

12-R-1058
(Do Not Write Above This Line)

A RESOLUTION
BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ITEM AGREEMENT AND A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS ON NORTHSIDE DRIVE IN CONJUNCTION WITH GADOT PROJECT #00004166: NORTHSIDE DRIVE SAFETY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED FOURTEEN MILLION, FIVE HUNDRED TWENTY-THREE THOUSAND, EIGHT HUNDRED NINETY-EIGHT DOLLARS AND NO CENTS (\$14,523,898.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER & WASTEWATER BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002(FACILITIES OTHER THAN BUILDINGS) 4440000 (DISTRIBUTION) AND PROJECT AWARD TASK ORGANIZATION AND ACCOUNT AND EXPENDITURE NUMBER 17102663 (NORTH AREA MAIN IMPROVEMENTS) 103 (TASK) 506621876 (2009A WATER & WASTEWATER BOND FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS) COA; AND FOR OTHER PURPOSES.

ADOPTED BY

SEP 04 2012

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

City Utilities

Date *August 28 2012*

Chair *Mark G. ...*

Action Fav, Adv, Hold (see rev. side)
Other _____

Members

[Signatures]

Refer To

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)
Other _____

Members

Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RC Vote

CERTIFIED

CERTIFIED
SEP 04 2012

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

SEP 04 2012

CERTIFIED

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

SEP 13 2012

WITHOUT SIGNATURE
BY OPERATION OF LAW



CITY COUNCIL
ATLANTA, GEORGIA

12- R -1058

A RESOLUTION
BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ITEM AGREEMENT AND A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS ON NORTHSIDE DRIVE IN CONJUNCTION WITH GADOT PROJECT #0004166: NORTHSIDE DRIVE SAFETY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED FOURTEEN MILLION, FIVE HUNDRED TWENTY-THREE THOUSAND, EIGHT HUNDRED NINETY-EIGHT DOLLARS AND NO CENTS (\$14,523,898.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER & WASTEWATER BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002(FACILITIES OTHER THAN BUILDINGS) 4440000 (DISTRIBUTION) AND PROJECT AWARD TASK ORGANIZATION AND ACCOUNT AND EXPENDITURE NUMBER 17102663 (NORTH AREA MAIN IMPROVEMENTS) 103 (TASK) 506621876 (2009A WATER & WASTEWATER BOND FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS) COA; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Transportation (“GADOT”) will make safety improvements along State Route 3 (“Northside Drive”) via GADOT Project #0004166 Northside Drive Safety Improvements; and

WHEREAS, the City of Atlanta (“City”) Department of Watershed Management (“Department”) has an existing 20-inch water main located at Northside Drive, which is included in the Department’s Capital Improvement Project (“CIP”): North Area Water Main Improvements; and

WHEREAS, the City must make adjustments or replacements of water facilities and appurtenances (“Water System Improvements”) as required to maintain proper water service for the City of Atlanta’s Water System in conjunction with Northside Drive Safety Improvements Project #0004166; and

WHEREAS, the completing City’s CIP construction would present a conflict with the construction of GADOT Project and the relocation the Department of Watershed Management’s facilities, the staging of construction, the acquisition of property for easements, and other state utility and environmental permitting, can be included in GADOT Northside Drive Safety Improvements Project #0004166; and

WHEREAS, by including the Department’s scope of work for Capital Improvement Project: North Area Water Main Improvements into the GADOT Northside Drive Safety Improvements Project #0004166, the City gains the benefit of eliminating or reducing costs associated with property acquisition for construction easements, traffic control,



erosion and sedimentation control, and asphalt pavement or concrete sidewalk restoration; and

WHEREAS, the estimated cost of the required Water System Improvements is Fourteen Million, Five Hundred Twenty-Three Thousand, Eight Hundred Ninety-Eight Dollars and No Cents (\$14,523,898.00); and

WHEREAS, the Department of Watershed Management and the GADOT have determined that the most effective and economical method of constructing the City's required waterline is to include the construction as a portion of the GADOT Northside Drive Safety Improvements Project #0004166; and

WHEREAS, sufficient funds are available for the City's portion of the cost of the project from Fund Department Organization and Account Number 5066 (2009A Water & Wastewater Bond Fund) 170408 (DWM Drinking Water Engineering Service) 5414002 (Facilities other than Buildings) 4440000 (Distribution).

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Mayor or designee be and is hereby authorized to execute an Contract Item Agreement with the State of Georgia Department of Transportation (GADOT) in substantial form as the agreement attached hereto as Exhibit "A" and a Memorandum of Understanding attached hereto as Exhibit "B" for construction of a portion of the GADOT Northside Drive Safety Improvements Project #0004166 in an amount not to exceed Fourteen Million, Five Hundred Twenty-Three Thousand, Eight Hundred Ninety-Eight Dollars and No Cents (\$14,523,898.00).

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an Appropriate Agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that this Agreement will not become binding on the City and the City will incur no liability or obligation under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to GADOT.

BE IT FINALLY RESOLVED, that all services for said contracted work shall be charged to and paid from the Fund Department Organization and Account Number 5066 (2009A Water & Wastewater Bond Fund) 170408 (DWM Drinking Water Engineering Service) 5414002 (Facilities other than Buildings) 4440000 (Distribution) and Project Award Task Organization and Account and Expenditure Number 17102663 (North Area Main Improvements) 103 (Task) 506621876 (2009A Water & Wastewater Bond Fund) 5414002 (Facilities other than Buildings) COA.

A true copy,

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

September 04, 2012
September 13, 2012

Deputy Municipal Clerk



Exhibit "A"

Account No. – Class: 733005 – 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
GDOT Contract ID No.: CS00UUTL120557
CONTRACT ITEM AGREEMENT

Georgia Project No.: STP00-0004-00(166), Fulton County
G.D.O.T. P.I. No.: 0004166

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and City of Atlanta, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to make safety improvements along State Route 3/Northside Drive and at City Street 53/Collier Road and signal improvements at City Streets 364, 38, 6 and 135 in Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.



STANDARD UTILITY AGREEMENT CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY of any discrepancies or potential problems identified by the DEPARTMENT or the Contractor. The DEPARTMENT agrees to direct its Contractor to take corrective actions as applicable to ensure the work is completed in accordance with the plans and specifications. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection and testing by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate is \$14,523,898.00 based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear \$0.00 and the LOCAL AGENCY shall bear \$14,523,898.00.



STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.



STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY: City of Atlanta

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
MAYOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS __ DAY
OF _____, 20_____.

Notary Public
My commission expires:

Signed on behalf of City of Atlanta pursuant to resolution
dated _____.

FEIN _____

BY: _____
CITY CLERK
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED: _____

BY: _____
STATE UTILITIES ENGINEER

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: STP00-0004-00(166)
COUNTY: Fulton
G.D.O.T. P.I. NO.: 0004166
DATE: May 18, 2012 PA

Signed, sealed and delivered this _____
day of _____, 20_____.

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL



STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

CITY OF ATLANTA

BE IT RESOLVED by the Mayor and the City Council of the City of Atlanta, and it is hereby resolved, that the foregoing attached Agreement, relative to project STP00-0004-(166), P.I. No. 0004166, to make safety improvements along State Route 3/Northside Drive and at City Street 53/Collier Road and signal improvements at City Streets 364, 38, 6 and 135 in Fulton County, Georgia, and that Kasim Reed as Mayor and Rhonda Johnson, as Municipal Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said MAYOR and CITY COUNCIL of the City of Atlanta.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

MUNICIPAL CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF ATLANTA

I, Rhonda Johnson, as Municipal Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR and COUNCIL of CITY OF ATLANTA.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
MUNICIPAL CLERK



Georgia DOT Project: STP00-0004-00(166), SR 3/NORTHSIDE DRIVE @ CS
53/COLLIER RD; CS364; 38; 6; 135
County: Fulton
GDOT P.I.: 0004166

MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
City of Atlanta Watershed Management (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake a project to make safety improvements along Northside Drive in Fulton County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: Replacement and installation of 36-inch and 12-inch Water Mains, valves, customer services, water system appurtenances, miscellaneous sewer relocations, and;

Whereas the OWNER does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the roadway contract to be let by the DEPARTMENT; and, now therefore:

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water items will be accomplished by the OWNER or OWNER'S Consultant, the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment, relocation, or new installation of the OWNER'S facilities in accordance with the OWNER'S customary practices, standards, and details subject to conformance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT'S Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT'S Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in Microstation file format, and, if requested, on mylar sheets.
2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.



3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

If necessary, the Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. All construction engineering (layout, inspection) and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the OWNER before authorizing any changes or deviations which might affect the OWNER'S facility. Engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.
5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. The DEPARTMENT agrees to notify the LOCAL AGENCY of any discrepancies or potential problems identified by the DEPARTMENT or the Contractor. The DEPARTMENT agrees to direct its Contractor to take corrective actions as applicable to ensure the work is completed in accordance with the plans and specifications. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its facilities until adjustment or relocation begins on any segment of the facilities. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work. Upon acceptance of the work and upon certification by the DEPARTMENT'S Engineer that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted or relocated facilities and will thereafter operate and maintain said facilities without further cost to the DEPARTMENT and its contractor.
7. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement will be executed by both parties that will supersede this memorandum. The cost for the water/sewer facilities shall be the responsibility of the OWNER and reimbursement to the DEPARTMENT shall be handled thru a Contract Item Agreement.



APPROVED FOR THE OWNER BY:

(Signature)

(Date)

(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

State Utilities Engineer

(Title)

Contract Item Agreement to be required? YES
Preliminary Engineering Agreement to be required? No

RCS# 2239
9/04/12
2:43 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I
9/4/2012
ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 3

Y Smith	B Archibong	Y Moore	Y Bond
NV Hall	B Wan	B Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		09-04-12
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 12-O-1132	35. 12-R-1086	48. 12-R-1114
2. 12-O-1144	36. 12-R-1087	49. 12-R-1115
3. 12-O-1142	37. 12-R-1088	50. 12-R-1116
4. 12-O-0349	38. 12-R-1104	51. 12-R-1117
5. 12-O-1134	39. 12-R-1105	52. 12-R-1118
6. 12-O-1135	40. 12-R-1106	53. 12-R-1119
7. 12-R-1097	41. 12-R-1107	54. 12-R-1120
8. 12-R-1098	42. 12-R-1108	55. 12-R-1121
9. 10-R-1099	43. 12-R-1109	56. 12-R-1122
10. 12-R-1100	44. 12-R-1110	57. 12-R-1123
11. 12-R-1102	45. 12-R-1111	58. 12-R-1124
12. 11-R-1103	46. 12-R-1112	59. 12-R-1125
13. 12-R-1130	47. 12-R-1113	60. 12-R-1126
14. 12-R-1057		61. 12-R-1127
15. 12-R-1058		
16. 12-R-1059		
17. 12-R-1060		
18. 12-R-1061		
19. 12-R-1062		
20. 12-R-1145		
21. 12-R-1064		
22. 12-R-1065		
23. 12-R-1066		
24. 12-R-1148		
25. 12-R-1073		
26. 12-R-1074		
27. 12-R-1075		
28. 12-R-1076		
29. 12-R-1078		
30. 12-R-1079		
31. 12-R-1082		
32. 12-R-1083		
33. 12-R-1084		
34. 12-R-1085		