

Georgia DOT Project: I-285 Express Lane East, Phase 1 & 2  
GDOT P.I. 0017135 & 0019965

## PUBLIC PRIVATE PARTNERSHIP (P3) MEMORANDUM OF UNDERSTANDING

between the  
Georgia Department of Transportation (hereinafter the DEPARTMENT)  
and  
Fulton County (hereinafter the OWNER)

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Whereas the DEPARTMENT proposes to procure and/or develop two P3 projects, hereinafter referred to as the PROJECTs, to add two (2) new, barrier-separated express lanes in both directions of I-285 between the Chattahoochee River and Burnt Fork Creek and in both directions of SR 400 from Northland Dr to the North Springs MARTA Station in Fulton and DeKalb County, Georgia as authorized by O.C.G.A. §§ 32-2-80, 32-2-82; and

Whereas the DEPARTMENT will accomplish the PROJECT through (i) a developer, hereinafter referred to as the DEVELOPER, which will enter into a contract, hereinafter referred to as the CONTRACT; and (ii) the OWNER;

Whereas, pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT is authorized to pay or participate in the payment of the costs of removal, relocation, protection, or adjustment of the OWNER'S facilities, hereinafter referred to as the UTILITY ADJUSTMENT WORK, where the DEPARTMENT has made the determination that (i) the type of facility is one of those delineated in Section 1. below; (ii) such payments are in the best interest of the public and necessary in order to expedite the staging of the PROJECT; and (iii) the costs of the UTILITY ADJUSTMENT WORK are included as part of the PROJECT; and

Whereas the OWNER may elect for the UTILITY ADJUSTMENT WORK to be carried out (i) by the OWNER; or (ii) by the DEVELOPER under the CONTRACT either utilizing the OWNER'S pre-approved design consultants and contractors (provided such design consultants or contractors agree to be bound by the obligations with respect to performance of UTILITY ADJUSTMENT WORK under this MEMORANDUM OF UNDERSTANDING and the CONTRACT) or utilizing the DEVELOPER'S own design consultants and contractors.

### 1. Type of Utility

The OWNER has the following utility facilities in respect of which UTILITY ADJUSTMENT WORK may need to be carried out as a result of the proposed PROJECT:

Type of facility or facilities of the OWNER: *[Check to signify]*

- ☐ Domestic water mains and distribution lines and associated appurtenances
- ☒ Sanitary Sewer facilities and/or Storm Drainage System
- ☐ Electrical Distribution (overhead and underground) wires, poles, etc.
- ☐ Electrical Transmission (overhead and underground) wires, poles, etc.
- ☐ Natural Gas Distribution Facilities (underground)
- ☐ Natural Gas Transmission Facilities (underground)
- ☐ Petroleum Pipeline (underground)
- ☐ Telecommunications facilities and equipment
- ☐ Cable TV facilities

- ☐ Street Lighting
- ☐ Internet Data Service
- ☐ Other Facilities contemplated under O.C.G.A. § 32-6-170(b) (Description) [Click or tap here to enter text.](#)

## 2. New Utility Facilities Proposed (Betterment)

The OWNER desires the following to be installed as new additional facilities within the PROJECT right of way, hereinafter referred to as a BETTERMENT:

*[Insert here or attach a detailed description of proposed new additional utility installations]*

[Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

The OWNER acknowledges and agrees that (i) any BETTERMENT will be subject to terms to be mutually agreed between the DEVELOPER and the OWNER and documented pursuant to a separate betterment agreement between the DEVELOPER and the OWNER, a copy of which betterment agreement must be provided to the DEPARTMENT; (ii) any such BETTERMENT will be subject to the same standards and requirements as if it were necessary UTILITY ADJUSTMENT WORK; and (iii) the OWNER will be responsible for all costs relating to any BETTERMENT and the DEPARTMENT will have no obligation to pay for or facilitate any such BETTERMENT.

## 3. Assignment of Responsibilities for Design and Construction

The OWNER hereby acknowledges and agrees that (i) prior to the award of the CONTRACT, the DEPARTMENT will not have in its possession final plans to be utilized to determine exact locations of the UTILITY ADJUSTMENT WORK; (ii) Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities; and (iii) the OWNER has used the SUE plans for developing its determination of commitments as indicated below.

Pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT may elect to enter into an SUA with the OWNER for specific utility relocations outside of the CONTRACT with the DEVELOPER. The terms and conditions, including payment, of those relocations shall be included in the SUA's and made available to the DEVELOPER.

For resolution of utility conflicts identified by the DEVELOPER where the DEPARTMENT has not elected to enter an SUA with the OWNER under O.C.G.A. § 32-6-170(b), the OWNER hereby makes the following commitments with respect to the PROJECT and the UTILITY ADJUSTMENT WORK:

- 3A. The OWNER, at the DEPARTMENT'S cost pursuant to a Standard Utility Agreement, will provide the following services in respect of the UTILITY ADJUSTMENT WORK for the properties for which it has established prior rights: *[Check to signify]*

Design ☐

Construction ☐

The OWNER must provide documented proof of the prior right and that documentation must be verified and approved by the DEPARTMENT prior to execution of this MEMORANDUM OF UNDERSTANDING.

- 3B. The OWNER elects for the following services in respect of the UTILITY ADJUSTMENT WORK to be included in the CONTRACT pursuant to O.C.G.A. § 32-6-170(b). The UTILITY ADJUSTMENT WORK will be included in the scope of the CONTRACT and the costs of the UTILITY ADJUSTMENT WORK will be included in the overall PROJECT costs under the CONTRACT:

**Option 1:** Work to be performed by the OWNER's pre-approved design consultants and/or contractors identified in attached "Exhibit A": *[Check to signify]*

Design ☒

Construction ☒

**Option 2:** Work to be performed by the DEVELOPER at the DEVELOPER's cost: *[Check to signify]*

Design ☐

Construction ☐

*[If both are checked under Option 2, please leave Exhibit A blank]*

ALL UTILITY ADJUSTMENT WORK completed as per this section in accordance with the plans, when approved, shall be, and shall be deemed to be, included as among the "Work" under the CONTRACT and accomplished by the DEVELOPER except as follows: *[Check none or list any work items to be performed by the OWNER and identify whether such work items will be at the DEPARTMENT's cost pursuant to a Standard Utility Agreement under option 3A above or at the OWNER's cost under option 3C below.]*

None ☐

Excluded Items Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Comments Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

3C. OWNER, at OWNER'S cost, will provide the following services: *[Check to signify]*

Design ☐

Construction ☐

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans, will be accomplished by the DEPARTMENT prior to award of the CONTRACT and thereafter supplemented by the DEVELOPER.
2. For utility relocations not developed by the OWNER, the DEVELOPER will- developed certain "Utility Adjustment Plans" and associated "highway construction plans", reflecting, among other things, the location of presently existing OWNER facilities and the proposed new location of such facilities plans will be developed by the DEVELOPER (the "Plans"). The DEVELOPER will and thereafter provided the Plans to the OWNER after the CONTRACT is awarded. The DEVELOPER shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and the DEPARTMENT when required under the CONTRACT.

3. The OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the CONTRACT. Such final design or proprietary design shall be coordinated with the DEVELOPER to ensure it resolves the utility conflicts with the PROJECT.
4. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of “no conflict” to the DEVELOPER and submit a No Conflict GPAS Permit.
5. For UTILITY ADJUSTMENT WORK included within the CONTRACT, all construction, engineering, and contract supervision shall be the responsibility of the DEPARTMENT and the DEVELOPER to ensure that all UTILITY ADJUSTMENT WORK included in the CONTRACT is accomplished in accordance with the PROJECT’s plans and specifications. The DEVELOPER will consult with the OWNER before authorizing any changes or deviations which affect the OWNER’s facility.
6. For UTILITY ADJUSTMENT WORK under Option 3B, Option 1, above that is included in the CONTRACT, the OWNER shall require that the DEVELOPER ensure that the design, construction, and installation of the OWNER’S facilities is performed by the OWNER’S pre-approved design consultant and/or contractor (if option 3B, Option 1 has been selected) and/or by the DEVELOPER (if option 3B, Option 2 has been selected). As between the DEPARTMENT and the OWNER, only the DEPARTMENT has the authority to stop UTILITY ADJUSTMENT WORK once commenced with the exception where the UTILITY ADJUSTMENT WORK poses a safety hazard or operational issue. For the avoidance of doubt, the DEPARTMENT/DEVELOPER shall only be obligated to accept an OWNER pre-approved consultant or contractor if such party agrees to be bound by the obligations with respect to performance of UTILITY ADJUSTMENT WORK under this MEMORANDUM OF UNDERSTANDING and the CONTRACT (including, for the avoidance of doubt, the requirements relating to Buy America/Buy America/Building America set forth in Section 10 below).
7. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the OWNER shall have the rights, and any of OWNER’s consultants shall be permitted to visit and inspect the UTILITY ADJUSTMENT WORK at any time and to advise the DEVELOPER and the DEPARTMENT of any observed discrepancies or potential issues. The DEPARTMENT agrees to obligate the DEVELOPER to notify the OWNER when all UTILITY ADJUSTMENT WORK is completed and ready for final inspection by the OWNER.
8. Upon completion of the UTILITY ADJUSTMENT WORK included in the CONTRACT and upon acceptance by the DEPARTMENT and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER shall accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT’s “Utility Accommodations Policy and Standards Manual (UAM), current edition” and applicable “Standard Utility Agreements” between the DEPARTMENT and the OWNER, then in effect without further cost to the DEPARTMENT or the DEVELOPER. Acceptance of the UTILITY ADJUSTMENT WORK shall be accomplished by the execution of the Utility Facility Relocation Acceptance Form. The DEVELOPER shall provide the OWNER with a complete set of “As-Built Plans” for review and approval reflecting the UTILITY ADJUSTMENT WORK performed by the DEVELOPER. Upon completion of the Utility Facility Relocation Acceptance Form and the exchange of the final OWNER approved “As-Built Plans”, the OWNER will operate and maintain the installed facilities going forward based on the date of execution of the Utility Facility Relocation Acceptance Form by the DEPARTMENT.
9. For all coordination, work, services, reimbursement, and other matters in respect of UTILITY ADJUSTMENT WORK under this PUBLIC PRIVATE PARTNERSHIP (P3) MEMORANDUM OF UNDERSTANDING, the OWNER shall comply with all requirements under the DEPARTMENT’S UAM and shall cooperate with the DEVELOPER in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT’S UAM and any applicable “Standard Utility Agreements” then in effect between the DEPARTMENT and the OWNER. The OWNER agrees to cooperate in good faith with the DEVELOPER and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
10. Buy America/Build America Requirements.

- a. The OWNER acknowledges that the PROJECT is federally funded, and as such, any UTILITY ADJUSTMENT WORK performed by or on behalf of the OWNER is subject to the requirements of the Buy America Act (23 U.S.C. § 313), as supplemented and amended by the Build America, Buy America Act (Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and all applicable Federal Highway Administration (FHWA) regulations, including but not limited to 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c), and 2 C.F.R. part 184 (collectively, “Buy America Requirements”).
  - b. The OWNER shall remain fully responsible for compliance with the Buy America Requirements for any UTILITY ADJUSTMENT WORK performed by the OWNER, its pre-approved design consultants, contractors, subcontractors, or suppliers. The OWNER may utilize pre-approved consultants or contractors, but OWNER retains primary legal responsibility for ensuring all UTILITY ADJUSTMENT WORK and all permanently incorporated materials meet Buy America Requirements, regardless of who performs the work.
  - c. For all UTILITY ADJUSTMENT WORK subject to Buy America Requirements, the OWNER shall submit (i) a Certificate of Compliance (“Exhibit B-1”) for all iron, steel, manufactured products, and construction materials, as classified in accordance with 2 C.F.R. § 184.6 and current FHWA guidance; or (ii) a Request for Waiver/Documentation of Inapplicability, inclusive of supporting documentation, as reasonably required by the DEPARTMENT. Such certification or request shall be provided: (i) with this MOU or no later than prior to the procurement and installation of applicable materials, or with each invoice submitted for payment for UTILITY ADJUSTMENT WORK only as approved by the DEPARTMENT in its sole discretion, and (ii) uploaded to AASHTO DataMine or another DEPARTMENT-designated repository, with updates submitted within 10 business days of any material change.
  - d. If OWNER believes certain materials or work are exempt from Buy America Requirements (e.g., below funding thresholds, excluded materials per 2 C.F.R. § 184.6, or otherwise), then OWNER shall submit a Request for Waiver/Documentation of Inapplicability, inclusive of supporting documentation, describing the basis for such claim. Only the DEPARTMENT may determine whether a waiver will be sought and only the DEPARTMENT may submit any formal waiver request to FHWA. If the DEPARTMENT elects not to pursue or is denied a waiver, the Department will provide OWNER written notice of such determination. The OWNER is obligated to comply with all Buy America Requirements and provide a Certificate of Compliance within fifteen (15) days of receipt of such notice.
  - e. Should OWNER fail to submit the required certification or supporting documentation, then the DEPARTMENT may, upon written notice, suspend payment or require the removal and replacement of non-compliant materials. OWNER will be given 10 business days from receipt of notice to cure such deficiency, unless immediate action is required for safety or federal compliance. Any false certification, withholding of information, or submission of misleading information may constitute a criminal offense under 18 U.S.C. § 1001 and may result in prosecution, loss of payment, and removal of applicable subcontractors from the PROJECT.
  - f. OWNER must maintain all related records and supporting documentation for a minimum of three (3) years following DEPARTMENT’s final acceptance of the UTILITY ADJUSTMENT WORK.
  - g. If none of the UTILITY ADJUSTMENT WORK is performed by the OWNER, then the OWNER shall have no responsibility for complying with, or for ensuring any contractor’s or subcontractor’s compliance with, the Buy America Requirements.
11. The DEVELOPER shall be obligated under the CONTRACT to perform those obligations (a) expressly stated to be performed by the DEVELOPER hereunder and (b) that are delegated to the DEVELOPER under the terms of the CONTRACT as relates to “Utility Adjustment Work” (as defined thereunder) in respect of the OWNER’s facilities. Nothing in this PUBLIC PRIVATE PARTNERSHIP (P3) MEMORANDUM OF UNDERSTANDING shall be construed to abrogate the DEVELOPER’s obligations under the CONTRACT.

[signature page follows]

APPROVED FOR THE OWNER BY:

\_\_\_\_\_  
(Signature)

Click or tap here to enter text.

(Printed Name and Title)

Click or tap to enter a date.  
(Date)

APPROVED FOR THE DEPARTMENT BY:

\_\_\_\_\_  
(Signature)

STATE UTILITIES ADMINISTRATOR

Click or tap to enter a date.  
(Date)



## Exhibit A

### OWNER Pre-Approved Contractor List

Company Name: John D. Stephens, Inc.  
Address: 272 Hurricane Shoals Road NE, Lawrenceville, GA 30046  
Phone: 770-972-8000  
Contact Person: Jennifer Butler  
E-Mail: [info@johndstephens.com](mailto:info@johndstephens.com)

Company Name: Site Engineering Inc  
Address: 7025 Best Friend Road, Atlanta, GA 30340  
Phone: 770-263-7234  
Contact Person: Paxton Billingsley  
E-Mail: [paxtone@siteengineering.com](mailto:paxtone@siteengineering.com)

Company Name: Ruby-Collins Inc  
Address: 4875 Martin Court SE, Smyrna, GA 30082  
Phone: 770-432-2900  
Contact Person: Nikki Carr  
E-Mail: [nearra@ruby-collins.com](mailto:nearra@ruby-collins.com)

**Please provide a minimum of three.**

### OWNER Pre-Approved Design Consultant List

Company Name: Stantec Inc  
Address: 3157 Royal Drive Suite 250, Alpharetta, GA 30022  
Phone: 678-327-2929  
Contact Person: Jennifer Kolbe  
E-Mail: [Jennifer.kolbe@stantec.com](mailto:Jennifer.kolbe@stantec.com)

Company Name: Prime Engineering Inc  
Address: 3715 Northside Parkway NW, Building 300, Suite 200, Atlanta, GA 30327  
Phone: 404-425-7100  
Contact Person: Rob MacPherson  
E-Mail: [info@prime-eng.com](mailto:info@prime-eng.com)

Company Name: Gresham Smith  
Address: 1125 Sanctuary Parkway Suite 350  
Phone: 770-754-0755  
Contact Person: Jerry Wylie  
E-Mail: [jerry.wylie@greshamsmith.com](mailto:jerry.wylie@greshamsmith.com)

**Please provide a minimum of three.**



## Exhibit B-1

### COMPLIANCE WITH BUY AMERICA AND BUILD AMERICA, BUY AMERICA REQUIREMENTS

[●] (as “Owner”) shall comply with the requirements of 23 U.S.C. § 313 as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and the federal regulations under 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c) and 2 C.F.R. § 184, as each may be further amended from time to time.

23 C.F.R. § 635.410 permits federal financial assistance in a contract to design and build a project only if (a) all iron and steel used in the project be produced in the United States (i.e., all manufacturing processes, from the initial melting stage through the application of coatings, to occur in the United States); (b) all manufactured products<sup>1</sup> used in the project are produced in the United States (i.e., the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product<sup>2</sup>, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation); and (c) all construction materials<sup>3</sup> are manufactured in the United States (i.e., all manufacturing processes for the construction material occurred in the United States and satisfy the material-specific requirements set forth in 2 C.F.R. § 184.6); provided, however, that the following exceptions shall apply:<sup>4</sup>

- (i) iron and steel where all manufacturing processes did not occur in the United States may be used so long as the cumulative cost of such steel and iron materials as they are delivered to the project does not exceed 0.1% of the total contract amount, or \$2,500, whichever is greater;
- (ii) construction materials and manufactured products<sup>5</sup> not meeting the requirements set forth in subsections (b) and (c) above may be used so long as no more than the lesser of (A) \$1,000,000, or (B) 5% of total applicable costs for the project (defined as the total cost of iron and steel, manufactured products, and construction materials used in the project, whether or not within the scope of an existing waiver); and
- (iii) no domestic preference requirements under the statutes and regulations covered by this certification shall be applicable where the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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<sup>1</sup> "Manufactured products" is as defined in 2 C.F.R. § 184.3.

<sup>2</sup> To be calculated in accordance with 2 C.F.R. § 184.5.

<sup>3</sup> "Construction materials" is defined in 2 C.F.R. § 184.3 (as affected by section 70917(c)(1) of the Infrastructure Investment and Jobs Act).

<sup>4</sup> A waiver is currently in place for steel, iron, manufactured products, and construction materials in electric vehicle chargers manufactured prior to July 1, 2024 (see: FHWA “Waiver of Buy America Requirements for Electric Vehicle Chargers”: <https://www.federalregister.gov/documents/2023/02/21/2023-03498/waiver-of-buy-america-requirements-for-electric-vehicle-chargers>). Consult the waiver itself for more detail.

<sup>5</sup> A nationwide Buy America waiver that supersedes Build America, Buy America requirements is scheduled to sunset as follows: (a) the requirement for manufactured products, which are not predominantly steel or iron products or a combination of both, must be produced in the United States will be effective for federally participating FHWA projects, with funds committed on or after October 1, 2025; and (b) the requirement for 55% of manufactured products’ components, by cost, being mined, produced, or manufactured in the United States will be effective for projects with FHWA funds so committed on or after October 1, 2026. “Predominantly steel or iron products or a combination of both” is defined essentially as a product where the cost of iron and steel content exceeds 50% of the total cost of all the components of the product. See: <https://www.ecfr.gov/current/title-23/chapter-I/subchapter-G/part-635/subpart-D/section-635.410>.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the Public Private Partnership (P3) Memorandum of Understanding (MOU), by and between the Georgia Department of Transportation (GDOT) and Owner, dated as of [●], or Standard Utility Agreement (SUA), by and between Owner and GDOT, dated as of [●], be investigated, Owner bears the burden of proof to establish that it is in compliance.

At Owner's request, GDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist pursuant to 23 C.F.R. § 635.410(c), as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021) and 2 C.F.R. § 184.7. However, the Developer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by GDOT. A request for a waiver shall be treated as a request to amend the SUA.

### **CERTIFICATE OF COMPLIANCE**

With respect to the following project:

P.I. No.0017135/0019965 – I-285 Express Lane East, Phase 1 & 2 Dekalb and Fulton COUNTIES

OWNER hereby certifies, for the referenced project:

That all iron, steel, manufactured products, and construction materials permanently incorporated into the PROJECT as part of the Utility Adjustment Work performed by OWNER or on OWNER's behalf fully comply with the requirements of 23 U.S.C. § 313, the Build America, Buy America Act, 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c), and 2 C.F.R. part 184, including the specific material classification requirements in 2 C.F.R. § 184.6.

Supporting documentation (including self-certification forms for all covered materials, mill test reports, supplier certifications, DataMine report references, and all related source material) is attached and will be retained for no less than three (3) years from date of final acceptance by GDOT and available for GDOT/FHWA audit.

Project P.I. No: []

Project Name: []

County(ies): [\_\_\_\_\_]

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**REQUEST FOR WAIVER/DOCUMENTATION OF INAPPLICABILITY**

With respect to the following project:

P.I. No.0017135/0019965 – I-285 Express Lane East, Phase 1 & 2 Dekalb and Fulton COUNTIES

OWNER hereby certifies, for the referenced project, that certain materials or work do not fall within the scope of the Buy America Requirements for the following reason(s) (attach supporting evidence and, where a waiver is requested, all documentation required by FHWA/GDOT. Select all that apply and describe):

- ☐ Material is listed as excluded under 2 C.F.R. § 184.6 (documentation attached).
- ☐ Total project federal funding is below \$500,000 threshold.
- ☐ Other regulatory exclusion – describe: \_\_\_\_\_.
- ☐ Formal waiver requested (attach supporting documentation; pending GDOT/FHWA approval).
- ☐ Other (explain): \_\_\_\_\_.

If GDOT elects not to pursue or does not receive a waiver, OWNER acknowledges the obligation to comply with all Buy America Requirements and provide a Certificate of Compliance within fifteen (15) days of notice.

Project P.I. No: ☐

Project Name: ☐

County(ies): ☐

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**BUY AMERICA CERTIFICATE OF COMPLIANCE  
SUPPORTING DOCUMENTS ATTACHMENTS**

| Attachment                                                                                                                          | Included                 | Description of Attachments |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|
| FHWA/AASHTO self-certification form(s) for all covered materials per commodity and supplier                                         | <input type="checkbox"/> |                            |
| Mill test reports, bills of lading, DataMine upload references                                                                      | <input type="checkbox"/> |                            |
| Supplier/manufacture attestation for domestic manufacturing process for iron/steel/construction materials, or manufactured products | <input type="checkbox"/> |                            |
| Waiver or exclusion documentation (if applicable)                                                                                   | <input type="checkbox"/> |                            |
| Any other documentation required by GDOT or FHWA for audit compliance                                                               | <input type="checkbox"/> |                            |

**Exhibit B-2**

**FHWA/AASHTO SELF-CERTIFICATION FORM(S) FOR  
ALL COVERED MATERIALS PER COMMODITY AND SUPPLIER**

[\[Please click here to download the form\]](#)