

WATER AND SEWER AGREEMENT
between the
Georgia Ports Authority (hereafter the **AUTHORITY**)
And the
City of Savannah (hereafter the **OWNER**)

Whereas, the **AUTHORITY** proposes to undertake a project hereafter referred to as **PROJECT** to construct **Garden City Terminal International Multimodal Connector, Package 3 – Rail Infrastructure** in Chatham County, Georgia, and;

Whereas, the **OWNER** has a 48-inch industrial and domestic water main (the “Main”) on the **AUTHORITY’S** property pursuant to a recorded easement, a portion of which must be protected as a result of the proposed **PROJECT**, and;

Whereas, the **OWNER** desires to install protective measures to prevent future impacts to the Main and the proposed **PROJECT** and has requested the Authority to complete such work as part of the **PROJECT**, and;

Whereas, the **OWNER** has agreed to reimburse the actual costs of design and construction of the protective measures of the existing Main in the area affected by the **PROJECT** up to a maximum of \$1,592,000.00, and;

Whereas, the **AUTHORITY** and **OWNER** agree that time is of the essence, and;

Whereas, the **AUTHORITY** and **OWNER** agree that it is advantageous to have the design and construction of the proposed protective measures to the Main included in the construction of the **PROJECT** by the **AUTHORITY** and desire to enter into this Agreement to provide therefore, and;

Now therefore, the following is hereby mutually agreed to and understood by both parties:

1. The identification of existing utility facilities related to the Main including preparation of utility plans will be accomplished by the **AUTHORITY** prior to construction of the **PROJECT**. **OWNER** will assist **AUTHORITY** with the locating of **OWNER’S** existing utility facilities, including the Main.
2. The preliminary engineering, including preparation of detailed plans and contract estimate for the requested protective measures will be accomplished by competent professional engineers registered in the State of Georgia and the cost of which will be the responsibility of the **AUTHORITY**, to be reimbursed as provided for in this Agreement. The **OWNER’S** standard details should be labeled as “Special Plan Details” and included immediately

in sequence behind the plan sheet(s) showing the protective measures of the **OWNER'S** existing Main with Standard Plans and Standard Construction Details. The **AUTHORITY** shall provide plans in an appropriate/acceptable design file format, and, if requested, as PDF files.

3. The plans and estimate shall be subject to approval by the **AUTHORITY** and **OWNER**.
4. All work necessary for the installation of protective measures in accordance with the final plans when approved shall be included in the **PROJECT**. The Authority's Program Manager will verify and provide recommendations, where possible, to utilize current **PROJECT** unit prices. Pricing not part of the **PROJECT'S** unit pricing shall be agreed upon by **AUTHORITY** and **OWNER**.
5. All construction engineering and contract supervision shall be the responsibility of the **AUTHORITY** to ensure that all protective measures included in the **PROJECT** are accomplished in accordance with the **PROJECT'S** plans and specifications. The **AUTHORITY** will consult with the **OWNER** before authorizing any changes or deviations which affect the **OWNER'S** facility.
6. The **AUTHORITY'S** engineer shall provide to **OWNER** a statement certifying that the materials and workmanship meets the **OWNER'S** specifications and standards. Upon request by the **OWNER**, the certification shall be substantiated by material affidavits from suppliers and by test results for deflection, pressure, leaks, compaction, televising, and other tests required by the **OWNER**, at the expense of the **AUTHORITY**.
7. The **AUTHORITY** acknowledges that **OWNER** is now and will be throughout the work, dependent upon the proper and constant operation of the existing force main. The **AUTHORITY'S** contractor shall use design and construction means and methods approved by **OWNER** will not interfere with the **OWNER'S** continuous use of the Main.
8. The **OWNER** shall have the right to visit and inspect the work at any time and advise the **AUTHORITY'S** Engineer of any observed discrepancies or potential problems. The cost of any **OWNER** visits or inspections will be the responsibility of the **OWNER**. The **AUTHORITY** agrees to notify the **OWNER** when all utility work related to the **OWNER'S** facilities is complete and ready for final inspection and invite the **OWNER** to attend the final inspection or provide a corrections list to the **AUTHORITY** prior to the final inspection.
9. Upon acceptance of the work and upon certification by the **AUTHORITY'S** engineers and the **OWNER** that the work has been completed in accordance with the plans and specifications, and the provision of two (2) copies of 24" x 36" record drawings on Chronoflex Mylar (GA State Plane Coordinates, NAD 83, NAVD 88, with coordinates for protective measures stamped / certified by a Land Surveyor or Professional Engineer registered in GA) by the

AUTHORITY'S engineer, the **OWNER** will accept the protective measures to the Main and will thereafter operate and maintain said facilities without further cost to the **AUTHORITY** and its contractor, except that the contractor shall warrant all material and workmanship for a period of not less than 12-months from the date of acceptance by the **OWNER**.

10. Upon acceptance of the work by Owner, the **AUTHORITY** shall provide a reimbursement request to the **OWNER** along with the necessary documentation for reimbursement. **OWNER** shall reimburse the Authority in full within 60 days of such request.
11. The **AUTHORITY** shall not make any representations or warranties regarding the protective measures or the fitness of the protective measures for any particular purpose other than to assign the warranty from the **AUTHORITY'S** contractor as provided in Paragraph 9 hereof.
12. Should the reimbursement request exceed the established total of \$1,592,000.00, **OWNER** will initiate negotiations with **AUTHORITY** to propose an amendment to this Agreement to cover such costs that exceed \$1,592,000.00. Payment of the initial \$1,592,000.00 shall not be delayed while **OWNER** and **AUTHORITY** proceed with negotiations of an amendment to increase the reimbursement as required.

[SIGNATURE PAGE(S) FOLLOW]

APPROVED FOR THE OWNER BY:

CITY OF SAVANNAH

(Signature)

(Date)

(Title)

APPROVED FOR THE AUTHORITY BY:

GEORGIA PORTS AUTHORITY

(Signature)

(Date)

(Title)

Attachments to Agreement:

Exhibit 1 –

Exhibit 2 –