PUBLIC INTEREST DETERMINATION
MEMORANDUM OF UNDERSTANDING
between the
Georgia Department of Transportation (hereafter the DEPARTMENT) and
City of Savannah (hereafter the OWNER)

Whereas the DEPARTMENT proposes to undertake a project hereafter referred to as PROJECT to Construct on new alignment a 4 lane highway from SR 21/SR 25 to SR 21 SPUR, Georgia by contract through competitive bidding procedures; 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 or a compensable property interest, 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 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 highway 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:
  ___ Industrial & 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
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:

NONE

3. Installation

OWNER desires the following to be installed by the DEPARTMENT as part of the PROJECT. Installation of additional required facilities, appurtenances, etc. as required by the PROJECT shall be installed by the OWNER.
Insert here or attach a detailed description of proposed utility installations:

Industrial & Domestic water mains and distribution lines and associated appurtenances

4. 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 prior to the award of the PROJECT.

OWNER hereby intends to:

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

   Design     X
   Construction
   Include Work in the Roadway Contract     X

B. OWNER, for any removal, relocation, protection, or adjustments 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, or adjustment costs to the overall PROJECT’s cost. (check to signify)

   Construction     X

C. 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 utility facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT.

2. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water facility items will be accomplished by the OWNER and the cost of which will be the responsibility of the DEPARTMENT. The plans shall provide for adjustment or relocation of the OWNER'S facilities in accordance with the DEPARTMENT'S standard pay items and procedures for including such items in the PROJECT contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) PROJECT Plans (prepared by OWNER or OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT'S Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in Microstation file format, and, if requested, as PDF files.

3. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

4. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT.

5. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT to ensure that all utility work included in the PROJECT is accomplished in accordance with the PROJECT'S plans and specifications. The DEPARTMENT will consult with the OWNER before authorizing any changes or deviations which affect the OWNER'S facility.

6. For Utility work included in the PROJECT contract, the OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. For certain products, assemblies and materials certification, the OWNER and OWNER'S Consultant shall provide the DEPARTMENT assistance for certification of the work. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.

7. After award of the highway contract, the OWNER will continue to maintain its facilities until adjustment or relocation begins on any segment of the facilities. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.

8. Upon maintenance acceptance or final acceptance of the work and upon certification by the DEPARTMENT'S engineers and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted or relocated facilities and
will thereafter operate and maintain said facilities without further cost to the DEPARTMENT and its contractor.

9. A determination of payment due the DEPARTMENT shall be in accordance with a separate Contract Item Agreement to be executed prior to award of the highway PROJECT.

10. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards Manual, current edition. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement or Standard Utility Agreement executed by both parties would supersede this memorandum.
APPROVED FOR THE OWNER BY:

(Signature) ___________________________ (Date) _____________

>Title

APPROVED FOR THE DEPARTMENT BY:

(Signature) ___________________________ (Date) _____________

STATE UTILITIES ADMINISTRATOR

Contract Item Agreement Required _____ Yes  X  No
Preliminary Engineering Agreement Required  X  Yes  _____ No