Georgia DOT Project: SR 316 @ Walther Blvd. Grade Separation
GDOT P.I. # 0010425

DESIGN-BUILD
MEMORANDUM OF UNDERSTANDING
between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
AT&T (hereafter the OWNER)

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT # 0010425, SR 316 @ Walther Blvd. Grade Separation in Gwinnett 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)
__X__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.

OWNER hereby intends to:

A. 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 _____

B. 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):

Check Design and/or Construction if you want to have the Design and/or Construction to be added to the DEPARTMENT'S contract.

If Design and/or Construction are checked in Section B and the OWNER wants the work to be performed by their pre-approved Contractors and/or Design Consultants, the OWNER must provide at a minimum, three pre-approved contractors and/or three Design Consultants on page 6.

(Water and Sewer will automatically be accomplished by the DEPARTMENT'S CONTRACTOR and the design will have to be approved by the OWNER)

Design _____
Construction _____

C. OWNER, at the DEPARTMENT'S cost wishes to allow the DEPARTMENT'S CONTRACTOR to perform the removal, relocation, protection, adjustment and/or design work, please signify below:

DEPARTMENT'S CONTRACTOR CAN PERFORM:

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 _____
_____
_____

D. OWNER, at OWNER'S cost, will provide the following services (check to signify):

Design __X__
Construction __X__

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 PROJECT (list any work not included in the PROJECT in space provided above). 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 the property interest of each OWNER and present the findings to the DEPARTMENT and OWNER for approval. The CONTRACTOR will coordinate resolution of any disputed items. 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 include the

subject utility work in the PROJECT and the research indicates that no property interest exists, the OWNER did not indicate Section 3B above, and the OWNER cannot refute this finding with evidence that would substantiate the property interest in legal proceedings, the OWNER shall provide confirmation in writing that OWNER will reimburse the DEPARTMENT for any adjustment or relocations necessary; and an agreement will be prepared and executed in accordance with the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual". If the OWNER chooses to perform it 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 and 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 PROJECT 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 PROJECT, the CONTRACTOR shall ensure that the construction and installation of the OWNER'S facilities is performed by a contractor prequalified/registered with both the DEPARTMENT and the OWNER. The CONTRACTOR shall contact the OWNER to obtain the current list of the OWNER's prequalified Contractors:

6. For Utility work included in the PROJECT's 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 Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or it's 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 "Utility Accommodation Policy and Standards Manual, current edition" 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, and cable wire/strand. 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 B."** 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:

Jeri Rosamond — March 18, 2014
(Signature) (Date)

Mgr OSP Phg & Design
(Title)

APPROVED FOR THE DEPARTMENT BY:

Michael J. Belden — 3-20-14
(Signature) (Date)

STATE UTILITIES ENGINEER

Pre-Approved Construction Contractor				
Company Name	Address	Phone	Contact Person	E-Mail

Pre-Approved Design Consultant				
Company Name	Address	Phone	Contact Person	E-Mail

All Pre-Approved Contractors/Consultants listed above must be Registered/Prequalified with the Department – Contractors must fill out one original DOT Form 478 and provide three reference letters. Send all documents to the: Georgia Department of Transportation, Office of Transportation Services – Contractor Prequalification, 600 West Peachtree Street, NW, 19th Floor, Atlanta, GA 30308

Please refer to the Department's website @ (http://www.dot.ga.gov/doingbusiness/prequalification) and follow instructions for contractor Registration/Prequalification