



**SUBJECT: L STREET RECONSTRUCTION AND DRAINAGE IMPROVEMENTS –
INTERGOVERNMENTAL AGREEMENT WITH BRUNSWICK-GLYNN JOINT
WATER AND SEWER COMMISSION**

COMMISSION ACTION REQUESTED ON: January 16, 2019

PURPOSE:

Approval of an Intergovernmental Agreement (IGA) with the Brunswick-Glynn Joint Water and Sewer Commission (BGJWSC) for the L Street Reconstruction and Drainage Improvements project to improve the water distribution system on L Street between Martin Luther King, Jr. Boulevard and Stacy Street

HISTORY:

L Street is a very heavily travelled east-west corridor through the City of Brunswick. Due to its alignment with the Torras Causeway, L Street is a major traffic route between Newcastle Street (US Hwy 341) and St. Simons Island. The L Street corridor between Martin Luther King, Jr. Boulevard and Putnam Street includes a mixture of commercial, industrial, and residential property along the right-of-way.

The water distribution system along L Street consists of 4-inch, 6-inch, and 8-inch distribution mains between MLK Boulevard and Stacy Street serving all of the fire hydrants and many individual water services along the L Street Corridor. These mains are old, and in constant danger of leaks and other maintenance issues. BGJWSC is interested in replacing these smaller mains with a new 12-inch distribution main which will serve the hydrants and all existing services and other connections along L Street. The new, improved distribution system will provide better water flow for fire protection and drinking water in this area of the city. The new water line will also reduce the risk of leaks and the need to excavate the newly constructed roadway for repairs.

FACTS AND ISSUES:

The City Engineer and BGJWSC staffs have worked closely with EMC Engineering to design the project including storm drainage, roadway, and water utility improvements. All three aspects of the project will be completed during a single disturbance of the project area. The water utility portion of the design has been financed by BGJWSC through an IGA for the project design.

The water utility construction portion of this project is included as part of the overall L Street Reconstruction project. Georgia Asphalt Producers will install the water utility improvements at the same time as the storm drainage and roadway improvements. BGJWSC project inspection staff will oversee the water utility construction portion of the project, and City Engineering staff will oversee the storm drainage and roadway improvements.

BUDGET INFORMATION:

During the design of the project, the scope of work was split into two divisions. Division I items are the City of Brunswick responsibility and includes storm drainage improvements and roadway improvements. Division II items are the responsibility of BGJWSC and include the water utility improvements. Other miscellaneous items such as traffic control, erosion and sedimentation control, and other various items have been divided equally among the two divisions.

Based on the contractor's bid received, the total cost of the Division II items is \$1,000,890.00. This cost is referenced in the attached IGA, and will be paid by BGJWSC. Any contract modifications will be split among the two divisions in the same manner as this original contract.

OPTIONS:

1. Authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for the construction of water utility improvements included in the L Street Reconstruction project pending approval of the City Attorney.
2. Do not authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for the construction of water utility improvements included in the L Street Reconstruction project pending approval of the City Attorney.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

1. Authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for the construction of water utility improvements included in the L Street Reconstruction project pending approval of the City Attorney.

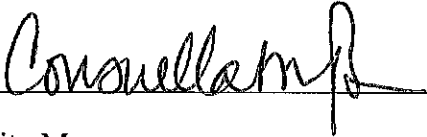
DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., City Engineer

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

1. Authorize the Mayor to sign an Intergovernmental Agreement with BGJWSC for the construction of water utility improvements included in the L Street Reconstruction project pending approval of the City Attorney.



City Manager

1-8-19

Date

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF BRUNSWICK, GEORGIA
AND
BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), is made and entered into as of the ____ day of _____, 2019, by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City") and **THE BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION**, a body corporate and politic, acting by and through its duly elected Board of Commissioners (hereinafter the "JWSC").

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the JWSC is a body corporate and politic created by the General Assembly of the State of Georgia pursuant to an act approved April 19, 2006, (Ga. L. 2006, p. 3661), as amended by: (i) an act of the General Assembly of the State of Georgia approved April 11, 2012 (Ga. L. 2012, p. 5287); and (ii) an act of the General Assembly of the State of Georgia approved March 31, 2016 (Ga. L. 2016, page 3523) (hereinafter collectively referred to as the "Act"), for

the purpose of, inter alia, operating the combined water and sewer systems (“Unified System”) of the City and County; and

WHEREAS, the City and JWSC are desirous to enter into this Agreement to complete the work set forth below; and

WHEREAS, L Street is located within the City limits between Martin Luther King, Jr. Boulevard and Stacy Street, and is a main thoroughfare for east-west traffic through the City, a map identifying the L Street project area is attached hereto as Exhibit “A”; and

WHEREAS, potable water service to the residences and businesses along L Street is provided by JWSC;

WHEREAS, L Street is in disrepair and in need of resurfacing as well as drainage improvements to alleviate flooding problems and the water supply pipes providing potable water service under L Street are aged and in danger of failure and in need of replacement; and

WHEREAS, the City entered a contract with EMC Engineering Services, Inc. (hereinafter the “EMC”) to provide survey and design services for the L Street roadway and storm drainage improvements; and

WHEREAS, in order to complete all necessary repairs to L Street, including the water lines, storm drainage, and resurface the roadways, an amendment to the City’s Agreement with EMC was executed dated February 7, 2018; and

WHEREAS, the cost of the contract agreement modification for water utility design services was made the responsibility of BGJWSC as specified in an Intergovernmental Agreement between the City and BGJWSC executed February 7, 2018; and,

WHEREAS, the City has obtained bids for construction of the L Street Reconstruction project including storm drainage, roadway, and water utility improvements as designed by EMC per the City's procurement guidelines; and

WHEREAS, the City and JWSC have determined that it is to the mutual advantage and benefit of each of the Parties to share the prorated costs of the construction as designated in the project summary of quantities (attached as Exhibit B); and

WHEREAS, it is the desire of the signatories hereto to enter into this cost-sharing Agreement for construction services pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

Section 1. Purpose

This Agreement outlines a cost-sharing arrangement between the parties for the purpose of the completion of the services by Georgia Asphalt Producers for the Project.

Section 2. Term

The term of this Agreement shall be from the date last signed by the parties until 60 days following the final review and acceptance of Georgia Asphalt Producers' completed services by the City and JWSC.

Section 3. Responsibilities

The City shall be responsible for managing the contract with Georgia Asphalt Producers and monitoring and directing the performance of Georgia Asphalt Producers' work under such contract. The parties understand and agree that of the Parties to this Agreement; only the City shall enter into a contract with Georgia Asphalt Producers to

complete the services. City and JWSC shall be responsible for ensuring that Georgia Asphalt Producers performs and completes the services related to each Parties respective portion of the Project in conformance and consistent with the standards generally recognized as being employed by professionals in the same discipline.

Each Party shall be responsible for contributing the amount of money specified in Section 4, Cost Sharing. Each party shall also be responsible for coordinating information requests from the other party to this agreement in a timely manner. JWSC shall receive duplicate original copies of any and all reports, studies, drawings, plans, data, designs, specifications, calculations, findings, and other documents and materials furnished to City by Georgia Asphalt Producers pertaining to the services (hereinafter referred to "Instruments of Service"). City shall ensure that Georgia Asphalt Producers furnishes JWSC with duplicate original copies of all such Instruments of Service at the same time that they are submitted to City and that the City and JWSC are the owners of the Instruments of Service, which City and JWSC can use and/or reproduce in any manner that they deem appropriate consistent with such ownership. Completion and acceptance of the services and Instruments of Service performed by Georgia Asphalt Producers are subject to the final acceptance and approval of both City and JWSC.

Section 4. Cost Sharing

The Parties hereby agree that the City will pay all costs associated with Division I (Storm Drainage and Roadway Improvements) portion of the contract, and JWSC will pay all costs associated with the Division II (Water Utility Improvements) portion of the contract. A copy of the agreement between the City and Georgia Asphalt Producers is attached hereto as Exhibit "C." Should Georgia Asphalt Producers' total costs for the

original services agreement or the service amendment be less for whatever reason, City and JWSC's contributions under this Agreement shall be reduced accordingly.

Georgia Asphalt Producers shall invoice the costs directly to the City. Upon receiving a pay application for Division II items from Georgia Asphalt Producers, the City shall forward the application to the JWSC for the payment of the Division II application. JWSC shall be responsible for verification of all payment quantities, and verification that all items were installed in accordance with JWSC standards and specifications. The payment application shall be revised as necessary, and JWSC shall be responsible for paying the total amount listed on the corrected Division II payment application from Georgia Asphalt Producers. The JWSC shall remit its portion of the application payment directly to City within thirty (30) business days of receipt of a properly certified application from Georgia Asphalt Producers. The City shall pay the full amount of the invoice to Georgia Asphalt Producers once the JWSC's payment has been received and processed. The JWSC shall not unreasonably withhold or delay payment of its portion of the invoice.

Unless otherwise approved and agreed to in writing by both the City and JWSC through an amendment to this Agreement, the total of all costs and expenses for the service agreement, whether due and payable to EMC or to another party or individual, shall not to exceed the \$1,000,890 referenced above in this Paragraph 4. However, in the event that both the City and JWSC mutually agree in writing to increase the costs of the services beyond the \$1,000,890 referenced above, the City and JWSC will bear the excess costs in the same manner and under the same agreement as set forth herein.

The cost sharing percentages between the City and JWSC referenced above have been incorporated into this Agreement as a means of allocating Georgia Asphalt Producers costs for the services between City and JWSC, and are not intended, nor shall they be construed, as an indication or agreement amongst the parties hereto that the physical location of any future work on the L Street Reconstruction, and/or the costs thereof, will be based or established on any similar percentage or cost sharing formula.

Section 5. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to City of Brunswick, Georgia:

City of Brunswick, Georgia
Attn: City Manager
City Hall
601 Gloucester Street
Brunswick, Georgia 31320

If to Joint Water & Sewer
Commission:

Brunswick-Glynn Joint Water &
Sewer Commission
Attn: JWSC Executive Director
1703 Gloucester Street
Brunswick, Georgia 31520

Section 6. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the JWSC and the City with respect to the subject matter hereof. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 7. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the JWSC and the City.

Section 8. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 9. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 10. Compliance with Law

The JWSC and the City shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 11. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 12. Counterparts

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.

Section 13. Mediation

The JWSC and the City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, Brunswick-Glynn Joint Water and Sewer Commission, and the City of Brunswick, Georgia, have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Cornell L. Harvey, Mayor
City of Brunswick

Attest: _____
Naomi Atkinson, City Clerk

BRUNSWICK-GLYNN JOINT WATER & SEWER COMMISSION:

(SEAL)

By: _____
Jimmy Junkin, Executive Director
Brunswick-Glynn Joint Water & Sewer Commission

Attest: _____
Janice Meridith, Executive Commission Admin.

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
Miscellaneous					
1	Mobilization	JOB	LS	42,000.00	42,000.00
2	Clearing	JOB	LS	5,000.00	5,000.00
3	Grading Complete	JOB	LS	225,000.00	225,000.00
4	Remove and Replace Unsuitable Material	2000	CY	24.00	48,000.00
5	Traffic Control	JOB	LS	10,000.00	10,000.00
Subtotal					330,000.00
Erosion and Sedimentation Control					
1	Temporary Construction Exit	2	EA	\$2,200.00	4,400.00
2	Construct and Remove Inlet Sediment Trap	21	EA	200.00	4,200.00
3	Maintenance of Inlet Sediment Trap	21	EA	100.00	2,100.00
4	Temporary Silt Fence - NS	1000	LF	3.00	3,000.00
5	Maintenance of Temp Silt Fence - NS	1000	LF	1.50	1,500.00
6	Temporary Grassing	6500	SY	0.30	1,950.00
7	Permanent Grassing	8000	SY	0.50	4,000.00
Subtotal					21,150.00
Storm Drainage					
1	Storm Drain Pipe, 18" RCP	440	LF	68.00	29,920.00
2	Storm Drain Pipe, 24" RCP	2200	LF	77.00	169,400.00
3	Storm Drain Pipe, 30" RCP	65	LF	100.00	6,500.00
4	Catch Basin, Type A	3	EA	3,200.00	9,600.00
5	Catch Basin, Type B	32	EA	3,200.00	102,400.00
6	Catch Basin, Type C	5	EA	3,200.00	16,000.00
7	Storm Manholes	7	EA	2,550.00	17,850.00
8	Flared End Section, 24"	1	EA	2,500.00	2,500.00
9	Stone Dumped Rip Rap, Type 3, 18 Inch	15	SY	100.00	1,500.00
10	Underdrain Pipe, Incl Drainage Aggr 4"	1000	LF	57.00	57,000.00
11	Remove Existing Storm Line	415	LF	10.00	4,150.00
12	Remove Existing Storm Structure	30	EA	250.00	7,500.00
13	Flowable Fill for Storm Lines	750	LF	12.00	9,000.00
Subtotal					433,320.00
Roadway					
1	Graded Aggr Base Crs, 8 Inch	16,400	SY	18.40	301,760.00
2	Asphalt Conc 19 MM Superpave (3 Inch)	16,400	SY	16.00	262,400.00
3	Asphalt Conc 9.5 MM Superpave (1 1/2 Inch)	16,400	SY	8.00	131,200.00
4	Bituminous Tack Coat	1,640	GAL	3.00	4,920.00
5	Adjust Tops of Existing Inlets, Manholes, and Valve Boxes	20	EA	200.00	4,000.00
6	24" Curb and Gutter	9,900	LF	12.00	118,800.00
7	Concrete Pavement, 8 Inch	75	SY	72.00	5,400.00
8	Concrete Driveways and Sidewalks (6")	280	SY	54.00	15,120.00
9	Concrete Sidewalk (4")	310	SY	36.00	11,160.00
Subtotal					854,760.00
Signing and Marking					
1	Thermoplastic Solid Traf Stripe, 5" Yellow	9500	LF	0.45	4,275.00
2	Thermoplastic Solid Traf Stripe, 8" White	2200	LF	0.75	1,650.00
3	Thermoplastic Solid Traf Stripe, 18" White	250	LF	4.00	1,000.00
4	Thermoplastic Solid Traf Stripe, 24" White	60	LF	5.00	300.00
5	Permanent Traffic Signs	JOB	LS	4,000.00	4,000.00
6	Pedestrian Hybrid Beacon	2	EA	12,500.00	25,000.00
Subtotal					36,225.00
Total					1,675,455.00
Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
Alternate					
1	Full Depth Reclamation of Roadway	JOB	LS	188,640.00	188,640.00

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
Miscellaneous					
1	Mobilization	JOB	LS	35,000.00	35,000.00
2	Clearing	JOB	LS	6,500.00	6,500.00
3	Traffic Control	JOB	LS	10,000.00	10,000.00
Subtotal					51,500.00
Erosion and Sedimentation Control					
1	Temporary Construction Exit	1	EA	2,200.00	2,200.00
2	Construct and Remove Inlet Sediment Trap	21	EA	200.00	4,200.00
3	Maintenance of Inlet Sediment Trap	21	EA	100.00	2,100.00
4	Temporary Silt Fence - NS	1000	LF	3.00	3,000.00
5	Maintenance of Temp Silt Fence - NS	1000	LF	1.50	1,500.00
6	Temporary Grassing	6500	SY	0.30	1,950.00
7	Permanent Grassing	8000	SY	0.50	4,000.00
Subtotal					18,950.00
Water System					
1	2" PVC Watermain	140	LF	40.00	5,600.00
2	4" PVC Watermain	70	LF	42.00	2,940.00
3	6" PVC Watermain	490	LF	48.00	23,520.00
4	8" PVC Watermain	120	LF	51.00	6,120.00
5	10" PVC Watermain	80	LF	54.00	4,320.00
6	12" PVC Watermain	5,000	LF	57.00	285,000.00
7	2" Valve in Box	5	EA	3,150.00	15,750.00
8	4" Valve in Box	1	EA	4,350.00	4,350.00
9	6" Valve in Box	8	EA	6,000.00	48,000.00
10	8" Valve in Box	4	EA	6,500.00	26,000.00
11	10" Valve in Box	1	EA	6,800.00	6,800.00
12	12" Valve in Box	24	EA	7,000.00	168,000.00
13	6" Fire Hydrant Assembly	9	EA	6,500.00	58,500.00
14	1 1/2" Service Lateral	40	LF	1,250.00	50,000.00
15	1" Meter Assembly	3	EA	1,800.00	5,400.00
16	Flowable Fill for Watermains	8400	LF	15.00	126,000.00
17	Concrete Pavement, 8 Inch	75	SY	72.00	5,400.00
18	Concrete Driveways and Sidewalks (6")	310	SY	54.00	16,740.00
19	Concrete Sidewalk (4")	2,000	SY	36.00	72,000.00
Subtotal					930,440.00
Total					1,000,890.00
Roadway, Drainage & Water System Improvements					Total \$ 2,676,345.00
TOTAL					2,676,345.00

Roadway & Water Imp. Total \$2,676,345.00
 Alternate: Full Depth Total 188,640.00