

DATE: March 8, 2019
TO: Mayor and City Council
FROM: Assistant City Manager
SUBJECT: Utility Relocation – Whitehead Road Bridge Replacement



RECOMMENDED ACTION

Approve the utility relocation force account agreement with Gwinnett County in the amount of \$14,850 for the project to replace the Whitehead Road Bridge.

BUDGET IMPACT

The County has agreed to fund the first \$14,850 in expense associated with the work under this proposed agreement. Adequate funds are available in the gas department budget for the city share of the work, should any be required above the estimated cost.

DISCUSSION

County DOT staff has agreed, after some negotiation, to participate in the relocation expense necessary to replace the Whitehead Road bridge. The project to widen and raise the bridge has been in the County's work program for many years and it has taken some time to pull all of the project elements together. The construction contract has been awarded and work is expected to begin immediately.

In order to accommodate the improvements, Sugar Hill's gas main, currently mounted on the bridge, will need to be removed to allow the roadway work being proposed to continue, then be re-installed. Therefore, staff sought out estimates of the relocation work from our utility contractor, in the event staff resources are not available and to put a retail price on the value of the work being proposed. The work being proposed by CEDS is at approved unit rates and will be reimbursed by the County at the conclusion of the construction.

Staff recommends approval.

Attachment – Force Account Agreement: Whitehead Road Bridge Replacement

FORCE ACCOUNT AGREEMENT

COUNTY PROJECT NO. F-1091

Whitehead Road at Level Creek Bridge

THIS AGREEMENT, made and entered into as of the _____ day of _____, _____ by and between Gwinnett County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "**COUNTY**"), and City of Sugar Hill (hereinafter referred to as the "**CITY**").

WITNESSETH THAT:

WHEREAS, the **COUNTY** proposes under the above written project number to construct a new bridge and safety improvements at the intersection of **Whitehead Road and Level Creek**; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments of the existing facilities of the **CITY** in accordance with the estimate of (\$14,850.00), provided by the **CITY**, attached hereto and made a part of this **AGREEMENT** as **Exhibit A**. The **COUNTY** will bear 100 % or \$14,850.00 and the **CITY** will bear 0 % or \$ 0 ___; and

WHEREAS, said construction being the location of said road and the **CITY** having its facilities presently located within the limits of existing streets and roads intersecting herewith, or upon an easement with rights to install, operate and maintain such facilities adjacent to the right-of-way of the **COUNTY**; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the plans in pertinent part being attached hereto, it is desired that the **CITY** adjust its facilities within the existing easement or right of way as far as possible to provide for construction of the **Whitehead Road at Level Creek Bridge** Project.

NOW THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, it is agreed:

Section 1. It is specifically understood that the project number shown above is for the **COUNTY'S** identification purposes only and may be subject to change by the **COUNTY**. In the event it becomes necessary for the **COUNTY** to assign a different project number, the **COUNTY** will notify the **CITY** of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this **AGREEMENT**.

Section 2.

The **CITY**, with its regular construction maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this **AGREEMENT**) and working in accordance with the terms of its agreement with such employees, will make such changes in its facilities as previously agreed upon with the **COUNTY**. The **CITY** may elect to contract any portion of the work contemplated.

Section 3.

Upon completion by the **CITY** of the work contemplated herein, the **COUNTY** will pay the **CITY** a sum equal to 100 percent (100%) of the compensation set forth herein.

Section 4.

The **COUNTY** will not be bound to pay any amount for facilities relocation in excess of the reimbursable portion of the actual costs shown in, **Exhibit "A"** attached hereto and made a part hereof nor for any items of relocation work not provided for in said detailed cost estimate, except as shall be specifically approved in writing by the **COUNTY**. The **COUNTY** shall, however, also be responsible to the **CITY** for all costs, if any, of acquiring additional easements for rights of way, including without limitation, excavation, pipe, valves, fittings, regulator stations, taps, tree trimming, other devices, and facilities, and any and all other such easements and property rights of way as may be necessary for the **CITY'S** installation, operation and maintenance of its facilities.

Section 5.

It is further mutually agreed that the final cost of the changes in the facilities of the **CITY** covered by the actual costs shown in, **Exhibit "A"** attached hereto and made a part hereof, shall be borne by the **COUNTY** as indicated in said exhibit, except as otherwise provided.

Section 6.

The **CITY** shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this **AGREEMENT** in accordance with **PART VI** of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the **COUNTY**.

Section 7.

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.

Section 8. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the City of Lawrenceville.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this **AGREEMENT** to be signed, sealed and delivered.

WITNESS AS TO SECOND PARTY: City of Sugar Hill
Name of City

ATTEST: _____

TITLE: _____

By: _____ (SEAL)
Mayor/City Manager

(CITY SEAL)

I attest to the genuineness of the **CITY** Seal and I further attest that the above named Officer is duly authorized to execute this document.

COUNTY
Gwinnett County, Georgia

Attest: _____

By: _____ (SEAL)

TITLE: _____

TITLE: _____

APPROVED AS TO FORM:

Gwinnett County Staff Attorney

EXHIBIT "A"

City of Sugar Hill

Cost Estimate for Relocation of Natural Gas Facilities

Project Number F-1091

Whitehead Road at Level Creek Bridge

Estimate Dated: 12/05/18

Estimate to Matt Allen of Sugar Hill Gas from Chad Roebuck of CEDS Construction.

(One Page Attached)

C.E.D.S. Construction Company, Inc.

1470 Dahlonega Highway

Cumming, Georgia 30040

(770) 889-2361

Providing Dedicated Service since 1985

Wednesday December 5, 2018

Re: Whitehead Rd 4" PE project

Matt Allen

City of Sugar Hill

Please review the following quote and contact me with any questions. Thank you for the opportunity to submit pricing on this project.

4" PE weld/prep pipe	\$1,200.00
4" PE crew rate ½ day	\$1,250.00
4" PE x 300' Bore (\$20.00 per foot)	\$6,000.00
4" PE cut/cap x 2 (\$1,600.00 each)	\$3,200.00
4" PE tie in x 2 (\$1,600.00 each)	\$3,200.00
Total	\$14,850.00

If extra days crew rate is required, cost will be as follows:

PE Crew Rate per day	\$2,500.00
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If rock bore is required, cost will be an additional:

4" PE x 300' Bore (\$80.00 per foot)	\$24,000.00
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Chad Roebuck

CEDS Construction Co., Inc.

770-519-6413

