



Fulton County Board of Commissioners
Agenda Item Summary

18-0995

BOC Meeting Date
 12/19/2018

Requesting Agency
 Public Works

Commission Districts Affected
 3, 7

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
 Approval of a Memorandum of Understanding between Fulton County and Georgia Department of Transportation for the adjustment of sanitary sewer manholes associated with the transportation improvements at the intersection of Roswell Rd and Glenridge Drive in Sandy Springs.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
 Code of Georgia § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*
 Yes All People are Healthy

Is this a purchasing item?
 No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work:
 Georgia Department of Transportation (GDOT) is currently planning on improving the intersection of Roswell Rd and Glenridge Drive (P.I. No 0013194). As part of this roadway project, the adjustment of 6 - sanitary sewer manholes will be required within the current right-of-way. Sanitary sewer service will remain uninterrupted during the construction period.

GDOT will be bidding the roadway improvements to widen the intersection of Roswell Rd and Glenridge Drive and has suggested executing a Memorandum of Understanding (MOU) between Fulton County and the GDOT. The MOU will allow GDOT to bid the sanitary sewer adjustment work as part of their project. Fulton County would then reimburse GDOT once the work has been completed. The estimated cost of the relocation and installation of the sanitary sewer is \$10,000.00.

Community Impact: Currently, Fulton County has an 8-inch sanitary sewer main serving properties along Roswell Rd and Glenridge Drive. The road improvements will affect the manholes on the existing sanitary sewer line that services the developments in this area – though the sanitary sewer line will not be impacted.

Department Recommendation: The Department of Public Works believes that the most cost effective way to complete the sanitary sewer manhole adjustments is by allowing GDOT to bid out the work as part of their roadway project. Therefore, Public Works recommends Fulton County entering into the MOU.

| Agency Director Approval | | County Manager's Approval |
|--------------------------|-------|---------------------------|
| Typed Name and Title | Phone | |
| Signature | Date | |

Revised 03/12/09 (Previous versions are obsolete)

Project Implications: The road improvement impacts the existing sanitary sewer manholes due to modifications of existing grades along the roadway which requires structures to be adjusted to match the proposed roadway surface. The existing the sanitary sewer adjustments must occur to maintain sanitary sewer service in this area.

Community Issues/Concerns: No concerns are expected since sewer service is to be maintained during construction.

Department Issues/Concerns: No concerns are expected by the Department and this arrangement has worked well between GDOT and Fulton County on other projects.

History of BOC Agenda Item: None

Contract & Compliance Information

(Provide Contractor and Subcontractor details.)

| Agency Director Approval | | County Manager's Approval |
|---------------------------------|--------------|--------------------------------------|
| Typed Name and Title | Phone | |
| Signature | Date | |

Revised 03/12/09 (Previous versions are obsolete)

18-0995

| Solicitation Information | NON-MFBE | MBE | FBE | TOTAL |
|--------------------------|----------|-----|-----|-------|
| No. Bid Notices Sent: | | | | |
| No. Bids Received: | | | | |

| | |
|-----------------------------|---|
| Total Contract Value | . |
| Total M/FBE Values | . |
| Total Prime Value | . |

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*
 203-540-5400-I301, Water & Sewer R & E

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*
 Exhibit A – MOU between GDOT and Fulton County for PI 0013194
 Exhibit B – PI 0013194 - Fulton - CIA Estimate

Source of Additional Information *(Type Name, Title, Agency and Phone)*
 David E. Clark, P.E., Director, Public Works 404-612-2804

| Agency Director Approval | | County Manager's Approval |
|--------------------------|-------|---------------------------|
| Typed Name and Title | Phone | |
| Signature | Date | |

Revised 03/12/09 (Previous versions are obsolete)

Procurement

| | | | |
|----------------------------------|---------------------------------|----------------------------|----------------------------|
| Contract Attached: . | Previous Contracts: . | | |
| Solicitation Number: . | Submitting Agency: . | Staff Contact: . | Contact Phone: . |

Description:.

FINANCIAL SUMMARY

| | | | |
|------------------------------|--------------------|-------------------------------|--------|
| Total Contract Value: | | MBE/FBE Participation: | |
| Original Approved Amount: | . . | Amount: | . %: . |
| Previous Adjustments: | . . | Amount: | . %: . |
| This Request: | \$10,000.00 | Amount: | . %: . |
| TOTAL: | \$10,000.00 | Amount: | . %: . |

Grant Information Summary:

| | | | |
|-------------------|---|--------------------------|-------------------|
| Amount Requested: | . | <input type="checkbox"/> | Cash |
| Match Required: | . | <input type="checkbox"/> | In-Kind |
| Start Date: | . | <input type="checkbox"/> | Approval to Award |
| End Date: | . | <input type="checkbox"/> | Apply & Accept |
| Match Account \$: | . | | |

| | | | |
|---|-----------------------------|-----------------------------|-----------------------------|
| Funding Line 1: 203-540-5400-I301 | Funding Line 2: . | Funding Line 3: . | Funding Line 4: . |
|---|-----------------------------|-----------------------------|-----------------------------|

KEY CONTRACT TERMS

| | |
|------------------------------|--------------------------------------|
| Start Date: . | End Date: . |
| Cost Adjustment: . | Renewal/Extension Terms: . |

ROUTING & APPROVALS
(Do not edit below this line)

| | | | |
|---|--------------------------------------|-----------------|------------------|
| X | Originating Department: | Clark, David | Date: 12/9/2018 |
| X | County Attorney: | Stewart, Dernal | Date: 12/8/2018 |
| . | Purchasing/Contract Compliance: | . | Date: . |
| . | Finance/Budget Analyst/Grants Admin: | . | Date: . |
| . | Grants Management: | . | Date: . |
| X | County Manager: | Anderson, Dick | Date: 12/10/2018 |

Georgia DOT Project:
County: Fulton
GDOT P.I.: 0013194

CONTRACT ITEM AGREEMENT
MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT) and
Fulton County, Georgia on behalf of its Public Works Department (hereinafter called the
OWNER)

Whereas the DEPARTMENT proposes to undertake a project to realign Glenridge Dr., in order to line up the Glenridge Dr., with nearby condominium complex. The DEPARTMENT proposes to change the intersection from a closely spaced 3-legged intersection into a four-legged intersection. In Fulton County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: Six Man Holes to be adjusted within GLENRIDGE DR. STA 111+50 - 207+91.96 ROSWELL RD/ 100+00 RELOC. GLENRIDGE DR/ROUND HILL CONDO DRIVEWAY. ROSWELL RD. STA 203+00 -ROSWELL RD STA 213+09.

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 the current Microstation file format.

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 c01Tections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. 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.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or it's CONTRACTOR.
8. 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 utility 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 Administrator

(Title)

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

Fulton County Water Resources - Water and Sewer Facilities



| Fulton County Public Works, Water Resources PI-0013194-Roswell Rd-Glenridge Con | | Additional Description | Unit | Orig Est Unit Price | In-Kind Items | | Betterment Items | | In-Kind / Betterment Total Qty | Actual Bid Costs | | | | | | |
|--|-----------------------------------|------------------------|------|---------------------|---|-------------------------------|--|---------------------|--------------------------------|----------------------|---|-----------------------|--|----------------------------|----------------------------------|-------------|
| | | | | | Orig Plan Total Qty | Orig Est Cost | Orig Plan Total Qty | Orig Est Cost | | Actual Bid Total Qty | Actual Bid Unit Price | Actual Total Bid Cost | Actual In-Kind Bid Cost | Actual Betterment Bid Cost | | |
| 611-8050 | ADJUST MANHOLE TO GRADE(611-8050) | | EA | \$ 1,500.00 | 6 | \$ 9,000.00 | | \$ - | 6 | | | | \$ - | | | |
| | * Task Allowance | | Unit | \$ 1,000.00 | 1 | \$ 1,000.00 | | | 1 | | | | \$ - | | | |
| Total | | | | | | \$ 10,000.00 | | \$ - | 1 | | | | \$ - | | | |
| GDOT SHARE | | | | | TOTAL EST In-Kind | TOTAL EST \$ 10,000.00 | TOTAL Betterment EST | \$ - | | | TOTAL Actual Bid Cost | \$ - | TOTAL Actual In-Kind Bid Cost | \$ - | TOTAL Betterment Bid Cost | \$ - |
| 0.00% | | | | | TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE | \$ 10,000.00 | TOTAL ESTIMATE IN-KIND & BETTERMENT | \$ 10,000.00 | | | TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE | \$ - | TOTAL BID COST IN-KIND & BETTERMENT | \$ - | | |
| 100.00% | | | | | TOTAL ESTIMATE IN-KIND (REIMBURSIBLE) GDOT SHARE | \$ - | TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT | \$ 10,000.00 | | | TOTAL BID COST IN-KIND (REIMBURSIBLE) GDOT SHARE | \$ - | TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT | \$ - | | |
| | | | | | \$ - | \$ - | \$ 10,000.00 | | | | \$ - | \$ - | \$ - | \$ - | | |

Notes: *Task Allowance: (As designated by Fulton County Project Manager) **Items highlighted were not submitted in CES

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