



COBB COUNTY WATER SYSTEM

Customer Service Facility
660 South Cobb Drive
Marietta, Georgia 30060-3105
770-419-6200
www.cobbwater.org

Judy B. Jones, P.E.
Director

Divisions

Accounting
Communications & Education
Customer Service
Engineering & Records
Stormwater Management
System Maintenance
Water Protection

July 15, 2022

Ms. Pam Conner, City Manager
City of Powder Springs
4426 Marietta Street
Powder Springs, GA 30127

Subject: Relocation Plan for Water/Sewer Facilities
Powder Springs Road Safety Improvements
CCWS Project W4462

Dear Ms. Conner:

This letter is a follow-up to the discussions between the representatives of the City of Powder Springs (City) and the Cobb County Water System (County) concerning the impacts of the subject road improvement project (Project) on the County's existing water and sewer facilities. The City plans to contract through competitive bidding roadway and drainage improvements to Powder Springs Road as part of the Project. The County has water and sewer facilities along this road that must be adjusted and/or relocated as a result of the Project. The County considers it advantageous to have its water/sewer work included as part of the Project and the City is willing to include the County's work in the contract to be let by the City.

This letter documents the understanding between the City and the County regarding the adjustment and/or relocation of the County's water/sewer facilities in the Project:

1. The engineering, including preparation of detailed plans, specifications and cost estimate for the required water/sewer work will be accomplished by the County and the cost of which will be the responsibility of the County. The plans and specifications shall provide for adjustment, relocation, or new installation of the County's facilities in accordance with the County's customary practices, standards, and details, subject to conformance with the City's contract documents.

2. In cases of any technical discrepancy related to the County's water/sewer work to be performed, the following documents shall govern in descending order: (1) Project Special Provisions, (2) County's specifications, (4) City's specifications, (3) County's plans and construction details, and (5) City's plans and construction details. If field conditions show previously unknown conflicts, the City and County representatives will identify a mutually acceptable resolution.
3. The County maintains a list of prequalified contractors to perform its water and sewer construction work. To the extent allowed by Georgia law, only contractors who have been prequalified with the County as of the date of the first public notice of the Project advertisement for bids will be eligible to perform the required water/sewer work. A bid requirement shall be to identify the contractor or subcontractor proposed to perform the water/sewer work.
4. The plans, specifications, special provisions and cost estimate for the Project shall be subject to approval by both the City and County prior to advertising for bids.
5. If necessary, the County will obtain additional temporary and permanent easements, at its own expense, for any water/sewer work outside of the construction limits shown on the project right of way plans, and shall demonstrate possession of said easements to the City.
6. The City's insurance requirements for the contractor will contain the provision that the County and its officials, officers, employees, volunteers and agents are to be covered as "Additional Named Insureds" as respects to all liabilities to be insured against that are listed in the City's contract documents. The required insurance coverage will contain no special limitation on the scope of protection afforded to the County and its officials, officers, employees, volunteers and agents. The City shall also require the contractor to indemnify, defend and hold harmless the County, and its officials, officers, employees, volunteers and agents from and against any claims, costs and liabilities for personal injury or property damage related to or arising out of the water/sewer work performed by the contractor.
7. The City shall provide to the County for review all competitive bids received, at least five business days prior to the City's acceptance of any bid or award of the contract. In the event the County demonstrates to the City prior to the expiration of the review period that the submitted prices do not represent a reasonable cost for the water/sewer work, the County shall have the right to a) recommend rejection of bids, or b) remove the County's work from the Project and allow the County to perform the work via a separate contract.
8. The County Board of Commissioners will be presented an Agenda item to approve and fund the County's portion of the Project at the first available meeting following notification by the City to the County of the City's intent to award the contract, the name of the contractor and the scheduled date for City Council action.

9. The County agrees that the City will be responsible for the construction contract administration for the Project; however, it is with the understanding that the City will accept the instructions of the County for Project decisions that may impact the scope, cost, quality and schedule of the County's portion of the Project. The City agrees to allow the County a minimum of five business days to review the contractor's submittals, requests for information, change requests and correspondence related to the water/sewer work for the contract duration.
10. The City agrees to enforce the terms of the contract documents related to the water/sewer work. The County is responsible for inspecting all water/sewer work and shall notify the City of any deficiency in the work performed by the contractor, and any change that will affect the contract price and/or schedule. The City shall consult with the County before authorizing any changes or deviations which might affect the County's facilities. The engineering for plan revisions to the County's facilities shall be the responsibility of the County.
11. The City agrees to notify the County when all the water/sewer work is complete and ready for final inspection. The County may attend the final inspection or provide a list of deficiencies in the water/sewer work to the City prior to the final inspection. The City will not accept the water/sewer work until the County notifies the City that the water/sewer work has been completed in accordance with the plans and specifications and the work is acceptable.
12. After award of the contract, the County will continue to maintain its facilities until the adjustment or relocation work begins on any segment of the facilities. Once the adjustment or relocation work begins on a segment of the facilities, the City's contractor will be responsible for the maintenance of the adjusted or relocated facilities until the City's final acceptance of the project.
13. Upon written notification by the City that the work has been completed, the County will notify the City whether it is prepared to accept the adjusted or relocated facilities. The County will upon such acceptance operate and maintain said facilities without further cost to the City and its contractor. The contractor will be required by the City to provide a one-year warranty to the County from the date that the County accepts the adjusted or relocated facilities. Upon acceptance of the adjusted or relocated facilities by the County, the County will be responsible for the enforcement of the contractor's one-year warranty for such work.
14. The County will review, within seven days of receipt, applications for payment for water/sewer work completed. The City agrees not to authorize any payment to the contractor for water/sewer work items completed until the County has provided written approval to the City that the payment request is an accurate reflection of the work completed and that the work has been properly constructed according to the approved plans and specifications. The City will be responsible for making payments to the contractor for water/sewer work properly performed. No response from the County within seven days shall constitute approval by the County that the payment request is an

accurate reflection of the work completed and that the work has been properly constructed according to the approved plans and specifications.

15. The City shall submit an invoice to the County for reimbursement for the water/sewer work items completed and paid for by the City. The County agrees to reimburse the City for such work in accordance with its normal business processes, but in no event later than 60 days after receipt of the invoices for reimbursement.
16. The City and County agree that all matters related to this specific project will be governed by this letter of understanding. In the event of a dispute that cannot be resolved at the project staff level, the Cobb County Water System Director and the Public Works Director for the City shall engage in a good faith effort to resolve the disputed items. If these two individuals are unable to reach a consensus, the dispute shall be elevated to the Cobb County Manager and the City Manager for resolution.

We look forward to a successful project.

Sincerely,

COBB COUNTY WATER SYSTEM

Judy B. Jones, P.E.
Director

ACKNOWLEDGED BY THE CITY:

(Signature)

(Date)

(Title)

cc: Eric W. Olson, Engineering & Records Division Manager
Andrew Kennedy, Construction Management Services