

Georgia DOT Project: SR 21 @ I-95 Chatham County
GDOT P.I. 0012722

**DESIGN-BUILD
MEMORANDUM OF UNDERSTANDING**

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
Georgia Power Company - Transmission (hereafter the OWNER)

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to make traffic flow improvements along SR 21 at I-95 from SR 30 to southeast of I-95, including modification of the existing interchange to a diverging diamond interchange which requires modifying the I-95 ramps in Chatham County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

1. Type of Utility

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting
- Internet Data Service

Other Facilities (Description) _____

2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT.
Insert here or attach a detailed description of proposed new additional utility installations:

3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment, as outlined in the UAM.

NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.

OWNER hereby intends to:

- 3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design _____
Construction _____

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.

Design
Construction

Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):

Design _____
Construction _____

If both are checked, please leave page 6 blank.

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None _____

Excluded Items _____

Comments: PLEASE SEE ATTACHED EXHIBIT B - GPC
MOU OUTAGE ADDENDUM
ALL MATERIALS MUST BE ACQUIRED FROM GEORGIA POWER

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design _____
Construction _____

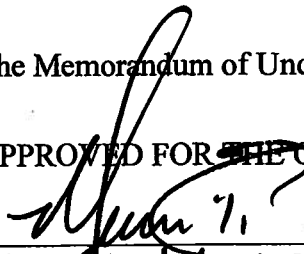
The following is hereby mutually agreed to and understood by both parties:

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.

9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
 - b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit A.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
 - 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.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:



 (Signature) Michael B. Robinson

_____ 2/12/15
 (Date)

Transmission Planning & Operations GM

 (Title)

APPROVED FOR THE DEPARTMENT BY:



 (Signature)

_____ 2-12-15
 (Date)

STATE UTILITIES ENGINEER

MOU Exhibit A

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.

P.I. No. 0012722, SR 21 @ I-95 Chatham County)

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 _____,

My Commission Expires _____
Notary Public/Justice of the Peace

**Georgia DOT Project: SR 21 at I-95 Chatham County
GDOT P.I. 0012722**

**Exhibit B
GPC MOU Outage Addendum**

Additional Requirements:

The ability to obtain a necessary transmission line outage for relocation of transmission facilities or for resolution of any CONTRACTOR constructability issue will be under the direction and sole control of OWNER's Georgia Control Center. OWNER will not be responsible for any delay or additional cost incurred by DEPARTMENT or CONTRACTOR due to inability to obtain a transmission line outage to meet CONTRACTOR's or DEPARTMENT's planned PROJECT schedule. Outages are granted based on federally-mandated transmission system reliability requirements, as well as existing Georgia Integrated Transmission System (ITS) requirements. A scheduled outage may be cancelled or re-scheduled, without notice, due to transmission system conditions, including, but not limited to: changing transmission system conditions or priorities; customer requirements; or transmission system emergency requirements.

DEPARTMENT and CONTRACTOR are encouraged to identify PROJECT needs and submit any transmission line outage request as early as possible. Each outage request must be reviewed in conjunction with other known outages to insure that transmission system reliability is maintained. Early submission of an outage request provides the best possibility of obtaining an outage that meets the PROJECT schedule.

All work in the vicinity of transmission lines must comply with the Georgia High Voltage Safety Act.

**Georgia DOT Project: SR 21 at I-95 Chatham County
GDOT P.I. 0012722**

Pre-Approved Contractor List

Company Name: Irby Construction
Address: 817 South State Street
Phone: 601-709-4729
Contact Person: John Hopper
E-Mail:hopper@irbyconst.com

Company Name: Service Electric
Address: 1631 East 25th Street, Chatanooga, TN 37404
Phone: 423-265-3161
Contact Person: Jody Shea
E-Mail:jshea@serviceelectricco.com

Company Name: Pike Electric
Address: 100 Pike Way, Mount Airy, NC 27030
Phone: 336-789-2171
Contact Person: Todd Badgett
E-Mail:tbadgett@pike.com

Company Name: Sumter Utilities
Address: 1151 North Pike West, Sumter, SC 29153
Phone: 803-469-8585
Contact Person: Colin Chalup
E-Mail:cchalupa@suimail.com

Company Name: Utilicon
Address: 13275 Highway 231, Davisboro, GA 31018
Phone: 478-348-3233
Contact Person: Joan Glover
E-Mail:joan.glover@utilicon.net

Company Name: L.E. Myers
Address: 401 Chestnut Street, Suite 120; Chattanooga, TN 37402
Phone: 423-265-4441 x 4133
Contact Person: Danny Gessman
E-Mail:dgessman@myrgroup.com

Company Name: MasTec
Address: 16300 Katy Freeway, Suite 300; Houston, TX 77094
Phone:
Contact Person: John "JP" Miller
E-Mail:jp.miller@mastec.com

Pre-Approved Design Consultant List

Company: **Apogee Engineers, LLC**
Address: 4856 Anderson Road
Orlando, Florida 32812
Contact Person: David H. Seligson
Phone: 407-658-7590
Email: David.Seligson@ApogeeEngineers.com

Company: **Burns & McDonnell**
Address: 3650 Mansell Road, Suite 300
Alpharetta, GA 30088
Contact Person: Arnold B. Olender
Phone: 770-510-4503
Email: aolender@burnsmcd.com

Company Name: **Enercon Services, Inc.**
Address: 500 Townpark Lane
Kennesaw, Georgia 30144
Phone: 770-792-6922
Contact Person: Robert Bryan
E-Mail: rbryan@enercon.com