

Georgia Department of Transportation

And

Grant Recipient, Grantee,

Memorandum of Agreement

THIS AGREEMENT is entered into the ____ day of _____, Year, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, (hereinafter referred to as the "Department"), and Grant Recipient (hereinafter referred to as the "Grantee"). All obligations of The Grantee under this Agreement will be performed by the Grantee or the subcontractor of the Grantee.

WITNESSETH:

WHEREAS, The Grantee desires to obtain grant funding to Describe Landscape Proposal Here, (hereinafter sometimes referred to as the "Project"); and

WHEREAS, the DEPARTMENT desires to Describe Roadside Improvement Goal Here. NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. : The Grantee agrees to provide, install and maintain the landscape Project as approved in the Department's Special Encroachment Permit. A Scope of Project including a copy of the Department's Special Encroachment Permit and Mowing and Maintenance Agreement, is attached as Appendix A and incorporated herein by reference.

The GRANTEE agrees to accept and abide by the following guidelines as it relates to the Project:

- USDOT/FHWA, A Manual on Uniform Traffic Control Devices – current edition;
- GDOT Standard Specifications for Construction of Transportation Systems;
- GDOT Special Provision Sections 202, 700 and 702;
- ANSI Z 60.1 American Standard for Nursery Stock – current edition;
- GDOT Scenic Byway Program and Corridor Management Plan Guidelines and Requirements
- The American with Disabilities Act

Landscape Guidelines for the Project shall follow the policy established for *Landscaping on the DOT Right of Way* (TOPPS 6755-9) and/or as established by the Landscape Architecture unit of Georgia Department of Transportation Maintenance.

The undersigned, hereby certifies that all requirements of the grant program are understood, and that all information provided in this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.

2. Term of Agreement: A Proposed Budget is attached as Appendix B and incorporated herein by reference. This project must be completed by the Grantee within thirty (30) months from the date of the signed Agreement. Failure to meet this deadline will subject these funds to reallocation.

3. Compensation: The Department agrees to pay The Grantee a maximum amount of Amount of Grant the sum of \$Amount (Text Amountdollars) as a one-time grant in order to facilitate this work. Payment will be made to assist The Grantee in costs incurred for landscaping on the Project on a reimbursement basis. In addition, The Grantee agrees that no part of these funds will be used to pay indirect costs. The intent of this grant is to pay for plant material and associated installation costs. If The Grantee completes the work for less than the maximum amount established in Appendix B, the Department is only obligated to reimburse the actual amount expended for the project, but in no instance shall the Department be obligated to pay in excess of the maximum amount.

4. Usage: The Grantee agrees the Department may photograph the project, display or use any information submitted by The Grantee without the payment of any other fees except for what is set forth in paragraph 3 herein.

5. Notices: Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department	Georgia Department of Transportation 600 West Peachtree Street Atlanta, GA 30308
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Att: Contact for GDOT

If to	Grantee Address
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Contact Person for the Grantee	Contact Person
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6. Indemnification: The Grantee shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the undersigned in the performance of work under this Grant Application.

The Grantee hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the undersigned's negligent acts, errors or omissions in the performance of this Agreement.

These indemnities shall not be limited by reason of the listing of any insurance coverage.

7. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

8. Amendment: The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law: This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF TRANSPORTATION	ON BEHALF OF Grantee Organization:
By: _____ COMMISSIONER	By: _____ Title
ATTEST	ATTEST: _____ Title
_____ Treasurer	FEI #: _____

APPENDIX A
SCOPE OF PROJECT

(Attach Special Encroachment Permit and Mowing and Maintenance Agreement)

APPENDIX B

BUDGET