
Memorandum

To: Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: March 21, 2023

RE: Natural Gas Main Relocation
S.R. 293/Kingston Highway at
Dykes Creek 0015544
Cartersville Project No. CP-21-001

By Council Meeting dated September 15, 2022, the City Council approved entering an Actual Cost Utility Agreement prepared by the Georgia Department of Transportation whereas the Georgia Department of Transportation has agreed to reimburse the City those costs associated with the relocation of existing natural gas facilities within a prescribed easement in conflict with the above referenced road construction project. The Georgia Department of Transportation has since revised the Actual Cost Utility Agreement by adding language associated with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) BUILD AMERICA, BUY AMERICA ACT ("BABA").

Attached, therefore, is a revised Actual Cost Utility Agreement prepared by the Georgia Department of Transportation whereas the Georgia Department of Transportation has agreed to reimburse the City those costs associated with the relocation of existing natural gas facilities. By this Agreement, the City also agrees to abide by the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) BUILD AMERICA, BUY AMERICA ACT ("BABA").

The Gas System recommends Council approval for the City to enter this revised Actual Cost Utility Agreement with the Georgia Department of Transportation in the reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$28,614.99. The Gas System also recommends Council approval of a Resolution authorizing the City Clerk and Mayor to execute this revised Actual Cost Utility Agreement with the Georgia Department of Transportation.

This Actual Cost Utility Agreement has been reviewed by the City Attorney's office with no exceptions provided.



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

March 16, 2023

Honorable Mayor Matt Santini
City of Cartersville Gas System
1 N Erwin Street
P. O. Box 1390
Cartersville, GA 30120

Subject: **Project No. N/A, Floyd County**
P.I. No. 0015544
Actual Cost Agreement Undated – Natural Gas Facilities

Dear Honorable Mayor Santini:

Attached is an electronic counterpart of an undated Actual Cost Utility Agreement between the City of Cartersville Gas System and the Georgia Department of Transportation supported by an estimate for **\$291,395.00** of which the Department will bear **\$28,614.99** or **9.82%** and the City of Cartersville Gas System shall bear **90.18%** or **\$262,780.01**. The Agreement covers the adjustment of the City of Cartersville Gas System natural gas facilities in conflict with the above project. The Agreement will be dated upon execution on behalf of the Department.

If the attached Agreement meets with your approval, please handle for execution on behalf of the City of Cartersville Gas System and **return 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 the City of Cartersville Gas System is required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

The Agreement includes in paragraph 5 the new BUY AMERICA requirements by the Federal Government, the BUILD AMERICA, BUY AMERICA ACT ("BABA") set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States.

Also, please provide the City of Cartersville Gas System's Federal Employee Identification Number (FEIN) in the blank shown on page 6 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

Mayor Matt Santini
Project No. N/A, Floyd County
P.I. No. 0015544
Actual Cost Agreement Undated – Natural Gas Facilities
March 16, 2023; Page 2 of 2

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by e-mail 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 at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Enclosure:

cc: Grant Waldrop, P.E., District 6 Engineer
Jennifer Deems, District 6 Utilities Manager
Jasmine Chatman, Project Manager
Abdulvahid Munshi, Utility Coordinator
Frantz Boileau, Utilities Preconstruction Specialist

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

GEORGIA PROJECT No.: N/A, Floyd County

G.D.O.T. P.I. No.: 0015544

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 **City of Cartersville**, hereinafter called the LOCAL AGENCY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to replace the bridge on State Route 293 over Dykes Creek in Floyd County**, Georgia with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments of the existing natural gas facilities of the LOCAL AGENCY in accordance with the detailed cost estimate for **\$291,395.00** prepared by the LOCAL AGENCY, attached hereto and made a part of this Agreement. The DEPARTMENT shall bear **\$28,614.99** or **9.82%** and the LOCAL AGENCY will bear **\$262,780.01** or **90.18%**; and

WHEREAS, said construction being the location and improvement of said road and the LOCAL AGENCY having its facilities presently located upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. 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 affect whatsoever on any of the other terms of this Agreement.

2. The LOCAL AGENCY hereby relinquishes its existing easement rights on

STANDARD UTILITY AGREEMENT

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the present location as shown on said plans where its facilities are to be moved and accepts from the DEPARTMENT in lieu thereof the easement right to install, operate and maintain its facilities along and across such rights-of-way at the new location shown on said plans as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It is understood by the LOCAL AGENCY that the installation, operation and maintenance of its facilities shall be in accord with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

3. The LOCAL AGENCY, with its regular construction or maintenance crews and personnel, and at its standard schedule of wages and working hours, and working in accord with the terms of its agreements with such employees, shall make such changes in its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT. The LOCAL AGENCY may let to contract any portion of the work contemplated subject to prior approval according to the terms and conditions contained in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The LOCAL AGENCY agrees to obtain prior approval from the DEPARTMENT before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed cost estimate attached hereto.

4. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

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c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

5. In addition to the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) outlined in Section 4 above, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States. The White House Office of Management and Budget (OMB) Memorandum M-22-11, *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*, defines a “construction material” as an article, material, or supply that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Items excluded from construction materials under OMB Memo M-22-11 are: items of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

a. Items that consist of two or more of the above-listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the above-listed construction materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. Manufactured products that do not contain steel and iron components are not subject to BUY AMERICA requirements as set forth under Section 4 above.

b. The BUY AMERICA preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to this project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of this project (e.g., temporary aluminum scaffolding). Additionally, the BUY AMERICA preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the project or an integral part of the structure (e.g., movable chairs, desks, or computer equipment).

c. A Certificate of Compliance shall be furnished for Construction Materials, as part of the backup information with the billing and on material furnished according to the actual cost account agreement. The form for this certification entitled “Build America, Buy America Certificate of Compliance for Construction Materials” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the COMPANY and the DEPARTMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the construction materials affirming that all manufacturing, to include at least the final manufacturing process and the immediately preceding manufacturing

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stage has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the construction materials or nonpayment of the work.

6. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the LOCAL AGENCY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the LOCAL AGENCY pertaining to this project and will bill the LOCAL AGENCY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the LOCAL AGENCY of that fact in writing. If the LOCAL AGENCY does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the LOCAL AGENCY on any then-current agreement between the LOCAL AGENCY and the DEPARTMENT. For audit purposes, the cost records and accounts of the LOCAL AGENCY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the LOCAL AGENCY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the LOCAL AGENCY.

7. The LOCAL AGENCY expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as unallowable expenditure in any agreement between the LOCAL AGENCY and the DEPARTMENT on which a conditional final payment has been made.

8. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the LOCAL AGENCY shall be required or that an increase in cost anticipated will be incurred by the LOCAL AGENCY, a written change or extra work order approved by the DEPARTMENT will be required as provided in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the LOCAL AGENCY by the DEPARTMENT before the LOCAL AGENCY is authorized to proceed with the work to be performed by the LOCAL AGENCY under this Agreement.

9. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

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10. It is mutually agreed that the final cost of the changes in the facilities of the LOCAL AGENCY covered by the detailed cost estimate shall be borne by the LOCAL AGENCY and the DEPARTMENT on the percentage basis indicated in said estimate.

11. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

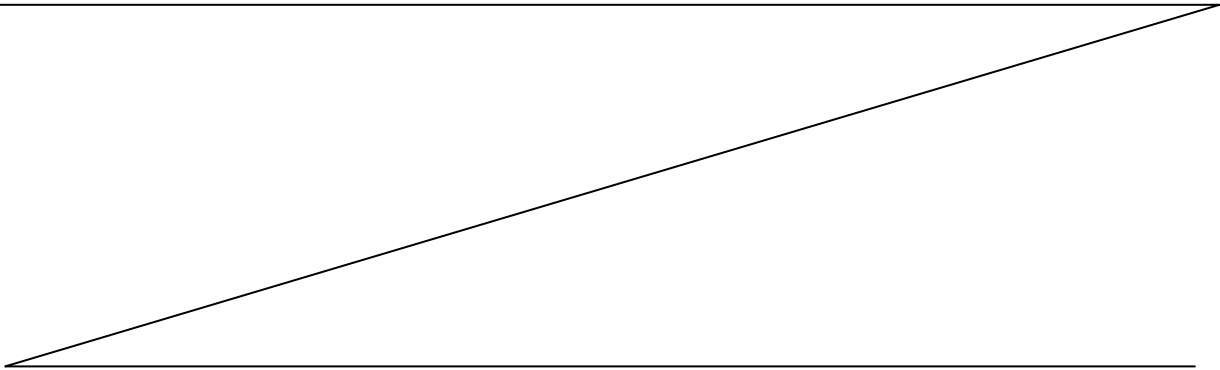
12. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will need to perform its removal, relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

13. 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.

14. 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.

15. 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.

16. 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 an original by their authorized representative the day and date hereinabove written.

CITY OF CARTERSVILLE

BY: _____
MAYOR

Signed on behalf CITY OF CARTERSVILLE pursuant to resolution dated

FEIN 58-6000534

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

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT No.: N/A
COUNTY: Floyd
P.I. No.: 0015544
DATE: March 16, 2023

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)

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RESOLUTION

STATE OF GEORGIA

CITY OF CARTERSVILLE

BE IT RESOLVED by the MAYOR of the CITY OF CARTERSVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, FLOYD COUNTY, P.I. No. 0015544, to replace the bridge on State Route 293 over Dykes Creek in Floyd County and that the Honorable Matt Santini as Mayor of the City of Cartersville and Julia Drake, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the MAYOR of THE CITY OF CARTERSVILLE.

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CARTERSVILLE

I Julia Drake, as City 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 Mayor of the CITY OF CARTERSVILLE.

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

20_____.

BY: _____
CITY CLERK

Original 5/17/2013

Revised 7/26/2013

**GEORGIA DEPARTMENT OF
TRANSPORTATION BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20_____

WE, _____ City of Cartersville _____

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

PROJECT NO. N/A, P.I. NO. 0015544, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK IN FLOYD COUNTY, GEORGIA.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____ Mayor
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____

Notary Public/Justice of the Peace

My Commission Expires: _____

Original 12/22/2022



**BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS**

Date _____, 20_____

We, _____
City of Cartersville
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the “BUILD AMERICA, BUY AMERICA” (“BABA”) requirements of the Infrastructure Investment and Jobs Act (“IIJA”), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

PROJECT NO. N/A, P.I. NO. 0015544, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK IN FLOYD COUNTY, GEORGIA.

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title Mayor
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public/Justice of the Peace

My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CARTERSVILLE
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0015544, FLOYD COUNTY, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK.

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:

109605
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

April 21, 2008
Date of Authorization

City of Cartersville
Name of Contractor

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

Matt Santini
Printed Name (of Authorized Officer or Agent of Contractor)

Mayor
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: _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**PROJECT No.: N/A, Floyd County
P.I. No. : 001544**

PROTECTION OF UTILITY INTERESTS

CITY OF CARTERSVILLE

City of Cartersville, is the owner and operator (also herein after referred to as Facility Owner) of natural gas facilities crossing over or along the project on State Route 293 over Dykes Creek in Floyd County, Georgia.

All reference to liability, indemnification, insurance, etc. in this special provision shall apply only to those Natural Gas facilities located in the required right-of-way areas along **State Route 293 from Station 106+38 to Station 108+06 and Station 98+30 to Station 115+40**, these areas having been acquired by the Department.

The Department hereby notifies the contractor to fully inform his employees, agents or subcontractors of the Official Code of Georgia annotated section 46-3-32 et seq. (safeguards against contact with high voltage lines) and the rules and regulations of the State of Georgia section 300-3-7.01 et seq. (high voltage act). The contractor, his employees, agents and subcontractors shall at all times observe and comply with said act and regulations.

The contractor shall and does hereby agree to indemnify, save harmless and defend The Facility Owner from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by the contractor, his employees, agents or subcontractors or in any attributable to the performance and prosecution of the work herein contract for, including (but without limiting the generality of the foregoing), all claims for injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs investigation and of defense.

The contractor hereby waives and relinquishes any right of subrogation it might have against the Facility Owner under the provisions of the Workmen's Compensation Act of Georgia or of any other State on account any injury to its employees or sub-contractor caused in whole or in part by The Facility Owner's transmission facilities. The contractor further agrees that it will require its workmen's compensation insurer, if any, to likewise waive and relinquish such subrogation rights.

I. Insurance

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specification, the contractor will be required to furnish and maintain policies of insurance covering:

- (1) The legal liability of the contractor, and his sub-contractors under the Georgia Workmen's Compensation Act for claims for personal injuries and death to employees engaged in the work.
- (2) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in the work, for claims of damages for personal injuries or for death resulting therefrom arising out of the work to be performed under this contract by the contractor, or his sub-contractors, to persons other than employees of the contractor or sub-contractors engaged in the work included in this contract in an amount not less than:

\$1,000,000 for any one person
\$2,000,000 for any one accident

- (3) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in this work, to pay claims for damages to property belonging to others than such contractor, or his sub-contractors, in the amount not less than:

\$1,000,000 for any one accident

B. All of the aforementioned insurance shall be placed with an insurance company which is licensed to do business in the State of Georgia and shall be endorsed to cover the liability assumed by the contractor under the provisions of this contract.

- (1) It is understood, however, that the provisions requiring the contractor to carry said insurance shall not be construed as in any manner waiving or restricting the liability of the contractor pursuant to the terms hereof which may not be insured under said insurance policies above required.
- (2) As evidence of this insurance, and prior to the beginning of any work in connection with this contract, the contractor shall submit to the department of transportation, State of Georgia, and the Facility Owner a certificate providing the above coverage and which certifies that the said policies have been properly endorsed to meet the above requirements and that the facility owner is named as additional insured.

C. If any part of the work is sublet, similar insurance and evidence thereof, in the same amounts as required of the prime contractor, shall be provided by or in behalf of the sub-contractor to cover his operations, endorsements to the prime contractor's policies specifically naming sub-contractors and describing their operations will be acceptable for this purpose.

D. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed as evidenced by the formal acceptance by the State. Insuring companies may cancel insurance by permission of the

State, The Facility Owner, or on thirty (30) days written notice to the Department and The Facility Owner as follows:

Notice to:

Mayor Matt Santini
Attn: Mr. Michael Dickson
City of Cartersville
Gas System Director
P. O. Box 1390
Cartersville, Georgia 30120

Copy notice to:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street. N.W., 10th Floor
Atlanta, Georgia 30308

II. **Failure to comply**

In the event of cancellation or lapse of insurance policy:

The Facility Owner may require that the contractor vacate the aforementioned Facility Owner's right-of-way or easement area.

The highway engineer may withhold all monies due the contractor on monthly statements.

Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Facility Owner's representative and the highway engineer.

III. **Payment for cost of compliance:**

No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transportation Construction

I. Company: City of Cartersville Gas System
Address: P.O. Box 1390
Cartersville, Georgia 30120

*Estimate Prepared By: Brian Friery, Assistant Gas System Director

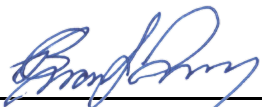
II. Project #: OCGA 32-6-170 & 171 County: Floyd
PI #: 0015544

III. Georgia Department of Transportation (GDOT) Project Description:
S.R. 293/Kingston Highway at Dikes Creek Approximately 5.4 Miles East of Rome, Georgia

IV. Method of Accounting: [Section 645.113f and Section 645.117, 23 CFR 645A]
(Check Method that Applies)

- Work Order Accounting Procedure prescribed by regulatory body.
- Established accounting procedure approved by State and FHWA.
- Agreed Lump Sum.
- Other (Including use of GDOT Form 8465):

This estimate has been prepared by the Company in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter G, Part 645, Subpart A and in accordance with the Department's Utility Accommodation Policy and Standards Manual, Current Edition (Manual), to support a Utility Relocation Agreement between the Utility Company and the Department. The work will be performed and the costs accounted for in accordance with the methods described herein. Costs will be recorded as provided in Section 645.113f or Section 645.117, 23 CFR 645A. Equipment rental rates, salvage credit, accrued depreciation credit (expired service life) and betterment credit have been given due consideration and proper explanations have been noted in the estimate where applicable and as provided by 23 CFR 645A. Claim for reimbursement costs shown in the Estimate is based on the attached Certificate of Eligibility for reimbursement which is made a part hereof.


Brian S. Friery, Assistant Gas System Director
February 28, 2022
Date

Company Representative hereby certifies the Estimate and agrees that the Estimate shall remain valid for one year from the above authorized date. After one year from the authorized date, the Estimate may be subject to revision by the Utility Company.

***Please Provide Two (2) sets of Relocation Plans and Two (2) sets of signed estimates.**

V. Preliminary and Construction Engineering [Section 645.109, 23 CFR 645A, & 23 CFR 140B]

- 1. Preliminary Engineering authorized on this project by GDOT letter dated [redacted]
- 2. Plans and Estimate Prepared By: (Check Applicable Party)
 - Forces of this Company
 - Consultant: (Name and Address) [redacted]
 - Approval of Consultant given by GDOT letter dated: [redacted] Amount: [redacted]
 - Effective date of Contract, if a Continuing Contract: [redacted] Exp. Date: [redacted]
 - The Certificate of Consultant Form is attached to the Consultant's Estimate of Engineering Services.
 - Scope of Work Detailing Preliminary Engineering and Construction Engineering attached to Consultant's Estimate of Engineering Services.

Total Preliminary Engineering Costs \$0.00

Attach Support Documentation to Estimate - See Exhibit: [redacted]

Total Construction Engineering Costs \$0.00

Attach Support Documentation to Estimate - See Exhibit: [redacted]

NOTE: Payment for Construction Engineering will not be allowed for Work included in GDOT Contracts.

Total Preliminary and Construction Engineering Costs \$0.00

VI. Right of Way Acquisition [Section 645.111, 23 CFR 645A]

(Check Applicable Section)

- Replacement R/W or Easements are not required for adjustment of utilities facilities on this Project.
- Replacement R/W shown on plans will be acquired by the Department (Separate written request must be furnished).
- Replacement R/W or Easements shown on the attached plans will be acquired by the Company.

Total Cost of Right of Way Acquisition \$0.00

Attach Support Documentation to Estimate. Include Estimates for Appraisal, Negotiation, Recording, and Right-of-Way or Easement Costs - See Exhibit: [redacted]

VII. Construction [Section 645.115 and Section 645.117, 23 CFR 645A]

A. Description of Proposed Utility Work:

Relocate approximately 1,700 L.F. of 8" HP steel natural gas main and miscellaneous services and purge and abandon all existing natural gas facilities.

B. The Company will perform the work provided for in this Estimate by the following method:

(Check Applicable Method - see page 3 for continuation)

By Company's Regular Forces

The Company Proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

By Contract

The Company does not have adequate staff or equipment to perform the necessary work with its own forces; therefore, the Company, subject to approval of the Department and FHWA, proposes to contract the work covered by this estimate in accordance with the provisions of Section 645.115 (a), 23 CFR 645A. The items of work to be accomplished by contract are noted in this estimate. When the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of these contractors so circularized shall be noted on the estimate and furnished to the Department in advance of the Company's solicitation of bids. The Department shall approve the low bidder before work can began. Please provide Company Name, Address, and Contact Person and Number below:

Blaine Clark, Pride Utility Construction Company, 1576 Candler Road, Gainesville, Georgia 30507, 770.532.0085
 Allen Kean, Southeastern Natural Gas Services of Rome, Inc., 1845 Old Cedartown Highway, SE, Lindale, Georgia 30147, 770.547.4156

Estimate for Relocation, Removal, or Adjustment of Utility Facilities

By Existing Continuing Contract

Subject to the approval of the Department and the FHWA, the Company proposes to use an existing continuing contract performed under which certain work as shown by the Company's estimate is regularly performed for the Company and under which the lowest available costs are developed. The name of the contractor or contractors are listed in the company's estimate. Please indicate the Company Name, Address, and Contact Person and Number below (If needed, attach additional names to Estimate). Once the Company selects a continuing contractor, **a copy of the continuing contract has to be submitted to the Department for approval before any work begins.**

[Redacted]

Effective Date of Continuing Contract: [Redacted] Expiration Date: [Redacted]

C. Detail of Construction Costs

Labor Costs [Section 645.117, 23 CFR 645A]	\$240,725.00
<i>Attach Support Documentation to Estimate, Including Additives -See Exhibit: "A"</i>	
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$50,670.00
<i>Attach Support Documentation to Estimate -See Exhibit: "A"</i>	
Right-of-Way Clearing & Trimming Costs	\$0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Equipment Costs [Section 645.117(f), 23 CFR 645A]	0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Total Construction Costs	\$291,395.00

VIII. Total Costs of Proposed Relocation (V through VII) \$291,395.00

IX. Detail of Accrued Depreciation and Salvage Credits

A. Accrued Depreciation (Expired Service Life) [Section 645.117(h), 23 CFR 645A]
(Check Applicable Statement)

Accrued Depreciation is not allowed in this estimate.

Accrued Depreciation is allowed in this estimate.

(Please Provide Detailed Description/Explanation i.e. Pumping Station, Filtration Plant, Power Plant, Substation, etc.)

[Redacted]

Accrued Depreciation Credit \$0.00
Attach Support Documentation to Estimate - See Exhibit:

B. Salvage [Section 645.117(e), 23 CFR 645A]
(Check Applicable Statement)

Salvage is not allowed in this estimate because:

All existing natural gas facilities will be purged and abandoned in place. All existing farm tap regulators will be removed from the project site and disposed of.

Salvage from temporary material is not allowed because:

[Redacted]

Salvage is allowed in this estimate.

Salvage from temporary material is allowed.

The Department and the FHWA shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving two weeks written notice to the Department or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. If recovered materials are not reusable, they shall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.

Total Salvage Credit \$0.00
Total Accrued Depreciation and Salvage Credit \$0.00

* See Contingencies & Markups

X. Total Cost of Relocation **\$291,395.00**

(Less Credits for Accrued Depreciation and Salvage Value, VIII-IX)

XI. Betterment Credit [Section 645.117(h), 23 CFR 645A] (Check Applicable Statement)

Betterment credit is not allowed in this estimate since there is to be no functional increase in size in the replaced facility unless caused by proposed highway construction

Betterment credit is allowed as shown in the following comparison:

Location of Betterment: (Please indicate Station, Route Name, and Number)



Betterment Credit Amount

\$0.00

**Attach Support Documentation to Estimate - See Exhibit:*

***Include Estimate for Cost to Install Proposed Facilities to Produce Current Capacity and the Cost to Install Proposed Facilities for Increased Capacity.**

XII. Total Estimated Cost of Adjustments **\$291,395.00**
(Item X less Item XI)

XIII. Proportionate Share
(Check Applicable Statement - 1, 2, or 2 & 3)

1. The Department will bear 100 percent of the cost of the adjustments.

2. The Company will participate in a pro rata share of the cost of adjustments (No Betterments).

Percentage Split:	<u>90.18%</u>	Company Participation (If 0%, insert 100% for GDOT Participation)
	<u>9.82%</u>	GDOT Participation
Total	100.00%	<i>(Total Shall be 100%)</i>

Attach Support Documentation/Detailed Calculations to Estimate - See Exhibit: 168 L.F. of 8" HP steel main exists outside of existing right-of-way from Sta. 106+38 to Sta. 108+06 within the project construction limits. Overall relocation of existing 8" HP steel natural gas main within the project limits is from Sta. 98+30 to Sta. 115+40. Calculations: 10806 - 10638 = 168 L.F. and 11540 - 9830 = 1,710 L.F. thus 168/1,710 = 0.0982 x 100 = 9.82% reimbursable.

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

Estimate for Relocation, Removal, or Adjustment of Utility Facilities Summary of Costs

Items	Total
V. Preliminary and Construction Engineering	\$0.00
VI. Right-of-Way Acquisition Costs	\$0.00
VII. Construction Costs	\$291,395.00
VIII. Total for Proposed Relocation Work (V+VI+VII)	\$291,395.00
IX. Total Accrued Depreciation and Salvage Credits	(-) \$0.00
X. Total Relocation Work	\$291,395.00
XI. Betterment Credit	(-) \$0.00
XII. Total Estimate of Adjustments (X-XI)	\$291,395.00

XIII. Proportionate Share: Check Applicable Statement and Insert Above Estimate Amounts from X, XI, and XII

1. The Department will bear 100 percent of the cost of the adjustments (See XII).

XII. Total Estimate of Adjustments **\$0.00**

(OR)

2. The Company will Participate in a pro rata share of the cost of adjustments (No Betterments).

XII. Total Estimate of Adjustments **\$291,395.00**

Percentage Split (Insert From Page 4)	Proportionate Share:	
90.18%	Company Participation	<u>\$262,780.01</u> Company Participation
9.82%	GDOT Participation	<u>\$28,614.99</u> GDOT Participation

(OR)

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

X. Total Relocation Work **\$0.00**

XI. Betterment Credit **\$0.00**

XII. Total Estimate of Adjustments **\$0.00**

Percentage Split	Proportionate Share:	
#DIV/0!	Company Participation	\$0.00 Company Participation
#DIV/0!	GDOT Participation	\$0.00 GDOT Participation

(OR)

Combination of 2. and 3.

X. Total Relocation Work **\$0.00**

XI. Betterment Credit **\$0.00**

XII. Total Estimate of Adjustments **\$0.00**

2. Percentage Spilt (Insert From Page 4)

0.00%	Company Participation	\$0.00	Company Participation
0.00%	GDOT Participation	\$0.00	GDOT Participation

3. Plus Betterment Credit **\$0.00** Company Participation

2 Plus 3 Proportionate Share

#DIV/0!	Company Participation	\$0.00	Company Participation
#DIV/0!	GDOT Participation	\$0.00	GDOT Participation
#DIV/0!		\$0.00	Total

Arithmetic Extensions Checked and Found Correct.

	3/31/2022
District Utilities Engineer (Signature)	(Date)

Certificate of Eligibility for Utility Reimbursement

Company Name: City of Cartersville Gas System
GDOT Project No: OCGA 32-6-170 & 171
GDOT PI No: 0015544
County: Floyd

The Company shall attach a completed Facility Detail Summary to substantiate and prove its facilities are eligible for reimbursement. As a minimum, the Company shall provide the following information:

Location of Facility (Referencing Project Station Number and intersecting street, road, or highway)
8" HP steel natural gas main: Sta. 98+30-LT to Sta. 106+38-LT, Sta. 106+38-LT to Sta. 108+06-LT, Sta. 108+06-LT to Sta. 115+40-LT and miscellaneous natural gas service lines.

Date Existing Facility was installed by Utility Owner
On or about June 1953.

Indicate location of utilities: Private property by deed or easement or on a public facility by permit.

Indicate dates of all applicable deeds, easements, or permits.

Sta. 98+30-LT to Sta. 106+38-LT, public right-of-way. Sta. 106+38-LT to Sta. 108+06-LT, private property.
Sta. 108+06-LT to Sta. 115+40-LT, public right-of-way.

Case Number of Reimbursement eligibility (See Chapter 4 of the Utility Accommodation Policy and Standards Manual - classification to be made by the Utility Company and Verified by GDOT District Utilities Office)

Sta. 106+38-LT to Sta. 108+06-LT, Case VII.

Any other information that may assist the Department in certifying eligibility.

Attachment "B"

This is to certify that the utility facilities as presently existing and as to be adjusted or relocated and as shown on the plans and estimate of cost supporting the Utility Relocation Agreement for which reimbursement is to be claimed, are owned, operated and maintained the company listed above. The facts concerning location of utility facilities, dates of installations and records of the Company showing its property interests will be made available for inspections by representatives of the Department at the office of the Company. It is further certified that the facilities shown as located on private property are correctly shown; that the facilities as located on streets and roads or other permits and franchise rights are correctly shown. Further, the above information as to title records, permits and franchise rights are correctly shown.

Brian S. Friery, Assistant Gas System Director

February 28, 2022
Date

The facilities noted on the attached summary, as required by this estimate, have been reviewed in the field with a representative of the Utility Owner. This is to certify that the facilities noted on the attached summary and shown to be on streets, roads, highways, or other public facilities are correct, and the facilities shown to be on private property are correct; further, that the cost of adjustment as covered by the attached estimate is eligible for reimbursement by the Department under the noted case(s) as described in Chapter 4 of the Utility Accommodation Policy and Standards Manual.

FORD E.
GDOT District Engineer

3/31/2022
Date

Certificate of Eligibility for Utility Reimbursement
Facility Detail Summary

Company Name:	City of Cartersville Gas System
Georgia Project No:	OCGA 32-6-170 & 171
Georgia PI No:	0015544
County:	Floyd

Facility Location (Provide Station Number and Intersecting Streets, Roads, or Highways)	Date Existing Facility Installed	Facility Right or Permission		Insert Reimbursement Case Number 1-10 as outlined in 4.2.A.2 Manual	Supplemental Information
		Private Property by Deed or Easement	Public Facility by Permit or Franchise		
8" HP steel natural gas main: Sta. 98+30-LT to Sta. 106+38-LT	June 1953		Public Facility by Permit		
8" HP steel natural gas main: Sta. 106+38-LT to Sta. 108+06-LT	June 1953	Private Property		Case VII	
8" HP steel natural gas main: Sta. 108+06-LT to Sta. 115+40-LT	June 1953		Public Facility by Permit		
Miscellaneous services:	Unknown		Public Facility by Permit		

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u> ¹	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> ²	<u>ESTIMATED TOTAL AMOUNT</u>
Contractor Labor					
1.	8-5/8" O.D.-.219" W.T. F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,470	L.F.	\$48.00	\$70,560.00
2.	8-5/8" O.D.-.322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$60.00	\$18,000.00
3.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	150	L.F.	\$20.00	\$3,000.00
4.	8" Directional Bore (Sta. 105+66.90 to Sta. 109+45.56) (Bore Only) (Soil Bore Only)	380	L.F.	\$75.00	\$28,500.00
5.	8" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$8,450.00	\$16,900.00
6.	8" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$1,500.00	\$1,500.00
7.	3/4" Service Tee, 1200# W.P.	4	Ea.	\$375.00	\$1,500.00
8.	Connection to Existing 3/4" Steel	4	Ea.	\$375.00	\$1,500.00
9.	Farm Tap Assembly (Installation Only)	2	Ea.	\$500.00	\$1,000.00
10.	Silt Fence (Type "C")	690	L.F.	\$3.50	\$2,415.00
11.	Purge and Abandon In Place	1,900	L.F.	\$2.50	\$4,750.00
12.	Temporary Grassing	4,000	S.Y.	\$1.00	\$4,000.00
13.	Permanent Grassing	4,000	S.Y.	\$1.75	\$7,000.00

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u> ¹	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> ²	<u>ESTIMATED TOTAL AMOUNT</u>
14.	Solid Rock Excavation	170	C.Y.	\$80.00	<u>\$13,600.00</u>

ESTIMATED CONTRACTOR LABOR COST \$174,225.00

Solid Rock Directional Bore Alternate (if solid rock is encountered) :

1.	8" Directional Bore (Sta. 105+66.90 to Sta. 109+45.56) (Bore Only) (Price Differential from Soil Bore) (Adder)	380	L.F.	\$175.00	<u>\$66,500.00</u>
----	--	-----	------	----------	--------------------

ESTIMATED SOLID ROCK BORE CONTRACTOR LABOR COST \$66,500.00
ESTIMATED CONTRACTOR LABOR COST \$174,225.00

TOTAL ESTIMATED CONTRACTOR LABOR COST \$240,725.00

Material Cost (Material provided by the Owner)

1.	8-5/8" O.D.-.219" W.T. F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,470	L.F.	\$16.50	\$24,255.00
2.	8-5/8" O.D.-.322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$27.00	\$8,100.00
3.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	150	L.F.	\$5.50	\$825.00
4.	8" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$4,420.00	\$8,840.00
5.	8" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$7,150.00	\$7,150.00
6.	Farm Tap Assembly	2	Ea.	\$750.00	<u>\$1,500.00</u>

ESTIMATED MATERIAL COST \$50,670.00



ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u> ¹	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> ²	<u>ESTIMATED TOTAL AMOUNT</u>
	TOTAL ESTIMATED CONTRACTOR LABOR COST				<u>\$240,725.00</u>
	TOTAL ESTIMATED RELOCATION COST				\$291,395.00

¹ Estimated unit prices of construction costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus estimated costs of inflation and price bids recently received for similar construction. Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated February 1, 2022.



**PROPERTY INTEREST AFFIDAVIT
FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY**

IN PERSON before the undersigned officer came Brian S. Friery, who being first duly sworn, deposes and states under oath as follows:

1. That the Affiant has been employed by City of Cartersville Gas System (Utility) for more than Fifteen (15) years and is presently the System Engineer of the Utility. Affiant is personally familiar with the facilities of the Utility and its business affairs.

2. Affiant further states that the facilities listed in the "Certificate of Eligibility for Utility Reimbursement" were constructed in their present location on or about June 1953. The facilities are required to be moved due to highway construction by the Georgia Department of Transportation (GDOT) under Project No. /PI S.R. 293/Kingston Highway at Dykes Creek OCGA 32-6-170 & 171/P.I. #0015544.

WORK LOCATIONS:

GDOT plans indicate the Utility's facilities will be in conflict at various locations within the project limits and will need to be relocated or adjusted accordingly. The utility facilities which are required by the GDOT project to be relocated or adjusted due to construction are as follows (attached additional sheets for the work locations as necessary):

WORK LOCATIONS (continued)

UTILITY FACILITY DESCRIPTION	STATION LIMITS	OCCUPIED PARCELS
8" HP steel natural gas main	Sta. 106+38-25' LT to Sta. 108+06-25' LT	M14089-Johnstone M14081-McAbee



**PROPERTY INTEREST AFFIDAVIT
FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY**

3. Affiant further states that the referenced facilities have been maintained in the present location for more than Sixty-Eight (68) years and to the best of the Affiant's knowledge and belief no person has questioned the right of the Utility to maintain said facilities nor the fact that the Utility has an easement for said facilities.

4. Affiant further states that there is no pending litigation or claim questioning the right of the Utility to maintain said utility facilities and to the best of the Affiant's knowledge and belief there has been no previous litigation in regard to the maintenance of said utility facilities.

5. Affiant further states that the Utility has thoroughly researched, or caused to be researched, its land records, GDOT electronic construction plan records ("TRES"), and available county/city records relating to the said location of the utility facilities and is unable to find any supporting documentation to establish a property interest which describes the exact location of said utility facilities, nor has Affiant found any evidence of any party ever disputing Utility's property interest, and thus must submit this affidavit.

This affidavit is given at the instance and request of the Georgia Department of Transportation for the purpose of establishing that the Utility holds a property interest for the referenced utility facilities.

[Remainder of page left intentionally blank]



PROPERTY INTEREST AFFIDAVIT
FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY

Sworn to and subscribed before me this 5th day of March, 2021.

Witness - signature

Utility Official - signature

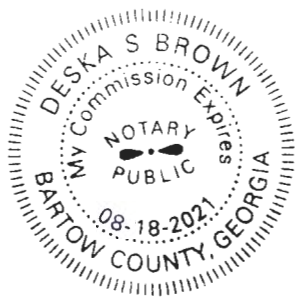
Brian S. Friery

Utility Official – name (print)

City of Cartersville Gas System Engineer

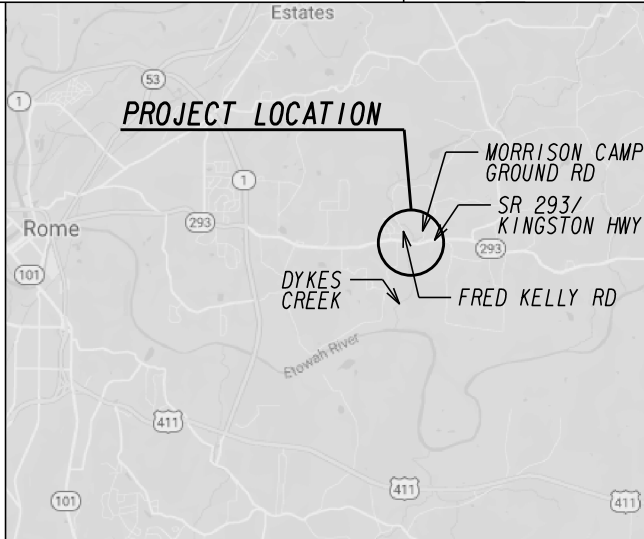
Utility Official – title (print)

Notary Public



DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

PLAN AND PROFILE OF PROPOSED SR 293/KINGSTON HIGHWAY @ DYKES CREEK APPROXIMATELY 5.4 MILES EAST OF ROME, GEORGIA



LOCATION SKETCH

DESIGN DATA:
 TRAFFIC A.A.D.T.: (2023) 6500
 TRAFFIC A.A.D.T.: (2043) 7925
 TRAFFIC D.H.V.: (2023) 725 (2043) 885
 DIRECTIONAL DIST: 47% / 53%
 PEAK HR T: 5.0%
 24 HR. TRUCKS %: 4.0% (SU 3.5%)
 SPEED DESIGN: 50 MPH
 DETOUR SPEED DESIGN: 40 MPH

LOCATION & DESIGN APPROVAL DATE: TBD

FUNCTIONAL CLASS: MAJOR COLLECTOR

THIS PROJECT IS 100% IN FLOYD COUNTY AND IS 100% IN CONG. DIST. NO. 14.

PROJECT DESIGNATION: EXEMPT
LLL: 226,254,255
GMD: 1048

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

MID-POINT COORDINATES
STA. 106+82.50
N 1548711.4018
E 2020679.6911

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

FEDERAL AID PROJECT

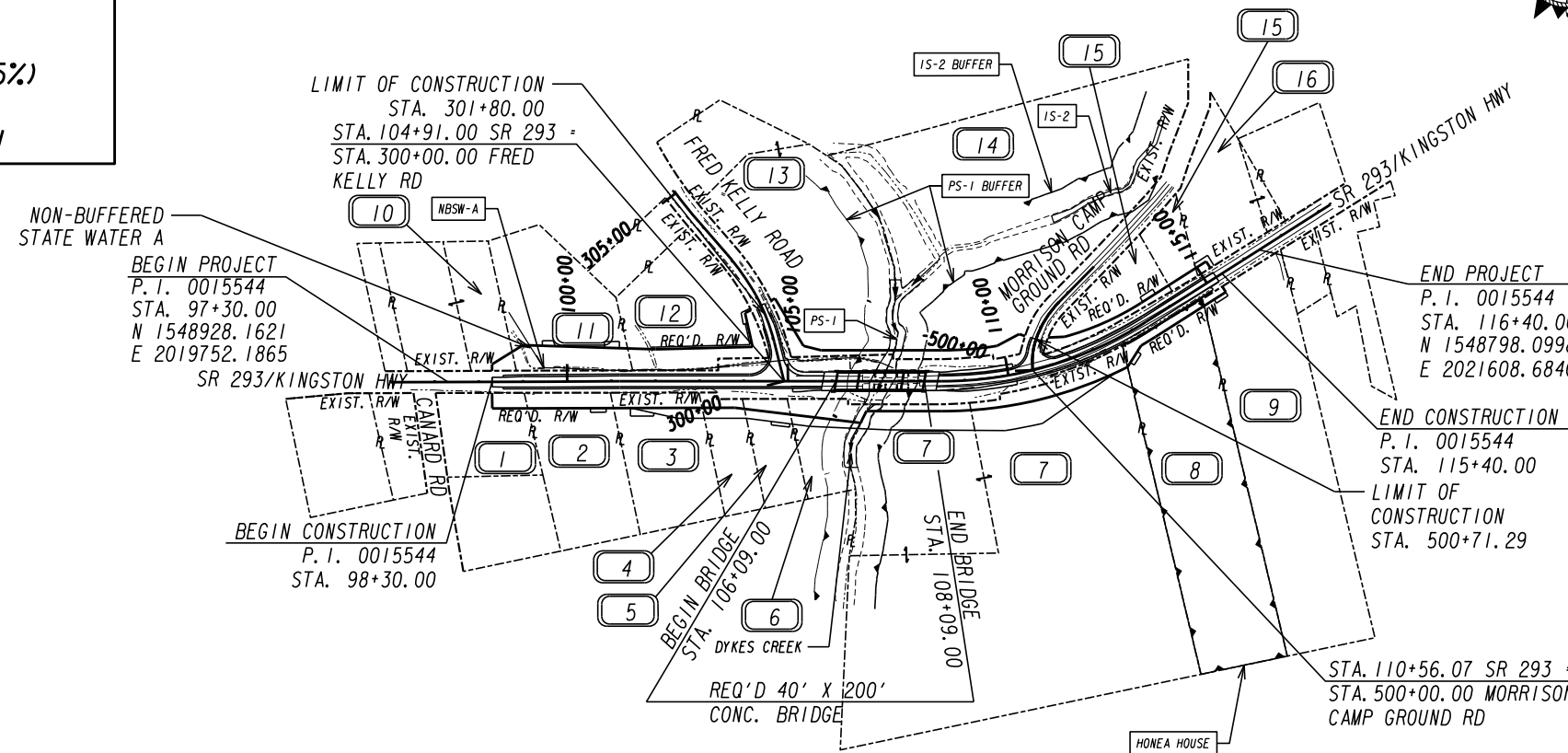
P.I. * 0015544
FLOYD COUNTY

FEDERAL ROUTE * N/A
STATE ROUTE * 293
P.J. NO. 0015544

NOTE:
 ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.



PE
STAMP
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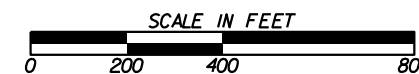
PREPARED BY: GARY T. NEWTON, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.

RECOMMENDED FOR APPROVAL BY: STATE PROGRAM DELIVERY ADMINISTRATOR

DATE	CHIEF ENGINEER
PLANS COMPLETED	- -
REVISIONS	

LENGTH OF PROJECT	COUNTY No. 115
	Project No. 0015544
	MILES
NET LENGTH OF ROADWAY	0.3238
NET LENGTH OF BRIDGES	0.0379
NET LENGTH OF PROJECT	0.3617
NET LENGTH OF EXCEPTIONS	0.0000
GROSS LENGTH OF PROJECT	0.3617

Kimley»Horn
 Engineering, Planning, and Environmental Consultants
 Suite 350, 3930 East Jones Bridge Road
 Peachtree Corners, Georgia 30092



JUDY DENISE &
JOSHUA SHANE JOHNSON
DB 2454, PG 709

PATRICIA DIANE BEARD
DB 1630, PG 653

10
PATRICIA DIANE BEARD
DB 1036, PG 104
SEE SHEET 60-0009

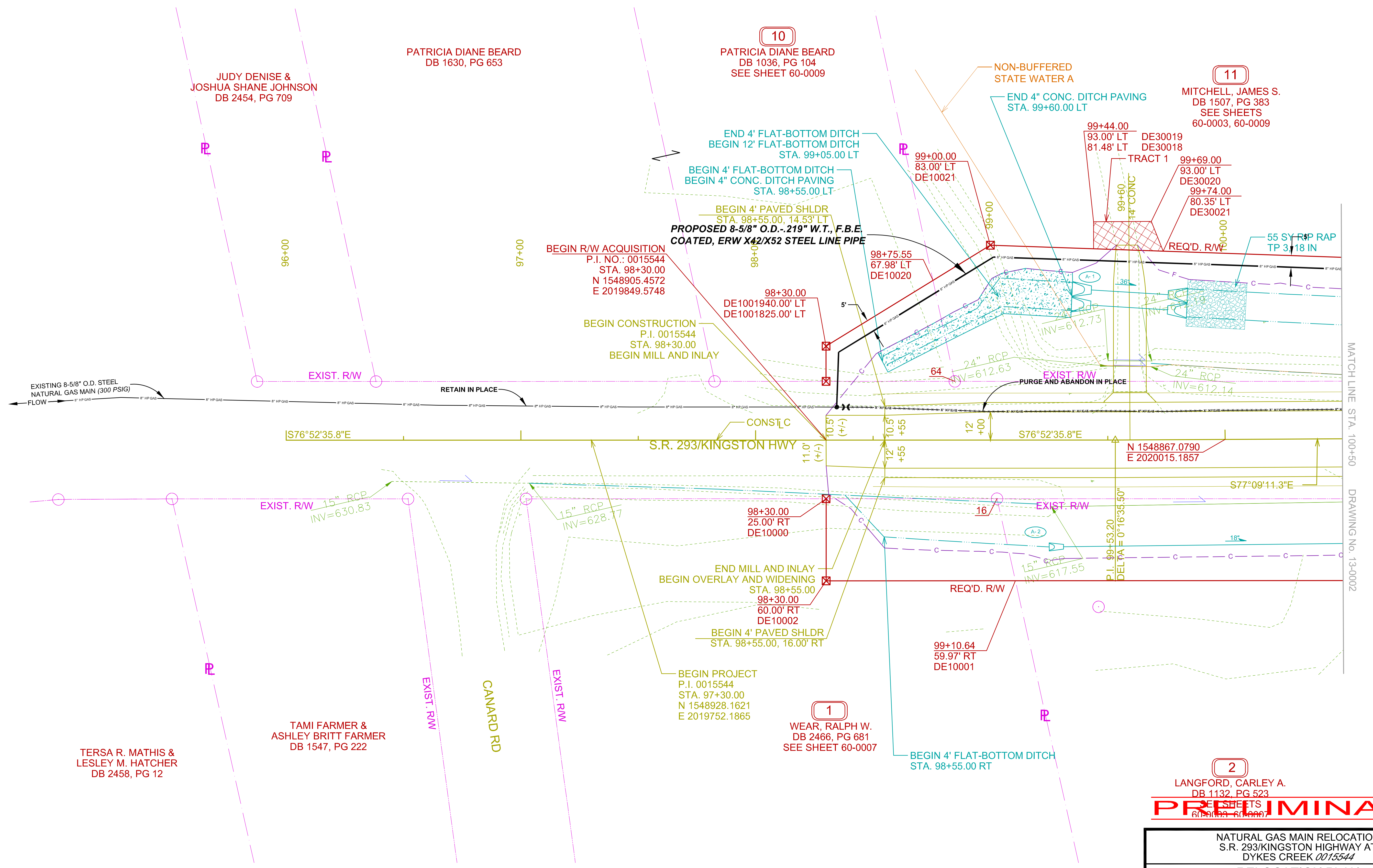
11
MITCHELL, JAMES S.
DB 1507, PG 383
SEE SHEETS
60-0003, 60-0009

TERSA R. MATHIS &
LESLEY M. HATCHER
DB 2458, PG 12

TAMI FARMER &
ASHLEY BRITT FARMER
DB 1547, PG 222

1
WEAR, RALPH W.
DB 2466, PG 681
SEE SHEET 60-0007

2
LANGFORD, CARLEY A.
DB 1132, PG 523
PRELIMINARY
60-0003, 60-0007



MATCH LINE STA. 100+50
DRAWING NO. 13-0002

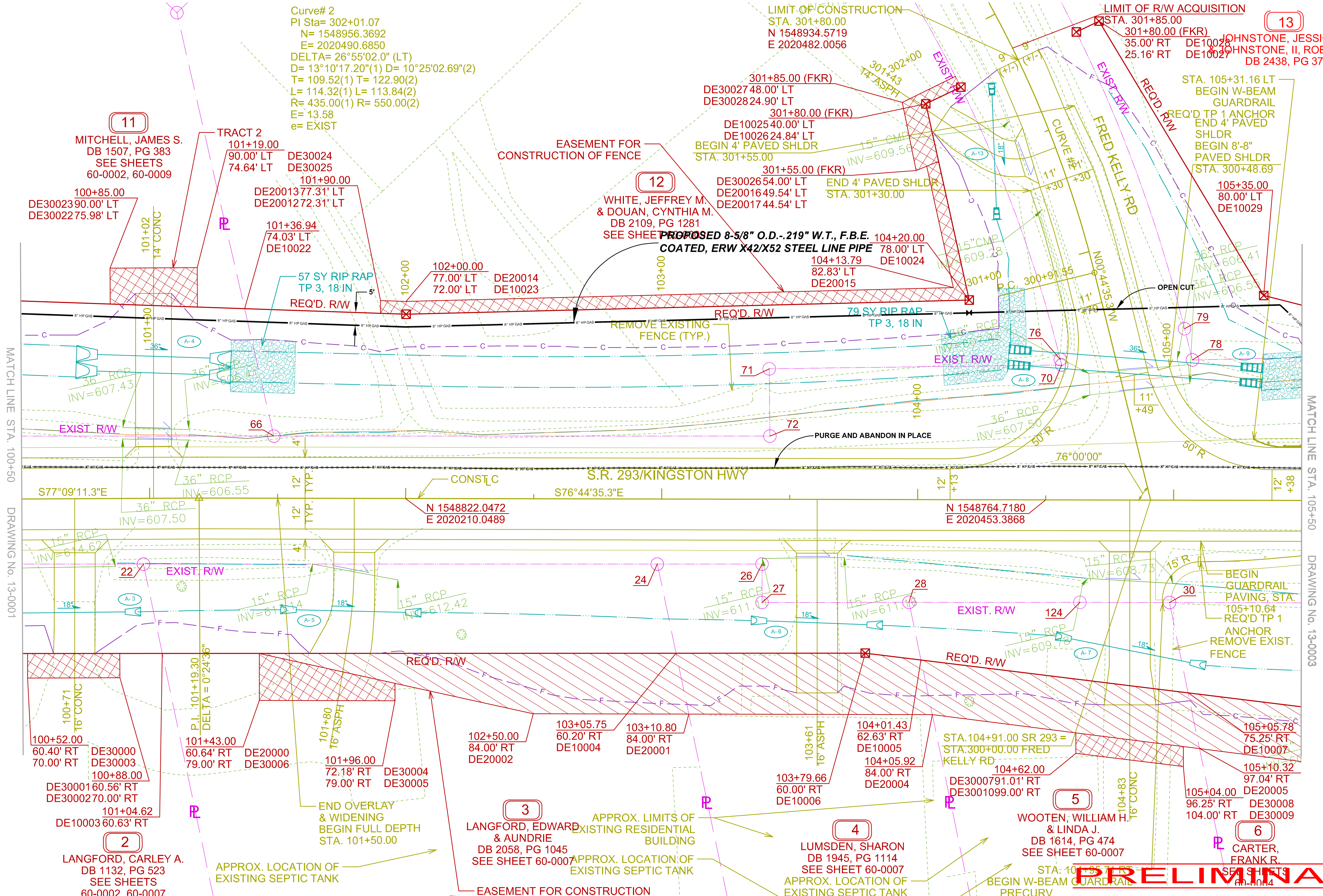
ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

City of Cartersville
G A S S Y S T E M
P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

DESIGNED: B.S.F.
DATE: AUGUST 2021
SCALE: 1"=20'
PROJ NO: CP-21-001
SHEET: PLN-01

C:\BUREAU\PROJECTS\2021\CP-21-001\DRAWING AUGUST 08, 2021 11:31AM



MATCH LINE STA. 100+50
DRAWING No. 13-0001

MATCH LINE STA. 105+50
DRAWING No. 13-0003

11
MITCHELL, JAMES S.
DB 1507, PG 383
SEE SHEETS
60-0002, 60-0009

Curve# 2
PI Sta= 302+01.07
N= 1548956.3692
E= 2020490.6850
DELTA= 26°55'02.0" (LT)
D= 13°10'17.20"(1) D= 10°25'02.69"(2)
T= 109.52(1) T= 122.90(2)
L= 114.32(1) L= 113.84(2)
R= 435.00(1) R= 550.00(2)
E= 13.58
e= EXIST

12
WHITE, JEFFREY M.
& DOUAN, CYNTHIA M.
DB 2109, PG 1281
SEE SHEET 60-0007

13
JOHNSTONE, JESSICA A.
& JOHNSTONE, II, ROBERT C.
DB 2438, PG 37

2
LANGFORD, CARLEY A.
DB 1132, PG 523
SEE SHEETS
60-0002, 60-0007

3
LANGFORD, EDWARD
& AUNDRIE
DB 2058, PG 1045
SEE SHEET 60-0007

4
LUMSDEN, SHARON
DB 1945, PG 1114
SEE SHEET 60-0007

5
WOOTEN, WILLIAM H.
& LINDA J.
DB 1614, PG 474
SEE SHEET 60-0007

6
CARTER, FRANK R.
SEE SHEETS
60-0004

PRELIMINARY

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn
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Suite 350, 3830 East Jones Bridge Road
Peachtree Corners, Georgia 30092

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P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30130
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

DESIGNED: B.S.F.
DATE: AUGUST 2021
SCALE: 1"=20'
PROJ NO: CP-21-001
SHEET: PLN-02

NATURAL GAS MAIN RELOCATION
S.R. 293/KINGSTON HIGHWAY AT
DYKES CREEK 0015544
RELOCATION PLAN
STA. 100+50 TO STA. 105+50

Curve #1
 PI Sta= 110+99.63
 N= 1548615.7462
 E= 2021085.7078
 DELTA= 32°28'47.0" (LT)
 D= 06°39'44.28"
 T= 250.50
 L= 487.52
 R= 860.00
 E= 35.74
 e= 6.00%

PERENNIAL STREAM 1
 50' STATE WATERS BUFFER
 BEGIN APPROACH SLAB
 GA. STD. 9017R
 STA. 105+79.00
 END FULL
 DEPTH PAVEMENT
 END 8'-8" PAVED SHLDR
 STA. 105+82.64
 END GUARDRAIL PAVING
 STA. 105+93.28 LT
 END W-BEAM GUARDRAIL
 BEGIN T-BEAM GUARDRAIL
 PER GA. STD. 4382 (TYP.)
 END 12' FLAT-BOTTOM DITCH
 TAPER TO EXISTING DITCH
 STA. 106+09.00 LT
 BEGIN BRIDGE NO. 1
 STA. 106+09.00
 NON-BUFFERED
 STATE WATER 'A'

13
 JOHNSTONE, JESSICA A.
 & JOHNSTONE, II,
 ROBERT C.
 DB 2438, PG 37
 SEE SHEETS
 60-0003, 60-0009

PERENNIAL STREAM 1
 50' STATE WATERS BUFFER
 14
 McABEE, RONNIE W.
 & DEBORAH J.
 DB 1123, PG 802
 SEE SHEETS
 60-0005, 60-0010

ESA - SEE ENVIRONMENTAL RESOURCES
 IMPACT TABLE IN GENERAL NOTES
 FOR CONSTRUCTION RESTRICTIONS
 BEGIN 4' FLAT-BOTTOM DITCH
 STA. 107+60.00 LT
 END BRIDGE NO. 1
 STA. 108+09.00
 STA. 108+32.48 LT
 END T-BEAM GUARDRAIL
 BEGIN W-BEAM GUARDRAIL
 PER GA. STD. 4382 (TYP.)
 STA. 109+02.61: 604.12-BEGIN HORIZONTAL TURN
 STA. 108+92.96: 603.45-BEGIN .322" W.T.

PROPOSED 8-5/8" O.D.-.219" W.T., F.B.E.
 COATED, ERW X42/X52 STEEL LINE PIPE

PROPOSED 8-5/8" O.D.-.322" W.T., DUAL
 COATED, ERW X42/X52 STEEL BORE PIPE

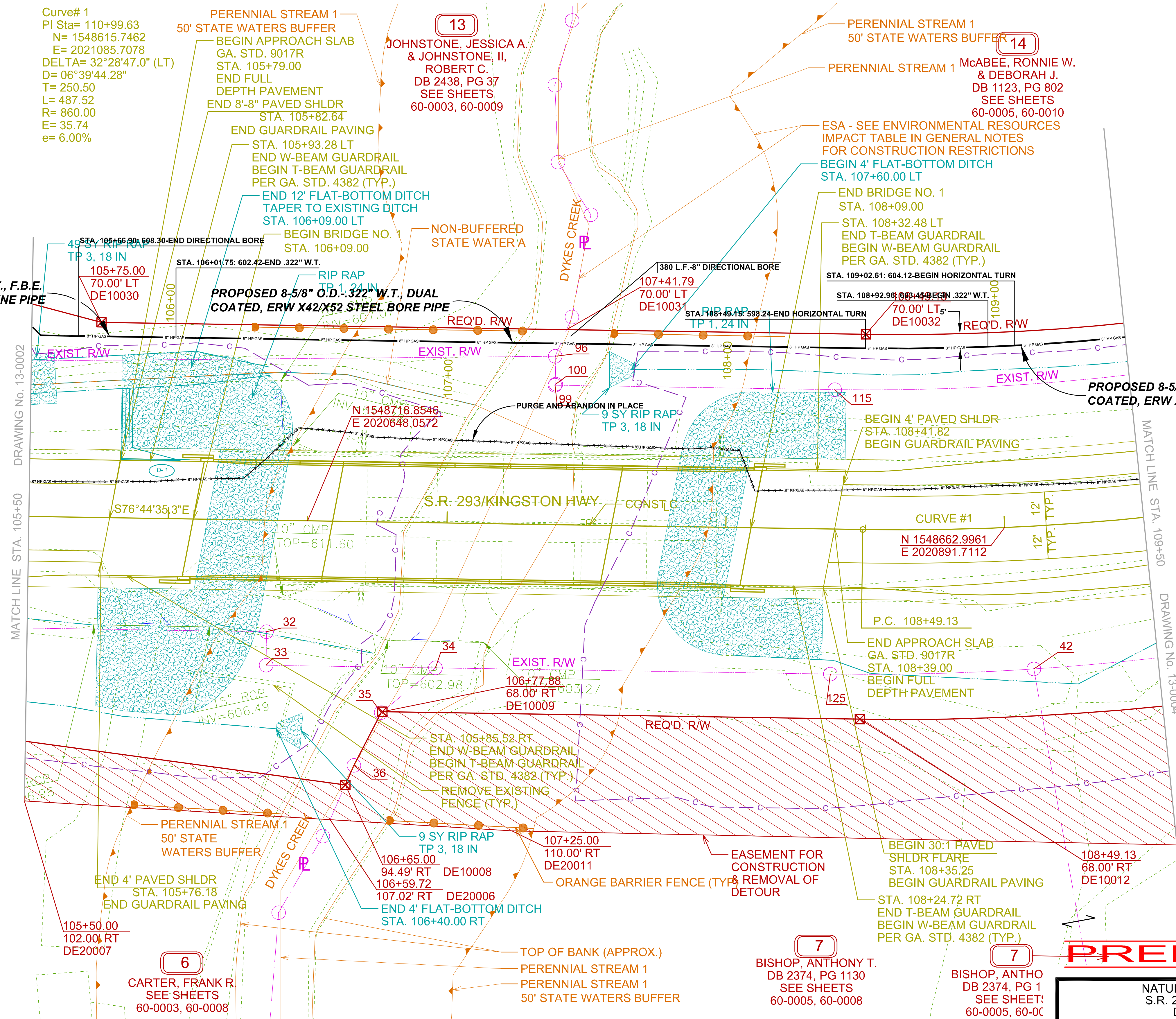
PROPOSED 8-5/8" O.D.-.219" W.T., F.B.E.
 COATED, ERW X42/X52 STEEL LINE PIPE

DRAWING No. 13-0002

MATCH LINE STA. 105+50

MATCH LINE STA. 109+50

DRAWING No. 13-0004



PRELIMINARY

6
 CARTER, FRANK R.
 SEE SHEETS
 60-0003, 60-0008

7
 BISHOP, ANTHONY T.
 DB 2374, PG 1130
 SEE SHEETS
 60-0005, 60-0008

7
 BISHOP, ANTHO
 DB 2374, PG 1
 SEE SHEET
 60-0005, 60-00

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
 (LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn

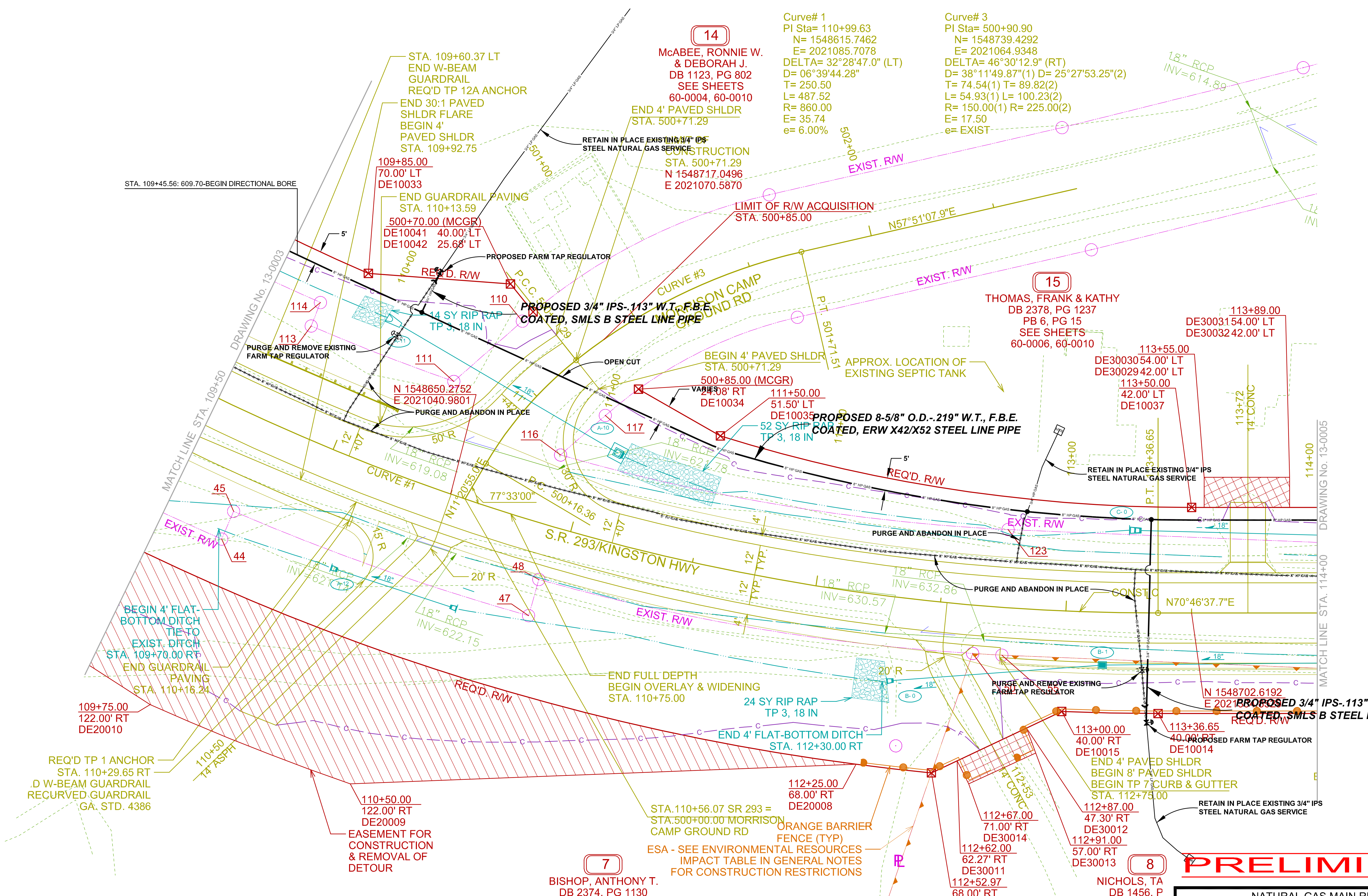
Engineering, Planning, and Environmental Consultants
 Suite 350, 3930 East Jones Bridge Road
 Peachtree Corners, Georgia 30092



City of Cartersville

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 Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

DESIGNED: B.S.F.
 DATE: AUGUST 2021
 SCALE: 1"=20'
 PROJ NO: CP-21-001
 SHEET: PLN-03



Curve# 1
 PI Sta= 110+99.63
 N= 1548615.7462
 E= 2021085.7078
 DELTA= 32°28'47.0" (LT)
 D= 06°39'44.28"
 T= 250.50
 L= 487.52
 R= 860.00
 E= 35.74
 e= 6.00%

Curve# 3
 PI Sta= 500+90.90
 N= 1548739.4292
 E= 2021064.9348
 DELTA= 46°30'12.9" (RT)
 D= 38°11'49.87"(1) D= 25°27'53.25"(2)
 T= 74.54(1) T= 89.82(2)
 L= 54.93(1) L= 100.23(2)
 R= 150.00(1) R= 225.00(2)
 E= 17.50
 e= EXIST

14
 McABEE, RONNIE W. & DEBORAH J.
 DB 1123, PG 802
 SEE SHEETS 60-0004, 60-0010

15
 THOMAS, FRANK & KATHY
 DB 2378, PG 1237
 PB 6, PG 15
 SEE SHEETS 60-0006, 60-0010

7
 BISHOP, ANTHONY T.
 DB 2374, PG 1130
 SEE SHEETS 60-0004, 60-0008

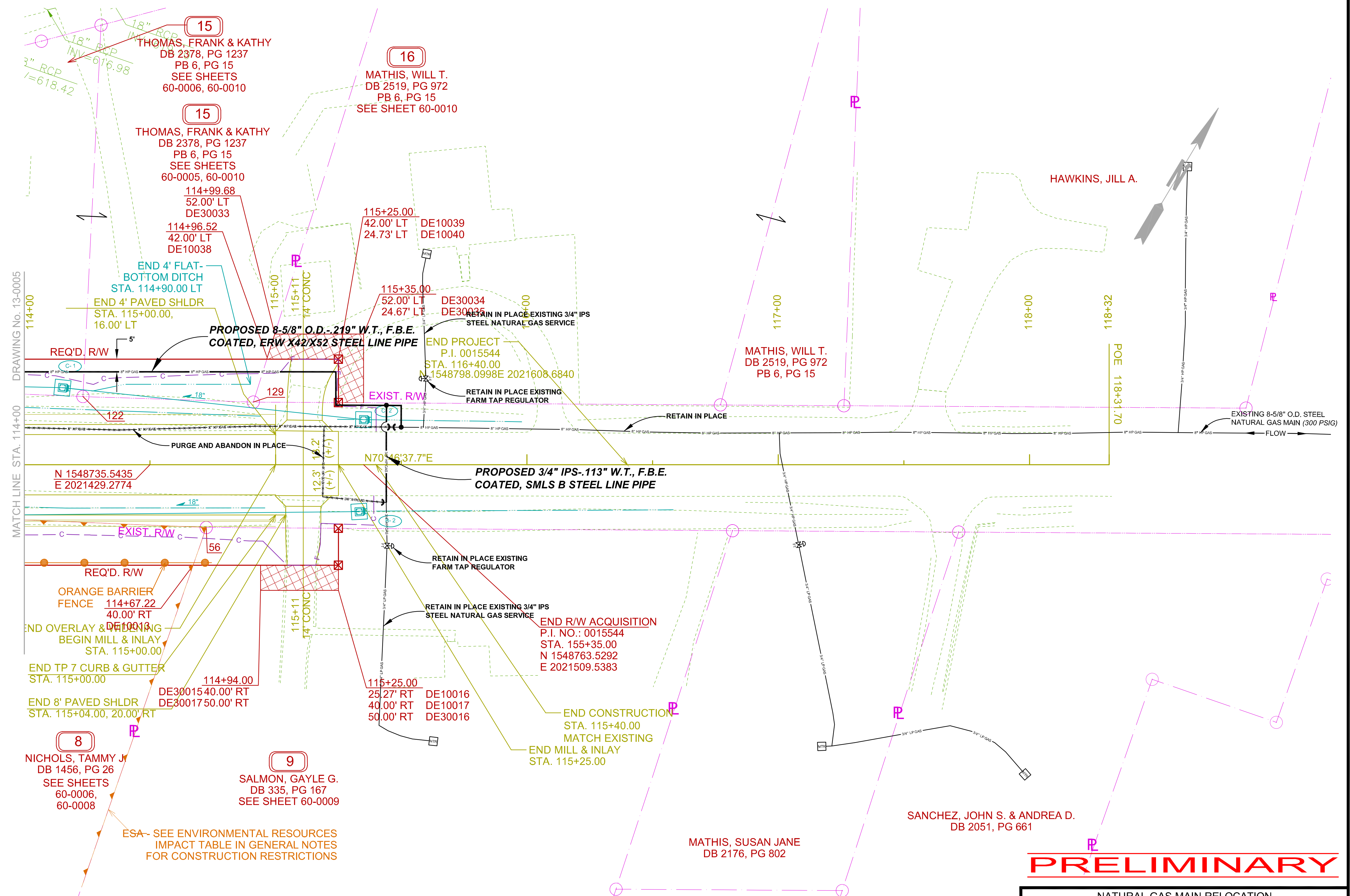
8
 NICHOLS, TA
 DB 1456, P
 SEE SHEETS 60-0006, 60-0010

PRELIMINARY

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
 (LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn
 Engineering, Planning, and Environmental Consultants
 Suite 350, 3930 East Jones Bridge Road
 Peachtree Corners, Georgia 30092

	NATURAL GAS MAIN RELOCATION S.R. 293/KINGSTON HIGHWAY AT DYKES CREEK 0015544	
	RELOCATION PLAN STA. 109+50 TO STA. 114+00	
DESIGNED: B.S.F. DATE: AUGUST 2021 SCALE: 1"=20' PROJ NO: CP-21-001 SHEET: PLN-04	City of Cartersville G A S S Y S T E M P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120 Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org	



DRAWING No. 13-0005
MATCH LINE STA. 114+00

PRELIMINARY

NATURAL GAS MAIN RELOCATION
S.R. 293/KINGSTON HIGHWAY AT
DYKES CREEK 0015544
RELOCATION PLAN
STA. 114+00 TO END PROJECT

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn

Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

<p style="font-size: 18px; font-weight: bold;">City of Cartersville</p> <p style="font-size: 10px;">G A S S Y S T E M P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120 Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org</p>	DESIGNED: B.S.F. DATE: AUGUST 2021
	SCALE: 1"=20' PROJ NO: CP-21-001 SHEET: PLN-05

15
THOMAS, FRANK & KATHY
DB 2378, PG 1237
PB 6, PG 15
SEE SHEETS
60-0006, 60-0010

16
MATHIS, WILL T.
DB 2519, PG 972
PB 6, PG 15
SEE SHEET 60-0010

15
THOMAS, FRANK & KATHY
DB 2378, PG 1237
PB 6, PG 15
SEE SHEETS
60-0005, 60-0010

114+99.68
52.00' LT
DE30033

114+96.52
42.00' LT
DE10038

115+25.00
42.00' LT
24.73' LT
DE10039
DE10040

END 4' FLAT-BOTTOM DITCH
STA. 114+90.00 LT

END 4' PAVED SHLDR
STA. 115+00.00,
16.00' LT

**PROPOSED 8-5/8" O.D. - 219" W.T., F.B.E.
COATED, ERW X42X52 STEEL LINE PIPE**

REQ'D. R/W

EXIST. R/W

RETAIN IN PLACE EXISTING 3/4" IPS
STEEL NATURAL GAS SERVICE

END PROJECT
P.I. 0015544
STA. 116+40.00
N 1548798.0998E 2021608.6840

RETAIN IN PLACE EXISTING
FARM TAP REGULATOR

RETAIN IN PLACE

PURGE AND ABANDON IN PLACE

N 1548735.5435
E 2021429.2774

122

129

115+00

115+11

14' CONC

123' 11.2' (+/-)

N70°46'37.7"E

**PROPOSED 3/4" IPS - 113" W.T., F.B.E.
COATED, SMLS B STEEL LINE PIPE**

RETAIN IN PLACE EXISTING
FARM TAP REGULATOR

RETAIN IN PLACE EXISTING 3/4" IPS
STEEL NATURAL GAS SERVICE

END R/W ACQUISITION
P.I. NO.: 0015544
STA. 155+35.00
N 1548763.5292
E 2021509.5383

END OVERLAY & MILLING
BEGIN MILL & INLAY
STA. 115+00.00

END TP 7 CURB & GUTTER
STA. 115+00.00

END 8' PAVED SHLDR
STA. 115+04.00, 20.00' RT

114+94.00
40.00' RT
DE30015
40.00' RT
DE30017
50.00' RT
DE30016
DE10016
DE10017
DE30016

115+25.00
25.27' RT
40.00' RT
50.00' RT
DE10016
DE10017
DE30016

END CONSTRUCTION
STA. 115+40.00
MATCH EXISTING
STA. 115+25.00

END MILL & INLAY
STA. 115+25.00

8
NICHOLS, TAMMY J.
DB 1456, PG 26
SEE SHEETS
60-0006,
60-0008

9
SALMON, GAYLE G.
DB 335, PG 167
SEE SHEET 60-0009

ESA - SEE ENVIRONMENTAL RESOURCES
IMPACT TABLE IN GENERAL NOTES
FOR CONSTRUCTION RESTRICTIONS

MATHIS, SUSAN JANE
DB 2176, PG 802

SANCHEZ, JOHN S. & ANDREA D.
DB 2051, PG 661

From: Coll, Marcela
Sent: Wednesday, March 15, 2023 9:23 AM
To: Deems, Jennifer; Bonny, Danah A.
Cc: Monteith, Daniel
Subject: RE: Reply (2) to "Build America Buy America (BABA)" - 0015544 - Floyd

Thank you **Jennifer**.

Danah,

Please move forward with adding BABA language to the agreement for City of Cartersville-Gas.

Thank you,

Marcela Coll

State Utilities Pre-Construction Manager
Office of Utilities, 10th floor
600 W. Peachtree Street, NW
Atlanta, GA, 30308
404.347.0606 office
404.304.2042 cell

From: Deems, Jennifer <jdeems@dot.ga.gov>
Sent: Tuesday, March 14, 2023 2:06 PM
To: Coll, Marcela <mcoll@dot.ga.gov>
Cc: Bonny, Danah A. <dbonny@dot.ga.gov>; Monteith, Daniel <dmonteith@dot.ga.gov>
Subject: FW: Reply (2) to "Build America Buy America (BABA)" - 0015544 - Floyd

I am not sure if I submitted this to you or not – here is confirmation that the City of Cartersville is good with their original estimate. Thank you.

Jennifer Deems

District Utilities Manager



District 6
30 Great Valley Parkway
White, GA 30184
678.721.5323 office
770.820.8037 cell

From: Brian Friery <bfriery@cityofcartersville.org>
Sent: Tuesday, January 17, 2023 8:33 AM
To: Deems, Jennifer <jdeems@dot.ga.gov>

Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>; Michael Dickson <mdickson@cityofcartersville.org>

Subject: Reply (2) to "Build America Buy America (BABA)"

Jennifer:

In response to your following email, the City of Cartersville Gas System will need no cost nor time adjustments related to the Build America Buy America (BABA) requirement for the S.R. 293/Kingston Highway at Dykes Creek 0015544 project.

If you have any questions or require additional information, please do not hesitate to contact me by telephone or return email.

Brian Friery, Assistant Director
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Georgia 30120
Phone: 770.387.5642
Fax: 770.387.5638
Email: bfriery@cityofcartersville.org
FTP Site: <https://secure.cityofcartersville.org/>
Web Page: <http://www.cityofcartersville.org/>

From: Deems, Jennifer <jdeems@dot.ga.gov>

Sent: Tuesday, January 17, 2023 7:50 AM

To: Brian Friery <bfriery@cityofcartersville.org>

Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>; Michael Dickson <mdickson@cityofcartersville.org>

Subject: [EXTERNAL] RE: Reply to "Build America Buy America (BABA)"

CAUTION! : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sender : jdeems@dot.ga.gov

The State Utility office will be responsible for the updated agreement and it will include the necessary information. I am just interested in the cost and time right now. Will you need to revise it (UAS/cost)? Thank you.

Jennifer Deems
District Utilities Manager



District 6

30 Great Valley Parkway
White, GA 30184
678.721.5323 office
770.820.8037 cell

From: Brian Friery <bfriery@cityofcartersville.org>
Sent: Friday, January 13, 2023 4:38 PM
To: Deems, Jennifer <jdeems@dot.ga.gov>
Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>; Michael Dickson <mdickson@cityofcartersville.org>
Subject: Reply to "Build America Buy America (BABA)"

Jennifer:

In response to your following email, the attached document as part of the Utility Agreement was executed by the City of Cartersville. Also, our bid proposal requests for material purchased and used by the Gas System include the following statement.

"All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal."

Also, as part of our contract documents, the material specifications for material that will be provided by the contractor includes the following statement.

"All materials for incorporation into this project shall be new, unused and manufactured in the United States and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in these specifications."

Is there any other documentation or any requirements necessary to address your following email?

If you have any questions or require additional information, please do not hesitate to contact me by telephone or return email.

Brian Friery, Assistant Director
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Georgia 30120
Phone: 770.387.5642
Fax: 770.387.5638
Email: bfriery@cityofcartersville.org
FTP Site: <https://secure.cityofcartersville.org/>
Web Page: <http://www.cityofcartersville.org/>

From: Deems, Jennifer <jdeems@dot.ga.gov>
Sent: Friday, January 13, 2023 3:47 PM

To: Brian Friery <bfriery@cityofcartersville.org>; Michael Dickson <mdickson@cityofcartersville.org>
Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>
Subject: [EXTERNAL] Build America Buy America (BABA)

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Sender : jdeems@dot.ga.gov

Good afternoon. I am reaching out with the new BABA requirements that GDOT has to now include in all reimbursable agreements. I am sure you are aware of these by now. Right now, I need you to review to determine if your existing UASs and Agreement Estimates need to be revised. The project that we need to focus on is the following:

0015544 – Floyd – SR 293 @ Dykes Creek

This project is scheduled to let in March, so we are in a time crunch. If you do not anticipate needing additional time or the need to revise the estimate, please respond ASAP. This will allow the state utilities office to revise the existing agreement and forward to you. If additional time/money is needed, please let me know so we can anticipate the change.

I am sure we have other projects to review, we just don't have a list at this time and will work on getting one.

I am just jumping into this new requirement and not very knowledgeable, but if you have any questions/concerns, please let me know and I can get you to the right person to help. Thank you.

Jennifer Deems
District Utilities Manager



District 6
30 Great Valley Parkway
White, GA 30184
678.721.5323 office
770.820.8037 cell

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the

economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.

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