

Georgia DOT Project: NH000-0057-01(010)
GDOT P.I. 621340

**PUBLIC INTEREST DETERMINATION
MEMORANDUM OF UNDERSTANDING**

between the
Georgia Department of Transportation (hereafter the **DEPARTMENT**)
and
City of Blue Ridge (Water) (hereafter the **OWNER**)

Whereas the DEPARTMENT proposes to undertake a project hereafter referred to as **PROJECT** to widen SR 5 from North of SR 2/US 76 to Old Flowers Rd in Fannin County, 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**:

- 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:

Upgrade of existing 6" & smaller PVC (and other material) water mains to 12"/10" ductile iron and 6" PVC water mains as shown on the proposed utility plans.

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:

Installation of proposed 12"/10" ductile iron and 6" PVC water mains from the Hwy 515 intersection (station 102 + 40) to the end of the City's main (station 275 + 75).

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 _____
Construction _____
Include Work in the Roadway Contract _____

B. **OWNER**, for any removal, relocation, protection, or adjustments that do not have 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, or adjustment costs to the overall **PROJECT'S** cost. The **OWNER** will be responsible for all design work cost (check to signify):

Construction x

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

Design x
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~~ items will be accomplished by the **OWNER** and the cost of which will be the responsibility of the **OWNER** where prior rights have not been established or of the **DEPARTMENT** where prior rights have been established. 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 No

Preliminary Engineering Agreement Required Yes No