



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 23, 2024

Honorable Mayor David Still
Mayor
City of Lawrenceville
70 S Clayton Street
P.O. Box 2200
Lawrenceville, Georgia 30046

Subject: **Project No. N/A, Gwinnett County**
P.I. No. 0013893
Actual Cost Agreement Undated – Natural Gas Facilities

Dear Honorable Mayor Still:

Attached is an electronic counterpart of an undated Actual Cost Utility Agreement between **the City of Lawrenceville** and the Georgia Department of Transportation supported by an estimate for **\$471,547.50** of which the Department will bear **\$471,547.50** or **100%** and the City of Lawrenceville shall bear **0%** or **\$0.00**. The Agreement covers the adjustment of the City of Lawrenceville's 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 Lawrenceville 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 6 of the Agreement. The Official Seal of the City of Lawrenceville 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 Lawrenceville'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.

Honorable Mayor David Still
Project No. N/A, Gwinnett County
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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.

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

Attachments

cc: Jason Dykes, P.E., District 1 Engineer
Yulonda Pride-Foster, District 1 Utilities Manager
Bridget Thomas, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utility Coordinator

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

GEORGIA PROJECT No.: N/A, Gwinnett County
G.D.O.T. P.I. No.: 0013893

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

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to construct a new, grade separated tight urban diamond interchange (TUDI) on State Route 316 from east of Collins Hill Road to west of Cedars Road in Gwinnett 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 **\$471,547.50** prepared by the LOCAL AGENCY, attached hereto and made a part of this Agreement. The DEPARTMENT shall bear **\$471,547.50** or **100.00%** and the LOCAL AGENCY will bear **\$0.00** or **0.00%**; 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.

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ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

2. The LOCAL AGENCY hereby relinquishes its existing easement rights on 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, iron and manufactured products furnished for permanent incorporation into the work on this project shall occur in the United States. The only exceptions to this requirement are (i) the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country and, (ii) manufactured products that do not include steel and iron components. 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

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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.

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

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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 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

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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.

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 LAWRENCEVILLE

BY: _____
MAYOR

Signed on behalf the CITY OF LAWRENCEVILLE pursuant to resolution dated _____.

FEIN _____

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

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT No.: N/A
COUNTY: Gwinnett
P.I. No.: 0013893
DATE: September 22, 2024

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 LAWRENCEVILLE

BE IT RESOLVED by the Mayor and City Council of the CITY OF LAWRENCEVILLE and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, GWINNETT COUNTY, P.I. No. 0013893 to construct a new, grade separated tight urban diamond interchange (TUDI) on State Route 316 from east of Collins Hill Road to west of Cedars Road in Gwinnett County and that Mr. David Still as Mayor of the City of Lawrenceville and _____, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor and City Council of the City of Lawrenceville.

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF LAWRENCVILLE

I _____, 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 and City Council of the CITY OF LAWRENCVILLE. 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, _____

(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. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD IN GWINNETT 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 _____
(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, _____

(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. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD IN GWINNETT 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 _____
(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 LAWRENCEVILLE
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

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

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

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

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

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

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

I. Company: City of Lawrenceville

Address: 435 West Pike Street PO Box 2200 Lawrenceville, Ga 30046

*Estimate Prepared By: Keck & Wood, Inc.

II. Project #: 0013893 County: Gwinnett

PI #: 0013893

III. Georgia Department of Transportation (GDOT) Project Description:
The project consists of the proposed grade separation improvements of SR 316 from Collins Hill Road to Cedars Road. Existing 8" HP steel gas main, 6" steel gas main, regulator station and associated appurtenances located within an existing property owned by City of Lawrenceville.

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.

David R. Still

8/28/2024

David Still, Mayor

Name and Title of Authorized Company Representative

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.

Estimate for Relocation, Removal, or Adjustment of Utility Facilities

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 Keck & Wood, Inc.
and Address) 3090 Premere Parkway, Suite 200 Duluth, GA 30097

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:

N/A

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

A. Description of Proposed Utility Work:

The City of Lawrenceville will be relocating natural gas mains and a regulator station due to the widening of Hi Hope Road and the construction of Reynolds Road. Approximately 480LF of 8-inch high pressure steel main, 280 LF of 6-inch high pressure steel gas main, 160 LF of 6-inch PE gas main, and associated appurtenances will be relocated in order to facilitate the relocation of the regulator station due to the roadway widening improvements.

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:

Harrison & Harrison, Inc	D. Lance Souther, Inc.	Quality Welding & Fabrication	Southern Pipeline, Inc.
Jamey Harrison	D. Lance Souther	Wendell Leet	Tony Pittman
P.O. Box 5635	P.O. Box 6538	100 Auburn Park Drive, Suite A	P.O. Box 98
Athens, Ga 30604	Macon, Ga 31032	Conyers, Ga 30013	Winder, Ga 30680
706-207-8791	478-951-1894	678-225-4877	678-414-7491

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.**

Effective Date of Continuing Contract: _____ Expiration Date: _____

C. Detail of Construction Costs

Labor Costs [Section 645.117, 23 CFR 645A]	\$0.00
<i>Attach Support Documentation to Estimate, Including Additives - See Exhibit:</i>	
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$471,547.50
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	A
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	\$471,547.50

VIII. **Total Costs of Proposed Relocation (V through VII)** **\$471,547.50**

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.)

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:
contractor will be responsible for the removal and disposal of existing facilities to be removed and replaced.

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 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

Estimate for Relocation, Removal, or Adjustment of Utility Facilities

X. **Total Cost of Relocation** **\$471,547.50**
(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** **\$471,547.50**
(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: Company Participation (If 0%, insert 100% for GDOT Participation)
GDOT Participation
 Total 0.00% *(Total Shall be 100%)*

Attach Support Documentation/Detailed Calculations to Estimate - See Exhibit:

- 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	\$471,547.50
VIII. Total for Proposed Relocation Work (V+VI+VII)	\$471,547.50
IX. Total Accrued Depreciation and Salvage Credits	(-) \$0.00
X. Total Relocation Work	\$471,547.50
XI. Betterment Credit	(-) \$0.00
XII. Total Estimate of Adjustments (X-XI)	\$471,547.50

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 \$471,547.50

(OR)

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

XII. Total Estimate of Adjustments

Percentage Split (Insert From Page 4)

Proportionate Share:

0.00% Company Participation _____ Company Participation

0.00% GDOT Participation _____ 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:

0.00% Company Participation **\$0.00** Company Participation

0.00% 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 Split (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! Total

Arithmetic Extensions Checked and Found Correct.

Yulonda Pride-Foster

District Utilities Engineer (Signature)

(Date)

Digitally signed by Yulonda Pride-Foster
DN: c=US, E=ypride@dot.ga.gov, O=Georgia Department of Transportation, OU=District
Utilities, CN=Yulonda Pride-Foster
Reason: I am approving this document
Date: 2024.08.28 12:42:44-04'00'

Certificate of Eligibility for Utility Reimbursement

Company Name: City of Lawrenceville
GDOT Project No: 0013893
GDOT PI No: 0013893
County: Gwinnett

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)

Date Existing Facility was installed by Utility Owner

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.

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)

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

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.

David R. Still

8/28/2024

David Still, Mayor

Name and Title of Authorized Company Representative

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.

Yubonda Pride-Foster

For Jason Dykes P.E.

08/28/2024

GDOT District Engineer

Date

**Certificate of Eligibility for Utility Reimbursement
Facility Detail Summary**

Company Name:
Georgia Project No:
Georgia PI No:
County:



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		
Hi Hope Road Station 22+00 / Reynolds Rd Station 64+25 to Station 67+00	Approximately 1970	Private Property by Deed		1	Existing 8" HP steel gas main, 6" steel gas main, regulator station and associated appurtenances located within an existing property owned by City of Lawrenceville.

REQUIRED FORMAT FOR PRESENTING ENGINEERING FEES - BILLING

PRELIMINARY ENGINEERING				HOURS		AMOUNT		Approved Estimate
CLASSIFICATION	Bare Labor (per hr.)	Overhead (per hr.)	Total Rate	This Bill	TOTAL TO DATE	This Bill	TOTAL TO DATE	
Design Engineer			\$ -			\$ -	\$ -	
CADD Operator			\$ -			\$ -	\$ -	
Survey Chief			\$ -			\$ -	\$ -	
Laborer			\$ -			\$ -	\$ -	
Other (Specify)			\$ -			\$ -	\$ -	
COST OF LABOR						\$ -	\$ -	
INCIDENTALS								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
COST OF INCIDENTALS						\$ -	\$ -	
*FIXED FEE(PROFIT)								
TOTAL PRELIMINARY ENGINEERING						\$ -	\$ -	\$ -

CONSTRUCTION ENGINEERING				HOURS		AMOUNT		Approved Estimate
CLASSIFICATION	Bare Labor (per hr.)	Overhead (per hr.)	Total Rate	This Bill	TOTAL TO DATE	This Bill	TOTAL TO DATE	
Engineer								
Inspector			\$ -			\$ -	\$ -	
Survey Chief			\$ -			\$ -	\$ -	
Laborer			\$ -			\$ -	\$ -	
Other (Specify)			\$ -			\$ -	\$ -	
COST OF LABOR						\$ -	\$ -	
INCIDENTALS								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
COST OF INCIDENTALS						\$ -	\$ -	
*FIXED FEE(PROFIT)								
TOTAL CONSTRUCTION ENGINEERING						\$ -	\$ -	\$ -

TOTAL PRELIMINARY AND CONSTRUCTION ENGINEERING	Estimated		
	\$ -	\$ -	\$ -

* If the scope of work changes, a revised estimate will be required and the FIXED FEE may be renegotiated.

Certificate of Consultant

I hereby certify that I am the Vice President representative of the firm of Keck & Wood, Inc., and that except as expressly stated and described herein, neither I nor the firm of Keck & Wood, Inc. has, in connection with its contract with City of Lawrenceville, entered into pursuant to provisions of an agreement between the (Name of Utility) aforementioned utility and the State of Georgia, as a part of Federal-aid project 0013893.

- (A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or
- (B) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or
- (C) paid, or agreed to pay, to any firm, company organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and Explanation of exception, if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation in connection with the aforementioned project involving participation of Federal-aid Highway funds, and is subject to applicable State and federal laws, both criminal and civil.

04-30-2024
Date


Signature

Guidelines for Completing the Estimate for Relocation, Removal, or Adjustment of Utility Facilities

The Utility Agreement Cost Estimate (Estimate), formerly known as the 10 Page Estimate, has been revised to accommodate current practices of Utility Companies use of attachments and exhibits to support the estimate categories and overall totals. The Estimate has been streamlined by requiring the Company to insert the final estimate amounts for the major categories of the work such as Engineering, Right-of-Way, Construction, Salvage and Depreciation, Betterment, and Proportionate Share. The Company will need to provide documentation ("Exhibits") to support the estimate categories. The Estimate no longer has separate tables under the major categories for the Company to complete. The Company's exhibits (or attachments) will take the place of the tables in the previous Estimate versions.

The Company should insert data into all of the applicable orange shaded fields.

The Company should note all exhibits/attachments in the Estimate with the appropriate designation (Example – Exhibit A, Exhibit B, etc.).

Page 3:

The Company will need to provide a copy of the Continuing Contract for the contractor selected to complete the relocation work.

Page 4:

For Item XIII, the Company shall check the appropriate statement:

Either the Department will participate at 100%, or...

The Company and the Department will share in the costs with no betterments, or...

The Company and the Department will share in the costs with the Company funding betterments, or...,

The Company and the Department will share in the costs with the Company funding betterments and non-betterments.

Page 5:

Items V through XII will calculate or populate automatically. However, as stated above, the Company will need to check the appropriate statements as applicable to the specific estimate and project. In addition, the Company will need to complete the section by inserting the numbers calculated/populated at the top of the page into the applicable section and shaded fields. Depending on which statement is selected, the Company will also need to insert the participation percentages from Page 4.

Remember, if the section or field is shaded, input, if applicable to the section or item, is required from the Company.

To promote accuracy and consistency, the Office of Utilities at the Georgia Department of Transportation (GDOT) is providing clarification for Contingencies and Markups when preparing the estimates for utilities relocation work. Please note that GDOT's Estimate for Relocation, Removal, or Adjustment of Facilities conveniently refers to the corresponding Federal Regulations listed below.

CONTINGENCIES:

Contingencies cost are generally unallowable except in some cases as outlined in the Federal Acquisition Regulation (FAR) 31.205-7(c) (2). See link below and attachment for excerpt.

<https://www.acquisition.gov/far/31.205-7?searchTerms=31.205-7>

MARKUPS:

The 23 CFR, Part 645, Subpart A, Section 645.117 "Cost development and reimbursement" explains in detail what costs are allowable. See link below and attachment for excerpt.

<http://www.fhwa.dot.gov/legsregs/directives/fapg/cfr0645a.htm>

23 CFR, Part 645, Subpart A, Section 645.117 allows for the **utility** to bill direct labor and additives such as labor surcharge (cost of benefits) and overhead. These additives can be billed as a percentage of cost. The regulation also requires the **utility** to provide documentation of the rate(s) charged, the components of the rate(s), and the basis of the allocation (the cost to rate(s) were applied to) of the each additive. Any additional additives to the direct labor other than the above, is not allowed.

For Material and supply costs, the "Handling Cost" can be shown as an actual cost or as a percentage in lieu of the actual or average cost (refer to Sec. 645.117 (e) (4)).

KECK & WOOD, INC.
3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097
(678) 417-4000

DATE 8/23/2023

EXHIBIT A

ENGINEER'S PRELIMINARY PROBABLE COST OF CONSTRUCTION

GAS FACILITIES RELOCATION
SR 316 AT HI HOPE ROAD, GDOT PI #0013893
FOR
CITY OF LAWRENCEVILLE, GEORGIA

SUMMARY OF GAS QUANTITIES (REGULATOR STATION RELOCATION) - GDOT PARTICIPATION

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	EST. UNIT PRICE	EST. COST
1	Regulator Station	1	Each	\$189,847.50	\$189,847.50
2	Polyethylene Gas Main, 6-inch, by Open Trench	160	Linear Foot	\$90.00	\$14,400.00
3	6" Polyethylene Gas Line Valve	1	Each	\$3,000.00	\$3,000.00
4	Steel Gas Main, 6-inch, by Open Trench	280	Linear Foot	\$110.00	\$30,800.00
5	6" Steel Gas Line Valve	2	Each	\$15,000.00	\$30,000.00
6	Connect to Existing 6" Steel Gas Main w/ LTPF	2	Each	\$12,000.00	\$24,000.00
7	Cut and Cap Existing 6" Steel Gas Main	2	Each	\$5,000.00	\$10,000.00
8	Steel Gas Main, 8-inch, by Open Trench	480	Linear Foot	\$125.00	\$60,000.00
9	8" Steel Gas Line Valve	3	Each	\$16,000.00	\$48,000.00
10	Connect to Existing 8" Steel Gas Main w/ LTPF	1	Each	\$30,000.00	\$30,000.00
11	Cut and Cap Existing 8" Steel Gas Main	1	Each	\$12,500.00	\$12,500.00
12	Untrenched Installation: 6-inch Gas Main	50	Linear Foot	\$350.00	\$17,500.00
13	Temporary Erosion & Sediment Control	1	Lump Sum	\$1,500.00	\$1,500.00
ESTIMATED CONSTRUCTION COST:					\$471,547.50