



**GEORGIA DEPARTMENT OF TRANSPORTATION**

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

May 14, 2012

Mr. Mark Tilden  
Georgia Power Company  
Bin 10142  
241 Ralph McGill Boulevard NE  
Atlanta, GA 30308-3374

**SUBJECT:** STP00-2688-00 (004), Hall County  
P.I. 170735-, Call No. 19  
SR 347/LANIER ISLAND PKWY FROM I-985 TO CR 1293/MCEVER RD  
PH 1  
Actual Cost Agreement Authorization –Electric Distribution Facilities

Dear Mr. Tilden,

C.W. Matthews Contracting., Inc., as contractor for the Department of Transportation, was awarded a contract on Friday, May 4, 2012 to proceed with the proposed construction on the above numbered project.

Attached is an executed counterpart of the Actual Cost Utility Agreement dated Tuesday, April 10, 2012 supported by your estimate for \$446,782.00 of which the Department will bear \$335,667.32 or 75.13 % and Georgia Power Company will bear \$111,114.68 or 24.87%. You are hereby authorized to proceed with the necessary adjustment of your Electric facilities to accommodate the above noted project as provided in the estimate and plans supporting the Agreement.

Before you initiate any utility adjustment work under this authorization, it will be necessary for you to arrange with Matthew Needham, Area Engineer, under Bayne Smith, District Engineer, for the required inspection of your work. Matthew Needham can be reached by telephone at 770-535-5759 or email [mneedham@dot.ga.gov](mailto:mneedham@dot.ga.gov) or by mail addressed to 2594 Gillsville Highway, Gainesville, GA 30507. Failure to notify the Area Engineer will jeopardize payment on reimbursable work. Any work performed without notification that cannot be verified may be cited as an exception and deducted from your bills. Therefore, we recommend that communication with the Area Engineer begin immediately and continue until the work cover by this agreement is complete and accepted and the final invoice has been submitted to the Department.

At any time during the course of the relocation or adjustment work, when it becomes apparent that substantial change in plans or quantities will be required, or that the cost of the work will exceed the amount of the agreement, you are to contact the Area Engineer or the District Utilities Engineer for approval prior to proceeding with any work that will cause an increase in the agreement amount. Work performed by a third party, other than those listed in the approved estimate, will require Department approval prior to performing work.

When your work is completed, you should furnish two (2) signed originals of your final bill directly to the Georgia Department of Transportation, Office of Utilities 10th floor, One Georgia Center, 600 West Peachtree St, NW, Atlanta Georgia 30308. Your bill for the cost of utility adjustment work should be submitted with reference to the above project, P.I. number and contract number. If provided for in the agreement, progress invoices in the amount of \$1,000.00 or greater may be submitted monthly for consideration of payment. For more information about billing and what information is required, please see our billing and payment guidelines located at the following link: <http://www.dot.ga.gov/doingbusiness/utilities/Documents/BillingAndPaymentGuidelines.pdf>

STP00-2688-00 (004), Hall County  
P. I. # 170735, Call No. 19  
Actual Cost Agreement Authorization – Electric Distribution Facilities

Page 2

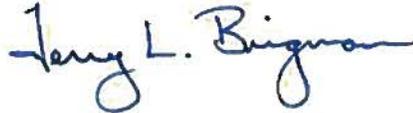
Direct questions and inquiries about billing and payment guidelines should be made to Mr. Thomas Parker, State Utilities Construction Engineer at 404-347-0604 or by email at [tparker@dot.ga.gov](mailto:tparker@dot.ga.gov).

It shall be your responsibility to plan with the Department's contractor a schedule of operations that clearly sets forth at which stage of the contractor's operations you will be required to complete your work

You may contact Terry Brigman, Assistant State Utilities Engineer, if further information is needed at 404-631-1378 or by mail addressed to Georgia Department of Transportation, Office of Utilities 10th floor, One Georgia Center, 600 West Peachtree St, NW, Atlanta Georgia 30308 or by e-mail at [tbrigman@dot.ga.gov](mailto:tbrigman@dot.ga.gov).

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Very truly yours,



Terry Brigman  
Assistant State Utilities Engineer

For: Jeff Baker, P.E.  
State Utilities Engineer

JB: AM

Attachments (Agreement, estimate, and plans)

cc: Office of Utilities – original agreement  
General Files  
Bayne Smith District Engineer, Gainesville, Georgia  
Attn: Michelle Ramey, District Contracts Manager  
Attn: Allen Ferguson, Utilities Engineer, Gainesville, Georgia  
Matthew Needham, Area Engineer, Gainesville, Georgia  
Angela Robinson, State Financial Management Administrator  
Attn.: Wanda Fuller – agreement only  
Attn.: Windy Bickers – letter only  
Marc Mastronardi, State Construction Engineer – letter only

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT

GDOT Contract ID No.: CS00UUTL120304

ACTUAL COST UTILITY AGREEMENT – Electric Distribution Facilities

GEORGIA PROJECT No.: STP00-2688-00(004), Hall County

G.D.O.T. P.I. No.: 170735-

THIS AGREEMENT, made this April 10<sup>th</sup>, 2012,  
by and between the Department of Transportation, an agency of the State of Georgia, hereinafter  
called the DEPARTMENT, first party, and Georgia Power Company, Inc., hereinafter called the  
COMPANY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to  
widen State Route 347 from I-985 to McEver Road in Hall 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 electric distribution facilities of the COMPANY in  
accordance with the detailed cost estimate for \$446,782.00 prepared by the COMPANY, attached  
hereto and made a part of this Agreement. The DEPARTMENT shall bear \$335,667.32 or  
75.13% and Georgia Power Company will bear \$111,114.68 or 24.87%; and

WHEREAS, said construction being the location and improvement of said road  
and the COMPANY 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 COMPANY 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 COMPANY of the new project designation.  
Such change in project designation shall have no effect whatsoever on any of the other terms of  
this Agreement.

## STANDARD UTILITY AGREEMENT

### ACTUAL COST UTILITY AGREEMENT – Electric Distribution Facilities

2. The COMPANY 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 COMPANY 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 COMPANY, 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 COMPANY 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 COMPANY 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. The COMPANY may submit to the DEPARTMENT monthly bills for the eligible cost of the work as done by the COMPANY during the current month and will submit one final and complete billing of all eligible costs when the work has been completed. If the total amount billed under this Agreement exceeds eighty percent of the amount of the Agreement (including any approved change orders), the progress bill must include an itemized statement of charges. Said bills shall be prepared on the basis of the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B.

5. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the COMPANY 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 COMPANY pertaining to this project and will bill the COMPANY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the COMPANY of that fact in writing. If the COMPANY 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 COMPANY on any then-current agreement between the COMPANY and the DEPARTMENT. For audit purposes, the cost records and accounts of the COMPANY pertaining to this project shall be made available to the representatives of the DEPARTMENT or

## STANDARD UTILITY AGREEMENT

### ACTUAL COST UTILITY AGREEMENT – Electric Distribution Facilities

the Federal Highway Administration at the General Office of the COMPANY 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 COMPANY.

6. The COMPANY 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 COMPANY 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 COMPANY shall be required or that an increase in cost anticipated will be incurred by the COMPANY, 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 COMPANY by the DEPARTMENT before the COMPANY is authorized to proceed with the work to be performed by the COMPANY 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 COMPANY 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 COMPANY covered by the detailed cost estimate shall be borne by the COMPANY and the DEPARTMENT on the percentage basis indicated in said estimate.

10. The COMPANY 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.

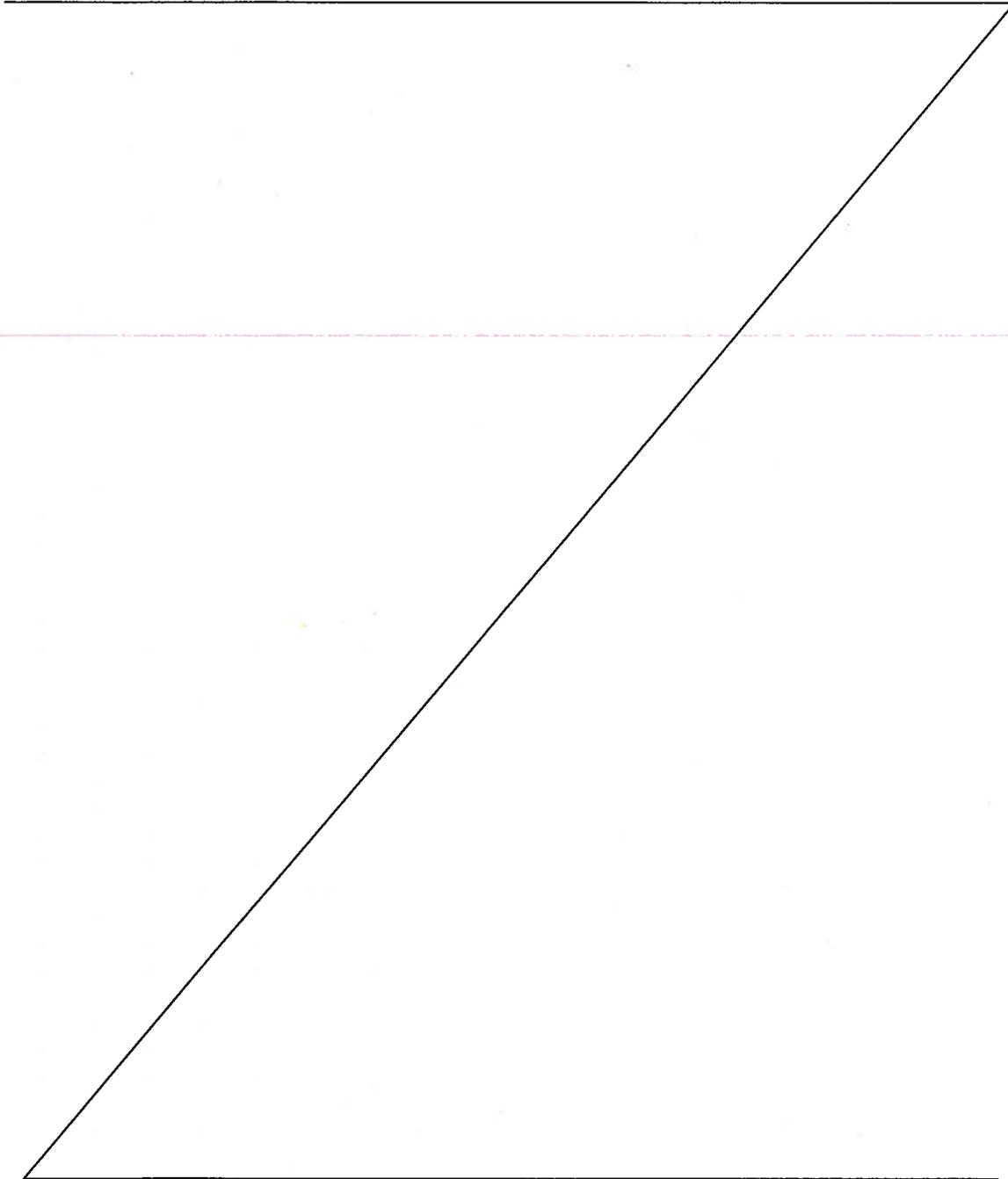
11. The DEPARTMENT agrees to notify the COMPANY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The COMPANY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the COMPANY 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 COMPANY 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 COMPANY in writing of this final completion date.

12. 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.

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Electric Distribution Facilities

13. 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.



STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Electric Distribution Facilities

IN WITNESS WHEREOF, the parties hereto have 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.

WITNESS AS TO SECOND PARTY:

GEORGIA POWER COMPANY

BY: Mark Tilden  
WITNESS

BY: Katherine M Conker  
NOTARY PUBLIC (SEAL)

BY: Jesli Sibert  
DISTRIBUTION VICE PRESIDENT

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 16 DAY  
OF Dec, 20 11  
My commission expires: 3-18-12

I attest to the genuineness of the COMPANY Seal and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

\*\*\*\*\*  
FEIN 58-0257110  
\*\*\*\*\*

BY: Lauren O. Patterson  
SECRETARY/ASST. SECRETARY  
(OFFICIAL SEAL)

RECOMMENDED:  
BY: [Signature]  
STATE UTILITIES ENGINEER

ACCEPTED:  
DEPARTMENT OF TRANSPORTATION  
BY: [Signature]  
COMMISSIONER

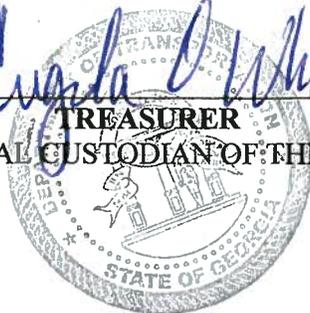
PROJECT No.: STP00-2688-00(004)  
COUNTY: Hall  
P.I. No.: 170735-  
DATE: December 8, 2011 PA

Signed, sealed and delivered this 9th  
day of April, 20 12,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: [Signature]  
TREASURER  
(OFFICIAL CUSTODIAN OF THE SEAL)





**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: ELECTRIC DISTRIBUTION FACILITIES  
STP00-2688-00(004), PI#170735-, Hall County  
Name of Contracting Entity: Georgia Power Company

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

425539  
EEV / E-Verify™ User Identification Number

5-23-11  
Date of Authorization

Mark Tilden  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

12-15-11  
Date

PROJECT MANAGER  
Title of Authorized Officer or Agent

MARK TILDEN  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

15<sup>th</sup> DAY OF December, 2011

Lucy Datum  
Notary Public

[NOTARY SEAL]

My Commission Expires: 4/4/2012

Lucy Datum  
Notary Public  
Henry County, Georgia  
My Commission Expires 4/4/2012

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603