

FORCE ACCOUNT AGREEMENT
City of Greensboro, North Carolina
Horse Pen Road Widening
Project No. P-04945, Contract No. 2010-010
PPL AFE 71283

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2014 by and between the City of Greensboro, North Carolina, a political subdivision of the State of North Carolina (hereinafter referred to as the "CITY OF GREENSBORO"), and Plantation Pipe Line Company (hereinafter referred to as the "COMPANY").

WITNESSETH THAT:

WHEREAS, the CITY OF GREENSBORO proposes under the above written project number to relocate and widen Horse Pen Creek Road, (hereinafter referred to as the "PROJECT") in Guilford County, North Carolina; and

WHEREAS, the PROJECT will be constructed by the CITY OF GREENSBORO on existing road rights-of-way and proposed new road rights-of way (hereinafter referred to as the "ROAD RIGHTS-OF-WAY"); and

WHEREAS, the COMPANY having facilities (one 8.625" OD and one 14" OD high pressure liquid petroleum products pipelines) presently located within the ROAD RIGHTS-OF-WAY, which were installed under permit; and

WHEREAS, the COMPANY's facilities lying adjacent and perpendicular to the ROAD RIGHTS-OF-WAY are located within the limits of the COMPANY'S right of way easements (hereinafter referred to as the COMPANY's "EASEMENTS") and property owned by COMPANY; and

WHEREAS, said COMPANY EASEMENTS and property provide the rights to install, operate, and maintain such facilities on the rights of way thereof; and

WHEREAS, to accommodate the construction of the PROJECT, it will become necessary to make certain adjustments to the existing facilities of the COMPANY, including but not limited to the installation of new split casing for the 8 " and 14" pipelines and relocation of the existing block valves and fence enclosure, as shown in Plantation's drawing D-AT-1303, dated October 8, 2013, attached hereto and made a part of this Agreement as Exhibit A and said adjustments are to be made in accordance with an estimate of **\$598,567** prepared by the COMPANY, attached hereto and made a part of this Agreement as Exhibit B; and

WHEREAS, the location of said presently existing COMPANY facilities and adjustments to such facilities are shown in Exhibit A, and it is desired that the COMPANY adjust its facilities within the COMPANY's EASEMENTS to accommodate the construction of the PROJECT; and

WHEREAS, the CITY OF GREENSBORO, pursuant to said COMPANY's EASEMENTS, is responsible for bearing **100%** of the cost of the required adjustment of the COMPANY facilities, and the COMPANY is responsible for bearing **0%** of the costs of the required adjustments of COMPANY's facilities.

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

Section 1. It is specifically understood that the project number shown above is for the CITY OF GREENSBORO's identification purposes only and may be subject to change by the CITY OF GREENSBORO. In the event it becomes necessary for the CITY OF GREENSBORO to assign a different

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project number, the CITY OF GREENSBORO will 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.

Section 2.

☐ The COMPANY hereby relinquishes its existing rights on the present location as shown on said plans where its facilities are to be moved and accepts from the CITY OF GREENSBORO in lieu, thereof, the easement right to install, operate and maintain its facilities along and across such right-of-way at the new location as shown on said plans, as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It being understood by the COMPANY that the installation of its facilities shall conform to the ordinances of the CITY OF GREENSBORO .

☒ The COMPANY'S facilities shall remain in the same place and along the existing route across said road; and COMPANY hereby relinquishes its rights under existing easement in return for a STATE Road Crossing Permit where said road right of way overlaps COMPANY's existing pipeline easement, provided however, that said Road Crossing Permit recognizes COMPANY's prior rights and conveys the right to continue to occupy, install, operate, and maintain its pipeline facilities along and across said road.

If necessary to adjust such COMPANY facilities at this road crossing location on future CITY OF GREENSBORO, County, State, or Federal construction and maintenance work, the COMPANY's cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

Section 3. 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 CITY OF GREENSBORO) proposes to contract the work covered by the plan (Exhibit A) and estimate (Exhibit B) in accordance with applicable Federal Regulations, using an existing continuing contract to perform the adjustment with work to be accomplished as noted in aforesaid plan and estimate. The COMPANY agrees to obtain prior approval from the CITY OF GREENSBORO before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed estimate attached hereto (Exhibit B).

Section 4. The COMPANY may submit to the CITY OF GREENSBORO bills for the eligible cost of the work as done by the COMPANY after each phase of the pipeline adjustment work as described in the attached estimate (Exhibit B), and shall submit to the CITY OF GREENSBORO one final and complete billing of all eligible costs when the work has been completed. Invoice for payment shall include copies of daily labor and equipment reports and complete documentation of all charges accumulated by the COMPANY and/or the COMPANY'S contractor for the adjustment of COMPANY FACILITIES to accommodate the construction of the project PROJECT.

Section 5. The CITY OF GREENSBORO will pay bills promptly after completion by the COMPANY of each phase of the pipeline adjustment work upon receipt and verification thereof and final bill upon validation and approval thereof by the CITY OF GREENSBORO Engineer. Payment will be made in the amount of sums invoiced less previous partial payments. The CITY OF GREENSBORO will pay the COMPANY a sum equal to 100 percent (100%) of the actual cost of the PROJECT to COMPANY plus indirect overhead cost as detailed in the estimate (Exhibit B). Should the actual cost exceed the estimated cost by an amount greater than 10 (ten) percent, an extra work order explaining the reason for the increase in cost will be submitted for approval by the CITY OF GREENSBORO .

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The total estimated cost of the physical relocation/adjustment of COMPANY'S facilities to be performed by COMPANY IS \$598,567 as set out in the cost estimate hereto attached as Exhibits A, B, and C; however, said cost figure is an estimate only, and neither it nor any of the other estimated cost figures set out in the cost estimates shall in any way constitute a limit upon the amount for which the CITY OF GREENSBORO shall be liable to reimburse COMPANY hereunder. The CITY OF GREENSBORO will pay COMPANY a sum equal to 100 percent (100%) of the actual cost of the project. Should the actual cost exceed the estimated cost by an amount greater than ten (10) percent, an extra work order explaining the reason for the increase in cost will be submitted for approval by the CITY OF GREENSBORO.

The CITY OF GREENSBORO agrees to pay COMPANY the sum of \$658,424 as detailed in Exhibits A, B, and C, attached hereto and made a part hereof. This sum of **\$658,424** includes a 10% allowance for contingency. This contingency amount may not be spent without prior approval from the CITY OF GREENSBORO'S Chief Engineer. Bills for fees or other compensation for services or expenses shall be submitted to the CITY OF GREENSBORO in detail sufficient for a proper pre-audit and post-audit thereof. If COMPANY'S actual costs exceed the sum of **\$658,424** by \$20,000, the additional amount(s) must be approved by the CITY'S governing board, the Greensboro City Council, prior to payment. If COMPANY'S actual costs exceed the sum of **\$658,424** by less than \$20,000, approval for the additional amount(s) must be approved by the CITY OF GREENSBORO'S City Manager. Should any of the required approvals detailed in this section be denied by the appropriate representatives of the CITY OF GREENSBORO, COMPANY shall have the right to discontinue the work described herein and shall have no obligation to complete said work unless and until mutually agreeable compensation for same is agreed to by both parties hereto.

The COMPANY agrees that the acceptance of this final payment shall be in full and settlement of all claims arising against the CITY OF GREENSBORO for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the CITY OF GREENSBORO from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

At any time within three years after the date of the conditional final payment the CITY OF GREENSBORO may audit the cost records and accounts of the COMPANY pertaining to this PROJECT and bill the COMPANY the amount of any unallowable expenditure made in the conditional final payment of this contract or, if any allowable expenditure is found, notify the COMPANY of that fact in writing. If the COMPANY does not pay any such bill within 30 days of receipt of the bill from the CITY OF GREENSBORO, the CITY OF GREENSBORO may off-set the amount of such bill against the amounts owed the COMPANY on any then-current contract between the COMPANY and the CITY OF GREENSBORO. For audit purposes, the cost records and accounts of the COMPANY pertaining to this PROJECT shall be made available to the representatives of the CITY OF GREENSBORO at the General Office of the COMPANY during the progress of the work and for a period of not less than three (3) years from the date conditional final payment has been received by the COMPANY.

Section 6. The CITY may terminate this Agreement at any time, in whole or in part in writing (delivered by Certified Mail, Return Receipt Requested) to 1100 Alderman Drive, Suite 200, Alpharetta Georgia, 30005. If the Agreement is terminated by the CITY before performance is completed, COMPANY shall be paid for the work satisfactorily performed. Should termination occur after commencement of site construction, the COMPANY shall be paid for the work required to completely restore the site and pipeline operation to the condition prior to any construction activity and to leave the site and facilities in safe, sound and operative conditions. Payment is to be on the basis of substantiated costs.

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Section 7. The CITY OF GREENSBORO will not be bound to pay any amount in excess of 110 percent of the reimbursable portion of the detailed cost estimate attached hereto nor for any items of work not provided for in the detailed estimate, except as shall be developed and approved by the CITY OF GREENSBORO. 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 CITY OF GREENSBORO will be required. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the COMPANY by the CITY OF GREENSBORO before the COMPANY is authorized to proceed with the work to be performed by the COMPANY under this Agreement.

Section 8. It is further mutually agreed that the final cost of the adjustment to the facilities of the COMPANY covered by the attached detailed estimate shall be borne by the parties on the percentage basis indicated in said estimate.

Section 9. The Certificate(s) of Eligibility for Reimbursement (Exhibit C) prepared by the COMPANY attached hereto, and made a part hereof, is the basis for participation of CITY OF GREENSBORO funds in the cost of the adjustments of the utility facilities covered by this Agreement.

Section 10. The CITY OF GREENSBORO 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 CITY OF GREENSBORO agrees to plan with the CITY OF GREENSBORO Contractor as necessary, a schedule of operations which will clearly set forth at which state of the contractor's operations the COMPANY will be required to perform his removal and relocation work.

Section 11. The COMPANY shall be responsible for providing signing and other traffic control measures during construction in accordance with PART 6 of the US DOT Manual on Uniform Control Devices, current edition or as required by the CITY OF GREENSBORO'S Engineer.

Section 12. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the of the parties hereto.

Section 13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the CITY OF GREENSBORO, North Carolina and that all questions of interpretation and construction shall be governed by the CITY OF GREENSBORO.

Section 14. E-Verify: The Company certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Company also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The term "Company", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.


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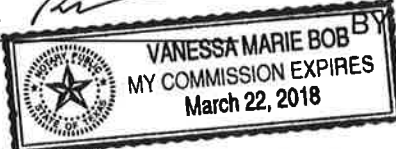
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IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

WITNESS AS TO COMPANY:

PLANTATION PIPE LINE COMPANY

BY: 
Notary Public




William M. Outlaw – Vice President
Engineering LYN

I attest that the above named officer is duly authorized to execute this document.

ATTEST:

BY: 
Cheryl A. Beard - Assistant
Secretary

APPROVED AS TO FORM:

THE CITY OF GREENSBORO, NC

BY: _____
City Attorney

BY: _____
Nancy Vaughan, Mayor

Project: Project No. P-04945
Contract No. 2010-010
Horse Pen Creek Road

WITNESS:

Date: _____

BY: _____
Notary Public

I attest that the Seal imprinted herein is the official Seal of the CITY OF GREENSBORO.

ATTEST:

BY: _____
City Clerk

**DETAILED ESTIMATE OF COST FOR THE
ADJUSTMENT OF FACILITIES IN
CONFLICT WITH PROPOSED HIGHWAY CONSTRUCTION**

1. COMPANY - PLANTATION PIPE LINE COMPANY - (PPL)
1100 Alderman Drive
Suite 200
Alpharetta, Georgia 30005

Estimate Preparation and Contact:

Blair H Northen, Jr. P.E., Senior Pipeline Engineer
Blair_Northen@kindermorgan.com
770/ 751-4109

2. PROJECT:

City Project : P-04945
Federal Project I.D.: N/A
County: Guilford
Description: Horse Pen Creek Road Widening

3. CONSTRUCTION PROJECT DESCRIPTION:

The project includes preliminary engineering and adjustment of the PPL 8-inch and 14 inch high pressure liquid petroleum products pipelines to accommodate the widening of Horse Pen Creek Road in Guilford County, North Carolina.

The Preliminary Engineering work will include surveying, design, material acquisition, preparation of Detailed Estimate, adjustment plans, Reimbursement Agreement, construction contract, permitting and coordinating work with third parties.

The construction will include project management, material acquisition, inspection, x-ray of welds, erosion control clearing, ditching, removal of existing facilities, extending the existing casings, relocation of the existing block valves, drain down of the deactivated pipelines with vac trucks, welding the new piping and valves, coating, installation of test leads, fence relocation, gravel, restoration of site, preparation of as built drawings, disposition of used pipe and project close out.

DETAILED ESTIMATE

4. PRELIMINARY ENGINEERING

Preliminary Engineering was authorized on this project in a letter from Guy Ingle, Design Engineer dated February 19, 2013.

Plans and estimate has been prepared by forces of the Company.

This project is 100% reimbursable.

SUMMARY OF ITEMS 5 THROUGH 14

ITEMS	TOTAL
5. PRELIMINARY ENGINEERING COST	\$ 30,432
6. RIGHT OF WAY ACQUISITION	\$ 0
7. CONSTRUCTION COSTS	
C. Company Inspection & Overhead	14,570
D. Materials	21,803
E. Construction Contractor (Labor, Equip., Spec. Constr., Contingency, & State Tax)	360,194
F. Continuing Existing Contracts	56,575
G. ROW Damages	0
TOTAL CONSTRUCTION COSTS	\$ 453,142
8. TOTAL DIRECT COST OF PROPOSED MODIFICATIONS (5, 6, & 7)	483,574
9. INDIRECT OVERHEAD EXPENSE @ 23.78 %	\$ 114,994
10. TOTAL COST OF PROPOSED MODIFICATION	\$ 598,567
11. EXPIRED SERVICE LIFE & SALVAGE CREDITS	
A. Expired Service Life (Not Applicable)	\$ 0
B. Salvage Credits	\$ 0
12. BETTERMENT CREDIT	\$ 0
13. TOTAL ESTIMATED COST OF REIMBURSABLE ADJUSTMENTS (10 - 11A - 11B - 12)	\$ 598,567

14. PROPORTIONATE SHARE	Percent	Or Approximately
The share of costs to be borne by the Company is:	0.00	\$ 0
The share of costs to be borne by the City is:	100.00	\$ 598,567

DETAIL OF ITEMS 5 THROUGH 14

5. DETAIL OF PRELIMINARY ENGINEERING COST	No.	Units	Unit Rate	Totals
A. <u>Company Labor</u>				
Senior Pipeline Engineer (PE)	1	15 Days	\$ 600	\$ 9,000
Right-of-Way Technician	1	3 Days	350	1,050
Operations & Maintenance Team Leader	1	3 Days	550	1,650
Company Payroll Benefits & Taxes		@ 39.60		4,832
Total - Company Labor				\$ 16,532
B. <u>Company Equipment Expense</u>				
4x4 Truck	2	3 Days	50	300
Total - Equipment Expense				\$ 300

C.	<u>Company Living & Traveling Expense</u>					
	Lodging	1	2	Days	\$ 100	\$ 200
	Meals	1	2	Days	50	100
	Air Travel	1	1	Ticket	900	900
	Total - Living & Traveling Expense					\$ 1,200
D.	<u>Contract Consultant</u>					
	Total - Contract Consultant					\$ 0
E.	<u>Continuing Contracts</u>					
	Survey - 3 Man Crew & Equipment	1	2	Days	1,200	2,400
	Total - Continuing Contracts					\$ 2,400
F.	<u>Other Contracts & Services</u>					
	Soil Erosion & Sedimentation Plan	1	1	Lot	5,000	5,000
	Total - Other Contracts & Services					\$ 5,000
G.	<u>Excavation & Subsurface Investigation</u>					
	None Required					
	1) <u>Contract Labor</u>					
	Sub Total - Labor					\$ 0
	3) <u>Inspection Contractor</u>					
	Sub Total - Inspection Contractor					\$ 0
	Total - Excavation & Subsurface Investigation					\$ 0
H.	<u>Environmental Awareness & Studies</u>					
	Environmental Investigation & Technical Report	1	1	Lot	5,000	\$ 5,000
	Total - Environmental Awareness & Studies					\$ 5,000
	TOTAL PRELIMINARY ENGINEERING					\$ 30,432

6. RIGHT-OF-WAY ACQUISITION

None Required

TOTAL RIGHT-OF-WAY ACQUISITION

\$ 0

7. CONSTRUCTION COSTS

A. The Company will perform the work provided for in this estimate by the following method:
 BY EXISTING CONTINUING 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 City and FHWA and in accordance with the provisions of paragraph 645.115(a), 23 CFR 645A) proposes to use an existing continuing contract 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 names of the contractor or contractors are listed below:

L.E. Bell Construction Co., Heflin, AL
 Bradford Brothers, Inc., Huntersville, NC
 Ed Wallace Construction, Charlotte NC

B. Description of Proposed Work

See Paragraph 3., "Construction Project Description".

		<u>No.</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Totals</u>
C. <u>Company Inspection and Overhead</u>					
1)	<u>Company Labor Classification</u>				
	Senior Pipeline Engineer	1	10 Days	\$ 600	\$ 6,000
	Right-of-Way Technician	2	3 Days	300	1,800
	Operations & Maintenance Team Leader	1	4 Days	350	1,400
	Company Payroll Benefits & Taxes		@ 41.30		3,800
	Sub Total - Company Labor Cost				\$ 13,000
2)	<u>Company Equipment Expense</u>				
	Company Vehicle	1	2 Days	\$ 35	\$ 70
	4x4 Truck	1	3 Days	50	150
	Sub Total - Equipment Expense				\$ 220
3)	<u>Company Living & Traveling Expense</u>				
	Lodging	1	5 Nights	\$ 120	\$ 600
	Meals	1	5 Days	50	250
	Rental Car & Gas	1	5 Days	100	500
	Sub Total - Living & Traveling Expense				\$ 1,350
Total - Company Inspection and Overhead					\$ 14,570
			<u>Units</u>	<u>Unit Rate</u>	<u>Totals</u>
D. <u>Materials</u>					
1)	<u>Line Pipe</u>				
	Line Pipe - 14", 0.375" WT, X52, w/TGF3, ERW	40	Feet	61.00	2,440
	Line Pipe - 8.625" WT, X-52, WTGF3, ERW	40	Feet	33.00	1,320
	Pipe Bends, 14", 0.375" wt, X-5290 deg., 3R	1	Each	3,100.00	3,100
	Casing Pipe - 16", 0.375" WT Coated	80	Feet	48.25	3,860
	Casing Pipe - 18", 0.375" WT Coated	80	Feet	59.00	4,720
	Pipe Bends - 8.625" O.D., 0.375" WT, 90 deg., 3R	1	Each	750.00	750
	Taxes @ 6%				481
	Freight @ 3%				240
					\$ 16,911
2)	<u>Other Materials</u>				
	Casing Seals - Heat Shrink - 20" x 14"	1	Each	225.00	225
	Casing Seals - Heat Shrink - 16" x 8"	1	Each	200.00	200
	Vent Pipe - 3.5", 0.216" W T, Grade B	40	Feet	20.00	800
	Vent Cap - 3.5"	4	Each	200.00	800
	Reducer - Eccentric, 16" x 12"	1	Each	683.00	683
	Reducer - Eccentric, 18" x 20"	1	Each	1,162.00	1,162
	Plastic Bags - for Removed Coating w/Asbestos	1	Lot	78.00	78
	Pipeline Marking Tape - 6" x 1,000' Roll	1	Each	40.00	40
	Miscellaneous Items	1	Lot	500.00	500
	Taxes @ 6%				269
	Freight @ 3%				135
	Sub Total - Other Materials				\$ 4,892
Total - Material Cost					\$ 21,803

E. Construction Contractor

1) <u>Construction Labor & Equipment</u>	No.	Units	Unit Rate	Totals
a) <u>Labor</u>				
Superintendent	1	30 Days	570	17,100
Principle Operator	2	30 Days	450	27,000
Mechanic	1	30 Days	450	13,500
Intermediate Operator	1	4 Days	310	1,240
H. D. Truck Driver	1	4 Days	450	1,800
Skilled Laborer	8	35 Days	280	78,400
Welder	2	30 Days	580	34,800
Welder's Helper	2	30 Days	300	18,000
Night Watchman	1	30 Days	250	7,500
Safety Person	1	2 Days	300	600
Per Diem	1	560 Days	80	44,800
Sub Total - Labor				\$ 244,740
b) <u>Equipment</u>				
Pickup Truck - 4WD, 1 Ton - 1	5	30 Days	144	\$ 21,600
Welding Rig	2	30 Days	242	14,520
Road Tractor & Trailer	1	4 Days	573	2,292
Tag-a-long Trailer	1	30 Days	61	1,830
Tool & Equipment Trailer	1	30 Days	100	3,000
Office Trailer	1	30 Days	25	750
Hydracrane	1	10 Days	375	3,750
Excavator - Cat 235	1	30 Days	590	17,700
185 CFM Air Compressor	1	10 Days	150	1,500
Beveling Machine (10"-12")	1	10 Days	37	370
Beveling Machine (14"-20")	1	10 Days	44	440
Line Up Clamps (6"-8")	1	10 Days	11	110
Line Up Clamps (14"-18")	1	10 Days	22	220
Nylon Sling	2	30 Days	12	720
Pump Hose - 4", 20' Sections	2	30 Days	7	420
Diaphragm Pump - 4"	1	10 Days	100	1,000
Sandblasting Rig	1	4 Days	200	800
Gas Fired Tar Kettle	1	4 Days	200	800
Tamping Machine - Whacker Packer	1	10 Days	35	350
Tamping Machine - Remote	1	10 Days	237	2,370
Pipe Jeep - 2	1	4 Days	25	100
Ladders	2	33 Days	5	330
Concrete Bucket	1	4 Days	50	200
Concrete Vibrator	1	2 Days	26	52
Wach Saws - 14" Line	1	2 Days	150	300
Wach Saws - 18" Line	1	2 Days	150	300
Small Tools - 1 Lot	1	30 Days	20	600
Port-A-John	1	30 Days	6	180
Sub Total - Equipment				\$ 76,604
Sub Total - Contruction Labor & Equipment				\$ 321,344

		<u>Units</u>		<u>Unit Rate</u>	<u>Totals</u>
2)	<u>Special Construction Costs</u>				
	Mobilization & De-Mobilization	1	Lot	30,000	30,000
	Hay Bales	50	Each	6	300
	Erosion Control Measures	1	lot	2,000	2,000
	Stone - Graded Aggregate Base	30	ton	15.00	450
	Sand Blasting Sand	400	Sq Ft.	0.50	200
	Concrete Coating	80	Ft.	50	4,000
	Seed, Lime, Fertilizer, & Mulch	1	Acre	900.00	900
	Miscellaneous Materials	1	Lot	500	500
	Miscellaneous Construction Materials	1	Lot	500	500
	Sub Total - Special Construction Costs				\$ 38,850
3)	<u>Construction Contingency</u>				
	Construction Contingency	@	0.00 %		0
	Total - Construction Contractor				\$ 360,194
F.	<u>Continuing Existing Contracts</u>				
		<u>No.</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Totals</u>
1)	<u>Inspection Contractor (Construction)</u>				
	Inspector	1	33 Days	600	\$ 19,800
	Per Diem	1	33 Days	125	4,125
	Vehicle	1	33 Days	50	1,650
	Sub Total - Inspection Contractor				\$ 25,575
2)	<u>Inspection Contractor (Post Construction - Removal)</u>				
	Sub Total - Inspection Contractor				\$ 0
3)	<u>Contract Consultant (Construction)</u>				
	Sub Total - Contract Consultant				\$ 0
4)	<u>Contract Consultant (Post Construction)</u>				
	Sub Total - Contract Consultant				\$ 0
5)	<u>Survey & Drafting</u>				
	Sub Total - Survey & Drafting				\$ 0
6)	<u>X-Ray Inspection</u>				
	Radiographer - 2 Man Crew	1	10 Days	2,500	\$ 25,000
	Sub Total - X-Ray Inspection				\$ 25,000
7)	<u>Test Water & Disposal</u>				
					\$ 0
7)	<u>Other Contracts & Services</u>				
	Vac Truck - Drain Up	3	16 Hour	125	6,000
	Sub Total - Other Contracts & Services				\$ 6,000
	Total - Continuing Existing Contracts				\$ 56,575
	TOTAL - CONSTRUCTION COSTS (7c, 7d, 7e, 7f, & 7g)				\$ 453,142
8.	TOTAL DIRECT COST OF PROPOSED MODIFICATIONS (5, 6, & 7)				483,574
9.	INDIRECT OVERHEAD EXPENSE - % OF TOTAL DIRECT COST	@	23.78 %		\$ 114,994
10.	TOTAL COST OF PROPOSED MODIFICATIONS				\$ 598,567
11.	EXPIRED SERVICE LIFE AND SALVAGE CREDITS				

A. Expired Service Life

Expired Service Life is not allowed in this estimate because none of the replaced facilities will be increased in size and will be either crossings or segments of less than one mile in length.

\$

B. <u>Salvage</u> -	Permanent and Temporary	<u>Units</u>	<u>Unit Rate</u>	<u>Totals</u>
Salvage Credits		0		\$ <input type="text" value="0"/>

12. **BETTERMENT CREDIT**

Betterment Credit is not allowed in this estimate since there is to be no functional increase in size in the facility unless caused by the proposed roadway construction.


\$ 13. **TOTAL ESTIMATED COST OF REIMBURSABLE ADJUSTMENTS (10 - 11A - 11B - 12)**\$ 14. **PROPORTIONATE SHARE**

	<u>Percent</u>	Or <u>Approximately</u>
The Share of costs to be borne by the Company is:	<input type="text" value="0.00"/>	\$ <input type="text" value="0"/>
The Share of costs to be borne by the City is:	<input type="text" value="100.00"/>	\$ <input type="text" value="598,567"/>

15. **METHOD OF ACCOUNTING**

Established accounting procedure approved by City and FHWA.

This estimate has been prepared by the Company and/or Consulting Engineer in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter G, Part 645, Subpart A, to support a Force Account Agreement between the Company and the City. The work will be performed and cost 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 credits, 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 of costs shown in this estimate is based on the attached certificate of eligibility for reimbursement which is made a part hereof.


Blair H. Northen, Jr. P.E.
Senior Pipeline Engineer

CERTIFICATE OF ELIGIBILITY FOR REIMBURSEMENTPPL Project: AFE 71283
City Of Greensboro Horse Pen Creek Road WideningFA Project: N/A
City Project No. P-04945

Location of Facilities, Highway Station, Cross Road, Street, etc.	Date Initially Installed by Utility Owner	Show whether facilities were originally installed on private property under deed, written or oral easement from property owner, or on roads and streets under permit or franchise from State or political subdivision with name thereof.	Remarks Case Number Reimbursement Eligibility*
Hwy, Sta. 65+60	1964	The pipeline was originally installed on private ROW under Easements from property owners as follows: Easement dated March 23, 1964 from A Pelle Stanley and Mamie L Stanley recorded in Deed Book 2153, Page 332 in the Office of Register of Deeds of Guilford County N.C and on property owned in fee by Plantation Pipe Line Company.	Case I - Utility has right of occupancy in its existing location by reason of holding an easement

This is to certify that the utility facilities as presently existing and as to be adjusted or relocated and shown on the plans and estimate of cost supporting the Force Account Agreement for which reimbursement is to be claimed are owned, operated, and maintained by the Company. The facts concerning location of Utility facilities, dates of installation and records of the Company showing its property interest will be made available for inspection 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 public property are correctly shown; further that the above information as to title records, permits and franchises are correctly shown.

DATE: December 2, 2014BY: 
Swain Guzzardi - Senior Agent

The facilities noted above have been reviewed in the field with a representative of the Company. This is to certify that the noted above and shown on the plans are correctly shown; further that the cost of the adjustment as covered by the attached estimate is eligible for reimbursement under the above noted case(s).

DATE: _____

BY: _____
City Representative