

MEMORANDUM

To: Mayor and City Council
From: Carl Thomas, Stormwater Manager
Date: June 15th, 2020
Subject: Approval of Contract Extension for Stormwater Easement Acquisition Services

BACKGROUND

The City's three-year contract with Sustainable Water Planning and Engineering (SWPE) for Stormwater Easement Acquisition Services expired on April 26th, 2020. For continuity of service until all outstanding easement agreements are signed and executed, SWPE has agreed to a six-month extension at the current contract rates through October 30th, 2020.

RECOMMENDED ACTION

Staff requests authorization to extend existing stormwater easement acquisition contract with Sustainable Water Planning and Engineering an additional 6 months through October 30th, 2020. Costs for this service would be funded from the Stormwater Repairs and Maintenance budget.

**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND SUSTAINABLE WATER
PLANNING & ENGINEERING, LLC**

This Agreement (the "Agreement") is made this 12th day of May, 2017, by and between Sustainable Water Planning & Engineering, LLC (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing design services and the necessary staff and depth of resources to complete the professional services required for this project as specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

WHEREAS, the City of Dunwoody solicited a scope of services for RFP 17-03 Stormwater Easement Acquisition Services for the Department of Public Works for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the standards set forth in the Deliverables, together with the foregoing proposal made by the Contractor and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Public Works Director or his representative. The Scope of Services is referenced, attached and incorporated herein as Exhibit A; and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required Stormwater Easement Acquisition Services project as described in its entirety to the specifications as directed by the Public Works Director or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. In consideration for Services, Dunwoody shall pay to Company a fee as per attached Pricing Proposal. .

b. Manner of Payment The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the project as described in the Proposal, but in any event no later than December 31, 2017. If the Project has not been completed by December 31, 2017, this Agreement shall automatically renew for an additional one-year or part of the year necessary to conclude the project unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written thirty (30) days' notice to Company. **Contract may be extended to April 26, 2020.**