Page 1 of 3 Revised: March 2016

Georgia DOT Project: Buffington Road from Royal South Pkwy to Rock Quarry Road

County: Fulton GDOT P.I.: 0013949

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

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

Whereas the DEPARTMENT proposes to undertake a project to Buffington Road from Royal South Pkwy to Rock Quarry Road Improvements in Fulton County 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 adjusting of four (4) sanitary sewer manholes to the proposed grade.

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 DEPARTMEMT shall be handled thru a Contract Item Agreement.

APPROVED FOR THE OWNER BY:	()
(Signature) ERT L. PITTS CHAIRMAN	8/25/2021 (Date)
(Title)	
APPROVED FOR THE DEPARTMENT BY:	
(Signature)	(Date)
State Utilities Administrator (Title)	
Contract Item Agreement to be required? YES	



ITEM #21-0553 RM 8 1 4 24
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Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 (404) 631-1000 Main Office

June 14, 2021

Mr. Robb Pitts Chairman Fulton County Board of Commissioners 141 Pryor Street, SW 10th Floor Atlanta, GA 30303

Subject:

PI No. 0013949, Fulton County

Contract Item Agreement Undated - Sewer Facilities

Dear Chairman Pitts:

In accordance with your request, the adjustment of Sewer facilities belonging to Fulton County 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 Fulton County will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is \$10,000.00 of which the Department will bear 0% or \$0.00 and Fulton County will bear 100% or \$10,000.00. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Fulton County and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. In this connection, be sure to have 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 5 of the Agreement. The Official Seal of Fulton County is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide Fulton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

Chairman Robb Pitts
PI No. 0013949, Fulton County
Contract Item Agreement Undated – Sewer Facilities
June 14, 2021; Page 2 of 2

The Department will refund any overpayment or request in writing that Fulton County pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

Shajan Joseph, P.E.

Assistant State Utilities Administrator

For: Patrick Allen, P.E. State Utilities Administrator

PA: SPJ: MCG: DB

Attachments (Agreement and Estimate)
cc: Paul DeNard, P.E., District 7 Engineer
Shun Pringle, District 7 Utilities Manager
Obi Ezenekwe, Project Manager
Abdulvahid Munshi, Utility Coordinator

Account No. - Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fulton County

G.D.O.T. P.I. No.: 0013949

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 add turn lanes on County Road 1385/Buffington Road from Royal South Parkway to Rock Quarry 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 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 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:

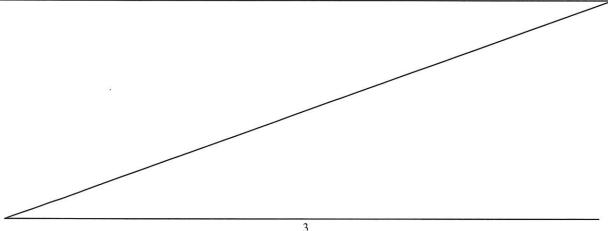
1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

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 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 \$10,000.00 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 \$10,000.00 or 100%.

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.
- It is further mutually agreed that the final cost of the work performed on 10. 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.
- The covenants herein contained shall, except as otherwise provided, 11. accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 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.



STANDARD UTILITY AGREEMENT CONTRACT ITEM AGREEMENT

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

PIA BILLIA	BY Lord L Poles
BY: O'NOTAAL CO'N	CHAIRMAN
NOTARY PUBLIC (SEAL)	
SWORN TO AND SUBSCRIBED	
BEFORE MATHICAGOA	111-1552
Of June Bull	ITEM # XX VOOD RI
Notary Public	REGULAR MEETING
My commission expires: 4/14/2024	
Signed on behalf Fulton County pursuant to resol	ution dated

FEIN #58-6001729	BY:
************	SECRETARY/ASST.SECRETARY (OFFICIAL SEAL)
RECOMMENDED:	ACCEPTED:
	DEPARTMENT OF TRANSPORTATION
BY: STATE UTILITIES ADMINISTRATOR	
	DV
	BY:COMMISSIONER
DROJECT NO. N/A	
PROJECT NO.: N/A COUNTY: Fulton	Signed, sealed and delivered this day of, 20,
G.D.O.T. P.I. NO.: 0013949	
DATE: June 14, 2021 DB	(OFFICIAL SEAL OF THE DEPARTMENT)
I attest that the seal imprinted herein is the Officia	al Seal of the DEPARTMENT.
	BY:
	TREASURER OFFICIAL CUSTODIAN OF THE SEAL
	OTTOME COSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT CONTRACT ITEM AGREEMENT

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 N/A, P.I. No. 0013949 to add turn lanes on County Road 1385/Buffington Road from Royal South Parkway to Rock Quarry Road in Fulton County and that Mr. 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 <u>Augus</u> , 2021.
ATTEST: John Comments of the C	BY: Russ 1 Th
COMMISSION OF GEORGIA	CHÀIRMAN

FULTON COUNTY

OHUNGIAM , 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 Fulton County. WITNESS my hand and official signature, this the

COMMISSION CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No.	Project No. N/A, PI No. 0013949, Fulton County, To add turn lanes
or Project Description:	on County Road 1385/Buffington Road from Royal South Parkway
	to Rock Quarry Road.

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:

E1 / 1 2 1	1/1/2007
Federal Work Authorization User Identification Number	Date of Authorization
(EEV/E-Verify Company Identification Number)	Bale of Manorization
Fulton County agremment	
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)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

29 DAY OF JUNE,

Malul J. Muy

My Commission Expires: MAy 25 2026

Title (of Authorized Officer or Agent of Contractor)

16 Ly and 0120

Date Signed

[NOTARY SEAL]



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