



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

September 27, 2023

Mr. Robb Pitts  
Chairman  
Fulton County Board of Commissioners  
141 Pryor Street, SW  
10th Floor  
Atlanta, GA 30303

Subject: **Project No. CSSTP-0007-00(838), Fulton County  
P.I. No. 0007838  
Contract Item Agreement Undated – Water and Sewer Facilities**

Dear Chairman Pitts:

In accordance with your request, the adjustment of Water and Sewer facilities belonging to Fulton 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 Fulton County will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **\$5,391,245.87** of which the Department will bear **0% or \$0.00** and Fulton County will bear **100% or \$5,391,245.87**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Fulton County and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of Fulton County is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

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

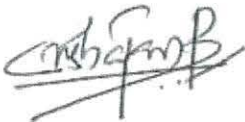
Chairman Robb Pitts  
Project No. CSSTP-0007-00(838), Fulton County  
P.I. No. 0007838  
Contract Item Agreement Undated – Water and Sewer Facilities  
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In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing 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 Fulton 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](mailto:dbonny@dot.ga.gov). Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Shajan Joseph', with a horizontal line underneath.

Shajan Joseph, P.E.  
Assistant State Utilities Administrator

For: Nicholas Fields  
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)  
cc: Paul DeNard, P.E., District 7 Engineer  
Shun Pringle, District 7 Utilities Manager  
Eka Okonmkpaeto, Project Manager  
Frantz Boileau, Utilities Preconstruction Specialist  
Abdulvahid Munshi, Utility Coordinator

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

Georgia Project No.: **CSSTP-0007-00(838), Fulton County**

G.D.O.T. P.I. No.: **0007838**

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 Fulton 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 **widen State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton 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.

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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 **\$5,391,245.87** 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 **\$5,391,245.87 or 100%**.

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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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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, 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.

FULTON COUNTY



BY: [Signature]  
CHAIRMAN

Signed on behalf Fulton County pursuant to resolution dated 11/30/2023

\*\*\*\*\*  
FEIN 58-6001729  
\*\*\*\*\*

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

RECOMMENDED:

ACCEPTED:

BY: \_\_\_\_\_  
STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
COMMISSIONER

PROJECT NO.: CSSTP-0007-00(838)  
COUNTY: FULTON  
G.D.O.T. P.I. NO.: 0007838  
DATE: September 27, 2023 DB

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

ITEM # 23-0783 RM 11/1/23  
REGULAR MEETING

STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

**RESOLUTION**

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the Chairman and Board of Commissioners of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project CSSTP-0007-00(838), Fulton County, P.I. No. 0007838 to widen State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton County and that Robb Pitts as Chairman and Tonya R. Greer, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Chairman and BOARD OF COMMISSIONERS of FULTON COUNTY.

Passed and adopted, this the 7<sup>th</sup> day of November, 2023.

ATTEST:

Tonya R. Greer  
COMMISSION CLERK



BY: Robb Pitts  
CHAIRMAN

STATE OF GEORGIA,

FULTON COUNTY

I Tonya R. Greer, as Commission 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 Chairman and Board of Commissioners of Fulton County. WITNESS my hand and official signature, this the 7<sup>th</sup> day of November, 2023.

BY: Tonya R. Greer  
COMMISSION CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. CSSTP-0007-00(838), P.I. NO. 0007838, FULTON COUNTY, TO WIDEN STATE ROUTE 9 FROM WINDWARD PARKWAY TO THE FULTON/FORSYTH 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:

51421  
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

7/1/2007  
Date of Authorization

FULTON COUNTY  
Name of Contractor

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

Felicia Strong-Whitaker  
Printed Name (of Authorized Officer or Agent of Contractor)

Chief Purchasing Agent  
Title (of Authorized Officer or Agent of Contractor)

[Signature]  
Signature (of Authorized Officer or Agent)

11/9/2023  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9<sup>TH</sup> DAY OF NOVEMBER, 2023

MaJel J. Green  
Notary Public

[NOTARY SEAL]



My Commission Expires: MAY 25, 2025



