



**AMENDMENT TO  
TO THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF ROSWELL  
AND  
COBB COUNTY  
FOR THE REPLACEMENT OF THE WILLEO ROAD BRIDGE  
OVER WILLEO CREEK**

**Project No. X2122  
AMENDMENT NO. 1**

WHEREAS, **The City of Roswell**, (“ROSWELL”), and **Cobb County**, (“COBB”), hereinafter collectively referred to as the (“Parties”), entered into an Intergovernmental Agreement (“Agreement”) on September 28, 2018, to split project costs on the **Willeo Road Bridge over Willeo Creek Bridge Replacement Project**, Project No. X2122 (“Project”); and

WHEREAS, the Parties agreed to fund all costs associated with the engineering, permitting, utility relocation, right of way acquisition and construction of the Project as specified in the Agreement; and

WHEREAS, ROSWELL agreed to be responsible for all of the engineering, right of way acquisition, utility relocation and construction costs attributable to the installation of any infrastructure outside of the Project limits and in addition to the bridge replacement costs, including any multi-use trail and/or boardwalk adjacent to and from the Project to the entrance of Willeo Park situated within ROSWELL’s exclusive jurisdiction; and

WHEREAS, the installation of the multi-use trail and boardwalk have been removed from the scope of the Project; and

WHEREAS, the Parties anticipated the total Project costs to be Two Million, Six Hundred Eighty-Three Thousand, Six Hundred Sixteen Dollars (\$2,683,616.00) for engineering, permitting, utility relocation and construction and agreed to split the costs of the Project as specified in the Agreement and as detailed in Exhibit A; and

WHEREAS, the Parties agreed that they would not be obligated to provide any additional Project funding except as may be specifically set forth and conditioned by an amendment to the Agreement; and

WHEREAS, the attached **Exhibit A** demonstrates the updated costs apportioned to the Project; and

WHEREAS, funds are needed in order to cover Wetland, Stream and Open Water Mitigation Credits purchased as required by the United States Army Corps of Engineers per Section 404 of the Clean Water Act (33 U.S.C. 1344) Nationwide Permit 14: Linear Transportation Projects, as delineated in **Exhibit B – Mitigation Credit Invoice**; and

WHEREAS, final bid construction costs exceed the initial cost estimates prepared in 2015 as demonstrated in the attached **Exhibit C – Construction Bid Tabs**; and

WHEREAS, the Parties agree that the financial contributions to the Project shall be specifically set forth by this amendment to the Agreement; and

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00), and the mutual benefits and obligations flowing each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 (a) of the Agreement shall be deleted and replaced as follows:

**1.1 Project Costs.**

(a) ROSWELL and COBB shall fund all costs associated with the engineering, permitting, utility relocation, right of way acquisition and construction of the Project as specified herein. The total projected cost in the amount of Three Million, Three Thousand, One Hundred Fifty-Nine and 95/100 Dollars (\$3,003,159.95) for engineering, permitting, utility relocation and construction is detailed in the attached Exhibit “A” which is hereby incorporated herein as if fully set forth. ROSWELL and COBB shall each be responsible for 50% of the engineering, permitting, utility relocation and construction costs as are related solely to the replacement of the Willeo Bridge itself (“Bridge Replacement Costs”), which 50% amount is estimated at present to be One Million, Five Hundred One Thousand, Five Hundred Seventy-Nine and 97/100 Dollars (\$1,501,579.97). In addition to the engineering, permitting, utility relocation and construction costs contained in Exhibit “A”, ROSWELL and COBB shall each be responsible individually for the costs of right-of-way acquisition within their respective jurisdictions, consistent with the engineering plans.

2. Section 1.1(b) of the Agreement shall be deleted as well as all language within the Agreement pertaining to the “Additional Improvements” defined in Section 1.1(b) which are no longer included within the scope of the Project.

3. Exhibit A shall be deleted and replaced with the attached Exhibit A

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

(Remainder of page intentionally left blank)

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

RECOMMEND FOR APPROVAL:

IN WITNESS WHEREOF, Cobb and Roswell have caused this MOU to be executed under seal by their duly authorized representatives.

**City of Roswell, Georgia**

**Cobb County, Georgia**

this \_\_\_ day of \_\_\_\_\_, 2021.

this \_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Lori Henry, Mayor

By: \_\_\_\_\_  
Lisa N. Cupid, Chair

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
County Clerk

(Affix City Seal)

(Affix County Seal)

EXHIBIT A

Total Project Costs for PE, Utility Relocation and Construction  
Excluding Right-of-Way Acquisition Costs

## EXHIBIT "A"

### TOTAL PROJECT COSTS FOR PE, UTILITY RELOCATION AND CONSTRUCTION EXCLUDING RIGHT-OF-WAY ACQUISITION COSTS

PHASE	TOTAL	FEDERAL/ GDOT	ROSWELL Share (50%)	COBB COUNTY Share (50%)
TOTAL PE (Bridge)	\$427,885.00		\$213,942.50	\$213,942.50
TOTAL Construction	\$2,301,264.95		\$1,150,632.47	\$1,150,632.48
TOTAL Reimbursable Utility Relocation	\$73,000.00		\$36,500.00	\$36,500.00
TOTAL Env. Mitigation Credits	\$201,010.00		\$100,505.00	\$100,505.00
TOTAL PROJECT COST	\$3,003,159.95		\$1,501,579.97	\$1,501,579.98

Funds listed are the maximum contribution, excluding right-of-way acquisition costs and additional project enhancements that either party desires to add within their jurisdiction, unless additional funding is otherwise agreed upon by the parties to this Agreement. The total amount of \$3,003,159.95 shall not be exceeded without the prior written consent of each of the parties hereto.

# EXHIBIT "B"

Mitigation Credit Invoice



## INVOICE

Cobb County Dept of Transportation  
Rustavius Ford  
1890 County Services Parkway  
Marietta  
GA - 30008

CC: ,

Invoice Date: Aug 21, 2020  
Invoice Number: SD-8037  
Amount Due: \$201,010.00  
Credit Source(s): Soque River, Wauka Mountain II,

Description	Quantity	Cost per Credit	Total
Stream	2,354.00	\$65.00	\$153,010.00
Wetland	0.64	\$75,000.00	\$48,000.00
		<b>Grand Total</b>	<b>\$201,010.00</b>

### TERMS

Payment is due 30 days from invoice date or 30 days after your permit approval, whichever is later. Pricing is not guaranteed beyond the applicable 30 day timeframe. If a 10% Reservation Invoice has already been paid, please deduct that amount from the amount shown. As soon as we receive payment, we will provide the credit closing documents and will send the credit sale statement to the Army Corps of Engineers.

Please send and make check payable to:

ACF River Basin Group, LLC  
1551 Jennings Mill Road  
Suite 1400-B  
Watkinsville, GA 30677

If you have any questions or concerns about your invoice, please contact us directly.

Thank you,  
Blueway Sales Team  
Matt Peavy & Marie Reynolds  
Sales@BluewayLand.com  
(706) 850-2171

# EXHIBIT "C"

Construction Bid Tabs



**Project View Bid Tabulation - Engineers Comparison**

Department of Transportation  
Cobb County Government

10/22/2020 2:51:11PM

Contract: C001526 Willeo Road over Willeo Creek Bridge Replacement -  
Estimate: Bridge Replacement project - coordination with City of Roswell and Fulton County

	Engineers Estimate	Rank 1 BALDWIN PAVING COMPANY INC	Rank 2 E R SNELL CONTRACTOR INC	Rank 3 GEORGIA BRIDGE AND CONCRETE LLC
	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
BRIDGE 1	\$1,597,347.09	\$1,453,829.99	\$1,708,435.41	\$1,578,950.00
ROADWAY	\$923,903.18	\$847,434.96	\$872,251.67	\$1,143,330.65
OVER WILLEO CREEK	\$2,521,250.27	\$2,301,264.95	\$2,580,687.08	\$2,722,280.65
Contract Total C001526	\$2,521,250.27	\$2,301,264.95	\$2,580,687.08	\$2,722,280.65

**Project View Bid Tabulation - Engineers Comparison**

Department of Transportation

Cobb County Government

Contract: C001526 Willeo Road over Willeo Creek Bridge Replacement -  
 Estimate: 6,278 Bridge Replacement project - coordination with City of Roswell and Fulton County

	Rank 4 TIDWELL CONSTRUCTION COMPANY	Rank 5 C W MATTHEWS CONTRACTING CO INC	Rank 6 CMES INC
	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
BRIDGE 1	\$1,784,677.00	\$1,441,325.78	\$1,973,777.00
ROADWAY	\$983,487.62	\$1,457,609.37	\$1,232,174.75
OVER WILLEO CREEK	\$2,768,164.62	\$2,898,935.15	\$3,205,951.75
Contract Total C001526	\$2,768,164.62	\$2,898,935.15	\$3,205,951.75