

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: **CSSTP-0007-00(838), Fulton County**

G.D.O.T. P.I. No.: **0007838**

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 Fulton County, 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 **widen State Route 9 from Windward Parkway to the Fulton/Forsyth County Line 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 and sewer 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 and sewer 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.

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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 when all utility work is completed and ready for final inspection 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. 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, not including betterment, is **\$5,391,245.87** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00 or 0% and the LOCAL AGENCY shall bear \$5,391,245.87 or 100%.**

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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. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. 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.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, 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.

FULTON COUNTY

BY: _____
CHAIRMAN

Signed on behalf Fulton County pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: _____
STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: CSSTP-0007-00(838)
COUNTY: FULTON
G.D.O.T. P.I. NO.: 0007838
DATE: September 27, 2023 DB

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

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RESOLUTION

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the Chairman and Board of Commissioners of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project CSSTP-0007-00(838), Fulton County, P.I. No. 0007838 to widen State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton County and that Robb Pitts as Chairman and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Chairman and BOARD OF COMMISSIONERS of FULTON COUNTY.

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

ATTEST:

COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

FULTON COUNTY

I _____, as Commission 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 Chairman and Board of Commissioners of Fulton County. WITNESS my hand and official signature, this the _____ day of _____, 20_____.

BY: _____
COMMISSION CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. CSSTP-0007-00(838), P.I. NO. 0007838, FULTON COUNTY, TO WIDEN STATE ROUTE 9 FROM WINDWARD PARKWAY TO THE FULTON/FORSYTH COUNTY LINE.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Fulton County Water Resources - Water and Sewer Facilities

Fulton County Public Works, Water Resources P 1 No 000788 - SR 9 From Winboard Parkway to Forsyth County Line		Additional Description	Unit	Orig Est Unit Price	In-Kind Items		Batterment Items		Actual Bid Costs						
				Orig Plan Total Qty	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost	In-Kind/Batterment Total Qty	Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Batterment Bid Cost	Actual Batterment Bid Cost	
600-3800	CLASS A CONCRETE, INCL REIN STEEL (500-3800)	Concrete @ 10' W x 8" D	CY	250.00	85	21,250.00		85							
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)		EA	500.00	47	23,500.00		47							
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)		EA	300.00	21	6,300.00		21							
611-8050	ADJUST MANHOLE TO GRADE(611-8050)		EA	300.00	21	6,300.00		21							
600-0001	FLOWABLE FILL (600-0001)		CY	602.00	150	90,300.00		150							
670-1860	WATER MAIN, 6 IN	dep	LF	60.00	100	6,000.00		100							
670-1880	WATER MAIN, 8 IN	dep	LF	90.00	4756	88,040.00		4756							
670-1100	WATER MAIN, 10 IN	dep	LF	110.00	2768	304,480.00		2768							
670-1120	WATER MAIN, 12 IN	dep	LF	120.00	13758	1,650,960.00		13758							
670-1180	WATER MAIN, 18 IN	dep	LF	180.00	1502	273,360.00		1502							
670-1600	CUT & B.L.G EXISTING WATER MAIN		EA	2,000.00	48	96,000.00		48							
670-2270	INSERTION VALVE, 6 IN		EA	1,000.00	11	11,000.00		11							
670-7225	INSERTION VALVE, 10 IN		EA	1,000.00	6	6,000.00		6							
670-7240	INSERTION VALVE, 12 IN		EA	1,200.00	10	12,000.00		10							
670-2090	GATE VALVE, 6 IN		EA	2,500.00	1	2,500.00		1							
670-2080	GATE VALVE, 8 IN		EA	3,000.00	15	45,000.00		15							
670-2100	GATE VALVE, 10 IN(670-2100)		EA	5,000.00	13	65,000.00		13							
670-2120	GATE VALVE, 12 IN		EA	7,000.00	30	210,000.00		30							
670-2180	GATE VALVE, 18 IN		EA	10,000.00	5	50,000.00		5							
670-2240	GATE VALVE, 24 IN		EA	30,000.00	1	30,000.00		1							
670-2002	VALVE MARKER		EA	50.00	122	6,100.00		122							
670-7000	STEEL CASING	18" WFO.037' in open dia. of pipe	LF	100.00	110	11,000.00		110							
615-1000	JACK OR BORE PIPE (615-1000)	12" STEEL CASING, WT 40#	LF	140.00	528	73,920.00		528							
615-1000	JACK OR BORE PIPE (615-1000)	12" STEEL CASING, WT 40#	LF	180.00	1522	273,960.00		1522							
615-1000	JACK OR BORE PIPE (615-1000)	12" STEEL CASING, WT 40#	LF	200.00	128	25,600.00		128							
670-2700	ABANDONMENT OF WATER VALVES		EA	300.00	53	15,900.00		53							
670-3065	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN		EA	5,000.00	1	5,000.00		1							
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN		EA	7,000.00	39	273,000.00		39							
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN		EA	10,000.00	2	20,000.00		2							
670-3171	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN		EA	12,000.00	16	192,000.00		16							
670-3172	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN		EA	20,000.00	7	140,000.00		7							
670-3190	TAPPING SLEEVE & VALVE ASSEMBLY, 24 IN X 10 IN		EA	24,000.00	1	24,000.00		1							
670-4000	FIRE HYDRANT		EA	4,500.00	35	157,500.00		35							
670-2001	AIR RELEASE VALVE ASSEMBLY(670-2001)		EA	5,500.00	10	55,000.00		10							
670-2005	BLOW-OFF ASSEMBLY, COMP4(670-2005)		EA	5,000.00	10	50,000.00		10							
670-5610	WATER SERVICE LINE, 1 IN(670-5610)		LF	3,000	800	2,400,000.00		800							
670-5620	WATER SERVICE LINE, 2 IN		LF	3,000	800	2,400,000.00		800							
670-5620	WATER SERVICE LINE, 3/4 IN		LF	1,200	500	600,000.00		500							
670-5600	WATER SERVICE LINE	1.12 IN	LF	970	800	776,000.00		800							
670-7010	REMOVE WATER METER		EA	300.00	5	1,500.00		5							
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)		EA	500.00	5	2,500.00		5							
670-9710	RELOCATE EXIST FIBRE HYDRANT		EA	500.00	5	2,500.00		5							
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX		EA	500.00	20	10,000.00		20							
670-9730	RELOCATE EXIST WATER METER, INCL BOX		EA	2,000.00	50	100,000.00		50							
670-9734	RELOCATE EXIST WATER METER, INCL BYPASS & VALVE		EA	15,000.00	2	30,000.00		2							
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX		EA	4,500.00	49	22,050.00		49							
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	Install Economic Top Cover	EA	5,595.29	3	16,785.87		3							
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	@ 10' dia. Concrete	EA	2,500.00	16	40,000.00		16							
670-9737	REMOVE AND REPLACE EXT. WATER VAULT INCL METER AND		EA	22,000.00	13	286,000.00		13							
		Talk Allowance	Unit	-	1	\$		1							
					Total	\$ 5,391,245.87		1							
GILOT SHARE				TOTAL EST In-Kind		TOTAL Batterment EST		TOTAL Actual Bid Cost		TOTAL Actual In-Kind Bid Cost		TOTAL Batterment Bid Cost		TOTAL Batterment Bid Cost	
0.00%				\$ 5,391,245.87		\$ -		\$ -		\$ -		\$ -		\$ -	
FACILITY OWNER SHARE				TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE		TOTAL ESTIMATE IN-KIND & BATTERMENT		TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE		TOTAL BID COST IN-KIND & BATTERMENT		TOTAL BID COST IN-KIND & BATTERMENT		TOTAL BID COST IN-KIND & BATTERMENT	
100.00%				\$ 5,391,245.87		\$ 5,391,245.87		\$ -		\$ -		\$ -		\$ -	
				TOTAL ESTIMATE IN-KIND (REIMBURSABLE) GILOT SHARE		TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BATTERMENT		TOTAL BID COST IN-KIND (REIMBURSABLE) GILOT SHARE		TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BATTERMENT		TOTAL BID COST IN-KIND (REIMBURSABLE) GILOT SHARE		TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BATTERMENT	
				\$ -		\$ 5,391,245.87		\$ -		\$ -		\$ -		\$ -	

Note: *Talk Allowance: (As designated by Fulton County Project Manager) **Items highlighted were not submitted in CFS