



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

April 4, 2025

Mr. Morris Jordan
Director
Walton County Water Department
2171 Highway 81 SW
P.O. Box 880
Loganville, Georgia 30052

Subject: **Project No. N/A, Walton County**
 P.I. No. 0014082
 Contract Item Agreement Undated – Water Facilities

Dear Mr. Jordan:

In accordance with your request, the adjustment of Water facilities belonging to Walton 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 Walton 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 **\$1,007,480.00** of which the Department will bear **0% or \$0.00** and Walton County will bear **100% or \$1,007,480.00 (payable in two installments with the first Installment of 50% or \$503,740.00 due on June 2025, and the second installment of 50% or \$503,740.00 due January/February 2026)**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Walton 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 Walton County is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

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

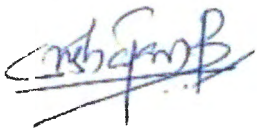
Mr. Morris Jordan
Project No. N/A, Walton County
P.I. No. 0014082
Contract Item Agreement Undated – Water Facilities
April 4, 2025; Page 2 of 2

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Walton 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 Walton 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,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish underneath.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Jason Dykes, P.E., District 1 Engineer
Terri Holbrook, District 1 Utilities Manager
Kesha Wynn, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulahid Munshi, Utility Coordinator

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: **N/A, Walton County**

G.D.O.T. P.I. No.: **0014082**

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 **Walton 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 improve operations at the intersection of State Route 81 and State Route 138 in Walton 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 DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT 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. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the COMPANY'S design plans for the utility relocation.

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 **\$1,007,480.00** 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 \$1,007,480.00 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 LOCAL AGENCY'S total share in two (2) installments (Installment 1, 50% due June 2025; Installment 2, 50% due January/February 2026).**

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.

WALTON COUNTY

BY: _____
CHAIRMAN

Signed on behalf of Walton County pursuant to resolution dated _____.

FEIN _____

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

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Walton
G.D.O.T. P.I. NO.: 0014082
DATE: April 4, 2025 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

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

WALTON COUNTY

BE IT RESOLVED by the CHAIRMAN and BOARD OF COMMISSIONERS of WALTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, P.I. No. 0014082 to improve operations at the intersection of State Route 81 and State Route 138 in Walton County, and that Mr. David Thompson as Chairman of the Board and _____, as County 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 WALTON COUNTY.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

WALTON COUNTY

I, _____, as County 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 Walton County.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
COUNTY CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	WALTON COUNTY
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0014082, WALTON COUNTY; TO IMPROVE OPERATIONS AT THE INTERSECTION OF STATE ROUTE 81 AND STATE ROUTE 138.

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:

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

Date of Authorization

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 _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

P.I. 0014082 Walton County, SR 81 @ SR 138 Roundabout - Walton County Water Department - Water Main Relocation

Pay Item and Description	Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment est. Total Qty	Actual Bid Costs					Final QTY	Final Cost	
			Orig Plan Qty	Orig Est Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Bid Total Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost			
ITEM NO Description (Item Number)		UNITS			\$		\$									
600-3101 CI ASS A CONCRETE(600-3101)	BLOCKING	CV	20	\$	1,803.84	\$	36,076.80	\$	-	20	\$	450.00	\$	15,000.00	\$	-
600-0001 FLOWABLE FILL(600-0001)		CY	63	\$	515.90	\$	32,501.70	\$	-	62	\$	339.00	\$	21,702.00	\$	-
670-1060 WATER MAIN 6 IN(670-1060)	TIE-INS	LF	53	\$	176.06	\$	9,331.18	\$	-	53	\$	75.00	\$	3,975.00	\$	-
670-1080 WATER MAIN 8 IN(670-1080)	DIP	LF	974.17	\$	168.95	\$	164,586.02	\$	-	975	\$	99.85	\$	97,675.00	\$	-
670-1080 WATER MAIN 8 IN(670-1080)	DIP RESTRAINED JOINT	LF	395	\$	168.95	\$	66,735.23	\$	-	395	\$	99.80	\$	37,523.00	\$	-
670-1100 WATER MAIN 10 IN(670-1100)	DIP	LF	2072.5	\$	220.00	\$	456,550.00	\$	-	2073	\$	105.00	\$	217,665.00	\$	-
670-1100 WATER MAIN 10 IN(670-1100)	DIP RESTRAINED JOINT	LF	140	\$	220.00	\$	30,800.00	\$	-	140	\$	105.00	\$	14,700.00	\$	-
670-1600 CUT & PLUG EXISTING WATER MAIN(670-1600)	DIP & PVC	EA	7	\$	2,888.96	\$	20,082.72	\$	-	7	\$	680.00	\$	4,550.00	\$	-
670-2060 GATE VALVE 6 IN(670-2060)		EA	1	\$	2,836.02	\$	2,836.02	\$	-	1	\$	2,800.00	\$	2,800.00	\$	-
670-2080 GATE VALVE 8 IN(670-2080)		EA	3	\$	5,140.68	\$	15,422.04	\$	-	3	\$	4,200.00	\$	12,600.00	\$	-
670-2100 GATE VALVE 10 IN(670-2100)		EA	6	\$	5,723.00	\$	34,338.00	\$	-	6	\$	5,800.00	\$	34,800.00	\$	-
670-3200 ABANDONMENT OF WATER VALVE(670-3200)		EA	11	\$	673.08	\$	7,403.88	\$	-	11	\$	850.00	\$	10,450.00	\$	-
670-3066 TAPPING SLEEVE & VALVE ASSEMBLY 6 IN X 6 IN(670-3066)		EA	1	\$	8,424.43	\$	8,424.43	\$	-	1	\$	5,500.00	\$	5,500.00	\$	-
670-3107 TAPPING SLEEVE & VALVE ASSEMBLY 10 IN X 8 IN(670-3107)		EA	1	\$	15,839.00	\$	15,839.00	\$	-	1	\$	6,500.00	\$	6,500.00	\$	-
670-4000 FIRE HYDRANT(670-4000)		EA	13	\$	8,252.62	\$	107,284.06	\$	-	13	\$	8,500.00	\$	110,500.00	\$	-
670-5620 WATER SERVICE LINE 34 IN(670-5620)	COPPER	LF	1739.87	\$	14.75	\$	25,567.69	\$	-	1740	\$	25.00	\$	43,500.00	\$	-
670-5010 WATER SERVICE LINE 1 IN(670-5010)	COPPER	LF	13.85	\$	67.11	\$	929.67	\$	-	14	\$	30.00	\$	420.00	\$	-
670-5020 WATER SERVICE LINE 2 IN(670-5020)	PVC	LF	17.41	\$	58.00	\$	1,007.96	\$	-	17	\$	60.00	\$	1,020.00	\$	-
615-1000 JACK OR BORE PIPE 615-1000	16 IN	LF	435	\$	397.43	\$	172,882.05	\$	-	435	\$	400.00	\$	195,750.00	\$	-
615-2440 JACK OR BORE PIPE 18 IN(615-2440)		LF	140	\$	418.00	\$	58,520.00	\$	-	140	\$	350.00	\$	49,000.00	\$	-
670-9750 RELOCATE EXIST WATER METER, INCL BOX(670-9750)		EA	25	\$	1,975.29	\$	49,382.25	\$	-	25	\$	1,350.00	\$	33,750.00	\$	-
670-9741 RELOCATE EXISTING BACKFLOW PREVENTION ASSEMBLY, 1 IN(670-9741)	REIMBURSIBLE	EA	1	\$	6,000.00	\$	6,000.00	\$	-	1	\$	1,250.00	\$	1,250.00	\$	-
670-9905 REMOVE EXIST AIR RELEASE VALVE ASSEMBLY(670-9905)		EA	1	\$	2,810.00	\$	2,810.00	\$	-	1	\$	200.00	\$	200.00	\$	-
670-9900 REMOVE EXIST WATER METER, INCL BOX(670-9900)		EA	1	\$	937.16	\$	937.16	\$	-	1	\$	200.00	\$	200.00	\$	-
670-9920 REMOVE EXISTING FIRE HYDRANT(670-9920)		EA	4	\$	2,000.15	\$	8,000.60	\$	-	4	\$	1,250.00	\$	5,000.00	\$	-
					\$		\$		-	0	\$	\$	\$	\$		
	CDOT SHARE 0.00%		TOTAL EST In-Kind			TOTAL Betterment EST					TOTAL Actual Bid Cost	TOTAL Actual In-Kind Bid Cost	TOTAL Actual Betterment Bid Cost	TOTAL	\$	-
			\$ 1,578,767.38			\$ 1,578,767.38				\$ 1,007,480.00	\$ 1,007,480.00	\$ -		\$	-	
	UTILITY OWNER SHARE 100.00%		NON-REIMBURSIBLE / FACILITY OWNER SHARE			TOTAL ESTIMATE IN-KIND & BETTERMENT				TOTAL BID COST, NON-REIMBURSIBLE / FACILITY OWNER SHARE	TOTAL BID COST IN-KIND & BETTERMENT		CHECK RECEIVED	\$	-	
			\$ 1,578,767.38			\$ 1,578,767.38				\$ 1,007,480.00	\$ 1,007,480.00			\$	-	
			REIMBURSIBLE / CDOT SHARE			TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE & BETTERMENT				TOTAL BID COST, REIMBURSIBLE / CDOT SHARE	TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE & BETTERMENT		AMOUNT DUE FROM UTILITY OWNER	\$	-	
			\$			\$ 1,578,767.38				\$	\$ 1,007,480.00			\$	-	
NOTES:																
Item 600-0001 Flowable fill, was changed from 600-0020 lightweight flowable fill, on the Amendment Summary of Quantities. Item code 615-1000 Jack or Bore Pipe 16" was changed from 670-9255 on the Amendment Summary of Quantities. Item code 615-2540 Jack or Bore Pipe 18" was changed from 670-9260 on the Amendment Summary of Quantities. Quantities were separated for Items 670-1080 8 inch DIP and 670-1080 8 inch PVC and changed from 974.17 LF to 975 LF on the Tabulation of Bids and Amendment Summary of Quantities. Quantities were combined for Items 670-1100 10 inch watermain and 670-1100 10 inch watermain on Tabulation of Bids 2673LF + 140 LF= total of 2813 LF.																