



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

September 16, 2024

Wesley Corbitt
Chairman
Effingham County Board of Commissioners
804 S Laurel Street
Springfield, GA 31329

RE: Request for Comments on GDOT Local Bridge Replacement Candidates
Stillwell Road over Ebenezer Creek – TIER I (0018234)

Dear Mr. Corbitt:

The GDOT Bridge Office has identified this bridge project located in Effingham County as a candidate for replacement in its Local Bridge Replacement Program (LOCBR). This was identified as a deficient, weight-restricted bridge, and did not meet the eligibility requirements for the Low Impact Bridge Program and were programmed for replacement in the LOCBR.

In the LOCBR program, the Department will fund preliminary engineering, utility coordination and reimbursement (if applicable), construction, and a portion of the right-of-way phase. Based on the anticipated complexity of the replacement, candidate bridges in the LOCBR Program are designated as Tier I, II, or III projects. Each local government that selects to participate will need to provide financial support and agree to pay a portion of the cost of right-of-way based on the selected Tier for the projects. This project was designated as a Tier I project and would require a financial commitment of \$50,000 per Project. The Department will acquire the necessary right-of-way and let the project to construction. Right-of-way impacts will be minimized by way of practical bridge design.

The purpose of this letter is to solicit Effingham County's input concerning the replacement of the bridge referenced in the table below. The County's response is requested by December 16, 2024, confirming support and financial participation for the replacement of this bridge. The County's timely response is appreciated as preliminary engineering is underway and coordination to confirm financial support and funding years is requested. A Memorandum of Agreement (MOA) will be routed after the Bridge Office receives confirmation and support. A sample MOA is attached for review and details the financial agreement and responsibilities for both parties. When the MOAs are approved and fully executed by both parties, the Department will issue invoices to request payment. Once the funds are received, they will be applied to the ROW phase and any unused balance will be refunded to the County after the projects are completed.

Bridge Structure ID	Project Number	Tier	PE	ROW	UTL/CST
103-0033-0	0018234	I	FY 2023	FY 2026	FY 2027

Please submit responses, questions, comments, or budgeting concerns associated with this project via email to LocalBridges@dot.ga.gov or nwalker@dot.ga.gov, or call Neoma Walker, Bridge Program Manager at 404-985-1545. Thank you for your attention and cooperation in this matter.

Sincerely,

Donn Digamon
2024.10.02
10:01:07-04'00'



Donn P. Digamon, P.E.
State Bridge Engineer

DPD:CEF

Attachments

cc: Local Grants Administrator
District Engineer

**SAMPLE
DOCUMENT ONLY**

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
[INSERT LOCAL GOVERNMENT NAME]
FOR
RIGHT OF WAY**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of _____ (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 **[INSERT LOCAL GOVERNMENT NAME]**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. **[INSERT PROJECT NUMBER & PROJECT DESCRIPTION HERE]** (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; 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, ¶1(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. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
 - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of **[one hundred thousand dollars (\$100,000.00)]** to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
 - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. 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.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

3. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §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 the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, 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. § 36-70-1 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 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 comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it 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 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.

4. MISCELLANEOUS

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

GEORGIA DEPARTMENT OF TRANSPORTATION Attn: [REDACTED] Title: [REDACTED] Address: 600 West Peachtree NW, Atlanta, GA 30308 Phone: [REDACTED] Email: [REDACTED]	[LOCAL GOVERNMENT] Attn: [REDACTED] Title: [REDACTED] Address: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
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- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. 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.
- f. If any provision of this Agreement 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.
- g. 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.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

- i. 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.

[SIGNATURES TO FOLLOW]

SAMPLE

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

GEORGIA DEPARTMENT OF
TRANSPORTATION

[LOCAL GOVERNMENT]

By: _____

Name: Russell McMurry

Title: Commissioner

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

This Agreement approved by Local Government,
the _____ day of _____, 20__.

FEIN: _____

SAMPLE

**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
Name: _____
Title: _____

**APPENDIX B
CERTIFICATION OF COMPLIANCES
WITH STATE AUDIT REQUIREMENT**

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

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

Date

Signature
Name: _____
Title: _____

Appendix C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Solicitation/Contract No./ Call No. or Project Description:	

CONTRACTOR AFFIDAVIT

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

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

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent
of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, _____

Notary Public

[NOTARY SEAL]

My commission expires: _____



Interoffice Memo

DATE: January 17, 2019
FROM: Bill DuVall, State Bridge Engineer
TO: File
RE: Local Bridge Replacement Program (LOCBR) – Guidance for Estimating Right-of-Way Contributions by Local Governments

The Local Bridge Replacement Program (LOCBR) relies on a commitment of the local government contributing to the project in the right-of-way phase. The Department funds preliminary engineering, utility coordination, construction, and a portion of the right-of-way phase in this Program. After the local government’s initial letter of support is received, a Memorandum of Agreement (MOA) is drafted to include the local government’s portion of the right-of-way phase. Guidance for estimating the amounts will be based on a project’s anticipated complexity as defined in the following table:

Level of complexity	Local Government Contributing Amount to ROW Phase ¹	Notes
Tier 1	\$50,000	Utilizes offsite detour with candidate bridge restored in-place.
Tier 2	\$75,000	Likely on-site detour or potentially stage construction with greater footprint than Tier 1.
Tier 3	TBD (\$100,000 or as determined by ROW recommendation)	Defined as more complex bridge replacement, (potentially off-set alignment) with larger impacts than Tier 2.

¹Right-of-way impacts will be minimized by way of practical bridge design and any additional right-of-way costs or needs determined after the execution of the MOA will be the Department’s responsibility. Any unused portion of the requested amount will be refunded to the local government.

Local Bridge Replacement Program (LOCBR) Letter

January 17, 2019

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Tiers are determined by committee of the State Bridge Engineer, Bridge Program Specialist and Bridge Program Manager with recommendation from the Bridge Program Management Team. Based on the tier assigned to the candidate bridge, the local government will be required to submit the requested amount as provided in the MOA. Both the letter of support and contributed amount must be received prior to the initiation of the project development. The Department will acquire the necessary right-of-way and let the project to construction.

Guidance for estimating the right-of-way costs will be re-evaluated periodically for subsequent batches of LOCBR projects. The values in the table may be modified based on observed trends with current and previous LOCBR projects.

If you have any questions or comments concerning this project, please contact Carol Kalafut of the Office of Bridge Design at ckalafut@dot.ga.gov or (404) 631-1882.

cc: Kim Nesbitt, Office of Program Delivery
Attn.: Chandria Brown and Sean Phar


WMD:CIK

Concur:



Director of Engineering

Approved:



Chief Engineer

2/4/19