COUNTY for costs associated with the work requested by the CITY.
 - b) The COUNTY shall process and pay all invoices from vendors/contractors through its Department of Transportation.

5. City Responsibilities:
 - a) The CITY shall be responsible for the public information open house meetings as well as the acquisition of ROW and easements for the parcels located within the CITY limits and/or Fulton County.
 - b) The CITY agrees to reimburse the COUNTY for engineering, construction, and line items costs for the sidewalk and multi-use path requested by the CITY.
 - c) The CITY’S payment to the COUNTY shall be in the form of a reimbursement.
 - d) Upon receipt of an invoice from the COUNTY for qualified expenses from the Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road Project, the CITY shall make payments to the COUNTY within thirty (30) days by check or electronic transfer.

6. As to the Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road Project, the parties agree that neither the COUNTY nor the CITY shall indemnify or hold harmless the other party's agents, inspectors, servants and employees, past and present. The CITY and the COUNTY, shall assume and defend themselves individually at their own cost, any suit, action or other legal proceeding arising therefrom for the Spalding Drive from Winters Chapel Road to SR 140/Holcomb Bridge Road Project.
7. All notices pursuant to this agreement shall be served as follows: As to the County, Chairman, Gwinnett County Board of Commissioners, 75 Langley Drive, Peachtree Corners, Georgia 30046. As to the City, Mayor, City of Sandy Springs, 7840 Roswell Road, Sandy Springs, Georgia 30350.
8. This agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this contract must be in writing and signed by both parties. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the COUNTY or to the CITY by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__.

GWINNETT COUNTY, GEORGIA

CITY OF SANDY SPRINGS, GEORGIA

By: _____
CHARLOTTE J. NASH

By: _____

Title: CHAIRMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL)

Title: City Clerk (SEAL)

APPROVED AS TO FORM:

Gwinnett County Staff Attorney

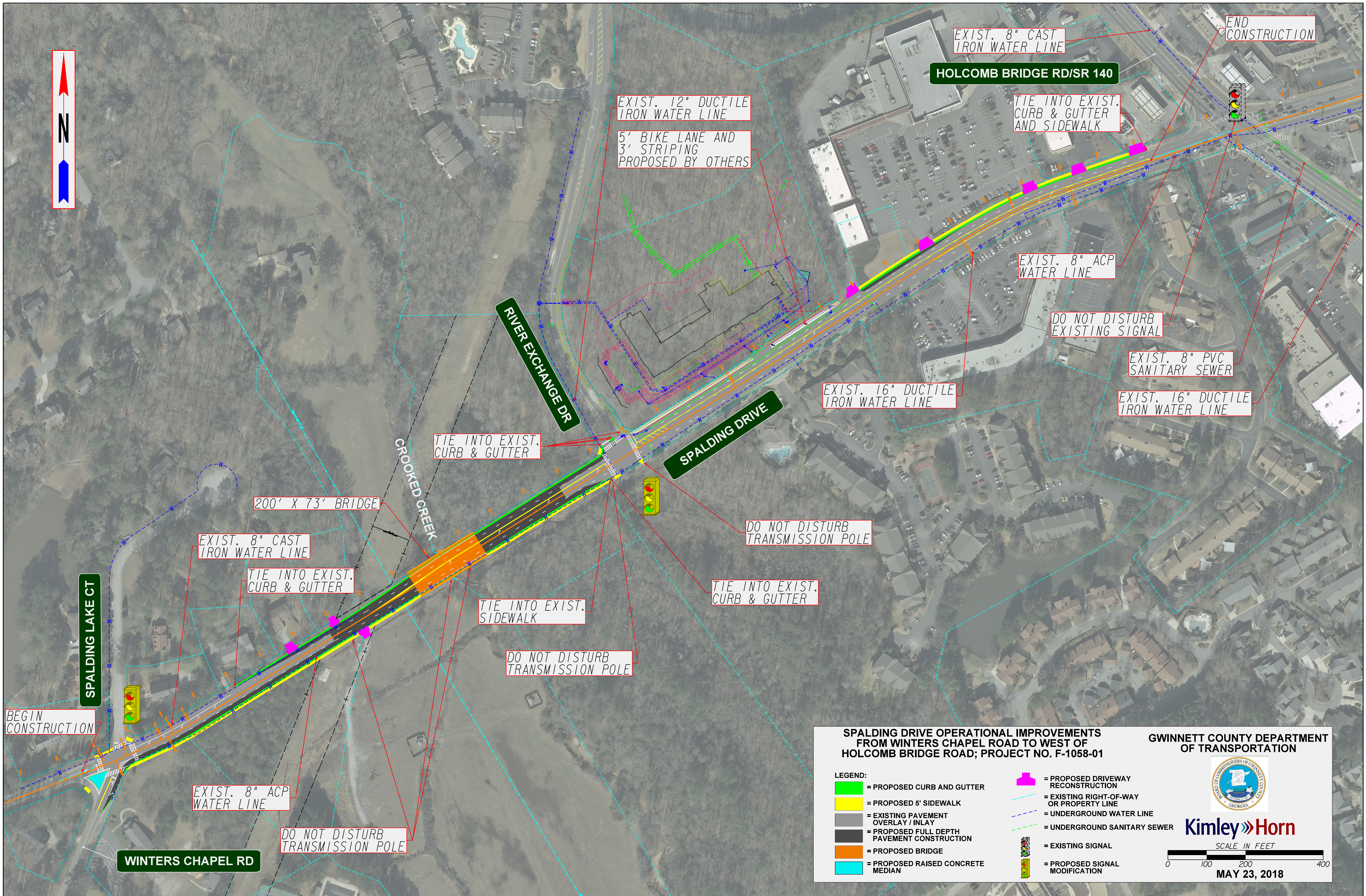
Exhibit A – INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY
AND THE CITY OF SANDY SPRINGS REGARDING
A PROJECT AT SPALDING DRIVE FROM WINTERS CHAPEL ROAD TO SR 140/HOLCOMB BRIDGE ROAD
F-1058-01, F-1069-03, F-1235-01

Construction Cost Estimate:

ITEM NO.	UNIT	DESCRIPTION	ESTIMATED TOTAL QUANTITY	UNIT COST	TOTAL ESTIMATED COST	COSS QUANTITY/ SHARE	COSS ESTIMATED COST
150-1000	LS	TRAFFIC CONTROL - F-1058-01, F-1069-03, & F-1235-01	1	\$ 200,000.00	\$ 200,000.00	0.25	\$ 50,000.00
161-1000	LS	EROSION CONTROL - F-1058-01, F-1069-03, & F-1235-01	1	\$ 50,000.00	\$ 50,000.00	0.25	\$ 12,500.00
163-0551	EA	CONST/MAINT/REM INLET SEDIMENT TRAP	29	\$ 80.00	\$ 2,320.00	9	\$ 720.00
163-1927	LF	CONST/MAINT/REM COMPOST FILTER SOCK, 18 IN	7933	\$ 18.00	\$ 142,794.00	2650	\$ 47,700.00
171-0030	LF	TEMPORARY SILT FENCE, TP C	4945	\$ 3.41	\$ 16,862.45	1780	\$ 6,069.80
210-0100	LS	GRADING COMPLETE - F-1058-01, F-1069-03, & F-1235-01	1	\$ 1,600,000.00	\$ 1,600,000.00	0.35	\$ 560,000.00
310-1101	TN	GR AGGR BASE CRS, INCL MATL	4394	\$ 29.01	\$ 127,469.94	723	\$ 20,974.23
318-3000	TN	AGGR SURF CRS	169	\$ 31.06	\$ 5,249.14	80	\$ 2,484.80
441-0016	SY	DRIVEWAY CONCRETE, 6 IN	298	\$ 50.36	\$ 15,007.28	120	\$ 6,043.20
441-0104	SY	CONC SIDEWALK, 4 IN	2509	\$ 43.90	\$ 110,145.10	1690	\$ 74,191.00
441-0108	SY	CONC SIDEWALK, 8 IN	352	\$ 65.97	\$ 23,221.44	85	\$ 5,607.45
441-4020	SY	CONC VALLEY GUTTER, 6 IN	98	\$ 58.03	\$ 5,686.94	65	\$ 3,771.95
441-6222	LF	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	3692	\$ 20.56	\$ 75,907.52	2170	\$ 44,615.20
540-1102	LS	REMOVAL OF EXISTING BR, BR NO - 121-0278-0	1	\$ 90,000.00	\$ 90,000.00	0	\$ -
543-9000	LS	CONSTRUCTION OF BRIDGE COMPLETE - 160' X 77'-5"	1	\$ 1,700,000.00	\$ 1,700,000.00	0	\$ -
550-1180	LF	STORM DRAIN PIPE, 18 IN, H 1-10	1859	\$ 46.81	\$ 87,019.79	1000	\$ 46,810.00
550-4218	EA	FLARED END SECTION 18 IN, STORM DRAIN	5	\$ 670.40	\$ 3,352.00	2	\$ 1,340.80
500-3904	CY	CL A CONC, FOR SIDEWALK & RET. WALL INCL REINF STEEL	20	\$ 1,000.00	\$ 20,000.00	20	\$ 20,000.00
639-5000	EA	PRESTR CONC STRAIN POLE, TP IV	8	\$ 8,000.00	\$ 64,000.00	4	\$ 32,000.00
647-1000	LS	TRAFFIC SIGNAL INSTALLATION NO - WINTERS CHAPEL RD	1	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00
668-1100	EA	CATCH BASIN, GP 1	22	\$ 2,567.63	\$ 56,487.86	9	\$ 23,108.67
700-0200	LS	GRASSING COMPLETE (SOD) - F-1058-01, F-1069-03, & F-1235-01	1	\$ 65,000.00	\$ 65,000.00	0.35	\$ 22,750.00
		<i>Item Subtotal</i>			\$ 4,535,523		\$ 1,055,687
		<i>Other Items Not Funded by Sandy Springs</i>			\$ 1,967,043		
		<i>Construction Total</i>			\$ 6,502,566		

Total Project Cost Estimate:

Engineering	Right of Way	Utilities	Construction	Construction Engineering and Inspection	TOTAL
\$1,000,000.00	\$1,715,971.00	\$750,000.00	\$6,502,566.00	\$600,000.00	\$10,568,537.00



EXIST. 8" CAST IRON WATER LINE

HOLCOMB BRIDGE RD/SR 140

END CONSTRUCTION

EXIST. 12" DUCTILE IRON WATER LINE
5' BIKE LANE AND 3' STRIPING PROPOSED BY OTHERS

TIE INTO EXIST. CURB & GUTTER AND SIDEWALK

EXIST. 8" ACP WATER LINE

DO NOT DISTURB EXISTING SIGNAL

EXIST. 8" PVC SANITARY SEWER

EXIST. 16" DUCTILE IRON WATER LINE

RIVER EXCHANGE DR

EXIST. 16" DUCTILE IRON WATER LINE

SPALDING DRIVE

TIE INTO EXIST. CURB & GUTTER

DO NOT DISTURB TRANSMISSION POLE

200' X 73' BRIDGE

EXIST. 8" CAST IRON WATER LINE

TIE INTO EXIST. CURB & GUTTER

TIE INTO EXIST. SIDEWALK

TIE INTO EXIST. CURB & GUTTER

DO NOT DISTURB TRANSMISSION POLE

SPALDING LAKE CT

BEGIN CONSTRUCTION

EXIST. 8" ACP WATER LINE

DO NOT DISTURB TRANSMISSION POLE

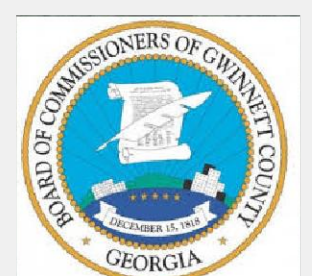
WINTERS CHAPEL RD

SPALDING DRIVE OPERATIONAL IMPROVEMENTS FROM WINTERS CHAPEL ROAD TO WEST OF HOLCOMB BRIDGE ROAD; PROJECT NO. F-1058-01

GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION

- LEGEND:**
- = PROPOSED CURB AND GUTTER
 - = PROPOSED 5' SIDEWALK
 - = EXISTING PAVEMENT OVERLAY / INLAY
 - = PROPOSED FULL DEPTH PAVEMENT CONSTRUCTION
 - = PROPOSED BRIDGE
 - = PROPOSED RAISED CONCRETE MEDIAN

- = PROPOSED DRIVEWAY RECONSTRUCTION
- = EXISTING RIGHT-OF-WAY OR PROPERTY LINE
- = UNDERGROUND WATER LINE
- = UNDERGROUND SANITARY SEWER
- = EXISTING SIGNAL
- = PROPOSED SIGNAL MODIFICATION



Kimley Horn

SCALE IN FEET
0 100 200 400

MAY 23, 2018

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH GWINNETT COUNTY TO INCLUDE A SIDEWALK ALONG THE NORTH SIDE OF SPALDING DRIVE WITHIN A ROADWAY WIDENING PROJECT FROM WINTERS CHAPEL ROAD TO HOLCOMB BRIDGE ROAD

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 and Georgia's State Constitution, and the Charter for the City of Sandy Springs; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and recommends the Mayor signing the following Intergovernmental Agreement (IGA) between the City of Sandy Springs and Gwinnett County, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents, and

WHEREAS, upon adoption of this Resolution, City Sandy Springs Public Works Department staff will manage all applicable phases of the Agreement in conjunction with the Gwinnett County staff.

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

Receive, accept, and affirm the authorization for the Mayor to sign the Intergovernmental Agreement with Gwinnett County to include a sidewalk along the north side of Spalding Drive within a roadway widening project from Winters Chapel Road to Holcomb Bridge Road that is being executed by Gwinnett County

RESOLVED this the 2nd day of October, 2018.

Approved:

Russell K. Paul, Mayor

Attest:

Michael D. Casey, City Clerk
(Seal)