

Exhibit “A”

LAP Certification Information

Date: 4/21/2026

Agency Name: Hall County

GDOT District: 1 Congressional District: 7 & 9

Interview Conducted By (GDOT) Name: Elizabeth Johnson

Title: District 1 Planning & Programming Liaison

Agency Representative (Local) Name: Jordan Wallace

Title: Transportation Program Manager/ LAP Responsible Charge

How Long in Current Position? 10 months

Phone Number: 770-531-6800 Fax Number: _____

Email Address: jwallace@hallcounty.org

Street Address: 2875 Browns Bridge Road

City: Gainesville

State: Georgia County: Hall Zip Code: 30504

Alternate Agency Full-time Representative (Local) Name: Brent Cook

Title: Assistant Director, Hall County Public Works & Utilities

How Long in Current Position? 1 year, 4 months

Phone Number: 770-531-6800 Fax Number: _____

Email Address: becook@hallcounty.org

Local Administered Projects Responsible Charge Worksheet

List the name and title responsible for the following functions. Only list Non-Consultant staff positions within your organization. (Attach the most current organizational chart. Each person must have a training certificate applicable for their role as it applies the LAP Program. If the LPA has any name/title changes, a compliance plan along with an updated organization chart must be submitted within 30 days. If not, then the LPA will be viewed as non-compliant and may lose their LAP certification status.)

Compliance Plan can be found on the [LAP Webpage](#).

Statewide Transportation Improvement Program: Georgia Department of Transportation

Selection of Annual Program: SPLOST - Hall County Transportation Plan

Location/Design Approval: N/A - GDOT

Environmental Documents: N/A - GDOT

PS&E Approval: N/A - GDOT

Tied Bids: Andrew Youngblood, Purchasing Supervisor

Approval of Materials Sources: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Construction Administration: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Construction Inspection: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Acceptance Sampling/Testing: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Change Orders: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Project Files: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

OEO Interviews/Monitoring: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Training Goal Attainment: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

DBE Compliance/Monitoring: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Utility Certification: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

Row Certification: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

GDOT LAP Certification Application

Consultants

For what areas does the agency expect to use consultants?

X Environmental

X Design

X PS&E Preparation

X Right-of-Way Appraisal

X Right-of-Way Negotiation

X Utilities

X Right-of-Way Relocation

X Construction Administration

X Construction Inspection

X Surveying

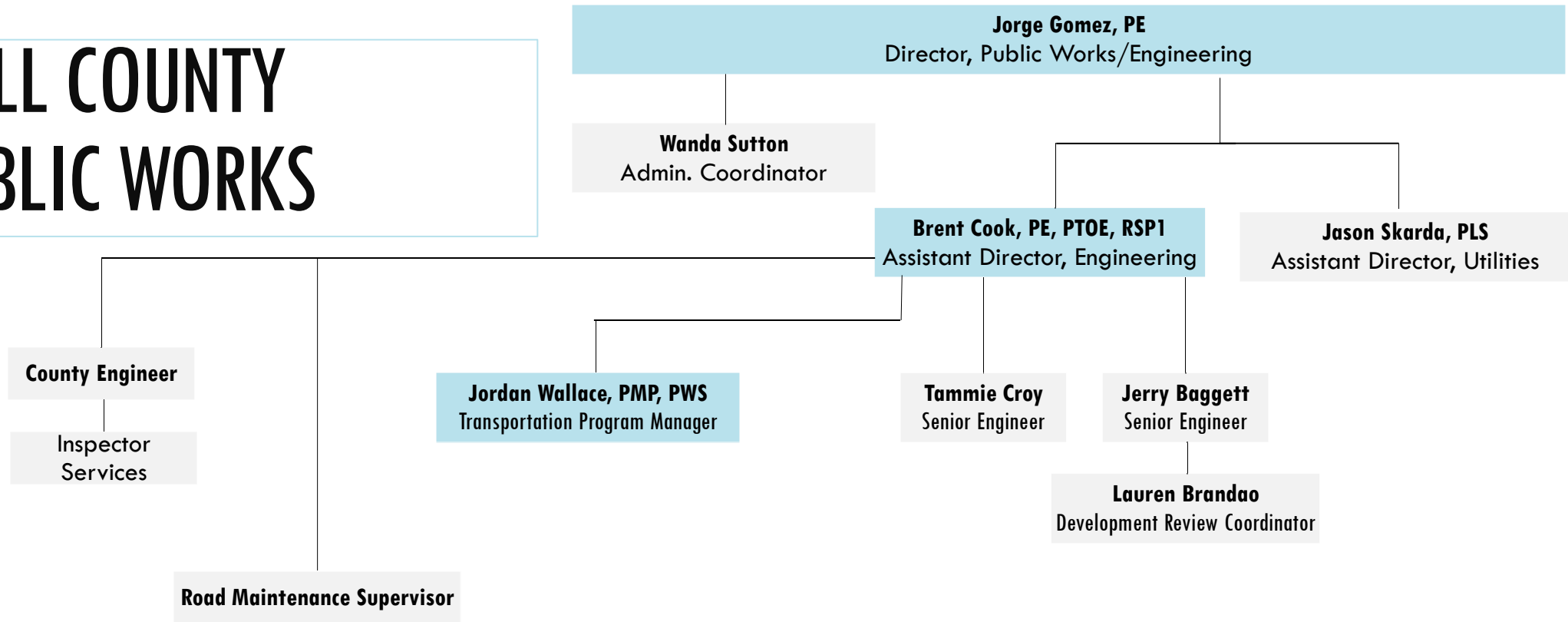
X Sampling and Testing

Attachment 1: Hall County Public Works and Finance/Purchasing Organization Chart

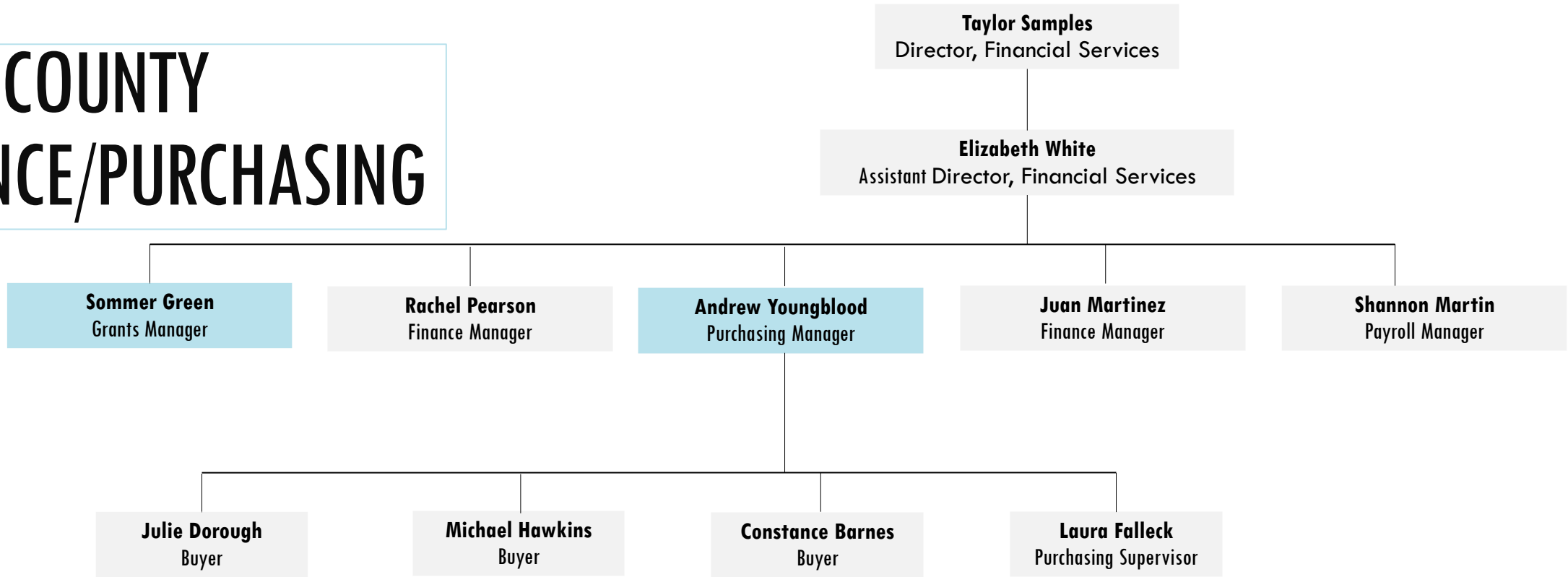
Attachment 2: GDOT LAP Training Certificates - Hall County Public Works

Attachment 1: Hall County Organizational Chart

HALL COUNTY PUBLIC WORKS



HALL COUNTY FINANCE/PURCHASING



**Attachment 2: GDOT LAP Training Certificates -
Hall County Public Works**



Georgia Department of Transportation

Office of Procurement

Certifies that

Jordan B. Wallace

Has successfully completed all requirements for

Engineering and Design
Procurement Policy and Procedure

CEU 12

DATE: February 12, 2025

Atlanta, GA

SCORE: 89%

A handwritten signature in black ink, appearing to read 'T. Young', written over a horizontal line.

Treasury T. Young

Chief Procurement Officer

A handwritten signature in black ink, appearing to read 'Maria L. Roux', written over a horizontal line.

Maria L. Roux

QA Compliance Manager

Georgia Department of Transportation

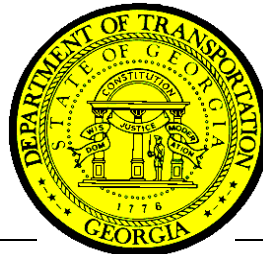
Jordan Bryant Wallace
Hall County

has satisfactorily completed
Local Administered Project (LAP) Manual
Conducted by Georgia Department of Transportation

January 14-15, 2025
2-Day Course, 10 PDHs



*Derrick Brown, Program Control
Administrator*



GDOT
Virtual Training



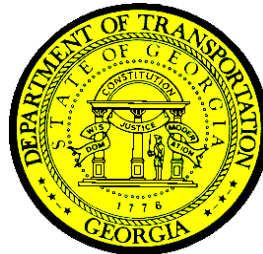
*Malik Al-Kush, Local Administered Project
Coordinator*

Georgia Department of Transportation

Jordan Bryant Wallace
Hall County

has satisfactorily completed
Plan Development Process (PDP)
Conducted by Georgia Department of Transportation

September 24-25, 2024
2-Day Course, 12 PDHs



GDOT
Virtual Training

*Derrick Brown, Program Control
Administrator*

*Malik Al-Kush, Local Administered Project
Coordinator*

GA Department of Transportation
Certificate of Training

Jordan Bryant Wallace

Has Satisfactorily Completed

ROW Acquisition Training for Local Public Agencies

Conducted By

The Georgia Department of Transportation

February 19, 2025

Tiffany R. Robinson

Tiffany Robinson,
Local Government Program Manager



PDH 5

Kevin D York

Kevin D York,
Right of Way Administrator

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to
JORDAN WALLACE

TITLE VI/ ADA TRAINING



Signatures: *Antony Watson* ADA Coordinator

 Byron Browning Title VI Coordinator

February 4, 2025



Georgia Department of Transportation

Office of Procurement

Certifies that

Brent Cook

Has successfully completed all requirements for

Engineering and Design
Procurement Policy and Procedure

CEU 12

DATE: September 24, 2025

Atlanta Office

SCORE: 94%

A handwritten signature in blue ink, appearing to read 'Spencer B. Lord', is written over a horizontal line.

Spencer B. Lord

Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read 'Maria L. Roux', is written over a horizontal line.

Maria L. Roux

Chief Procurement Officer

Georgia Department of Transportation

Brent Edward Cook

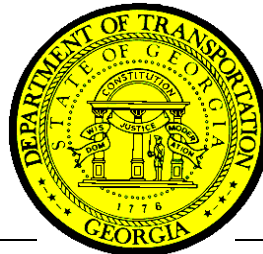
Hall County

has satisfactorily completed
Local Administered Project (LAP) Manual
Conducted by Georgia Department of Transportation

January 14-15, 2025
2-Day Course, 10 PDHs



*Derrick Brown, Program Control
Administrator*



GDOT
Virtual Training



*Malik Al-Kush, Local Administered Project
Coordinator*

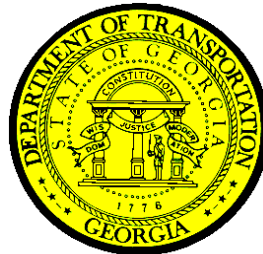
Georgia Department of Transportation

Brent Edward Cook

Hall County

has satisfactorily completed
Plan Development Process (PDP)
Conducted by Georgia Department of Transportation

March 18-19, 2025
2-Day Course, 12 PDHs



GDOT
Virtual Training

*Derrick Brown, Program Control
Administrator*

*Malik Al-Kush, Local Administered Project
Coordinator*

GA Department of Transportation
Certificate of Training

Brent Edward Cook

Has Satisfactorily Completed

ROW Acquisition Training for Local Public Agencies

Conducted By

The Georgia Department of Transportation

February 19, 2025

Tiffany R. Robinson

Tiffany Robinson,
Local Government Program Manager



PDH 5

Kevin D York

Kevin D York,
Right of Way Administrator

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

BRENT COOK

TITLE VI/ ADA TRAINING



Signatures: Antony Watson ADA Coordinator

Byron Browning Title VI Coordinator

February 4, 2025

Section A - Title VI - Civil Rights Performance & Assessment Questionnaire

Note: Title VI Non-Discrimination Agreements must be submitted once **EVERY** year.

1. Do you have a Title VI Policy, Title VI Notice to the Public, Title VI Assurances and Title VI Plan or non-discrimination agreement in place? Provide proof of your Title VI policy (via web or printed materials)

Yes; Hall County Board of Commissioners has adopted GDOT's Title VI Policy with Assurances on February 12, 2026, included in Attachment A1a. Additionally, the Gainesville-Hall Metropolitan Planning Organization (MPO) Title VI Plan adopted May 14, 2024 is included in Attachment A1b.

2. Please provide a copy of your Title VI complaint procedure for discrimination complaints. What extent is the community aware of it?

See page 10 of Title VI Plan (Attachment A1b) for complaint procedures. Documents are made publicly available at: <https://www.ghmpo.org/planning-documents/title-vi-program-environmental-justice-analysis/>

3. Have you received any Title VI related complaints during the past two years? If so, how many? (Please attach the complaint form) What were the outcomes? Are there any Title VI complaints lodged by beneficiaries or participants? If so, explain the issues involved.

No Title VI complaints have been received in the past two years.

4. What is the name and title of the person who attended the GDOT Title VI training? Please provide the date and a copy of the training certificate.

Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge. Title VI Training was completed on February 4, 2025. A copy of the training certificate is included in Attachment A2.

5. Are minority members of the community invited to participate in public hearings? If yes, how do you identify potential EJ groups? How do you ensure they attend? If not, what measures have been taken to ensure public participation in public hearings?

GDOT LAP Certification Application

All members of the public are invited and encouraged to attend all committee meetings and open houses. Though we do not have any specific policy in place, we have partnered with the Hispanic Alliance on past planning efforts to try to reach that community. Any public open house meetings are always advertised and posted online and sent through email lists. GHMPO also participates in early coordination requests from GDOT by helping to identify minority, Spanish-speaking, and aging populations around future transportation projects.

- 6. Are DBE goals being monitored, included and met for contracts on a programmatic level? If yes, please provide a brief explanation. If not, what provisions have been taken to monitor and meet them?

Hall County currently is not managing any GDOT construction project with federal funding. DBE goals will be monitored and tracked on a monthly basis for future construction projects and submitted in the GDOT Reimbursement Requests. Hall Co. will also commit to the identified overall assigned DBE goal for each project in all phases.

- 7. Are minority contractors and subcontractors being informed about contracting opportunities with your organization? If yes, provide proof of contracting opportunities to minority contractors. If not, what provisions have been taken to inform minority contractors of contracting opportunities?

While minority contractors & subcontractors are not specifically targeted for contracting opportunities, all contractors & subcontractors can access available bid openings via the Georgia Procurement Registry and Hall County Purchasing Division webpage: <https://www.hallcounty.org/403/Purchasing-Division>

- 8. Are Appendix A of the Title VI assurances and the FHWA 1273 being included in all contracts, subcontracts, and material supply agreements? Provide a sample contract of the inclusion of Appendix A of the Title VI Assurances & FHWA 1273.

Yes; Title VI Assurances are included. See Attachment A3 for a sample procurement advertisement/contract with Title VI language included.

- 9. If you have not done any of the above, please explain how you will address Title VI Federal requirements on Local Administered projects?

N/A

Attachment A1a: Title VI Policy with Assurances

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION AUTHORIZING THE ADOPTION AND EXECUTION OF THE
GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) TITLE VI NON-
DISCRIMINATION AGREEMENT WITH ASSURANCES**

WHEREAS, Hall County, Georgia (hereinafter referred to as “the County”) desires to adopt the Georgia Department of Transportation (collectively referred to hereafter as “GDOT”) Title VI Non-Discrimination Agreement confirming and understanding the requirements per 23 CFR 200 and 49 CFR 21.

WHEREAS, the County will execute the GDOT Title VI Non-Discrimination Agreement assuring that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity attached hereto as Exhibit “A”; and

WHEREAS, the County will include the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in adapted form all proposals for negotiated agreements; and

NOW THEREFORE, on behalf of Hall County, Georgia the Hall County Board of Commissioners further authorizes the Chairman and the Public Works Director to sign any and all documents necessary to effectuate this agreement, subject to the review and approval of the County Attorney.

SO RESOLVED this the 12th day of February 2026.

HALL COUNTY BOARD OF
COMMISSIONERS



Chairman, David Gibbs

ATTEST:



(SEAL)
Jennifer Rivera, County Clerk



APPROVED AS TO FORM:



County Attorney

Exhibit "A"

**TITLE VI
NON-DISCRIMINATION AGREEMENT**

**The Georgia Department of Transportation
and**

Hall County, Georgia

Name of Recipient

Policy Statement

The *(Name of Recipient)* Hall County, Georgia, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's *(Name of person/division)* Jorge Gomez/Hall County Public Works, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Jorge Gomez, PE

Name of Responsible Agency Official (Please Print)

Director, Hall County Public Works

Title

Date

February 12, 2026

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, *(Name of Recipient)* Hall County, Georgia has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for *(Name of Recipient)'s* Hall County, Georgia Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The Hall County, Georgia, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:


Signature

EEO Director

Title

Date

NAME OF RECIPIENT:



Signature

Chairman, Hall County, Georgia

Title

February 12, 2026

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Attachment A1b: Title VI Plan



GAINESVILLE-HALL
Metropolitan Planning Organization

Title VI Plan and Environmental Justice Analysis

Adopted: May 14, 2024



In accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws, public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or in income status.

Prepared by the Gainesville-Hall Metropolitan Planning Organization in coordination with the City of Gainesville, City of Oakwood, City of Flowery Branch, Town of Braselton, City of Hoschton, Hall County, Jackson County, Hall Area Transit, Jackson County Transit, the Georgia Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration.



**A Resolution by the Gainesville-Hall Metropolitan Planning Organization
Policy Committee Adopting the 2024 GHMPO Title VI Environmental Justice Analysis**

WHEREAS, the Gainesville-Hall Metropolitan Planning Organization (GHMPO) has been designated by the Governor of the State of Georgia as the body responsible for the transportation planning process for Hall County and a western portion of Jackson County; and

WHEREAS, the federal regulations, Infrastructure Investment and Jobs Act (IIJA), mandate that Metropolitan Planning Organizations develop a Title VI Program and Environmental Justice Analysis; and

WHEREAS, as a sub-recipient of federal funds from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) via the Georgia Department of Transportation (GDOT), the GHMPO is required to comply with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color and national origin; and

WHEREAS, the Policy Committee (PC) is the recognized decision making body for transportation planning with the Gainesville-Hall Metropolitan Planning Organization (GHMPO); and


NOW, THERE, BE IT RESOLVED that the Gainesville-Hall Metropolitan Planning Organization adopts the 2024 GHMPO Title VI Environmental Justice Analysis.

A motion was made by PC member Chairman Higgins and seconded by PC member Commissioner Stone and approved this the 14th of May, 2024.



Mayor Ed Asbridge, Chair
Policy Committee

Subscribed and sworn to me this the 14th of May, 2024



Notary Public

My commission expires 1-21-2028
Anael Dominguez
NOTARY PUBLIC
HALL COUNTY, GEORGIA
My Commission Expires 01/21/2028

Table of Contents

Title VI Plan Activity Log	4
Title VI / Nondiscrimination Policy Statement and Management Commitment to Title VI Plan	5
Introduction & Description of Services	6
Title VI Notice to the Public	9
Title VI Procedures and Compliance	10
.....	10
Title VI Investigation, Complaints, and Lawsuits.....	13
Participation Plan	14
Language Assistance Plan.....	15
Transit Planning and Advisory Bodies	16
Title VI Equity Analysis.....	17
System-Wide Service Standards and Service Policies.....	18
Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers	19
Appendix B: Current System Description.....	21
Appendix C: Title VI Plan Adoption Meeting Minutes and GDOT Concurrence Letter.....	23
Appendix D: Title VI Notice to Public	30
Appendix E: Title VI Complaint Form.....	32
Appendix F: Language Assistance Plan (LAP)	37
Appendix G: Operating Area Language Data: Gainesville-Hall MPO Service Area.....	46
Appendix H: Demographic Maps	48
Appendix I: Title VI Equity Analysis	51
Appendix J: Title VI Assurances	53

Title VI Plan Activity Log

Date	Activity [Review/Update/Addendum/Adoption/Distribution]	Concerned Person (Signature)	Remarks

Title VI / Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) assures the Georgia Department of Transportation that no person shall on the basis of race, color, or national origin as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CFR Part 21 Unlawful Discrimination, Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation and as per written guidance under FTA Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

The GHMPO further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief Executive Officer or authorized representative.
2. Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against the Gainesville- Hall MPO.
5. Participate in training offered on the Title VI and other nondiscrimination requirements.
6. If reviewed by GDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
7. Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
8. Submit the information required by FTA Circular 4702.1B to the GDOT. (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Signature: _____

Printed Name: _____

Executive Director/Signatory Authority, Your Transit System, Date: Month/Day/Year

Introduction & Description of Services

The Gainesville-Hall MPO submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

The Gainesville-Hall MPO is a sub-recipient of FTA funds and provides service in Hall and Jackson Counties. A description of the current Gainesville-Hall MPO system is included in Appendix B.

Title VI Liaison

Joseph Boyd, AICP, Transportation Planning Director
Employed by the Gainesville-Hall Metropolitan Planning Organization
(770) 297-5541
2875 Browns Bridge Road, Gainesville, GA 30504

Alternate Title VI Contact

Michael Haire, Transportation Planning Manager
Employed by the Gainesville-Hall Metropolitan Planning Organization
(770) 297-2604
2875 Browns Bridge Road, Gainesville, GA 30504

The Gainesville-Hall MPO must designate a liaison for Title VI issues and complaints within the organization. The liaison is the focal point for Title VI implementation and monitoring of activities receiving federal financial assistance. Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by GDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

The Gainesville-Hall MPO is not a first time applicant for FTA/GDOT funding. The following is a summary of the Gainesville-Hall MPO's current and pending federal and state funding.

Current and Pending FTA Funding

1. FY 2024 Section 5303 Funds, FTA, \$106,863.00, Current
2. FY 2025 Section 5303 Funds, FTA, \$109,098.00, Current

Current and Pending GDOT Funding

1. FY 2024 Section 5303 Funds, GDOT, \$13,358.00, Current
2. FY 2025 Section 5303 Funds, GDOT, \$13,637.25, Current

Current and Pending Federal Funding (non-FTA)

1. FY 2024 PL Funds, FHWA, \$263,718.30, Current
2. FY 2025 PL Funds, FHWA, \$269,178.59, Current

During the previous three years, the Georgia Department of Transportation did not complete a Title VI compliance review of the Gainesville-Hall MPO.

FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

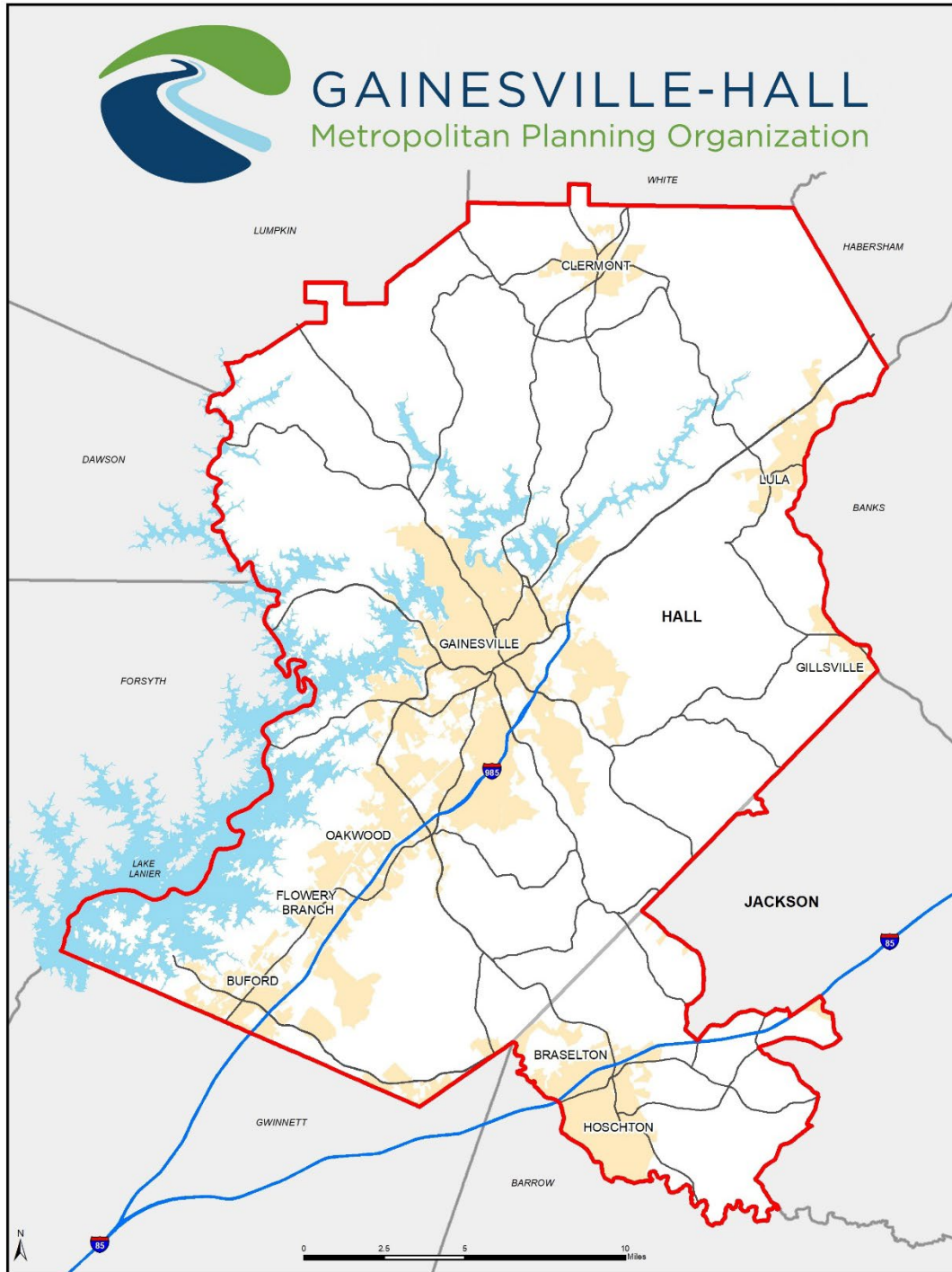
Annual Certifications and Assurances

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

The Gainesville-Hall MPO will remain in compliance with this requirement by annual submission of certifications and assurances as required by GDOT.

Title VI Plan Concurrence and Adoption

This Plan is anticipated to be approved and adopted by the GHMPO Policy Committee during a meeting held on May 14, 2024. A copy of the meeting minutes will be included in Appendix C of this plan, and the concurrence letter from GDOT will be added once it is received.



Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

Notice to Public

Recipients must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Plan. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin
- A description of the procedures members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations
- A description of the procedure members of the public should follow in order to file a discrimination complaint against the grantee

The notice is included in Appendix D of this Plan. The notice will be translated into other languages, as necessary.

Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of The Gainesville-Hall MPO's obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of The Gainesville-Hall MPO's office(s) including the reception desk and meeting rooms, and on the Gainesville-Hall MPO's website at (<https://www.ghmpo.org/planning-documents/title-vi-program-environmental-justice-analysis>). Additionally, The Gainesville-Hall MPO will post the notice at stations, stops and on transit vehicles.

This notice is included in Appendix D of this Plan along with any translated versions of the notice, as necessary.

Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color or national origin by the Gainesville-Hall MPO may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form (refer to Appendix E). The Gainesville-Hall MPO investigates complaints received no more than 180 days after the alleged incident. The Gainesville-Hall MPO will process complaints that are complete.

Once the complaint is received, the Gainesville-Hall MPO will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

The Gainesville-Hall MPO has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, The Gainesville-Hall MPO may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, The Gainesville-Hall MPO can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has seven (7) days to do so from the time he/she receives the closure letter or the LOF.

The complaint procedure will be made available to the public at the Gainesville-Hall MPO's website (<https://www.ghmpo.org/planning-documents/title-vi-program-environmental-justice-analysis/>).

Complaint Form

A copy of the complaint form in English and Spanish is provided in Appendix E and on the Gainesville-Hall MPO's website (<https://www.ghmpo.org/planning-documents/title-vi-program-environmental-justice-analysis/>).

Record Retention and Reporting Policy

FTA requires that all direct and primary recipients (GDOT) document their compliance by submitting a Title VI Plan to their FTA regional civil rights officer once every three (3) years. The

Gainesville-Hall MPO will submit Title VI Plans to GDOT for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

Sub-recipient Assistance and Monitoring

The Gainesville-Hall MPO does not have any sub-recipients to provide monitoring and assistance to. As a sub-recipient to GDOT, the Gainesville-Hall MPO utilizes the sub-recipient assistance and monitoring provided by GDOT, as needed. In the future, if Your Transit System has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

Sub recipients and Subcontractors

The Gainesville-Hall MPO is responsible for ensuring that subcontractors (TPOs) are in compliance with Title VI requirements. Sub recipients may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. The Gainesville-Hall MPO, subcontractors, and/or TPOs may not discriminate in their employment practices in connection with federally assisted projects. Subcontractors and TPOs are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) must agree to the following clauses:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, or national origin.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Georgia Department of Transportation and/or the Federal Transit Administration, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Georgia Department of Transportation, and/or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, The Gainesville-Hall MPO shall impose contract sanctions as appropriate, including, but not limited to:
 - withholding of payments to the Contractor under the contract until the Contractor complies, and/or

- cancellation, termination or suspension of the contract, in whole or in part.
- **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Gainesville-Hall MPO, Georgia Department of Transportation, and/or the Federal Transit Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a condition of your agreement with GDOT, the Gainesville-Hall MPO and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. The Gainesville-Hall MPO and its contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of GDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a condition of your agreement with GDOT, vendors and contractors of the Gainesville-Hall MPO shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with the Gainesville-Hall MPO. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for the Gainesville-Hall MPO shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for the Gainesville-Hall MPO.

The Gainesville-Hall Metropolitan Planning Organization (GHMPO), hosted by Hall County Planning & Development, is housed within the Hall County Government Center in Gainesville, Georgia. GHMPO staff administers the planning program, provides technical guidance and administrative support to the committees. GHMPO works with federal agencies such as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and at the state level with the Georgia Department of Transportation (GDOT). Local jurisdictions are represented within the GHMPO committees.

Title VI Investigation, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), The Gainesville-Hall MPO must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by the Gainesville-Hall MPO in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to GDOT.

The Gainesville-Hall MPO has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years. A summary of these incidents is recorded in Table 1.

	Data (Month, Day, Year)	Summary (Include Basis of Complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The GHMPO Participation Plan (PPP) was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision making process for The Gainesville-Hall MPO. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well- executed outreach efforts. The public outreach strategies described in the Participation Plan are designed to provide the public with effective access to information about The Gainesville-Hall MPO services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The 2024 GHMPO Participation Plan is anticipated to be adopted concurrently with this plan on May 14, 2024.

Current Outreach Efforts

The Gainesville-Hall MPO is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of the Gainesville-Hall MPO's recent, current, and planned outreached activities.

- Quarterly newsletter and other news posted on the GHMPO (<https://www.ghmpo.org/about-us/news/>).
- Public meetings with GHMPO jurisdictions and partners as necessary
- All GHMPO committee meetings are open to the public, and citizen attendance is encouraged, especially for the Citizen Advisory Committee.
- GHMPO mailing list

Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

The Gainesville-Hall MPO operates a transit system within Hall and Jackson Counties. The Language Assistance Plan (LAP) has been prepared to address the Gainesville-Hall MPO's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals who have a limited ability to read, write, speak or understand English are LEP. In the Gainesville-Hall MPO service area there are 24,225 residents over the age of 5 or 11.6% who describe themselves as speaking English less than "very well". (Source: US Census, 2021 American Community Survey). The Gainesville-Hall MPO is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. The Gainesville-Hall MPO has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix G.

Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The Gainesville-Hall MPO is overseen by the Technical Coordinating Committee (TCC), Citizen Advisory Committee (CAC), and Policy Committee (PC).

Body	Caucasian	Latino	African American	Asian American	Native American	Other
Service Area Population	61.86%	25.48%	6.75%	2.25%	0.17%	0.35%
Technical Coordinating Committee	75%	5%	10%	10%	0%	0%
Citizens Advisory Committee	95%	0%	5%	0%	0%	0%
Policy Committee	100%	0%	0%	0%	0%	0%

The Gainesville-Hall MPO will make efforts to encourage minority participation on the committee. These efforts are made by distributing information about the participation on the committee at public meetings and throughout the transit system. The Gainesville-Hall MPO will utilize the minority population demographic maps included in Appendix H in order to focus on the areas in which the committee participation information is distributed.

Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

Title 49 CFR, Appendix C, Section (3)(iv) requires that “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, the Gainesville-Hall MPO will ensure the following:

1. The Gainesville-Hall MPO will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The Gainesville-Hall MPO will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.
2. When evaluating locations of facilities, The Gainesville-Hall MPO will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If the Gainesville-Hall MPO determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, The Gainesville-Hall MPO may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. The Gainesville-Hall MPO must demonstrate and document how both tests are met. The Gainesville- Hall MPO will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

The Gainesville-Hall MPO has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore, the Gainesville-Hall MPO does not have any Title VI Equity Analysis reports to submit with this Plan. The Gainesville-Hall MPO will utilize the demographic maps included in Appendix H for future Title VI analysis.

System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

The Gainesville-Hall MPO is not a fixed route service provider.

2024 GHMPO Title VI Environmental Justice Analysis

Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements

All recipients must submit:

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

2024 GHMPO Title VI Environmental Justice Analysis

Appendix B: Current System Description

1. An overview of the organization including its mission, program goals and objectives.

The GHMPO conducts the federally mandated transportation planning process for the Gainesville Urbanized Area and portions of the Atlanta Urbanized Area, as identified in the 2010 U.S. Census.

2. Organizational structure, type of operation, number of employees, service hours, staffing plan and safety and security plan.

The GHMPO is a federally funded government organization working with local governments in the Gainesville Urbanized Area and beyond to prioritize and plan for future transportation needs. Our organization is made up of 2 full-time employees, and 1 part-time employee. Our Transportation Planning Director is responsible for all of the day-to-day operations of our organization and reports directly to our Director, who is also the Hall County Director of Planning and Development, as well as the three GHMPO committees. All employees are in the office and available to the public. Transportation services are provided by local jurisdictions and agencies, such as Hall Area Transit, and not directly by the GHMPO.

3. Indicate if your agency is a government authority.

The GHMPO is a metropolitan planning organization, which is a locally housed, federally funded government organization.

4. Who is responsible for insurance, training and management, and administration of the agency's transportation programs?

The GHMPO does not provide a transportation service, but the Transportation Planning Director and the Transportation Planner perform all planning and administrative activities.

5. Who provides vehicle maintenance and record keeping?

The GHMPO does not own, operate, or maintain any vehicles, nor operate a transit service to keep records for.

6. Number of current transportation related employees

The GHMPO does not have any employees that assist in operating a transportation service.

7. Who will drive the vehicle, number of drivers, CDL certifications, etc.?

The GHMPO does not provide transportation services, and thus does not have vehicles or drivers.

8. A detailed description of service routes and ridership numbers

The GHMPO does not provide transportation services, and thus does not have service routes or ridership numbers.

2024 GHMPO Title VI Environmental Justice Analysis

*Appendix C: Title VI Plan Adoption Meeting
Minutes and GDOT Concurrence Letter*



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

October 21, 2024

Joseph Boyd
Transportation Planning Director/Title VI Coordinator
2875 Browns Bridge Road
Gainesville, GA 0504

Dear Mr. Boyd,

The Georgia Department of Transportation (Department) has completed its review of your Title VI Plan approved on May 14, 2024, and has determined that it meets the requirements established in the Federal Transit Administration's (FTA) Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," effective October 1, 2012.

Thank you for your ongoing cooperation and compliance of the FTA Civil Rights Program requirements. Should you need assistance or have any questions, please do not hesitate to contact me at fblack@dot.ga.gov or 770-262-3778.

Sincerely,

Freida Black

Freida signed by Freida Black
on 10/21/24 10:56:48 AM
Reason: I am approving this document
Date: 2024-10-21 10:56:48 AM

Freida Black
Transit Compliance & Asset Manager
Division of Intermodal



Policy Committee

**Commission Meeting Room, 2nd Floor, Hall County Government Center
Minutes of May 14, 2024 Meeting**

Voting Members Present:

Mayor Ed Asbridge, City of Flowery Branch, Chair
Mayor Sam Couvillon, City of Gainesville
Mayor Lamar Scroggs, City of Oakwood
Chairman Richard Higgins, Hall County
Commissioner Jeff Stowe, Hall County
Commissioner Jim Hix, Jackson County
Megan Weiss, GDOT

Voting Members Absent:

Commissioner Kathy Cooper, Hall County

Others Present:

Matt Tarver, City of Gainesville
Chris Rotalsky, City of Gainesville
B.R White, City of Oakwood
Jennifer Kidd-Harrison, City of Hoschton
Mayor Debbie Martin, City of Hoschton
Justin Lott, GDOT
Brandon North, GDOT
Jared Lombard, FHWA

Gina Roy, Jackson County
Bill Nash, Hall County
Frank Miller, Hall County
Phillippa Lewis Moss, Hall Area Transit
Joseph Boyd, GHMPO
Michael Haire, GHMPO
Jeff Gill, Gainesville Times

1. Welcome – Mayor Ed Asbridge, Chair

Mayor Asbridge opened the meeting at 10:00 AM.

2. Approval of February 13, 2024 Meeting Minutes

MOTION: Chairman Higgins made a motion to approve of the February 13, 2024 meeting minutes, which received a second from Commissioner Stowe, and the motion passed by unanimous vote.

3. Update from the Technical Coordinating Committee (TCC)

Mr. Boyd provided the committee with a brief recap of the most recent Technical Coordinating

Committee meeting, which took place on April 24, 2024. The TCC unanimously recommended approval of all agenda items.

4. Update from the Citizens Advisory Committee (CAC)

Mr. Boyd provided a brief recap of the recent Citizens Advisory Committee meeting, which took place on April 25, 2024. The CAC unanimously recommended approval of all agenda items.

5. Presentation on 2020 Base Year and 2055 Do-Nothing Travel Demand Models

Mr. North presented the 2020 Base Year and 2055 Do-Nothing Travel Demand Models for the Georgia Department of Transportation. Mr. North explained that the purpose of the Travel Demand Models is to serve as an analysis tool to forecast travel demand and transportation performance, replicate the existing trip making characteristics, forecast future travel demand, and identify transportation network deficiencies.

The 2020 Base Year Travel Demand Model uses the 2020 Base Year Socioeconomic (SE) Data to model existing traffic conditions and travel demand, providing a level-of-service (LOS) rating for major roads in the GHMPO planning area. The 2055 Do-Nothing Travel Demand Model projects demand out to 2055 based on the 2055 Base Year SE Data, and provides a projected LOS if no more roadway improvements were completed between now and then, aside from projects that already have their construction funding committed in the GHMPO Transportation Improvement Program (TIP).

Mr. North discussed each Travel Demand Model and showed maps that provided a graphic representation of the LOS on many major corridors. Mr. North also provided an overview of Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled (VHT) to show the impact on travel conditions in 2055.

Finally, Mr. North discussed the next steps in developing the four remaining Travel Demand Models, which will require the MPO to send additional project lists to factor in projects that will be under construction prior to 2055.

Mr. North received a question from Commissioner Stowe regarding whether projects included in a potential upcoming TSPLOST will be factored into future Travel Demand Models, to which Mr. North clarified that they would be included in a future project list and factored into the remaining Travel Demand Models that have not yet been developed.

MOTION: Chairman Higgins made a motion to approve the 2020 Base Year and 2055 Do-Nothing Travel Demand Models, which received a second from Commissioner Stowe, and the motion passed by unanimous vote.

6. First Review of Updated GHMPO Bylaws

Mr. Boyd introduced a routine update to the GHMPO Bylaws, which govern how the three MPO committees are to be organized. The changes made in this update to the PC Bylaws include the following:

- First meeting of the year has been moved from the second Tuesday of March to the second Tuesday of February.
- Added text permitting voting via teleconference or phone.

The GHMPO Bylaw updates are anticipated to be adopted during the next round of Committee meetings in July and August.

7. Approval of Draft Amendment #2 to the FY 2024-2027 Transportation Improvement Program (TIP)

Mr. Boyd introduced the second amendment to the FY 2024-2027 Transportation Improvement Program (TIP). Mr. Boyd explained that this amendment updates the funding for two projects and removes a third project from the TIP. Additionally, this amendment makes minor revisions to the Committee membership lists, and adds language clarifying which project updates are eligible for amendments vs. an administrative modification. The three projects being updated in this amendment are listed below:

- **Project Update: GH-016 / PI 003626 – Sardis Road Connector from SR 60 to Sardis Road near Chestatee Road**
 - Construction (CST) funding updated from \$36,637,685.00 to \$56,476,681.24
 - Construction (CST) year changed from FY 2024 to FY 2025
- **Project Update: GH-020A / PI 122060 – Widening of US 129 from Lakeview Street to south of Nopone Road (Phase I)**
 - Construction (CST) funding updated from \$47,173,294.00 to \$58,108,002.91
- **Project Removal: GH-023B / PI 0015280 – Spout Springs Road Widening Phase II – From Union Circle to South of SR 347**
 - Construction (CST) and Utilities (UTL) shifted from FY 2024 to FY 2028

MOTION: Commissioner Stowe made a motion to approve Amendment #2 to the FY 2024-2027 Transportation Improvement Program (TIP), which received a second from Chairman Higgins, and the motion passed by unanimous vote.

8. Approval of Draft GHMPO 2024 Participation Plan

Mr. Haire introduced the final draft of the GHMPO 2024 Participation Plan. Mr. Haire explained that this document was previously included as a part of the Title VI Plan and is now, at GDOT's request, being adopted as a standalone document. The purpose of the Participation Plan is to, for the benefit

of the public, outline the procedures for the GHMPO planning process and list the strategies that the MPO uses to solicit public participation.

MOTION: Commissioner Stowe made a motion to approve of the GHMPO 2024 Participation Plan, which received a second from Chairman Higgins, and the motion passed by unanimous vote.

9. Approval of Draft GHMPO 2024 Title VI Plan

Mr. Haire introduced the Draft GHMPO 2024 Title VI Plan, which serves as an update to the 2021 Title VI Plan. The purpose of the Title VI Plan is to ensure that GHMPO does not discriminate against any members of the public when conducting planning activities. The Title VI Plan outlines the processes through which the public can file a Title VI complaint against GHMPO, and lists out all previous investigations, complaints, and lawsuits, of which there are none to date.

MOTION: Chairman Higgins made a motion to approve the GHMPO 2024 Title VI Plan, which received a second from Commissioner Stowe, and the motion passed by unanimous vote.

10. Other

Mr. Haire provided a brief update on the Metropolitan Transportation Plan: 2025 Update and the Bicycle and Pedestrian Plan Update. The project team is initiating the public involvement efforts for these projects, and an online survey will be launched in the next few weeks. Additionally, outreach materials will be distributed to local jurisdictions to aid in outreach efforts.

Mr. Haire discussed recent efforts to develop an application for additional PL funds in order to conduct a City of Hoschton Transportation Master Plan. This PL application will be included in the next round of Committee meetings, and will be submitted to GAMPO in September.

Mr. Haire also discussed the State Route 13 / Atlanta Highway Corridor Study, which will examine improvements that can be made on State Route 13 / Atlanta Highway from north of Thurmon Tanner Road up to Jesse Jewell Parkway. This project has been put out for bid, and the bid window will close on May 30th.

Mr. Boyd provided an update on the Hall County, Georgia Safe Streets for All Action Plan. Public involvement efforts will commence this summer and the MPO will keep all local jurisdictions informed of how they can be involved and the progress of the plan.

11. Jurisdiction and Agency Reports

Representatives shared the status of projects being completed by their jurisdictions: Mayor Asbridge for the City of Flowery Branch, Mr. White for the City of Oakwood, Mr. Tarver for the City of Gainesville, Mayor Martin for the City of Hoschton, Mr. Lott for the Georgia Department of

Transportation, Mr. Lombard for the Federal Highway Administration, Ms. Moss for Hall Area Transit, Ms. Roy for Jackson County, and Mr. Miller for Hall County.

12. Public Comment

In response to Mr. Lombard’s discussion on discretionary grants, Commissioner Stowe asked Mr. Boyd to ask the City of Gainesville about potential improvements at the railroad crossing near White Sulphur and Pine Valley Road, and if there is any grant funding that the MPO should apply for to facilitate improvements.

Commissioner Stowe asked Mr. Lott about the intersection of State Route 60 and Calvary Church Road, and whether it would be possible to add a green left-turn arrow off of SR 60 and onto Calvary Church Road. Mr. Lott replied that he would check with GDOT Traffic Operations and see what can be done at that intersection.

13. Upcoming Meeting Date

Mayor Asbridge reminded the Committee of their next meeting date on August 13, 2024. Jackson County Commissioner Jim Hix will begin serving as the Policy Committee Chair for FY 2025.

14. Adjourn

There being no other items of business, the meeting adjourned at 10:30 AM.


Commissioner Jim Hix, Chair


Michael Haire, GHMPO

2024 GHMPO Title VI Environmental Justice Analysis

Appendix D: Title VI Notice to Public

Notifying the Public of Rights Under Title VI

GAINESVILLE-HALL METROPOLITAN PLANNING ORGANIZATION (GHMPO)

operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the GHMPO.

For more information on the GHMPO's civil rights program, and the procedures to file a complaint, contact 770-297-5541; email jboyd@hallcounty.org or visit our office at 2875 Browns Bridge Road, Gainesville, Georgia 30503. For more information, visit www.ghmpo.org. Persons who require special accommodations under the American with Disabilities Act (ADA) should contact the GHMPO at least two days prior to meetings.

If information is needed in another language, contact 770-503-3330.

You may also file your complaint directly with the FTA at: Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR 1200 New Jersey Ave., SE, Washington, DC 20590

Titulo VI Anuncio Publico

GAINESVILLE-HALL ORGANIZACION DE PLANIFICACION METROPOLITANA (GHMPO)

administra sus programas y servicios sin considerar raza, color, o origen nacional con el Titulo VI de la Ley de Derechos Civiles. Toda persona que cree que ha sido objeto o ha sido ofendido por alguna practica discriminatoria ilegal debajo del Titulo VI, puede presentar una queja con GHMPO.

Para mas informacion sobre el programa de derechos civiles de GHMPO, y el Procedimiento para presentar una queja, contacte 770-297-5541; correo electronico jboyd@hallcounty.org; o visite nuestra oficina en 2875 Browns Bridge Road, Gainesville, Georgia 30503. Para mas informacion, visite www.ghmpo.org. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act (ADA), comunicarse con la GHMPO al menos dos días antes de reuniones.

Si necesita la informacion en otro idioma, contacte 770-503-3330.

Tambien puede presentar una queja directamente con la Administracion Federal de Transito en: Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR 1200 New Jersey Ave., SE, Washington, DC 20590.

2024 GHMPO Title VI Environmental Justice Analysis

Appendix E: Title VI Complaint Form

Gainesville-Hall Metropolitan Planning Organization

Title VI Complaint Form

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Age <input type="checkbox"/> Disability <input type="checkbox"/> Family or Religious Status <input type="checkbox"/> Other (explain) _____				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				
Section IV				
Have you previously filed a Title VI complaint with this agency?			Yes	No

Gainesville-Hall Organizacion de Planificacion Metropolitana (GHMPO)

Formulario de Queja Titulo VI

Seccion I:				
Nombre:				
Direccion:				
Telefono (casa):			Telefono (trabajo):	
Correo Electronico:				
Requisitos de formato accesible?	Letras grandes		Audio	
	TDD		Otro	
Seccion II:				
¿Esta usted presentando esta queja en su nombre?			Si*	No
*Si usted contesto "Si" a esta pregunta, ir a la Seccion III.				
Si no, por favor suministre el nombre y la relacion de la persona quien se queja:				
Por favor explique por que esta presentando por un tercero:				
Por favor confirme que ha obtenido el permiso de la persona discriminada si esta presentando por un tercero.			Si	No
Seccion III:				
Creo que he sido objeto de discriminacion basada en (marque todas las que apliquen):				
<input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen Nacional <input type="checkbox"/> Edad <input type="checkbox"/> Discapacidad <input type="checkbox"/> Situacion familiar o religiosa <input type="checkbox"/> Otro (explique) _____				
Fecha de la supuesta discriminacion (Mes, Dia, Ano): _____				
Explicar claramente lo que paso o por que usted cree que fue discriminando. Describa todas las personas que estuvieron involucrados. Incluya el nombre e informacion de la persona/personas que fueron discriminados (si lo sabe) asi como los nombres e informacion de testigos. Si necesita mas espacio, por favor utilice el reverso de este formulario.				
Seccion IV				
¿Anteriormente ha presentado una queja del Titulo VI con esta agencia?			Si	No

Seccion V	
¿Ha presentado esta queja con otra agencia federal, estatal o local, o con la corte federal o estatal?	
<input type="checkbox"/> Si	<input type="checkbox"/> No
Si es si, marque todas las que apliquen:	
<input type="checkbox"/> Agencia Federal: _____	
<input type="checkbox"/> Corte Federal _____	<input type="checkbox"/> Agencia Estatal _____
<input type="checkbox"/> Corte Estatal _____	<input type="checkbox"/> Agencia Local _____
Por favor provee la informacion de la persona de contacto en la agencia/corte donde presento la queja.	
Nombre:	
Titulo:	
Agencia:	
Direccion:	
Telefono:	
Seccion VI	
Nombre de la agencia que la queja es contra:	
Persona de contacto:	
Titulo:	
Telefono:	

Usted puede adjuntar cualquier material escrito o otra informacion pertinente a su queja.

Firma y fecha son necesarias a continuacion

Firma

Fecha

Por favor presente este formulario en persona a esta direccion ,o envie por correo a:

Gainesville-Hall Organizacion de Planificacion Metropolitana (GHMPO)
 Joseph Boyd
 2875 Browns Bridge Road
 Gainesville, GA 30503

2024 GHMPO Title VI Environmental Justice Analysis

Appendix F: Language Assistance Plan (LAP)

Introduction

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP." Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

Title VI and Executive Order 13166

In certain circumstances, a failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition against national origin discrimination under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's (DOT) Title VI regulations at 49 CFR Part 21.

To clarify existing requirements for LEP persons under Title VI, on August 11, 2000, President Clinton issued Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." The Executive Order requires each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services consistent with, and without unduly burdening, the fundamental mission of the agency. Each Federal agency is also directed to work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries. To this end, each agency must prepare a plan to improve access to its federally conducted programs and activities (i.e., the services it provides directly to the public) by eligible LEP persons.

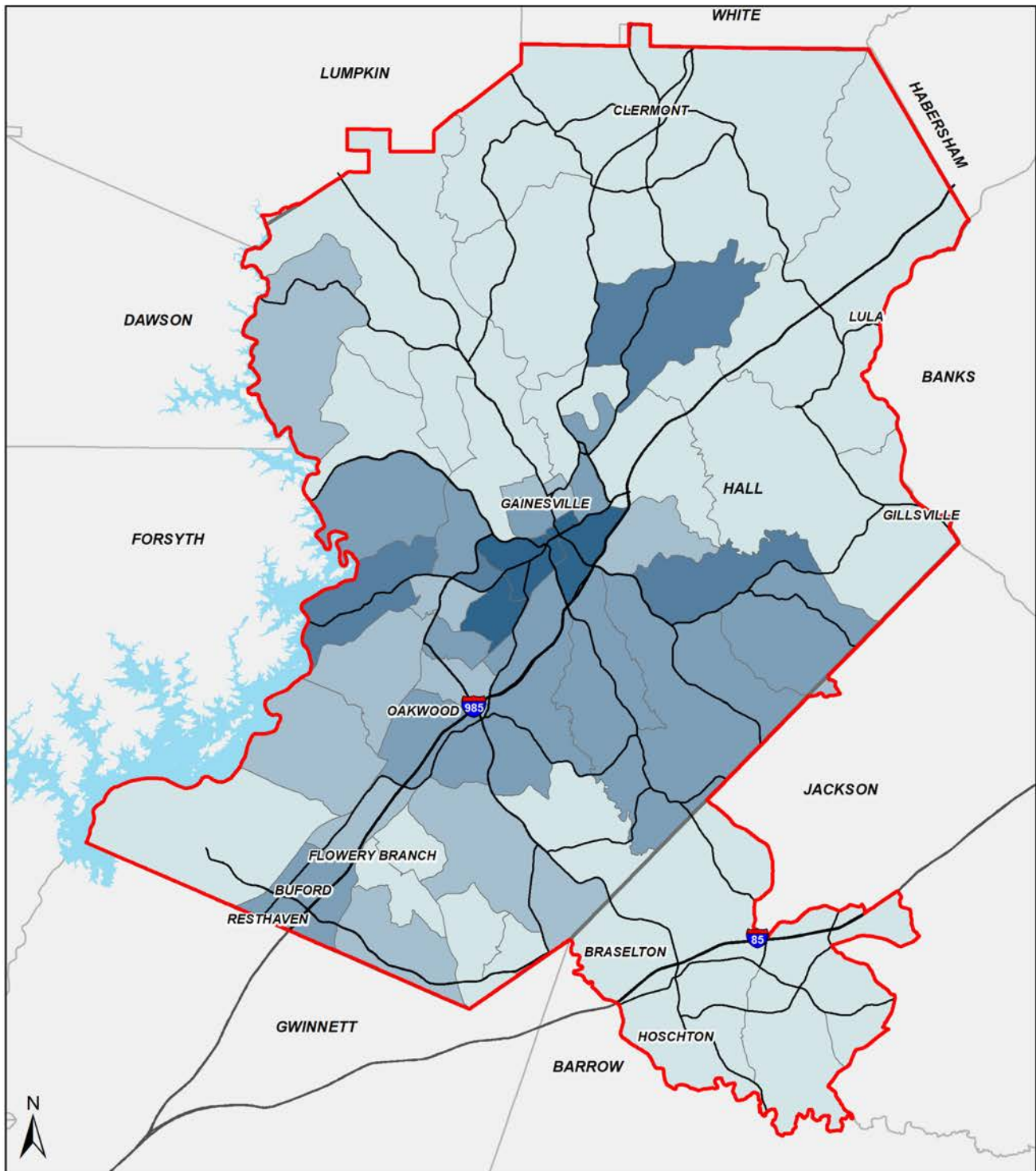
USDOT Guidance on Establishing an LEP Plan

As a federal funding recipient, the GHMPO will comply with Executive Order 13166 by establishing an LEP using the framework provided by the U.S. Department of Transportation (USDOT) and the Federal Transit Administration's (FTA) publication, Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons (April 13, 2007). The USDOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the MPO, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the MPO.
3. The nature and importance of the MPO, activity, or service provided by the MPO to the LEP community.
4. The resources available to the MPO and costs.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service; and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

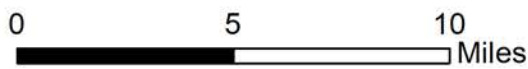
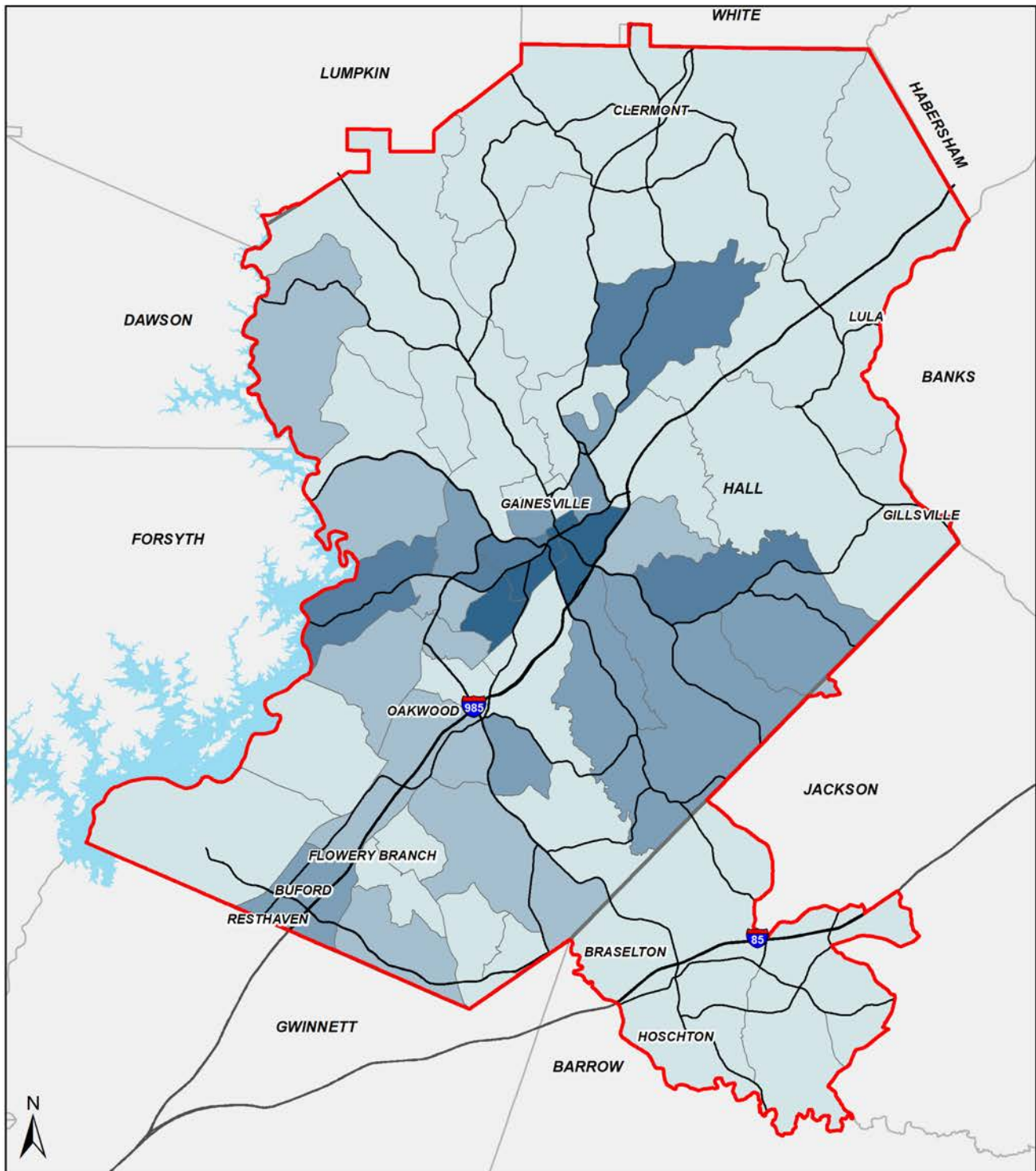
Figure 1: Percent of LEP Households by Census Tract



0 5 10 Miles

Legend	
Percent LEP Households	
	0.00% - 2.00%
	2.01% - 5.00%
	5.01% - 10.00%
	10.01% - 15.00%
	15.01% - 32.58%

Figure 2: Percentage of Spanish-Speaking LEP Households by Census Tract



Legend	
Percent LEP Households	
	0.00% - 2.00%
	2.01% - 5.00%
	5.01% - 10.00%
	10.01% - 15.00%
	15.01% - 31.71%

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the MPO, activity, or service of the recipient or grantee.

The planning area of the GHMPO consists of entire of Hall County and western Jackson County. According to the U.S. Census Bureau 2017-2021 American Community Survey 5-Year Estimates, the primary language for GHMPO area is English and the second most common language spoken is Spanish at 24.08%. Hall County has a higher concentration of Spanish speakers with 26.58% identifying Spanish as their first language, and Jackson County has a much lower concentration of Spanish speakers with 6.09%.

LEP persons are usually defined as those who self-identify as speaking English less than “very well” on the U.S. Census. Table 8 indicates 11.6% of the population in the GHMPO area is not proficient in English. The bulk of those who cannot speak English very well primarily speak Spanish as their first language.

Table 8: Language Spoken at Home for the Population 5 Years and Over

Population Type	Hall County	Jackson County	GHMPO area
English Only	70.42%	91.44%	76.30%
Language other than English	29.68%	8.56%	23.7%
Speak English less than “very well”	12.82%	2.98%	11.6%
Spanish	26.58%	6.09%	24.08%

Source: U.S. Census Bureau, American Community Survey 2017-2021 5-Year Estimates

Factor 2: The frequency with which LEP individuals come in contact with the MPO.

The GHMPO has not received any formal requests by LEP individuals for language translation of any documents nor for an interpreter at any public meetings since first being designated as an MPO in 2003. The GHMPO has unilaterally provided Spanish speakers and funds for interpreters and provided public notices in both English and Spanish at all public meetings such as the development of the Regional Transportation Plan: 2020 Update (RTP 2050 Update), 2024-2027 Transportation Improvement Program (TIP) and assisted Hall Area Transit’s (HAT) Transit Development Plan (TDP) and Human Services Transportation Plan (HSTP).

Factor 3: The nature and importance of the MPO, activity, or service provided by the MPO to the LEP community.

The MPO uses Federal funds to plan for transportation projects and therefore does not include any direct service or program that requires vital, immediate or emergency assistance, such as medical treatment or services for basic needs (like food or shelter). The MPO does not conduct activities which require residents to fill out applications or submit to interviews prior to attending public functions.

The MPO is mandated by the Federal government to create and maintain three key documents: an annual Unified Planning Work Program (UPWP) outlining MPO activities, a short-term four-year Transportation Improvement Program (TIP), and a Metropolitan Transportation Plan (MTP) which covers 20 plus years. GHMPO has a Participation Plan which seeks to garner the input of all residents who can shape the planning process or wish to know more about the direction of transportation planning and how it will affect them.

Although the GHMPO does not directly provide transportation services, it has aided HAT in transit planning. HAT has some Spanish speaking staff members and prints a brochure detailing services, route maps and bus schedules in both English and Spanish.

Factor 4: The resources available to the MPO and overall costs.

The final factor weighs the previous factors to assess the needs of LEP individuals against the resources available to the MPO providing assistance in a language other than English. The GHMPO does have a significant number of LEP residents within Hall County but historically the frequency of contact with the MPO has been low. GHMPO staff provides translations of minor documents, including Title VI complaint forms and executive summaries of all major planning documents. Full translation of major MPO documents would be prohibitively expensive. For example, another MPO reported that a professional translation of its regional transportation plan would cost around \$24,000. The GHMPO has been committed to the principle of inclusivity and used more cost-effective means of outreach, particularly with the Spanish speaking segment of the community, at important junctures of the planning process.

LEP Implementation Plan

Safe Harbor Stipulation and the GHMPO

Federal law provides a “safe harbor” which means that if an MPO provides written translations under certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI. The MPO service area's population over the age of 5 that identifies as speaking English less than “very well” does qualify for the Safe Harbor Provision.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for MPOs that would like greater certainty of compliance than can be provided by a fact-intensive, four-factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances. Strong evidence of compliance with the recipient's written-translation obligations under ‘safe harbor’ includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally. This safe harbor provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

The GHMPO uses vital documents for LEP purposes as defined by USDOT. “A document will be considered vital if it contains information that is critical for obtaining federal services and/or benefits, or is required by law.” Federal Register: January 22, 2001 (Volume 66, Number 14). This includes our Title VI complaint forms and the Title VI Notice of Rights. The GHMPO recognizes that outreach efforts may require the MPO to survey/assess the needs of the LEP population to determine whether other critical outreach materials should be translated into other languages.

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

Element 1: Identifying Persons Who May Need Language Assistance

- When the MPO sponsors a public function with a sign-in sheet table, a staff member or designate will greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, he or she will ask a question that requires a full sentence reply.
- The MPO can use Census Bureau's "I Speak Cards" at the sign-in table for those who speak a language other than English. While staff may not be able to provide translation assistance at this meeting, the cards can be an excellent tool to identify language needs for future meetings.

Element 2: Language Assistance Measures

In the event that the MPO should receive a request for assistance in a foreign language, staff members will take the name and contact information of the person. We can contact an individual who speaks Spanish but for other languages we will use a free online written translator website or we could contact a local community volunteer if available. If the required language is not available or if a formal interpretation is required, staff shall use the telephone interpreter service, Language Line, at 1-800-752- 6096.

Element 3: MPO Staff Training

Incoming staff members will be briefed on the GHMPO's LEP Plan and how to assist LEP residents. They will be told to keep a record of language assistance requests to assess future LEP population needs.

Element 4: Providing Notice to LEP Persons

The GHMPO has provided notice in both English and Spanish for all public meetings in accordance with its Participation Plan:

Non-English Speaking Communities

For major GHMPO planning efforts such as the Long Range Transportation Plan and the Transportation Improvement Program, staff will coordinate with local media resources to gain access to these communities and garner their input. As appropriate, outreach meetings will be conducted to reach these communities. Translators will be made available to serve the non- English speaking communities at public information meetings. Additionally, the Title VI Notice of Rights and Complaint Form are both available in Spanish on the GHMPO website (<https://www.ghmpo.org/planning-documents/title-vi-program-environmental-justice-analysis/>). GHMPO will utilize outreach meetings with the Spanish speaking community to reach the non-English speaking communities:

The MPO also mails notices of important upcoming public meetings in both English and Spanish to those in the GHMPO database of organizations and individuals who have expressed an interest in following MPO activities.

Element 5: Monitoring and Updating the LEP Plan

MPOs are required to update key planning documents (see Factor 3) and monitoring the success of the LEP Plan will be an ongoing process. The answers reflect conditions since adoption of the original LEP in November 2010-present. USDOT guidance recommends updates should consider the following elements:

1. How many LEP persons were encountered?
No one self-identified as an LEP person requested language assistance.
2. Were their needs met?
No additional requests for language assistance were received.
3. What is the current LEP population in the GHMPO area?
12.82% of Hall County, 2.98% of Jackson County, and 11.6% of the GHMPO area are LEP.
4. Has there been a change in the types of languages where translation services are needed?
None.
5. Is there still a need for continued language assistance for previously identified MPO programs? Are there other programs that should be included?
Yes, but no other new programs have been added requiring language assistance.
6. Have the MPO's available resources, such as technology, staff, and financial costs changed?
As of July 2010, GDOT no longer provides half of the local match (10%) for MPO transportation planning. The GHMPO now relies on an in-kind match as a substitute for the loss of direct financial assistance.
7. Has the MPO fulfilled the goals of the LEP Plan?
Yes.
8. Were any complaints received?
No.

Dissemination of the MPO Limited English Proficiency Plan

The MPO has posted the LEP Plan on its website at: (<https://www.ghmpo.org/planning-documents/title-vi-program-environmental-justice-analysis/>). Copies of the LEP Plan have been provided to the Georgia Department of Transportation (GDOT), Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and any person or agency requesting a copy. Each MPO sub-recipient has been provided a copy and educated on the importance of providing language assistance.

Any questions or comments regarding this plan should be directed to:

Joseph Boyd
Gainesville-Hall MPO
P.O. Box 1435
Gainesville, GA 30503
Phone: (770) 297-4401
jboyd@hallcounty.org

2024 GHMPO Title VI Environmental Justice Analysis

Appendix G: Operating Area Language Data: Gainesville-Hall MPO Service Area

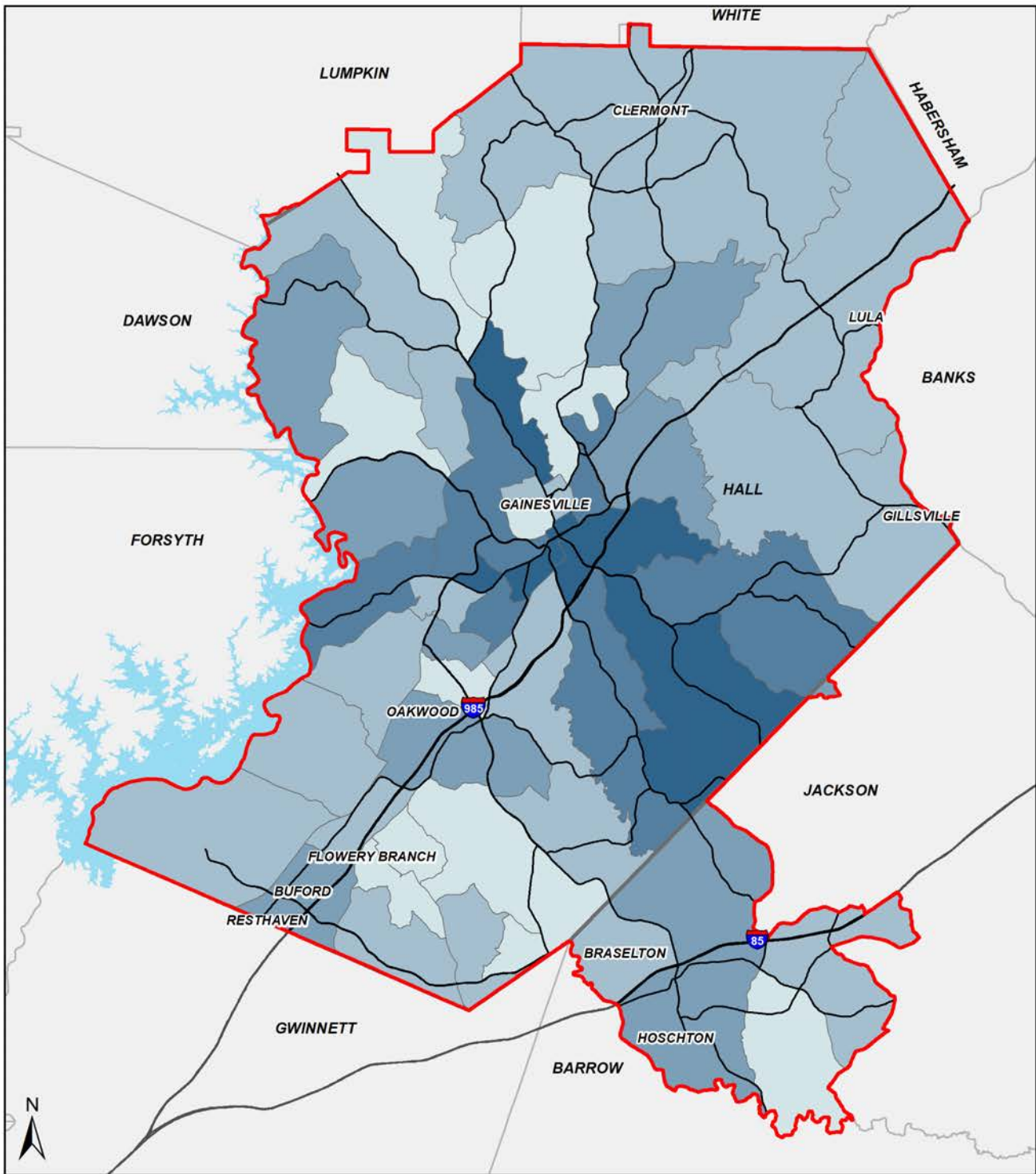
Source: US Census Bureau American Community Survey (ACS) 2017-2021 Five-Year Estimates

<u>Language</u>	<u>County</u>	<u>Percent of Population</u>
Total	Hall	100%
Speak only English	Hall	70.42%
Spanish or Spanish Creole	Hall	26.58%
Speak English “very well”	Hall	14.79%
Speak English less than “very well”	Hall	11.79%
Other Indo-European Languages	Hall	1.65%
Speak English “very well”	Hall	1.17%
Speak English less than “very well”	Hall	0.50%
Asian and Pacific Island Languages	Hall	1.25%
Speak English “very well”	Hall	0.76%
Speak English less than “very well”	Hall	0.49%
Other Languages	Hall	0.10%
Speak English “very well”	Hall	0.06%
Speak English less than “very well”	Hall	0.03%
Total	Jackson	100%
Speak only English	Jackson	91.44%
Spanish or Spanish Creole	Jackson	6.09%
Speak English “very well”	Jackson	4.01%
Speak English less than “very well”	Jackson	2.08%
Other Indo-European Languages	Jackson	1.09%
Speak English “very well”	Jackson	0.64%
Speak English less than “very well”	Jackson	0.45%
Asian and Pacific Island Languages	Jackson	1.29%
Speak English “very well”	Jackson	0.85%
Speak English less than “very well”	Jackson	0.44%
Other Languages	Jackson	0.09%
Speak English “very well”	Jackson	0.09%
Speak English less than “very well”	Jackson	0.00%

2024 GHMPO Title VI Environmental Justice Analysis

Appendix H: Demographic Maps

Figure 3: Percentage of Households Below Poverty Level by Census Tract



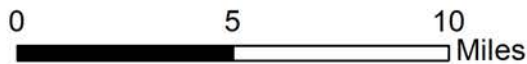
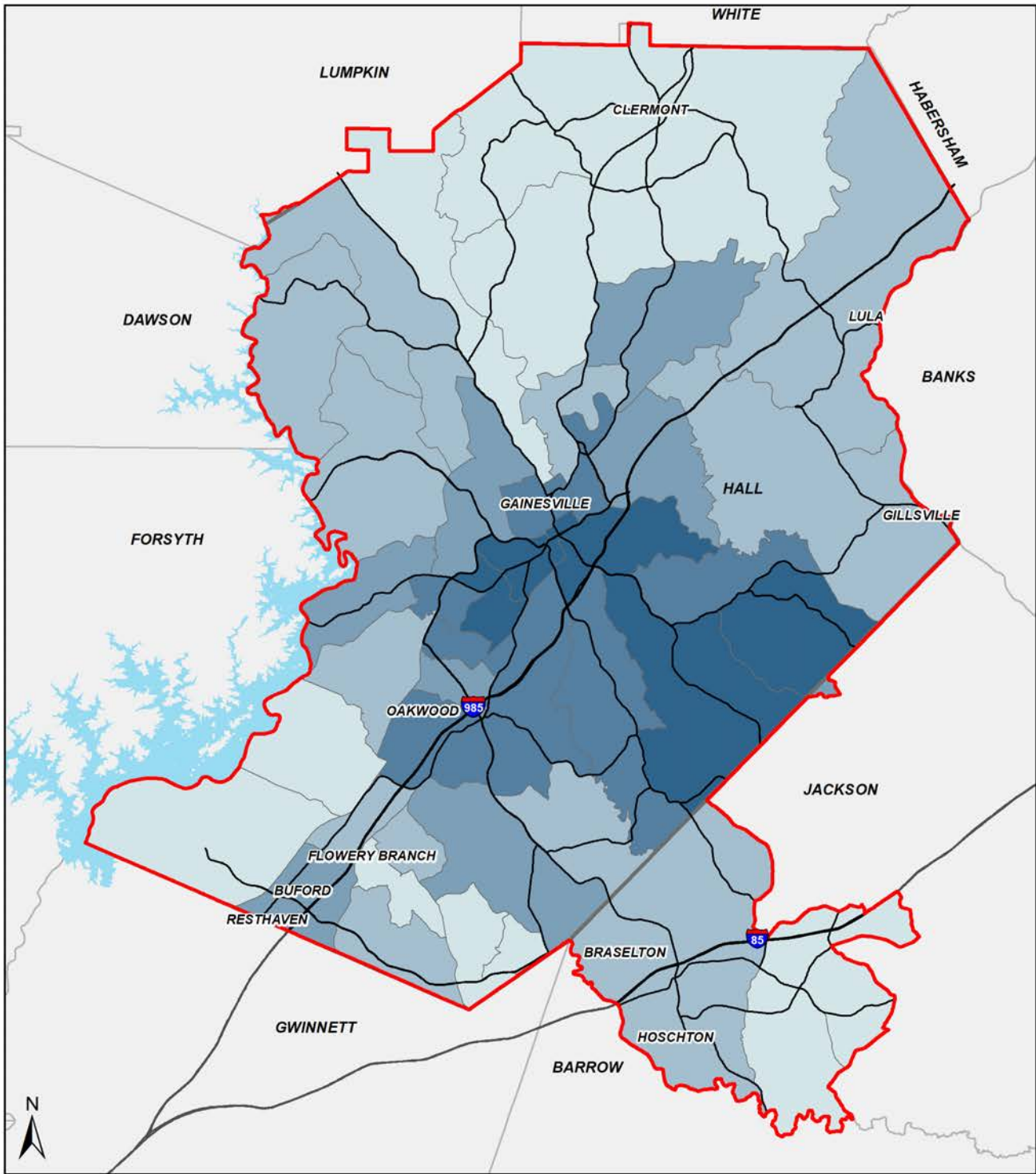
0 5 10 Miles

Legend	
Percent Poverty Households	
	1.96% - 5.00%
	5.01% - 10.00%
	10.01% - 15.00%
	15.01% - 25.00%
	25.01% - 41.30%



Source: US Census Bureau's 2017-2021 American Community Survey (ACS) 5-Year Estimates

Figure 4: Percentage of Racial and Ethnic Minority Population by Census Tract



Legend	
Percent Minority Population	
	6.06% - 15.00%
	15.01% - 30.00%
	30.01% - 40.00%
	40.01% - 70.00%
	70.01% - 95.86%



Source: US Census Bureau's 2017-2021 American Community Survey (ACS) 5-Year Estimates

2024 GHMPO Title VI Environmental Justice Analysis

Appendix I: Title VI Equity Analysis

The Gainesville-Hall MPO has not performed a Title VI Equity Analysis.

2024 GHMPO Title VI Environmental Justice Analysis

Appendix J: Title VI Assurances

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The Gainesville-Hall Metropolitan Planning Organization (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Gainesville-Hall Metropolitan Planning Organization, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Gainesville-Hall Metropolitan Planning Organization also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Gainesville-Hall Metropolitan Planning Organization gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Aid Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Aid Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Gainesville-Hall Metropolitan Planning Organization
(Name of Recipient)

by 
(Signature of Authorized Official)

DATED 5/14/2024

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The

A

contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Gainesville-Hall Metropolitan Planning Organization will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Gainesville-Hall Metropolitan Planning Organization all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Gainesville-Hall Metropolitan Planning Organization and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Gainesville-Hall Metropolitan Planning Organization, its successors and assigns.

The Gainesville-Hall Metropolitan Planning Organization, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Gainesville-Hall Metropolitan Planning Organization will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

B

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Gainesville-Hall Metropolitan Planning Organization pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Gainesville-Hall Metropolitan Planning Organization will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Gainesville-Hall Metropolitan Planning Organization will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Gainesville-Hall Metropolitan Planning Organization and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

C

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Gainesville-Hall Metropolitan Planning Organization pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Gainesville-Hall Metropolitan Planning Organization will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Gainesville-Hall Metropolitan Planning Organization will there upon revert to and vest in and become the absolute property of Gainesville-Hall Metropolitan Planning Organization and its assigns.*

(* Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

D

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E

Attachment A2: GDOT Title VI Training Certificate
- Jordan Wallace

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to
JORDAN WALLACE

TITLE VI/ ADA TRAINING



Signatures: *Antony Watson* ADA Coordinator

 Byron Browning Title VI Coordinator

February 4, 2025

**Attachment A3: Sample Procurement of Design
Services with Title VI Language**



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

Request for Qualifications

RFQ #46-020

For the provision of

Navajo Circle (CR 1203) Life/Safety Grade Separation Planning Study and Concept Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

PURPOSE: Hall County, Georgia, a municipal entity of the State of Georgia, is issuing this Request for Qualifications from highly experienced firms to provide Planning, Public Involvement, and Concept Development Services (herein "Services") for the Navajo Circle (CR 1203) Life/Safety Grade Separation Planning Study – Federal Railroad Administration Grant (herein "Project").

It is the County's intention to award one (1) firm for all the Services listed herein.

SCHEDULE OF EVENTS:

RFQ Post Date: Tuesday, July 29th, 2025

Bidder's Demonstrations: Scheduled by invitation

Bidder's Questions Due Date: Tuesday, August 12th, 2025

Response to Bidder Questions Due Date: Thursday August 21st, 2025

RFQ Due Date: Tuesday, September 2nd, 2025, 2:00pm

OWNER INFORMATION: Hall County, Georgia, (herein "County", "Owner") serves 217,267 residents and is principally located at the Hall County Government Center (HCGC), 2875 Browns Bridge Road, Gainesville, GA 30504.

OWNER EXPECTATIONS: It is imperative that the County's program be managed, designed, and constructed with the utmost regard to cost, schedule, and quality control by all respondents. There is a clear expectation by the County and its residents that construction costs will be successfully managed within. The integrity, reputation, skills, and performance of the program management firms (herein "Bidder", "Contractor", "Program Manager") must be the highest caliber to maintain confidence in the project team(s).

Table of Contents

Section I- General Project Information	3
Section II - Selection Method	4
Section III - Schedule of Events	5
Section IV - Selection Criteria for Phase I: Evaluation of Statements of Qualifications	6
Section V - Selection Criteria for Phase II: Evaluation of Technical Approach and Past Performance	7
Section VI - Instructions for Content and Preparation of Statements of Qualifications- Phase I Response	8
Section VII - Instructions for Preparing Technical Approach and Past Performance Response – Phase II Response	13
Section VIII - Instructions for Submittal for Phase I - Statement of Qualifications	14
Section IX - Instructions for Submittal for Phase II – Technical Approach and Past Performance Response	16
Section X – Terms and Conditions	18
Attachment I – Project Description/Scope of Work	
Attachment II - Area Class Summary Example	
Exhibit A - Mandatory Bid Response Form	
Exhibit B - Contract for Services	
Exhibit C - W-9 Form	
Exhibit D - E-Verify Affidavit	
Exhibit E - Ethics Affidavit	
Exhibit F - Georgia Security and Immigration Compliance Act Affidavit	
Exhibit G - Title VI and Compliance with Federal Regulations Affidavit	

1. Section I- General Project Information

A. Overview

Hall County is soliciting Statement of Qualifications (SOOs) from qualified firms or organizations, to provide Planning, Public Involvement, and Concept Development Services for the Navajo Circle (CR 1203) Life/Safety Grade Separation Planning Study – Federal Railroad Administration Grant.

This Request for Qualifications (RFQ) seeks to identify potential providers for the Scope of Services for the project listed in Attachment I. Firms that respond to this RFQ and are determined by Hall County to be sufficiently qualified may be deemed eligible and invited to offer a technical approach and/or possibly present and/or interview for these services. All respondents to this RFQ are subject to instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully. Hall County reserves the right to reject any or all Statements of Qualifications or Technical Approach, and to waive technicalities and informalities at the discretion of Hall County.

B. IMPORTANT- A RESTRICTION OF COMMUNICATION IS IN EFFECT FOR THIS PROJECT

From the advertisement date of this solicitation until successful respondents are selected and the award is made official and announced, firms are not allowed to communicate about this solicitation or scope with any staff of Hall County including Commissioners, except for the submission of questions as instructed in the RFQ, or with the contact designated in RFQ Section VIII.C., or as provided by any existing work agreement(s). For violation of this provision, Hall County reserves the right to reject the submittal of the offending respondent.

C. Scope of Services

Under the terms of the resulting Agreement, the selected consultant will provide Planning, Concept Development, and Public Involvement Services for the Hall County Project identified. The selected firm must have experience in and ability to commit to a multi-year program implementation. The anticipated scope of work for the project/contract is included in Attachment I.

D. Contract Term and Type

Hall County anticipates one (1) Multi-Phase Project Specific contract to be awarded to one (1) firm, for the project/contract identified. Hall County anticipates that the Contract Type will be Lump Sum with Task Orders issued per project phase.

E. Contract Amount

The Project Specific contract will be determined via negotiations with the County. If the County is unable to reach a satisfactory agreement for the services to be provided, the County reserves the right to terminate negotiations with the highest scoring finalist and begin negotiations with the next highest scoring finalist.

2. Section II - Selection Method

A. Method of Communication

All general communication of relevant information regarding this solicitation will be made via the Hall County webpage <https://www.hallcounty.org/Bids.aspx> under RFQ# 46-020. All firms are responsible for checking the Hall County Purchasing webpage and the Georgia Procurement Registry (GPR) on a regular basis for Addenda, updates, clarifications, and announcements. Hall County reserves the right to communicate via electronic mail with the primary contact listed in the Statements of Qualifications. Other specific communications will be made as indicated in the remainder of this RFQ.

B. Phase I- Selection of Finalists

Based on the Statements of Qualifications submitted in response to the project/contract listed in this RFQ, the Selection Committee will review the Experience and Qualifications and Resources and Workload Capacity listed in Section IV. Selection Criteria for Phase I. The Selection Committee will discuss the top submittals, and the final rankings of the top submittals will be determined. From the final rankings of the top submittals, the Selection Committee will identify three (3) to five (5) firms that will be shortlisted.

All firms must meet the minimum requirements as listed in Section IV.A. below.

C. Finalist Notification for Phase II

Firms selected and shortlisted as finalists will receive notification and final instructions from Hall County regarding the Phase II- Technical Approach response.

D. Phase II- Finalists Response on Technical Approach and Past Performance

Hall County will request a Technical Approach of the three (3) to five (5) finalist firms for the project/contract. Hall County reserves the right to request a presentation/interview on any project/contract as determined in its best interests;

however, this additional requirement shall typically be reserved for the most complex projects. Each finalist firm shall be notified in writing and informed of the Technical Approach due date. Any additional detailed Technical Approach instructions and requirements, beyond those provided in Section V. Selection Criteria for Phase II, for the finalists will be provided in the Finalist Notification. All members of the Selection Committee will review the Technical Approach (and will attend the presentation/interview if so chosen). Firms shall not address any questions, prior to the award announcement, to anyone other than the designated contact.

E. Final Selection

Final selection will be determined by carrying the scores from Phase I forward for each Finalist and by evaluating the Technical Approach and Past Performance criteria for Phase II. The Selection Committee will discuss the Finalist's Phase II Responses, and the final rankings will be determined.

Negotiations will then be initiated with the top-ranked firm to finalize the terms and conditions of the contract(s), including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm, Hall County will formally terminate the negotiations and possibly enter into negotiations with the second highest-ranking firm, and so on in turn until a mutual agreement is established and Hall County awards a contract. The final form of the contract shall be developed by Hall County.

3. Section III – Schedule of Events

The following Schedule of Events represents Hall County's best estimate of the Schedule that will be followed. All times indicated are prevailing times in Gainesville, Georgia. Hall County reserves the right to adjust the Schedule as it deems necessary.

PHASE I	DATE	TIME
a. Hall County issues public advertisement of RFQ 46-020	7/29/2025	
b. Deadline for submission of written questions and requests for clarification	8/12/2025	2:00 PM
c. Deadline for Hall County to respond to Bidder questions	8/21/2025	2:00 PM
d. Deadline for submission of Statements of Qualifications	9/4/2025	2:00 PM

PHASE II		
d. Hall County completes evaluation and issues notification and other information to finalist firms	TBD	
e. Deadline for submission of written questions from finalists	TBD	2:00 PM
f. Phase II Response of Finalist firms due	TBD	2:00 PM

4. Section IV – Selection Criteria for Phase I: Evaluation of Statements of Qualifications

A. Area Class Requirements and Certification

Presented teams must be prequalified in the indicated Area Class(es) in order to be evaluated. Required proof of prequalification shall be submitted as indicated in Section VI.B.4. All submittals will be pre-screened to verify that the Prime consultant has the required Area Class(es) and that the overall team has the required Area Class(es). Any submittal in which the Prime consultant or the overall team area class requirements are not met will be disqualified from further consideration.

Each submittal will require certification to allow the County to analyze risks in determining if any firm should be ineligible for the award. The certification shall cover a wide variety of information. Any firm which responds in any potentially concerning manner must provide additional information as directed herein for consideration by Hall County to determine if Firm is eligible for the award.

B. Project Manager, Key Team Leader(s) and Prime’s Experience and Qualifications- 30%

The Selection Committee will evaluate all firms on their Experience and Qualifications, which shall account for a total of thirty percent (30%) of the total evaluation. The following criteria for scoring Phase I of the evaluation will be utilized to determine which firms are shortlisted:

1. Project Manager education, registration, relevant transportation and/or railroad experience, relevant project management experience, experience in utilizing Federal specific processes, manuals, or guidance (Federal Rail Administration, Public involvement, NEPA, Concept Development, Alternatives Analysis, Roadway Design, Bridge Design, etc.).
2. Key Team Leaders' education, registration, relevant technical experience, and relevant experience in utilizing Federal specific processes, manuals, or guidance (Federal Rail Administration, Public involvement, NEPA, Concept Development, Alternatives Analysis, Roadway Design, Bridge Design, etc.).
3. Prime Consultant's experience in delivering projects of similar complexity, size, scope, and function.

C. Project Manager, Key Team Leader(s) and Prime's Resources and Workload Capacity -20%

The Selection Committee will evaluate all firms on their Resources availability and Workload Capacity which shall account for a total of twenty percent (20%) of the total evaluation. The following criteria for scoring the Resources and Workload Capacity will be utilized to determine which firms are shortlisted:

1. Project Manager Workload
 2. Workload capacity of Key Team Leader(s)
 3. Resources dedicated to delivering the project
 4. Ability to meet project schedule
5. Section V – Selection Criteria for Phase II: Evaluation of Technical Approach and Past Performance
- A. Technical Approach – 40%

The Selection Committee will evaluate the shortlisted firms (Finalists) on their Technical Approach, which shall account for a total of forty percent (40%). The Selection Committee shall utilize the following additional criteria for scoring Phase II of the evaluation to determine the highest ranked/most qualified (NOTE: Scores from Phase I will be carried forward and combined with the scores from the Phase II to determine the final ranking of Finalists):

1. Provide any unique technical approaches your firm offers relative to addressing anticipated planning, design and engineering concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures. Provide any specific qualifications, skills, knowledge which your firm has which could benefit the project, and your ability and willingness to meet time requirements.

A. Past Performance – 10%

The Selection Committee may consider information provided via references provided for relevant projects, knowledge any selection committee member has of performance on relevant projects, and performance evaluations or knowledge presented on GDOT projects. The Selection Committee will consider all factors in their totality and score from 0 to 10 when arriving at a final score for the Past Performance.

6. Section VI – Instructions for Content and Preparation of Statements of Qualifications- Phase I Response

The Statements of Qualifications submittal must be submitted in accordance with the instructions provided in Section VIII, and must be organized, categorized using the same headings (in red), and numbered and lettered exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the County to ensure compliance with the page limitations.

Cover page- The project/contract submittal must have a cover page and must list the RFQ#, RFQ Title, proposing firm's full legal name and the specific project contract being submitted on to include the Project Name, County, and Description.

A. Administrative Requirements

It is required to submit the information below for each submittal. This is general information and will not be scored but may be used to determine eligibility for selection. Under Administrative Requirements section, only submit the information requested; additional information will be subject to disqualification of your firm.

1. Basic company information:

- a. Company name.
- b. Company Headquarter Address
- c. Contact Information - Name and all contact information (telephone number(s) and e-mail address) of the primary proposing contact (this will be the individual with whom the County will direct all communications).
- d. Company website (if available).
- e. Georgia Addresses - Identify and provide addresses for the offices located in the State of Georgia.
- f. Staff - List the number and disciplines of staff members employed in each office in the State of Georgia.
- g. Ownership - Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the Offeror a sole proprietorship, partnership, corporation, limited liability corporation, or other structure?

2. **Mandatory Bid Response Form** - Complete the Bid Response Form (*Exhibit A enclosed with RFQ*) and provide a signed original within the firm's Statement of Qualifications. This is to be submitted for the Prime ONLY.
3. **Contract for Services** - The County and the selected Firm shall enter into a formal agreement; substantially in the form of the attached *EXHIBIT B - CONTRACT FOR SERVICES* by counter signing the contract with an execution date. Contracts are **only valid if they are countersigned by the County's Chairman of the Board of Commissioners**. Bidders should sign the Contract and submit it with their bid response. All questions regarding the Scope of Services should be directed to the Issuing Officer no later than Tuesday, August 12th, 2025. If there are no written objections, then the County will take this as an affirmative acceptance of the Scope of Services as it is presented.
4. **W-9 Form** – Complete and sign W-9 Form attached in *EXHIBIT C – W-9 FORM*
5. **E-Verify Affidavit** - It is the policy of the County that unauthorized aliens shall not be employed to perform work on contracts involving the physical performance of services. Sign and notarize attached *EXHIBIT D - E-VERIFY AFFIDAVIT* and return with the proposal. This is to be submitted for the Prime ONLY.
6. **Ethics Affidavit** - Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia ("County") must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County – Ethics. Sign and notarize attached *Exhibit E – Ethics Affidavit* and return with the proposal. This is to be submitted for the Prime ONLY.
7. **Georgia Security and Immigration Compliance Act Affidavit** – Complete the form in attached *Exhibit F - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT* and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the Prime ONLY.
8. **Title VI and Compliance with Federal Regulations** - Complete the form in attached *Exhibit G - TITLE VI AND COMPLIANCE WITH FEDERAL REGULATIONS* and provide a signed original within the firm's Statement of Qualifications. This is to be submitted for the Prime ONLY.
9. **Addenda** - Sign any Addenda issued for the Prime ONLY and include with proposal submittal.

B. Experience and Qualifications

1. **Project Manager** - Provide information pertaining to the project manager, including but not limited to:
 - a. **Education**.
 - b. **Registration** (if necessary and applicable.)
 - c. **Relevant engineering experience**.
 - d. **Relevant project management experience** for projects of similar complexity, size, scope, and function.
 - e. **Relevant experience utilizing federal specific processes, manuals, or guidance, bridge design, roadway design, and utility relocations/coordination (specifically railroad coordination)** [Federal Rail Administration, Public involvement, NEPA, Concept Development, Alternatives Analysis, Roadway & Bridge Design, etc.]

This information is limited to two (2) pages maximum.

2. **Key Team Leaders** - Provide experience of Key Team Leaders (defined as those individuals who oversee project areas determined as particularly important to each specific project, refer to the Project Description in Attachment I, specifically Section 5) for the list of Key Team Leaders for the Project. For each Key Team Leader identified provide:
 - a. **Education**.
 - b. **Registration** (if necessary and applicable.)
 - c. **Relevant engineering experience**.
 - d. **Relevant project management experience** for projects of similar complexity, size, scope, and function.
 - e. **Relevant experience utilizing federal specific processes, manuals, or guidance, bridge design, roadway design, and utility relocations/coordination (specifically railroad coordination)** [Federal Rail Administration, Public involvement, NEPA, Concept Development, Alternatives Analysis, Roadway & Bridge Design, etc.]

This information is limited to one (1) page maximum for each Key Team Leader identified in Attachment I. Respondents submitting more than one (1) page for each Key Team Leader identified will be subject to disqualification. Respondents who provide more Key Team Leaders than what is outlined in the requirement will be subject to disqualification as this would provide an advantage over firms who complied with the requirement and had the required number of Key Team Leaders. Respondents who do not provide the required Key Team Leaders will be subject to disqualification as this does not meet the

requirements of the project and therefore would deem the respondent and its team unqualified for the award.

3. **Prime Experience** - Provide information on the prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function, which demonstrate the firm's capabilities to provide services for Hall County. For each project, the following information should be provided:
 - a. **Client name, project location and dates during which services were performed.**
 - b. **Description of overall project and services performed by your firm.**
 - c. **Duration of project services provided by your firm, and overall project budget.**
 - d. **Relevant experience utilizing federal specific processes, manuals, or guidance, bridge design, roadway design, and utility relocations/coordination (specifically railroad coordination)** [Federal Rail Administration, Public involvement, NEPA, Concept Development, Alternatives Analysis, Roadway & Bridge Design, etc.]
 - e. **Client(s) current contact information** including contact names, telephone numbers and email address.
 - f. **Involvement of Key Team Leaders** on the projects.

This information is limited to two (2) pages maximum.

4. **Area Class Summary Form and Notice of Professional Consultant Qualifications**
 - Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom Hall County will contract. The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. Prime Consultants and their sub-consultant team members must meet the Area Class requirements listed in Attachment I for each project on which they apply. In regards to the required Area Classes, for each project/contract on which they apply, respondents should submit a summary form (example provided in Attachment II) which details the required area classes for the Prime Consultant and all sub-consultants on the team listed in the Statement of Qualifications. The area classes and firms meeting the area classes listed on the summary form must meet all required area classes or the team will be disqualified. If a team member's prequalification expires prior to the due date of the SOQ, documentation must be provided which shows that the firm has submitted its application for prequalification prior to the SOQ due date. The team must maintain its prequalification certification in order to be considered eligible for award if selected. Additionally, respondents should submit the Notice of Professional Consultant Qualifications (for the Prime

Consultant and all sub- consultants for each project) issued by GDOT and attach after the Area Class summary form.

This information is limited to the one (1) page for the Area Class table (unless the project needs require an extensive list of area classes) and the required Notice of Professional Consultant Qualifications. **(The table may not be submitted on a 11" x 17" page).**

C. Resources and Workload Capacity

1. **Overall Resources** - Provide information pertaining to the overall resources dedicated to delivering the specific project, including:
 - a. **Organizational chart** which identifies the project manager, prime, Key Team Leaders, support personnel, and reporting structure. This chart may **be submitted on a 11" x 17" page. (Excluded from the page count)**
 - b. **Primary Office** - Identify and discuss the primary office which will be responsible for handling the specific project and the number and types of staff within the office and how this office could benefit the project and promote efficiency. This information to be included on the one (1) page with the Narrative on Additional Resource Areas and Ability.
 - c. **Narrative on Additional Resource Areas and Ability** – Respondents are also allowed to provide information regarding additional resource areas identified as important to the project, to discuss how the key areas will integrate and work together on the project, to discuss any information which is pertinent to these areas, to provide a narrative regarding how the organization of the team, including the PM and Key Team Leaders can deliver the project on schedule given their workload capacity. (Hall County recognizes that some individuals may be able to meet the schedule while carrying heavier project loads.) Respondents may discuss the advantages of your team and the abilities of the team members which will enable the project to meet the proposed schedule as identified in Attachment I (where applicable). If there is no proposed schedule, discuss the advantages of the team and the abilities of the team members which will enable the project to move as expeditiously as possible. Respondents submitting more than the one (1) page allowed (combined for C.1.b. and C.1.c.), will be subject to disqualification.
2. **Project Manager Commitment Table** - Provide a list of ALL projects (GDOT, FHWA, FRA, Hall County, other governments, and private contracts – Information may be validated and any firm determined not to be listing all projects may be subject to disqualification) on which the proposed project manager is currently committed, to enable the County to ascertain the project manager's availability. Utilize a table similar to the following format

with a minimum of all criteria indicated to provide the requested information:

3. **Team Leader Project Commitment Table** - Provide a table similar to the below, with a minimum of all criteria indicated, which identifies ALL projects the Key Team Leaders (refer to the Project Description in Attachment I, specifically Section 5 for the list of Key Team Leaders for each Project) are committed on to enable the County to ascertain the available capacity.

Project Manager	Project Name/GDOT PI No	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

Key Team Leader	Project Name/GDOT PI No	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

This information is limited to the organization chart (excluded from page count), one (1) page combined of text (for both the Primary Office and Narrative on Additional Resource Areas and Ability), and the tables.

7. Section VII – Instructions for Preparing Technical Approach and Past Performance Response – Phase II Response

The following information will only be requested from the shortlisted firms. The Selection Committee will evaluate the shortlisted firms using the information provided as requested below (NOTE: Scores from Phase I will be carried forward to Phase II):

Phase II response must be submitted in accordance with the instructions provided in Section IX, and must be organized, categorized using the same headings (in red), and numbered and lettered exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. **It is not allowed to begin new sections**

on a page allowed for a previous section, if applicable. This will enable the County to ensure compliance with the page limitations.

Phase II Cover Page – The submittal must have a separate cover page and must indicate the response is for Phase II, list the RFQ, RFQ Title, proposing firm's full legal name and the specific project contract being submitted on to include the Project Name, County, and Description.

A. Technical Approach

1. Provide any unique technical approaches your firm offers relative to addressing anticipated planning concepts, public involvement, Concept Development & Alternatives Analysis, budget estimation, and/or management of the project.
2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control and quality assurance procedures. Provide any specific qualifications, skills, and knowledge which your firm has which could benefit the project, and your ability and willingness to meet time requirements.

This information will be limited to a maximum of three (3) pages.

B. Past Performance

No additional information should be submitted to fulfill this requirement. Information from the relevant projects listed as well as information on file with the County will be used to fulfill this requirement.

Past performance may be evaluated through the checking of project references for the proposed project manager as well as the firm. The County will check these references at random. For this reason, attention should be paid to the references provided to ensure that the contact information provided is accurate and the individual references are reachable. Other past performance information which may be utilized includes County consultant performance ratings as well as knowledge that any member of the Selection Committee has pertaining to the past performance of the firm on any project.

8. Section VIII – Instructions for Submittal for Phase I - Statement of Qualifications

- a. One (1) hard copy original submittal is required. Hard copies can be mailed or hand delivered to the Hall County Government Center (HCGC)- 4th Floor Purchasing Division located at 2875 Browns Bridge Road, Gainesville, GA 30504. One (1) electronic version submittal on a USB drive is also required. The Submittal must follow the format and meet the content requirements identified in Section VI, entitled Instructions for Content and Preparation of

Statements of Qualifications – Phase I Response. See Attachment 1 for a summary of how the submittals should be prepared.

Hall County uses its County webpage <https://www.hallcounty.org/Bids.aspx> to administer the competitive solicitation process, including but not limited to soliciting RFQs, issuing addenda, and posting results. There is no charge to register and download the RFQ from the webpage. The County shall not be responsible for a firm's inability to submit an RFQ by the end date and time for any reason, including issues arising from the use of the County's webpage or mailing delays.

It is the sole responsibility of the firm to ensure that all addenda are received and that their proposal is submitted on time.

- b. Submittals must be typed as a standard (8½" x 11") document. The pages should be numbered; however, submittal pages will be counted by section to determine compliance with page limits. Responses are limited to the page counts indicated in each section using a minimum of size 11-point font. Page counts will be determined by pages with print on them, not by the physical piece of paper. Each Statement of Qualifications shall be prepared simply and economically as indicated above. Colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: Additional pages other than what has been specified above in each section should not be included and will be grounds for disqualification. Submittals are limited to the information requested in Section VI. Instructions for Content and Preparation of Statements of Qualifications - Phase I Response only. Hyperlinks or embedded video are not allowed.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. Hall County is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of Hall County. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

Hall County reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the County.

c. Questions and Requests for Clarification

It is the sole responsibility of each firm to notify the Issuing Agent to request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. All questions and requests for information received will be responded to by official written addendum issued by the County and uploaded to the County webpage as an addendum to the RFQ. Under no circumstances shall an oral explanation given by any County official, officer, staff, or agent be binding upon the County and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each firm to read and comprehend all addenda issued.

From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in Section I.1.2.

9. Section IX – Instructions for Submittal for Phase II – Technical Approach and Past Performance Response

THESE INSTRUCTIONS ARE INTENDED SOLELY FOR THOSE FIRMS IDENTIFIED AND NOTIFIED AS FINALISTS. Final Instructions will be provided to the Finalists in the notification.

Please note that each project/contract will follow an individual schedule that meets the availability of each Selection Committee. For this reason, the Notice to Selected Finalists and resulting Phase II responses may be on different schedules for each project/contract.

- a. The Submittal must follow the format and meet the content requirements identified in Section VII, entitled Instructions for Preparing Technical Approach and Past Performance Response - Phase II Response. See Attachment 1 for a summary of how the submittals should be prepared.

Hall County uses its webpage <https://www.hallcounty.org/Bids.aspx> and the Georgia Procurement Registry (GPR) to administer the competitive solicitation process, including but not limited to soliciting RFQs, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from the webpage. The County shall not be responsible for a firm's inability to submit an RFQ by

the end date and time for any reason, including issues arising from the use of the County's webpage or mailing delays.

It is the sole responsibility of the firm to ensure that all addenda are received and that their proposal is submitted on time.

- b. Submittals must be typed as a standard (8½" x 11") document. The pages should be numbered; however, submittal pages will be counted by section to determine compliance with page limits. Responses are limited to the page counts indicated in each section using a minimum of size 11 font. Page counts will be determined by pages with print on them, not by the physical piece of paper. Each Statement of Qualifications shall be prepared simply and economically as indicated above. Colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: Additional pages other than what has been specified above in each section should not be included and will be grounds for disqualification. Submittals are limited to the information requested in Section VII. Instructions for Preparing Technical Approach and Past Performance Response-Phase II Response only. Hyperlinks or embedded video are not allowed.

No submittals will be accepted after the time and date set for receipt.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. Hall County is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of Hall County. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

Hall County reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the County.

- c. Questions and Requests for Clarification

It is the sole responsibility of each firm to notify the Issuing Agent to request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after

this date may not be addressed. All questions and requests for information received will be responded to by official written addendum issued by the County and uploaded to the County webpage as an addendum to the RFQ. Under no circumstances shall an oral explanation given by any County official, officer, staff, or agent be binding upon the County and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each firm to read and comprehend all addenda issued.

From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in Section I.1.2.

10. Section X – Terms and Conditions

A. Statement of Agreement

With the submission of a SOQ, the respondent agrees that it has carefully examined the Request for Qualifications and agrees that it is the respondent's responsibility to request clarification on any issues in any section of the Request for Qualifications with which the respondent disagrees or needs clarified. The respondent also understands that failure to mention these items during the question period or in the SOQ will be interpreted to mean that the respondent is in full agreement with the terms, conditions, specifications, and requirements therein. With submission of a SOQ, the respondent hereby certifies: (a) that this SOQ is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly included or solicited any other respondent to put in a false or insincere SOQ; (c) that respondent has not solicited or induced any person, firm, or corporation to refrain from sending a SOQ.

The respondent also understands that failure to provide required information may result in disqualification. Failure to provide administrative information may not result in disqualification. At the County's discretion, the County may notify the respondent that administrative information is not provided or there was an error in the information provided, and the County will allow a respondent to provide an update to the administrative information. However, the exception to this is the provision of the required GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT, which by Georgia Law requires disqualification of the response. The above changes mentioned to administrative information would be considered allowable as these would be limited to changes which do not affect the information which the evaluators use to score the respondents. Failure of a respondent to provide the specific administrative information as

required in the notice will result in disqualification. Any respondent who provides changes in addition to the information requested in the notice shall be subject to disqualification. Failure of a respondent's SOQ to provide any information pertaining to a respondent and its team's qualifications, of any type, will subject the SOQ to disqualification. The County will not allow updates to qualifications to be provided to avoid disqualification as this would allow a respondent to modify its SOQ and alter the information which evaluators would score. The above changes related to qualifications would not be allowable as these would allow changes which do affect the information which the evaluators use to score the respondents SOQ.

B. Joint-Venture Proposals, Sub-Consultants, and Vendors

Hall County will not enter into "joint venture" agreements with multiple firms.

C. Non-Discrimination Federal Compliance

Hall County in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

D. Audit and Accounting System Requirements

Hall County reserves the right to reject any proposal with firms that do not meet the following requirements:

1. Firms should have an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
2. Any firm that currently has an aggregate contract amount exceeding \$250,000 should have submitted their yearly CPA overhead audit.
3. Firms should have no significant outstanding deficient audit findings from previous contracts with Hall County that have not been resolved.
4. The prime is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

E. Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the respondent submitting the response. The County is not obligated to any respondent to reimburse such expenses. All submittals upon receipt become the property of the County. Labeling information provided in submittals as “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until a final award.

F. Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the County and does not obligate the County to procure or contract for any services. Neither the County nor any respondent submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the County and a respondent containing such terms and conditions as are negotiated between those parties. The County reserves the right to waive non-compliance with any requirements of this Request for Qualifications and to reject any or all proposals submitted in responses. Upon review of responses, the County will determine the respondent(s) proposal that in the sole judgment of the County is in the best interest of the County (if any is so determined), with respect to the evaluation criteria stated herein. The County then intends to conduct negotiations with such respondent(s) to determine if an acceptable contract may be reached.

G. Debriefings

County’s preference may be to provide the “Selection Package” at the time of the Selection Announcement (also referred to as the Announcement of Entering into Negotiations). The “Selection Package” will include the scores and comments of phases for all firms who responded and will typically be provided as a PDF file and e-mailed. The County may also hold in-person debriefings after award selection.

H. Right to Cancel or Change RFQ

Hall County reserves the right to cancel any and all Request for Qualifications where it is determined to be in the best interest of the County to do so. Hall County reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the County's website and/or the GPR for any revisions to this RFQ.

I. Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this solicitation. Any respondent submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

J. General Requirements

i. The contractor shall be responsible for all work performed in support of this contract. Subcontractors shall perform no work unless pre-approved in writing by the County. Contractors must disclose any intended subcontractors within the bid at the time of bid submissions. If the bidder intends to use a subcontractor to fulfill one entire segment of this contract, then the bidder should submit to the County professional references for the subcontractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change subcontractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to subcontractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of its subcontractor's work. The contractor shall not award more than twenty-five percent (25%) of the work to subcontractors on any project, without prior approval of the County Representative.

ii. The contractor shall provide Services in Hall County, Georgia for the crossing of Navajo Circle at the Norfolk Southern Railroad (MP 0579.970/DOT 717786C).

iii. The County must pre-approve any change orders in writing. The County may deny any work done before the issuance of a written change order. Contractor is not to accept any verbal change order(s) from the project manager. This will be considered out of scope and thus not compensated.

Attachment I

Project Description/Scope of Work

1. Project Name: Federal Railroad Administration - Navajo Circle Life/Safety Grade Separation Planning Project
2. County: Hall
3. Description: Provide all project planning and scoping, Project Management, Concept Development, and Alternatives Analysis for the Navajo Circle Crossing (MP 0579.970/DOT 717786C) Norfolk Southern Railway mainline single-track crossing and two-lane roadway in accordance with the Federal Railroad Administration Railroad Crossing Elimination (RCE) Grant.
4. Required Area Classes:

Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom Hall County will contract. The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. The Team must be prequalified in the Area Classes identified below. The Prime Consultant or sub-consultant team members must be prequalified in the Area Classes identified below. Respondents should submit a summary form (example provided in Attachment II) which details the required area classes for the Prime Consultant and all sub-consultants of consultants on the team listed in the Statement of Qualifications. The area classes listed on the summary form must meet all required area classes or the team will be disqualified. The Prequalification Expiration Date must be current by the deadline stated for this RFQ.

The TEAM (either the Prime Consultant and/or one or more of their sub-consultant team members) MUST be prequalified by GDOT in the area classes listed below:

Number	Area Class
1.06(a)	NEPA Documentation
1.06(b)	History

1.06(c)	Air Studies
1.06(e)	Ecology
1.06(f)	Archaeology
1.06(h)	Bat Surveys
1.07	Attitude, Opinion and Community Value Studies
1.10	Traffic Projections
3.01	Two-Lane or Multi-lane Rural Roadway Design
3.02	Two-Lane or Multi-lane Urban Roadway Design
3.10	Utility Coordination
3.12	Hydraulic and Hydrological Studies (Roadway)
4.01	Minor Bridge Design
4.02	Major Bridge Design
5.01	Land Surveying
5.02	Engineering Surveying
5.08	Overhead/Subsurface Utility Engineering (SUE)
6.01	Soil Survey Studies
6.02	Bridge Foundation Studies
9.01	Erosion, Sedimentation and Pollution Control Plan (ESPCP) Prep.

5. Required Key Team Leaders:
 - a. Project Manager
 - b. Roadway Design Lead
 - c. Environmental/NEPA Lead
 - d. Utility Coordination Lead

6. Purpose and Need:



Figure 1 – Navajo Circle Crossing

Since 2010, state action plans have been required to improve grade crossing safety for the top ten states across the United States with the highest reported number of highway-rail grade crossing incidents. Georgia has been listed as one of those states. Georgia has utilized many safety measures over the years to decrease railroad crossing injuries. However, with Hall County’s population increase and Navajo Circle Railroad Crossing supporting Georgia’s new Northeast Georgia Inland Ports Authority, excessive measures must be taken to protect its citizens from the upcoming threats.

Hall County is the 10th largest county in Georgia with a population growth of 23.24% since 2010. Data from the Atlanta Regional Commission indicated an additional estimated 40.7% increase in population by the year 2050. Northeast Georgia Inland Port is scheduled to open by 2026. This new inland port will provide a direct link to the Port of Savannah via Norfolk Southern. The new port will bring new jobs to the area which will cause an increase passenger vehicles, and rail transportation in the area will escalate rapidly as the needs of surrounding communities will be met by rail. The growing population in the area has made this specific railroad crossing a high visibility project to prevent and reduce pedestrian, motor vehicle, and other accidents.

Navajo Circle is a county-maintained road (CR 1203). As its name "Circle" implies, Navajo Circle is a one-way in and one-way out road. There is no outlet via other road connections other than the railroad crossing itself. Navajo Circle connects White Sulphur Road (CR 1298) with approximately 250 single family homes in three residential neighborhoods. The distance between the crossing and the entrance to the first neighborhood "A Quiet Place in the Woods" is approximately 400 feet. The distance between the crossing and the beginning/end of Navajo Circle at its intersection with White Sulphur Road is approximately 420 feet. Unfortunately, both approaches are long enough for several vehicles to concurrently queue. This has created a blocked crossing that resulted in frustrated drivers, increased emissions due to the idling of vehicle engines, and worst case, has blocked first responders from responding to emergencies in the area.

Navajo Circle Crossing (MP 0579.970/DOT 717786C) is a frequently blocked Norfolk Southern mainline single-track crossing and two-lane roadway with a history of accidents. One of the accidents was noted as Incident GC0375003. The accident involved a northbound Southern Railway freight train consisting of 41 locomotives and 503 cars striking a passenger vehicle stalled on the track with the driver in it. The accident occurred at 9:52 pm and in rainy weather conditions.

Since the study in 2018, Hall County has considered several options for further evaluation in preliminary engineering.

Option 1 - Do Nothing Scenario – Continued blockages with further accident(s) resulting in damage to property, injury or death.

Option 2 – Upgrade Existing Crossing – new hardware and technology – continued blockages with further accident(s) resulting in damage to property, injury or death.

Option 3 – Elevation of RR grade Over the Road – very expensive, but grade separation virtually eliminates risk of recurring damage to property, injuries and deaths.

Option 4 – Alternative Alignment of the RR – requires new right-of-way for a Class 1 mainline railroad in an already constrained and rapidly developing area.

Option 5 – New Connecting Road to the West – Connect Navajo Circle with Russell Road at Lakestone Court via new road through 109 acres of WDUN Jacob's media property (1291 Russell Road). This would require approximately 1.0 mile of right-of-way through privately owned undeveloped property with steep terrain and three large communication towers for which there is no current development plan. A public right-of-way would substantially increase security concerns for these towers.

Option 6 – Extend Sargent Road to The Lake Road - Sargent Road is west of the railroad. Accessible only from the south by another at-grade crossing (White Sulphur Road CR 1298– Crossing 717785V at MP 579.320). The road crossing is at a skewed angle of roughly 45 degrees. Unfortunately, it has limited sight distance on both approaches because of limiting vertical and horizontal curvature. Sargent Road serves as the main entrance for employees for three manufacturing facilities owned and operated by Kubota Manufacturing of America. Like the on-going complaint from residents at the Navajo Circle crossing, Kubota employees frequently complain to Kubota management of the single-track crossing being blocked.

An anticipated westward extension of Sargent Road to tie to The Lake Road, which is privately owned and maintained, would face strong opposition from the Homeowners Association (HOA) of A Quiet Place in the Woods. The Lake Road is located behind the subdivision's guard gate. Often, traffic is backed up onto The Lake Road from the Navajo Circle crossing. In efforts to assist with traffic flow, local community members have opened the subdivision's guard gate to allow public traffic flow through. While some community members do not mind the additional traffic flow through their community, others have complained due to the risks that it has brought to private property.

Option 7 – Build Temporary Crossing and a New Bridge in the Current Location. Internal evaluation without stakeholder and community input suggest that Option #7 is the most cost effective and feasible long-term solution. Connecting White Sulphur Road to Navajo Circle at a new

location with bridge section would completely eliminate the existing Navajo Circle Railroad Crossing.

7. Scope of Work:

The selected Consultant will work with Hall County, Project Sponsor, in the completion of the Development Stage Track 1 Project Planning pursuant to Federal Railroad Administration (FRA) and the Railroad Crossing Elimination (RCE) Grant funding requirements. These requirements are identified in the Notice of Funding Opportunity (NOFO) for the FY 2023-FY2024 Railroad Crossing Elimination Program 2024-15061 (89 FR 56788) July 10, 2024. This Life/Safety Grade Separation Planning Project is located in Northern Hall County on Navajo Circle at the Norfolk Southern Railway (NSR) (MP 0579.970/DOT 717786C).

Consistent with requirements found in Section C of the NOFO, as a Track 1 application for Project Planning the Navajo Circle Grade Separation and Crossing Elimination project at 717786C, Hall County plans to retain the services of a qualified consultant team to assist it with performing the following elements of work:

- Detailed Budget, Schedule and Project Work Plan (including statement of purpose and need)
- Review of Existing Conditions and Future Needs (current, near-term (2035) and projected thirty-year (2055) freight and passenger rail volumes, highway trucks and passenger volumes)
- Review of Environmental Resources and Possible Impacts (including inventory, analysis of potential concerns and projected impacts)
- Coordination of Stakeholders and Public Communication (public stakeholder involvement)
- Preparation of Alternatives (Terrestrial LiDAR scans and drone-based LiDAR will be used to create a digital twin of the study area to allow completion of high confidence conceptual engineering and other design with design drawings to scale, including cost estimates and evaluation of alternative bridge sections to include pedestrian and bicycle lane improvements).
- Selection of Preferred Concept and Recommendations (including documentation of the alternative concepts and their review process)

Task 1. Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Non-Major Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Neighborhoods of Quiet Place in the Woods, Mir-a-Mar and Heritage Landing
- Norfolk Southern – Southern Region, Georgia Division
- Kubota Manufacturing of America Corporation
- City of Gainesville, Georgia
- Gainesville-Hall Metropolitan Planning Organization
- Georgia Department of Transportation – Intermodal Division
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- participate in a Project kickoff meeting with FRA following award;
- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 7 below, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Estimated Project Schedule of this Agreement without amending this Agreement. The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables

- Project Management Plan
- Final Performance Report

Task 2. Purpose & Need Statement and Stakeholder Coordination Plan

Work on Tasks 3 will not commence until the Task 2 Deliverables have been completed, submitted to FRA, and the Grantee has received approval in writing from FRA to commence work on subsequent tasks. FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Subtask 2.1: Preliminary Purpose and Need Statement

The Grantee will develop, and submit to FRA for approval, a preliminary Purpose and Need statement to serve as the foundation for the Alternatives Analysis. The preliminary Purpose and Need is for project planning and will be subject to agency and public review and comment as part of a potential future NEPA process.

Subtask 2.2: Stakeholder Coordination Plan

A Stakeholder Coordination Plan will need to identify key contacts within agencies, civic and business groups, public officials, relevant interest groups, present and potential riders/users, private service providers/shippers, other key stakeholder groups, and the public. The Stakeholder Coordination Plan will also identify potential state, local, and Federal agencies that should be consulted with. The plan will identify involvement activities linked to key milestones in the planning/conceptual engineering and alternatives analysis process and align with the Detailed Project Schedule from Task 1. The Grantee will prepare, and submit to FRA for approval, a Stakeholder Coordination Plan.

Task 2 Deliverables

- Preliminary Purpose & Need Statement
- Stakeholder Coordination Plan

Task 3. Alternatives Analysis

The Grantee will submit to FRA, for approval, an Alternatives Analysis report, which will determine the preliminary range of reasonable alternatives to carry forward into future project development phases. The Grantee must consider at least two alternatives which can include the no-build alternative along with one proposed alternative for each rail crossing. The Alternatives Analysis report will build upon completed and approved deliverables identified in Tasks 1 through 3. Prior to initiating work under Task 3 the Grantee will submit to FRA, for approval, a memo documenting the methodologies to be employed in carrying out Alternative Analysis.

Subtask 3.1: Existing Conditions

The Grantee will assess the condition of current rail operations and infrastructure and other conditions within the project area. This should include information on the roadway crossing characteristics, train operations and safety, maintenance activities, engineering/capacity constraints of the existing facilities or infrastructure. Identify any planned or programmed infrastructure improvements contained in state and local planning documents and check to see if rail operators have planned infrastructure enhancements.

- Roadway Crossing Features: The number of highway lanes, highway speed limit, traffic flows, character of highway traffic through the railroad crossing, types

of traffic control devices (including protective devices), land use, sight distance, topography, and distance to the next closest crossing. Include information on sidewalks, bicycle lanes and public transit (if this applies).

- Train Operations: The number of train tracks, train speed and train traffic through the railroad crossing.
- Safety: The safety of the highway-rail grade crossings (including crash history, near misses, injuries, fatalities, or incidences of rail-related trespassing for each railroad crossing, if such exists), and deficiencies that hinder achieving a higher level of safety.

Subtask 3.2: Transportation Technical Analysis

The Grantee will conduct a transportation technical analysis of the railroad crossing. The Federal Highway Administration *Scoping and Conducting Data-Driven 21st Century Transportation System Analyses* (2017) document can be used as a reference to help scope the technical analysis. The transportation technical analysis should be completed for each alternative. General considerations for the technical analysis should include the following items listed below.

- Traffic counts per day that use the roadway now versus the traffic counts expected in the future, including any seasonal variation in traffic counts. Include pedestrian and bicycle counts if this applies
- Determine the travel delay including the peak demand for each railroad crossing
- Frequency and duration of roadway blockage by trains including sidewalks and bicycle lanes (if this applies) and consider peak demand for train operations
- Discuss the direction the travel delays are occurring in (northbound, southbound, westbound, and eastbound)
- The character of the adjacent road network and whether the railroad crossing creates access issues for the community, and does this consider future development projections close to the railroad crossing? For relevant circumstances, access issues for schools and/or emergency facilities

If the Grantee is performing a microsimulation, section 6 (pages 42-55) in the *Case Studies to Develop a Highway-Rail Grade Crossing Analysis Framework Using Microsimulation* (2023) document should be used for guidance. Additionally, the Grantee should provide the supporting data for the technical

analysis and if any traffic analysis tool(s) were used to perform the work. The Grantee will work with the FRA to determine any further technical analysis and traffic simulation required to perform a thorough assessment of vehicle movements impacted by potential grade crossing changes.

Subtask 3.3: Conceptual Engineering

The Grantee will develop conceptual engineering to a level sufficient to identify necessary infrastructure improvements and determine the cost estimates for each alternative. Conceptual engineering will include developing design criteria, track work concepts, structural concepts and roadway crossing concepts for grade separation or closure, track relocation, installation of protective devices (signals, signs, other and measures that improve safety), mobility enhancements, and technology solutions, etc. The Grantee will coordinate with key stakeholders including FRA on this task. The conceptual engineering designs will form the basis of the Project design and construction. The scope elements should fulfil the high-level conceptual engineering requirements found in the Railroad Capital Project Guidance (2023) document section V.b.ii.D.

Scoping and Conducting Data-Driven 21st Century Transportation System Analyses is available at <https://ops.fhwa.dot.gov/publications/fhwahop16072/fhwahop16072.pdf>

Case Studies to Develop a Highway-Rail Grade Crossing Analysis Framework Using Microsimulation is available at <https://railroads.dot.gov/elibrary/case-studies-develop-highway-rail-grade-crossing-analysis-framework-using-microsimulation>

Subtask 3.4: Capital Cost Estimates

The objective of this task is to identify the capital cost to design, construct, and implement the proposed project. The Grantee will provide capital cost estimates for each alternative, including quantity and unit cost of each element relating to core track structures, roadway crossing enhancements, land acquisition, contingencies, and any new facilities or upgrades required for train operations.

Subtask 3.5: Preliminary Environmental Impact Analysis

The objective of this task is to identify key environmental considerations in the development of the alternatives to support future lifecycle stages of the project's development. The Grantee will perform a high-level qualitative socioeconomic, cultural, human environment, and natural environmental resource inventory and preliminary effects analysis as part of the development and screening of options concurrently with tasks 3.3 and 3.4. The Grantee can use the *Railroad Capital*

Project Guidance (2023) document section IV.b.ii.E as a high-level reference for developing the preliminary environmental analysis.

Task 3 Deliverables

- Existing Conditions Report
- Alternative Analysis (with supporting Conceptual Engineering, Transportation Analysis, and Preliminary Environmental Impact Analysis)
- Capital Cost Estimates

Task 4. Project Coordination & Management

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Norfolk Southern
- Neighborhoods of Heritage Landing, Mir-a-Mar and Quiet Place in the Woods
- Kubota Manufacturing of America Corporation
- City of Gainesville, Georgia
- Georgia Department of Transportation
- Federal Railroad Administration

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular progress meetings scheduled throughout the Project's duration. The Grantee will:

- Complete necessary tasks to hire a qualified consultant/contractor to perform required PE and/or environmental work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Periodically submit required Project documents, including receipts and invoices, to FRA

- Comply with all FRA Project reporting requirements

Railroad Capital Project Guidance is available at <https://railroads.dot.gov/elibrary/fra-guidance-development-and-implementation-railroad-capital-project>

It is anticipated that Hall County will apply for the Federal Railroad Administration (FRA) and the Railroad Crossing Elimination (RCE) Implementation Grant once a Concept has been identified and approved by Hall County and the FRA. It is anticipated that preliminary and final engineering tasks would be issued as a separate task order under this Agreement.

8. Estimated Project Schedule:

a. Award Dates:

Budget Period End Date: January 31, 2027

Period of Performance End Date: January 31, 2027

b. Estimated Schedule:

Milestones associated with this Agreement are identified in the Table below: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Estimated Schedule Date. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Project Schedule may be revised consistent with Estimated Schedule of the Grant Agreement without amending the Agreement.

Milestone	Scheduled Completion Date
Project Management Plan Completion	October 30, 2025
Project Planning Package	September 30, 2026

Attachment II

Area Class Summary Example

Respondents should complete a table similar to the below and indicate by placing an "X" in the appropriate column indicating the firm which meets each required area class for each specific project with particular emphasis on the area classes which the Prime must hold as well as the sub-consultants. The table below is a list of all area classes required for this project. Particular attention should be paid to the date that consultants certificate expires.

Area Class #	Area Class Description	Prime Consultant Name	Sub-Consultant #1 Name	Sub-Consultant #2 Name	Sub-Consultant #3 Name	Sub-Consultant #4 Name	Sub-Consultant #5 Name	Sub-Consultant #6 Name
	Prequalification Expiration Date							
1.06(a)	NEPA Documentation							
1.06(b)	History							
1.06(c)	Air Studies							
1.06(d)	Noise Studies							
1.06(e)	Ecology							
1.06(f)	Archaeology							
1.06(h)	Bat Surveys							
1.07	Attitude, Opinion and Community Value Studies							
1.10	Traffic Projections							
3.01	Two-Lane or <u>Multi-lane</u> Rural Roadway Design							
3.02	Two-Lane or <u>Multi-lane</u> urban Roadway Design							
3.10	Utility Coordination							
3.12	Hydraulic and Hydrological Studies (Roadway)							
4.01	Minor Bridge Design							
4.02	Major Bridge Design							
5.01	Land Surveying							
5.02	Engineering Surveying							
5.08	Overhead/Subsurface Utility Engineering (SUE)							
6.01	Soil Survey Studies							
6.02	Bridge Foundation Studies							
9.01	Erosion, Sedimentation, and Pollution Control Plan							

Exhibit A

Mandatory Bid Response Form



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

EXHIBIT A

MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and requirements needed to complete the project. The services offered must be valid for at least one-hundred twenty days (120) from date of signature.

Bid No: RFQ #46-020

Bid Name: Navajo Circle (CR 1203) Life/Safety Grade Separation Planning Study and Concept Development

Date of Bid Submittal: _____

Affirmation: Bidder affirms the following by affixing a wet signature in blue ink below:

"I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company's Full Legal Name: _____

Bidder Signature: _____ Date: _____

Print Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Physical Address 1: _____

Physical Address 2: _____

City/State/Zip: _____

Unsigned bids may be declared as "non-responsive" and may not be evaluated.

If you desire to submit a "No-Bid" then please indicate by checking one or both of the reasons listed below and explain.

- Bidder does not offer this product/service
- Unable to meet specifications
- Unable to meet scheduled time-line

Exhibit B

Contract for Services



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #46-020

For the provision of

Navajo Circle (CR 1203) Life/Safety Grade Separation Planning Study and Concept Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

ARTICLE #101 – INTRODUCTION

This Contract for Owners Representative Program Management Services for the Hall County Navajo Circle (CR 1203) Life/Safety Grade Separation Planning Study and Concept Development (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date), and is by-and-between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and _____ which is principally located at _____. (hereinafter "Contractor").

WHEREAS, Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS, nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS, Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

WHEREAS, the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS, this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS, any documents, exhibits, attachments, plans, or references are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part thereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Jordan Wallace, PWS, PMP
Assistant County Engineer
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
jwallace@hallcounty.org

COUNTY ISSUING OFFICER

Andrew Youngblood
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Contact Names: _____

Company Name: _____

Physical Address: _____

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Contractor fail to perform.

ARTICLE #105 – CONTRACT TERM

The term will be for five (5) years: one (1) initial year followed by four (4) one-year renewal options, or until substantial project completion, whichever occurs first.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

- A. Delay or Impossibility of Performance. Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

- B. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
- C. Transition Cooperation with the County and Cooperation with Other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

- A. Termination for Convenience. Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
 - 2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such

material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

- C. Notice of Default. If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
1. Immediately terminate the Contract for default without additional written notice; and/or,
 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. Termination due to Failure of Contractor to Act. The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

- A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. Record Retention and Access. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- \$1,000,000 Combined Single Limit Or \$500,000 per Person/\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.

- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts.
\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

- A. Upon Contract Execution, the County will issue a Notice to Proceed (“NTP”) and a Purchase Order (“PO”) to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor’s representative in ARTICLE #103 – NOTICES.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment

1. Contractor shall invoice the County via email each month sent solely to accounts payable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

C. Unsatisfactory Performance/Delay of Payment

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
2. Delay of Payment Due to Contractor's **Failure**. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor. If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant

to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not factor or assign payments to another entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

Performance and Payment Bonds are not required for professional services.

ARTICLE #124 – RETAINAGE

Retainage is not permitted for professional services.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.

2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #133 - TOTALITY OF CONTRACT DOCUMENTS: The County considers all solicitation documents, exhibits, attachments, and Addenda, as included in the Contract, and incorporated herein by reference.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.

6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.

23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print **their company's** full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

HALL COUNTY, GEORGIA

By: _____

By: _____

Print Name: _____
Commissioners

David Gibbs, Chairman
Hall County Board of

Title: _____

Date: _____

Sworn to and subscribed before me this
_____ Day of _____, 2025.

Attestation: _____
Board of Commissioners Clerk

Notary Public: _____

Notary commission expires: _____
[Locus Sigilli – Seal or Stamp]

Exhibit C

W-9 Form

Exhibit D

E-Verify Affidavit



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

EXHIBIT D

MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; and,
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; and,
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; and,
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of contract; and,
- e) The Contractor will contract for the 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(a), (b), and (c); and,
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and,
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five (5) business days of receipt.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Federal Work Authorization User ID Number Date of Authorization

Name of Contractor Name of Project

Name of Public Employer: Hall County, Georgia

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

Executed on _____, 202__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF
_____, 202__.

NOTARY PUBLIC
My Commission Expires: _____

Exhibit E

Ethics Affidavit



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

EXHIBIT E

ETHICS AFFIDAVIT

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia ("County") must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County – Ethics.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

- A. It is the policy of Hall County to seek the best overall value when procuring goods and services. To this end, the County finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsive and responsible vendors wishing to provide products and services to the County. The County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. The County declares that County employees and officials, along with those wishing to do business with the County, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for County business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any means outside the process established for the respective solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), family member(s), and/or County official(s) who do business with the County if there is an appearance of a conflict of interest.
- F. Ethical business practices are important both during a solicitation and after the decision to grant an award. The County seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here.
- G. Contract compliance history with the County and other contractual parties is a valid element in the decision to award a contract.
- H. The County stipulates that the furtherance of its strategic goals for job creation, stability, and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The Purchasing Manager, subject to the approval of the Director of Financial Services, is authorized to establish procurement initiatives consistent with the County's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the County's goals.

- I. County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition because of contemporaneous employment with a potential or actual business partner.
- J. It is unethical for any County employee to purchase commodities or services from a County contract for personal use.
- K. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Issuing Officer named in the solicitation or the County's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate County representative.
- L. All County commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.
- M. The Purchasing Division of the Financial Services Department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070 including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070.

Acknowledgement:

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

Signature

Print Name

Company Name

Executed on this ____ day of _____, 202__ in _____ (city), _____ (state).

SUBSCRIBED AND SWORN BEFORE ME
on this the ____ day of _____, 202__.

NOTARY PUBLIC: _____

My Commission Expires: _____

Exhibit F

Georgia Security and Immigration Compliance Act Affidavit

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Consultant's Name:	
Address:	
Solicitation No./Contract No.:	<u>RFQ# 46-020</u>
Solicitation/Contract Name:	Navajo Circle (CR 1203) Life/Safety Grade Separation Planning Study and Concept Development

CONSULTANT AFFIDAVIT

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

Federal Work Authorization User Identification Number Date of Authorization
(EEV/E-Verify Company Identification Number)

Name of Consultant

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

Printed Name (of Authorized Officer or Agent of Consultant) Title (of Authorized Officer or Agent of Consultant)

Signature (of Authorized Officer or Agent) Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 202__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Exhibit G

Title VI and Compliance with Federal Regulations Affidavit

Title VI and Compliance with Federal Regulations

The undersigned has read and agrees with the Title VI and Compliance Regulations outlined below.

1) Hall County in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d - 42 and Title 49, Code of Federal Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority enterprise will be afforded full opportunity to submit RFQ/Ps in response to this invitation and will not be discriminated on grounds of race, color, sex or national origin in consideration of award.

2) Compliance with Regulations - Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this solicitation.

3) Nondiscrimination - Offeror, with regard to the work performed by it during any contract derived from this RFQ/P process, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

4) Solicitation for subcontracts, Including Procurement of Materials and Equipment - In all solicitations either by competitive proposal or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Offeror of the Offeror's obligations and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

5) Information and Reports - Offeror shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books records, accounts, other sources of information and its facilities as may be determined by the County or any State and/or Federal Agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Offeror is in the exclusive possession of another who fails or refuses to furnish this information, the Offeror shall so certify to the County, or any State and/or Federal Agency as appropriate and shall set forth what efforts it has made to obtain the information.

6) Sanctions for Noncompliance - in the event of the Contractor's noncompliance with the nondiscrimination provisions, the County shall impose sanctions as it may determine to be appropriate, including, but not limited to a) Withholding of payments to the Offeror under any contract derived from this RFP/RFP process until the Offeror complies; and/or b) Cancellation, termination, or suspension of the contract, in whole or in part.

7) Incorporation of Provisions - The Offeror shall include the provisions of paragraphs (2) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

8) During the performance of any contract derived from this RFP/RFP process, the Offeror, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: Pertinent Non-Discrimination Authorities: • Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.

252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21. • The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); • Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; • The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); • Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); • The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); • Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38; • The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); • Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; • Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); • Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

The undersigned has read and agrees with the conditions as outlined above in accordance with the Request for Qualifications (RFQ 46-020).

Date: _____

Authorized Signature

Printed Name and Title

Section B - Environmental Questionnaire

1. How many types of Environmental Documents listed below are active or under development?
 Programmatic Categorical Exclusions (PCE – approved by GDOT)
 Categorical Exclusions (CE – approved by FHWA)
 Environmental Assessments/Findings of No Significant Impact (EA/FONSI – approved by FHWA)
 Environmental Impact Statement (EIS – approved by FHWA)

2. Have you had any Environmental Documents approved in the past five years? If so, how many of the following environmental documents were approved?
 Programmatic Categorical Exclusions (PCE – approved by GDOT)
 Categorical Exclusions (CE – approved by FHWA)
 Environmental Assessments/Findings of No Significant Impact (EA/FONSI – approved by FHWA)
 Environmental Impact Statement (EIS – approved by FHWA)

3. For each document type noted above, what was the average number of review cycles required with GDOT staff to receive NEPA approval or submittal to FHWA? (A cycle is considered each time comments are received without GDOT approval or forwarding to FHWA.)
 PCE CEs EA/FONSI EIS

4. For the approved documents noted in #2 above, how many approvals were received?
 On schedule or ahead of schedule as per the approved schedule required by the Project Framework Agreement
 After the baseline schedule deadline and less than 3 months late
 After the baseline schedule deadline and between 3 and 6 months late
 After the baseline schedule deadline and between 6 and 12 months late
 After the baseline schedule deadline and more than 12 months late

Please describe the specific reasons for the approval delays noted above. Use additional sheets as necessary.

N/A

- 5. List any and all public involvement methods utilized during the environmental process. Use additional sheets as necessary.

An in person Public Involvement Open House was held as well as various stakeholder meetings and a Community Open House (See Attachment B1 for PIOH Fact Sheet/Advertisement).

- 6. How many applications were submitted by the LPA for approval by the Army Corps of Engineers (USACE) and/or Georgia Department of Natural Resources, Environmental Protection Division (EPD)?

1 Section 404 Permits from USACE Individual 1 Regional ___ Nationwide ___
___ Stream Buffer Variances from Georgia Environmental Protection Division (EPD)

- 7. For each permit type noted above, what was the average number of review cycles required with GDOT staff for submittal to the Army Corps or EPD? (A cycle is considered each time comments are received from GDOT without forwarding to the Corps or EPD.)

2 Section 404 Permit from USACE Individual 1 Regional ___ Nationwide ___
___ Stream Buffer Variances from Georgia Environmental Protection Division (EPD)

- 8. For the approved permits noted in #7 above, how many approvals were received?

1 11 or more weeks prior to the GDOT baseline let date
___ 5-11 weeks prior to the GDOT baseline let date
___ After 5 weeks prior to the GDOT baseline let date

Please describe the specific reasons for the approval delays noted above. Use additional sheets as necessary.

N/A

- 9. Please describe any improvements that your agency or GDOT can implement to improve the delivery of environmental approvals or permits. Use additional sheets as necessary.

N/A

GDOT LAP Certification Application

10. If you have not done any of the above, please explain how you plan to complete Environmental Documents for Local Administered Projects?

Hall County has in-house staff that are very familiar with the PDP and GDOT's processes, guidelines, and standards. In addition, the County utilizes prequalified consultants to advise on, and complete, the environmental process. The County would bring on board the necessary subject matter experts with Georgia DOT experience to complete additional or unexpected environmental work.

Attachment B1: Sample PIOH Fact Sheet

FACT SHEET

Fall 2012

Alternatives Analysis is Complete!

The Spout Springs Corridor Improvements Project is looking to improve congestion and safety along Spout Springs Road. Among the proposed improvements are the addition of travel lanes, turn lanes, a median, and bicycle and pedestrian facilities. An Alternatives Analysis (AA) for the project kicked off in August of 2011 and was completed in July of 2012. The eleven month process included the development and comparison of several design options, as well as extensive data collection and public involvement. The AA resulted in the selection of the preferred alternative, described on page 2 and 3 of this newsletter. This preferred alternative will move forward as the concept on which the final design will be based.

Based on feedback from the public involvement process as well as information derived from the traffic study for this corridor, the design team analyzed several alternatives. The goal was to develop each alternative far enough to compare their relative benefits and impacts, and select the alternative that yields the greatest benefit to the community for the least impact. Impacts were measured in terms of home and business relocation, amount and cost of right-of-way acquisition, amount of disturbance to environmental and cultural resources, amount and cost of utility relocations, effect to level of service or traffic delay along the corridor, and overall construction costs. It was important to include the stakeholders' priorities in all of the alternatives. The highest priorities included safety, capacity, and bicycle/pedestrian facilities. Of additional importance to the stakeholders were access, aesthetics, and connectivity.

It is important to note that the preferred alternative is not the final design; that will be developed with much continued input from the State, County, cities, and numerous businesses, churches and residents along the corridor.

Community Involvement

Please join us on December 6, 2012 for a Public Information Open House at Prince of Peace Catholic Church. The meeting will present the preferred alternative design concept and provide an opportunity for your input. There will be no formal presentation. Please attend any time between 5:00 p.m. and 7:00 p.m. Staff will be on hand to walk you through the concept, answer your questions and accept your comments. The church is located at 6439 Spout Springs Road, Flowery Branch, GA 30542.

Outreach for the project to date includes sixteen individual and small group stakeholder interviews with local churches, homeowner associations, businesses, and City, County, and school representatives, as well as a large group public meeting for utility owners and government agencies, and a large public meeting for local residents, businesses, and interested citizens. Each meeting was well attended and resulted in a list of stakeholder priorities for the corridor. In addition to the stakeholder meetings, a Citizen's Advisory Committee (CAC) was established with local volunteer participants coming together to discuss project goals and preferred outcomes.



Hall County
SPLOST
Spout Springs Road Widening

**Public Information Open
House:**

**December 6, 2012
Prince of Peace Catholic
Church**

**Drop in between 5:00 and
7:00 p.m.**

www.improvespoutsprings.com

The Alternatives Analysis Process and Selected Preferred Alternative

Four alternatives were designed and compared. All four included two travel lanes in each direction, and all four included facilities for bicycles and pedestrians. Alternative 1 included a 20-24' raised landscaped median. Alternative 2 included a 32' depressed grass median. Alternative 3 included a 14' flush paved median. And alternative 4 included widening the existing road about the existing centerline and adding a 32' median in place of the existing pavement. The results of the impacts were compared in a matrix and Alternative 1 was selected as the preferred alternative for further development.

The below typical section shows the preferred alternative. Features of the alternative include:

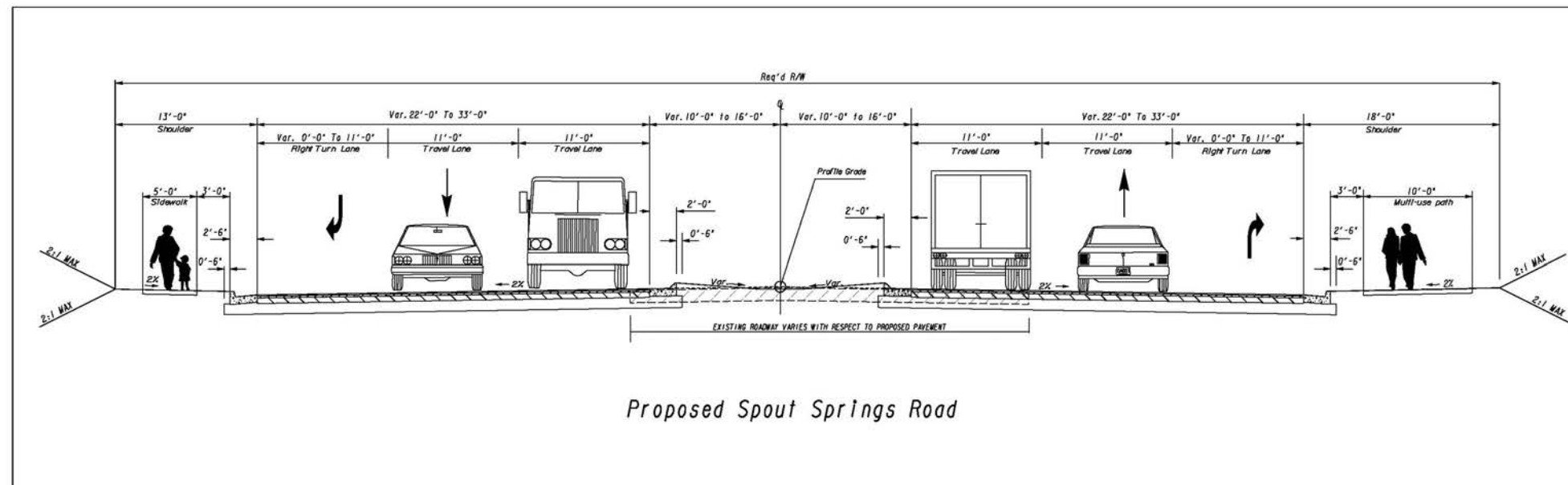
- ❖ Raised median – To allow for comfortable U-turn movements at mid-block median openings, 24' medians are being designed. Thirty-two foot medians are being included at select unsignalized side roads to allow for left turns to be made in two stages – the driver will cross half the road at a time, as needed. Twenty to twenty-four foot medians are being included at signalized intersections.
- ❖ Lane widths – All travel lanes are anticipated to be striped for 11'. Turn lanes will also be 11' wide.
- ❖ Median openings – While median opening locations are not finalized until the latter stages of design, the current plan includes 28 median openings between, but not including, Thompsons Mill Road and Hog Mountain Road. Eleven of these openings are at public side roads. Signals will be maintained at Thompsons Mill Road, SR 347, and Hog Mountain Road. The existing signal at Elizabeth Lane will be relocated along with Elizabeth Lane to align with Lake Sterling Boulevard, creating a four-legged intersection rather than two "Tee" intersections. The driveways for both Flowery Branch High School and Spout Springs Elementary School will be realigned to form a single intersection as well, and a signal will be added in that location.
- ❖ Bike/pedestrian facilities – An overwhelming majority of stakeholders along the corridor requested bicycle and pedestrian facilities be included along the corridor. The design includes a 10' multiuse path along the west side of the road all the way from Thompsons Mill Road to Hog Mountain Road. A 5' sidewalk will be included along the east side of the road for the same length. Between Elizabeth Lane and Union Circle, the 5' sidewalk will be widened to a 10' trail so both sides will have the 10' trail throughout that stretch. This will encompass the area including the Library, both schools, and the public park behind Flowery Branch High School. In addition, the 10' multiuse trail within the Town of Braselton will be compatible with the 10' trails proposed by the Braselton CID, allowing for a seamless connection.



Example of landscaped median



Example of raised grassy median



Multi-use path in Conyers, Georgia



Hall County
SPLOST
Spout Springs Road Widening

What's Next?

Following the PIOH, the project team will work to finalize the preferred alternative. A Citizens Advisory Committee meeting is anticipated in spring 2013 to discuss refinement of some of the design features including landscaping and pedestrian amenities. Preliminary design will begin before the end of 2012 and will conclude in early 2014. Environmental studies looking at history, ecology and community resources will continue throughout that duration. A Public Hearing Open House will be held at the completion of the environmental and preliminary design work to get the public's approval. Final plans will then begin and are anticipated to conclude in mid to late 2017 with construction anticipated in early 2018. Right-of-Way acquisition will take place throughout 2015, 2016, and 2017.

How to Stay Involved

We greatly value your input and want you to be involved in the project. The measure of our success is based on how well the new and improved facility meets your needs! Please join us at the PIOH on December 6th and learn more about the progress we've made in the past year. Ask questions. Stay informed. Feel free to make comments at the PIOH and/or online. Talk to your neighbors and ask them to join you at the PIOH. Take the time to let us listen to your questions and concerns.

If you are unable to attend the meeting in person, we invite you to visit the project's website at www.improvespoutsprings.com to learn more and stay up to date with the project's progress. You can also contact staff via the contact information below. For questions about the PIOH or how to stay involved, please contact Kristine Hansen-Dederick at 404-377-9147.

Project Contacts

Mr. Jody Woodall, PE
Hall County Engineering
2875 Browns Bridge Road
Gainesville, GA 30504
Phone: 770-531-6800
Email: jwoodall@hallcounty.org



Harvest Balloon Festival 2012

Margie Shames Pozin, PE
STV/Ralph Whitehead Associates
3505 Koger Boulevard, Suite 205
Duluth, GA 30096
Phone: 770-452-0797
Email: margie.pozin@stvinc.com

www.improvespoutsprings.com

Section C - Right of Way Questionnaire

1. Any consultant CONTRACTED for negotiation services for the acquisition of right of way for the County/City must either: **Copies of Real Estate Licenses included in Attachment C1.**

Hold an active Real Estate license in the State of Georgia or
 Hold an active Real Estate broker's license in the State of Georgia or
 Be identified as an exception under OCGA 43-40-29

2. Any contracted CONSULTANT for negotiation services or staff negotiator performing negotiation services must have attended the GDOT/FHWA training class every 5 years and hold an active certificate. Provide a copy of the certificate.

Copies of GDOT Training & Prequalification Certificates included in Attachment C2.

3. Please describe your quality assurance and quality control methods to manage the ROW in the following areas:

- a. ROW Project Activity Milestone Delivery: (i.e. schedule development and management recovery)

As the initial step in successful ROW delivery, Hall Co. works closely with the design, survey, and QAQC teams to solidify a design footprint and accurate boundaries that will accommodate utilities, avoid/minimize impacts to environmental resources, and roadway items. This minimizes ROW revisions that may delay ROW Certification. A careful schedule review is conducted to ensure enough review time, property owner meetings, negotiations, and closings to ensure ROW can be completed on or ahead of schedule.

- b. ROW Project Budget (i.e. development, monitoring and overruns)

Annual ROW cost estimates are conducted to ensure an accurate budget is developed. Hall Co. monitors the ROW budget on a per parcel basis and tracks overall ROW costs/ updates on internal bi-weekly project specific ROW meetings. Accurate ROW plans and appraisal scoping meetings help determine appraisal types to cut costs on multiple appraisals throughout the project.

- c. ROW Project Risks associated with adhering to scope, schedule and budget (i.e. mitigation plan)

Hall County provides detailed scheduling of ROW milestones in order to ensure timely submittals of closings, condemnations, and closings per federal guidelines. The schedule and budget is tracked on a bi-weekly basis and in regular ROW meetings with County legal staff to ensure completion on schedule per the ROW Agreement in place.

- d. ROW Consultant Services (i.e. development and monitoring) when applicable

Hall County has procured as-needed consultant ROW agents per federal requirements to ensure enough staff to complete ROW tasks on schedule and within budget. We provide detailed scheduling of ROW milestones in order to ensure timely submittals of closings, condemnations, and closings per federal guidelines.

4. Identify the responsible party and title of staff certifying ROW.

GDOT LAP Certification Application

Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge
Brent Cook - Assistant Director, Public Works & Utilities / LAP Alternate

5. Has your LPA received any non-compliance letters or corrective actions? If yes, who provided the service, explain non-compliance?

No; Hall County has not received any non-compliance letters or corrective actions.

6. Who will perform the Right of Way Acquisition services? (Please check all that apply)

Staff

Consultants

Both

7. If you have not performed any of the above activities, how do you plan to perform Right-of-Way functions for Local Administered Projects?

Hall County will utilize GDOT pre-qualified consultants with required training and certifications to perform ROW functions and will follow all federal acquisition requirements.

**Attachment C1: Consultant Real Estate & Broker
License**

STATE OF GEORGIA REAL ESTATE COMMISSION

LYNN S WIGINGTON, BROKER

16854

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED
SOLE PROPRIETOR

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSURE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE PAYS REQUIRED LICENSE FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

JERRY WARSHAW
Chairperson

STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

715372426653113

16854

LYNN S WIGINGTON BROKER

ORIGINALLY LICENSED

04/28/1992

LYNN SUTTON WIGINGTON
BROKER NO. 133536

END OF RENEWAL
06/30/2027

THIS LICENSE EXPIRES IF YOU FAIL TO
PAY RENEWAL FEES OR IF YOU FAIL
TO COMPLETE ANY REQUIRED
EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

715372426653113

16854

LYNN S WIGINGTON BROKER

ORIGINALLY LICENSED

04/28/1992

LYNN SUTTON WIGINGTON
BROKER NO. 133536

END OF RENEWAL
06/30/2027

THIS LICENSE EXPIRES IF YOU FAIL TO
PAY RENEWAL FEES OR IF YOU FAIL
TO COMPLETE ANY REQUIRED
EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

715372426653113

LYNN S WIGINGTON BROKER
3241 SWEET BUCKEYE DRIVE
MARIETTA, GA 30066

STATE OF GEORGIA REAL ESTATE COMMISSION

LYNN SUTTON WIGINGTON

133536

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED
BROKER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSURE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE PAYS REQUIRED LICENSE FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

JERRY WARSHAW
Chairperson

STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

1040230045477513

WIGINGTON, LYNN SUTTON
3241 SWEET BUCKEYE DRIVE
MARIETTA, GA 30066

LYNN SUTTON WIGINGTON

133536

BROKER

LYNN S WIGINGTON BROKER

FIRM NO. H-16854

THIS LICENSE EXPIRES IF YOU FAIL TO
PAY RENEWAL FEES OR IF YOU FAIL
TO COMPLETE ANY REQUIRED
EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED

05/08/1991

END OF RENEWAL
06/30/2027

Assigned to Firm
07/12/2011



LYNN DEMPSEY
Real Estate Commissioner

1040230045477513

LYNN SUTTON WIGINGTON

133536

BROKER

LYNN S WIGINGTON BROKER

FIRM NO. H-16854

THIS LICENSE EXPIRES IF YOU FAIL TO
PAY RENEWAL FEES OR IF YOU FAIL
TO COMPLETE ANY REQUIRED
EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED

05/08/1991

END OF RENEWAL
06/30/2027

Assigned to Firm
07/12/2011



LYNN DEMPSEY
Real Estate Commissioner

1040230045477513

STATE OF GEORGIA REAL ESTATE COMMISSION

LYNN SUTTON WIGINGTON

133536

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED
BROKER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSURE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE PAYS REQUIRED LICENSE FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

JERRY WARSHAW
Chairperson

STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

1040230045477513

LYNN SUTTON WIGINGTON

133536

BROKER

LYNN S WIGINGTON BROKER

FIRM NO. H-16854

THIS LICENSE EXPIRES IF YOU FAIL TO
PAY RENEWAL FEES OR IF YOU FAIL
TO COMPLETE ANY REQUIRED
EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED

05/08/1991

END OF RENEWAL
06/30/2027

Assigned to Firm
07/12/2011



LYNN DEMPSEY

Real Estate Commissioner

1040230045477513

LYNN SUTTON WIGINGTON

133536

BROKER

LYNN S WIGINGTON BROKER

FIRM NO. H-16854

THIS LICENSE EXPIRES IF YOU FAIL TO
PAY RENEWAL FEES OR IF YOU FAIL
TO COMPLETE ANY REQUIRED
EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED

05/08/1991

END OF RENEWAL
06/30/2027

Assigned to Firm
07/12/2011



LYNN DEMPSEY

Real Estate Commissioner

1040230045477513

WIGINGTON, LYNN SUTTON
3241 SWEET BUCKEYE DRIVE
MARIETTA, GA 30066

**Attachment C2: GDOT Training & Prequalification
Certificates**

Georgia Department of Transportation

Lynn Sutton Wigington

Croy Engineering, LLC

has satisfactorily completed

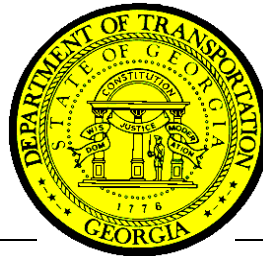
Local Administered Project (LAP) Manual

Conducted by Georgia Department of Transportation

March 4-5, 2025
2-Day Course, 10 PDHs



*Derrick Brown, Program Control
Administrator*



GDOT
Virtual Training



*Malik Al-Kush, Local Administered Project
Coordinator*



**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PREQUALIFICATION CERTIFICATE**

Name:

Lynn S. Wigington

Issue Date:

March 17, 2026

Address:

Croy Engineering, LLC
200 Cobb Parkway North Suite 413
Marietta, Georgia 30066

Date of Expiration

March 17, 2029

Signature:

Kevin York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- A-1 Conceptual Stage Study
- A-2 Relocation (Benefits Package Prep)
- A-3 Relocation Benefits Package Reviewer
- A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- B-1 Plan Review
- B-4 Quit Claim Deed Preparation

C – Valuation Services

- C-1 Appraisal Report – Level
- C-2 Appraisal Review Report
- C-3 Cost-to-Cure Report
- C-4 Trade Fixture Report
- C-5 Sign Appraisal
- C-6 Environmental Assessment Report
- C-7 Septic Tank/Well Estimators
- C-8 Timber Report
- C-9 Detailed Cost Estimator
- C-9-A Detailed ROW Cost Estimator for Negotiation
- C-10 Preliminary Cost Estimator
- C-11 Concept Team Meetings

D – Acquisition Services

- D-1 R/W Project Manager
- D-2 Pre-Acquisition Agent
- D-3 Acquisition Manager
- D-4-A Negotiation Agent Trainee
- D-4-B Negotiation Agent 1
- D-4-C Negotiation Agent 2
- D-4-D Negotiation Agent 3
- D-5 Relocation Negotiation Agent
- D-6 Administrative Review Officer (Appeals)
- D-7 Interpreter
- D-8 District Acquisition Support Consultant
- D-9 ROW Training Instructor

E – Property Management Services

- E-1 Asbestos Inspection
- E-2 Asbestos Abatement
- E-3 Demolition
- E-4 UST Removal
- E-5 Site Inspector
- E-6 Surplus Property Disposal Agent
- E-7 Surplus Property Leasing Agent
- E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- F-1 Court Coordinator

Section D - Utility Division Questionnaire

Local Utility Compliance

1. Name and Title of individual or individuals that will be or have been responsible for Utility Coordination work.

Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

2. In brief and concise sentences, please describe your knowledge of the GDOT's Utility Accommodation Policies and Standards Manual in relation to the Utility Coordination work on projects (use additional sheets).

Utility Accommodation Policy and Standards Manual (UAM) outlines the conditions and procedures under which utilities will be permitted to occupy ROW and establish and prescribe uniform policies and standards for accommodation of utilities within the ROW, to provide a basis for the planning of utility installations, and to establish procedures and controls for the issuance of permits for state and federally funded projects. The UAM outlines design and construction criteria for the placement, relocation, and abandonment of utilities in regards to ROW, highway standards (including traffic control), and environmentally sensitive areas. It also outlines reimbursable utility costs, permit requirements/agency approvals, and protocols for utility agreements, MOA's, and MOU's.

ability to coordinate with utilities during the preconstruction phase on transportation projects (use additional sheets).

Hall Co. follows the PDP utility procedures for First and Second Utility Submittals and utilizes a utility conflict matrix to track conflicts and resolutions. Separate utility coordination meetings are held per project for all stakeholders to address concerns/conflicts, understand construction requirements, and develop any utility agreements necessary for the scope of work and potential reimbursable costs.

4. In brief and concise sentences, please describe your ability to provide professional engineering services necessary to ensure utility impacts do not delay the project schedule on both the preconstruction phase or construction phase (use additional sheets)

Hall Co. utilizes utility coordination key team leads from the design firm that lead regular utility coordination meetings, provide utility impact analyses during design, perform, at a minimum, SUE B on congested corridors, and provide design during construction services for field questions or conflicts that may arise during construction.

5. If you have not done any of the above, please explain how you will perform Utility activities on Local Administered Projects according to Federal and State guidelines?

N/A

Section E - Construction Division Questionnaire

Note: If you are utilizing consultants, they must be GDOT certified.

Advertisement, Award, and Execution of Contract

Position Responsible for:

Approval to Advertise Andrew Youngblood, Purchasing Manager

Name of Legal Publication Gainesville Times, Georgia Procurement Registry & Hall County Website

Prequalification of Bidders Andrew Youngblood, Purchasing Manager

Award of Contract Andrew Youngblood, Purchasing Manager

Execution of Contract Andrew Youngblood, Purchasing Manager

Construction Supervision and Administration

Name and Title of individual or individuals that will be responsible for Construction Supervision and Administration: Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge
Brent Cook - Assistant Director, Public Works & Utilities / LAP Alternate

Describe the Local Governments experience with construction supervision and inspection related to transportation construction projects:

While Hall County has not let a federally funded project for GDOT, Hall manages the construction of projects with other federal funding sources. Hall procures Construction Engineering Inspection and Construction Management firms that are GDOT pre-qualified in the appropriate area classes. Transportation construction projects comply with GDOT specifications. Both the LAP Responsible Charge and Alternate have extensive previous experience managing construction projects with federal and state funding.

Will daily Construction Supervision and Inspection be handled by the Local Government or by a Consultant Firm? Daily construction supervision and inspection will be handled by GDOT pre-qualified Consulting firms

If Local Government is using a Consultant Firm, is the Firm under a current contract with the Local Government? Yes; several firms have been selected for as-needed Construction Inspection & Management services under Area Class 8.01 (See Attachment E1 for Area Class 8.01 Consultants).

If so, what is the name of the Firm? Heath & Lineback, Atlas, TTL, ESC, BM&K, United Consulting, KCI, Croy, Thomas & Hutton, Kimley-Horn, CDM Smith

Is the Firm pre-qualified under the Department's 8.01 Consultant Work Classification? Yes

If a Consultant Firm is used, how will the Local Government monitor the Consultant's work?

Hall County has procured GDOT pre-qualified consultants to provide these services. Hall County also coordinates bi-weekly internal meetings with the project CEI team to review RFI's, Change Order proposals, inspection reports, pay applications, etc. to provide detailed oversight during the construction phase.

GDOT LAP Certification Application

Name and Title of individual who will check contractor payrolls?

Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge

How will the Local Government handle administration of more than one contract at a time?

Dedicated project managers and procurement staff with GDOT LAP Training will be assigned to each contract to ensure clear accountability, consistent oversight, and timely communication. These managers will work closely to maintain compliance with all applicable state and federal requirements. The Local Government also maintains experience in administering multiple transportation-related contracts simultaneously, demonstrating the ability to prioritize tasks, allocate resources efficiently, and meet project deadlines without compromising quality or compliance.

How will Local Government handle inspection and administration of several active phases of a project concurrent (e.g. grading, drainage, paving, structures)?

GDOT Prequalified Construction Engineering Inspection & Management firms under Area Class 8.01 will provide full time inspection and administration of all phases of active construction projects. Consultants will provide adequate staff to ensure timely and quality testing, inspection, and administration for concurrent phases of construction.

Change Orders/Contract Modifications

What is the Local Government’s current change order process, including approval levels and final signature required for execution?

Proposed change orders are reviewed and vetted to ensure contract and project specification compliance by the project GDOT Prequalified Construction Engineering Inspection & Management firm as well as the Engineer of Record prior to recommendation to County staff. Once reviewed and recommended by construction management, Hall County project managers review for accuracy, contract compliance, and appropriate back-up documentation. If GDOT oversight is in place, change orders will be provided to GDOT for concurrence and approval prior to local government approval. Change orders greater than \$50,000 require approval and execution by the Hall County Board of Commissioners at a public voting meeting. Once approved, the change order is routed to procurement staff for updating the contract balance.

Describe the Local Government’s requirements for documenting Contractor activities and making measurement and payment for project bid items.

GDOT Prequalified Construction Engineering Inspection & Management firms under Area Class 8.01 will provide full time inspection and administration of all phases of active construction projects. CEI firms collect material tickets and track installed quantities in the field per the approved plan set and schedule of values each month prior to recommending approval for payment.

Describe the Local Governments process for subcontract approval(s).

Hall County requires Contractors to provide all subcontractors to be listed at the time of bid submission. Contractors must also provide Subcontractor E-Verify Affidavits and Subcontractor Affidavits at the time of bid submission for review. If DBE goals are included in the project, DBE subcontractors must provide DBE documentation at the time of bid submission. If subcontractors are to be utilized after bid award, the Contractor must submit all required documentation (as required by the contract and bid documents) to Hall County staff for review and approval.

GDOT LAP Certification Application

Material Testing and Approval

Describe the Local Governments experience with use of materials approved by the Georgia Department of Transportation. If there is no previous experience, please describe how materials testing will be performed on federal-aid projects.

Hall County includes the following language in construction agreements and bid advertisement documentation "The Contractor agrees to comply with and perform the Work in accordance with all applicable federal and state laws, regulations, rules, executive orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, the GDOT Standard Specifications Construction of Transportation Systems (2021 Edition), the Supplemental Specifications Modifying the 2021 Standard Specifications Construction of Transportation Systems (2024 Edition)". Material testing and inspection will be performed by GDOT Prequalified firms to ensure applicable federal and state compliance.

Describe the Local Governments experience with materials testing related to transportation construction projects.

Hall County includes the following language in all major roadway construction agreements and bid advertisement documentation "The Contractor agrees to comply with and perform the Work in accordance with all applicable federal and state laws, regulations, rules, executive orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, the GDOT Standard Specifications Construction of Transportation Systems (2021 Edition), the Supplemental Specifications Modifying the 2021 Standard Specifications Construction of Transportation Systems (2024 Edition)". Material testing and inspection are performed by GDOT Prequalified firms to ensure applicable federal and state compliance.

Will materials testing and certification be done by the Local Government or by a Consultant Firm? Consultant Firm

If Local Government is using a Consultant Firm, is the Firm under a current contract with the Local Government? Consultant Firms under Area Class 8.01-Construction Management are currently under an as-needed contract agreement. These firms, if not prequalified for material testing, will subcontract material testing and inspection services to firms prequalified with Area Classes 6.04a and 6.04b

If so, what is the name of the Firm? Firms prequalified under Area Class 8.01 and under contract with Hall County include: Heath & Lineback, Atlas, TTL, ECS, BM&K, United Consulting, KCI, Croy, Thomas & Hutton, Kimley-Horn, CDM Smith

Is the Firm pre-qualified under the Department's 6.04a and 6.04b Consultant Work Classifications? While Hall County does not currently have Firms prequalified under Area Classes 6.04a and 6.04b under an existing contract, The County requires contracted firms prequalified under Area Class 8.01 to utilize sub-consultants prequalified under Area Classes 6.04a and 6.04b to provide appropriate material testing.

Is the Local Government planning and developing any projects that may contain and bridges or structures? At this time, the County is not currently planning and developing any GDOT oversight projects that may contain bridges or structures.

If yes, does the Local Government or its Consultant have PCI certified inspection personnel or will the Local Government request the assistance of GDOT for inspection and approval? N/A

GDOT LAP Certification Application

Does the Consultant have ASNT (American Society of Nondestructive Testing) Level III certified welding inspectors for steel bridges?

N/A

Does the Consultant have ASNT certified VT or MT inspectors? (visual and magnetic particle)

N/A

Schedule/Workload

If any, list the Local Governments schedule of Federal Aid Projects and their projected Construction Begin Date.

At this time, the County is not currently managing any Federal Aid construction projects.

Delivery Performance & Quality Assurance

- Who is responsible for ensuring that payments are in line with percent complete activities (as approved by LPA and GDOT)?
Jordan Wallace - Transportation Program Manager/ LAP Responsible Charge & selected project Construction Engineering & Inspection firms
- Who is responsible for developing the initial Gantt Chart construction schedule identifying the key milestones along with the critical paths?
Hall County requires all contractors to submit a Critical Path Method schedule following NTP and the schedule must be updated monthly per contract specifications.
- How is the construction schedule monitored to determine monthly performance?
Schedule revisions are submitted monthly by the contractor and reviewed by the selected project Construction Engineering & Inspection firm and Hall County to ensure on-schedule contract completion.
- What industry methods have been implemented to mitigate construction risks and delays?
The County requires a CPM schedule to accurately track project completion. Contract clauses include liquidated damages tying financial repercussions to contractor delays. Frequent progress meetings are held to address current and upcoming progress and potential delays or roadblocks to help mitigate risks and delays early in the project.
- What assurances are in place to measure and document quality control performance?
Hall County clearly defines project acceptance criteria utilizing full time construction oversight and monitoring including punch list inspections.

Attachment E1: Area Class 8.01 GDOT
Prequalified List



CMIS Prequalified Vendor(s) by Area Class

* Area Class Category ID & Name: 8

* Area Class Number & Name: 8.01

Apply Reset

CMIS Prequalified Vendor(s) by Area Class as of April 01, 2026

Processed On: Apr-01-2026 03:00

All Consultants prequalified in Area Class :

Area Class Category ID & Name 8. Construction Area Class Number & Name 8.01 Construction Supervision

Company	Address	City	State	Zip	Phone	Disposition Date	Expiration Date	DBE Certificate Date	DBE Certificate Status
ACCURA ENGINEERING AND CONSULTING SERVICES, INC.	3200 PRESIDENTIAL DRIVE	ATLANTA	GA	30340	(470)225-6027	Jan-09-2025	Jan-31-2028	May-21-2013	Certified
ACM, Inc.	3465 Olivia Ridge CT	Suwanee	GA	30024	(770)231-6857	Apr-11-2024	Apr-11-2027		
AE Engineering, Inc.	219 NORTH NEWMAN STREET, 4TH FLOOR	JACKSONVILLE	FL	32202	(904)337-6324	Apr-10-2023	Apr-11-2026	Apr-26-2017	Not Certified
AECOM TECHNICAL SERVICES INC	1360 Peachtree Street, Suite 500	Atlanta	GA	30309	(404)414-4982	Dec-14-2023	Jan-11-2027		
AMERICAN ENGINEERS	5160 Acworth Landing Drive	Acworth	GA	30101	(770)421-8422	Oct-09-2025	Oct-31-2028		
ARETE ENGINEERING & CONSTRUCTION, INC.	3555 SANDERLINGS POINTE NW	KENNESAW	GA	30152	(678)290-1855	Jun-13-2024	May-31-2027	Nov-02-2016	Certified
ARORA ENGINEERS, LLC	61 Wilmington West Chester Pike Suite 100	Chaddss Ford	PA	19317	(610)459-7950	Oct-09-2025	Oct-11-2028	Jul-25-2013	Not Certified
ATKINSREALIS USA, INC.	1600 RIVEREDGE PARKWAY, N.W., Suite 600	ATLANTA	GA	30328	(770)933-0280	Mar-12-2026	May-10-2029		
AULICK ENGINEERING, LLC	2000 AIRPORT RD STE 121	ATLANTA	GA	30341	(770)653-2716	Oct-12-2023	Nov-09-2026	Jun-13-2012	Certified
Advance Engineering and Construction, LLC	5300 Memorial Drive, Suite 123G	Stone Mountain	GA	30083	678-974-7393	Jun-08-2023	May-19-2026	Dec-11-2018	Certified



Alfred Benesch & Company	600 Peachtree Street, NE Suite 940	Atlanta	GA	30308	(706)722-4114	Mar-12-2026	Apr-11-2029		
[REDACTED]	2450 Commerce Avenue Suite 100	DULUTH	GA	30096-8910	(770)263-5945	Feb-12-2026	Feb-11-2029		
BARGE DESIGN SOLUTIONS, INC.	6525 The Corners Pkwy Suite 450	Peachtree Corners	GA	30092	(615)515-9411	Aug-07-2024	Sep-30-2027		
[REDACTED]	6401 SW 87th Avenue, Suite 200	Miami	FL	33173	(305)670-2350	Dec-12-2024	Jan-11-2028		
[REDACTED]	P.O. Box 878	Braselton	GA	30517	(706)824-0519	Mar-14-2024	Mar-08-2027		
BRINDLEY PIETERS & ASSOCIATES, INC.	2600 MAITLAND CENTER PARKWAY	MAITLAND	FL	32751	(407)830-8777	Jan-09-2025	Dec-31-2027	Jun-27-2011	Certified
BURGESS & NIPLE, INC.	1800 Pembroke Drive Suite 265	Orlando	FL	32810	(813)255-4392	Aug-14-2025	Aug-13-2028		
Bowman Consulting Group, LTD	4174 Silver Peak Parkway	Suwanee	GA	30024	(770)932-6550	Dec-11-2025	Dec-10-2028		
Bridgefarmer & Associates, Inc.	9755 Dogwood Road Suite 120	Roswell	GA	30075	(972)231-8800	Sep-12-2024	Oct-11-2027		
Brown & Gay Engineers, Inc.	245 Townpark Dr. Suite 470	Kennesaw	GA	30144	(470)705-0885	Dec-12-2024	Dec-21-2027		
[REDACTED]	2100 Riveredge Parkway Suite 1250	ATLANTA	GA	30328	(404)720-1226	Sep-14-2023	Oct-12-2026		
CHA Consulting, Inc.	270 Peachtree Street N.W. Suite 1500	Atlanta	GA	30303	(518)453-3964	Jan-08-2026	Jan-07-2029		
CINCAR CONSULTING GROUP, LLC	400 PERIMETER CENTER TERRACE N. STE 125	Atlanta	GA	30346	(678)732-3390	Jul-11-2024	Aug-09-2027	May-01-2018	Certified
CIVIL SERVICES, INC.	1201 PEACHTREE STREET, N.E. SUITE 100	ATLANTA	GA	30361	(904)645-0057	Oct-24-2023	Sep-14-2026	Jan-24-2013	Certified
CKL ENGINEERS, LLC	3355 Lenox Road Suite 750	Atlanta	GA	30326	(773)439-0519	Apr-11-2024	Jan-06-2027	Mar-01-2021	Certified
COASTAL ENGINEERING & CONSULTING	6605 ABERCORN STREET Suite 210D	SAVANNAH	GA	31405	(912)964-4509	Apr-10-2025	Apr-30-2028	Oct-09-2012	Certified
COASTLINE CONSULTING SERVICES, INC.	138 CANAL ST., UNIT # 307	POOLER	GA	31322-4048	(912)663-0827	Dec-12-2024	Dec-31-2027	Jul-19-2012	Certified
CONSOI IDATED TECHNOLOGIES	650 Henderson Drive	Cartersville	GA	30120	(706)278-	Mar-13-2025	Dec-31-2027		



COWI North America, Inc.	1589 Metropolitan Blvd.	Tallahassee	FL	32308	(850)300-7200	Mar-14-2024	Apr-13-2026		
[REDACTED]	200 NORTH COBB PKWY.,BLD.400,STE.413	MARIETTA	GA	30062-3559	(770)971-5407	Jun-08-2023	Jul-13-2026		
CSI GEO, INC.	1055 HOWELL MILL ROAD SUITE 800	ATLANTA	GA	30318	(904)645-0057	Nov-14-2024	Oct-11-2027	Oct-14-2012	Certified
Cobb, Fendley & Associates, Inc.	4424 West Sam Houston Parkway North Suite 600	Houston	TX	77041	(713)462-3242	Dec-12-2025	Nov-17-2026		
Coleman Company, Inc.	1480 Chatham Parkway Suite 100	Savannah	GA	31410	(912)657-6034	Nov-20-2025	Dec-13-2028		
Colliers Engineering & Design, Inc. dba Maser Consulting	1305 Mall of Georgia Blvd Suite 120	Buford	GA	33630519	(678)288-4491	Feb-13-2025	Feb-14-2028		
Columbia Engineering & Services, Inc.	2862 Buford Highway, Suite 200	Duluth	GA	30096	(770)925-0357	Jun-08-2023	Jun-11-2026		
Conсор Engineers, LLC	2511 St. Johns Bluff Road South Suite 107	Jacksonville	FL	32246	(888)451-6822	Sep-11-2025	Aug-12-2028		
Conсор North America, Inc.	2047 Gees Mill Road Suite 211	Conyers	GA	30013	(817)269-9795	Jan-08-2026	Jan-07-2029		
DJ Engineering Consultants, LLC	3561 Old Maple Drive	Alpharetta	GA	30022	(413)222-1044	Nov-20-2025	Nov-19-2028		
Douglas Ogello, LLC	5552 Dendy Trace	Fairburn	GA	30213	(943)214-0514	Aug-26-2025	Aug-11-2028	Nov-17-2022	Certified
Dyer, Riddle, Mills & Precourt, Inc dba DRMP, INC.	941 Lake Baldwin Lane	Orlando	FL	32303	(407)896-0594	Oct-09-2025	Oct-31-2028		
[REDACTED]	1281 KENNESTONE CIRCLE #100	MARIETTA	GA	30066-6035	(770)590-1975	Nov-14-2024	Dec-31-2027		
EGSci CONSULTING, INC.	P.O. BOX 467445	ATLANTA	GA	31146	(770)379-8594	Sep-11-2025	Oct-11-2028	Apr-24-2014	Certified
EK ENGINEERING CONSULTANTS, LLC	1251 NORTH EDDY STREET STE 200	SOUTH BEND	IN	46617	(574)307-3116	Feb-08-2024	Aug-18-2028	Oct-23-2022	Certified
EMC ENGINEERING SERVICES, INC.	27 Chatham Center South Suite A	SAVANNAH	GA	31405	(912)233-4580	Aug-10-2023	Jul-13-2026		
ENGINEERING DESIGN TECHNOLOGIES, INC	1705 ENTERPRISE WAY, S.E., STE. 200	MARIETTA	GA	30067-9224	(770)988-0400	Feb-08-2024	Feb-07-2027	Feb-17-2011	Not Certified



					3700				
KECK & WOOD, INC.	3090 Premiere Parkway Suite 200	DULUTH	GA	30097	(678)417-8785	Aug-10-2023	Sep-14-2026		
KHAFRA ENGINEERING CONSULTANTS, INC.	225 PEACHTREE STREET, NE; SUITE 1600	ATLANTA	GA	30303	(404)525-2120	Apr-10-2025	Jul-17-2027	Dec-17-2014	Certified
[REDACTED]	3930 East Jones Bridge Road Suite 350	Peachtree Corners	GA	30092	(678)533-3902	Jul-11-2024	Aug-31-2027		
Kiewit Engineering Group, Inc.	10055 Trainstation Circle	Lone Tree	CO	80124	(303)484-6348	Apr-10-2025	Mar-14-2028		
LJA Engineering, Inc.	299 South Main Street Suite A	Alpharetta	GA	30009	(470)567-3348	Mar-13-2025	Mar-12-2028		
LNCO, LLC	1727 Greensboro Road	Madison	GA	30650	(404)326-4522	Jan-08-2026	Jan-12-2029		
LOWE ENGINEERS, LLC.	990 Hammond Drive SUITE 900	ATLANTA	GA	30328	(770)857-8400	Jul-11-2024	Aug-09-2027		
LUSTER NATIONAL, INC.	1701 WESTWIND DR., STE. 117	BAKERSFIELD	CA	93301	(661)869-0157	Nov-14-2024	Dec-31-2027	May-30-2012	Certified
MATERIALS MANAGERS AND ENGINEERS, INC.	400 W. PEACHTREE ST., STE. 2701	ATLANTA	GA	30308	(678)463-8842	Mar-14-2024	Apr-09-2027	Oct-01-2014	Certified
MC SQUARED, LLC	1275 SHILOH ROAD NW	KENNESAW	GA	30144	(770)650-0873	Nov-09-2023	Nov-09-2026	Jul-10-2013	Not Certified
METRO TRAFIX, LLC	1422 KINGS PARK DR, NW	KENNESAW	GA	30152	(678)793-7348	Aug-10-2023	Sep-09-2026	Oct-04-2020	Certified
MICHAEL BAKER INTERNATIONAL INC	420 Technology Parkway Suite 150	Norcross	GA	30092	(678)966-6624	Oct-12-2023	Nov-09-2026		
MOFFATT & NICHOL	1201 Peachtree Street, NE Suite 1106	Atlanta	GA	30361	(404)205-8530	Dec-12-2024	Jan-31-2028		
Mott MacDonald, LLC	1040 Crown Pointe Pkwy, Suite 150	Atlanta	GA	30338	(770)952-1022	Jan-08-2026	Jan-12-2029		
NEEL-SCHAFFER, INC.	One Georgia Center 600 West Peachtree Street NW, Suite 750	Atlanta	GA	30308	(678)604-0050	Sep-11-2025	Nov-10-2028		
NEW SPRING ENGINEERING, LLC	1050 CROWN POINTE PKWY. STE. 500	ATLANTA	GA	30338	(770)329-3222	Oct-09-2025	Oct-08-2028	Mar-05-2023	Certified
NOVA ENGINEERING &	3900 KENNESAW 75 PARKWAY	KENNESAW	GA	30144	(770)425-	Mar-13-2025	Mar-14-2028		



	Building 300 Suite 200				7100				
Summit Design and Engineering Services, PLLC, LLC	320 Executive Court	Hillsborough	NC	27278	(919)732-3883	May-11-2023	Jun-11-2026		
T. R. Long Engineering, P.C.	114 N. Commerce Street	Hinesville	GA	31313	(912)368-5664	Apr-10-2025	May-09-2028		
TAM CONSULTING SERVICES, LLC	4520 JENKINS DR.	PLANO	TX	75024	(512)619-6042	Jun-08-2023	Jun-08-2026	Nov-06-2022	Certified
THOMPSON ENGINEERING	3707 COTTAGE HILL RD.	MOBILE	AL	36609	(251)665-5429	Feb-13-2025	Feb-28-2028		
THREADCRAFT ENGINEERING, INC.	230 S. JACKSON ST. SUITE 300	ALBANY	GA	31701	(919)600-8399	May-09-2024	May-09-2027	Jun-26-2022	Certified
TRANSYSTEMS CORPORATION	260 Peachtree Street, NW Suite 800	Atlanta	GA	30308	(678)244-9730	May-11-2023	Jun-11-2026		
T [REDACTED]	3202 GILLIONVILLE ROAD	ALBANY	GA	31721	(229)432-5805	Sep-14-2023	Oct-12-2026		
[REDACTED]	50 Park of Commerce Way	Savannah	GA	31405	(912)234-5300	Oct-12-2023	Dec-14-2026		
Tunnel Geotechnical and Railway, Corp. (TGR)	4181 Towncastle Ln.	Buford	GA	30518	(314)952-2861	Dec-12-2025	May-19-2027		
UES Professional Solutions 18, LLC	1955 VAUGHN RD., SUITE 101	KENNESAW	GA	30144-7808	(770)794-0266	Feb-12-2026	Mar-12-2029	Jun-13-2012	Not Certified
UNITED CONSULTING GROUP, LTD.	625 HOLCOMB BRIDGE RD.	NORCROSS	GA	30071	(770)582-2893	Jul-13-2023	Jul-13-2026		
VIA Consulting Services, Inc	10250 Normandy Blvd., Suite 304	Jacksonville	FL	32221	(904)783-9842	Jun-13-2024	Jun-13-2027	Jun-05-2024	Certified
VOLKERT, INC.	175 TOWN PARK DR., NW, SUITE 140	KENNESAW	GA	30144	(770)919-9542	Sep-14-2023	Oct-12-2026		
WILSON FERGUSON ASSOCIATES, LLC	160 LAURENS RD	LANDRUM	SC	29745	(803)833-2096	Mar-12-2026	Nov-10-2028	Sep-03-2013	Certified
WSB Design and Consulting	675 Ponce de Leon Avenue, NE Suite 7500	Atlanta	GA	30308	(229)347-3971	Jun-13-2024	Jun-13-2027		
WSP USA Environment & Infrastructure Inc	1075 Big Shanty Road N.W., Suite 100	Kennesaw	GA	30144	(770)421-3313	Jul-11-2024	Aug-09-2027		
WSP USA, Inc.	3340 Peachtree Road Suite 2400	Atlanta	GA	30326-1087		Sep-14-2023	Nov-09-2026		

Section F - Procurement of Engineering and Design Related Services
Questionnaire

Please answer the following questions specific to “Procurement, Management, and Administration of Engineering and Design Related Services” for Federal-Aid projects to enable the Department to determine compliance with 23 CFR 172.

Note: Procurement will not be approved unless training has been completed. All staff involved in the procurement process **must** attend training.

Review the following information that pertains to this application prior to LPA submission:

- Any person(s) responsible for the solicitation, facilitating Evaluations, Negotiations and Contract Management must attend and pass the Procurement training.
- Documentation must only be submitted through the appropriate channels once training for all persons responsible is attended and passed. Procurement will not answer any LPA’s questions regarding language, submittal of documentation, or any other Procurement questions until this requirement is satisfied.
- The application will be used to review the LPA’s policy and knowledge of the process, and all attachments are required with application. Incomplete applications will not be reviewed.
- If the LPA intends to adopt GDOT’s Procurement Policy, review the additional resources section on the LAP webpage for documentation.
- If the LPA intends to adopt their own policy or will adopt the GDOT policy with exceptions, those must be included in the attachments with this application. Submission of the policy and/or exceptions does not automatically indicate approval from GDOT and they are subject to final GDOT review and approval.

1. Have all persons responsible for the solicitation, facilitation of Evaluations, Negotiations, and Contract Management attended and passed the required Procurement Training?

- Yes **See Attachment F1 for Procurement Training Certifications**
 No

2. List all staff (names and titles) responsible for the solicitation, facilitation of Evaluations, Negotiations, and Contract Management that have taken the Procurement class and provide class completion dates. Provide a copy of the certificate(s) as an attachment. Expired or illegible certificates will not be accepted and will require resubmission. A table is provided below for the required information (except for the certificates). If more room is needed, the LPA may attach a list that contains the same information as an attachment to this application.

GDOT LAP Certification Application

Name	Title	Class Completion Date	Certificate Attached
Jordan Wallace	Transportation Program Manager	2/12/2025	<input checked="" type="checkbox"/> Yes
Brent Cook	Assistant Director, Public Works & Utilities	9/24/2025	<input checked="" type="checkbox"/> Yes
Andrew Youngblood	Purchasing Manager	6/11/2025	<input checked="" type="checkbox"/> Yes
Sommer Green	Grants Manager	6/11/2025	<input checked="" type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes

3. Has the LPA conducted any procurements for engineering and design services for contracts to be funded with Federal Aid Highway Program funds within the past five years? If yes, proceed to question 4. If no, proceed to question 8.
- Yes
- No

4. **Note: If you answered No to question 3, proceed to question 8.**

List all procurements conducted for engineering and design services for contracts that were funded with Federal Aid Highway Program funds within the past five years. List procurements from oldest to newest in the table below. If more room is needed, the LPA may attach a list that contains the same information as an attachment to this application.

Solicitation Name	GPR Link	Awarded?
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes

GDOT LAP Certification Application

Solicitation Name	GPR Link	Awarded?
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes

5. For the three (or less if there were fewer than three) most recent procurements in the table (or attachment) for question 4, which of the following policies were used?
- GDOT Policies and Procedures with no exceptions
 - GDOT Policies and Procedures with GDOT approved exceptions
 - LPA Policies and Procedures approved by GDOT
 - LPA has opted for GDOT to conduct the procurement
 - Other – **NOTE: an attachment explaining why one of the above options was not used must be submitted with this answer choice.**
6. Provide the policies and procedures that were indicated in question 5 as an attachment to this application. These policies and procedures must be in accordance with 23 CFR §172.5(b)(1). If none are available, describe the process followed from beginning to end in an attachment. Do you understand this requirement?
- Yes
 - No
7. GDOT reserves the right to inquire about any of the procurements listed in the table (or attachment) for question 4 to ensure compliance with all State and Federal laws, rules, regulations, policies, and other related items. This may take the form of requests for documents, interviews, meetings, and other activities. The LPA must comply with this request for information, or their application may be rejected. Do you understand and agree to this requirement?
- Yes
 - No

GDOT LAP Certification Application

8. Note: If you answered No to question 3, proceed here from question 8.

Each LPA may opt to use GDOT's Policies and Procedures, GDOT's Policies and Procedures with approved exceptions, LPA Policies and Procedures approved by GDOT or opt to have GDOT conduct all federally funded procurements under this program for engineering and design services for contracts to be funded with Federal Aid Highway Program funds. Which option does the LPA choose for your policies and procedures?

- GDOT Policies and Procedures with no exceptions
- GDOT Policies and Procedures with GDOT approved exceptions
- LPA Policies and Procedures approved by GDOT
- LPA opts to have GDOT conduct all federally funded Engineering & Design Procurements

See Attachment F2 for Adoption of GDOT Policies & Procedures

9. If the LPA chose in question 8 GDOT's Policies and Procedures with approved exceptions, or LPA Policies and Procedures approved by GDOT, do you understand and agree that GDOT must approve either the exceptions to the GDOT Policies and Procedures or the LPA Policies and Procedures?

- Yes
- No
- Not Applicable – our LPA opts to use GDOT Policies and Procedures with no exceptions

10. If the LPA chose in question 8 GDOT's Policies and Procedures with approved exceptions, or LPA Policies and Procedures approved by GDOT, a copy of the exceptions or the LPA policy must be attached to this application as a separate document to be considered. Note any exceptions, policies and procedures must be in accordance with §172.5(b)(1). Do you understand this requirement and have attached the required documents?

- Yes
- No
- Not Applicable – our LPA opts to use GDOT Policies and Procedures with no exceptions

GDOT LAP Certification Application

11. If the LPA chose in question 8 GDOT's Policies and Procedures with approved exceptions, or LPA Policies and Procedures approved by GDOT, a signed, sealed, dated, and complete Letter of Agreement must be submitted with this application. The Letter of Agreement must be signed by the person(s) responsible for the authorization of funds should repayment become necessary. The Letter of Agreement must be on the entity's letterhead. A template for the Letter of Agreement may be found on the LAP webpage. Do you understand this requirement and have attached the required Letter of Agreement?
- Yes **See Attachment F2 for signed Procurement Letter of Agreement**
- No
12. A signed, initialed, sealed, dated, and complete Procurement Statement must be submitted with this application. The Procurement Statement must be signed by the person(s) responsible for the authorization of funds should repayment become necessary. The Procurement Statement must be on the entity's letterhead. A template for the Procurement Statement may be found on the LAP webpage. Do you understand this requirement and have attached the required Procurement Statement?
- Yes **See Attachment F2 for signed Procurement Statement**
- No

**Attachment F1: GDOT Procurement Training
Certificates**



Georgia Department of Transportation

Office of Procurement

Certifies that

Andrew Youngblood

Has successfully completed all requirements for

Engineering and Design
Procurement Policy and Procedure

CEU 12

DATE: June 11, 2025

Macon Office

SCORE: 92%

A handwritten signature in blue ink, appearing to read 'Spencer B. Lord', is written over a horizontal line.

Spencer B. Lord

Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read 'Maria L. Roux', is written over a horizontal line.

Maria L. Roux

Chief Procurement Officer



Georgia Department of Transportation

Office of Procurement

Certifies that

Brent Cook

Has successfully completed all requirements for

Engineering and Design
Procurement Policy and Procedure

CEU 12

DATE: September 24, 2025

Atlanta Office

SCORE: 94%

A handwritten signature in blue ink, appearing to read 'Spencer B. Lord', is written over a horizontal line.

Spencer B. Lord

Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read 'Maria L. Roux', is written over a horizontal line.

Maria L. Roux

Chief Procurement Officer



Georgia Department of Transportation

Office of Procurement

Certifies that

Jordan B. Wallace

Has successfully completed all requirements for

Engineering and Design
Procurement Policy and Procedure

CEU 12

DATE: February 12, 2025

Atlanta, GA

SCORE: 89%

A handwritten signature in black ink, appearing to read 'T. Young', written over a horizontal line.

Treasury T. Young
Chief Procurement Officer

A handwritten signature in black ink, appearing to read 'Maria L. Roux', written over a horizontal line.

Maria L. Roux
QA Compliance Manager



Georgia Department of Transportation

Office of Procurement

Certifies that

Sommer Green

Has successfully completed all requirements for

Engineering and Design
Procurement Policy and Procedure

CEU 12

DATE: June 11, 2025

Macon Office

SCORE: 89%

A handwritten signature in blue ink, appearing to read 'Spencer B. Lord', is written over a horizontal line.

Spencer B. Lord

Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read 'Maria L. Roux', is written over a horizontal line.

Maria L. Roux

Chief Procurement Officer

**Attachment F2: Hall County Adoption of GDOT
Procurement Policy**

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION AUTHORIZING THE ADOPTION AND EXECUTION OF THE
GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) PROCUREMENT
POLICY FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION
OF ENGINEERING, AND DESIGN RELATED CONSULTANT SERVICES**

WHEREAS, Hall County, Georgia (hereinafter referred to as “the County”) desires to adopt the Georgia Department of Transportation (collectively referred to hereafter as “GDOT”) Procurement Policy for the Procurement, Management and Administration of Engineering, and Design Related Consultant Services for all State and Federally Funded Transportation Projects.


WHEREAS, the County will execute the GDOT Procurement Statement Confirming Understanding of All Policies and Procedures related to the Procurement of Engineering and Design Services as per 23 CFR 172 attached hereto as Exhibit “A”; and

WHEREAS, the County will execute the GDOT Letter of Agreement affirming that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized attached hereto as Exhibit “B”; and

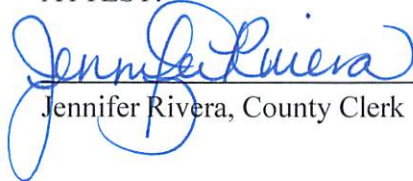
NOW THEREFORE, on behalf of Hall County, Georgia the Hall County Board of Commissioners further authorizes the Chairman and the Financial Services Director to sign any and all documents necessary to effectuate this transaction, subject to the review and approval of the County Attorney.

SO RESOLVED this the 12th day of February, 2026.

HALL COUNTY BOARD OF
COMMISSIONERS


Chairman, David Gibbs

ATTEST:

 (SEAL)
Jennifer Rivera, County Clerk



APPROVED AS TO FORM:

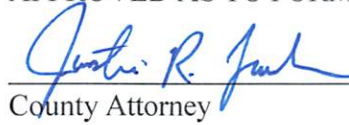

County Attorney

Exhibit "A"



Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

January 22, 2026

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

Attn: Maria L. Roux
Asst. Chief Procurement Officer-QA Compliance
Georgia Department of Transportation
Office of Procurement

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

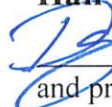
PURCHASING MANAGER
Andy Youngblood

Hall County affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

Confirmation Of Understanding:

Please **initial** the below confirming understanding and agreeing to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

Hall County agrees with and confirms:

 They have read and understand all rules, regulations and policies and procedures associated with engineering and design procurement:

- 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule
- 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule
- 40 U.S.C. 1101-1104 Selection of Architects and Engineers “**The Brooks Act**”
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- Repayment of Preliminary Engineering Cost (Order 2020.1)
- FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost

Rates on Engineering and Design-related Services Contracts Order No. 4470.1A

- O.C.G.A. 50-22-1 through 50- 22-9
- GDOTs DBE program

DB The understanding of Qualification Based Selection 23 CFR 172.7(a)(1) and that price may **NEVER** be used as a selection factor or consideration in the selection process

DB That *if* it has adopted GDOTs policies and procedures as outlined in the manual and discussed in class that it will follow all policies and procedures unless exceptions have been requested and approved. Hall County agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.

DB That it will comply with all provisions of 23 CFR 172.5(b) including developing and sustaining organizational capacity and provide the resources necessary for the procurement, management and administration of engineering and design related consultant services.

DB That it will comply with all provisions of 23 CFR 172.9(d)(1) by assigning a full-time, public employee as the Responsible Charge who will fulfill inherently governmental activities which include, at a minimum, contract negotiation; contract payment; evaluation of contract compliance, performance, and quality; familiarity with contract requirements and scope; scheduling and attending progress and project review meetings; ensuring costs billed are allowable in accordance with federal cost principles; ensuring costs are consistent with contract terms; evaluating and participating in decisions for contract modifications; documenting contract monitoring activities; and maintaining supporting contract records in accordance with 2 CFR 200.333.

DB Only individuals who have attended GDOT's training and passed the test on Procurement, Management, Administration of Engineering & Design Related Services will serve in a role which is decision making and/or which is involved in fulfilling any of the roles necessary in order to complete the full procurement cycle.

Prequalification

Hall County agrees with and confirms:

DB The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.

DB That all solicitations will specify the unique required area classes for the Prime Consultant as well as the Team (which includes the Prime and all Sub-Consultants) to ensure appropriate responses on all federally funded projects utilizing federal funds.

Dg The prequalification certificates will be required in the solicitation to be submitted for the Prime and all Team to verify awarded consultant meets all required area classes and has current prequalification.

Development

Hall County agrees with and confirms:

Dg Scope(s) of services will be drafted with as much detail (which makes it clear, complete and logical) as possible and organized in the order in which services will be completed.

Dg Understanding that the level of detail required in the scope will be determined by the contract type. On-Call and Multi-Phase Project Specific contracts can have more generic and all-inclusive scopes however, project specific contracts must include all services necessary to complete the entire project.

Dg It will not require the Prime Consultant to be pre-qualified in excessive area classes which could be covered by the team and recognizes that doing so would limit competition and risk not meeting the requirement in 23 CFR 172.7(a)(1)(iv)(D) of the minimum of three responses.

Dg Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.

Dg Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.

Dg Solicitations will identify the Project Manager and Key Team Roles for which resumes must be submitted to allow the Selection Committee to evaluate qualifications in order to determine the most qualified team in accordance with the allowable Qualification Based Selection (QBS) Selection Criteria.

Dg The understanding of the three procurement methods used in procuring engineering and design services. 23 CFR 172.7(a) – Qualification Based Selection, Small Purchases, and Noncompetitive.

Dg The understanding of the three contract types used in procuring engineering and design services. 23 CFR 172.9(a) – Project Specific; Multi-Phase Project Specific; Indefinite-Delivery Indefinite Quantity (On-Call)


Dg The understanding of the payment method(s) associated with engineering and design procurements. 23 CFR 172.9(b) – Cost Plus Fixed Fee; Lump Sum; Cost Per Unit of Work; Specific Rates of Compensation

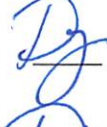
Dg Each Solicitation will indicate contract and payment types.


Dg Each Solicitation will include the selection criteria and associated weights in solicitation.

Dg Each Solicitation will include only qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii) – Technical Approach; Work

Experience; Specialized Expertise; Professional Licensure; Staff Capabilities; Workload Capacity; Past Performance.


 Each Solicitation will include only non-qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii)(D) – Local Presence and Participation of Disadvantaged Business Enterprises.


 Non-Qualification Based Criteria cannot exceed ten (10) percent of the overall evaluation as outlined in 23 CFR Part 172.7.(a)(1)(iii)(D).


 DBE goals must be consistent with GDOT's current DBE goal or must be approved in advance by GDOT's Office of Equal Employment Opportunity (EEO) for the utilization of Federal-Aid Highway Program Funds.


Advertisement 23 CFR 172.7(a)(1)(i)


Hall County agrees with and confirms:


 It has published the solicitation as required by state law to the Georgia Procurement Registry.

 Understanding of the State of Georgia requirement to post solicitation in two (2) phases and understands posting time frames of a minimum of 15 days for Phase 1 (in accordance with O.C.G.A. 50-22-3) and a minimum of 14 days for Phase 2 (for the Technical Approach in accordance with 23 CFR 172.7(a)(1)(ii)(G))

 If adopting GDOT policies and procedures, it understands posting requirements of GDOT.


 That all posting requirements will be met.

 It can provide link to the Georgia Procurement Registry for all federally funded procurements for engineering and design services for the last three (3) years.


 Solicitation Posting will identify the appropriate NIGP codes to obtain adequate competition – minimum of 31842-Engineering Consulting; 91843-Environmental Consulting; 91896-Transportation Consulting; 92513-Bridge Engineering; 92517-Civil Engineering; 92533-Professional Engineer Services; 92535-Environmental Engineering; 92536-Engineering Services.

Evaluation 23 CFR 172.7(a)(1)(iii) - 23 CFR 172.7(a)(1)(iv)

Hall County agrees with and confirms:

 It understands the role and responsibilities of the Selection Committee.

 All members of the selection committee are qualified as per FAR 36.602-2

 All selection committee members have been provided with training and instructions on how to provide scores and comments.

~~D~~ Evaluations will be conducted in two (2) phases.

~~D~~ Phase 1 evaluations will result in the shortlist to begin Phase 2.

~~D~~ Individual scores *and* comments will be documented for Phase 1, unless the Selection Committee discusses all firms and Selection Committee comments and Scores are provided for all Respondents.

~~D~~ Phase 1 *and* Phase 2 selection committee meetings will be held and will be documented with Phase 1 and Phase 2 committee scores and comments.

~~D~~ Upon request, individual and selection committee Phase 1 *and* Phase 2 scores and comments can be provided.

Negotiations 23 CFR 172.7(a)(1)(v)

Hall County agrees with and confirms:

~~D~~ Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1104(a).

~~D~~ It can provide the scope of the contract and a supporting task list to start negotiations.

~~D~~ An Independent Estimate, which will include an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee, will be completed by a qualified individual as per 23 CFR 172.7(a)(1)(v)(B) and obtained prior to receiving consultants cost proposal and beginning negotiations.

~~D~~ That Consultant Cost Proposals will be requested only after completion of the Independent Estimate and that both the Independent Estimate and consultant cost proposal will be available for review upon request.

~~D~~ Understanding of the different elements of contract costs which must be considered during negotiations and include the Independent Estimate, Indirect Cost Rates (Overhead), Direct Salary or Wage Rates, Fixed Fee, Other Direct Costs, and Sub-Consultant/Vendor Costs.

~~D~~ Understanding of the Process of Negotiations to include scoping meeting between PM and Consultant team, identification of required tasks/preparation of task list, providing task list to consultant team, agency team preparing hours for task list, agency team identifying appropriate labor classes, consultant team preparing hours for task list, consultant team identifying appropriate labor classes, agency and consultant teams sending required documents to negotiator, negotiator reviewing hours and labor classes and determining where differences are greater than 10% variance in hours, holding negotiations meetings to resolve differences, determining the payment method (of those listed in the solicitation as options), applying consultant direct salary/wage rates and indirect costs to determine preliminary costs, negotiating and applying other direct costs, agreeing upon final costs.

~~D~~ Understanding of the different elements which may require negotiations.

Dg Understanding of the tools which GDOT uses for negotiating and either uses the same or similar tools which provide the same level of information in order to document negotiation activities in accordance with 23 CFR 172.7(a)(1)(v)(E).

Award

Hall County agrees with and confirms:

- Dg Understanding of the award process including the preparation and approval of the selection package.
- Dg Understanding and inclusion of all required contract provisions as required by 23 CFR 172.9(c).
- Dg Understanding and compliance with all of the requirements for preparing and maintaining all award documentation
- Dg Understanding and compliance with notifications being posted to the Georgia Procurement Registry.

Contract Administration 23 CFR 172.9

Hall County agrees with and confirms:

- Dg All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).
- Dg The understanding and compliance with assigning a **Responsible Charge** who is a fulltime, government employee - 23 CFR 172.9(d).
- Dg The understanding and compliance with the requirement for Performance Evaluations in 23 CFR 172.9(d)(2), and that these performance evaluations will be used in making future selection decisions.
- Dg All modifications 23 CFR 172.9(e) made to agreements after execution of contracts will be documented and be provided upon request. All modifications will be in accordance with the solicitation in regards to scope, area classes, contract types, payment methods, etc.
- Dg Any modifications will be negotiated in the same manner and formality as the original agreements.
- Dg Notices to Proceed (NTP) will be issued which will serve to document the first day when work is authorized to begin and when charges are eligible for billing to the project.
- Dg Stop Work Notices will be issued which will serve to document the last day when work is authorized to occur and when charges must cease to the project.

Additional Confirmation

Hall County agrees with and confirms:

LG The understanding of:

- Disadvantaged Business Enterprise (DBE) 23 CFR 172.7(b)(2)
- Suspension and Debarment 23 CFR 172.7(b)(3)
- Conflict of interest requirements 23 CFR 172.7(b)(4)
- Consultant Services in Management Support Roles 23 CFR 172.7(b)(5)

HALL COUNTY, GEORGIA

By: [Signature]
David Gibbs, Chairman
Hall County Board of Commissioners

By: [Signature]
Taylor Samples, Director
Hall County Financial Services

Date: February 12, 2026

Date: February 12, 2026

Attestation: [Signature]
Jennifer Rivera, Commission Clerk



Exhibit "B"



Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

Date: February 12, 2026

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Attn: Maria L. Roux
Chief Procurement Officer-QA Compliance
Office of Procurement

**RE: Adoption of GDOT Procurement Policy for The Procurement,
Management and Administration of Engineering and Design Related
Consultant Services**

Hall County will adopt the Georgia Department of Transportation Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services. Hall County has read the policy and will abide by the policy for all state and federally funded transportation projects as it pertains to local governments. Hall County agrees to and acknowledges the following:

1. Hall County agrees to and acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. Please provide a list of names of all involved in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements:
2. Personnel listed of Hall County involved have read and understands the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.
3. Hall County understands that only the above listed personnel have been certified to participate in the advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.

4. Hall County is familiar with the requirements and understands 23 CFR Part 172 and the requirements of 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS) to include:
 - a. Solicitation process
 - b. Evaluation Factors
 - c. Non-Qualification Evaluation Factors
 - d. Evaluation, Ranking and Selection
 - e. Negotiation

5. Hall County acknowledges and agrees to adhere to the below additional procurement requirements:
 - a. Common Grant Rule 49 CFR Part 18
 - b. Georgia DOT's Disadvantaged Business Enterprise (DBE) program
 - c. Suspension and Debarment
 - d. Compliance with Title VI
 - e. Compliance with E-Verify (this is not necessary if state funds are not utilized)
 - f. City/County has provided any exceptions to GDOT's Engineering and Design Procurement Policy in a separate document to be approved by the GDOT Office of Procurement.

Signature(s) below agree to the above acknowledgements agreeing to follow GDOT's Procurement Policies and Procedures for engineering and design related services when using FAHP funds, as it applies to local governments certified through GDOT's LAP program.

(Affix signatures and seal)

HALL COUNTY, GEORGIA

By: 

David Gibbs, Chairman

Hall County Board of Commissioners

Date: February 12, 2026

Attestation: 

Board of Commissioners, Clerk



Section G - Certification Acceptance Agreement

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under GDOT's Qualification Certification Agreement.

1. Adherence to the *Local Administered Project Manual* and all policies and procedures promulgated by the Georgia Department of Transportation (GDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. All projects will be constructed in conformance with the GDOT current *Standard Specifications for Road, Bridge, and* such specifications that modify these Specifications as appropriate.
3. Construction administration and material sampling and testing will be accomplished in accordance with the GDOT *Construction Manual* and the *Local Administered Project Manual*.
4. All projects under Certification Acceptance shall be available for review by the FHWA and/or GDOT at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a five-year period following acceptance of the project by GDOT.
5. Approval of the local agency certification by the GDOT may be rescinded at any time upon local agency request or if, in the opinion of the LAP Certification Committee, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification. The Local Government accepts liability to reimburse the GDOT and FHWA for all accrued payments received for applicable projects not complying with this agreement.

Recommendation(s) of action to be taken by Agency from GDOT Reviewer:

Full administration by agency of all projects

Deny approval for Certification Acceptance

Interview Conducted By: _____
District Planning Programming Liaison Date

Section H - Certification Appeal Process

If certification has been denied, the Local Public Agency will then receive a letter explaining the reasons for denial. The LPA can then appeal any deficiencies found within 30 days. GDOT will then approve or deny the appeal based on additional information provided by the LPA.

Removal from the certification program may also occur at any time for unsatisfactory performance, which includes, but is not limited to:

- Failure to comply with applicable laws, regulations and policies
- Failure to meet the commitments of the LAP Program
- Failure to meet required timeframes for project delivery



GDOT LAP Certification Application

This signature ensures that the agency agrees to comply with the previous requirements when developing all Federal Highway Administration projects under GDOT’s Qualification Certification Agreement. **FAILURE TO COMPLY** may require repayment for all or a portion of Federal funds. This applies to all successors from here.

LOCAL GOVERNMENT, Georgia

Approved By: _____

Title: _____

Signed, sealed and delivered

This ____ day of _____,

20_, in the presence of:

Witness

Notary Public

GEORGIA DEPARTMENT OF TRANSPORTATION

Approved By: _____

Program Control Administrator

Date