

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF SAVANNAH
FOR
PRELIMINARY ENGINEERING**

This Memorandum of Agreement is made and entered into this _____ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or “GDOT”), and City of Savannah, Georgia, acting by and through its Mayor and City Council (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, **PI No. 0011744, I-16 @ Montgomery Street & MLK Jr Blvd – Ramp & Overpass** (hereinafter called “PROJECT”) has been added to the Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with obtaining a Concept Report during the Scoping Phase of the Preliminary Engineering phase (hereinafter called “PE” or the “Project”); and

WHEREAS, the Department has agreed to manage the PROJECT and will perform the functions required for the successful completion of PE; and

WHEREAS, the estimated amount for the Preliminary Engineering “PE” is **Nine Hundred Thousand and 00/100 (\$900,000.00)**; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of **One Hundred Eighty Thousand and 00/100 (\$180,000.00)** to the DEPARTMENT within thirty (30) days of the effective date of this fully executed Agreement; and

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

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

1. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

- a. Subject to the provisions of this section, the CITY OF SAVANNAH will be responsible for providing payment of **One Hundred Eighty Thousand and 00/100 (\$180,000.00)** to the DEPARTMENT within thirty (30) days after the effective date of this Agreement.
- b. **All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:**

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

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

- c. If there is an unused balance after completion of all tasks and phases of the PROJECT, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
2. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
 3. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program. Furthermore, all parties shall adhere to the detailed PROJECT schedule as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.
 4. COMPLIANCE WITH APPLICABLE LAWS
 - a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

- b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with Official Code of Georgia Annotated Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.
- h. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.
- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

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

Appendix A - Certification of Local Government Drug Free Workplace

Appendix B - Certification of Compliances

Appendix C – Certification of The Georgia Department of Transportation

Appendix D – Certification of The Local Government

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

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

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

GEORGIA DEPARTMENT OF
TRANSPORTATION

(Local Government), Georgia

BY: _____
Commissioner

BY: _____ (Seal)
Name and Title

Attest:

Signed, sealed and delivered
This _____,
in the presence of:

Treasurer

Witness

Notary Public

This Agreement, approved by
Local Government, the _____

Attest

Name and Title

FEIN: _____

APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE

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

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and

3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

APPENDIX B
CERTIFICATION OF COMPLIANCES

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

I. STATE AUDIT REQUIREMENT

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

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

II. SERVICE DELIVERY STRATEGY REQUIREMENT

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

Date

Signature