

**Action Requested/Required:**

- ☐ Vote/Action Requested
☒ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Public Works Presenter(s) & Title: Kelly Pendley - Operations Manager

Agenda Item Title:

Discussion of Resurfacing Intergovernmental Agreement with Cherokee County

Summary:

Cherokee County is working with the municipalities on a joint resurfacing project for 2025. This entails each city and the county combining LMIG projects into a single competitive bid to work towards intergovernmental cooperation, reduced mobilization prices, and potentially better bid results. The bids are expected to be back in April and awarded by the Board of Commissioners at that time. Canton has 3.59 miles of local streets to resurface at an estimated cost of \$941,199.89. We also have an optional 0.45 miles of road to resurface at an estimated cost of \$266,042.89.

Budget Implications:

Budgeted? ☒ Yes ☐ No ☐ N/A

Total Cost of Project: \$ 1,207,242.78 Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: LMIG/SPLOST

Staff Recommendations:

Staff plans to ask for additional discussion and possible action on this item at the April 3rd City Council meeting.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No

Attachments:

Draft IGA for Resurfacing
Exhibit A - Road Estimates
Exhibit A-2 Optional Road Estimate

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE RESURFACING AND ROAD REPAIRS FOR
VARIOUS ROADS IN THE CITY OF CANTON**

THIS AGREEMENT entered into between the City of Canton, Georgia, a municipal corporation, lying wholly within Cherokee County, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the County plans on the repair and resurfacing of various roads during its 2025 Resurfacing Program project and the City also desires to provide such repair and resurfacing work within the City, more specifically as depicted and summarized on Exhibit “A” attached hereto; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

SERVICES; FEES

1.1 The County, through its 2025 Resurfacing Program, shall include the resurfacing and road repair work for the various City roads depicted in “Exhibit A” for a distance totaling 3.595 miles (the “Base Work”).

The County shall also include the resurfacing and road repair work for the City roadway depicted in “Exhibit A-2” for a distance totaling 0.405 miles (the “Alternate Work”), dependent on availability of funds.

1.2 The City, shall reimburse the County for the work completed in “Exhibit A” and “Exhibit A-2” (dependent upon availability of funds), in accordance with the amount of work actually completed, per unit prices provided by the County’s contractor, through its 2025 Roadway Program contract. (The estimated cost of base work is \$941,199.89) (The estimated cost of alternate work is \$266,042.89)

1.3 The City shall, during the resurfacing work and within forty-eight (48) hours of the County’s completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the County in writing of any deficiencies in the Work revealed by such inspection.

The County shall address any such deficiencies with its contractor in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have no continued obligation to the City whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, other than the contractor’s specified maintenance period, and the City shall assume all responsibility for maintenance and monitoring of the Work.

1.4 The City shall reimburse the County for the base work actually completed in the amount equal to \$941,199.89, and alternate work actually completed in the amount equal to \$266,042.89 (dependent on availability of funds), and based on the amount of work actually completed and measured, to be paid to the County after June 30, 2025.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until December 31, 2025.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Canton:

Attn: City Manager

City of Canton

110 Academy Street

Canton, Georgia 30114

Cherokee County:

Attn: County Manager

Cherokee County Board of Commissioners

1130 Bluffs Parkway

Canton, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this

Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect to the Project; no member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both

waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

9.

NO THIRD-PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2025.

City of Canton

Cherokee County

By: Bill Grant, Mayor

By: Harry B. Johnston, Chairman

Attest: _____
City Clerk (Seal)

Attest: _____
County Clerk (Seal)

Exhibit A

CITY OF CANTON

				Cost Estimate Prior to Bid	
Pay Items	Description	Qty	Unit	Unit Price	Amount
150-1010	TRAFFIC CONTROL	1	LS	\$ 94,119.99	\$ 94,119.99
210-0200	SHOULDER BUILDING	0	MI	\$ 6,083.20	\$ -
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	22	TN	\$ 190.00	\$ 4,180.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	823	TN	\$ 150.00	\$ 123,450.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	3,605	TN	\$ 150.00	\$ 540,750.00
413-0750	TACK COAT	5,120	GAL	\$ 7.00	\$ 35,840.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	0	TN	\$ 125.00	\$ -
432-0205	MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	0	SY	\$ 4.25	\$ -
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	0	SY	\$ 4.25	\$ -
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	0	SY	\$ 4.25	\$ -
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	27,146	SY	\$ 4.25	\$ 115,370.50
611-8050a	ADJUST MANHOLE WITH RISER	3	EA	\$ 350.00	\$ 1,050.00
611-8050b	ADJUST MANHOLE WITH CONCRETE COLLAR	0	EA	\$ 1,300.00	\$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE	0	EA	\$ 1,500.00	\$ -
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE	0	EA	\$ 2,236.00	\$ -
653-0095	THERMOPLASTIC PVMT MARKING, HANDICAP SYMBOL	0	EA	\$ 700.00	\$ -
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	8	EA	\$ 100.00	\$ 800.00
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	188	LF	\$ 0.91	\$ 171.08
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	21,458	LF	\$ 0.84	\$ 18,024.72
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	433	LF	\$ 9.00	\$ 3,897.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	460	LF	\$ 3.00	\$ 1,380.00
653-2611	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	1,444	GLF	\$ 1.15	\$ 1,660.60
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	64	SY	\$ 5.50	\$ 352.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	28	SY	\$ 5.50	\$ 154.00
654-1000	RAISED PVMT MARKERS TP 1/TP 3	0	EA	\$ 5.00	\$ -
999-9999	SPEED HUMP ARROWS	0	EA	\$ 150.00	\$ -

Total	\$ 941,199.89
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Location No.	Road Name	Beginning Point	Ending Point	Roadway Length (MI)
1	Great Sky Pkwy	SR 140	Roundabout	1.350
2	Fountain Oak Way	Pine Sandy Bank	Parkbrook Way	0.735
3	Laurel Canyon Pkwy	SR 140	Guard Shack	1.510

Total mileage			3.595
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2025 Resurfacing - Canton

Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Roadway Length (MI)	4" Mill & Patch	Pave (mm)	Milling (IN)	Overlay (IN)	Asphalt							
										Paving Width (LF)	Roadway (SY)	Turn Lanes or Additional Cul-de-sacs (SY)	Total (SY)	9.5 mm (#/SY)	9.5 mm (TN)	12.5 mm (#/SY)	12.5 mm (TN)
1	Great Sky	Great Sky Pkwy	SR 140	Roundabout	1.350	x	9.5	P/T	1.5	22	17,693		17,693			165	1,533
2	Great Sky	Fountain Oak Way	Pine Sandy Bank	Parkbrook Way	0.735	x	12.5	P/T	1.5	22	9,499		9,499	165	823		
3	Laurel Canyon	Laurel Canyon Pkwy	SR 140	Guard Shack	1.510	x	12.5	P/T	1.5	24	23,923		23,923			165	2,072
		Totals			3.595										823		3,605

PS Paved Shoulder

P PROFILE MILL

T TRANSITION MILL

Manhole quantities are for inventory purposes only.
MUST BE FIELD VERIFIED for adjustments prior to paving.

Fountain Oak Way does not have existing topping.

2025 Resurfacing - Canton

Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Patching/Tack			Milling	Adjustments	Striping							
					Patching (SY)	Patching (TN)	Tack (GAL)	Profile (SY)	Manhole (EA)	Type 2 Arrows (EA)	6" White Solid (LF)	6" Yellow Solid (LF)	24" white (LF)	8" White (LF)	6" White Skips (GLF)	White (SY)	Yellow (SY)
1	Great Sky	Great Sky Pkwy	SR 140	Roundabout			1,769	12,672	3	2	188	13,360	150	178		31	
2	Great Sky	Fountain Oak Way	Pine Sandy Bank	Parkbrook Way	95	22	959	300					21				
3	Laurel Canyon	Laurel Canyon Pkwy	SR 140	Guard Shack			2,392	14,174		6		8,098	262	282	1,444	33	28
		Totals				22	5,120	27,146	3	8	188	21,458	433	460	1,444	64	28

PS Paved Shoulder

P PROFILE MILL

T TRANSITION MILL

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Fountain Oak Way does not have existing topping.

Exhibit A-2

CITY OF CANTON - ALT

				Cost Estimate Prior to Bid	
Pay Items	Description	Qty	Unit	Unit Price	Amount
150-1010	TRAFFIC CONTROL	1	LS	\$ 26,604.29	\$ 26,604.29
210-0200	SHOULDER BUILDING	0	MI	\$ 6,083.20	\$ -
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	171	TN	\$ 190.00	\$ 32,490.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	0	TN	\$ 150.00	\$ -
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	1,072	TN	\$ 150.00	\$ 160,800.00
413-0750	TACK COAT	1,311	GAL	\$ 7.00	\$ 9,177.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	0	TN	\$ 125.00	\$ -
432-0205	MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	0	SY	\$ 4.25	\$ -
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	0	SY	\$ 4.25	\$ -
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	0	SY	\$ 4.25	\$ -
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	3,802	SY	\$ 4.25	\$ 16,158.50
611-8050a	ADJUST MANHOLE WITH RISER	1	EA	\$ 350.00	\$ 350.00
611-8050b	ADJUST MANHOLE WITH CONCRETE COLLAR	0	EA	\$ 1,300.00	\$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE	0	EA	\$ 1,500.00	\$ -
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE	0	EA	\$ 2,236.00	\$ -
653-0095	THERMOPLASTIC PVMT MARKING, HANDICAP SYMBOL	0	EA	\$ 700.00	\$ -
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	3	EA	\$ 110.00	\$ 330.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	7	EA	\$ 100.00	\$ 700.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	7	EA	\$ 175.00	\$ 1,225.00
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	4,224	LF	\$ 0.91	\$ 3,843.84
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	4,224	LF	\$ 0.84	\$ 3,548.16
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	204	LF	\$ 9.00	\$ 1,836.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	217	LF	\$ 3.00	\$ 651.00
653-2611	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	4,574	GLF	\$ 1.15	\$ 5,260.10
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	25	SY	\$ 5.50	\$ 137.50
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	533	SY	\$ 5.50	\$ 2,931.50

Total	\$ 266,042.89
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Location No.	Road Name	Beginning Point	Ending Point	Roadway Length (MI)
1	Northside Pkwy	SR 20	Northside Cherokee Blvd	0.405

Total mileage			0.405
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2025 Resurfacing - Canton ALT

										Asphalt									Milling	Adjustments
Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Roadway Length (MI)	4" Mill & Patch	Pave (mm)	Milling (IN)	Overla y (IN)	Paving Width (LF)	Roadway (SY)	Turn Lanes or Additional Cul-de-sacs (SY)	Total (SY)	12.5 mm (#/SY)	12.5 mm (TN)	Patching (SY)	Patching (TN)	Tack (GAL)	Profile (SY)	Manhole (EA)
1 ALT		Northside Pkwy	SR 20	Northside Cherokee Blvd	0.405	x	12.5	P/T	1.5	60	12,373		12,373	165	1,072	740	171	1,311	3,802	1
		Totals			0.405										1,072		171	1,311	3,802	1

- PS

Paved Shoulder
- P

PROFILE MILL
- T

TRANSITION MILL

Manhole quantities are for inventory purposes only.MUST BE FIELD VERIFIED for adjustments prior to paving.

Fountain Oak Way does not have existing topping.

2025 Resurfacing - Canton ALT

					Striping									
Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Type 1 Arrow (EA)	Type 2 Arrows (EA)	Type 3 Arrow (EA)	6" White Solid (LF)	6" Yellow Solid (LF)	24" white (LF)	8" White (LF)	6" White Skips (GLF)	White (SY)	Yellow (SY)
1 ALT		Northside Pkwy	SR 20	Northside Cherokee Blvd	3	7	7	4,224	4,224	204	217	4,574	25	533
		Totals			3	7	7	4,224	4,224	204	217	4,574	25	533

PS Paved Shoulder

P PROFILE MILL

T TRANSITION MILL

Manhole quantities are for inventory purposes only.MUST BE FIELD VERIFIED for adjustments prior to pavi

Fountain Oak Way does not have existing topping.