



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

4/28/2023

PI No. 0015280, Hall County  
Spout Springs Road from Union Circle to S of SR 347-Phase II

Richard Higgins, Chairman  
Hall County Board of Commissioners  
2875 Browns Bridge Road  
Gainesville, GA 30504  
Attention: Jorge Gomez

Dear Mr. Higgins:

Attached is the Memorandum of Agreement (MOA) detailing Preliminary Engineering (PE) oversight commitments for Hall County for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, Hall County will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Katyna Knapton, at (404) 631-1373.

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

  
KWN:CAR:MRC:kk  
Attachment(s)

cc: Albert V. Shelby III, Director of Program Delivery  
Kelvin H. Mullins, District 1 Engineer  
Sue Anne Decker, District 1 Preconstruction Engineer  
Attn: Shelley Ramey, District Planning & Programming Liaison

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
HALL COUNTY  
FOR  
PRELIMINARY ENGINEERING**

This Memorandum of Agreement is made and entered into this \_\_\_\_\_ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or “GDOT”), and Hall County, Georgia, acting by and through its Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. 0015280, *Spout Springs Road from Union Circle to S of SR 347-Phase II* (hereinafter called “PROJECT”) has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund the DEPARTMENT expenses associated with Preliminary Engineering Oversight (hereinafter called “PE Oversight”) for the PROJECT; and

WHEREAS, PE Oversight funds will be used to fund staff hours and any other associated expenses incurred by any DEPARTMENT employee working on the PROJECT; and

WHEREAS, the estimated amount for the Preliminary Engineering Oversight is **\$40,000 and 00/100 (Forty Thousand Dollars and Zero Cents)**; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of **\$40,000 and 00/100 (Forty Thousand Dollars and Zero Cents)** to the DEPARTMENT within thirty (30) days of the effective date of this Agreement for Preliminary Engineering Oversight and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “LAP Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop this PROJECT within the scope of its certification using the DEPARTMENT’S Local Administered Project Manual procedures.
2. In accordance with the DEPARTMENT’s Policy 3150-1 - Preliminary Engineering (PE) Oversight Funding Structure for Non-GDOT Sponsored Projects, the LOCAL GOVERNMENT shall contribute to the PROJECT by funding all portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as “PE”. This includes but is not limited to PE Oversight. The DEPARTMENT shall not contribute any funding for PE or PE Oversight.

3. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

- a. Subject to the provisions of this section, the LOCAL GOVERNMENT will be responsible for providing payment of **\$40,000 and 00/100 (Forty Thousand Dollars and Zero Cents)** to the DEPARTMENT within thirty (30) days after the effective date of this Agreement.
- b. **All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:**

**For payments made by check:  
Georgia Department of Transportation  
P.O. Box 932764  
Atlanta, GA 31193-2764**

**For payments made by ACH:  
Bank Routing (ABA) # 121000248  
Account # 29794840000000007**

- c. The DEPARTMENT reserves the right to request additional funds from the LOCAL GOVERNMENT for PE Oversight, such additional funds to be determined by the DEPARTMENT. If, as determined by the DEPARTMENT, at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and PROJECT activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and calculating the balance required to complete stated activities. Until such time as applicable requested additional PE Oversight is received, the DEPARTMENT shall not conduct further project activities.

- d. If there is an unused balance after completion of all tasks and phases of the PROJECT, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
4. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program. Furthermore, all parties shall adhere to the detailed PROJECT schedule as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.
6. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right, where applicable, to delay the PROJECT's implementation until funds can be re-identified for PE, right of way, utility, or construction phases, as applicable.
7. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP Manual, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.
8. COMPLIANCE WITH APPLICABLE LAWS
  - a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
  - b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

- c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with Official Code of Georgia Annotated Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”), Appendix C.
- h. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.
- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

9. The Parties acknowledge that the following Appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Appendix A - Certification of Local Government Drug Free Workplace

Appendix B - Certification of Compliances

Appendix C – Certification of The Georgia Department of Transportation

Appendix D – Certification of The Local Government

Appendix E – Georgia Security and Immigration Compliance Act (E-verify)

Attachment A – RESERVED

10. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
12. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
13. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
14. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

HALL COUNTY, Georgia

BY: \_\_\_\_\_  
Commissioner

BY: \_\_\_\_\_(Seal)  
Richard Higgins, Chairman

Attest:  
  
\_\_\_\_\_  
Treasurer

Signed, sealed and delivered  
This \_\_\_\_\_,  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

This Agreement, approved by  
Hall County, the \_\_\_\_\_

Attest

\_\_\_\_\_  
Name and Title

FEIN: 58-6000836

**APPENDIX A**  
**CERTIFICATION OF LOCAL GOVERNMENT**  
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## APPENDIX B

### CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and it is also certified that:

#### I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

#### II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the contract period.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

**APPENDIX C**

**CERTIFICATION OF  
THE GEORGIA DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or , any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_

Date

\_\_\_\_\_

Commissioner

**APPENDIX D**

CERTIFICATION OF HALL COUNTY

STATE OF GEORGIA

I hereby certify that I am the Chairperson of HALL COUNTY in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
HALL COUNTY Chairperson

Name: Richard Higgins

Title: Board of Commissioners Chairperson

**APPENDIX E**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>P.I.# and Project Description:</b>	0015280 Spout Springs Road from Union Circle to S of SR 347-Phase II
<b>Sponsor's Name:</b>	Hall County
<b>Sponsor's Address:</b>	2875 Browns Bridge Road, Gainesville, GA 30504

**SPONSOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46833

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
Authorization (EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of

\_\_\_\_\_  
Hall County

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent)

\_\_\_\_\_  
Title (of Authorized Officer or Agent)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT A**

RESERVED