

Georgia DOT Project: N/A
County: Fulton
GDOT P.I.: M005652

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
Fulton County (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake the resurfacing of **SR 9 from SR 3 to CS 1865/Lake Placid Drive** to improve the roadway in Fulton County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: **32 (Thirty two) Manholes**.

Whereas the OWNER does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the roadway contract to be let by the DEPARTMENT; and, now therefore:

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water items will be accomplished by the OWNER or OWNER'S Consultant, the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment, relocation, or new installation of the OWNER'S facilities in accordance with the OWNER'S customary practices, standards, and details subject to conformance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT'S Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT's Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in the current Microstation file format.
2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

If necessary, the Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. All construction engineering (layout, inspection) 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 OWNER before authorizing any changes or deviations which might affect the OWNER'S facility. Engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.
5. The OWNER and OWNER'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 cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.
6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or it's CONTRACTOR.
8. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement will be executed by both parties that will supersede this memorandum. The cost for the utility facilities shall be the responsibility of the OWNER and reimbursement to the DEPARTMENT shall be handled thru a Contract Item Agreement.

APPROVED FOR THE OWNER BY:

Robert L. Pitts
(Signature)

6/7/2022
(Date)

ROBERT L. PITTS
CHAIRMAN
(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

State Utilities Administrator
(Title)

Contract Item Agreement to be required? YES
Preliminary Engineering Agreement to be required? No

Tonya R. Grier
TONYA R. GRIER
CLERK TO THE COMMISSION



ITEM # 22-0253 RM 4/13/22
REGULAR MEETING

Georgia DOT Project: N/A
County: Fulton
GDOT P.I.: M005652

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APPROVED FOR THE OWNER BY:

Robert L. Pitts
(Signature)

ROBERT L. PITTS
CHAIRMAN
(Title)

6/7/2022
(Date)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

State Utilities Administrator
(Title)

Contract Item Agreement to be required? YES
Preliminary Engineering Agreement to be required? No

Tonya R. Grier
TONYA R. GRIER
CLERK TO THE COMMISSION



ITEM # 22-0253 RM 4, B, 22
REGULAR MEETING

Georgia DOT Project: N/A
County: Fulton
GDOT P.I.: M005652

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APPROVED FOR THE OWNER BY:

Robert L. Pitts
(Signature)

6/7/2022
(Date)

ROBERT L. PITTS
(Title) CHAIRMAN

APPROVED FOR THE DEPARTMENT BY:

Nicholas Fields
(Signature)

Digitally signed by Nicholas Fields
Date: 2022.06.28 00:10:59 -05'00'

(Date)

State Utilities Administrator
(Title)

Contract Item Agreement to be required? YES
Preliminary Engineering Agreement to be required? No

Tonya R. Grier
TONYA R. GRIER
CLERK TO THE COMMISSION



ITEM # 2022-0053 RM 4. B. 2
REGULAR MEETING

Georgia DOT Project: N/A
County: Fulton
GDOT P.I.: M005652

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the
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APPROVED FOR THE OWNER BY:

Robert L. Fitz

(Signature)

Robert L. Fitz, Chairman

(Title)

7/27/2022

(Date)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

State Utilities Administrator

(Title)

Contract Item Agreement to be required? YES

Preliminary Engineering Agreement to be required? No

ITEM # 22-0253 RM 4/13/22
REGULAR MEETING



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

February 10, 2022

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

Subject: **PI No. M005652, Fulton County
Contract Item Agreement Undated – Sewer Facilities**

Dear Chairman Pitts:

In accordance with your request, the adjustment of 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 Post-let estimate not including betterment for this work is **\$72,945.60** of which the Department will bear **0% or \$0.00** and Fulton County will bear **100% or \$72,945.60**. 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, 10th 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.

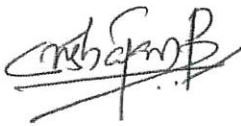
In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

Chairman Robb Pitts
PI No. M005652, Fulton County
Contract Item Agreement Undated – Sewer Facilities
February 10, 2022; Page 2 of 2

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. 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: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

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

Account No. – Class: 733005- 309

Department ID: 4848050000

Program No.: 4181501

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fulton County

G.D.O.T. P.I. No.: M005652

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 resurface State Route 9 from State Route 3 to City Street 1865/Lake Placid Drive 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 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 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.

STANDARD UTILITY AGREEMENT
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 post-let estimate, not including betterment, is **\$72,945.60** 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 **\$72,945.60 or 100%**.

STANDARD UTILITY AGREEMENT
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.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

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: _____
CHAIRMAN

Signed on behalf Fulton County pursuant to resolution dated

7/27/20

FEIN 56-6001729

BY: _____
SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: FULTON
G.D.O.T. P.I. NO.: M005652
DATE: FEBRUARY 10, 2022 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 # 22-0253 RM# 7/13/20
REGULAR MEETING

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

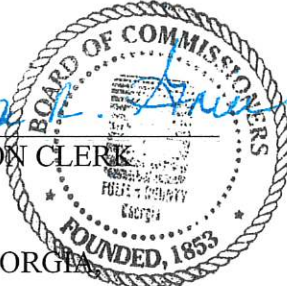
FULTON COUNTY

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 N/A, P.I. No. M005652 to resurface State Route 9 from State Route 3 to City Street 1865/Lake Placid Drive in Fulton County and that Mr. Robb Pitts as Chairman and TONYA BRIDAL 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 13th day of July, 2022.

ATTEST:

Tonya Green
COMMISSION CLERK



BY: Robb Pitts
CHAIRMAN

STATE OF GEORGIA

FULTON COUNTY

I TONYA GREEN, 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 _____ day of

July, 2022.

BY: Tonya R. Green
COMMISSION CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Table with 2 columns: Contractor's Name (FULTON COUNTY), Solicitation/Contract No./ Call No. or Project Description (Project No. N/A, PI No. M005652, Fulton County, to resurface State Route 9 from State Route 3 to City Street 1865/Lake Placid Drive.)

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 Government
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)

July 12, 2022
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12th DAY OF July, 2022

Mabel J. Jones
Notary Public

[NOTARY SEAL]



My Commission Expires: May 25, 2025

Add Row

Click the 'Add Row' button to add a new

M005652 FULTON COUNTY - FULTON COUNTY - WATER AND SEWER ITEMS

Pay Item and Description	Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs					Final QTY	Final Cost
			Orig Plan Total Qty	Orig Est Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost		
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	EA						0	\$	2,795.55	\$			32.00	\$ 72,945.60
			TOTAL EST In-Kind			TOTAL Betterment EST		TOTAL Actual Bid Cost			TOTAL Actual In-Kind Bid Cost	TOTAL Actual Betterment Bid Cost	TOTAL	\$ 72,945.60	
GDOTSHARE			\$			\$		\$			\$				
0.00%															
CITY OF ATLANTA			TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE			TOTAL ESTIMATE IN-KIND & BETTERMENT		TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE			TOTAL BID COST IN-KIND & BETTERMENT		CHECK RECEIVED		
100.00%			\$			\$		\$			\$				
			TOTAL ESTIMATE IN-KIND (REIMBURSABLE) GDOT SHARE			TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT		TOTAL BID COST IN-KIND (REIMBURSABLE) GDOT SHARE			TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT		AMOUNT DUE FROM UTILITY OWNER COMMUNE		
			\$			\$		\$			\$		\$ 72,945.60		



C. W. MATTHEWS CONTRACTING COMPANY

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068

May 7, 2018

Mr. Nicholas Fields, District Utility Engineer
Georgia Department of Transportation
5025 New Peachtree Road
Chamblee, GA 30341

RE: CWM Job No. 32383 – SR 9
GDOT Project No. M005652 – Fulton County
Notification of Proposed Milling Operations

Dear Mr. Fields,

The above referenced project was let to contract by the State of Georgia - Department of Transportation (GDOT) on January 19, 2018 and awarded to C. W. Matthews Contracting Company, Inc. (CWM). Completion date of this project is December 31, 2018.

C. W. Matthews Contracting Company has concerns that the existing utilities in the roadway will cause ride failures in the surrounding areas if left as is. In accordance with Chapter 5 of the Utility Accommodation Policy and Standards Manual, the Utility Owners are required to identify and adjust all facilities located within the pavement. The Utility Owners are required to identify, mark, and lower **ALL** manholes and/or valves prior to the beginning of the mill and inlay work. Once we have completed the milling and inlay, the Utility Owners are required to raise any manholes and/or valves that were previously identified to be restored to grade.

If there are any questions regarding the work that we will be performing please contact Joe Deskins. Joe is the Superintendent that will be overseeing the project and can be reached via email at Jdeskins@cwmatthews.com or by phone at 770-826-6132.

C. W. Matthews Contracting Company hereby requests that GDOT issue a Notice of Award Letter to the affected Utility Owners to require the adjustment of the utilities to a depth below our scope or work. If this letter has already been issued please provide a copy via email to Samm@cwmatthews.com.

Sincerely,
C. W. Matthews Contracting Company

A handwritten signature in black ink, appearing to read 'Sam D. Mann'.

Sam D. Mann
Asphalt Construction

cc: Project File
Paul Register

Funds Requested : \$847,332.53

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

Supplemental Agreement Yes

Extension Agreement No
Time Extension No
SiteManager CO 002

CONTRACT AMENDMENT

Project Number : M005652 **County :** FULTON
Contractor : C. W. MATTHEWS CONTRACTING CO., INC. **C.T.I.D :** B1CBA1800719-0
Contractor I.D : 2MA850

This Contract Amendment is made and entered into this date 11/27/2018 by and between the Georgia Department of Transportation, an agency of the State of Georgia, and C. W. MATTHEWS CONTRACTING CO., INC. (Contractor).

WHEREAS , the Contractor entered into a contract with the Georgia Department of Transportation on 2/23/2018 12:00:00 AM, for the construction of Project No. M005652, FULTON County on 2/23/2018 12:00:00 AM (Original Contract); and

WHEREAS, certain items of construction encountered are not covered by the Original Contract and the Parties therefore agree to amend the Original Contract through this Contract Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree to the following:

- 1. This Contract Amendment is hereby made a part of the Original Contract to be performed under the specifications thereof and Contractor agrees to the herein listed items and prices.
- 2. The Contract is amended per the Change Order Report, attached hereto and incorporated by reference.
- 3. Except as specifically amended herein, all terms and conditions of the Original Contract remain in full force and effect. The consideration set forth in this Contract Amendment constitutes full payment and settlement of any and all additional costs and expenses including delay and impact damages caused by, arising from, resulting from or associated with the work described in this Contract Amendment.

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be signed by their duly authorized officers and have hereunto set their hand and affixed their seals on the day, month and year first above written.

DocuSigned by:

By : 38A55BFFF6D74BA 11/6/2018
Contractor TITLE: President (Seal)

N/A
By: _____
Surety (Seal)

Approved:
DocuSigned by:


79D6677D00644FA...
Commissioner, Department of Transportation 11/27/2018
Date

DocuSigned by:


74805B5D0FAC425...
Treasurer Attestation, Department of Transportation 11/28/2018
Date

Contract ID: B1CBA1800719-0
 Change Order Nbr: 002 Force Acct ID: 0
 Change Order Type: Supplemental Agreement
 CO Description: Supplemental Agreement to add Missing Line Items
 Zero Dollar Change Order: No

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
M005652	1000	0010	150-1000	LS	\$7,875.00	0	-1	1	0	This Chng: \$7,875.00 Prev Revised: \$-7,875.00 New Revised: \$0.00 Bid Contract: \$0.00 Net Change: \$0.00 Pct Change:
Item Description TRAFFIC CONTROL - Supplemental Description1 Traffic Control For Pucks Supplemental Description2 Added By SA										
M005652	1001	0010	150-1000	LS	\$343,400.00	0	-1	1	0	This Chng: \$343,400.00 Prev Revised: \$-343,400.00 New Revised: \$0.00 Bid Contract: \$0.00 Net Change: \$0.00 Pct Change:
Item Description TRAFFIC CONTROL - Supplemental Description1 Traffic Control Manhole and Water Man Valves Supplemental Description2 Added By SA										
M005652	4200	0010	004-0012	EA	\$971.25	0	-89	89	0	This Chng: \$86,441.25 Prev Revised: \$-86,441.25 New Revised: \$0.00 Bid Contract: \$0.00 Net Change: \$0.00 Pct Change:
Item Description EXTRA WORK - Supplemental Description1 Type F Traffic Puck Supplemental Description2 Added By SA										
M005652	4201	0010	004-0012	EA	\$906.63	0	-6	6	0	This Chng: \$5,439.78 Prev Revised: \$-5,439.78 New Revised: \$0.00 Bid Contract: \$0.00 Net Change: \$0.00 Pct Change:
Item Description EXTRA WORK - Supplemental Description1 Type T Traffic Puck Supplemental Description2 Added By SA										

User:

Department of Transportation

Page: 2 of 2

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
M005652	8050	0010	611-8050	EA	\$2,279.55	0	-102	102	0	This Chng: \$232,514.10
Item Description ADJUST MANHOLE TO GRADE Supplemental Description1 Adjust Manhole to grade Supplemental Description2 Added By SA CO Item Description ADJUST MANHOLE TO GRADE Prev Revised: \$-232,514.10 New Revised: \$0.00 Bid Contract: \$0.00 Net Change: \$0.00 Pct Change:										

M005652	8120	0010	611-8120	EA	\$1,310.40	0	-131	131	0	This Chng: \$171,662.40
Item Description ADJUST WATER METER BX TO GRADE Supplemental Description1 Adjust Water Meter Box Supplemental Description2 Added By SA CO Item Description ADJUST WATER METER BX TO GRADE Prev Revised: \$-171,662.40 New Revised: \$0.00 Bid Contract: \$0.00 Net Change: \$0.00 Pct Change:										

Total Value for Change Order 002 = \$847,332.53

Change Order Report: Contract Completion Date Time Adjustment

Original Compl Date: 2018/12/31 Adj Compl Date: 2019/04/30 Adj No. of Days: 120
 Explanation: Department agrees with the 120 time extension so the lowering starts before C.W. Matthews begins paving. All raised Manholes will be change to Barton Southern Style as stated in the explanation.

General or Standard Change Order Explanation

9/4/2018 4:42:18 PM Terrence Tysean Cooper@-Department agrees with the 120 time extension so the lowering starts before C.W. Matthews begins paving. All raised Manholes will be change to Barton Southern Style as stated in the explanation. Due to the concerns of the 131 manholes, 102 Water Main valves after speaking with the City Of Atlanta. It has been decided that C.W. Matthews would responsible for the adjustments of all city own Manhole and Water main valves through supplemental agreement. City of Atlanta has agreed to fund the lowering and raising of all city owned manholes. Due to the fact that City of Atlanta would be unable to complete the lowering in an efficient amount of time. Which would have been the City responsible Per Chapter 5 Section 5.4.D. Utility Accommodation of the Accommodation Policy and Standards 2016 manual. Once raised all manholes will be Barton Southern Style manholes.
 In addition, 95 Traffic signal Pucks that was previously completed under P.1 0012629 SR 9 @ Chastain Drive to Vernon Woods Drive. This Project consisted of 27 Intersections. The goal of the project is to provide for optimized signal operations along SR 9/Roswell Road to minimize daily vehicular delay and congestion. The scope of work includes adding the adaptive signal management system Split Cycle Offset Optimization Technique (SCOOT), enhanced vehicle counting stations and additional system vehicle detection as required for 27 intersections. Intersection upgrades will be limited to components necessary to operate the SCOOT system. It was not added into the project scope. To insure all 95 Puck are removed and replaced it will be included in the Supplement Agreement.

Certificate Of Completion

Envelope Id: 6706C989116C40BCA2CC4F187638A8B3	Status: Completed
Subject: 48400-255-B1CBA18007190/C W MATTHEWS CONTRACTING CO	
Source Envelope:	
Document Pages: 3	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	GDOT DocuSign Admin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	600 W Peachtree St, NW
	Atlanta, GA 30308
	gdot_contracts@dot.ga.gov
	IP Address: 143.100.53.12


Record Tracking

Status: Original 11/6/2018 10:30:11 AM	Holder: GDOT DocuSign Admin gdot_contracts@dot.ga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Georgia Department of Transportation	Location: DocuSign

Signer Events

Dan Garcia
dgarcia@cwmatthews.com
President
Daniel P. Garcia
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

38A55BFFF6D749A...

Timestamp

Sent: 11/6/2018 10:32:16 AM
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Signed: 11/6/2018 11:39:41 AM

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Using IP Address: 107.77.235.39
Signed using mobile

Electronic Record and Signature Disclosure:
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ID: 4b49c177-42cc-41c9-8c4b-a7d93bb7a628

Russell R McMurry
rmcmurry@dot.ga.gov
Security Level:
.Email
11/27/2018 8:54:19 PM

DocuSigned by:

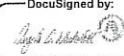
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Signed: 11/27/2018 8:55:14 PM

Signature Adoption: Pre-selected Style
Using IP Address: 174.218.136.87
Signed using mobile

Electronic Record and Signature Disclosure:
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ID: cd5459ce-99ae-409c-b25c-b6922ca5a283

Angela O. Whitworth
awhitworth@dot.ga.gov
Security Level:
.Email
ID: a0e4e321-83f4-41f5-bf1e-1d58f38feaed
11/28/2018 7:32:46 AM

DocuSigned by:

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Viewed: 11/28/2018 7:32:54 AM
Signed: 11/28/2018 7:32:59 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 143.100.53.12

Electronic Record and Signature Disclosure:
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ID: 2a61aae5-fe62-454e-9e47-e070cddb9d0a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/28/2018 7:32:43 AM
Certified Delivered	Security Checked	11/28/2018 7:32:54 AM
Signing Complete	Security Checked	11/28/2018 7:32:59 AM
Completed	Security Checked	11/28/2018 7:32:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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.

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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:

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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 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.

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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 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 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"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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.

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- 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.