



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** July 31, 2013

FROM: John McDonough, City Manager

AGENDA ITEM: Authorize the Mayor to Sign the Memorandum of Agreement with Georgia Department of Transportation for the Hammond Drive at SR 400 Landscaping Project

MEETING DATE: For Submission onto the August 6, 2013, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Memorandum of Agreement
Resolution

APPROVAL BY CITY MANAGER: JM APPROVED

PLACED ON AGENDA FOR: 8/6/2013

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: SM

REMARKS:



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: July 23, 2013 for submission onto the Agenda of the August 6, 2013 City Council Meeting

ITEM: Motion to Authorize the Mayor to Sign the Memorandum of Agreement with Georgia Department of Transportation for the Hammond Drive at SR 400 Landscaping Project

Recommendation:

Public Works staff recommends that the Mayor and City Council authorize the Mayor to sign the Georgia Department of Transportation (GDOT) Memorandum of Agreement for the Hammond Drive at SR 400 Landscaping Project.

Background:

Perimeter Community Improvement District (PCID) applied for a grant from GDOT for portions of the PCID's Streetscape Project at Hammond Drive and State Route 400. This project is being administered through the City of Sandy Springs as the Grantee and includes landscaping the shoulders and grassed areas along SR 400 as well as installation of hardscape elements at SR 400 at Hammond Drive interchange.

Discussion:

The Georgia Department of Transportation has agreed to reimburse the City of Sandy Springs for the installation of landscaping and hardscape elements along the mainline and ramps at SR 400. The Department will reimburse the City of Sandy Springs up to \$285,281.55 for the actual incurred expenses as a one-time grant to facilitate this work. The project must be completed within 30 months of the date of the signed Agreement in order to receive the funds.

Alternatives:

Should the Mayor and City Council not approve and authorize the Mayor to sign the Memorandum of Agreement, the City will not receive the grant funds from GDOT for the landscape and hardscape work at Hammond Drive and SR 400.

Financial Impact:

The City will be responsible for all work associated with the project. Upon completion and final acceptance, GDOT will reimburse the City for actual costs up to \$258,281.55.

Attachment:

- I. Memorandum of Agreement with Exhibits
- II. Resolution

Georgia Department of Transportation

And

City of Sandy Springs, Grantee,

Memorandum of Agreement

P. I. No.: NA

THIS AGREEMENT is entered into the ____ day of _____, 2013, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, (hereinafter referred to as the "Department"), and City of Sandy Springs (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 install landscaping and hardscape elements for beautification and branding at the GA 400 and Hammond Drive interchange, (hereinafter sometimes referred to as the "Project"); and

WHEREAS, the DEPARTMENT desires to reimburse the Grantee for the install of landscaping and hardscape elements at the GA 400 at Hammond Drive interchange .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 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 Two hundred fifty eight thousand two hundred eighty one dollars and fifty five cents the sum of \$258,281.55 (Two hundred fifty eight thousand two hundred eighty one dollars and fifty five cents) 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 and hardscape 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
Contact Person for the Department	Mike Lobdell

If to City of Sandy Springs	7840 Roswell Road, Suite 500 Sandy Springs, GA 30350
Contact Person for the Grantee	John McDonough

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 City of Sandy Springs:
By: _____ COMMISSIONER Date: _____	By: _____ Mayor of Sandy Springs
ATTEST	ATTEST: _____ City Manager
_____ Treasurer	FBI #: _____

APPENDIX A

- Scope of Project – See Attached:
“Scope of Project”
- Special Encroachment Permit – See Attached:
“Special Encroachment Permit”
- Mowing and Maintenance Agreement – See Attached:
“Right of Way Mowing and Maintenance Agreement”

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

February 14, 2013

Perimeter Community Improvement District
One Ravinia Drive, Bldg. One, Suite 1125
Atlanta, GA 30346

Re: Special Encroachment Permit # 02-2013-007-121, AMPS 757866, Fulton County, S.R 400, M.P. 7.44.

Dear Applicant:

Your permit has been approved, however; before final authorization can be made, you must return the documents specified on the attached "Instruction List" to the person shown. Upon receipt of these items, we will issue to you a "Document Receipt". You or a qualified representative on the project, should contact our Area Engineer who will authorize the issuance of your permit for construction. This approval is subject to the revisions and additions shown in red on the plans, which are with your permit. The plans should be discussed with the permit inspector at that time. Your copy of the permit along with this letter should be kept at the construction site and available for inspection at all times. The red identification sign, which will accompany the permit, must be displayed within the working area and visible from the highway.

It shall be your responsibility to notify the inspector when the work authorized by this permit is complete. A final inspection will be scheduled at that time for the release of your bond. No work should be considered accepted by the GADOT until you are notified in writing.

If you have any questions, please call (770) 986-1771.

Yours very truly,

Rachel Brown
District Engineer

A handwritten signature in black ink, appearing to read "Mike Lobdell".

by: Mike Lobdell
District Traffic Engineer

RB:ML:cw

cc: Kathy Zahul P.E., State Traffic Safety and Design Administrator
Sebastian Nesbitt, Area Engineer, Area 2
City of Sandy Springs

“Instruction List”

Location:

The work to be performed is located at the property on the E&W side of the highway beginning 80 feet \pm N of the centerline of Hammond Drive Fronting 416 feet \pm further N and at mile post 7.44.

Stipulations:

Before your permit can be released for construction you must return the following documents to Traffic Operations Office of the Georgia Department of Transportation, 5025 New Peachtree Road, NE Chamblee, GA 30341 **Please call 24 hours in advance for an appointment so Celina Williams will be present to issue you your document receipt. (770) 986-1771.**

- An original Performance Bond or Letter of Escrow in the Amount of **\$100,000.00**. (Sample and original bond form enclosed). Please remember that the Department is unable to accept performance bond documents, which have been photocopied or faxed at any time. Please submit only the original performance bond document that was provided by this office. *(If a Blanket Bond is being used to cover the work authorized by this permit a copy of the Blanket Bond needs to be provided to this office).*
- A signed and executed Mowing and Maintenance Agreement returned to this office (Form Enclosed).
- A separate bond will be required to cover the Mowing and Maintenance Agreement in the amount of \$3,500.00. (a sample and an original bond form are enclosed for your use.) This bond will be active for two (2) growing seasons. Please remember that the Department is unable to accept performance bond documents that have been photocopied or faxed at any time. Please submit only the original performance bond document that was provided by this office. *The execution of the Mowing and Maintenance Agreement document must take place before release of the initial bond. Upon release of the initial bond the Mowing and Maintenance Agreement bond will go into affect.*

Special Stipulations:

The Georgia Department of Transportation may curtail any work activities authorized under this permit, if Department representatives deem the existing or expected traffic conditions could be negatively impacted.

Construction on the right-of-way is to begin only when the site construction is begun, including buildings, parking lots, etc. and is approved only for the type business indicated on the application. Any change in site usage will require a revision to this permit.

COPY

Rev: May 21,2010

RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

t.l.c.) Perimeter Community Improvement District

Permit no. 02-2013-007-121, AMPS 757866, Fulton County, SR 400, MP 7.44, Perimeter Community Improvement District

THIS AGREEMENT made and entered into this ____ day of ~~May~~ '20_12_ by and between the DEPARTMENT of Transportation, an agency of the State of Georgia, herein after alternately referred to as "DEPARTMENT" or "LICENSEE", and the Perimeter Community Improvement District hereinafter referred to as "LICENSEE".

WHEREAS, the DEPARTMENT desires to enter into a public/private partnership to perform certain services relating to mowing and maintenance within DEPARTMENT'S right of way, hereinafter called the "PROJECT", and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that, if such permission is granted to the LICENSEE, LICENSEE shall bear all costs and liability associated with the PROJECT; and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that they are qualified and experienced to provide such services and the DEPARTMENT has relied upon such representations;

KOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I SCOPE
OF PROJECT

The DEPARTMENT shall permit the LICENSEE to perform or cause to be performed, the PROJECT consisting of certain services related to maintaining an identified section of the DEPARTMENT'S rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the PROJECT, as set forth herein.

The maintenance duties and responsibilities of the LICENSEE are defined and set forth in Article XI – MAINTENANCE WORK PLAN of this Agreement, and further enumerated and described in Exhibit 'A' – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction PROJECT. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The PROJECT location shall be defined or delineated as part of Exhibit 'A'. The required Special Encroachment Permit and/or the construction PROJECT final working drawings are to be approved or issued by the DEPARTMENT.

Should the LICENSEE desire that these maintenance services be performed by a third party, LICENSEE and the third party shall enter into subsequent agreement, whereby the LICENSEE shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - MAINTENANCE WORK PLAN. The Agreement between LICENSEE and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the DEPARTMENT, and all liability associated with the PROJECT shall be borne by LICENSEE and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation,

extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

**ARTICLE IV
ASSIGNMENT**

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

**ARTICLE V
COTRACT DISPCTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI
INSURANCE**

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.

(c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

(e) Insurance shall be maintained in full force and effect during the life of the PROJECT.

The LICENSEE shall furnish upon request to the DEPARTMENT, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the DEPARTMENT. Failure by the LICENSEE to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The LICENSEE shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the DEPARTMENT.

ARTICLE VII COMPENSATION

It is agreed that LICENSEE shall conduct all work at no cost to the DEPARTMENT, and without compensation from the DEPARTMENT. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between LICENSEE and any successors, subcontractors, or assigns thereto.

The DEPARTMENT and LICENSEE further agree that, should the DEPARTMENT be required to conduct any inspections and/or supervision of the PROJECT beyond that which would normally occur in the ordinary course of the DEPARTMENT'S maintenance activities, LICENSEE shall reimburse the DEPARTMENT for such inspection and supervision. The rate of reimbursement for the DEPARTMENT'S inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should LICENSEE and the DEPARTMENT desire to change this agreement at a later date to provide for compensation to LICENSEE, or any successors or assigns thereto, such

change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the DEPARTMENT review and approval.

ARTICLE VIII RESPONSIBILITY FOR CLAIMS
AND LIABILITY LICENSEE NOT AGENT OF
DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to LICENSEE under this Agreement. LICENSEE further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the LICENSEE within the right of way, and for any damage to the DEPARTMENT'S signs, structures, or roadway fixtures, if LICENSEE causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that LICENSEE, or any successor or assigns thereto, in the conduct of any work involved in the PROJECT, shall not be considered the agent of the DEPARTMENT or of the State of Georgia.

ARTICLE IX TERMINATION OF
CONTRACT

The DEPARTMENT may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, LICENSEE shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the DEPARTMENT shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. LICENSEE shall have the right to terminate this contract at any time, provided that such termination is first approved by the DEPARTMENT, and that the DEPARTMENT is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 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.
- C. 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.

Article XI Maintenance Work Plan

Perimeter CID 400 and Hammond Payment Schedule

Month	Monthly Maintenance Spray & Irrigation	Pinestraw & Bed Definitions	Monthly Total
January	\$ 2,125.59	\$ 849.20	\$ 2,974.80
February	2,125.59		2,125.59
March	2,125.59		2,125.59
April	2,125.59		2,125.59
May	2,125.59		2,125.59
June	2,125.59		2,125.59
July	2,125.59	655.18	2,780.77
August	2,125.59		2,125.59
September	2,125.59		2,125.59
October	2,125.59		2,125.59
November	2,125.59		2,125.59
December	2,125.59		2,125.59
Total	\$ 25,507.11	\$ 1,504.39	\$ 27,011.50

Pine Straw Bales 125

Initials _____

Initials _____

No Hand Watering Included.

Includes Every Other Week Cutbacks of Slopes Which are Too Steep for a Mower.

Includes Weekly Mowing of All Areas Accessible with Mowers.

Includes maintenance of new plans for the four quadrants along with the section along the right of the 400 northbound on ramp ending at the noise barrier wall.

Perimeter CID 400 and Hammond

Frequency Chart

- TREE AND SHRUB CARE
 - CHEMICAL WEED CONTROL
 - PR-EMERGENT HERBICIDE
- SHRUB FERTILIZATION
- INSECT & DISEASE CONTROL
- HAND WEEDING
- GROWING SEASON PRUNING
- DORMANT SEASON PRUNING
- GROUND COVER CONTROL
- LAWN CARE
 - MOWING - WARM SEASON
 - WEEDING
 - EDGING CURB & SIDEWALKS
- TURF FERTILIZATION & WEED CONTROL
- SCALP WARM SEASON TURF
- GENERAL MAINTENANCE
 - LEAF REMOVAL OFFSITE
 - BLOWING DRIVEWAYS, DECKS, WALKWAYS, ETC
 - TRASH & DEBRIS REMOVAL
- IRRIGATION SERVICES
 - START UP BY CERTIFIED TECHNICIAN
 - MONITOR SYSTEM WEEKLY
 - WINTERIZATION BY CERTIFIED TECHNICIAN
- PINE STRAW
 - PINE STRAW WINTER
 - PINE STRAW SUMMER
 - BOYLINE DEFINITION

No Hand Weeding Included.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TREE AND SHRUB CARE												
CHEMICAL WEED CONTROL												
PR-EMERGENT HERBICIDE												
SHRUB FERTILIZATION												
INSECT & DISEASE CONTROL												
HAND WEEDING												
GROWING SEASON PRUNING												
DORMANT SEASON PRUNING												
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TRASH & DEBRIS REMOVAL												
IRRIGATION SERVICES												
START UP BY CERTIFIED TECHNICIAN												
MONITOR SYSTEM WEEKLY												
WINTERIZATION BY CERTIFIED TECHNICIAN												
PINE STRAW												
PINE STRAW WINTER												
PINE STRAW SUMMER												
BOYLINE DEFINITION												



Map

Traffic

200 ft
100 m

Imagery ©2012 DigitalGlobe, GeoEye, U.S. Geological Survey, USDA Farm Service Agency Report : 200-111

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.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Kate Pfirman
Treasurer

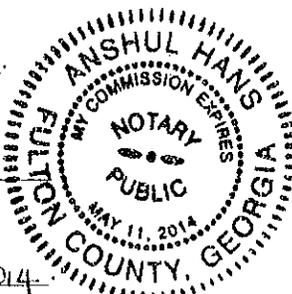
LICENSEE:

Ivan O. Miller
(Title) PEIDS President and CEO

Sworn to before me this
13th day of MARCH, 2013.

Anshul Hang
NOTARY PUBLIC

My commission expires (M.L.H. 11), 2014.



APPENDIX B

BUDGET

Original Construction Contract Amount	\$233,069.55
Supplement # 1 Amount	\$9,680.00
Supplement # 2 Amount	\$15,532.00
Total	\$258,281.55

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE AUTHORIZATION OF
THE MAYOR TO EXECUTE GEORGIA DEPARTMENT OF
TRANSPORTATION (GDOT) MEMORANDUM OF AGREEMENT
FOR THE HAMMOND DRIVE AT SR 400 LANDSCAPING PROJECT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has recommended entering into an agreement with The Georgia Department of Transportation; and

WHEREAS, upon adoption of this Resolution, staff will review and oversee said project to abide by the agreement set forth to effectuate the management of Department of Public Works policy; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

Have reviewed the Memorandum of Agreement between the Georgia Department of Transportation and the City and agree to abide by the requirements as described therein. In return the Georgia Department of Transportation will reimburse the City up to \$258,281.55 for costs incurred for the Hammond Drive at SR 400 landscaping project.

RESOLVED this the 6th day of August 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael D. Casey, City Clerk
(Seal)