

Georgia DOT Project: I-16 Widening
GDOT P.I. 0020739

DESIGN-BUILD
MEMORANDUM OF UNDERSTANDING
between the
Georgia Department of Transportation (hereinafter the DEPARTMENT)
and
Effingham County Water Resources (hereinafter the OWNER)

Whereas the DEPARTMENT proposes to undertake a design-build project hereinafter referred to as the PROJECT, operational and capacity improvement project located in Bulloch, Bryan, Effingham, and Chatham Counties, Georgia. The project proposes widening approximately 32.5 miles of Interstate 16 (I-16) from four to six lanes between State Route 67 (SR 67) in Bulloch County and Interstate 95 (I-95) in Chatham County, Georgia by contract as authorized by O.C.G.A. § 32-2-81; and,

Whereas the DEPARTMENT will accomplish the PROJECT through (i) a Design Builder, hereinafter referred to as CONTRACTOR, which will enter into a contract, hereinafter referred to as the CONTRACT, to design and build the PROJECT and will subcontract certain work to a combination of contractors, design consultants, and other entities working together to design and build the PROJECT; and (ii) the OWNER, and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT is authorized to pay or participate in the payment of the costs of removal, relocation, protection, or adjustment of the OWNER'S facilities, hereinafter referred to as the UTILITY ADJUSTMENT WORK, where the DEPARTMENT has made the determination that (i) the type of facility is one of those delineated in Section 1. below; (ii) such payments are in the best interest of the public and necessary in order to expedite the staging of the PROJECT; and (iii) the costs of the UTILITY ADJUSTMENT WORK are included as part of the PROJECT; and

Whereas, the OWNER may elect for the UTILITY ADJUSTMENT WORK to be carried out (i) by the OWNER; or (ii) by the CONTRACTOR under the CONTRACT either utilizing the OWNER'S pre-approved design consultants and contractors or utilizing the CONTRACTOR'S own design consultants and contractors.

1. Type of Utility

The OWNER has the following utility facilities in respect of which UTILITY ADJUSTMENT WORK may need to be carried out as a result of the proposed PROJECT:

Type of facility or facilities of the OWNER: [*Check to signify*]

- 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 contemplated under O.C.G.A. § 32-6-170(b) (Description) Click or tap here to enter text.

2. New Utility Facilities Proposed (Betterment)

The OWNER desires the following to be installed as new additional facilities within the PROJECT right of way, hereinafter referred to as a BETTERMENT:

[Insert here or attach a detailed description of proposed new additional utility installations]

Click or tap here to enter text.

Click or tap here to enter text.

The OWNER acknowledges and agrees that (i) any BETTERMENT will be subject to terms to be mutually agreed between the CONTRACTOR and the OWNER and documented pursuant to a separate betterment agreement between the CONTRACTOR and the OWNER, a copy of which betterment agreement must be provided to the DEPARTMENT; (ii) any such BETTERMENT will be subject to the same standards and requirements as if it were necessary UTILITY ADJUSTMENT WORK; and (iii) the OWNER will be responsible for all costs relating to any BETTERMENT and the DEPARTMENT will have no obligation to pay for or facilitate any such BETTERMENT.

3. Assignment of Responsibilities for Design and Construction

The OWNER hereby acknowledges and agrees that (i) prior to the award of the CONTRACT, the DEPARTMENT will not have in its possession final plans to be utilized to determine exact locations of the UTILITY ADJUSTMENT WORK; (ii) Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities; and (iii) the OWNER has used the SUE plans for developing its determination of commitments as indicated below.

Pursuant to OCGA 32-6-170(b), the DEPARTMENT may elect to enter into an SUA with the OWNER for specific utility relocations outside of the CONTRACT with the CONTRACTOR. The terms and conditions, including payment, of those relocations shall be included in the SUA's and made available to the CONTRACTOR.

For resolution of utility conflicts identified by the CONTRACTOR where the DEPARTMENT has not elected to enter an SUA with the OWNER OCGA 32-6-170(b), the OWNER hereby makes the following commitments with respect to the PROJECT and the UTILITY ADJUSTMENT WORK:

3A. The OWNER, at the DEPARTMENT'S cost, pursuant to a Standard Utility Agreement, will provide the following services in respect of the UTILITY ADJUSTMENT WORK for the properties for which it has established prior rights: *[Check to signify]*

Design

Construction

The OWNER must provide documented proof of the prior right and that documentation must be verified and approved by the DEPARTMENT prior to execution of this MEMORANDUM OF UNDERSTANDING.

3B. The OWNER elects for the following services in respect of the UTILITY ADJUSTMENT WORK to be included in the CONTRACT pursuant to O.C.G.A. § 32-6-170(b). The UTILITY ADJUSTMENT WORK will be included in the scope of the CONTRACT and the costs of the UTILITY ADJUSTMENT WORK will be included in the overall PROJECT costs under the CONTRACT:

Option 1: Work to be performed by the OWNER's pre-approved design consultants and/or contractors identified in attached "Exhibit A": [Check to signify]

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 under Option 2, please leave Exhibit A blank].

All UTILITY ADJUSTMENT WORK completed as per this section in accordance with the plans, when approved, shall be, and shall be deemed to be, included as among the "Work" under the CONTRACT and accomplished by the CONTRACTOR except as follows [Check none or list any work items to be performed by the OWNER and identify whether such work items will be at the DEPARTMENT's cost pursuant to a Standard Utility Agreement under option 3A above or at the OWNER's cost under option 3C below.]

None

Excluded Items Click or tap here to enter text.

Click or tap here to enter text.

Comments Click or tap here to enter text.

Click or tap here to enter text.

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 CONTRACT and thereafter supplemented by the CONTRACTOR.
2. For utility relocations not developed by the OWNER, the CONTRACTOR will develop certain "Utility Adjustment Plans" and associated "highway construction plans," reflecting, among other things, the location of presently existing OWNER facilities and the proposed new location of such facilities (the "Plans"). The CONTRACTOR will thereafter provide the Plans to the OWNER after the CONTRACT is awarded. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and the DEPARTMENT when required under the CONTRACT.
3. 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. Such final design or proprietary design shall be coordinated with the CONTRACTOR to ensure it resolves the utility conflicts with the PROJECT.
4. 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 GPAS Permit.

5. For UTILITY ADJUSTMENT WORK included within the CONTRACT, all construction, engineering, and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all UTILITY ADJUSTMENT 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.
6. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the OWNER shall require that the CONTRACTOR 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 (if option 3B, Option 1 has been selected) and/or by the CONTRACTOR (if option 3B, Option 2 has been selected). As between the DEPARTMENT and the OWNER, only the DEPARTMENT has the authority to stop UTILITY ADJUSTMENT WORK once commenced with the exception where the UTILITY ADJUSTMENT WORK poses a safety hazard or operational issue.
7. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the OWNER and OWNER's consultants shall have the right to visit and inspect the UTILITY ADJUSTMENT WORK at any time and to advise the CONTRACTOR and the DEPARTMENT of any observed discrepancies or potential issues. The DEPARTMENT agrees to obligate the CONTRACTOR to notify the OWNER when all UTILITY ADJUSTMENT WORK is completed and ready for final inspection by the OWNER.
8. Upon completion of the UTILITY ADJUSTMENT WORK included in the CONTRACT and upon acceptance by the DEPARTMENT and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER shall 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 applicable "Standard Utility Agreements" between the DEPARTMENT and the OWNER, then in effect without further cost to the DEPARTMENT or the CONTRACTOR. Acceptance of the UTILITY ADJUSTMENT WORK shall be 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 UTILITY ADJUSTMENT 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.
9. For all coordination, work, services, reimbursement and other matters in respect of UTILITY ADJUSTMENT WORK under this DESIGN-BUILD MEMORANDUM OF UNDERSTANDING, the OWNER shall comply with all requirements under the DEPARTMENT'S UAM and 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 applicable "Standard Utility Agreements" then in effect between the DEPARTMENT and the 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.
10. The CONTRACTOR shall be obligated under the CONTRACT to perform those obligations (a) expressly stated to be performed by the CONTRACTOR hereunder and (b) that are delegated to the CONTRACTOR under the terms of the CONTRACT as relates to "Utility Adjustment Work" (as defined thereunder) in respect of the OWNER's facilities. Nothing in this DESIGN-BUILD MEMORANDUM OF UNDERSTANDING shall be construed to abrogate the CONTRACTOR's obligations under the CONTRACT.

[signature page follows]

APPROVED FOR THE OWNER BY:



(Signature)

2/3/2026
(Date)

Tim Callanan

County Manager, Effingham County

APPROVED FOR THE DEPARTMENT BY:

(Signature)

Click or tap to enter a date.
(Date)

STATE UTILITIES ADMINISTRATOR

Exhibit A

OWNER Pre-Approved Contractor List

Company Name: Legacy Water Group
Address: 10130 Bob Williams Parkway
Phone: 678-712-52465
Contact Person: Jeff Klebowski
E-Mail: jklebowski@legacywatergroup.com

Company Name: Ruby-Collins
Address: 4875 Martin Court Smyrna, Ga 30082
Phone: 770-432-2900
Contact Person: TJ Ackerman
E-Mail: tjackerman@ruby-collins.com

Company Name: Southern Civil
Address: Click or tap here to enter text.
Phone: 912-832-4465
Contact Person: Matt Deal
E-Mail: mdeal@southerncivil.com

Please provide a minimum of three.

OWNER Pre-Approved Design Consultant List

Company Name: Goodwyn, Mills, & Cawood
Address: 6120 Power Ferry Rd NW Suite 500 Atlanta, Ga 30339
Phone: 770-952-2481
Contact Person: John Barlow
E-Mail: john.barlow@gmcnetwork.com

Company Name: Hussey Gay Bell
Address: 329 Commercial Drive, Savannah, Ga 31406
Phone: 912-354-4626
Contact Person: CJ Chance
E-Mail: cchance@husseygaybell.com

Company Name: EMC Engineering Services
Address: 27 Chatham Center South Drive, Suite A Savannah, Ga 31405
Phone: 912-232-6533
Contact Person: Ben Lockhart
E-Mail: ben_lockhart@emc-eng.com

Please provide a minimum of three.