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 PROCUREMENT 4-24-19
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**Board of Commissioners
 Agenda Item Transmittal Form
 Procurement/Contract Transmittal Form**

Type of contract: 1 year <input type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input checked="" type="checkbox"/>		CC Use Only Contract #:
<input type="checkbox"/> Submission Information Contact Name: Memorandum of Understanding between Georgia DOT and Rockdale County Water Resources Department: RWR-Engineering Project Title: Georgia DOT Project: SR162/Salem Rd. widening from Smith Store Rd. to I-20, between Rockdale County and Newton County Funding Account Number: RENEWAL & EXTENSION FUNDING - CAPITAL Contract amount: Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number:	<input type="checkbox"/> Vendor Information Vendor Name: Georgia DOT (District 2) Address: 643 Hwy 15 South Address: Tennille, GA. 31089 Email: jlindsey@dot.ga.gov Phone #: 478-553-3385 Contact: James L. Lindsey, District Utilities Manager Term of contract: Will be defined in construction contract	

Finance Director Signature
 I have reviewed the attached contract, and the amount is approved for processing.
 Signature: *J. Milka* Date: 4.29.19

Procurement Officer Signature
 I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.
 Signature: *Joan Malone* Date: 4/24/19

Detailed Summary of Contract: During the widening of SR 162/ Salem Rd from Smith Store Rd. to I-20, the relocation of the Rockdale County water and sanitary sewer facilities are to be included in GDOT's contract. RWR does not have adequate equipment and staff to adjust our facilities and the work must be included in the GDOT roadway contract. The construction contracts will be brought back before the BOC when GDOT is ready to perform the work based on their schedule.

2019-240

Department Head/Elected Official Signature:



A handwritten signature in black ink, appearing to be 'JL' with a large flourish, written over a horizontal line.

Date:

4/28/19

Georgia DOT Project: SR 162/Salem Road widening from Smith Store Rd to I-20
County: Newton & Rockdale
GDOT P.I.: # 231210 & 0013628

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

Between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
And
Rockdale County Water Resources (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake a project to **widen SR 162/Salem Rd from Smith Store Rd to I-20** in **Newton & Rockdale** Counties by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: The project involves the relocation of the water and sanitary sewer facilities.

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 shared between the OWNER and the DEPARTMENT. 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:

Fieldstone Pump Station (Sanitary Sewer Lift Station) at sta+/- 282+20 Rt. approximately a tenth of a mile east of Westridge Dr. will be eliminated by the OWNER.

If necessary, the OWNER will provide additional temporary and permanent casements, 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.

APPROVED FOR THE OWNER BY:

(Signature) *Osborn Nesbitt, Sr.*

(Date)

Chairman

(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

ATTEST:

Jennifer O. Rutledge, County Clerk

Approved as to form

M. Gader A. Balg, County Attorney