

Account No. – Class: 733307- 309

Department ID: 4840470001

Program No.: 4180601

STANDARD UTILITY AGREEMENT  
PRELIMINARY ENGINEERING AGREEMENT

Georgia Project No.: CSNHS-0007-00(386), Lowndes County  
G.D.O.T. P.I. No.: **0007386**

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 the **Lowndes County Board of Commissioners**, hereinafter called the LOCAL AGENCY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to improve the interchange on CR 274/Lake Park-Bellville Road in, Lowndes County **Georgia** with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, the LOCAL AGENCY does not have sufficient staff to perform in a timely manner the preliminary engineering services involving the design of plans and calculations for the proposed **water and sewer** facilities as requested by the DEPARTMENT; and

WHEREAS, the LOCAL AGENCY desires to employ a consulting engineering firm to perform the required services in accordance with the attached Preliminary Engineering estimate for **\$49,270.00** of which the DEPARTMENT shall bear **100.00% or \$49,270.00** and the LOCAL AGENCY shall bear 0.00% or \$0.00; and

WHEREAS, the installation of the facilities to be designed under this agreement will not be included in the DEPARTMENT's roadway project.

NOW THEREFORE, the PARTIES HERETO, each in consideration of the premises above and of the covenants of the other as hereinafter expressed and contained, do hereby contract and agree each with the other as follows:

1. 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 will have no effect whatsoever on any of the other terms of this Agreement.

2. It is agreed that the regulatory provisions of 23 CFR, shall govern the work and procedures covered by this Agreement and are by reference incorporated herein.

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3. The LOCAL AGENCY shall provide the preliminary engineering services using the services of LEA, PC, firm routinely employed by the LOCAL AGENCY, as identified and included in the attached estimate for engineering and surveying fees in the amount of **\$49,270.00**. Prior to contracting for any additional consultant work not specifically covered by this Agreement, the LOCAL AGENCY shall submit to the DEPARTMENT for approval the consultant's proposal containing, but not limited to, a statement of the scope of consultant services, a list of wage rates and classifications to be used by the consultant and an itemized statement of costs estimated to complete the services. Selection and employment of the consultant will be governed by requirements and procedures contained in 23 CFR. The DEPARTMENT shall have the right to retain and use the reports, plans, specifications, digital information, field data, notes and cost records produced under the agreement for the purpose of verification of accounts or in connection with completion of the project scope of services.

4. The LOCAL AGENCY may submit to the DEPARTMENT monthly bills for the eligible cost of the work as done by the LOCAL AGENCY during the current month and shall submit one final and complete billing of all eligible costs when the work has been completed.

5. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the LOCAL AGENCY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid 23 CFR 645. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the LOCAL AGENCY pertaining to this project and will bill the LOCAL AGENCY any amount of any unallowable expenditure made in the conditional final payment of this contract or, if no unallowable expenditure is found, notify the LOCAL AGENCY of that fact in writing. For audit purposes, the reports, plans, specifications, digital information, field data, notes and cost records and accounts of the LOCAL AGENCY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the LOCAL AGENCY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the LOCAL AGENCY.

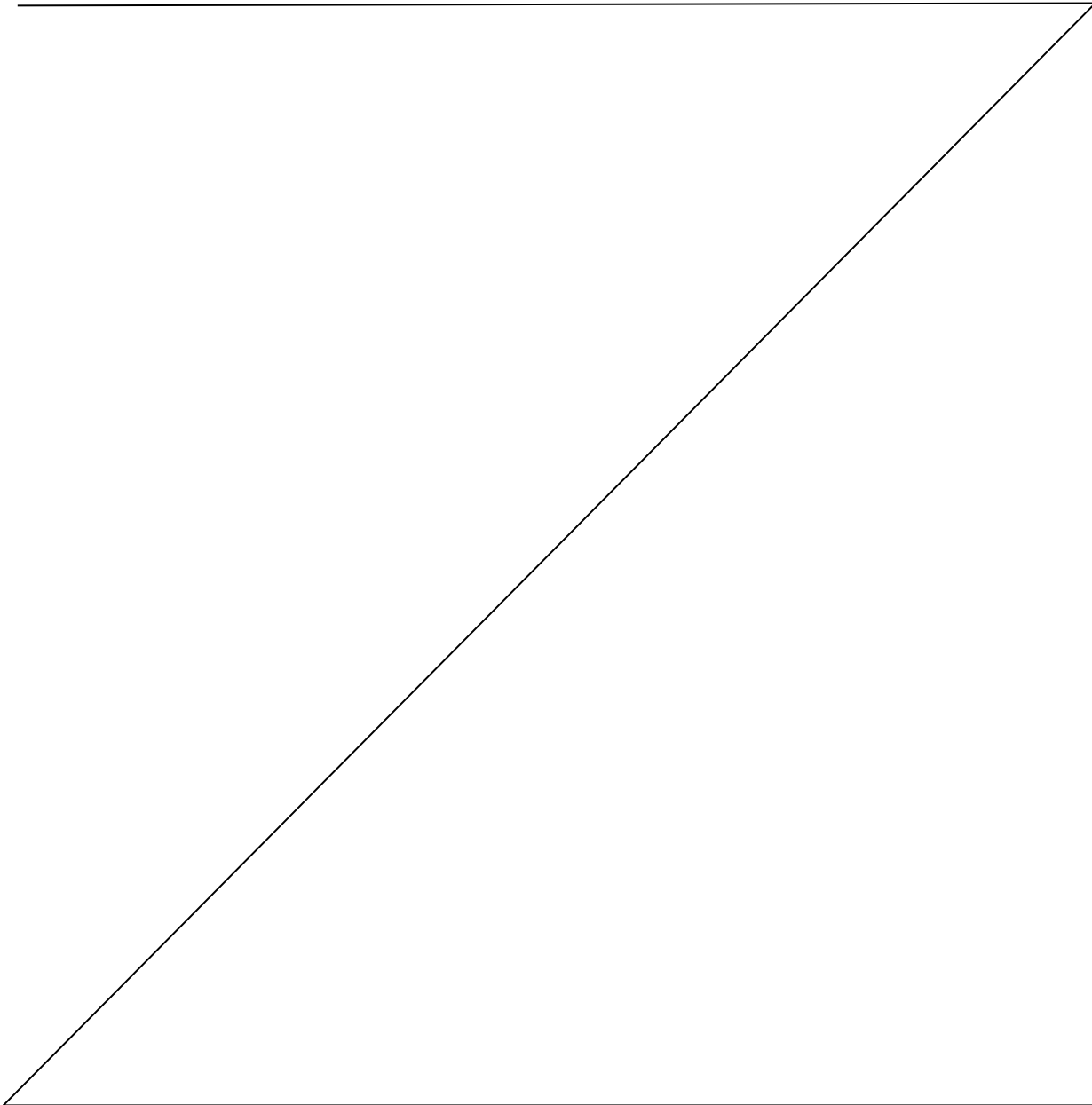
6. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the LOCAL AGENCY will be required or that an increase in cost anticipated will be incurred by the LOCAL AGENCY, a written change or extra work order approved by the DEPARTMENT shall be required as provided in 23 CFR 645.

7. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

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8. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Fulton County, Georgia and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

9. 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.



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IN WITNESS WHEREOF, the parties hereto have 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.

LOWNDES COUNTY BOARD OF  
COMMISSIONERS

BY: \_\_\_\_\_  
NOTARY PUBLIC  
(SEAL)

BY: \_\_\_\_\_  
CHAIRMAN

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_,  
My commission expires:

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document

\*\*\*\*\*  
FEIN \_\_\_\_\_  
\*\*\*\*\*

BY: \_\_\_\_\_  
COUNTY CLERK  
(OFFICIAL SEAL)

RECOMMENDED:  
  
BY: \_\_\_\_\_  
STATE UTILITIES ENGINEER

ACCEPTED:  
DEPARTMENT OF TRANSPORTATION  
  
BY: \_\_\_\_\_  
COMMISSIONER

PROJECT NO.: CSNHS-0007-00(386)  
COUNTY: Lowndes  
GDOT P.I. NO.: 0007386  
DATE: May 13, 2019 TYH

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