



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

July 3, 2023

Honorable Michael Thurmond  
Chief Executive Officer  
DeKalb County Board of Commissioners  
1300 Commerce Drive  
Decatur, Georgia 30030

Subject: P.I. No. M006326, DeKalb County, Call No. 014  
Contract Item Agreement Authorization – Water and Sewer Facilities

Dear Mr. Thurmond:

Pittman Construction Company, as contractor for the Department of Transportation, was awarded a contract on **December 2, 2022**, to proceed with the proposed construction on the above numbered project.

The installation of DeKalb County's water and sewer facilities in conflict with the project, has been included in the project as requested. Attached is an executed counterpart of the Contract Item Utility Agreement dated **May 6, 2023**, addressing DeKalb County's reimbursement of this work to the Department. The agreement is supported by your initial estimate of **\$706,000.00**, not including betterment. However, the actual bid cost of the work is **\$784,143.00** of which DeKalb County is responsible for **100%** or **\$784,143.00** and the Department is responsible for **0%** or **\$0.00**.

As outlined in Article 8, this reimbursement includes the cost of all items necessary to complete the work. DeKalb County will reimburse the Department in the amount of **\$784,143.00**. Please send the Department a check to my attention in the amount of **\$784,143.00** payable to the Georgia Department of Transportation, Office of Utilities, P.O. Box 931900, Atlanta Georgia 31193-1900.

The Department will provide construction engineering and contract supervision for the water and sewer facilities included in the project contract. However, you may visit the jobsite at any time to satisfy yourself that work is proceeding according to plan; but, please be reminded that only one "Final Inspection" can be conducted after the contractor notifies the Department that work is complete and the inspection must be arranged by the Department's Area Manager. All instructions or corrective items must be given through Department personnel.

Mr. Michael Thurmond  
P.I. No. M006326, DeKalb County, Call No. 014  
Contract Item Agreement Authorization – Water and Sewer Facilities  
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Mr. Borden Polk, Assistant District 7 Construction Manager, under Paul DeNard, District Engineer, Chamblee, Georgia will be responsible for the construction supervision and inspection on this project. Mr. Polk can be reached by telephone at (470) 432-5749 or email BoPolk@dot.ga.gov or by mail addressed to 5025 New Peachtree Road, Chamblee, Georgia 30341.

You may contact Danah Bonny, Utilities Preconstruction Specialist, if further information is needed at 404-631-1709 or by mail addressed to Georgia Department of Transportation, Office of Utilities 10th floor, One Georgia Center, 600 West Peachtree St, NW, Atlanta, Georgia 30308 or by e-mail at dbonny@dot.ga.gov.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a horizontal line drawn through the bottom of the signature.

Shajan Joseph, P.E.  
Assistant State Utilities Administrator

For: Nicholas Fields  
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement, and Estimate)  
cc: Marc Mastronardi, P.E., Director of Construction  
Paul DeNard, P.E., District 7 Engineer  
Shun Pringle, District 7 Utilities Manager  
Emma DeLouis, Financial Manager  
Borden Polk, Assistant District 7 Construction Manager  
Pat Brown, District 7 Contracts Supervisor  
Abdulvahid Munshi, Utility Coordinator  
Frantz Boileau, Utilities Preconstruction Specialist



Account No. – Class: 733005-309

Department ID: 4848050000

Program No.: 4181501

### CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, DeKalb County

G.D.O.T. P.I. No.: M006326

THIS AGREEMENT, made this 5/6/2023, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and DeKalb 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 resurface State Route 10 from State Route 8 to the Gwinnett County Line in DeKalb 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 water and 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 water and 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.

## 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 **\$706,000.00** 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 \$706,000.00 or 100%.**

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.

10. It is further mutually agreed that the final cost of the work performed on 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.

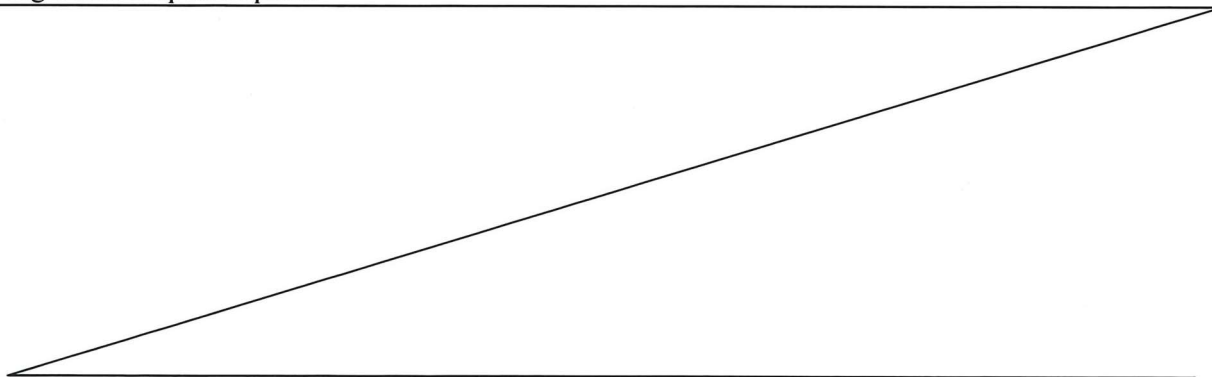
11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. 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.

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CONTRACT ITEM AGREEMENT

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.



DEKALB COUNTY

BY: Carlos Daniels  
NOTARY PUBLIC (SEAL)

[Signature]  
CHIEF EXECUTIVE OFFICER



SWORN TO AND  
SUBSCRIBED BEFORE  
ME THIS DAY  
OF February, 20 23.

Notary Public  
My commission expires: 8/17/24

Signed on behalf of DEKALB COUNTY pursuant to resolution dated 7/26/2022.

\*\*\*\*\*  
FEIN 58-6000814  
\*\*\*\*\*

BY: \_\_\_\_\_  
SECRETARY/ASST. SECRETARY  
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: [Signature]  
STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION  
BY: Russell R. McMurry  
COMMISSIONER

PROJECT NO.: N/A  
COUNTY: DEKALB  
G.D.O.T. P.I. NO.: M006326  
DATE: March 17, 2022 DB

Signed, sealed and delivered this 5/6/2023  
day of \_\_\_\_\_, 20\_\_\_\_,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT

BY: [Signature]  
TREASURER  
OFFICIAL CUSTODIAN OF THE SEAL

CONTRACT ITEM AGREEMENT

**RESOLUTION**

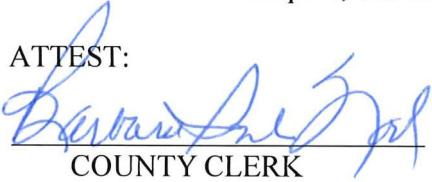
STATE OF GEORGIA

DEKALB COUNTY

BE IT RESOLVED by the BOARD OF COMMISSIONERS of DEKALB COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, DEKALB COUNTY, P.I. No. M006326 to resurface State Route 10 from State Route 8 to the Gwinnett County Line in DeKalb County and that the Honorable Michael Thurmond as Chief Executive Officer and Barbara Sanders Norwood, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Board of Commissioners of DEKALB COUNTY.

Passed and adopted, this the 26 day of July, 2022.

ATTEST:

  
COUNTY CLERK

BY:   
CHIEF EXECUTIVE OFFICER

STATE OF GEORGIA,

DEKALB COUNTY

I Barbara Sanders Norwood, as 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 BOARD OF COMMISSIONERS of DEKALB COUNTY WITNESS my hand and official signature, this the 2nd day of Feb,

2023.

BY:   
COUNTY CLERK





**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	DEKALB COUNTY
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	Project No. N/A, PI No. M006326, DeKalb County - To resurface State Route 10 from State Route 8 to the Gwinnett County Line.

**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:

55412  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

09/26/2007  
Date of Authorization

DeKalb County  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

David E. Hayes  
Printed Name (of Authorized Officer or Agent of Contractor)

Department of Watershed Interim Director  
Title (of Authorized Officer or Agent of Contractor)

*David E. Hayes*  
Signature (of Authorized Officer or Agent)

1-12-2023  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12 DAY OF January, 2023  
*CW Moulzon*  
Notary Public

My Commission Expires: Oct 28, 2024





**Certificate Of Completion**

Envelope Id: 0C04B2EECCAE448AA3070CEE18576ABA

Status: Completed

Subject: 48400-240-UAOUT2302247/DEKALB COUNTY

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

GDOT DocuSign Admin

AutoNav: Enabled

600 W Peachtree St, NW

EnvelopeId Stamping: Enabled

Atlanta, GA 30308

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

gdot\_contracts@dot.ga.gov

IP Address: 143.100.53.12

**Record Tracking**

Status: Original

Holder: GDOT DocuSign Admin

Location: DocuSign

5/2/2023 9:56:45 AM

gdot\_contracts@dot.ga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: DocuSign

**Signer Events**

Nick Fields

nfields@dot.ga.gov

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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**Timestamp**

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Signature Adoption: Uploaded Signature Image

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**Electronic Record and Signature Disclosure:**

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ID: 0c269c69-edfe-40d3-b4d9-b58315335e09

Russell R McMurry

rmcmurry@dot.ga.gov

Commissioner

Georgia Department of Transportation

Security Level:

.Email

5/6/2023 2:11:12 PM

DocuSigned by:



76D6577D00644FA...

Sent: 5/3/2023 2:46:10 PM

Resent: 5/5/2023 2:28:31 PM

Viewed: 5/6/2023 2:11:23 PM

Signed: 5/6/2023 2:11:36 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.239.54.103

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 2/26/2016 9:35:33 AM

ID: cd5459ce-99ae-409c-b25c-b6922ca5a283

Angela O. Whitworth

awhitworth@dot.ga.gov

Treasurer

Security Level:

.Email

ID: 2534def6-cdac-41d6-b8cf-bd7311cbb4b8

5/8/2023 2:11:26 PM

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**Electronic Record and Signature Disclosure:**

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Updated	Security Checked	5/8/2023 2:11:15 PM
Envelope Updated	Security Checked	5/8/2023 2:11:32 PM
Certified Delivered	Security Checked	5/8/2023 2:11:32 PM
Signing Complete	Security Checked	5/8/2023 2:11:37 PM
Completed	Security Checked	5/8/2023 2:11:37 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Georgia Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov)

**To advise Georgia Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Georgia Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Georgia Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.