

Georgia DOT Project:  
GDOT P.I.

**DESIGN-BUILD  
MEMORANDUM OF UNDERSTANDING**

between the  
Georgia Department of Transportation (hereinafter the DEPARTMENT)  
and

\_\_\_\_\_ (hereinafter the  
OWNER)

Whereas the DEPARTMENT proposes to undertake a design-build project hereinafter referred to as PROJECT to \_\_\_\_\_ in \_\_\_\_\_ County, Georgia by contract as authorized by O.C.G.A. § 32-2-81; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Build Team, including a combination of contractors, design consultants (or design consultant team), and other entities working together to design and build the PROJECT, hereinafter referred to as CONTRACTOR; and the utility owner hereinafter referred to as the 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 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 Contractor for the 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:

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### 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING, including the following commitments by OWNER, shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT and the Owner to enter into a Standard Utility Agreement (SUA), if the Owner is claiming a Prior Right and is self-performing after the PROJECT is awarded to the CONTRACTOR. Prior to Project Let, 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, which will be developed by the CONTRACTOR and provided to the OWNER after the PROJECT contract is awarded by GDOT shall be used by the DEPARTMENT as the final basis for the SUA for OWNERS selecting option 3A. **Betterment costs will be the OWNER'S responsibility.**

OWNER hereby makes the following commitments with regard to the PROJECT:

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

Design \_\_\_\_\_  
Construction \_\_\_\_\_

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

**Option 1: Work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors at the CONTRACTOR'S cost.**

Design \_\_\_\_\_  
Construction \_\_\_\_\_

**Option 2: Work to be performed by the CONTRACTOR at the CONTRACTOR'S cost (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 \_\_\_\_\_  
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 and submit a No Conflict GUPS Permit.
3. After award of the PROJECT, the CONTRACTOR will research and verify any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by the OWNER'S pre-approved design consultant and/or contractor.
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 project manager 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. Final acceptance of the utility relocation work is accomplished by the execution of the Utility Facility Relocation Acceptance Form. The CONTRACTOR shall provide the OWNER with a complete set of "As-Built Plans" for review and approval reflecting the relocation work performed by the CONTRACTOR. Upon completion of the Utility Facility Relocation Acceptance Form and the exchange of the final OWNER approved "As-Built Plans", the OWNER will operate and maintain the installed facilities going forward based on the date of execution of the Utility Facility Relocation Acceptance Form by the DEPARTMENT.
8. For 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. All Utility work included in the PROJECT's contract and Utility work completed by the OWNER that is reimbursed by the DEPARTMENT through an agreement shall be 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 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, and 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 Developer for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and 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 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)

\_\_\_\_\_  
(Date)

STATE UTILITIES ADMINISTRATOR

### **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: