

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, TO RELOCATE AND/OR ADJUST A CITY OF ATLANTA 12-INCH PIPE, WATER MAINS, FIRE HYDRANTS, WATER METERS, AND RELATED FACILITIES IN CONJUNCTION WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION PROJECT NO. CSSTP-0006-00(864), P.I. NO. 0006864, WATER DISTRIBUTION FACILITIES SAFETY IMPROVEMENTS ALONG SR 70/SR 154 AT CR 1376/CEDAR GROVE ROAD & CR 1374/RIDGE ROAD IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY-FIVE THOUSAND, EIGHTY-EIGHT DOLLARS AND NINETY-SEVEN CENTS (\$545,088.97); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER AND WASTEWATER REVENUE BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) 4440000 (DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ORGANIZATION NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 101 (TASK) 506621876 (2009A WATER AND WASTEWATER BOND FUND) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) COA; AND FOR OTHER PURPOSES.

**Review List:**

Jo Ann Macrina	Completed	05/30/2013 5:53 PM
Patrick McShane	Completed	05/31/2013 3:09 PM
Mayor's Office	Completed	05/31/2013 3:48 PM
Office of Research and Policy Analysis	Completed	06/03/2013 5:43 PM
City Utilities Committee	Pending	
Atlanta City Council	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY - BLUE BACK

**RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, TO RELOCATE AND/OR ADJUST A CITY OF ATLANTA 12-INCH PIPE, WATER MAINS, FIRE HYDRANTS, WATER METERS, AND RELATED FACILITIES IN CONJUNCTION WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION PROJECT NO. CSSTP-0006-00(864), P.I. NO. 0006864, WATER DISTRIBUTION FACILITIES SAFETY IMPROVEMENTS ALONG SR 70/SR 154 AT CR 1376/CEDAR GROVE ROAD & CR 1374/RIDGE ROAD IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY-FIVE THOUSAND, EIGHTY-EIGHT DOLLARS AND NINETY-SEVEN CENTS (\$545,088.97); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER AND WASTEWATER REVENUE BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) 4440000 (DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ORGANIZATION NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 101 (TASK) 506621876 (2009A WATER AND WASTEWATER BOND FUND) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) COA; AND FOR OTHER PURPOSES.**

WHEREAS, the State of Georgia Department of Transportation (“GDOT”) is making improvements to the pedestrian and vehicular traffic operation from surrounding neighborhoods by realigning the existing 5-legged intersection of SR 154/ Cascade -Palmetto Hwy, Cedar Grove Rd and Ridge Rd with a new roadway alignment and proposed roundabout (“Project”); and

WHEREAS, the City of Atlanta (“City”) Department of Watershed Management (“Department”) has an existing 12-inch pipe, water mains, fire hydrant, water meters and other water related facilities (“Facilities”) located within the Project limits; and

WHEREAS, the Facilities present a conflict with the construction of the Project and must be relocated and/or adjusted to accommodate the Project, and the Department also desires to make certain necessary improvements and upgrades to the Facilities as part of the Project; and

WHEREAS, by including the relocation and/or adjustment of the Facilities into the Project, the City gains the benefit of eliminating or reducing costs associated with asphalt and sidewalk restoration, erosion and sedimentation control, mobilization and traffic control; and

WHEREAS, the costs of the required Facility relocation and/or adjustment to be incurred by the City are estimated not to exceed Five Hundred Forty-Five Thousand, Eighty-Eight Dollars and Ninety-Seven Cents (\$545,088.97); and

WHEREAS, the Department and GDOT have determined that the most effective and economical means of relocating and/or adjusting the Facilities is to include the work as part of the Project, according to the terms and conditions contained in the Intergovernmental Agreement (“Agreement”), attached hereto as Exhibit “A;” 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 and Wastewater Revenue Bond Fund) 170408 (DWM Drinking Water Engineering Service) 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP) 4440000 (Distribution) and Project Task Award Expenditure and Organization Number 17110893 (Utilities GDOT & Municipal) 101 (Task) 506621876 (2009A Water and Wastewater Bond Fund) 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP) COA; and

WHEREAS, the Commissioner of the Department of Watershed Management recommends that the Department enter into an Intergovernmental Agreement with GDOT for the relocation and/or adjustment of the Facilities as part of the Project in an estimated amount not to exceed Five Hundred Forty-Five Thousand, Eighty-Eight Dollars and Ninety-Seven Cents (\$545,088.97).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his authorized designee, is authorized to enter into an Agreement with the State of Georgia Department of Transportation, in substantial form as the agreement attached hereto as Exhibit "A," to include relocating and/or adjusting the Facilities as part of the Project in an estimated amount not to exceed Five Hundred Forty-Five Thousand, Eighty-Eight Dollars and Ninety-Seven Cents (\$545,088.97);

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare all appropriate documents for execution by the Mayor, or his authorized designee;

BE IT FURTHER RESOLVED, that the Agreement will not become binding on the City and the City will incur no liability 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 the State of Georgia Department of Transportation; and

BE IT FINALLY RESOLVED, that all services for the Project shall be charged to and paid from Fund Department Organization and Account Number 5066 (2009A Water and Wastewater Revenue Bond Fund) 170408 (DWM Drinking Water Engineering Service) 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP) 4440000 (Distribution) and Project Task Award Expenditure and Organization Number 17110893 (Utilities GDOT & Municipal) 101 (Task) 506621876 (2009A Water and Wastewater Bond Fund) 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP) COA.



Kasim Reed  
MAYOR

# CITY OF ATLANTA

Jo Ann J. Macrina, PE  
COMMISSIONER

DEPARTMENT OF WATERSHED MANAGEMENT  
55 TRINITY AVENUE SW, SUITE 5400, SOUTH BLDG.  
ATLANTA, GEORGIA 30303-3544  
OFFICE 404-330-6081 FAX 404-658-7194

## MEMORANDUM

To: Michael Geisler, Deputy Commissioner, Bureau of Financial Administration  
Department of Watershed Management

From: Eric Glover, P.E., Deputy Commissioner, OES   
Department of Watershed Management

Date: April 16, 2013

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**Subject:** Contract Item Agreement with State of Georgia Department of Transportation (GDOT) for Water Distribution Facilities Safety Improvements along SR 70/SR 154 at CR 1376/Cedar Grove Road & CR 1374/Ridge Road

The purpose of this legislation is to request the Mayor to enter into a Contract Item Agreement with the State of Georgia Department of Transportation to relocate approximately 1600 linear feet (LF) of 12-inch pipe of City of Atlanta water mains, fire hydrants, water meters, and related facilities in conjunction with GDOT Project No. CSSTP-0006-00(864), P.I. No. 0006864, Water Distribution Facilities Safety Improvements along SR 70/SR 154 at CR 1376/Cedar Grove Road & CR 1374/Ridge Road, on behalf of the Department of Watershed Management for an estimated amount not to exceed \$ 545,088.97.

The following accounts will fund this project:

**FDOA:** 5066 (2009A Water and Wastewater Rev Bond Fund), 170408 (DWM Drinking Water Engineering Service), 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP), 4440000 (Distribution)

**PTAEO:** 17110893 (Utilities GDOT & Municipal), 101 (Task), 506621876 (2009A Water and Wastewater Bond Fund), 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP), COA

If you have any questions or need any additional information, please feel free to call COA Project Manager Joe Carpenter at 404-546-1331 or via e-mail at [jcarpenter@atlantaga.gov](mailto:jcarpenter@atlantaga.gov).

Thank you for your assistance with this matter.

### Attachments

CC: Cynthia Lunn, DWM  
Paula E. Days, DWM  
Joe Carpenter, DWM  
Demetris Johnson, DWM

Request Date 4/9/2013

Project Name Utilities GDOT & Municipal

Project Number 17110893

**PTAEO**

Project	Task	Award	Expenditure	Obj	Available Balance
17110893 Utilities GDOT & Municipal	101	506621876 2009A Water & Wastewater Bond Fund	5414002 Fac. Other Than Buildings/Infrastructure-CIP	COA	849,033.02
					849,033.02

**FDOA**

Fund	Department	Account	Fund/Act	Project	Funding Source	Available Balance
5066 2009A Water & Wastewater Bond Fund	170408 DWM Drinking Water Engineering Service	5414002 Fac. Other Than Buildings/Infrastructure-CIP	4440000 Distribution	110893 Utilities GDOT & Municipal	21876 2009A Water & Wastewater Bond Fund	849,033.02
						849,033.02



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: WATER DISTRIBUTION FACILITIES  
CSSTP-0006-00 (864), PI # 0006864, Fulton County  
Name of Contracting Entity: CITY OF ATLANTA

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_  
DAY OF \_\_\_\_\_, 201\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

April 12, 2013

Mayor Kasim Reed  
City of Atlanta  
55 Trinity Avenue  
Atlanta, GA 30303

Project No.: CSSTP-0006-00(864), Fulton County  
P.I. No: 0006864  
Contract Item Agreement for Water Distribution Facilities  
Safety Improvements along SR 70/SR 154 @ CR 1376/Cedar Grove Road & CR  
1374/Ridge Road

Dear Mayor Reed,

In accordance with your request, the adjustment of water distribution facilities belonging to the City of Atlanta is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the City of Atlanta will reimburse the Department for this work. As outlined in Article 8, the non-binding pre-let estimate including betterment for this work is \$545,088.97 of which the Department will bear 00.00% or \$0.00 and the City of Atlanta will bear 100.00% or \$545,088.97. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of the City of Atlanta and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. In this connection, be sure to have two witnesses (one of which must be a notary public) sign the Agreement. Please be certain that the notary public affixes his/her seal alongside their signature. Also, complete the attached resolution form and insert the date of resolution on page 4 of the Agreement. The Official Seal of the City of Atlanta is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

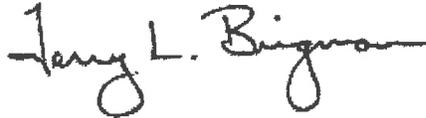
In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the City of Atlanta in writing of the amount due the Department based on actual bid prices. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

Project No.: CSSTP-0006-00(864)  
P.I. No.: 0006864  
Contract Item Agreement for Water Distribution Facilities  
April 12, 2013  
Page 2

As soon as practicable, after the opening of bids, the Department will multiply the estimated quantities by the actual bid prices. The Department will refund any overpayment or request in writing that the City of Atlanta pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Abdulvahid Munshi at 404-631-1365 or by email at [amunshi@dot.ga.gov](mailto:amunshi@dot.ga.gov). Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Terry Brigman  
Assistant State Utilities Engineer

For: Michael J. Bolden  
State Utilities Engineer

MB: TLB:PA

Attachment

cc: Rachel Brown, District Engineer, Chamblee, Georgia  
Attn: Jonathan Walker, Utilities Engineer

Account No. – Class: 733005 – 309

Department ID: 4848010000

Program No.: 4181401

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

Georgia Project No.: CSSTP-0006-00(864), Fulton County

G.D.O.T. P.I. No.: 0006864

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 70/State Route 154 @ County Road 1376/Cedar Grove Road and County Road 1374/ Ridge Road 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 **\$545,088.97** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00** and the LOCAL AGENCY shall bear **\$545,088.97**.

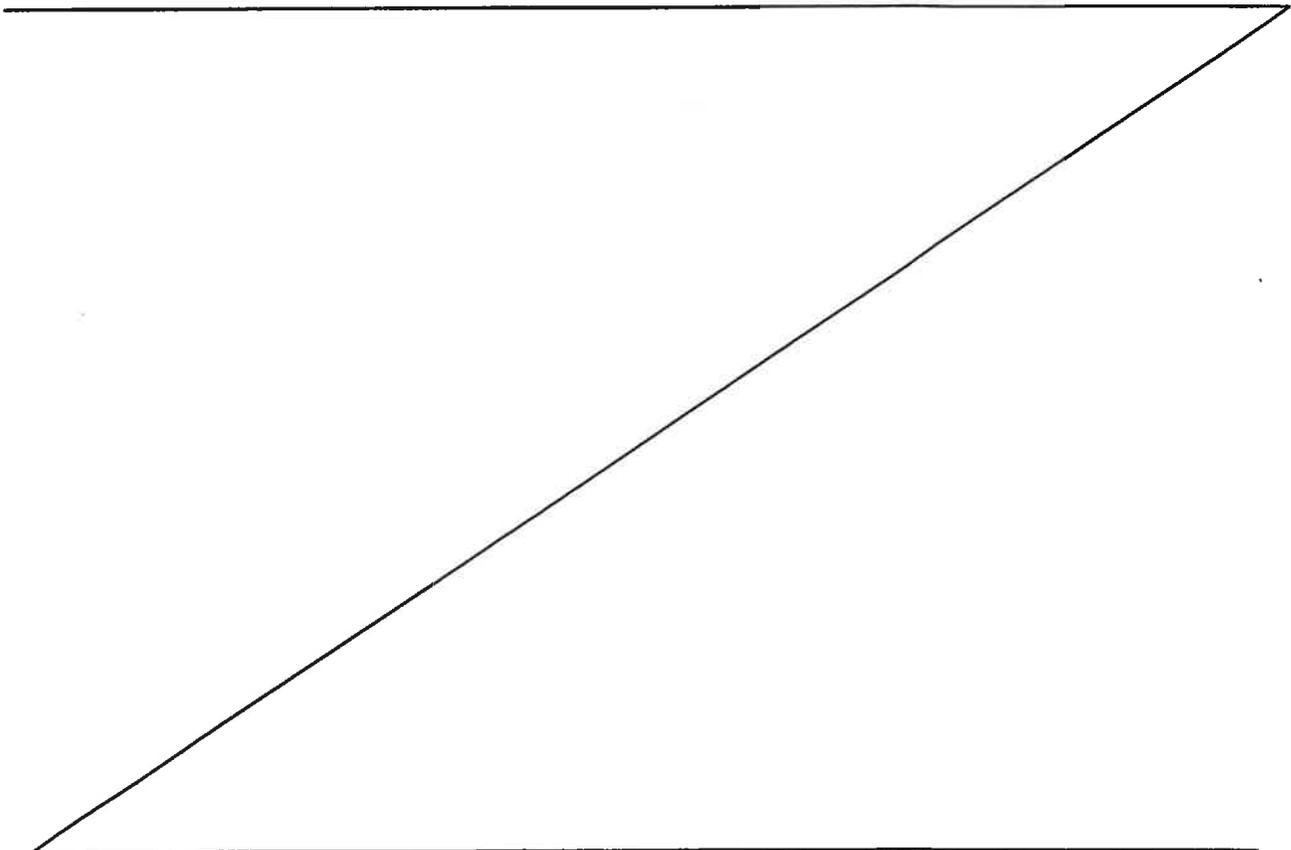
STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

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.: CSSTP-0006-00(864)  
COUNTY: Fulton  
G.D.O.T. P.I. NO.: 0006864  
DATE: April 12, 2013AM

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 CSSTP-0006-00(864), P.I. No. 0006864, to make safety improvements along State Route 70/State Route 154 @ County Road 1376/Cedar Grove Road and County Road 1374/ Ridge Road 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: CSSTP-0006-00(864)  
County: Fulton  
GDOT P.I.: 0006864

## CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
CITY OF ATLANTA (hereinafter called the OWNER)

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Whereas the DEPARTMENT proposes to undertake a project to **INTERSECTION IMPROVEMENT AND RONDABOUT FOR SR 70/SR 154 @ CR 1376/CEDAR GROVE ROAD & CR 1374/RIDGE ROAD** in FULTON County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: **Water distribution facilities such as 12-inch water ductile iron pipe, water valves, fire hydrants, water meters, water service lines, and additional appurtenances** 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 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 to Form By:**

\_\_\_\_\_

**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

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** City Utilities

**Caption:** A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, TO RELOCATE CITY OF ATLANTA 12-INCH PIPE, WATER MAINS, FIRE HYDRANTS, WATER METERS, AND RELATED FACILITIES IN CONJUNCTION WITH GDOT PROJECT NO. CSSTP-0006-00(864), P.I. NO. 0006864, WATER DISTRIBUTION FACILITIES SAFETY IMPROVEMENTS ALONG SR 70/SR 154 AT CR 1376/CEDAR GROVE ROAD & CR 1374/RIDGE ROAD IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY FIVE-THOUSAND, EIGHTY-EIGHT DOLLARS AND NINETY-SEVEN CENTS (\$545,088.97); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER AND WASTEWATER REVENUE BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) 4440000 (DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ORGANIZATION NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 101 (TASK) 506621876 (2009A WATER AND WASTEWATER BOND FUND) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) COA; AND FOR OTHER PURPOSES.

**Council Meeting Date:** June 17, 2013

**Requesting Dept.:** Watershed Management

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The purpose of this legislation is to request the Mayor to enter into a Contract Item Agreement with the State of Georgia Department of Transportation to relocate approximately 1600 linear feet (LF) of 12-inch pipe of City of Atlanta water mains, fire hydrants, water meters, and related facilities in conjunction with GDOT Project No. CSSTP-0006-00(864), P.I. No. 0006864, Water Distribution Facilities Safety Improvements along SR 70/SR 154 at CR 1376/Cedar Grove Road & CR 1374/Ridge Road, on behalf of the Department of Watershed Management for an estimated amount not to exceed \$ 545,088.97.

**2. Please provide background information regarding this legislation.**

GDOT is to improve the pedestrian and vehicular traffic operation from surrounding neighborhoods by realigning the existing 5-legged intersection of SR 154/ Cascade –Palmetto Hwy, Cedar Grove Rd and Ridge Rd with a new roadway alignment and proposed roundabout. By entering into the proposed CIA and MOU, the City of Atlanta (COA) will benefit from expedited staging of construction, minimized service interruptions, and limit COA liability and costs related to erosion control and traffic and safety.

**3. If Applicable/Known:**

235009-6

- (a) **Contract Type:** IGA
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** N/A
- (f) **Proposals Received:** N/A
- (g) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** N/A

**4. Fund Account Center (Ex. Name and number):**

**FDOA:** 5066 (2009A Water and Wastewater Rev Bond Fund), 170408 (DWM Drinking Water Engineering Service), 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP), 4440000 (Distribution)

**PATEO:** 17110893 (Utilities GDOT & Municipal), 101 (Task), 506621876 (2009A Water and Wastewater Bond Fund), 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP), COA

**5. Source of Funds:** Bond Fund 5066 (2009A Water and Wastewater Rev)

**6. Fiscal Impact:** Reduction in an amount not to exceed \$545,088.97.

**FDOA:** 5066 (2009A Water and Wastewater Rev Bond Fund), 170408 (DWM Drinking Water Engineering Service), 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP), 4440000 (Distribution)

**PATEO:** 17110893 (Utilities GDOT & Municipal), 101 (Task), 506621876 (2009A Water and Wastewater Bond Fund), 5414002 (Facilities Other Than Bldgs/Infrastructure-CIP), COA

**7. Method of Cost Recovery:** N/A

**Examples:**

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.**
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.**

**This Legislative Request Form Was Prepared By:** Yunion Galardy





TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Maisha L. Wood

Contact Number: 404-330-6887

Originating Department: Watershed Management

Committee(s) of Purview: City Utilities Committee

Chief of Staff Deadline: May 24, 2013

Anticipated Committee Meeting Date(s): June 11, 2013

Anticipated Full Council Date: June 17, 2013

Legislative Counsel's Signature: *Patricia M. ...*

Commissioner's Signature: *M. ...*

Chief Financial Officer: n/a

Chief Information Officer Signature (for IT Procurements) n/a

Chief Procurement Officer Signature: n/a

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, TO RELOCATE CITY OF ATLANTA 12-INCH PIPE, WATER MAINS, FIRE HYDRANTS, WATER METERS, AND RELATED FACILITIES IN CONJUNCTION WITH GDOT PROJECT NO. CSSTP-0006-00(864), P.I. NO. 0006864, WATER DISTRIBUTION FACILITIES SAFETY IMPROVEMENTS ALONG SR 70/SR 154 AT CR 1376/CEDAR GROVE ROAD & CR 1374/RIDGE ROAD IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY FIVE-THOUSAND, EIGHTY-EIGHT DOLLARS AND NINETY-SEVEN CENTS (\$545,088.97); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER AND WASTEWATER REVENUE BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) 4440000 (DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ORGANIZATION NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 101 (TASK) 506621876 (2009A WATER AND WASTEWATER BOND FUND) 5414002 (FACILITIES OTHER THAN BLDGS/INFRASTRUCTURE-CIP) COA; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) (\$545,088.97)

Mayor's Staff Only

Received by CPO: \_\_\_\_\_  
(date)

Received by LC from CPO: \_\_\_\_\_  
(date)

Received by Mayor's Office: M Hill 5/24/13  
(date)

Reviewed by: *[Signature]*  
(date)

Submitted to Council: \_\_\_\_\_ (date)

Attachment: Transmittal SR 154/ Cascade -Palmetto Hwy, Cedar Grove Rd and Ridge Rd (13-R-3245 : GDOT SR 154/ Cascade -Palmetto Hwy,