# Georgia Department of Transportation

# **VOLUME 2**

Technical Provisions For

# **Design-Build Agreement**

SR 21 at I-95 Diverging Diamond Interchange Project

# PI No.0012722

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## **Volume 2 Attachments**

- Attachment 1-1 Conceptual Layout
- Attachment 4-1 Environmental Commitments (Green Sheet)
- Attachment 6-1 <u>Memorandum of Understanding (to be added as available)</u>
- Attachment 16-1 Conceptual DDI Signing and Marking Layout

# 1 GENERAL

## 1.1 **Project Scope**

The Project is located in Chatham County approximately 4 miles NW of Port Wentworth and 10 miles NW of Savannah. Total length of project is approximately 0.99 miles and will be constructed within the existing Right of Way.

The DB Team shall reconstruct the existing interchange of I-95 and SR 21/SR 30/Augusta Road from a diamond interchange to a diverging diamond interchange. The DB Team shall provide improvements to SR 21/SR 30/Augusta Road and I-95 ramps within general conformance of the concept layouts and other RID's. The traffic signal at SR 21 and SR 30 will remain in its current configuration but timing optimization will be required to be completed by the DB Team.

The DB Team shall upgrade the existing CCTV camera in the southern quadrant and install a new camera in the northern quadrant to monitor signals at the interchange. Both CCTV cameras will require wireless internet connectivity to communicate with Georgia Navigator.

### **1.2 Project Description**

### **1.2.1 Other Considerations**

The DB Team's design plans for Project shall comply with all requirements set forth in the DB Documents. The DB Team's design plans for the Project shall be consistent with the following:

- NEPA Approval
- Concept Report
- Reference Information Documents (RID)

Any additions to the Existing ROW required for construction or operation of the proposed Project shall be illustrated on the DB Team's design plans for the Project.

The DB Team shall not rely on the physical description contained herein to identify all Project components. The DB Team shall determine the full scope of the Project through thorough examination of the DB Documents and the Project or as may be reasonably inferred from such examination.

### **Design and Construction Requirements**

DB Team shall design and construct the Project to comply with the requirements of the DB Documents.

DB Team shall coordinate with GDOT, adjacent Governmental Entities and other third parties as appropriate to determine the design criteria, standards, and specifications of those components of Work which the DB Team will construct but which are to be maintained by others. For components of Work which potentially or actually impact the infrastructure of any Governmental Entity or third party entity, DB Team's design shall conform to the design requirements of such entity.

# 2 **PROJECT MANAGEMENT**

### 2.1 **Project Management Plan Requirements**

Supplement the following to <u>Section 2.1</u> of Volume 3

PROJECT MANAGEMENT PLAN - The Project Management Plan shall document the procedures and processes that are in effect to provide timely information to the project decision makers to effectively manage the scope, costs, schedules, and quality of, and the Federal requirements applicable to, the project; and the role of the agency leadership and management team in the delivery of the project. The DB Team is required to complete the following Management Plans/documents and include as Appendices to the Project Management Plan in addition to the Project Management Plan requirements in this Section 2. The requirements of these management plans and documents can be found throughout the Technical Provisions.

### 2.1.1 **Project Descriptions and Scope of Work**

No additional requirements

### 2.1.2 Project Organizational Chart, Roles and Responsibilities

No additional requirements

#### 2.1.3 **Project Phases**

No additional requirements

### 2.1.4 Design Quality Assurance

No additional requirements

### 2.1.5 Construction Quality Assurance

Supplement the following to <u>Section 2.1.5</u> of Volume 3

GDOT will provide plant inspection, testing and certification of plant produced materials at existing GDOT approved plant locations such as for precast/pre-stressed concrete, asphalt, and structural steel fabrication.

### 2.1.6 Environmental Monitoring

No additional requirements

### 2.1.7 Right of Way

No additional requirements

### 2.1.8 Safety and Security

No additional requirements

#### 2.1.9 Traffic Management

No additional requirements

#### 2.1.10 Project Communications (Media and Public Information)

#### Supplement the following to <u>Section 2.1.10</u> of Volume 3

A critical objective for all projects is to maintain the trust, support, and confidence of the media and public throughout the life of the project. In order to meet this objective, it will be critical to proactively manage messages and communications to the media. GDOT will be responsible for all communications with the media; all inquiries from media shall be directed to GDOT for responses. The DB Team shall ensure updated project information is provided to GDOT in a timely manner. The DB Team shall document all form of project communications with Customer Groups, interested Citizens, stakeholders, and general public.

#### 2.1.11 Closeout Plan

No additional requirements

### 2.1.12 Appendices

No additional requirements

### 2.1.13 Project Management Plan Checklist

No additional requirements

### 2.2 Schedule and Quality Management Requirements

### 2.2.1 General Schedule Requirements

No additional requirements

#### 2.2.2 Reserved

No additional requirements

#### 2.2.3 Required Schedule Submittals

#### 2.2.4 Narrative Requirements

No additional requirements

### 2.2.5 Project Schedule Update Requirements

No additional requirements

#### 2.2.6 **Project Baseline Schedule Revisions**

No additional requirements

#### 2.2.7 Schedule Display Requirements

No additional requirements

#### 2.2.8 Time Extensions and Inclement Weather Delays

No additional requirements

### 2.3 Quality Management Requirements

#### 2.3.1 Document Management

No additional requirements

### 2.3.2 Quality Management Plan Submittal Requirements

No additional requirements

#### 2.3.3 Quality Management Plan Requirements

No additional requirements

### 2.3.4 Quality Management Plan Structure

No additional requirements

### 2.3.5 Nonconformance Report (NCR) System

No additional requirements

#### 2.3.5.1 Role Definitions and Order of Review

No additional requirements

#### 2.3.5.2 Disposition Options

No additional requirements

#### 2.3.5.3 Corrective Action

No additional requirements

#### 2.3.5.4 Workflow States

No additional requirements

#### 2.3.6 Quality Management Updates

No additional requirements

#### 2.3.7 Responsibility and Authority of DB Team Staff

No additional requirements

#### 2.3.8 Design Quality Management Plan

No additional requirements

#### 2.3.9 Record Drawings and Documentation

No additional requirements

### 2.4 Requirements for GDOT Office and Equipment

Provide a Field Engineer's Office, refer to Special Provision 153.

### 2.5 Web-Based Project Management Program

# 3 RESERVED

# 4 ENVIRONMENTAL

### 4.1 General Requirements

No additional requirements

### 4.2 Environmental Approvals

### 4.2.1 Responsibilities Regarding Environmental Studies

No additional requirements

### 4.2.2 GDOT Review and Approval of Environmental Permits

No additional requirements

### 4.3 **Required Submittals**

# 5 **RESERVED**

# 6 UTILITY ADJUSTMENTS

### 6.1 General Requirements

### 6.1.1 When Utility Adjustment is Required

No additional requirements

### 6.1.2 Certain Components of the Utility Adjustment Work

No additional requirements

#### 6.1.2.1 Coordination

No additional requirements

#### 6.1.2.2 Betterments

No additional requirements

#### 6.1.2.3 Protection in Place

No additional requirements

#### 6.1.2.4 Abandonment and Removal

No additional requirements

#### 6.1.2.5 Service Lines and Utility Appurtenances

No additional requirements

#### 6.1.2.6 Early Adjustments

No additional requirements

### 6.1.3 Recordkeeping

No additional requirements

### 6.2 Administrative Requirements

No additional requirements

#### 6.2.1 Standards

No additional requirements

### 6.2.2 Communications

No additional requirements

# *6.2.2.1* Communication with Utility Owners Meetings and Correspondence

No additional requirements

#### 6.2.3 Worksite Utility Coordination Supervisor

No additional requirements

#### 6.2.4 Real Property Matters

No additional requirements

#### 6.2.4.1 Documentation of Existing Utility Property Interests -

#### Affidavits

No additional requirements

#### 6.2.4.2 Acquisition of Replacement Utility Property Interests

No additional requirements

#### 6.2.4.3 Georgia Utility Permit

No additional requirements

#### 6.2.4.4 Documentation Requirements

No additional requirements

### 6.3 Design

### 6.3.1 DB Team's Responsibility for Utility Identification

No additional requirements

### 6.3.2 Technical Criteria and Performance Standards

No additional requirements

### 6.3.3 Memorandum of Understanding (MOU)

No additional requirements

### 6.3.4 Utility Work Plans

No additional requirements

### 6.3.4.1 Plans Prepared by DB Team

No additional requirements

### 6.3.4.2 Plans Prepared by the Utility Owner

No additional requirements

#### 6.3.4.3 Design Documents

No additional requirements

#### 6.3.4.4 Certain Requirements for Underground Utilities

No additional requirements

#### 6.3.4.5 Utility Work Plan

No additional requirements

### 6.4 Construction

- 6.4.1 Reserved
- 6.4.2 General Construction Criteria

#### No additional requirements

#### 6.4.3 Inspection of Utility Owner Construction

No additional requirements

#### 6.4.4 Scheduling Utility Adjustment Work

No additional requirements

### 6.4.5 Standard of Care Regarding Utilities

No additional requirements

#### 6.4.6 Emergency Procedures

No additional requirements

#### 6.4.7 Switch Over to New Facilities

No additional requirements

### 6.4.8 Traffic Control

No additional requirements

### 6.5 Deliverables

No additional requirements

### 6.5.1 Utility Work Plan Submittals

No additional requirements

### 6.5.2 Preliminary Utility Status Report

No additional requirements

### 6.5.3 Subsurface Utility Engineering (SUE) Requirements

No additional requirements

### 6.5.4 Utility As-Built Requirements

# 7 RIGHT OF WAY (ROW) – ADDITIONAL PROPERTIES

### 7.1 General Requirements

Supplement the following to <u>Section 7.1</u> of Volume 3

Ensure designing and constructing the Project occurs within the existing ROW and within the Required ROW as designated in the RID.

### 7.2 Administrative Requirements

No additional requirements

### 7.2.1 Revised ROW Acquisition Plan - Additional Properties Submittals

No additional requirements

### 7.2.2 DB Teams ROW Properties Scope of Services

No additional requirements

### 7.2.3 Requirements of DB Team

### Supplement the following to <u>Section 7.2.3</u> of Volume 3

Field establish the limits of ROW by staking at a minimum spacing of 100 feet prior to construction and ensure no encroachments will occur as a result of construction.

### 7.2.4 DB Team Conflict of Interest

No additional requirements

### 7.2.5 Meetings

No additional requirements

### 7.2.6 Documentation and Reporting

No additional requirements

### 7.2.7 Responsibilities of GDOT

No additional requirements

### 7.2.8 Responsibilities of the Office of Georgia Attorney General

No additional requirements

### 7.3 Reserved

### 7.4 Fencing

### 7.4.1 Reserved

### 7.4.2 Property Fencing

No additional requirements

### 7.5 Access to the Work

### Supplement the following to <u>Section 7.5</u> of Volume 3

Following NTP 1, the DB Team shall be afforded access to all Property acquired at that point in time.

# 8 **GEOTECHNICAL**

### 8.1 General Requirements

No additional requirements

### 8.2 **Design Requirements**

### 8.2.1 Subsurface Geotechnical Investigation by DB Team

No additional requirements

### 8.2.2 Pavement Design

No additional requirements

### 8.3 Construction

No additional requirements

### 8.4 Deliverables

# 9 SURVEYING AND MAPPING

### 9.1 General Requirements

No additional requirements

### 9.2 Administrative Requirements

No additional requirements

### 9.2.1 Property Owner Notification

No additional requirements

### 9.3 **Design Requirements**

No additional requirements

#### 9.3.1 Units

No additional requirements

### 9.3.2 Survey Control Requirements

No additional requirements

### 9.3.3 Conventional Method (Horizontal & Vertical)

No additional requirements

9.3.3.1 Horizontal Accuracy Requirements for Conventional

### Surveys

No additional requirements

### 9.3.3.2 Vertical Accuracy Requirements for Conventional Surveys

No additional requirements

### 9.3.4 Reserved

No additional requirements

### 9.3.5 Right of Way Survey

No additional requirements

### 9.3.5.1 Accuracy Standard

No additional requirements

### 9.3.6 Survey Records and Reports

No additional requirements

### 9.4 **Construction Requirements**

#### 9.4.1 Units

No additional requirements

#### 9.4.2 Construction Surveys

No additional requirements

### 9.5 Deliverables

### 9.5.1 Final ROW Surveying and Mapping

No additional requirements

#### 9.5.2 ROW Monuments

# 10 GRADING

### 10.1 General

No additional requirements

## **10.2** Preparation within Project Limits

No additional requirements

### **10.3 Slopes and Topsoil**

No additional requirements

### **10.4 Deliverables**

No additional requirements

### **10.4.1 Released for Construction Documents**

# 11 ROADWAYS

## 11.1 General Requirements

No additional requirements

## **11.2 Design Requirements**

Supplement the following to <u>Section 11.2</u> of Volume 3

### Design Criteria Order of Precedence

The following requirements shall be adhered to for the design of the Project. The plans provided in the Reference Information Documents are provided for reference only and may contain or conform to some but not all of the design requirements herein. In the event of any conflict, ambiguity or inconsistency, among the following design criteria, the order of precedence, from highest to lowest, one being higher than two, shall be as follows:

- 1. Allowable Design Exception(s)/Variance(s) as set forth in Section 11.2.3
- 2. Select Design Criteria as set forth in Volume 2, Section 11.2
- 3. Volume 2 and Volume 2 Attachments (Technical Provisions)
- 4. Volume 3 and Volume 3 Attachments (Programmatic Technical Provisions)
- 5. Volume 3 Manuals (Technical Documents)

### 11.2.1 Typical Section(s) and Pavement Design

The required minimum vertical clearance from the bottom of the lowest superstructure element of the I-95 overpasses to the surface of the roadway of SR 21 shall be sixteen foot nine inches (16' 9").

Table 11-1:	Typical Section(s) f	or Roadway Design
-------------	----------------------	-------------------

Roadway	Number of Lane(s)	Lane Width(s)	Median Width(s)	Outside Shoulder Width(s)	Inside Shoulder Width(s)
SR 21	7 lanes north of I-95 (4NB/3SB) 6 lanes south of I-95	12'	8'-40', *TP B (Typical)	6.5' Paved, 3.5' Grassed	2' Paved, 4' Grassed
I-95 Ramps	Varies from 1-4	12'	N/A	6.5' Paved, 3.5' Grassed	2' Paved, 4' Grassed

\* See Concept Report for Median widths and types within the DDI segment.

### Table 11-2: Pavement Design(s)

SR 21 and I-95 Ramps (Full Depth)				
Material	Spread Rate			
RECYCLED ASPH CONC 12.5 MM, SMA, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LB/SY			
RECYCLED ASPH CONC 19 mm SUPERPAVE, GP1 OR 2, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LB/SY			
RECYCLED ASPH CONC 25 mm SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	660 LB/SY			
GRADED AGGREGATE BASE - 12" DEPTH	N/A			

SR 21 (Mill and Overlay Within DDI)				
Material	Spread Rate			
RECYCLED ASPH CONC 12.5 MM, SMA, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LB/SY			
RECYCLED ASPH CONC 19 mm SUPERPAVE, GP1 OR 2, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LB/SY			
ASPH CONC OPEN GR CRK RELIEF, BM & HL	110 LB/SY			
MILL EXISTING PAVEMENT 5" DEPTH	N/A			

SR 21 (Mill and Overlay Outside the DDI – I-95 Ramps and SR 21)				
Material	Spread Rate			
RECYCLED ASPH CONC 12.5 MM, SMA, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LB/SY			
RECYCLED ASPH CONC 19 mm SUPERPAVE, GP1 OR 2, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LB/SY			
ASPH CONC OPEN GR CRK RELIEF, BM & HL	110 LB/SY			
MILL EXISTING PAVEMENT (VARIABLE MILL DEPTH AT TRANSITIONS WITH A MINIMUM OF MILL DEPTH OF 1")	N/A			

### Table 11-3: Driveway Pavement Design(s)

Material	Spread Rate			
Residential Asphaltic Concrete Driveways				
RECYCLED ASPH CONC 12.5 mm SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	165 lb/sy			
GRADED AGGREGATE BASE COURSE – 6 INCH DEPTH INCL MATL	N/A			
Commercial Asphaltic Concrete Driveways				
RECYCLED ASPH CONC 12.5 mm SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	165 lb/sy			
RECYCLED ASPH CONC 19 mm SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	220 lb/sy			
GRADED AGGREGATE BASE COURSE – 6 INCH DEPTH INCL MATL	N/A			
Residential Concrete Driveways				
PORTLAND CEMENT CONCRETE – 6"	N/A			
GRADED AGGREGATE BASE – 6" DEPTH	N/A			
Commercial Concrete Driveways				
PORTLAND CEMENT CONCRETE – 8"	N/A			
GRADED AGGREGATE BASE – 10" DEPTH	N/A			

### 11.2.2 Additional Roadway Design Requirements

Supplement the following to Section 11.2.2 of Volume 3

### Table 11-4: Additional Design Criteria For Design-Build Project

Roadway	Functional Classification	Minimum Design Speed, mph	Maximum Grades, %	Superelevation Rate, %
SR 21	Urban Principal Arterial	45*	Match Existing	6%
I-95 Ramps	Interstate	45	Match Existing	N/A

\* Reduces to 35mph within DDI section of SR 21

- a. Cover milled surfaces before they are open to traffic.
- b. Install asphaltic curb behind guardrail when the fill height exceeds 10 feet. When asphaltic curb is installed behind guardrail, ensure installation of concrete spillways with concrete flumes to drain in accordance with the applicable standards, details, and specifications.

#### 11.2.3 Allowable Design Exception(s)/Variance(s)

The following Design Exceptions are being evaluated by GDOT:

• Horizontal Alignment for SR 21

#### 11.2.4 Visual Quality

No additional requirements

#### 11.2.5 Permanent Lighting

#### Supplement the following to <u>Section 11.2.5</u> of Volume 3

Understructure lighting is required under both I-95 overpasses. Existing understructure lighting infrastructure is in place and operational. It will be the DB Team's responsibility to insure the system meets light requirements referenced in Volume 3 Manuals.

#### **11.2.6 Related Transportation Facilities**

#### Supplement the following to <u>Section 11.2.6</u> of Volume 3

The DB Team shall also coordinate with the appropriate Governmental Entities who have jurisdiction for the above Transportation Improvement Programs to determine the extent of the accommodation.

### 11.3 Deliverables

# 12 DRAINAGE

### **12.1 General Requirements**

No additional requirements

### 12.2 Administrative Requirements

### 12.2.1 Data Collection

No additional requirements

### 12.2.2 Coordination with Other Agencies

No additional requirements

### **12.3 Design Requirements**

No additional requirements

12.3.1 Surface Hydrology

No additional requirements

### 12.3.1.1 Design Frequencies

No additional requirements

12.3.1.2 Hydrologic Analysis

No additional requirements

### 12.3.2 Storm Sewer Systems

No additional requirements

### 12.3.2.1 Municipal Separate Storm Sewer System (MS4)

No additional requirements

12.3.2.2 Gutter Spread/Ponding

No additional requirements

### 12.3.3 Hydraulic Structures (Culverts/Bridges)

No additional requirements

### *12.3.3.1* Method Used to Estimate Flows

No additional requirements

### *12.3.3.2* **Design Frequency**

No additional requirements

#### 12.3.3.3 Hydraulic Analysis

No additional requirements

#### 12.3.3.4 Riverine Bridge/Bridge Culvert Design

No additional requirements

#### 12.3.3.5 Bridge Deck Drainage

No additional requirements

#### 12.3.3.6 Drainage Report for Major Stream Crossings

No additional requirements

### **12.4 Construction Requirements**

No additional requirements

### 12.5 Deliverables

# **13 STRUCTURES**

### **13.1 General Requirements**

No additional requirements

### **13.2 Design Requirements**

### 13.2.1 Design Parameters

### 13.2.2 Bridge Decks and Superstructures

No additional requirements

### 13.2.3 Bridge/ Retaining Wall Foundations

No additional requirements

### 13.2.4 Bridge Railing and Barriers

No additional requirements

### 13.2.5 Retaining Walls

No additional requirements

### 13.2.6 Sound Barriers

No additional requirements

### 13.2.7 Drainage Structures

No additional requirements

### 13.2.8 Sign, Illumination, and Traffic Signal Supports

No additional requirements

### 13.2.9 Widening/Modification of Existing Structure

No additional requirements

### 13.2.10 Toll Gantry Structures

No additional requirements

### **13.3 Construction Requirements**

#### 13.3.1 Concrete Finishes

No additional requirements

#### 13.3.2 Structure Metals

No additional requirements

### **13.4 Final Bridge Inspection Prior to Service Commencement**

No additional requirements

### 13.5 Deliverables

# 14 **RESERVED**

# 15 **RESERVED**

## 16 SIGNING, PAVEMENT MARKING, SIGNALIZATION

### **16.1 General Requirements**

No additional requirements

### **16.2 Administrative Requirements**

### 16.2.1 Meetings

No additional requirements

### **16.3 Design Requirements**

### 16.3.1 Final Plans

No additional requirements

### 16.3.2 Permanent Signing and Delineation

Supplement the following to Section 16.3.2 of Volume 3

The DB Team's Signing and Marking Layout must include all signing and marking in the attached Conceptual DDI Signing and Marking Layout (Attachment 16-1) in addition to the MUTCD requirements.

### 16.3.3 Project Signs – Outside the Existing and Proposed ROW

No additional requirements

### 16.3.4 Reserved

### 16.3.5 Specific Service Signs

Supplement the following to Section 16.3.5 of Volume 3

All blue service signs within the project limits will be maintained at all times during construction.

### 16.3.6 Sign Support Structures

No additional requirements

### 16.3.7 Permanent Pavement Marking

No additional requirements

Georgia Department of Transportation

#### 16.3.8 Permanent Signalization

Supplement the following to <u>Section 16.3.8</u> of Volume 3

DB Team shall upgrade the signalization at the ramps and maintaining an interconnection between all signals to ensure optimized traffic signal operations and signal timing within the project limits.

The traffic signal at SR 21 and SR 30 will remain in its current configuration. The DB Team shall perform timing optimization to the signal at this intersection and replace all necessary signal components.

#### *16.3.8.1* Traffic Signal Requirements

Supplement the following to <u>Section 16.3.8.1</u> of Volume 3

DB Team will be responsible for active management of signals and operations during the DDI crossover period and for a minimum of one (1) week while traffic patterns change during peak periods (12 hours). During this time final signal timing will be implemented and modified to provide optimal traffic signal operations. At the end of the one (1) week signal timing will be turned over to District Traffic Operations.

### *16.3.8.2* Traffic Signal Timing Plans

No additional requirements

### 16.3.8.3 Traffic Signal Permit

No additional requirements

### *16.3.8.4* Traffic Signal Support Structures

No additional requirements

### **16.4 Construction Requirements**

### 16.4.1 Permanent Signing and Delineation

No additional requirements

### 16.4.2 Permanent Pavement Marking

No additional requirements

### 16.4.3 Permanent Signalization

No additional requirements

Georgia Department of Transportation

### 16.5 Deliverables

### 16.5.1 Permanent Signing and Delineation

No additional requirements

### 16.5.2 Permanent Pavement Marking

No additional requirements

#### 16.5.3 Permanent Signalization

No additional requirements

## **18 TRAFFIC CONTROL**

### **18.1 General Requirements**

No additional requirements

### **18.2 Administrative Requirements**

### 18.2.1 Transportation Management Plan

No additional requirements

### **18.3 Design Requirements**

### **18.3.1 Traffic Control Plans**

No additional requirements

### 18.3.1.1 Roadway Guidelines

No additional requirements

### 18.3.1.1.1 Design Parameters for Traffic Control

No additional requirements

18.3.1.1.2AllowableShoulder/Lane/RoadwayClosures and Traffic Stage Changes

Supplement the <u>Lane and Shoulder Closure During Design-Build Period Section</u> of Volume 3 with the following:

1. DDI Changeover Work Period

One (1) 47-hour DDI Changeover Work Period will be allowed and must take place between the hours of 9:00 P.M on Friday and 8:00 P.M on Sunday. A complete closure of SR 21 between the ramps will be allowed during the DDI Changeover Work Period. Ramps are to remain open during this period. During the DDI Changeover Work Period the DB Team must complete all traffic shifts required for the final configuration of the interchange. During the DDI Changeover Work Period the DB Team must comply with all other traffic control requirements and implement a Detour. The DB Team shall furnish a minimum of five (5) changeable message signs 30 days prior to the changeover work period to notify the traveling public on SR 21, SR 30, and I-95 of the work. Placement and the message on the changeable message signs will be reviewed and accepted by the Department.

2. SR 21 and All Side Roads

A minimum of one (1) travel lane(s) in each direction shall remain open to the travelling public at all times. An exception to minimum number of lanes open may be allowed for center lane construction subject to approval by GDOT.

Lane closures on SR 21 and all side roads will NOT be allowed between the following hours:

Day	Southbound Lanes	Northbound Lanes		
Monday through Friday	5:00 a.m. to 9:00 a.m.	3:00 p.m. and 7:00 p.m.		

#### 3. I-95 Ramps

A minimum of one (1) travel lane(s) shall remain open to the travelling public at all times. An exception to minimum number of lanes open may be allowed for center lane construction subject to approval by GDOT.

Lane and shoulder closures on the I-95 ramps will NOT be allowed between the following hours:

Day	Southbound Lanes	Northbound Lanes		
Monday through Friday	5:00 a.m. to 9:00 a.m.	3:00 p.m. and 7:00 p.m.		

### 4. I-95 Mainline

No lane closures will be allowed on the I-95 mainline at any time.

### **18.4 Construction Requirements**

### 18.4.1 DB Team Responsibility

No additional requirements

### **18.4.2 Access**

No additional requirements

### 18.4.3 Detours

### Supplement the following to <u>Section 18.4.3</u> of Volume 3

DB Team shall coordinate with GDOT, adjacent Governmental Entities and other third parties as appropriate to plan and implement a detour prior to the DDI Changeover Work Period. Additionally the DB Team is responsible for a Detour Public Meeting and the setting up of temporary changeable message signs a minimum of 30 days before the DDI Changeover Work Period. This public meeting may be expanded to educate the

Georgia Department of Transportation

public on the scope of the project and what benefits will come of the DDI configuration. Public outreach may need to target to the trucking industry due to the high volume of trucks in the corridor.

## **19 MAINTENANCE DURING THE DESIGN-BUILD PERIOD**

### **19.1 General Requirements**

#### 19.1.1 Reserved

### **19.1.2 GDOT Obligation to Repair**

No additional requirements

### **19.2** Construction Maintenance Limits Plan

No additional requirements

## 23 SUBMITTALS

### 23.1 General

No additional requirement

## 23.2 Design Submittals and Progress of Design Work

### Supplement the following to <u>Section 23.2</u> of Volume 3

The DB Team shall provide Project Submittals detailed in Table 23-1: Master Submittal List below. Each required Submittal shall be delivered to GDOT in conformance of the review times provided below. The times provided are specifically for the review period required for GDOT to comment and GDOT to subsequently accept if all requirements of the DB Documents are met. Accuracy, completeness, and time spent to address GDOT comments are the responsibility of the DB Team. Not all submittals listed in Table 23-1 may be required for the Project and some submittals may be combined into a single submittal such as the management plans; DB Team shall coordinate with GDOT in determining if submittals may be omitted or combined.

ASC	Point File for Survey Data
AR	As Required
DTM	Digital Terrain Model
FS	Full-size paper – meets GDOT Plan Presentation Guide
HC	Hard Copy – 8 ½ x 11 unless otherwise noted
HS	Half-size paper – meets GDOT Plan Presentation Guide
MP	Microsoft Project
MS	MicroStation File – Electronic
NA	Not Applicable
NTP	Notice to Proceed
PAS	Per Approved Schedule
PDF	Adobe PDF – One complete file and individual plan sheet files meets GDOT
FUF	Electronic Plans Process

#### **ABBREVIATIONS FOR TABLE**

## Table 23-1: Master Submittal List

Section	Volume	Submittal Item	Format Quantity Delivery Date		Review Period* (Days)	
Volume 1		•				
EXB 1	1	Schedule of Values	AR, PDF	1	Within 15 Days from NTP 1	14
Volume 3						
2	3	Schematic Plan of Project	AR, PDF	1	At time of proposal submission	NA
23	3	Construction Phasing Plan	AR, PDF	1	Within 30 Days from NTP 1	30
23	3	Design and Construction Quality Records	AR, PDF	1	Always auditable; Submit at project completion	NA
23	3	ÿ		1	within 7 days of Design Review meetings	7
Managem	nent Plans					
2	2 3 Project Management Plan and any updates		AR, PDF	1	See Section 2 of Volume 3	30
2	3	Design Quality Management Plan	AR, PDF	1	As part of Quality Management Plan	N/A
2	3	Construction Quality Management Plan	AR, PDF	1	See Section 2 of Volume 3	30
2	3	Quality Management Plan	AR, PDF	1	Within 30 Days from NTP 1	30
2	3	DB Team Internal Quality Audits	AR, PDF	1	As needed	NA
2	3	DB Team Non-Conformance Reports	AR, PDF	1	As needed	NA
Schedule	S	•				
2	3	Preliminary Baseline Schedule	AR, FS, HS, P6, PDF	1, 3, 1	With Proposal	14
2	3	Project Baseline Schedule	AR, HS, P6, PDF	3, 1, 1	Within 30 Days from NTP 1	30
2	3	Revisions to Project Baseline Schedule	AR, HS, P6, PDF	3, 1, 1	As required	5
2	3	Monthly Status Schedule Update	AR, HS, PDF	1	Monthly	NA
Existing I	nfrastruct	ure			·	
19	3	Construction Maintenance Limits Plan	AR, PDF	1	Within 150 Days from NTP 1	30
2	3	Pre-Construction Photos and Videos	AR, PDF	1	Within 180 Days from NTP 1, prior to	30

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
					construction	
Environm	nental					
4			AR, PDF	1	As needed, per the approved Submittal Schedule	Table 4-1
4	3	Section 404, CWA, permit	AR, PDF	1	**	Table 4-1
4	3	Water Quality Certification (concurrently with the USACE Nationwide Permit)	AR, PDF	1	**	Table 4-1
4	3	Applications to Regulatory Agencies, Application revisions, supplements	AR, PDF	1	As needed	***
Utilities						
6	3	Supplemental verification of Overhead/Subsurface Utility Engineering (SUE)	AR, MS	1	NTP (1) + 45 Calendar Days (Or as Determined by State Subsurface Utilities Engineer at the SUE Kick-Off	NA
		Investigations - QL-B	PDF		meeting which is concurrent with the first utility coordination meeting)	
6	3	SUE Utility Impact Analysis "UIA"	AR, PDF	1	NTP 1 + 120 Calendar Days (Or as Determined by State Subsurface Utilities Engineer at the SUE Kick-Off meeting which is concurrent with the first utility coordination meeting)	NA
6	3	Overhead/Subsurface Utility Engineering (SUE) Investigations - QL-A	AR,MS,PDF	Plans: 2 for each Utility Owner +3 for Dept. and MS files	UIA + 45 Calendar Days	NA
6	3	Overhead/Subsurface Utilities Engineering (SUE) Information to Utilities for Review (URPN Letter 1a - SUE Submit to Utility Companies Revise)	FS,HS,PDF, MS	Plans: 2 for each Utility	NTP 1 + 5 Calendar Days (Or as Determined by District Utilities Engineer at SUE Kick-Off meeting)	5 days for Dept. + 30

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
				Owner +3 for Dept. and MS files		days for each Utility Owner
6	3	Relocated Utility Plans (URPN Letter 2 - 2nd Submission Letter (Existing and Proposed))	FS,HS,PDF, MS	3, 1	Concurrently w/ Accepted SUE Verification by Utility Owner	5 days for Dept. + 90 days for each Utility Owner
6	3	Utility Retention Request	AR, PDF	1	As needed	14
6	3	Preliminary Utility Status Report (URPN Letter 6 - Notice to Proceed with Permit)	HC, PDF	Agreement s: 3 hard copy, 1 electronic pdf Plans: 2 for each Utility Owner + 3 for Dept. and MS files	NTP 1 + 180 Days Concurrently w/ Accepted Relocated Utility Plans	10- days + 5 days
6	3	Utility Plans/Agreements (Utility NTP Letter)	Plans/ Agreements HS,PDF,MS	1, 3, 1, 1		Agreeme nts: 30 days for Dept. + 60 days

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
						for each Utility Owner
						Plans: 30 days
6	3	Utility A/O Claims of Real Property Interests	AR, PDF	1	See Section 6 of Volume 3	14
6	3	Utility Adjustment Field Modification Procedure	AR, PDF	1	Prior to submittal of any Utility Work Plan	14
6	3	Utility As-Built Plans	FS, HS, PDF, MS	1	Concurrently w/Accepted Construction As-Built Plans	Plans: 30 days Departm ent 30 days for Utility Owners
6	3	All Utility Meeting Minutes	AR, PDF	1	Within 7 days of Utility Meeting	7
Geotechn	nical				•	
8	3	Geotechnical Reports	AR, PDF	1	See Section 8 of Volume 3	30
8	3	Pavement Design Reports	AR, PDF	1	See Section 8 of Volume 3	30
Survey						
9	3	Survey Control Package	AR, ASC, PDF	1	Per the approved Submittal Schedule	30
9	3	Property Owner Notification Letters	AR, PDF	1	As needed	10
9	3	Bound Field Notes	AR, PDF	1	Prior to Project Completion	14
9	3	Topographic Mapping	AR, DTM, PDF	1	See Section 9 of Volume 3	14
Grading/F	Roadway					
11	3	Vibration Control Plan	AR, PDF	1	See Section 11 of Volume 3	14
Drainage						

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
12	3	Drainage Design Report (Phased)	AR, PDF	1	Per the approved Submittal Schedule	30
12	2	Storm Sewer Drainage Report(s)	AR, PDF	1	Per the approved Submittal Schedule	14
12	3	Annual Outfall Inspection Report	AR, PDF	1	Within 30 days of Annual DB Team Inspection	30
Structure	es/Bridges		·	•	· · ·	
13	3	Preliminary Wall Layouts	AR, FS, HS, PDF	2, 6, 1	**	14
13	3	Final Wall Plans	AR, FS, HS, PDF	2, 6, 1	**	30
Signing,	Pavement	Marking and Signalization				
16	3	Preliminary Signing & Marking, Signal Plans (per phase)	AR, FS, HS, PDF	2, 6, 1	Per the approved Submittal Schedule	45
16	3	Final Signing & Marking, Signal Plans	AR, FS, HS, PDF	2, 6, 1	Per the approved Submittal Schedule	45
16	3	Preliminary Permanent Signing Transition Plan	AR, PDF	1	120 Days prior to DDI Transition Period	21
16	3	Final Permanent Signing Transition Plan	AR, PDF	1	60 Days prior to DDI Transition Period	14
16	3	Traffic Signal Permitting /Engineering Study (per phase)	AR, PDF	1	Per the approved Submittal Schedule	30
16	3	New Sign requests	AR, PDF	1	As needed	14
16	3	Traffic Signal Timing Plans	AR, PDF	1	Per the approved Submittal Schedule	14
16	3	Traffic Signal O & M Documentation	AR, PDF	1	Per the approved Submittal Schedule	14
Traffic Co	ontrol					
18	3	Transportation Management Plan	AR, PDF	1	Within 120 Days from NTP 1	30
18	3	Traffic Control Plans (each Phase)	AR, PDF	1	Per the approved Submittal Schedule	14
Additiona	al Submitta	als				
23	3	Preliminary Plans (50%) (complete set)	AR, FS, HS, PDF	6, 10, 1	**	14
23	3	Interim Design Submittals	AR, FS, HS, PDF	6, 10, 1	As requested by DB Team	30

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
23	3	Final Plans (90%) per Construction Phase (complete set)	AR, FS, HS, PDF	6, 10, 1	**	30
23	3	Notice of Intent (NOI) with final/signed Erosion Control Plans	AR, PDF	1	**	14
23	3	WFI (Wall Foundation Investigation)	AR, PDF	1	**	14
23	3	Shop Drawings	AR, PDF	1	**	14
23	3	Temporary Works - where public safety may be affected	AR, PDF	1	**	14
23	3	Plan Revisions During Construction	AR, PDF	1	**	14
23	3	Record Drawings (As-Built Plans) per Construction Phase	AR, FS, HS, PDF	6, 10, 1	**	14
23	3	Drainage Plans	AR, FS, HS, PDF	2, 6, 1	**	30
23	3	Hydraulic and Hydrology Report	AR, PDF	1	**	30
23	3	Pavement Joints and Elevations	AR, PDF	1	**	14
23	3	Restoration/Mitigation	AR, PDF	1	**	14
23	3	Landscaping and Permanent Erosion Control Plans	AR, FS, HS, PDF	2, 6, 1	**	14
23	3	Temporary Erosion Control Plans	AR, FS, HS, PDF	2, 6, 1	**	14
23	3	Design Specifications, Reports, Whitepapers,etc.	AR, PDF	1	**	14
All	All	Meeting Minutes	AR, PDF	1		7

\*Review period is the period required for the generation of comments or the review time to determine the sufficiency of the document and the state or status of the document per Section 23.3. Multiple review periods shall be planned for "Accepted by GDOT" status.

If a submittal is not listed the review time shall be 30 days.

	ABBREVIATIONS TABLE					
ASC	Point File for Survey Data					
AR	As Required					
DTM	Digital Terrain Model					
FS	Full-size paper – meets GDOT Plan Presentation Guide					

Georgia Department of Transportation

\*\* Based upon the accepted Baseline Schedule \*\*\* Time of review will be based upon actual impact to project \*\*\*\* See Technical Provisions

HC	Hard Copy – 8 1/2 x 11 unless otherwise noted
HS	Half-size paper – meets GDOT Plan Presentation Guide
MP	Microsoft Project
MS	MicroStation File – Electronic
NTP	Notice to Proceed
PAS	Per Approved Schedule
PDF	Adobe PDF – One complete file and individual plan sheet files meets GDOT Electronic Plans Process

#### 23.2.1 Construction Phasing and Additional Submittal Requirements

No additional requirement

### 23.3 Submittals Process

No additional requirement

### 23.4 Shop Drawings and Temporary Work Submittals

No additional requirement

#### 23.4.1 General

No additional requirement

#### 23.4.2 Work Items Requiring Shop Drawings

No additional requirement

#### 23.4.3 Schedule of Submittals

No additional requirement

#### 23.4.4 Style, Numbering, and Material of Submittals

No additional requirement

#### 23.4.5 Submittals and Copies

No additional requirements

#### 23.4.6 Processing of Shop Drawings

No additional requirements

### 23.4.7 Other Requirements for Shop Drawings for Bridges

No additional requirements

### 23.4.8 Modifications on Construction

No additional requirements

### 23.5 As-Built Plans

No additional requirements

# **Technical Provisions**

# For

# **Design-Build Agreement**

# SR 21 at I-95 Diverging Diamond Interchange Project

# PI No.0012722

# **VOLUME 2 ATTACHMENTS**

Table of Contents

- Attachment 1-1 Conceptual Layout
- Attachment 4-1 Environmental Commitments (Green Sheet)
- Attachment 6-1 <u>Memorandum of Understanding (to be added as available)</u>
- Attachment 16-1 Conceptual DDI Signing and Marking Layout

# **Technical Provisions**

# For

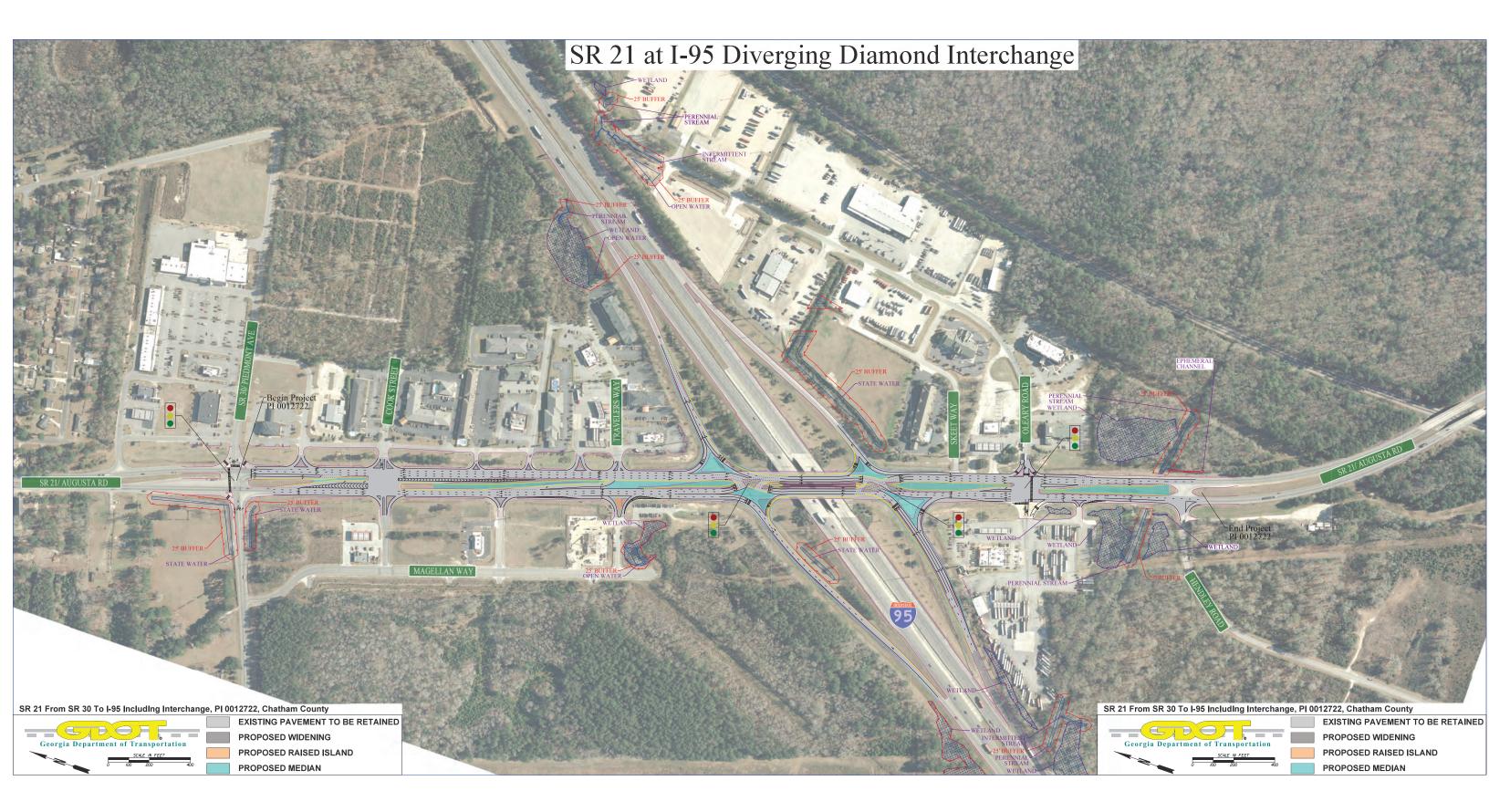
# **Design-Build Agreement**

## SR 21 at I-95 Diverging Diamond Interchange Project

# PI No.0012722

# Attachment 1-1

# **CONCEPTUAL LAYOUT**



# **Technical Provisions**

# For

# **Design-Build Agreement**

# SR 21 at I-95 Diverging Diamond Interchange Project

# PI No.0012722

Attachment 4-1

# **ENVIRONMENTAL DOCUMENT (GREEN SHEET)**

#### **ENVIRONMENTAL COMMITMENTS TABLE**

Pl#: 0012722, County: Chatham

Date Updated: 12/5/2014 | Stage: CE Approval Transmittal Date for Plans Reviewed by OES (if applicable): N/A

Review	The GDOT project manager (PM) asserts that	The engineer of record (EOR) asserts that plans	Air/Noise: _	MK 12/4/14	Arch:	SW 12/2/14
If no commitments,		incorporate or will incorporate commitments if applicable.	Eco:	HP 12/3/14	Hist:	DA 12/3/14
NEPA may approve for all.	GDOT PM: Signature/Date: 12/ 8 / 20/4/	Signature/Date 12/5/14	NEPA:	DB 12/8/14		
lot chi.	Signature/Date. 12/1/2017	Signature/Date				

### A. Resources to be Delineated on the Plans and/or Listed in the Environmental Resource Impact Table (ERIT)

				Name and Date of Report or	Correctly Shown?	
Resource Name		Permitted Construction Activity	Refer to	Transmittal	Plan Sheet	ERIT
A-1	Wetland (WL) 1	No Impact	C-1	October 2014 Ecology Assessment of Effects Report	No	No
A-2	WL2	66	86	4	66	и
A-3	Intermittent Stream (IS) 3	66	4	"	66	65
A-4	IS 3 Buffer	66	66	<u>u</u>		64
A-5	WL4	"	4	66	66	66
A-6	WL 5	56	\$E	4	66	64
A-7	Ephemeral Channel (EC) 6	44	"	64	66	u
A-8	EC 6 Buffer		66		4	4
A-9	Perennial Stream (PS) 7 (at SR 21)	66	66	6	56	и
A-10	PS 7 Buffer (at SR 21)	66	u	64	66	ű
A-11	PS 7 (at I-95)	66	66	4	66	- u
A-12	PS 7 Buffer (at I-95)	"	4	"		88
A-13	PS 8	66	66	64 22	66	66
A-14	PS 8 Buffer	"	4	£6	54	65
A-15	IS 9	46	4	65	66	66
A-16	IS 9 Buffer	66	<b>61</b>	6	65	66
A-17	Wetland 10	£6	£1	66	66	"
A-18	Wetland 11	"	11	66	51	68
A-19	Wetland 12	66	22	66	66	86
A-20	Wetland 13	66	4	66	EL	4
A-21	Wetland 14	£5	4	66	64	64
A-22	SW 15	66	£4	64	66	66
A-23	State Water (SW) 15 Buffer	66	ú	4	66	68
A-24	SW 16	66	"	6	64	44
A-25	SW 16 Buffer	65	- 4	68	66	66
A-26	Wetland 17	25	64	e de la constante de la consta	"	85
A-27	OW 18	66	58	66	4	65
A-28	OW 18 Buffer	66	4	<u>46</u>	66	"
A-29	OW 19	66	4	64	64	66

Estimated Costs are for planning purpose only, in current dollars as of date updated.

### ENVIRONMENTAL COMMITMENTS TABLE

Pl#: 0012722, County: Chatham

#### Date Updated: 12/5/2014 | Stage: CE Approval Transmittal Date for Plans Reviewed by OES (if applicable): N/A

A-30	OW 19 Buffer	66	66	66	86	66
A-31	Wetland 20	"	"	56	66	56
A-32	PS 21	22	66		£6	- 4 -
A-33	PS 21 Buffer	"	6	6	er er	66
A-34	OW 22	16	66	66	65	65
A-35	OW 22 Buffer	11	66	66	66	66
A-36	IS 23	66 E	66	ff	et .	66
A-37	IS 23 Buffer		66	66	66	66
A-38	IS 24		66	66	66	48
A-39	IS 24 Buffer	66	1. CC C	66	64	<b>u</b> =
A-40	Wetland 25		¢2	<b>- 4</b> ×	2 <b>2</b>	61
A-41	SW 26	66	a 11 - a 11 - a	u	66 <u> </u>	et =
A-42	SW 26 Buffer	66	66	66	"	66 St.
A-43	SW 27	"	ti	"	11	66
A-44	SW 27 Buffer		2 <b>H</b>		ű	а — а
A-45	Wood stork	Construction activities within suitable foraging habitat, such as within the wetland areas; shallow, seasonally flooded roadside ditches; and small open waters of the project area such that harm to the wood stork is avoided	B-1	October 2014 Ecology Assessment of Effects Report and Special Provision 107.23G October 2, 2014		α

#### B. Special Provisions (Attach all special provisions with transmittal letters to the commitments table, if available)

Special Provision		Purpose	Est. Cost	SP's Latest Date
B-1	SP 107.23.G	For the protection of wood stork	Negligible	October 2, 2014

#### C. ERIT Comments and Design Features (Description: For ERIT Comments, provide exact wording for the comments section of the ERIT)

ERIT Comment or Design Feature		Description		Correctly Shown?
C-1	ERIT Comment	The contractor shall ensure that no construction-related activities (such as the use of easements, staging, construction, vehicular use, borrow or waste activities, sediment basins, and trailer placement), other than those shown on the approved plans, occur within the boundary of this resource. See Section A for applicable resources.	\$0	Yes

#### D. Necessary Permits, Buffer Variances and Mitigation Credits

Permit, Variance, etc.		Add'I Info (permit expiration date, number of credits needed, etc)		Acquired?	
D-1	Notice of Intent (NOI) for NPDES	The Office of Bidding Administration and Construction Contractor will submit a NOI to the NPDES General Permit following award of the contract but prior to construction.	Negligible	Will be acquired following letting	
E Other Commitments or Requirements (Status: Pro, and Post - Complete or Incomplete: During - Signature Postd)					

#### E. Other Commitments or Requirements (Status: Pre- and Post – Complete or Incomplete; During – Signature Req'd)

Committee and	Beenensible party	<b>F</b> ( <b>O</b> )	0	
Commitment	Hesponsible party	Est. Cost	Status	
	ricoportoible purty		Olaluo	

Page 2 of 3

Estimated Costs are for planning purpose only, in current dollars as of date updated.

### ENVIRONMENTAL COMMITMENTS TABLE

Pl#: 0012722, County: Chatham

Date Updated: 12/5/2014 | Stage: CE Approval Transmittal Date for Plans Reviewed by OES (if applicable): N/A

E-1	During	For any lane closures, it will be the responsibility of the Contractor to coordinate with the local governments, school board, and emergency services personnel for any proposed weekend bridge closure and detours.	GDOT Innovative Delivery/Design-Build Contractor	Negligible	Incomplete
E-2	Pre	The project area is to be studied for the feasibility of BMPs. If feasible, Georgia DOT and the Construction Contractor will submit the MS4 permit following award of the contract but prior to construction.	GDOT Innovative Delivery/Design-Build Contractor	Negligible	Incomplete

Total Estimated Cost \$0

If Project is Complete or Under Construction, Area or Construction Engineer affirms that all Special Provisions, Plan Notes and During Construction Commitments were or are being adhered to during the project's construction. Please Print Name and Title: \_\_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_ Please provide an explanation if unable to sign.

# **Technical Provisions**

# For

# **Design-Build Agreement**

# SR 21 at I-95 Diverging Diamond Interchange Project

# PI No.0012722

# Attachment 6-1

# MEMORANDUM OF UNDERSTANDING

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

#### INTERDEPARTMENT CORRESPONDENCE

FILE Chatham County PI No. 0012722 **Office** Utilities- Atlanta

Date February 10, 2015

# MID

FROM Michael J. Bolden, State Utilities Engineer

TO Karon Ivery, District Engineer, Jesup Attn.: Dallory Rozier, District Utilities Engineer

#### SUBJECT Executed Memorandum of Understanding – Design Build

Attached for your use are two copies (originals) of the Memorandum of Understanding (MOU) for the above project which has been executed by the Department. Please forward one copy each of the MOU to **Bellsouth Telecommunications LLC dba AT&T**.

If you have any questions contact, Jun Birnkammer at 404-347-0606.

MB: LU: JB

Attachment

-----

#### 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 Bellsouth Telecommunications LLC d/b/a AT&T Georgia (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):

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

Design Construction

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

Design Construction

#### If both are checked, please leave page 6 blank.

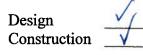
As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be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

None \_\_\_\_\_

Excluded Items

Comments:\_\_\_\_\_

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



#### 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 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 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 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 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.
  - The requirements of said law and regulations do not prevent the use of miscellaneous steel or c. 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)

 $\frac{2-4-15}{(\text{Date})}$ 

MGR OSP PLNG& Pesign

(Title)

APPROVED FOR THE DEPARTMENT BY:

1 9. Bolda

<u>2-10-15</u> (Date)

(Signature)

STATE UTILITIES ENGINEER

## **Pre-Approved Contractor List**

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

## Please provide a minimum of three.

#### **Pre-Approved Design Consultant List**

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

### INTERDEPARTMENT CORRESPONDENCE

FILE Chatham County PI No. 0012722 **Office** Utilities- Atlanta

Date February 10, 2015

## MIB

FROM Michael J. Bolden, State Utilities Engineer

TO Karon Ivery, District Engineer, Jesup Attn.: Dallory Rozier, District Utilities Engineer

## SUBJECT Executed Memorandum of Understanding – Design Build

Attached for your use are two copies (originals) of the Memorandum of Understanding (MOU) for the above project which has been executed by the Department. Please forward one copy each of the MOU to Atlanta Gas Light (AGL).

If you have any questions contact, Jun Birnkammer at 404-347-0606.

MB: LU: JB

Attachment

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 Atlanta Gas Light (AGL) (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:

N/A 

#### 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):

## <u>Option 1</u>: 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:

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

#### 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 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 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 preapproved/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 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 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)

Vice President, Operations

(Title)

APPROVED FOR THE DEPARTMENT BY:

mill J. Bold (Signature)

<u>1-29-15</u> (Date)

<u>2-10-15</u> (Date)

STATE UTILITIES ENGINEER

## **Pre-Approved Contractor List**

Company Name: Address: Phone: Contact Person: E-Mail: SEE ATTACHED SHEET

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

#### Please provide a minimum of three.

## **Pre-Approved Design Consultant List**

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

Atlanta Gas Light Pre-Approved Contractor List Project: 0012722 SR 21 @ I-95 Operational Improvements Date: January 20, 2015

			The All ADDRESS ALL - AND	The second se	25 - 12 26 26				
First Name -	Last Name V	Company Name	t S S	State 💌	Tale	Work Phone	Wontei	Email Name	
Kewn	Adams	Southeast Connections	Conyers	GA	VP Operations	404-659-1422	240	240 kadams@secomections com	
Jason	McCanles	Benton-Georgia, LLC	Douglasville	GA	Regional Manager	678-951-7667		เกตรณายรณิขอยาไอก-ดุยอกดูเล com	
Bryan	Boyd	Gunter Construction Company, Inc. Lawrenceville	Lawrenceville	GA	President	770-963-7760	201	201 bboyd@gurterconst.com	-
Doug	Suddeth	Player & Company	Atlanta	GA	President	404-725-4731		dsuddeth@plaverco.com	
John	Walker	CEDS Construction	Cumming	GA	٨P	770-889-2361	14	14 Imalker ceds@belsouth.net	-
Payton	Crawford	Pride Utility	Cumming	g	Operation Manager	770-532-0085		ocrawford@priderAlity.com	-
Tony	Pittman	Southern Pipeline, Inc.	Winder	ß	Owner	770-589-5184		southempipeline@aol.com	
Lance	Souther	01 anna Cruthar Inc	Macon	GA	President	478-742-2292		ance@dsi.us	
Edmund	Zammit		Macon	GA		478-742-2292		edmund@dfsi.us	
Dooley	Eaves	Traus Constitution 11 C	Commerce	ß	Regional Manager	706-336-0063	201	201 deaves@troyconstruction.com	2
Casey	Colbey	HID) CONSULATION, LEC	Commerce	GA	Estimating	706-336-0063	203	203 ccobev@royconstruction com	

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE Chatham County PI No. 0012722 Office Utilities- Atlanta

Date February 6, 2015

mars

**FROM** Michael J. Bolden, State Utilities Engineer

TO Karon Ivery, District Engineer, Jesup Attn.: Dallory Rozier, District Utilities Engineer

## SUBJECT Executed Memorandum of Understanding – Design Build

Attached for your use are two copies (originals) of the Memorandum of Understanding (MOU) for the above project which has been executed by the Department. Please forward one copy each of the MOU to the **City of Port Wentworth**.

If you have any questions contact, Jun Birnkammer at 404-347-0606.

MB: LU: JB

Attachment

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 City of Port Wentworth (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:

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- 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)
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- \_\_\_\_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:

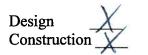
3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

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):

<u>Option 1</u>: 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):



## 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 X

Excluded Items

Comments:\_\_\_\_\_

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

Design	
Construction	<u></u>

## 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 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 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 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 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

(Date)

(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

<u>2-6-15</u> (Date)

STATE UTILITIES ENGINEER

## **Pre-Approved Contractor List**

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

NA

Company Name: Address: Phone: Contact Person: E-Mail:

### Please provide a minimum of three.

## **Pre-Approved Design Consultant List**

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE Chatham County PI No. 0012722 Office Utilities- Atlanta

Date February 6, 2015



FROM Michael J. Bolden, State Utilities Engineer

TO Karon Ivery, District Engineer, Jesup Attn.: Dallory Rozier, District Utilities Engineer

## SUBJECT Executed Memorandum of Understanding – Design Build

Attached for your use are two copies (originals) of the Memorandum of Understanding (MOU) for the above project which has been executed by the Department. Please forward one copy each of the MOU to **Comcast**.

If you have any questions contact, Jun Birnkammer at 404-347-0606.

MB: LU: JB

Attachment

### 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 Comcast (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:\_\_\_\_\_

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

Design	0
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 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 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 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 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:

al Muna (Signature)

<u>|-27-15</u> (Date)

CONSTRUCTION GUPERVISION

(Title)

APPROVED FOR THE DEPARTMENT BY:

Mich & Bolden

(Signature)

 $\frac{2-6-15}{(\text{Date})}$ 

STATE UTILITIES ENGINEER

## Pre-Approved Contractor List

Company Name: South Eact Utilities of GA, TNC Address: 2839A Highway 80 Garden, City, 64 31408 Phone: 99-966-1812 Contact Person: Allan Meeks E-Mail: CCU Savanah @ Comcast, Net

Company Name: Address: Phone: **Contact Person:** E-Mail:

**Company Name:** Address: Phone: Contact Person: E-Mail:

Please provide a minimum of three. COMCAST ONLY USES ONE.

#### **Pre-Approved Design Consultant List**

Company Name: Hal-Tech, INC Address: 5404 Hoover Blud, Svite# 3 Tampa, Florida 33634 Phone: 813 - 200 - 8666 Contact Person: Rick Cole E-Mail: WTCOle @hel-tech.com

Company Name: Address: Phone: **Contact Person:** E-Mail:

Company Name: Address: Phone: **Contact Person:** E-Mail:

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

#### INTERDEPARTMENT CORRESPONDENCE

FILE Chatham County PI No. 0012722 **Office** Utilities- Atlanta

**Date** January 28, 2015

## TB

FROM Michael J. Bolden, State Utilities Engineer

TO Karon Ivery, District Engineer, Jesup Attn.: Dallory Rozier, District Utilities Engineer

## SUBJECT Executed Memorandum of Understanding - Design Build

Attached for your use are two copies (originals) of the Memorandum of Understanding (MOU) for the above project which has been executed by the Department. Please forward one copy each of the MOU to **Georgia Power Distribution**.

If you have any questions contact, Jun Birnkammer at 404-347-0606.

MB: LU: JB

Attachment

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# 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 - Distribution (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
- $\underline{\mathbf{x}}$  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):

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

Design <u>x</u> Construction <u>x</u>

# 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: ALL MATERIALS SHALL BE OBTAINED FROM GEORGIA POWER COMPANY.

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 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 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 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 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:

Mark fild (Signature)

<u>- 20-15</u> (Date)

PROJECT MER.

(Title)

APPROVED FOR THE DEPARTMENT BY:

9. Bolok (Signature)

 $\frac{1-28-15}{(Date)}$ 

STATE UTILITIES ENGINEER

## **Pre-Approved Contractor List**

LIST ON FILE AT GOOT STATE UTILITIES OFFICE

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: Contact Person: E-Mail:

Company Name: Address: Phone: **Contact Person:** E-Mail:

### Please provide a minimum of three.

#### **Pre-Approved Design Consultant List**

Company Name: Address: Phone: Contact Person: E-Mail:	LIST	00	 AT STAT	ies oface	
Company Name: Address: Phone: Contact Person: E-Mail:					
Company Name: Address: Phone: Contact Person: E-Mail:					

## **GEORGIA POWER COMPANY**

		Design C	ontractors			
Name	Contact	Phone Number	Email	Address		
TRC	Brad Benson	770-554-0225 470-345-6865	bbenson@trcsolutions.com	2976 Chapel Hill Rd, Suite 100, Douglasville, GA 30135		
UC / Synergetic	Mark Murray	770-835-0319	mmurray@ucsinc.com	1700 Water Place, Suite 100, Atlanta, GA		
X-Line	L. Bryan Powell	770-459-5939	bryan.powell@x-lineinc.com	P.O.Box 1004, Villa Rica, GA 30180		
Construction Contractors						
Name	Contact	Phone Number	Email	Address		
Associated Diversified	Quentin Gillette Kelli James	(256) 351 <b>-8</b> 622	ggillette@wearediversified.com kiames@wearediversified.com	2910 Hwy 31 NW Hartselle, AL 35640		
MasTec	Ron Moody Ron Martin	850-562-2135	ron.moody@mastec.com ronnie.martin@mastec.com	800 S. Douglas Road, 12th Floor Coral Gables, FL 33134		
Pike Electric	Todd Badgett Matt Simmons	333-719-4431 336-719-4508	tbadgett@pike.com msimmons@pike.com	P.O. Box 868,100 Pike Way Mount Airy, NC 27030		
Service Electric	Jody Shea	(423) 265-3161 x102	ishea@serviceelectricco.com	1631 East 25th Street PO Box 3656		
Sumter Utilities	Mikell Murray	843-725-9521	jmmurray@suimail.com	1151 North Pike West Sumter, SC 29151		
Utilicon	Jimmy Glover	(478) 348-3233	j.glover@utilicon.net	13275 Highway 231 Davisboro, Ga 31018		
Williams	Rick Falls	704-484-1881	rick.falls@4weco.com	PO Box 2367 Sheiby, NC 28151-2367		

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 \_\_\_\_\_

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):

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

Design X Construction X

# 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 TS - GPC MOL DUTACE ADDEN DUM
	MOU DUTAGE AODEN DUM ALL MATERIALS MUST BE ALQUINED 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 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 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 preapproved/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 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 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.

APPRO D FOR THE OWNER BY: (Signature)

2/12/13 (Date)

Transmission Planning & Operations GM

(Title)

APPROVED FOR THE DEPARTMENT BY:

Mill Q. Bolgh

(Signature)

-12-15

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 thi	is 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 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 ElectricAddress:1631 East 25<sup>th</sup> Street, Chatanooga, TN 37404Phone:423-265-3161Contact Person:Jody SheaE-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: <u>rbryan@enercon.com</u>

## **Georgia Department of Transportation**

## **Technical Provisions**

## For

## **Design-Build Agreement**

## SR 21 at I-95 Diverging Diamond Interchange Project

## PI No.0012722

## Attachment 16-1

## CONCEPTUAL DDI SIGNING AND MARKING LAYOUT

