

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: May 12, 2014

Subject: **Discussion of Agreement with DeKalb County for Water Main Replacement**

ITEM DESCRIPTION

Discussion of an Intergovernmental Agreement (IGA) with DeKalb County for a joint project to replace water mains and repave segments of Mount Vernon Road and Chamblee Dunwoody Road and to replace water mains as part of the Tilly Mill at North Peachtree Road Intersection Project

BACKGROUND

DeKalb County has funded a capital program to replace aging asbestos cement water mains throughout the county. A large number of these mains are located in Dunwoody as a result of the era in which much of the city was developed. The city and county have been working to coordinate city paving efforts with county plans for water main replacement so that the mains can be replaced prior to resurfacing of the roadway.

In order to expedite and closely sequence the construction for several large projects the city and county have developed an Intergovernmental Agreement (IGA) that will allow for the work to be bid and contracted as one project. The IGA encompasses work on Mount Vernon Road between Ashford Dunwoody Road and Vernon Oaks Drive, Chamblee Dunwoody Road between Roberts Drive and Cambridge Drive and the Tilly Mill Road at North Peachtree Road intersection improvement project. Under the terms of the IGA the city will advertise the bids, execute a contract for the project and be responsible for the management and cost of the paving. The county will be responsible for overseeing and paying for the work associated with the water main replacement.

RECOMMENDED ACTION

Staff recommends approval of the attached Intergovernmental Agreement with DeKalb County.

STATE OF GEORGIA
CITY OF DUNWOODY

RESOLUTION 2014-XX-XX

**A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF DUNWOODY AND DEKALB COUNTY
FOR WATER MAIN REPLACEMENT AND REPAVING PROJECT**

WHEREAS, the Mayor and City Council are the governing authority of the City of Dunwoody and are charged with the protection of the health, safety and welfare of the citizens of Dunwoody; and

WHEREAS, DeKalb County provides water treatment and distribution and wastewater collection and treatment services to residents of Dunwoody; and

WHEREAS, the County and City desire to cooperatively to effectuate a water main replacement project by the County to coincide with the City's intent to repave certain portions of the City's road network; and

WHEREAS, the City and County desire to enter into an Intergovernmental Agreement, as attached hereto and incorporated herein by reference, to allow the concurrent bidding and award of said project and joint management of project per the terms of the Intergovernmental Agreement in order to accomplish the desired mutual goals; and

WHEREAS, the attached Intergovernmental Agreement has been reviewed by the City Attorney.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody and it is resolved by the authority of said City Council, that by passage of this Resolution the City of Dunwoody Mayor and City Council authorize an Intergovernmental Agreement (IGA) with DeKalb County, as attached hereto and incorporated herein, for Water Main Replacement and Repaving. The Mayor and Council direct the City Manager to send a certified copy of this Resolution to DeKalb County.

SO RESOLVED AND EFFECTIVE, this ____ day of _____, 2014.

Approved:

Michael G. Davis, Mayor

Attest:

Sharon Lowery, City Clerk (Seal)

December 22, 2013

**INTERGOVERNMENTAL AGREEMENT
FOR WATER MAIN REPLACEMENT AND REPAVING PROJECT
BETWEEN
DEKALB COUNTY, GEORGIA AND
THE CITY OF DUNWOODY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia ("County") and the City of Dunwoody, Georgia ("City").

WHEREAS, the County provides water treatment and distribution and wastewater collection and treatment services to residents of Dunwoody, and owns all corresponding water mains and lines within the geographical boundaries of the City; and

WHEREAS, the County and City desire to work cooperatively to effectuate a water main replacement project by the County to coincide with the City's intent to repave certain portions of the City's road network; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to allow the concurrent bidding and award of said project and joint management of project per the terms of this Intergovernmental Agreement in order to accomplish the desired mutual goals; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and the City agree as follows:

Section 1. DeKalb County Department of Watershed Management (DWM) shall provide for the replacement of certain water mains inside the boundaries of the City of Dunwoody, described as follows:

- (a) Mount Vernon Road: The DWM shall provide for the replacement of the existing six inch (6") and twelve inch (12") water main along Mount Vernon Road. The project will include approximately 5,541 feet of 6-inch and 5,541 feet of 12-inch water main, which the County will replace with ductile iron piping. The Water Main replacement will commence approximately 670 feet Southwest of the intersection Nandina Lane and Mount Vernon Road and will follow Mount Vernon Road Northeast to Vernon Oaks Drive. A copy of the Water Main

Replacement Plans for Mount Vernon Road are attached hereto and incorporated herein as **Exhibit A**.

- (b) Chamblee Dunwoody Road: The DWM shall provide for the replacement of the existing six-inch (6") water main along Chamblee Dunwoody Road. The project will impact 7,114 feet of water main extending from the intersection of Mount Vernon Road and Chamblee Dunwoody Road, along Chamblee Dunwoody Road until Cambridge Drive and, separately, from Mount Vernon Road along Nandina Lane to its intersection with Chamblee Dunwoody Road 3,150 feet until Roberts Drive. A copy of the Water Main Replacement Plans for Chamblee Dunwoody Road are attached hereto and incorporated herein as **Exhibit B**.
- (c) North Peachtree Road at Tilly Mill Road and Peeler Road: The DWM shall provide for the replacement of existing six-inch (6") water main along Tilly Mill Road, North Peachtree road and Peeler Road. The project will impact 1,150 feet of water main on Tilly Mill Road extending from 550 feet west to 600 feet east of the intersection with North Peachtree Road. On North Peachtree Road, the project will impact 1,075 feet of water main from 700 feet south of the intersection with Tilly Mill Road to 475 feet north. On Peeler Road, the project will impact the water main from the intersection with North Peachtree Road to 400 feet west. A copy of the water main replacement plans are attached hereto and incorporated herein as **Exhibit C**.

Section 2. Upon completion of each of the Water Main Replacements detailed in Section 1, the City of Dunwoody will immediately mill and resurface with asphalt along the corresponding roadways where the Water Main Replacement has been accomplished.

Section 3. The City and County agree that the City shall bid out the three (3) Water Main Replacement and Resurfacing projects together as one itemized bid in order to provide for the efficient flow and completion of said projects. After execution of this IGA, such bid shall be put together by the City and issued upon completion of the water main replacement design plan by the County. Such bid shall provide details on both parts of the project (water main replacement and resurfacing), including oversight and cost, and include this Intergovernmental Agreement as an exhibit and require contractor's additional adherence to all applicable provisions herein. The County shall approve the bid documents prior to the City's publication and release of the bid. The City will, in accordance with the requirements of all applicable Federal, State, and local law and both the County and City's Purchasing Policies, award the winning bid and enter into a Contract with the winning bidder for the performance of the work, which will include adherence to the applicable terms of this IGA. However, prior to entering a contract, the County shall provide the City with written authorization to accept the winning bid or in the alternative, at the County's sole discretion, it may reject all the bids.

Section 4. The bid, and resulting contract, executed between the City and the winning bidder, shall provide for the project as follows:

December 22, 2013

- (a) The bid shall provide for construction of the Water Main Replacement as described above. The County shall pay the cost of design and construction of the Water Main Replacement portion of the project and shall bear the full oversight responsibility for this portion of the project. Said County responsibility shall be clearly delineated and stated in the bid, shall include the authority to issue a stop work order, at its sole discretion, and the County shall perform said responsibilities on behalf of the City. The bid shall require that the contractor itemize the cost of the two parts of the project and the County shall, upon completion of the work, pay to the City the portion of the cost of the project itemized as design and construction of the Water Main Replacement.
- (b) The City shall pay the cost of resurfacing said streets in accordance with the plans which will be provided as part of the bid as well as the resulting Agreement and will bear the full oversight responsibility for said portion of the project.

Section 5. The term of this Agreement shall begin upon execution of this IGA and shall continue for one year, with an automatic renewal for an additional year if the project delineated herein has not been completed and finalized. This Agreement may be terminated by either party up until final completion of the project, with at least ten (10) days written notice to the other party.

Section 6. All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 1300 Commerce Drive, 6th Floor
 Decatur, Georgia 30030
 (404) 371-4751, Facsimile Number

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030
 (404) 371-3024, Facsimile Number

If to the City: City Manager
 City of Dunwoody
 41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 (678) 382-6701, Facsimile Number

With a copy to: City Attorney
 City of Dunwoody
 41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 (678) 382-6701, Facsimile Number

Section 7. This Agreement may be extended beyond the term delineated herein by mutual written consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority, as indicated in Section 9 below.

Section 8. Neither party shall assign any of the obligations or benefits of this Agreement.

Section 9. This Agreement constitutes the sole contract between the City and the County. The terms, conditions, and requirements of this Agreement may not be modified, except by Amendment. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Amendment shall be enforceable unless approved by official action of the City and County as provided by law or in this Agreement.

Section 10. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

Section 11. This Agreement shall inure to the benefit of, and be binding upon the respective parties' successors.

December 22, 2013

Section 12. 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.

IN WITNESS WHEREOF, DeKalb County and the City of Dunwoody have executed this Agreement through their duly authorized officers.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO FORM:

Viviane H. Ernstes
Deputy County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

James M. Chansler
Director of Watershed Management

[SIGNATURES CONTINUED ON THE NEXT PAGE]

CITY OF DUNWOODY, GEORGIA

Michael G. Davis
Mayor

Sharon Lowery
Municipal Clerk (SEAL)

Approved as to Form:

Staff Attorney