

BOC Meeting Date 12/4/2019

Requesting Agency

Commission Districts Affected

Public Works

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Request approval of an Intergovernmental Agreement (IGA) between the City of Duluth, Georgia, the City of Johns Creek, Georgia, Fulton County, Georgia, and Gwinnett County, Georgia, for the construction of Rogers Bridge and modification of the attached water system interconnection piping; to authorize the County Attorney to approve the IGA as to form and make necessary modifications thereof prior to execution.

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

Pursuant to GA CONST Art. 9, § 3, ¶ I, a county may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services. Further, O.C.G.A. § 36-10-1 provides that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

Is this Item related to a Strategic Priority Area? (If yes, note strategic priority ar	area below
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Yes All People are healthy

Is this a purchasing item?

No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work:

The City of Duluth is leading a joint effort between Duluth, Johns Creek, Gwinnett County, and Fulton County in the replacement of Rogers Bridge over the Chattahoochee River. The project is currently completing the design phase and 80% of the project will be funded by a Transportation Alternatives Program grant being administered by the Georgia Department of Transportation and awarded to the City of Duluth. The four local governments (Cities of Duluth and Johns Creek and Fulton and Gwinnett Counties) have agreed to share the cost of the 20% match required by the grant. Fulton County has previously approved funding \$35,000 for the design of the bridge and associated water main that will provide an emergency connection between the Fulton County and Gwinnett County water systems. This Intergovernmental Agreement addresses the construction and administration costs for the project.

The new crossing will include a 30 inch water interconnection between the Fulton County and Gwinnett County water system to provide for emergency water supply if the need arises. This interconnection was identified as one to be upgraded in the GEFA Water System Interconnection,

Agency Director Approval		County Manager's	
Typed Name and Title	Phone	Approval	
Signature	Date		

Revised 03/12/09 (Previous versions are obsolete)

Continued

Redundancy and Reliability Act (WSIRRA), Emergency Supply Plan prepared for Georgia Environmental Finance Authority in September 2011 as requested by the Governor. Upon completion of new bridge crossing, the City of Duluth will be the owner of the bridge and Fulton County will be the owner of the water lines and appurtenances.

This Intergovernmental Agreement is between Duluth, Johns Creek, Gwinnett County, and Fulton County and defines the cost and performance responsibilities of each party. The estimated cost share by each of the four parties for the construction and administration of the project is \$350,000.00 each. The Department of Public Works has programmed this cost as part of the current 2020 – 2026 Capital Improvement Program.

Community Impact:

The pedestrian crossing will connect existing parks within the cities of Duluth and Johns Creek. The interconnection of water systems will provide an alternate source of finished water in the case of an emergency within the Fulton County system.

Department Recommendation:

The Department of Public Works recommends approval of the Intergovernmental Agreement with the City of Duluth, the City of Johns Creek, Gwinnett County, and Fulton County

Project Implications:

The new river crossing and interconnection water main will provide capability to maintain a water system interconnection for back-up supply of potable water for customers in Johns Creek during the event of an extreme emergency.

Community Issues/Concerns:

The Public Works staff is not aware of any issues / concerns

Department Issues/Concerns:

The Public Works staff is not aware of any issues / concerns

History of BOC Agenda Item:

The original IGA for design was approved on May 4, 2016 (agenda item #16-0370). A Letter of Intent committing Fulton County to the funding arrangement was also approved by the BOC at their May 3, 2017 meeting (agenda item #17-0369). An Amendment increasing Fulton County's design contribution from \$25,000 to \$35,000 was approved February 20, 2019 (agenda item 19-0111).

Additional Information:

To protect the interests of the County, the County Attorney shall approve the [e.g., contract, Intergovernmental Agreement, Memorandum of Understanding, etc.] as to form and substance, and make any necessary modification, prior to execution by the Chairman.

Contract & Compliance Information (Provide Contractor and Subcontractor details.)

Agency Director Approval	County Manager's	
Typed Name and Title	Phone	Approval
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

19-0986 Solicitation **NON-MFBE** MBE **FBE TOTAL** Information No. Bid Notices Sent: No. Bids Received: **Total Contract Value Total M/FBE Values Total Prime Value** (Include projected cost, approved budget amount and account number, Fiscal Impact / Funding Source source of funds, and any future funding requirements.) 234-540-5400-H065: Water & Sewer Revenue, Public Works, Water Line Capital Fund - \$350,000.00 (Provide copies of originals, number exhibits consecutively, and label all **Exhibits Attached** exhibits in the upper right corner.) Exhibit 1: Intergovernmental Agreement with Duluth, Johns Creek, Gwinnett County, and Fulton County for construction and administration of the project.

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Agency Director Approval	Agency Director Approval	
Typed Name and Title	Phone	Approval
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Continued

Procurement			
Contract Attached: Previous Contracts:			
Solicitation Number:	Submitting Agency:	Staff Contact:	Contact Phone:
Description:			
	FINANC	IAL SUMMARY	
Total Contract Value: MBE/FBE Participation:		n:	
Original Approved Amo	ount: .\$0.00	Amount: .	%:.
Previous Adjustments:	.\$0.00	Amount: .	%:.
This Request:	.\$0.00	Amount: .	%:.
TOTAL:	.\$0.00	Amount: .	%:.
Grant Information Sun	nmary:		
Amount Requested:		☐ Cash	
Match Required:		☐ In-Kind	
Start Date:		☐ Approval to A	ward
End Date:		☐ Apply & Acce	ept
Match Account \$:	•		
Funding Line 1:	Funding Line 2:	Funding Line 3:	Funding Line 4:
	•		
	KEY CON	ITRACT TERMS	
Start Date:	End Date:		
Cost Adjustment:	Renewal/Extension T	erms:	
		6 & APPROVALS edit below this line)	
Originating Dep	partment:	Clark, David	Date:
. County Attorne			Date: .
	ntract Compliance:		Date: .
	t Analyst/Grants Admin		Date: .
. Grants Manage			Date: .
. County Manage			Date: .

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the ___day of ______, 2019, by and between the CITY OF DULUTH, GEORGIA, a municipal corporation in the State of Georgia ("DULUTH"), the CITY OF JOHNS CREEK, GEORGIA, a municipal corporation in the State of Georgia ("JOHNS CREEK"), FULTON COUNTY, a political subdivision of the State of Georgia ("FULTON"), and GWINNETT COUNTY, a political subdivision of the State of Georgia ("GWINNETT").

WITNESSETH:

WHEREAS, DULUTH and JOHNS CREEK are duly chartered municipal corporations authorized by law to enter into intergovernmental agreements; and

WHEREAS, FULTON COUNTY and GWINNETT COUNTY are political subdivisions of the state authorized by law to enter into intergovernmental agreements; and

WHEREAS, DULUTH, JOHNS CREEK, FULTON and GWINNETT each have an interest in replacing Rogers Bridge for the purpose of providing a public walking trail over the Chattahoochee River; and

WHEREAS, a replacement project at Rogers Bridge will replace a historic bridge originally constructed around 1900 to the benefit of DULUTH, JOHNS CREEK, FULTON and GWINNETT; and

WHEREAS, The Rogers Bridge Replacement Project will provide a benefit to residents and visitors of all parties to this agreement by allowing for connections to current and future recreational amenities; and

WHEREAS, the parties wish to work cooperatively to move towards replacement of Rogers Bridge; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes Intergovernmental Agreements between government entities for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law.

NOW, **THEREFORE**, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DULUTH, JOHNS CREEK, FULTON and GWINNETT do hereby agree as follows:

AGREEMENT

Section 1 Purpose

The purpose of this Agreement is to allocate responsibility among the parties for the:

- A. Construction of the Rogers Bridge Replacement Project.
- B. Funding, installation, and administration of the Rogers Bridge Replacement Project.

Section 2 Term

This Agreement shall become effective upon the date of execution by all parties and shall continue in full force and effect until July 1, 2025. After the original term of this Agreement, said Agreement shall automatically renew for three (3) one year periods unless any party provides written notice to the other parties at least one hundred twenty (120) days prior to the expiration of the original term or a renewal term.

Section 3 Matching Funds

- A. DULUTH, JOHNS CREEK, FULTON and GWINNETT, each individually, agree to contribute equally to meet the matching fund requirements and any shortfall required for Project Approval by the Georgia Department of Transportation. This total match amount is estimated at THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00) each. This amount represents a good faith estimate based on the project scope and anticipated construction bids. Actual construction bids will not be known until they are opened, after advertisement.
- B. DULUTH, JOHNS CREEK, FULTON and GWINNETT agree that the match and shortfall contribution will be used for removal of the existing Rogers Bridge structure, construction of the replacement Rogers Bridge structure with associated approach trails, and attachment of the replacement water line system to the new bridge.
- C. JOHNS CREEK, FULTON, and GWINNETT agree that their individual contributions shall be submitted to DULUTH within 30 days of their receipt of invoice from DULUTH.
- D. To limit project delays, Change Orders will be processed administratively by DULUTH and approved by the Georgia Department of Transportation and the Federal Highway Administration. Costs incurred due to Change Orders shall be borne equally by DULUTH, JOHNS CREEK, FULTON and GWINNETT if

- additional State and/or Federal funding is not available to cover them. Change Orders requiring budget in excess of the original contributions from DULUTH, JOHNS CREEK, FULTON and GWINNETT will require written approval from each party.
- E. At project completion, DULUTH will reconcile actual unit cost items and prorate lump sum items, as needed, based upon actual units installed during construction of the project to determine DULUTH's, JOHNS CREEK's, FULTON's and GWINNETT's actual share of the project cost. DULUTH will reimburse JOHNS CREEK, FULTON, and GWINNETT for any project cost savings or invoice JOHNS CREEK, FULTON, and GWINNETT for any project cost overruns attributable to the project as described in this agreement and based upon the advances described in Section 3A above. DULUTH will reimburse JOHNS CREEK, FULTON, and GWINNETT for any project cost savings within sixty (60) days of project close out. If it is necessary for DULUTH to invoice JOHNS CREEK, FULTON, and GWINNETT for project cost overruns, JOHNS CREEK, FULTON, and GWINNETT will reimburse DULUTH within sixty (60) days of the invoice.

Section 4 Project Management/Accounting

The parties agree that DULUTH will provide all project management and financial accounting for the project. DULUTH shall report current project status and direction, at a minimum, monthly to JOHNS CREEK, FULTON and GWINNETT.

Section 5 Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and the laws of the State of Georgia.

Section 6 Entire Agreement

This Agreement expresses the entire understanding and construction agreement between the parties hereto and supersedes any and all prior agreements, negotiations, and communications between the four parties hereto for this project. Notwithstanding the foregoing, DULUTH, JOHNS CREEK, FULTON and GWINNETT agree to remain bound by the previous intergovernmental agreements to provide funding for preconstruction efforts with regard to this project.

Section 7 Severability

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 8 Amendments or Modifications

No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by all parties hereto.

Section 9 Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. This Agreement sets forth the entire understanding between the Parties to this Agreement pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended as provided for in this Agreement.

Section 10 Legal Actions

Unless otherwise specifically provided herein, nothing in this Agreement is intended to create any rights in any individual, firm, corporation, or entity not a party to this Agreement. DULUTH, JOHNS CREEK, FULTON and GWINNETT shall not indemnify or hold harmless any other party's agents, officers, servants, or employees, past and present, in connection with this Agreement. Each party hereto shall assume and defend at its own cost, any suit, action or other proceeding brought against it arising from any actions taken by that party's agents, officers, servants, and employees in furtherance of the projects. To the extent it is able under the terms of its agreements with GDOT and FHWA relating to this project, DULUTH will request that any contractor retained or selected by DULUTH to provide services related to the project contemplated in this Agreement, indemnify and hold harmless DULUTH, JOHNS CREEK, FULTON, and GWINNETT as well as their commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage. Any contractor retained by DULUTH if requested, may be required to assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising there from in which DULUTH, JOHNS CREEK, FULTON, and GWINNETT, and/or their commissioners, officers, officials, employees, and agents, are named as a party, and the contractor may be required to satisfy, pay, and cause to be discharged of record any judgment

which may be rendered against DULUTH, JOHNS CREEK, FULTON, and GWINNETT or their commissioners, officers, officials, employees, and agents, arising there from. To the extent it is able under the terms of its agreements with GDOT and FHWA relating to this project DULUTH will ensure that the provisions of this Article are included in all contracts and subcontracts relating to the construction of this project.

Section 11 Insurance

Prior to beginning work, DULUTH shall cause its contractors to obtain and furnish certificates of insurance in which DULUTH, JOHNS CREEK, FULTON, and GWINNETT are named as an "Additional Insured." Minimum coverage amounts will be based on FHWA and/or GDOT requirements. If FHWA and/or GDOT do not provide minimum requirements for the construction contract for this project, the following minimum amounts of insurance will be required prior to the undertaking of any of the activities contemplated under this Agreement, as applicable:

- i. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
- ii. Commercial General Liability Insurance, including contractual liability insurance, products and completed operations, personal injury, bodily injury, property damage and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence/ \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form. Insurance shall not contain Exclusion- Explosion, Collapse and Underground Property Damage
- iii. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.
- iv. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than \$3,000,000.
- v. Contractors' Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance applicable to the work to be performed with limits not less than \$2,000,000 per occurrence or claim/ \$2,000,000 policy aggregate. Insurance policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors' Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including

mold.

- vi. Professional (Errors and Omissions) Liability Insurance- Insurance appropriate to the Contractor's profession with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
- vii. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this Agreement and until final completion of the work contemplated under this Agreement. The scope and coverage of the insurance protection shall extend beyond the completion of the project until the expiration of any applicable statutes of limitations. DULUTH shall retain the right to satisfy any or all of its insurance obligations under this Agreement by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

Section 12 Review of Work

Authorized representatives of JOHNS CREEK, FULTON, and GWINNETT may at all reasonable times, upon reasonable notice, review and inspect the activities and data collected under the terms of this Agreement and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for DULUTH or its contractors.

DULUTH shall keep accurate records with regard to the activities conducted under this Agreement and submit to JOHNS CREEK, FULTON, and GWINNETT upon request, such information as is required in order to ensure compliance with this agreement.

Section 13 No Third-Party Beneficiaries.

This Agreement is entered into solely for the benefit of DULUTH, JOHNS CREEK, FULTON, and GWINNETT and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

Section 14 Assignment; Binding Effect.

The rights and obligations of the Parties under this Agreement are personal and may not be assigned without the prior written consent of DULUTH, JOHNS CREEK, FULTON, and GWINNETT. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

Section 15 Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid to the parties hereto at the following addresses or such other addresses designated by such party in writing:

Gwinnett County: County Administrator

Gwinnett County Board of Commissioners

75 Langley Drive

Lawrenceville, Georgia 30046

With a copy to: County Attorney

Gwinnett County Department of Law

75 Langley Drive

Lawrenceville, Georgia 30046

Fulton County: County Manager

Office of the County Manager 141 Pryor Street, SW 10th Floor

Atlanta, Georgia 30303

With a copy to: County Attorney

Office of the County Attorney 141 Pryor Street, SW 10th Floor

Atlanta, Georgia 30303

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City of Johns Creek: City Manager

City of Johns Creek, Georgia

11360 Lakefield Drive

Johns Creek, Georgia 30097

With a copy to: Richard A. Carothers, City Attorney

E. Ronald Bennett, Jr., Asst. City Attorney

Carothers & Mitchell, LLC 1809 Buford Highway Buford, Georgia 30518

City of Duluth: City Manager

City of Duluth, Georgia

3167 Main Street

Duluth, Georgia 30097

With a copy to: Stephen D. Pereira, City Attorney

Thompson, Sweeny, Kinsinger & Pereira, P.C.

P.O. Drawer 1250

Lawrenceville, Georgia 30046

IN WITNESS WHEREOF, DULUTH, JOHNS CREEK, FULTON and GWINNETT acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

CITY OFDULUTH, GEORGIA

ву:	
Print Name and Title:	Nancy Harris, Mayor
Date:	
Attest:	
Print Name and Title:	Teresa Lynn, City Clerk
(SEAL)	

CITY OF JOHNS CREEK, GEORGIA

By:
Print Name and Title: Michael E. Bodker, Mayor
Date:
Attact
Attest:
Print Name and Title: <u>Joan C. Jones, City Clerk</u>
(GEAL)
(SEAL)

FULTON COUNTY, GEORGIA

By:	
	Robert L. Pitts, Chairman Board of Commissioners
Date: _	
Attest:	
	Jesse A. Harris Clerk to the Commission
(SEAL	.)
APPR	OVED AS TO FORM
Office	of the County Attorney

19-0986

GWINNETT COUNTY, GEORGIA

By:
Print Name and Title: Charlotte J. Nash, Chairman
Date:
Attest:
Print Name and Title:
(SEAL)
APPROVED AS TO FORM
Assistant County Attorney Gwinnett County, Georgia





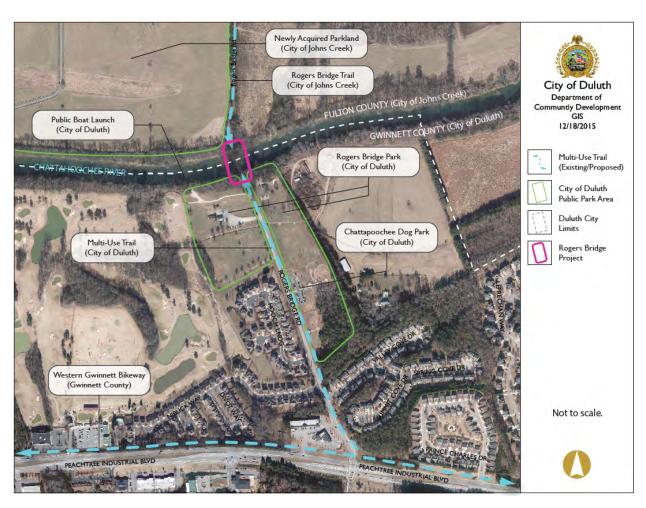




FACT SHEET

Why are we here? The Rogers Bridge project will provide the missing link between the Cities of Duluth and Johns Creek by rehabilitating, supplementing, or replacing the bridge for bicycle and pedestrian access to Rogers Bridge Park in Duluth and the future Cauley Creek Park in Johns Creek. This project will also allow greater access to public spaces and parkland along the Chattahoochee River, access to the Western Gwinnett Bikeway, and provide multi-jurisdictional bicycle and pedestrian connectivity to Fulton and Gwinnett Counties and surrounding areas.

The major stakeholders for this project are the Cities of Duluth and Johns Creek and Fulton and Gwinnett Counties.











FACT SHEET



<u>Alternative RH-1 – Existing Bridge Rehabilitation:</u> This Alternative would retain the existing 228-foot long, pin-connected Pennsylvania Petit-type steel truss bridge that has been closed to vehicular traffic for approximately forty years.

Key Information:

- Existing Petit-type truss structure is permanently retained and rehabilitated.
- Extensive repairs are needed to the existing bridge and foundations for pedestrian use.
- Existing bridge is costly to maintain due to its age.
- Time to construct is approximately 24 to 30 months.
- Pathway width is limited to ±12-feet.
- Existing water main will be replaced.
- Total Bridge Length = 328-feet (main span 228-feet).

Estimated Construction Cost:

\$5.1 Million









FACT SHEET



<u>Alternative SS-3 –Truss Hybrid:</u> This is a variation of the Rehabilitation Alternative RH-1 where the existing 228-foot long Petit-type steel truss bridge is retained, but it is not strengthened to the same extent required in Alternative RH-1. A supplemental structural system consisting of beams and a truss is used to strengthen the bridge for pedestrian use.

Key Information:

- Existing Petit-type truss structure is permanently retained and rehabilitated.
- Repairs are needed to the existing bridge and foundations to "carry its own weight".
- Supplemental structure used to carry remaining loads.
- Existing bridge is costly to maintain due to its age.
- Time to construct is approximately 18 to 24 months.
- Pathway width is limited to ±12-feet.
- Existing water main will be replaced.
- Total Bridge Length = 328-feet (main span 228-feet).

Estimated Construction Cost:

\$4.6 Million









FACT SHEET



<u>Alternative RP-2 – Replica Truss:</u> This Alternative would completely remove the existing Petit-type steel truss bridge and replace it with a steel truss that replicates the scale and structural form of the original. The replica truss bridge would match both the 33-foot height and the 228-foot span length of the existing Petit-type truss.

Key Information:

- Existing Petit-type truss structure is permanently removed.
- New bridge replicates existing bridge.
- Low maintenance costs.
- Time to construct is approximately 12 to 15 months.
- Pathway width is 14-feet (desirable).
- Existing water main will be replaced.
- Total Bridge Length = 328-feet (main span 228-feet).

Estimated Construction Cost:

\$4.2 Million









FACT SHEET



<u>Alternative RP-6 – Tied Arch:</u> This Alternative would completely remove the existing Petit-type steel truss bridge and replace it with a steel tied arch bridge supporting a prefabricated steel truss below. The tied arch alternative would extend the main span across the Chattahoochee River from 228-feet (existing) to 252-feet.

Key Information:

- Existing Petit-type truss structure is permanently removed.
- Low maintenance costs.
- Time to construct is approximately 15 to 18 months.
- Pathway width is 14-feet (desirable).
- Existing water main will be replaced.
- Total Bridge Length = 332-feet (main span 252-feet).

Estimated Construction Cost:

\$4.2 Million