## Memorandum.

To: Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: September 7, 2022

**RE:** Natural Gas Main Relocation

S.R. 293/Kingston Highway at

Dykes Creek 0015544

Cartersville Project No. CP-21-001

Portions of the above referenced road construction project require the Gas System to relocate existing natural gas facilities within a prescribed easement in conflict with road construction. An Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transportation Construction was prepared by our office in the reimbursable amount of 9.82% of the total construction cost estimated to be approximately \$28,614.99 for the relocation of these existing natural gas facilities and executed copies were forwarded to the Georgia Department of Transportation on February 28, 2022.

Attached, therefore, is 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 the existing natural gas facilities within the prescribed easement in conflict with road construction. The Gas System, therefore, recommends Council approval for the City to enter this 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.

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) 631-1990 Main Office

August 22, 2022

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

PI No. 0015544

Actual Cost Agreement Undated - Natural Gas Facilities

#### Dear 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 <u>return three (3) counterparts</u> to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. <u>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.</u>

Also, please provide the City of Cartersville Gas System's Federal Employee Identification Number (FEIN) in the blank shown on page 5 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

You are cautioned not to incur any construction expense in connection with the relocation of your utilities until you have been given written authorization by this office to proceed with the work covered by this Agreement.

Mayor Matt Santini
Project No. N/A, Floyd County
P.I. No. 0015544
Actual Cost Agreement Undated – Natural Gas Facilities
August 22, 2022; 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 <a href="mailto:dbonny@dot.ga.gov">dbonny@dot.ga.gov</a>. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

Shajan Joseph, P.E.

Assistant State Utilities Administrator

For: Nicholas Fields

State Utilities Administrator

NF: SPJ: MGC: DB

**Attachments** 

cc: Grant Waldrop, P.E., District 6 Engineer
Jun Birnkammer, E.I.T., 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 water 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

#### ACTUAL COST UTILITY AGREEMENT - NATURAL GAS FACILITIES

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.

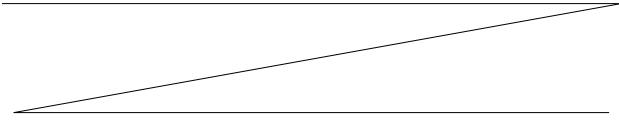
#### ACTUAL COST UTILITY AGREEMENT - NATURAL GAS FACILITIES

- 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. The DEPARTMENT shall pay monthly bills promptly upon receipt and Upon completion of the work the LOCAL verification thereof by the DEPARTMENT. 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.
- 6. 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.
- 7. 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.
- 8. 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

#### ACTUAL COST UTILITY AGREEMENT - NATURAL GAS FACILITIES

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.

- 9. 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.
- 10. 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.
- 11. 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.
- 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. 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.
- 15. 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 LUMP SUM UTILITY AGREEMENT – NATURAL GAS FACILITIES

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:	BY·
BY:NOTARY PUBLIC (SEAL)	BY:
SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY	BY:
OF, 20,	
My commission expires:	
I attest to the genuineness of the LOCAL AG named Officer is duly authorized to execute this	ENCY Seal and I further attest that the above document.
***********	ATTEST:
FEIN58-6000534	BY:
************	SECRETARY/ASST. SECRETARY (OFFICIAL SEAL)
RECOMMENDED:	ACCEPTED:
BY:	DEPARTMENT OF TRANSPORTATION
STATE UTILITIES ENGINEER	BY:COMMISSIONER
PROJECT: N/A COUNTY: FLOYD P.I. No: 0015544 DATE August 22, 2022	Signed, sealed and delivered this day of, 20,
	(OFFICIAL SEAL OF THE DEPARTMENT)
I attest that the seal imprinted herein is the Office	ial Seal of the DEPARTMENT.
	BY:
	<b>TREASURER</b> (OFFICIAL CUSTODIAN OF THE SEAL)

#### ACTUAL COST UTILITY AGREEMENT - NATURAL GAS FACILITIES

#### **RESOLUTION**

#### STATE OF GEORGIA

#### **CITY OF CARTERSVILLE**

]	BE IT RESOLV	/ED by the	MAYOR	of the CIT	Y OF	CARTE	RSVILI	LE, and it is	hereby
resolved	d, that the foreg	oing attache	ed Agreem	ent, relativ	e to p	roject N/A	A, FLO	YD COUNT	TY, P.I.
No. 001	15544, to replace	e the bridg	e on State	Route 293	3 over	Dykes C	reek in	Floyd Cour	nty and
that th	he Honorable	Matt S	antini as	Mayor	of	the City	y of	Cartersville	e and
	Julia Drake_		, as City	Clerk, b	e and	they are	e, there	by authoriz	ed and
directed	l to execute t	he same	for and	in behalf	of	said by	the M	MAYOR of	f THE
CITY	OF CARTERS	VILLE.							
]	Passed and ado	oted, this th	e	da	y of _			, 20	
ATTES	T:								
				BY	·:				
CITY	CLERK			21	•	MA	YOR		
STATE	OF GEORGIA	•							
CITY (	OF CARTERS	VILLE GA	AS SYSTE	М					
]	IJul	ia Drake		as City C	lerk, d	o hereby	certify	that I am cu	stodian
of the b	ooks and recor	ds of the sa	ame, and tl	nat the abo	ove an	d foregoi	ng cop	y of the ori	ginal is
now on	file in my offic	e, and was	passed by t	he Mayor	of the	CITY O	F CAR	ΓERSVILLI	E GAS.
WITNE	ESS my hand an	d official si	gnature, th	is the		day of		<b></b> ;	
20									
				BY	:	CITY C	FDIZ		
						CITY CI	LEKK		

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

		Date		, 20	
WE,	City of Cartersvi	lle			_
	(UTILITY)	RAILROAD	OWNI	ER)	-
Address:	P.O. Box 1390 (1 North Erwin Stree	t), Cartersv	ille, Ge	orgia 30120	
	ertify that we are in compliance with the "Fas 23 U.S.C. 313 and 23 CFR 635.410 of the		' require	ements of the Feder	ral
	Γ NO. N/A, P.I. NO. 0015544, TO REPLA YKES CREEK IN FLOYD COUNTY, GE		RIDGE (	ON STATE ROUT	E 293
As require	ed, we will maintain all records and docur	nents pertine	nt to the	Buy America req	uirement,
at the ad	dress given above, for not less than 3 y	ears from the	ne date	of project comple	etion and
acceptanc	e, if we do not provide the records and	documents d	luring ir	nvoicing. If all rec	ords and
document	s pertinent to the Buy America requirement	ent are delive	ered dur	ring invoicing, ther	ı we will
maintain	all records and documents pertinent to t	he Buy Ame	erica rec	quirement for not	less than
three (3)	years from the date conditional final pa	ayment has b	oeen rec	ceived by the COI	MPANY.
These file	es will be available for inspection and verif	ication by the	e Depart	tment and/or FHW.	A.
We furthe	er certify that the total value of foreign stee	el as describe	ed in the	Buy America requ	uirements
for this pr	roject does not exceed one-tenth of one pe	rcent (0.1%)	of the to	otal contract price of	or
\$2,500.00	), whichever is greater.			-	
Signed by	7	Title		Mayor	
orginea of	(Officer of Organization)				
Subscribe	d and sworn to before me thisday o	f			
		My Comn	nission I	Expires:	
No	otary Public/Justice of the Peace	•		-	



#### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CARTERSVILLE GAS SYSTEM
Solicitation/Contract No. / Call No.	PROJECT NO. N/A, P.I. NO. 0015544, FLOYD COUNTY, TO REPLACE
or Project Description:	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	April 21, 2008				
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	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	Mayor				
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 SEAL]				
Notary Public					
My Commission Expires:					

Office of Utilities August 22, 2022

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

#### **SPECIAL PROVISION**

PROJECT No.: N/A, Floyd County P.I. No.: 0015544

#### 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

								.P	age	1	of	3
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Office of Utilities August 22, 2022

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

Office of Utilities August 22, 2022

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., 10<sup>th</sup> 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 P.O. Box 1390 Address: 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 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. X 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. February 28, 2022 Brian S. Friery, Assistant Gas System Director

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.

			R 645A, & 23 CFR 140B]	
	ninary Engineering authorized	on this project by GDOT letter of	lated	
2. Plans	s and Estimate Prepared By:	(Check Applicable Party)		
X	Forces of this Company			
	Consultant: (Name			
	and Address)			
	Approval of Consultant give	ven by GDOT letter dated:	Amount:	
	Effective date of Contract,	•	Exp. Date:	
		ant Form is attached to the Consul	*	ervices.
		Preliminary Engineering and Const	= = = = = = = = = = = = = = = = = = = =	
Ш	Estimate of Engineering Se		6 6	
Total Pre	liminary Engineering Costs		\$0.00	
1 otal 1 le	minuty Engineering costs	Attach Support Documentatio		
Total Cor	nstruction Engineering Costs	much Support Bocumentatio	\$0.00	
Total Col	istraction Engineering Costs	Attach Support Documentatio		
NOTE: 1	Payment for Construction En	gineering will not be allowed for		racts
1,012, 1	. ayment for construction En	gineering will not be anowed for	work included in GDO1 Com	ucis.
Total Pre	eliminary and Construction	Engineering Costs	\$0.00	
	Way Acquisition [Section 64		40.00	
_	· -	43.111, 23 CFR 043A]		
	pplicable Section)			
X	=	ments are not required for adjustm		-
	<u>*</u>	on plans will be acquired by the Do	epartment (Separate written requ	uest must be
	furnished).			
	Replacement R/W or Ease	ments shown on the attached plans	s will be acquired by the Compa	ny.
Total Co	st of Right of Way Acquisition	on	\$0.00	
		 ation to Estimate. Include Estimate	·	
	• •	Vay or Easement Costs - See Exhib		
<b>a</b> .		•	-	
		ection 645.117, 23 CFR 645A]		
	ription of Proposed Utility Wo			
		e steel natural gas main and miscelland	eous services and purge and	
abandon al	ll existing natural gas facilities.			
B. The C	Company will perform the world	k provided for in this Estimate by t	the following method:	
	-L A 1: 1-1 - M1 - 1	ge 3 for continuation)	-	
	:K Applicable Method - see pa	,		
	ck Applicable Method - see pag	roog		
	By Company's Regular For		age graves and personnal at its	
	By Company's Regular For The Company Proposes to us	e its regular construction or maintenar	-	
	By Company's Regular For The Company Proposes to us standard schedule of wages an		-	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages as such employees.	e its regular construction or maintenar	-	
	By Company's Regular For The Company Proposes to us standard schedule of wages as such employees. By Contract	e its regular construction or maintenant nd working hours in accordance with	the terms of its Agreement with	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages as such employees. By Contract The Company does not have	e its regular construction or maintenand working hours in accordance with a accordance with a adequate staff or equipment to perform	the terms of its Agreement with  n the necessary work with its own	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages as such employees. By Contract The Company does not have a forces; therefore, the Compan	e its regular construction or maintenant and working hours in accordance with a adequate staff or equipment to perform any, subject to approval of the Departm	the terms of its Agreement with  In the necessary work with its own ent and FHWA, proposes to	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages as such employees. By Contract The Company does not have forces; therefore, the Compan contract the work covered by	e its regular construction or maintenand working hours in accordance with adequate staff or equipment to perform, subject to approval of the Department this estimate in accordance with the p	the terms of its Agreement with  m the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a),	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages as such employees. By Contract The Company does not have forces; therefore, the Compan contract the work covered by 23 CFR 645A. The items of	e its regular construction or maintenant and working hours in accordance with adequate staff or equipment to perform any, subject to approval of the Department this estimate in accordance with the powork to be accomplished by contract a	the terms of its Agreement with  m the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a), are noted in this estimate. When	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages at such employees.  By Contract The Company does not have a forces; therefore, the Company contract the work covered by 23 CFR 645A. The items of the Company elects to solicit	e its regular construction or maintenant and working hours in accordance with a adequate staff or equipment to perform the sestimate in accordance with the power to be accomplished by contract a competitive bids from a list of qualification.	the terms of its Agreement with  In the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a), are noted in this estimate. When ed contractors rather than through	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages at such employees.  By Contract The Company does not have a forces; therefore, the Compan contract the work covered by 23 CFR 645A. The items of the Company elects to solicit advertising in a publication, to	e its regular construction or maintenant and working hours in accordance with a adequate staff or equipment to performly, subject to approval of the Departmenth this estimate in accordance with the payork to be accomplished by contract a competitive bids from a list of qualified he names and addresses of these contracts.	the terms of its Agreement with  In the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a), are noted in this estimate. When ed contractors rather than through ractors so circularized shall be	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages as such employees.  By Contract  The Company does not have a forces; therefore, the Company contract the work covered by 23 CFR 645A. The items of the Company elects to solicit advertising in a publication, to noted on the estimate and furnitive Company and the company elects to solicit advertising in a publication, to noted on the estimate and furnitive Company elects.	e its regular construction or maintenant and working hours in accordance with a adequate staff or equipment to perform the sestimate in accordance with the power to be accomplished by contract a competitive bids from a list of qualification.	the terms of its Agreement with  In the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a), are noted in this estimate. When ed contractors rather than through ractors so circularized shall be of the Company's solicitation of	
(Chec	By Company's Regular For The Company Proposes to us standard schedule of wages at such employees.  By Contract  The Company does not have a forces; therefore, the Company contract the work covered by 23 CFR 645A. The items of the Company elects to solicit advertising in a publication, to noted on the estimate and furn bids.  The Department shall	e its regular construction or maintenant and working hours in accordance with a adequate staff or equipment to perform y, subject to approval of the Departmenth this estimate in accordance with the payork to be accomplished by contract a competitive bids from a list of qualification he names and addresses of these contrainished to the Department in advance of	m the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a), are noted in this estimate. When ed contractors rather than through ractors so circularized shall be of the Company's solicitation of k can began. Please provide	
(Chec	By Company's Regular Forman The Company Proposes to use standard schedule of wages are such employees.  By Contract The Company does not have a forces; therefore, the Company contract the work covered by 23 CFR 645A. The items of the Company elects to solicit advertising in a publication, to noted on the estimate and furnished.  The Department shall Company Name, Address, and	e its regular construction or maintenant and working hours in accordance with a adequate staff or equipment to perform by, subject to approval of the Department this estimate in accordance with the pwork to be accomplished by contract a competitive bids from a list of qualifies the names and addresses of these contracts are nished to the Department in advance of approve the low bidder before world Contact Person and Number below:	m the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a), are noted in this estimate. When ed contractors rather than through ractors so circularized shall be of the Company's solicitation of k can began. Please provide	
(Chec	By Company's Regular Forman The Company Proposes to use standard schedule of wages are such employees.  By Contract The Company does not have a forces; therefore, the Company contract the work covered by 23 CFR 645A. The items of the Company elects to solicit advertising in a publication, to noted on the estimate and furnished.  The Department shall Company Name, Address, and	e its regular construction or maintenant and working hours in accordance with a adequate staff or equipment to perform this estimate in accordance with the pwork to be accomplished by contract a competitive bids from a list of qualifies the names and addresses of these contrainished to the Department in advance of approve the low bidder before working the same approve the low bidder before with the partment in advance of approve the low bidder before working the same and addresses of these contracts and the same and addresses of these contracts are the same and addresses of the sam	m the necessary work with its own ent and FHWA, proposes to provisions of Section 645.115 (a), are noted in this estimate. When ed contractors rather than through ractors so circularized shall be of the Company's solicitation of k can began. Please provide	

Lindale, Georgia 30147, 770.547.4156

#### Estimate for Relocation, Removal, or Adjustment of Utility Facilities

Subject to the approval of the Department and the FHWA, the Company propose performed under which certain work as shown by the Company's estimate is regu under which the lowest available costs are developed. The name of the contracto company's estimate. Please indicate the Company Name, Address, and Contact P attach additional names to Estimate). Once the Company selects a continuing concontract has to be submitted to the Department for approval before any work.	clarly performed for the Company and by or contractors are listed in the Person and Number below (If needed, paractor, a copy of the continuing								
Effective Date of Continuing Contract	ata								
Effective Date of Continuing Contract: Expiration D  C. Detail of Construction Costs	ate.								
Labor Costs [Section 645.117, 23 CFR 645A]	\$240,725.00								
Attach Support Documentation to Estimate, Including Additives -See I	Exhibit: "A"								
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$50,670.00								
Attach Support Documentation to Estimate -See	e Exhibit: "A"								
Right-of-Way Clearing & Trimming Costs	\$0.00								
Attach Support Documentation to Estimate - Se	ee Exhibit:								
Equipment Costs [Section 645.117(f), 23 CFR 645A]	0.00								
Attach Support Documentation to Estimate - Se									
Total Construction Costs	\$291,395.00								
Total Costs of Proposed Relocation (V through VII)	\$291,395.00								
(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	ı Plant, Power Plant, Substation, et								
Accrued Depreciation Credit	\$0.00								
Attach Support Documentation to Estimate - See	Exhibit:								
B. Salvage [Section 645.117(e), 23 CFR 645A]									
eck 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:									
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 di requirement will be satisfied by the Company giving two weeks written notice to the Department confirmation of the time and place the materials will be available for inspection. This notice and it may be held accountable for full value of materials disposed of without notice. If reconshall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.	nent or oral notice followed by written is the responsibility of the Company								
Total Salvage Credit	\$0.00								

<sup>\*</sup> See Contingencies & Markups

Χ.	Total Cos	st of Reloca	tion	\$291,395.00
	(Less Cred	dits for Acc	rued Depreciation and	Salvage Value, VIII-IX)
XI.	Betterme X	Bettermen increase in Bettermen	t credit is not allowed in size in the replaced fact t credit is allowed as she	B CFR 645A] (Check Applicable Statement) In this estimate since there is to be no functional cility unless caused by proposed highway construction flown in the following comparison:  Indicate Station, Route Name, and Number)
XII.	Total Est (Item X le	*Include Estimate for Cost to Install Pro and the Cost to Install Proposed Facilities stimated Cost of Adjustments		\$0.00  Documentation to Estimate - See Exhibit: Install Proposed Facilities to Produce Current Capacity If Facilities for Increased Capacity.  \$291,395.00
XIII.		onate Shar		
AIII.	_		atement - 1, 2, or 2 & 3	")
		1. The Dep	partment will bear 100 p	percent of the cost of the adjustments.
	X	2. The Cor	mpany will participate in	n a pro rata share of the cost of adjustments (No Betterments).
	Percentag	e Split:	90.18% 9.82%	Company Participation (If 0%, insert 100% for GDOT Participation) GDOT Participation
		Total	100.00%	(Total Shall be 100%)
				lculations to Estimate - See Exhibit: 168 L.F. of 8" HP steel main
				Sta. 106+38 to Sta. 108+06 within the project construction limits. Overall gas main within the project limits is from Sta. 98+30 to Sta. 115+40.
			•	ad 11540 - 9830 = 1,710 L.F. thus 168/1,710 = 0.0982 x 100 = 9.82%
	reimbursa			7,027
			npany will participate in	n a pro rata share of the cost of the adjustments determined
		as Betterm	ents.	

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

	Items		,		Total
V.	Preliminary and Co	onstruction Engineering			\$0.00
I.	Right-of-Way Acqu			\$0.00	
л П.	<b>Construction Costs</b>		\$291,395.00		
		Relocation Work (V+VI+	VII)		\$291,395.00
ζ.		reciation and Salvage Cre		( -	\$ <b>0.00</b>
	Total Relocation W	_	uits	(	\$291,395.00
I.	Betterment Credit	OI K		( -	\$ <b>0.00</b>
I.	<b>Total Estimate of A</b>	diustments (X-XI)		( -	\$291,395.00
			ement and Insert Abov	ve Estimate Amounts from X	·
Ī		vill bear 100 percent of the			,,
	•	•	l Estimate of Adjustme		\$0.00
			(OR)		
X	2. The Company will	l Participate in a pro rata sh	are of the cost of adjusti	ments (No Betterments).	
		XII. Tota	l Estimate of Adjustme	ents	\$291,395.00
	Percentage Split (Ins	ert From Page 4)	Proportionate Share:		
	90.18%	Company Participation	\$262,780.01	Company Participation	
	9.82%	GDOT Participation	\$28,614.99	GDOT Participation	
			(OR)		
	3. The Company will	l participate in a pro rata sh	are of the cost of the adj	justments determined as Better	ments.
		X. Total l	Relocation Work		\$0.00
		XI. Bette	rment Credit		\$0.00
		XII. Tota	l Estimate of Adjustme	ents	\$0.00
	Percentage Split		Proportionate Share:		
	<b>#DIV/0!</b>	Company Participation	\$0.00	Company Participation	
	#DIV/0!	GDOT Participation	\$0.00	GDOT Participation	
			(OR)		
	Combination of 2. ar		Relocation Work		\$0.00
			rment Credit		<b>\$0.00</b>
			l Estimate of Adjustme	ents	\$0.00
	2. Percentage Spilt (				
	0.00%	Company Participation	\$0.00	Company Participation	
	0.00%	GDOT Participation	\$0.00	GDOT Participation	
	3. Plus Betterment C	Credit	Φ0.00	Camana Dayiainatian	
	2 Plus 3 Proportiona	te Share	\$0.00	Company Participation	
	# <b>DIV</b> / <b>0!</b>	Company Participation	\$0.00	Company Participation	
	#DIV/0!	GDOT Participation	\$0.00	GDOT Participation	
	#DIV/0!		\$0.00	Total	
		Arithmeti	c Extensions Checked a	and Found Correct.	
			ms Kamora		1/2022
		District U	tilities Engineer (Signat	ure)	(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.

February 28, 2022

Brian S. Friery, Assistant Gas System Director

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.

Dern FOR D.E. 3/31/2022

GDOT District Engineer 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 Right	or Permission	1	
Facility Location (Provide	Date Existing	Private Property by Deed	Public Facility by Permit	Insert	Supplemental Information
Station Number and	Facility	or Easement	or Franchise	Reimbursement	
Intersecting Streets, Roads, or				Case Number 1-	
Highways)	Instance			10 as outlined in	
ingiiways)				4.2.A.2 Manual	
8" HP steel natural gas main: Sta.	June 1953		Public Facility by Permit	+.2.71.2 Wanuar	
98+30-LT to Sta. 106+38-LT					
8" HP steel natural gas main: Sta.	June 1953	Private Property		Case VII	
106+38-LT to Sta. 108+06-LT					
8" HP steel natural gas main: Sta.	June 1953		Public Facility by Permit		
108+06-LT to Sta. 115+40-LT					
Miscellaneous services:	Unknown		Public Facility by Permit		

First Use: September 24, 2009 Revised January 9, 2015

#### **ENGINEER'S ESTIMATE**

ITEM NO.	DESCRIPTION	EST. QTY. 1	<u>UNIT</u>	ESTIMATED UNIT PRICE <sup>2</sup>	ESTIMATED TOTAL AMOUNT						
Conti	Contractor Labor										
1.	8-5/8" O.D219" 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.D322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$60.00	\$18,000.00						
3.	3/4" IPS113" 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**

ITEM NO.	DESCRIPTION	EST. QTY. 1	<u>UNIT</u>	ESTIMATED UNIT PRICE <sup>2</sup>	ESTIMATED TOTAL AMOUNT					
14.	Solid Rock Excavation	170	C.Y.	\$80.00	\$13,600.00					
	ESTIMATED	CONT	RACTO	R 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			R LABOR COST R LABOR COST	. ,					
	TOTAL ESTIMATED	CONT	RACTO	R LABOR COST	\$240,725.00					
Material Cost (Material provided by the Owner)										
1.	8-5/8" O.D219" 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.D322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$27.00	\$8,100.00					
3.	3/4" IPS113" 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>					
		ESTIM	\$50,670.00							

February 24, 2021

#### **ENGINEER'S ESTIMATE**

ITEM EST. ESTIMATED ESTIMATED NO. DESCRIPTION QTY. 1 UNIT UNIT PRICE TOTAL AMOUNT

TOTAL ESTIMATED CONTRACTOR LABOR COST \$240,725.00

TOTAL ESTIMATED RELOCATION COST \$291,395.00

<sup>&</sup>lt;sup>1</sup> 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.



DOT FORM 8413 M



Created: March 2, 2007 Revised: June 12,2019

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

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

- 1. That the Affiant has been employed by <u>City of Cartersville Gas System</u> (Utility) for more than <u>Fifteen (15)</u> years and is presently the <u>System Engineer</u> 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 <u>or about June 1953</u>. The facilities are required to be moved due to highway construction by the Georgia Department of Transportation (GDOT) under Project No. /PI <u>S.R.</u> 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'	M14089-Johnstone	
	LT	M14081-McAbee	

DOT FORM 8413 M



Created: March 2, 2007 Revised: June 12,2019

## 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 <u>Sixty-Eight (68)</u> 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 ("TREX"), 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]

DOT FORM 8413 M



Created: March 2, 2007 Revised: June 12,2019

## 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

Notary Public

A S BROWN AND TARY OF STATE OF

Utility Official - signature

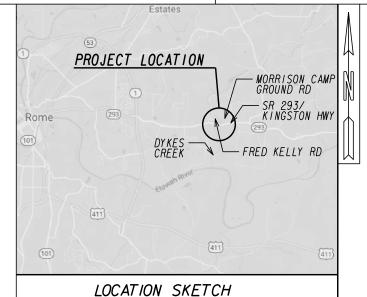
Brian S. Friery

Utility Official – name (print)

City of Cartersville Gas System Engineer

Utility Official – title (print)

P. I. No.



# 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

NON-BUFFERED

STATE WATER A

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

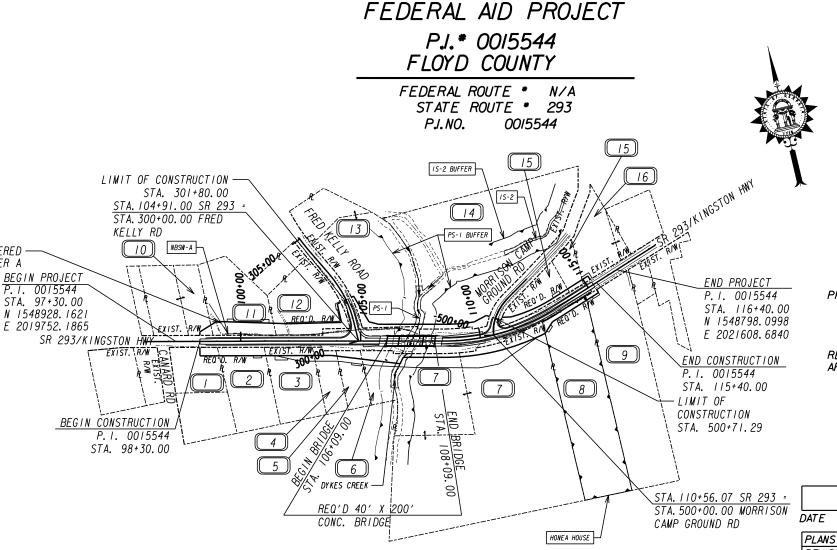
THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE.AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988

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

## 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



**Kimley** » Horn

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

SCALE IN FEET
0 200 400 800

NUIL:
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 HERE

PREPARED BY:

GARY T. NEWTON, P.E.
KIMLEY- HORN AND ASSOCIATES, INC.

RECOMMENDED FOR APPROVAL BY:

STATE PROGRAM DELIVERY ADMINISTRATOR

ATE	CHIEF	ENGINEER		
PLANS COMPLETED				
REVISIONS				
	_	-		

01-0001

DRAWING No

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.

