

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

October 23, 2020

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

Subject: PI No. 0013971, DeKalb County

Contract Item Agreement Undated - Water Facilities

Dear Mr. Thurmond:

In accordance with your request, the adjustment of Water facilities belonging to **DeKalb County** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which **DeKalb County** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate including betterment for this work is \$3,285,145.58 of which the Department will bear 0% or \$0.00 and **DeKalb County will bear 100**% or \$3,285,145.58 out of which \$291,355.04 are In-Kind costs and \$2,993,810.54 are Betterment costs. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of **DeKalb County** and <u>return all three (3) counterparts</u> to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. In this connection, be sure to have a notary public sign the Agreement. Please be certain that the notary public affixes his/her seal alongside their signature. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of **DeKalb County** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide **DeKalb County's** Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

Honorable Michael Thurmond PI No. 0013971, DeKalb County Contract Item Agreement Undated – Water Facilities October 23, 2020; Page 2 of 2

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the **DeKalb County** in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that **DeKalb County** pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

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: Kathy Zahul, P.E., District 7 Engineer
Shun Pringle, District 7 Utilities Manager
David Woodcox, Utilities Preconstruction Specialist

Abdulvahid Munshi, Utility Coordinator

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, DeKalb County G.D.O.T. P.I. No.: 0013971

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 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 add turn lanes at the intersection of State Route 236/LaVista Road and State Route 42/Briarcliff Road 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:

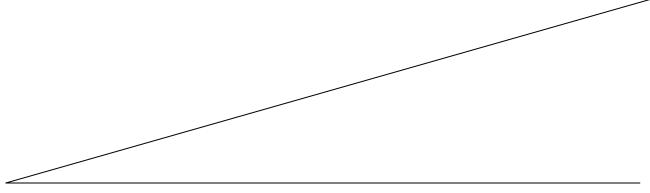
WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

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.

- 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, including betterment, is \$3,285,145.58 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 \$3,285,145.58 or 100% out of which \$291,355.04 are In-Kind costs and \$2,993,810.54 are Betterment costs.

- 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 LOCAL AGENCY'S total share in four (4) equal installments with the first installment at the letting and subsequent three installments at 7 (Seven) month intervals or/prior to 70% completion of the overall project construction.
- 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.



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:		BY:					
NOTARY	PUBLIC (SEAL)	CHIEF EXECUTIVE OFFICER					
SWORN TO AND	SUBSCRIBED						
BEFORE ME THIS	5 DAY						
OF							
Notary Public							
My commission ex	xpires:						
Signed on behalf of	DEKALB COUNTY pursu	uant to <u>resolution</u> dated					
******	********						
		BY:					
*******	*********	SECRETARY/ASST.SECRETARY (OFFICIAL SEAL)					
RECOMMENDED	:	ACCEPTED:					
		DEPARTMENT OF TRANSPORTATION					
BY:STATE UTILITIE	ES ADMINISTRATOR						
		BY:					
		COMMISSIONER					
PROJECT NO.:	N/A	Signed, sealed and delivered this					
COUNTY:	DeKalb	day of, 20,					
G.D.O.T. P.I. NO.:							
DATE:	October 23, 2020 DB	(OFFICIAL SEAL OF THE DEPARTMENT)					
I attest that the seal	imprinted herein is the Offi	icial Seal of the DEPARTMENT.					
		BY:					
		TREASURER OFFICIAL CUSTODIAN OF THE SEAL					

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 atta	iched Agreement, relative	to project N/A, DEKALB
COUNTY, P.I. No. 0013971 add turn lanes a	at the intersection of State F	Route 236/LaVista Road and
State Route 42/Briarcliff Road in DeKalb	County and that the Honor	rable Michael Thurmond as
Chief Executive Officer and	, as Cour	nty Clerk, be and they are,
thereby authorized and directed to execute	the same for and in beha	alf of said by the Board of
Commissioners of DEKALB COUNTY.		
Passed and adopted, this the	day of	, 20
ATTEST:		
	pv.	
COUNTY CLERK	CHIEF EXE	ECUTIVE OFFICER
STATE OF GEORGIA,		
DEKALB COUNTY I	, as County Clerk, do hereb	y certify that I am custodian
of the books and records of the same, and the	at the above and foregoing	copy of the original is now
on file in my office, and was passed by	the BOARD OF COMM	MISSIONERS of DEKALB
COUNTY WITNESS my hand and official s	ignature, this the	day of,
20		
	BY:	JNTY CLERK
	COU	JNTY CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DEKALB COUNTY
20	Project No. N/A, PI No. 0013971, DeKalb County – Add turn lanes at the intersection of State Route 236/LaVista Road and State Route 42/Briarcliff Road.

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:

<u>55412</u>	09/26/2007
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
DeKalb County	
Name of Contractor	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
Signature (of Authorized Officer or Agent)	Date Signed
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	
	[NOTARY SEAL]
Notary Public	
My Commission Expires:	

		77. 1.7.							Actual Bid Costs							
Pay Item and Description		Additional	Unit	Orig Plan Orig Est Unit				Orig Plan		In-Kind / Betterment		Actual Bid C			Actual Betterment Bid	Final Cost
		Description		Total Qty	Price		Orig Est Cost	Total Qty	Orig Est Cost	Total Qty	Actual Bid Total Qty	Price	Cost	Actual In-Kind Bid Cost	Cost	
-0001 TRAFFIC CONTROL, NON-REF	JNDABLE DEDUCTIONS(150-0001)		LS	0.5	\$ 300,00	0.00 \$	150,000.00	0.5	\$ 150,000.00	1			s -	s -	s -	s
-1060 WATER MAIN, 6 IN * * * Require	s Special Provision * * *(670-1060)		LF		\$ 15	5.00		100	\$ 15,500.00	100						
-1080 WATER MAIN, 8 IN * * * Require	s Special Provision * * *(670-1080)		LF		\$ 20	4.00 \$	-	120	\$ 24,480.00	120			\$ -	\$ -	S -	S
-1120 WATER MAIN, 12 IN * * * Requi	res Special Provision * * *(670-1120)		LF			4.00 \$	-	2,000	\$ 468,000.00	2000			\$ -	\$ -	\$ -	\$
-1240 WATER MAIN, 24 IN * * * Requi	res Special Provision * * *(670-1240)		LF			7.69 \$	-	1,920	\$ 1,013,164.80	1920			\$ -	\$ -	\$ -	\$
2002 VALVE MARKER * * * Requires	Construction Detail * * *(670-2002)		EA		\$ 6	4.07 \$	-	15	\$ 961.05	15			\$ -	\$ -	\$ -	S
2003 AIR RELEASE VALVE ASSEME	LY(670-2003)		EA			0.91 \$	-	1	\$ 6,760.91	1			\$ -	\$ -	\$ -	S
2005 BLOW-OFF ASSEMBLY, COMP	LETE		EA		\$ 1,58	0.14 \$	-	1	\$ 1,580.14	1			\$ -	\$ -	\$ -	S
3086 TAPPING SLEEVE & VALVE AS	SEMBLY, 8 IN X 6 IN * * * Requires Special		EA		\$ 39,57	6.00 \$	-	2	\$ 79,152.00	2			\$ -	\$ -	\$ -	S
-3127 TAPPING SLEEVE & VALVE AS	SEMBLY, 12 IN X 8 IN * * * Requires Special		EA			0.00 \$		2	\$ 118,420.00	2			\$ -			S
-2060 GATE VALVE, 6 IN * * * Require	s Special Provision * * *(670-2060)		EA		\$ 2,37	4.00 \$		1	\$ 2,374.00	1			\$ -	\$ -	\$ -	S
-2080 GATE VALVE, 8 IN * * * Require	s Special Provision * * *(670-2080)		EA			3.00 \$	-	2	\$ 5,866.00	2			\$ -	\$ -	\$ -	S
-2120 GATE VALVE, 12 IN * * * Requi	es Special Provision * * *(670-2120)		EA		\$ 7,22	0.92 \$		11	\$ 79,430.12	11			\$ -	\$ -	\$ -	S
	es Special Provision * * *(670-2240)		EA		\$ 41,25	3.14 \$		2	\$ 82,506,28	2			\$ -	s -	S -	S
4000 FIRE HYDRANT * * * Requires S			EA		\$ 8,35	0.00 \$		10	\$ 83,500.00	10			\$ -	\$ -	\$ -	S
9920 REMOVE EXISTING FIRE HYD	RANT * * * Requires Special Provision * * *(670-		EA		\$ 80	5.00 \$		3	\$ 2,415,00	3			\$ -	s -	S -	
5010 WATER SERVICE LINE, 1 IN(67			LF	250	\$ 2	9.00 \$	7,250,00		S -	250			\$ -	S -	S -	S
5015 WATER SERVICE LINE, 1 1/2 IN	(670-5015)		LF	250	\$ 3	7.50 \$	9.375.00		S -	250			\$ -	S -	S -	S
	* Requires Special Provision * * *(670-5020)		LF	250	\$ 4	8.89 \$	12,222,50		S -	250			\$ -	\$ -	\$ -	S
	** Requires Special Provision ***(670-5620)		LF		\$ 2	8.00 \$	7,000.00		s -	250			\$ -	\$ -	S -	S
	ER. INCL BOX * * * Requires Special Provision * *		EA	38		2.83 \$	49.887.54		S -	38			S -		S -	S
	METER, INCL BYPASS & VAULT - * * * Requires		EA	1	\$ 10.00	0.00 \$	10,000,00		S -	1				S -		7
8120 ADJUST WATER METER BOX 7			EA	10	\$ 1.00	0.00 \$	10,000.00		s -	10				-		
-8050 ADJUST MANHOLE TO GRADE			EA	9	\$ 2.00	0.00 \$	18,000.00		S -	9						
-8140 ADJUST WATER VALVE BOX 7			EA	4		0.00 \$	4,000.00		s -	4						
	ALVES * * * Requires Special Provision * * *(670-		EA	8		0.00 \$	13,600.00		s -	8						
	MAIN * * * Requires Special Provision * * *(670-		EA			2.56 \$	15,000.00	4	\$ 20,090,24				s -	\$.	s -	
	ires Special Provision * * *(670-9450)		CY			6.00 S		960	\$ 360,960.00				s -	s -	s -	
-0001 FLOWABLE FILL(600-0001)	aco opecial rotason (070 5450)		CY		\$ 28	2.00 \$		50	\$ 14,100.00				\$ -		s -	ę
3200 CLASS B CONCRETE(500-3200)			CY			5.00 \$		570	\$ 464,550.00				s -	Ψ	s -	,
200 CLIEBO D CONCILLIZAÇÃO 3200)						-100		570	404,000.00				-	Ψ	*	
	GDOT SHARE				1	OTAL ES	T In-Kind	TOTA	L Betterment EST			TOTAL Act	tual Bid Cost	TOTAL Actual In-Kind Bid Cost	TOTAL Actual Betterment Bid Cost	s
	0.00%				\$		291,335.04	\$	2,993,810.5			s	-	s -	\$ -	
	UTILITY OWNER SHARE				NON-REIMBURSIBLE / FACILITY OWNER SHARE		TOTAL ESTIMATE IN-KIND & BETTERMENT				TOTAL BID COST NON- REIMBURSIBLE / FACILITY OWNER SHARE TOTAL BID COST IN-KIND & BETTERMENT		s			
	100.00%				\$		291,335.04	\$	3,285,145.5	3		\$		\$	•	
					REIME	URSIBLE	/ GDOT SHARE	REIMBURSA	TIMATE IN-KIND (NON- BLE) FACILITY OWNER & BETTERMENT			REIMBURS	SID COST / IBLE/ GDOT ARE	REIMBURSABLE) FA	ST IN-KIND (NON- CILITY OWNER SHARE TERMENT	\$

3,285,145.58

P10013971 - DeKalb - DeKalb County Water Facilities - CIA Spreadsheet 10-22-2020