



# Option for Right of Way

GEORGIA, Gwinnett COUNTY

P.I.#: 0013893

PARCEL: 27/28

Received of The Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

**\$435,500.00**

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of ~~\$118,800.00~~ when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Grade Separated Interchange on SR 316 at Hi Hope Road, being Parcel consisting of 0.648 acres in fee on Georgia Highway Project Identification (P.I.) Number 0013893.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

~~It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.~~

~~The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.~~

### SPECIAL PROVISIONS (Realty Items ONLY)

~~Grantor may retain title to the main improvement for sum of \$ (40% of improvement value) which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:~~

- ~~1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.~~
- ~~2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of Gwinnett harmless as to any claim in connection therewith.~~
- ~~3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.~~
- ~~4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A (20% of improvement value) which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.~~

~~Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. I (We) do (do not) elect to retain improvements as set out in this Special Provision.~~

### OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of \$ N/A. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of \$ 20% per item will be withheld. This amount will be returned upon satisfactory replacement or removal of N/A.

This Offer includes a Trade Fixture payment of \$ N/A for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of \$ 20% per item will be withheld. This amount will be returned upon satisfactory removal of items.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification (P.I.) Number 0013893.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$ N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A. I (We) do (do not) elect to execute and deliver Parcel N/A deed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
(L.S.)

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Notary Public

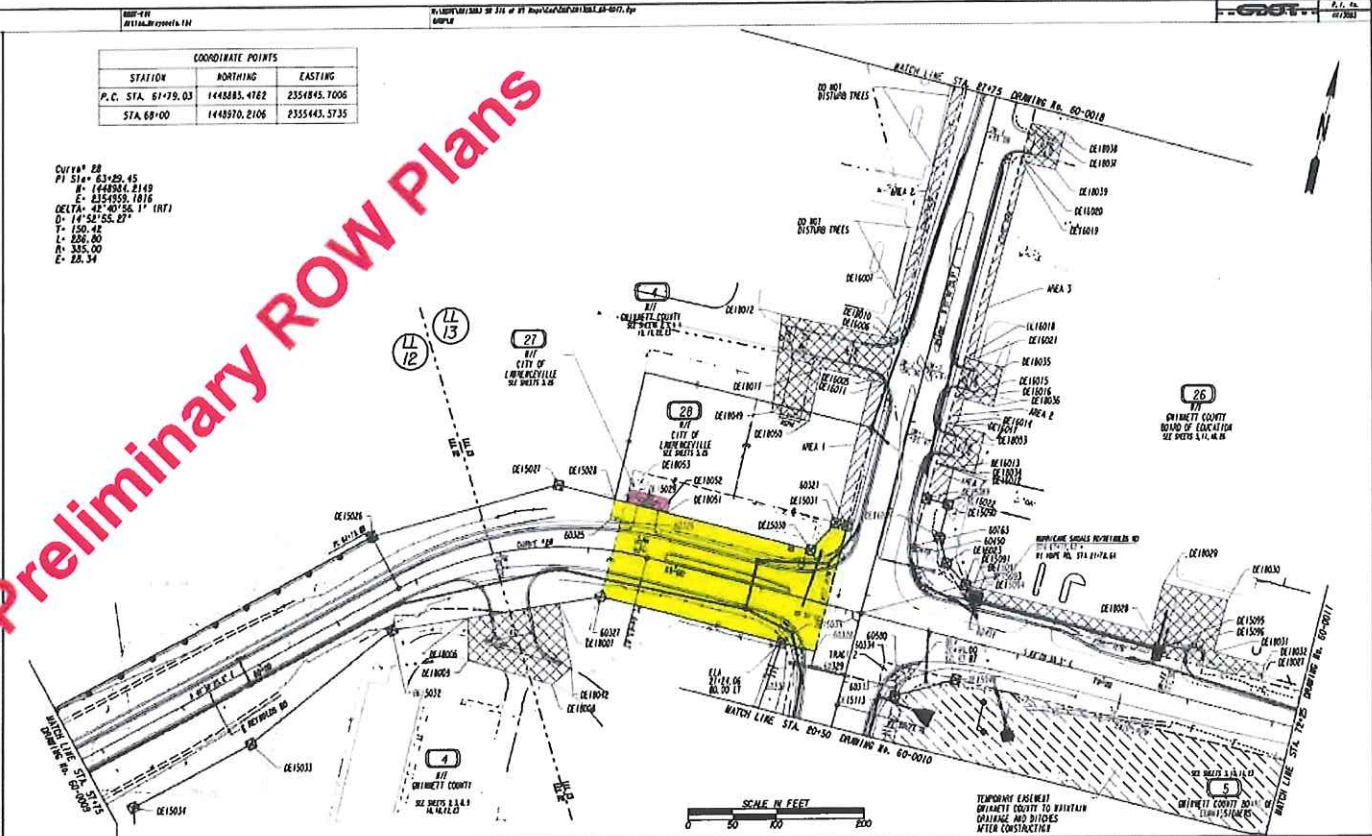
ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
District Right of Way Team Manager (Date)

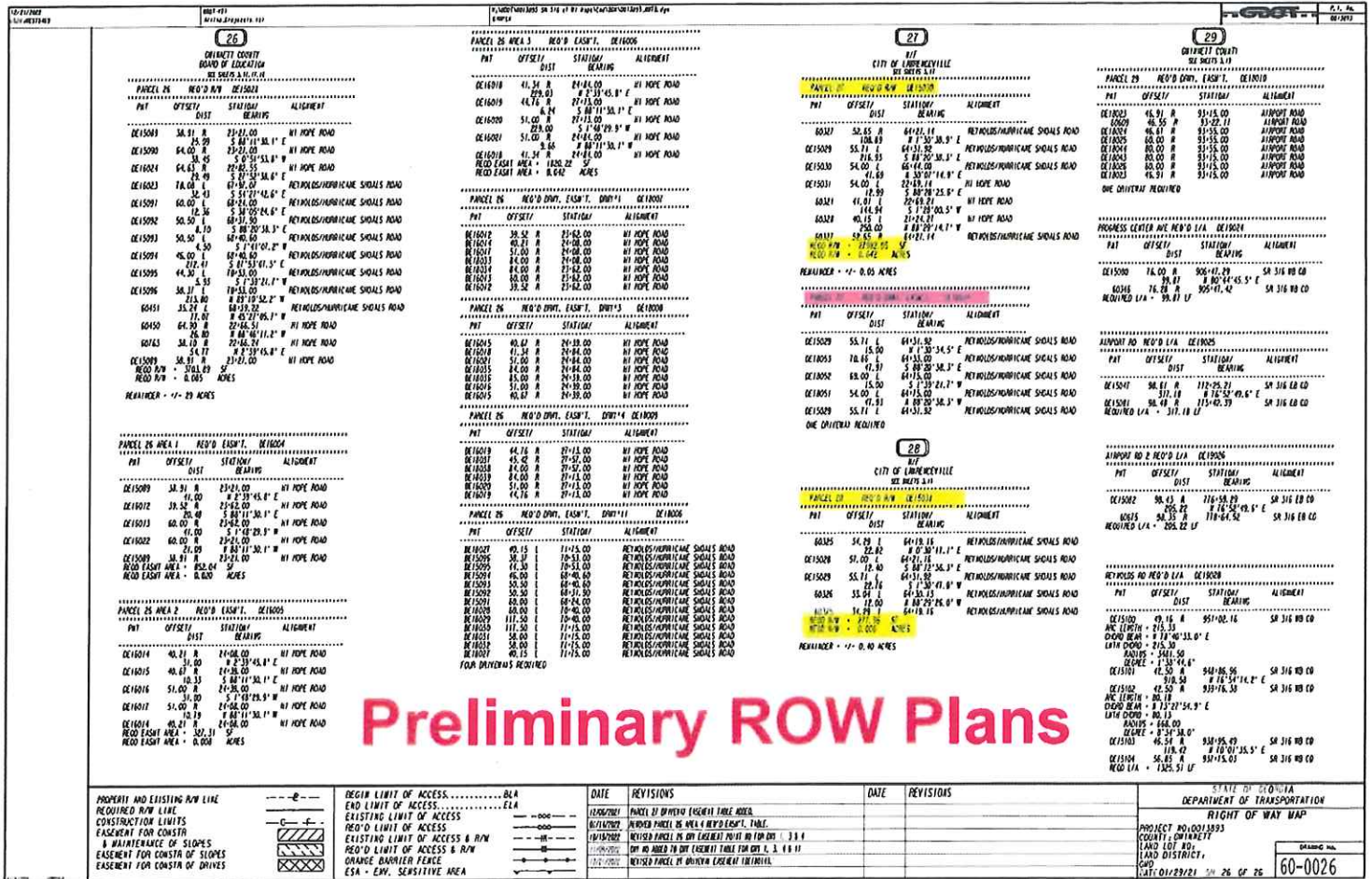
Preliminary ROW Plans

COORDINATE POINTS		
STATION	NORTHING	EASTING
P.C. STA. 61+79.03	1448885.4162	2354845.7006
STA. 69+00	1448970.2106	2355443.5735

CURVE # 28  
 PI STA = 63+29.45  
 R = 144888.2149  
 E = 2354859.1016  
 DELTA = 42° 40' 56.1" (INT)  
 C = 14' 52" 55.27"  
 T = 150.42  
 L = 206.00  
 M = 355.00  
 E = 28.34

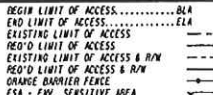


PROPERTY AND EXISTING ROW LINE REQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF DRAINS EASEMENT FOR CONSTR OF DRAINS		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQUIRED LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & ROW REQUIRED LIMIT OF ACCESS & ROW ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	DATE REVISIONS 12/10/2011 REVISED PARCEL 4 BARRIER EASEMENT, ADDED UTILITY EASEMENT TO PARCEL 27	DATE REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO. 0013893 COUNTY: CRISP LAND LOT NO. 12, 13 LAND DISTRICT: 7 S&D 407 14-01152721 SH 17 OF 21
			DATE REVISIONS 02/10/2012 REVISED PARCEL 5 AND EASEMENT POINT ON PARCELS 1, 2 & 4 05/20/2013 REVISED PARCEL 5 BARRIER EASEMENT, REMOVED LA FROM EXIST. ROW, ADDED TEMP. EASEM. 06/11/2013 ADDED BLA LABEL ON PARCEL 5 FROM REVISION FOR SHIP ON-ROAD TO BEHIND.	DATE REVISIONS 	



# Preliminary ROW Plans

PROPERTY AND EXISTING ROW LINE  
 REQUIRED ROW LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTRUCTION  
 MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTRUCTION OF SLOPES  
 EASEMENT FOR CONSTRUCTION OF DITCHES



DATE	REVISIONS
12/26/2011	PARCEL 26 BY OTHER ENGINEER TABLE ADDED
12/27/2011	ADDED PARCEL 26 AREA 1 ROW LINE TO PLAN
1/10/2012	REVISED PARCEL 26 POINTS TO BE USED FOR ROW L. 1, 4 & 11
1/23/2012	REVISED PARCEL 26 POINTS TO BE USED FOR ROW L. 1, 4 & 11

DATE	REVISIONS
12/26/2011	PARCEL 26 BY OTHER ENGINEER TABLE ADDED
12/27/2011	ADDED PARCEL 26 AREA 1 ROW LINE TO PLAN
1/10/2012	REVISED PARCEL 26 POINTS TO BE USED FOR ROW L. 1, 4 & 11
1/23/2012	REVISED PARCEL 26 POINTS TO BE USED FOR ROW L. 1, 4 & 11

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY MAP  
 PROJECT NO. 0011893  
 COUNTY: DEWITT  
 LAND LOT NO.:  
 TOWNSHIP:  
 RANGE:  
 DATE: 01/23/2012 11:26:07 AM

60-0026

## **EXHIBIT "B"**

### **ADDENDUM TO OPTION FOR RIGHT OF WAY**

PROJECT: GRADE SEPERATED INTERCHANGE ON SR 316 AT HI HOPE ROAD

GWINNETT COUNTY

P.I.#: 0013893 – PARCELS 27 & 28

1. Grantor City of Lawrenceville (the City”) and Grantee Georgia Department of Transportation (“GDOT”) expressly agree that the City will be entitled to the reasonable reimbursement for the costs of the relocation of the natural gas mains and a regulator station currently located on the subject property, due to the Grade Separated Interchange Improvement project (P.I.# 0013893), pursuant to GDOT and Federal policies and guidelines.
2. The parties generally anticipate that approximately 480 LF 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. The parties recognize that the particulars described in this paragraph may change to some degree during the relocation process.
3. Attached hereto as Exhibit “C”, and incorporated herein, is a true and correct copy of the “Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transport Construction”, which has been approved by the City and GDOT and shall serve as the basis of a good faith estimate of costs for reimbursement. Grantor and Grantee acknowledge that this reimbursement will occur through a separate Utility Agreement and will not be paid as a part of the Right of Way negotiations or closing.
4. The terms of the Addendum shall survive the consummation of the transaction contemplated by the Option and shall not merge with the closing documents.

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 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:* [REDACTED]

**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>	
<b>Total Construction Costs</b>	<b>\$471,547.50</b>

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
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	

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
<b>Total Accrued Depreciation and Salvage Credit</b>	<b>\$0.00</b>

\* 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:

<b>0.00%</b>	Company Participation		Company Participation
<b>0.00%</b>	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:

<b>0.00%</b>	Company Participation	<b>\$0.00</b>	Company Participation
<b>0.00%</b>	GDOT Participation	<b>\$0.00</b>	GDOT Participation

(OR)

Combination of 2. and 3.

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

**XI. Betterment Credit** \$0.00

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

2. Percentage Spilt (Insert From Page 4)

<b>0.00%</b>	Company Participation	<b>\$0.00</b>	Company Participation
<b>0.00%</b>	GDOT Participation	<b>\$0.00</b>	GDOT Participation

3. Plus Betterment Credit

**\$0.00** Company Participation

2 Plus 3 Proportionate Share

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

*Arithmetic Extensions Checked and Found Correct.*

District Utilities Engineer (Signature)

(Date)

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 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.

GDOT District Engineer Date



**REQUIRED FORMAT FOR PRESENTING ENGINEERING FEES - BILLING**

<b>PRELIMINARY ENGINEERING</b>				<b>HOURS</b>		<b>AMOUNT</b>		<b>Approved Estimate</b>
<b>CLASSIFICATION</b>	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)			\$ -			\$ -	\$ -	
<b>COST OF LABOR</b>						\$ -	\$ -	
<b>INCIDENTALS</b>								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
<b>COST OF INCIDENTALS</b>						\$ -	\$ -	
<b>*FIXED FEE(PROFIT)</b>								
<b>TOTAL PRELIMINARY ENGINEERING</b>						\$ -	\$ -	\$ -

<b>CONSTRUCTION ENGINEERING</b>				<b>HOURS</b>		<b>AMOUNT</b>		<b>Approved Estimate</b>
<b>CLASSIFICATION</b>	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)			\$ -			\$ -	\$ -	
<b>COST OF LABOR</b>						\$ -	\$ -	
<b>INCIDENTALS</b>								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
<b>COST OF INCIDENTALS</b>						\$ -	\$ -	
<b>*FIXED FEE(PROFIT)</b>								
<b>TOTAL CONSTRUCTION ENGINEERING</b>						\$ -	\$ -	\$ -

<b>TOTAL PRELIMINARY AND CONSTRUCTION ENGINEERING</b>	<b>Estimated</b>		
	\$ -	\$ -	\$ -

\* 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.

\_\_\_\_\_  
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
<b>ESTIMATED CONSTRUCTION COST:</b>					<b>\$471,547.50</b>