



INVOICE

Invoice# INV-010377

Balance Due
\$4,500.00

Bill To
Dekalb County
4415 Memorial Drive
Decatur, GA 30032

Invoice Date : 06.02.2020
Reference : Contract ID # 48400-240-
UAOUT2001864
PI# : M005797 DeKalb -
DeKalb County CIA

#	Description	Qty	Rate	Amount
1	Water Items Placed in GDOT contract	1.00	4,500.00	4,500.00
			Sub Total	4,500.00
			Total	\$4,500.00
			Balance Due	\$4,500.00

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

Dekalb County

Invoice Number	INV-010377
Due Date	
Amount Due	\$4,500.00

The P.O. Box address below is for payments only

Make all checks payable to:
Georgia Department of Transportation
P.O. Box 931900
Atlanta, GA 31193-1900



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 1, 2020

Honorable Michael Thurmond
Chief Executive Officer
DeKalb County Department of Watershed Management
4572 Memorial Drive
Decatur, Georgia 30032

SUBJECT: PI No. M005797, DeKalb County, Call No. 008
Contract Item Agreement Authorization – Water Facilities

Dear Mr. Thurmond,

Pittman Construction Company, as contractor for the Department of Transportation, was awarded a contract on Friday, April 3, 2020, to proceed with the proposed construction on the above numbered project.

The installation of DeKalb County's 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 18, 2020** addressing DeKalb County's reimbursement of this work to the Department. The agreement is supported by your initial estimate of **\$700.00** not including betterment however the actual bid cost of the work is **\$4,500.00** of which DeKalb County is responsible for **100%** or **\$4,500.00**.

As outlined in Article 8, this reimbursement includes the betterment bid cost of all items necessary to complete the work. DeKalb County will reimburse the Department in the amount of **\$4,500.00**. Please send the Department a check to my attention in the amount of **\$4,500.00** 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 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. Chris Woods, Area 1 Manager, under Kathy Zahul, District 7 Engineer, Chamblee, Georgia will be responsible for the construction supervision and inspection on this project. Mr. Woods

Honorable Michael Thurmond
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can be reached by telephone at (770) 216-3891 or email cwoods@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 stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

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

PA: SPJ: MGC: DB

Attachments (Agreement, and Estimate)

cc: Marc Mastronardi, P.E., Director of Construction
Kathy Zahul, P.E., District 7 Engineer
Shun Pringle, District 7 Utilities Manager
Scott Gibson, District 7 Contracts Manager
Chris Woods, Area 1 Manager
Emma DeLouis, Financial Manager
David Woodcox, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utilities Coordinator

Tabulation of Bids

Contract ID: B1CBA2001335-0

Counties: DeKalb

Letting Date: March 20, 2020

District(s): District 7 - Chamblee, District 7 - Chamblee, Area Office 1 - Chamblee

Call Order: 008

Project(s): M005797

Contract Time: 02/28/21 COMPLETION DATE

Contract Description: 6.334 MILES OF MILLING AND PLANT MIX RESURFACING ON SR 124 BEGINNING NORTH OF CSX RAILROAD CROSSING AND EXTENDING TO THE GWINNETT COUNTY LINE.
(E)

Line No / Item ID Item Description	Alt Set / Alt Member	Quantity and Units	(1) PITTMAN CONSTRUCTION COMPANY		(2) E. R. SNELL CONTRACTOR, INC.	
			Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ROADWAY						
0060	611-8140	2.000	2,250.00000	4,500.00	1,321.69000	2,643.38
ADJUST WATER VALVE BOX TO GRADE						
0065	647-6200	36.000	746.75000	26,883.00	703.81000	25,337.16
LOOP DETECTOR, 6 FT X 6 FT, BIPOLE						
0070	647-6250	23.000	1,030.00000	23,690.00	1,196.47000	27,518.81
LOOP DETECTOR, 6 FT X 40 FT, BIPOLE						
0075	647-6300	15.000	1,081.50000	16,222.50	1,484.39000	22,265.85
LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE						

LCC:

Cat Alt Member:

Cat Alt Set:

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

DeKalb County
Contract No. 1201415

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, DeKalb County

G.D.O.T. P.I. No.: M005797

THIS AGREEMENT, made this May 18 2020, 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 SR 124 from CSX # 279681D 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 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 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 \$700.00 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 \$700.00 or 100%.

CONTRACT ITEM AGREEMENT

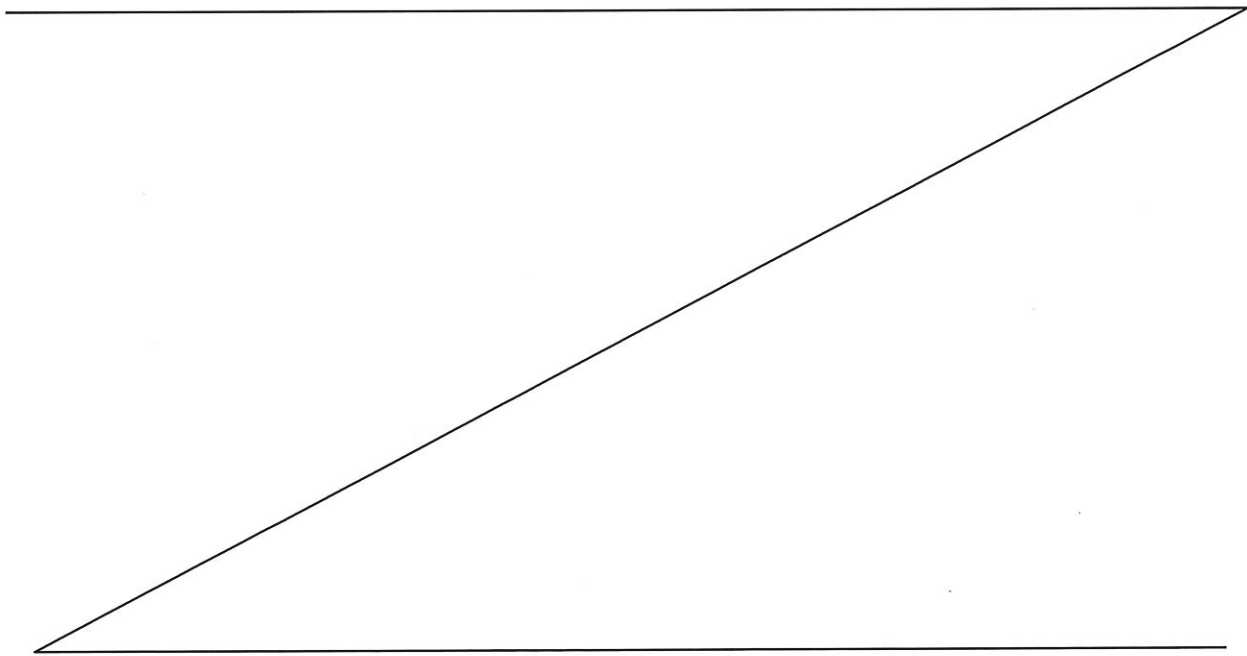
9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

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, COMPANY 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.



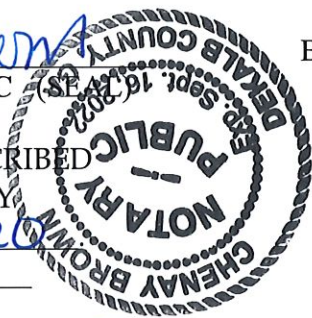
CONTRACT ITEM AGREEMENT

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: Chenay Buena
NOTARY PUBLIC

BY: [Signature]
CEO



SWORN TO AND SUBSCRIBED
BEFORE ME THIS 14 DAY
OF April, 2020

Notary Public
My commission expires: 9/16/22

Signed on behalf of DEKALB COUNTY pursuant to resolution
dated March 31, 2020.

FEIN 58-6000814

BY: [Signature]
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: [Signature]
STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
COMMISSIONER

PROJECT NO.: N/A
COUNTY: DEKALB
G.D.O.T. P.I. NO.: M005797
DATE: January 21, 2020 DB

Signed, sealed and delivered this 18th
day of May, 2020

(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. M005797 to resurface SR 124 from CSX # 279681D to the Gwinnett County line in DeKalb County and that Honorable Michael Thurmond as Chief Executive Officer and [Signature], 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 31st ~~24th~~ day of March, 2014

ATTEST:

[Signature]
CLERK

BY: [Signature]
CEO

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 7th day of April,

20 14

BY: [Signature]
CLERK



DeKalb County
Contract No. 1201415

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DEKALB COUNTY
Solicitation/Contract No./ Call No. or Project Description:	Project No. N/A PI No. M005797, DeKalb County - Resurface SR 124 from CSX # 279681D to the Gwinnett County line in DeKalb County, Georgia.

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

Reginald Wells
Printed Name (of Authorized Officer or Agent of Contractor)

Director
Title (of Authorized Officer or Agent of Contractor)

Reginald Wells
Signature (of Authorized Officer or Agent)

3/20/2020
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

20 DAY OF March, 2020

Marla C Herbert
Notary Public

My Commission Expires: March 23, 2021

