RFP 15-11 Addendum 1

Stream Restoration Construction Services at 1368 Martina Drive

August 14, 2015

In accordance with Appendix C, "Intergovernmental Agreement for Bunky Way Stream Repair Project between DeKalb County, Georgia and the City of Dunwoody, Georgia," dated June 23, 2015 and incorporated into the Contract Documents, the project will be a coordinated effort between DeKalb County and the City of Dunwoody to provide stabilization to the Sanitary Sewer, make improvements to the storm water system, and correct private property damages. The contract will be with the City of Dunwoody and the City will be the lead agency for overall project coordination. The DeKalb County Department of Watershed Management will be providing funding to the City and approval of both contractor bid and contractor final contract. (Appendix C Attached)

April 23, 2015

INTERGOVENMENTAL AGREEMENT FOR BUNKY WAY STEAM REPAIR 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 City desires to repair and stabilize a section of stream and the County has a sewer main in the geographical boundaries of the City along the east bank of that stream that is in danger of being compromised by the stream erosion; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to allow the repair and stabilization of the stream to share equally in the construction costs of the project per the terms of this Intergovernmental Agreement in order to accomplish the desired mutual goal; 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. The City has plans to repair and stabilize a section of stream from the culvert crossing at Bunky Way to 200 feet north. The City has completed a design attached, hereto as Exhibit A, and obtained the required permits for the stream bank repair. The County has a sewer main along the east bank of the creek that is in danger of being compromised by the stream erosion. As such the County has agreed to share equally in the construction cost of this project.

Section 2. After execution of this IGA, such bid shall be put together and issued by the City. Such bid shall provide project details, including oversight and cost, and include this Intergovernmental Agreement as an exhibit and require contractor's additional adherence to all applicable provisions herein. 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.

Section 3. The bid shall provide for construction as shown in the attached plans (which shall also be attached to the Bid and the final contract). The City shall be responsible for the cost of the design, bidding and oversight of the construction. 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 City and County shall share equally in the cost of construction. The County shall, upon execution of the construction contract , pay to the City the first payment in the amount of one fourth of the total contract amount. Upon completion of the work, the County shall pay to the City another payment in the amount of one fourth of the total contract amount. Any changes to the work after the contract has been executed will require written approval of the County prior to any amendment of the contract by the City. At the completion of the project, the City and County agree to reconcile their respective costs so that each party shares equally in the final cost of the construction.

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

Section 10. 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 either the County or the City, 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 11. 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 12. This Agreement shall inure to the benefit of, and be binding upon the respective parties' successors.

Section 13. 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

6/16/15

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

Viviane H. Ernstes
Deputy County Attorney
DeKalb County,
Georgia

APPROVED AS TO SUBSTANCE:

_____
Charles Lambert
Interim Director of Watershed Management

[SIGNATURES CONTINUED ON THE NEXT PAGE]

CITY OF DUNWOODY, GEORGIA

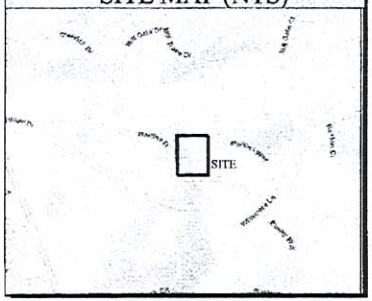
Michael G. Davis
Mayor

Sharon Lowery
Municipal Clerk (SEAL)

Approved as to Form:

Staff Attorney

SITE MAP (NTS)



SITE LOCATION MAP
NOT TO SCALE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DEKALB COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13089C0005H, EFFECTIVE DATE MAY 7, 2001 AND FOUND NO PORTIONS OF THE SUBJECT AREA SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "A" (AREAS OF 100 YEAR FLOOD).

CONSTRUCTION SCHEDULE:

	WEEK											
	1	2	3	4	5	6	7	8	9	10	11	12
1. PLACE SEDIMENT AND SEDIMENTATION CONTROLS, SEPTICS AND MAINTAIN												
2. INSTALL CONSTRUCTION AND DRAINAGE IMPROVEMENTS												
3. REMOVE INTERIM MEASURES AND CONSTRUCTION EXIT												
4. REPAIR LANDSCAPING AND GRADING												

Sediment and erosion control measures to be inspected daily

SITE DATA:

SITE ADDRESS: 1638 MARTINA DRIVE
DUNWOODY, GA 30338

TOTAL SITE AREA: 0.36 ACRES
TOTAL DISTURBED AREA: 0.36 ACRES

811
Know what's **below.**
Call before you dig.

DEKALB COUNTY NOTES:

1. ALL DESIGN AND CONSTRUCTION FOR WATER, SEWER, FIRE LINES, LIFT STATIONS AND BACKFLOW PREVENTION SHALL COMPLY WITH DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT DESIGN STANDARDS 2006 EDITION, VERSION 1.0.
2. TO PURCHASE A COPY OF THE ABOVE-MENTIONED DESIGN STANDARDS, PLEASE CALL (770) 414-2383 OR (770) 821-7272.
3. DEVELOPER SHALL PROVIDE RECORD DRAWINGS "AS-BUILT PLANS" AND "FINAL PLATS" (IF APPLICABLE) IN HARD COPY AND ELECTRONIC (AUTOCAD OR MICROSTATION FORMAT), AS WELL AS RECORD ALL EASEMENTS THAT WILL BE DEDICATED TO DEKALB COUNTY IN THE COURT HOUSE, PRIOR TO OBTAINING THE CERTIFICATE OF OCCUPANCY/COMPLETION.
4. FIRE LINES, P.O.L., BACKFLOW PREVENTION, AND LIFT STATIONS REQUIRE A SEPARATE REVIEW.
5. FIELD CHANGES DURING CONSTRUCTION MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COUNTY ENGINEER.
6. CONTRACTOR MUST JET CLEAN AND TV SANITARY SEWER LINES AFTER CONNECTIONS ARE MADE TO THE EXISTING SEWER RE-IN POINTS. TRACER WIRE TO BE INSTALLED FOR PVC PIPES.
7. CONTRACTOR MUST NOTIFY WATER AND SEWER CONSTRUCTION INSPECTOR AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

DISTRICT 15:	LONNIE KELLEY	(404) 371-2149
DISTRICT 16:	DAVID O'BRIEN	(404) 687-4050
DISTRICT 18 (NW):	MORGER McGUIRE	(404) 687-4060
DISTRICT 18 (MIDDLE):	MIGO FAVORS	(404) 371-2135
DISTRICT 18 (EAST):	MARCELIN DENIS	(404) 371-2110

SITE DATA:

TOTAL PROJECT SITE AREA	0.36 ACRES
TOTAL DISTURBED AREA	0.36 ACRES
DISTRICT	18th
LAND LOT	379
PARCEL NUMBER	18 379 01 140
SITE ADDRESS	1368 MARTINA DRIVE

GENERAL NOTES:

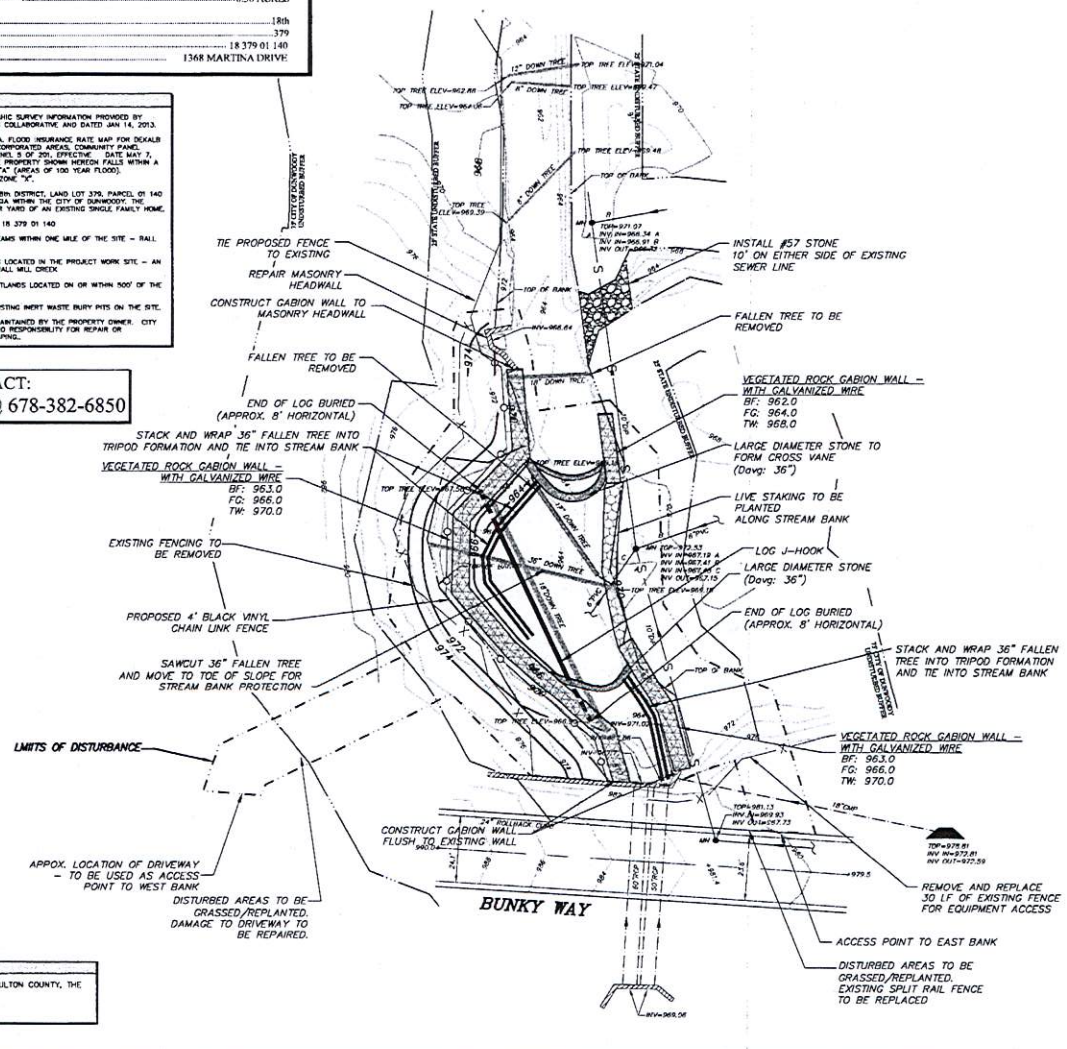
1. BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION PROVIDED BY PLANNERS AND ENGINEERS COLLABORATIVE, AND DATED JAN 14, 2013.
2. ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DEKALB COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13089C0005H, PANEL 5 OF 201, EFFECTIVE DATE MAY 7, 2001, NO PORTION OF THE PROPERTY SHOWN HEREON FALLS WITHIN A DESIGNATED FLOOD ZONE "A" (AREAS OF 100 YEAR FLOOD). PROPERTY LIES IN FLOOD ZONE "X".
3. SITE IS LOCATED IN THE 18th DISTRICT, LAND LOT 379, PARCEL 01 140 IN DEKALB COUNTY, GEORGIA WITHIN THE CITY OF DUNWOODY. THE PROJECT SITE IS THE REAR YARD OF AN EXISTING SINGLE FAMILY HOME.
4. THE PARCEL NUMBER IS: 18 379 01 140
5. THERE ARE SEPARATE STREAMS WITHIN ONE MILE OF THE SITE - BALL MILL CREEK (FC).
6. THERE ARE STATE WATERS LOCATED IN THE PROJECT WORK SITE - AN UNNAMED TRIBUTARY TO BALL MILL CREEK
7. THERE ARE NO KNOWN WETLANDS LOCATED ON OR WITHIN 500' OF THE SITE.
8. THERE ARE NO KNOWN EXISTING INERT WASTE BURY PITS ON THE SITE.
9. LANDSCAPING SHALL BE MAINTAINED BY THE PROPERTY OWNER. CITY OF DUNWOODY ASSUMES NO RESPONSIBILITY FOR REPAIR OR MAINTENANCE OF LANDSCAPING.

24 HOUR CONTACT:
DAVID ELLIOTT, P.E. @ 678-382-6850

SOILS INFORMATION

ACCORDING TO NRCS SOIL SERIES MAPS FOR FULTON COUNTY, THE EXISTING SOILS ON SITE CONSIST OF:

Ca - Cartecay Silt Loam, Frequently Flooded



1368 MARTINA DRIVE
A STREAM BANK RESTORATION PROJECT
THE CITY OF DUNWOODY
41 PERIMETER CENTER EAST, SUITE 250
DUNWOODY, GEORGIA 30346
PHONE: 678-384-6700

CITY OF DUNWOODY
DEKALB COUNTY
GEORGIA

LL 379
18th DISTRICT

"WE PROVIDE SOLUTIONS"
PLANNERS AND ENGINEERS COLLABORATIVE
SITE PLANNING ▪ LANDSCAPE ARCHITECTURE ▪ CIVIL ENGINEERING ▪ LAND SURVEYING
330 RESEARCH COURT ▪ NORCROSS, GEORGIA 30092 ▪ (770)449-2714 ▪ FAX (770)449-2715 ▪ WWW.PECATL.COM

REVISIONS:

NO.	DATE	BY	DESCRIPTION
-1	2/17/2013	KL	CITY OF DUNWOODY COMMENTS
-2	8/19/2013	KL	CITY OF DUNWOODY COMMENTS

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SHEET TITLE
GRADING PLAN

0 10 20 40 60

SCALE: 1" = 20'
DATE: Jan. 14, 2013
PROJECT: 12207.00

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED PROFESSIONAL ENGINEER JAMES S. TEWES
9/25/13

GSWCC LEVEL II DESIGN PROFESSIONAL
CERTIFICATION # 0000000174 EXP. 06/03/2014

2
SHEET