

Georgia DOT Project: XXXXXXXXXX
County: DeKalb
GDOT P.I.: 0002868

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
DeKalb Co. Watershed Mgmt. (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake a project to **replace bridge and surrounding operational** improvements in **DeKalb** County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: PI 0002868- **Panola Road @ I-20 FROM Fairington Rd. TO SnapfingerWoods Dr.**

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 corrections 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
effective date of this Agreement.

**APPROVED FOR THE DEPARTMENT
BY:**

DEKALB COUNTY, GEORGIA

_____(SEAL)
Patrick Allen
State Utilities Administrator

_____**by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Contract Item Agreement required? YES

Preliminary Engineering Agreement to be
required? NO

ATTEST:

BARBARA SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Reginald D. Wells, Department Director
Department of Watershed Management

Noah Priest-Goodsett
Assistant County Attorney

ROUTE SLIP FOR CONTRACTS AND AGREEMENTS

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: 7/29/2020

☐ ITB # _____ ☐ RFP# _____ ☐ RFQ# _____
☐ PSA _____ ☐ Agenda Item _____ ☐ Change Order # _____
☐ GSA/SWC # _____ ☒ Other (specify) Memorandum of Understanding (MOU)

Processed by: Michelle Butler, Title: Procurement Manager

Amount: \$ None

Revenue Generating ☐ Yes ☒ No

BOC Award/Approval Date: BOC approval not required

Company Name: Georgia Dept of Transportation.

Oracle Contract Number: 1220206

Project Title: MOU to support future Contract Item Agreement for bridge replacement and surrounding operational improvements at Panola Rd @ I20 from Fairington Rd to Snapfinger Woods Dr [GDOT Project PI No. 0002868]

FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER

Approved by: _____, Title: Procurement Manager-CIP

Comments/Notes: County utility facilities are in conflict with proposed GDOT bridge replacement project. BOC approval and contract item agreement to be sought after final GDOT price provided.

FOR USE BY THE COUNTY LAW DEPARTMENT

Date Received _____ Date Sent to P&C: _____

Law Department Log Number: _____ Reviewing Attorney: Noah Priest-Goodsett

Action Taken: (include date and signature on approved line): _____

Returned to Purchasing and Contracting: _____ Received from reroute (if applicable): _____

Approved: _____

Comments/Notes: _____

**Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended Contract Price.*

FOR USE BY THE USER DEPARTMENT

Department: Watershed - CIP

Department Signature: _____

Contract Purpose: _____

FOR USE BY THE CHIEF EXECUTIVE OFFICER

Date Received: _____ Date Out: _____

Action Taken: (include date and signature on approved line): _____

Returned: ☐ Purchasing & Contracting Approved: _____

Comments/Notes: _____

FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK

☐ Director of Finance (for review)

Signature

Received

Date Out

☐ County Clerk (attestation and review)

Signature

Received

Date Out