



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: February 1, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Approval of a Right-of-Way Acquisition Contract for the Roswell Road Streetscape, Project, Cliftwood to Hammond, (CIP T-0008), STP00-0002-00(310), PI 0002310, Subject to Financial and Legal Review and Approval

MEETING DATE: For Submission onto the February 7, 2012, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Exhibits
Resolution

APPROVAL BY CITY MANAGER: JAM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 2/7/12

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



TO: John McDonough, City Manager

FROM: Kevin J. Walter, P.E., Public Works Director

DATE: January 24, 2012, for Submission onto Agenda of the February 7, 2011 City Council Meeting

ITEM: Approval of a Right-of-Way Acquisition Contract for the Roswell Road Streetscape, Project, Cliftwood to Hammond, (CIP T-0008), STP00-0002-00(310), PI 0002310, Subject to Financial and Legal Review and Approval

Public Works Department's Recommendation:

Staff recommends that the Right-of-Way (ROW) Acquisition Contract be signed and forwarded to the Georgia Department of Transportation (GDOT) for the SR 9/Roswell Road Streetscape (Cliftwood Drive/Carpenter Drive to Hammond Drive) project (CIP T-0008, CSTEE-0002-00(310); PI 0002310)

Background:

Council allocated \$145,519 in Fiscal Year 2007 for the completion of final design activities for this project. Previously, permanent easements for the construction were acquired under the supervision of Sandy Springs Revitalization, Inc. (SSRI) and Fulton County. Subsequently, GDOT dictated that ROW be acquired for the project. Because of the related ROW costs, the project was put on hold. In an effort to move the project forward, Council authorized the reallocation of existing federal funds from other projects in November 2010. As a result, additional funding was made available through the Atlanta Regional Commission (ARC) to cover the estimated ROW acquisition costs for this project

Discussion:

This project will construct the City's overlay standard of 2' wide brick pavers with a 9' wide concrete sidewalk along with pedestrian scale lighting. Currently, only enough ROW is being acquired to construct the hardscape elements of the project. There are federal funds in the amount of \$641,120 set aside for ROW acquisitions, and the local match (20%) is \$160,280. The 20% local match was allocated and approved in the FY 2012 City budget.

Alternatives:

The City can decline to execute the ROW agreement and to leave the project on hold which could jeopardize the federal funding associated with the ROW acquisitions and construction.

Financial Impact:

The 20% local match was allocated and approved in the FY 2012 City budget. If acquisitions exceed the amount currently programmed, the City will be responsible for 100% of the overage.

Attachment:

- I. Exhibits
 - A. ROW Acquisitions Agreement
 - B. Contract Cover Letter
 - C. GDOT Pre-acquisition Information
 - D. GDOT Security and Immigration Compliance Act Affidavit
 - E. Project location map

- II. Resolution

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY
STATE-AID OR FEDERAL-AID PROJECT
Reimbursable**

**PROJECT: STP00-0002-00(310)
COUNTY: FULTON
STATE ROUTE: SR 9
P.I. NO.: 0002310**

STATE OF GEORGIA

COUNTY OF FULTON

CITY OF SANDY SPRINGS

This Agreement made and entered into this ____ day of _____, _____, by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **CITY OF SANDY SPRINGS** (hereinafter called the **CITY**).

WITNESSETH THAT:

WHEREAS, the **DEPARTMENT**, and the **CITY**, propose to let to construction the above indicated project located on State Route 9/Roswell road Transit-Oriented Streetscape in the City of Sandy Springs, the rights of way which are to be acquired in the name of the **DEPARTMENT** with the cost of the right of way being distributed between the **CITY** and the **DEPARTMENT** as hereinafter specified; and,

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **CITY** by virtue of Section 32-2-2(a) of the Official Code of Georgia Annotated; and,

WHEREAS, the **CITY** is authorized to enter into this contract by virtue of Sections 32-3-3(e), 32-4-41(6), 32-4-42, 32-4-61 and 32-5-25 of the Official Code of Georgia Annotated and by a certain resolution of the Mayor and City Council, adopted the ____ day of _____, 20____; and

WHEREAS, said rights of way are to be acquired by the **CITY** in accordance with certain specified requirements of the Federal-aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for State or Federal participation.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid to the **CITY**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **CITY** agree as follows:

ITEM I

The **DEPARTMENT** agrees to reimburse the **CITY** **Not to Exceed \$612,120.00** for eligible right of way costs. Reimbursable right of way expenses include land and improvement costs, relocation expenses and contracted property management costs. Non-reimbursable right of way expenses include, but may not be limited to, manpower, appraisal, administrative, attorney fees and any in-house property management.

Reimbursement of acquisition expenses will be eligible after completion of: all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the project. Further, before any reimbursement of funding occurs, the **CITY** shall certify in writing to the **DEPARTMENT** that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the **CITY** to the **DEPARTMENT**, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

Each appraiser utilized on this project must be selected from the **DEPARTMENT**'s "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **CITY** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

Except as specified in ITEM V of this contract, all counter offers, administrative settlements and legal settlements above the fair market value must be reviewed and approved by the **DEPARTMENT** if the **CITY** expects the **DEPARTMENT** to participate in any increased settlement agreement above the fair market value. It is understood and agreed that the **DEPARTMENT** may participate in a court directed award above the fair market value subject to the availability of funds identified for the Project. The **DEPARTMENT** will not be required to participate in any such award increase that is not supported by a court order. It is further agreed between the parties that the **DEPARTMENT** shall be the final arbiter of whether an increase in an award or expense will be reimbursable to the **CITY**.

ITEM II

The **DEPARTMENT** will prepare the deeds in the name of the **DEPARTMENT** for use in acquiring the Right of Way. The **CITY** shall ensure at the time of closing that the current, approved deed or easement document reflects the latest revised or current required right of way description and/or easement(s) description.

The **CITY** will provide, at **CITY** expense **with no reimbursement**, all legal counsel associated with acquiring properties by deed.

The CITY, or its designated representative, will prepare all Condemnation Petitions in the name of the CITY and will provide all legal counsel and/or litigation associated with acquiring properties through condemnation at CITY expense.

After receipt of the approved and accepted certification from the CITY to the DEPARTMENT and after all acquired parcels, whether by deed or by condemnation, have been executed, quitclaimed, transferred in name from the CITY and recorded in the name of the DEPARTMENT, the DEPARTMENT will reimburse the CITY pursuant to ITEM III herein.

ITEM III

As set forth in ITEM I above, the DEPARTMENT will reimburse "Not to Exceed \$612,120.00 of eligible right of way expenses. The procedure for reimbursement is as follows:

All files and reimbursement requests shall be directed to the District Local Government Right of Way Coordinator in the Chamblee District Office. All reimbursement matters shall first be reviewed at the District Level in accordance with current guidelines and policies. Reimbursement to the CITY will be issued from the General Office in Atlanta following receipt of all approved documents and the accepted and approved CITY certification.

Three (3) copies of the following items shall be included for each parcel and activity cost to be reimbursed:

- 1) Reimbursement of eligible expenses associated with properties acquired by deed or easement:
 - a) Recorded Deed or Easement
 - b) Copy of Completed Negotiation Record
 - c) Copy of the Approved Option
 - d) Executed Closing Statement
 - e) Copy of approved Review Appraisers Report (Form 532)

- 2) Reimbursement of eligible expenses associated with properties acquired through condemnation:
 - a) Copy of the filed, recorded Condemnation Petition with identified docket number.
 - b) Copy of receipt for monies deposited into court.
 - c) Copy of Quitclaim Deed from City to Department

- 3) Reimbursement of eligible property management costs:
 - a) Copy of verifiable and detailed invoice from the contractor and receipt for payment from the CITY and any fee contractors employed by the CITY for Property Management activities.

4) Reimbursement of eligible relocation costs:

- a) Copy of Relocation Payment Checks**
- b) Copy of Executed Relocation Claim Forms**
- c) Copy of the Approval Authorization of Payment Amount**

Any deviation from or change in the above described procedure must be approved by the State Right of Way Administrator in the Atlanta General Office.

ITEM IV

The **CITY**, at **CITY** expense, will ensure the demolition and removal in their entirety of all buildings, walls, fences, gates, underground storage tanks, signs, or any other improvements and structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area, whether surface or subsurface. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**. The **DEPARTMENT** will not remove any improvements or structures as clearing and grubbing items. This is a reimbursable expense to the **CITY** except when the **CITY** performs any demolition by **CITY** forces. The **DEPARTMENT** will only reimburse demolition performed by fee contractors, supported by appropriate, verifiable paid receipts.

Any and all contaminated properties will require the **DEPARTMENT**'s approval before being acquired by the **CITY**. Removal of underground tanks and other hazardous materials will be in accordance with all current Environmental Protection Agency (EPA), Environmental Protection Division (EPD), State and Federal regulations, laws and procedures.

ITEM V

The **CITY** has the authority to approve a counter offer or administrative settlement up to \$10,000 or 10% above the approved Fair Market Value, whichever is greater. All other counter offers or administrative settlements must be reviewed and approved by the **DEPARTMENT**, if the **DEPARTMENT** is to participate in any increased expense. Any modification whatsoever or any special provision included as an agreement to any document must first be approved and appropriately accepted by the **DEPARTMENT**. The District Local Government Coordinator in the **Chamblee** District Office will function as the **CITY** liaison with the **DEPARTMENT**. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the District Local Government Coordinator. Once a determination has been made by the General Office, the District Local Government Coordinator will notify the **CITY**, in writing, of either approval or rejection of the submitted proposal.

The **DEPARTMENT** will not participate in any portion of a counter proposal which is closed prior to **DEPARTMENT** review, approval and acceptance.

ITEM VI

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **CITY** agrees not to use convict labor in any way on the project.

ITEM VII

Once the environmental clearance is obtained and the right of way plans are approved, the **CITY** can begin non-reimbursable, pre-acquisition activities; however, no offers can be made until: an acceptable project cost estimate has been submitted, reviewed and approved; ROW funds have been authorized in accordance with CFR 23.710.307; and, the **DEPARTMENT** has issued a Notice to Proceed to the **CITY** for any eligible, reimbursable right of way acquisition activities.

The **CITY** agrees to defend, at **CITY** expense, any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of Rights of Way by deed or condemnation.

ITEM VIII

The **CITY** will, as required by law, proceed within fifteen (15) days after being notified by the **DEPARTMENT** to acquire the Rights of Way for said project free of all encumbrances by gift, deed, easements or condemnation in accordance with the approved plans.

ITEM IX

The **CITY** will, in the right of way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **CITY** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the Department for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **CITY** will, in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached. During the performance of this Contract, the **CITY** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A", attached. The **CITY** shall also comply with all provisions as set forth in ADDENDUM 1, GDOT TITLE VI Assurances as attached, inclusive of APPENDIX A, APPENDIX B and APPENDIX C of attached ADDENDUM 1.

ITEM X

Where determined to be desirable, the CITY will provide rodent control measures as required by the U. S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and Local laws and regulations governing rodent control. These costs are not reimbursable.

ITEM XI

This Agreement sets forth the entire understanding between the Parties relating to the subject contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless evidenced by an amendment to this Agreement signed by both the DEPARTMENT and the CITY.

ITEM XII

The CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs associated with this Agreement and used in support of its activities and shall make such material available at all reasonable times during the period of this Agreement, and for three years from the date of final payment under this Agreement, for inspection by the GDOT, and any reviewing agencies, and copies thereof shall be furnished upon request.

ITEM XIII

TIME IS OF THE ESSENCE IN THIS CONTRACT.

UNLESS OTHERWISE AMENDED BY THE MUTUAL AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER THAN THE CONCLUSION OF FY2013.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT OF TRANSPORTATION** by the Commissioner and on behalf of _____ **CITY** by _____, being duly authorized to do so by the Mayor and City Council of said **CITY**.

Executed on Behalf of the
DEPARTMENT OF TRANSPORTATION
this ____ day of
_____, 20 ____.

Executed on Behalf of
_____ **CITY**
this ____ day of
_____, 20 ____.

APPROVED:

MAYOR

_____ **CITY** Council

COMMISSIONER

This Contract approved by the
City Council at a meeting
held at _____

ATTEST
DEPARTMENT OF TRANSPORTATION:

the _____ day of
_____, 20 ____.

TREASURER

CLERK OF THE CITY

Witness for the **CITY:**

RESOLUTION OF THE CITY

STATE OF GEORGIA

COUNTY OF FULTON

CITY OF SANDY SPRINGS

BE IT RESOLVED by the Mayor and City Council of **CITY** and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-0002-00(310) be entered into by the **Mayor and City Council**, and that _____ as Mayor, and _____ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Mayor and City Council.

PASSED AND ADOPTED, this _____ day of _____, 20 _____.

ATTEST:

CLERK

BY: _____
MAYOR

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SANDY SPRINGS

I, _____ as Clerk of the Mayor and City Council do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council.

Witness by hand and official signature, this the _____ day of _____, 20 _____.

BY: _____
CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to full just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
 - A) A General Certified Appraiser, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
 - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
 - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
 - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
 - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice.
3. The Department will furnish copies of letters, settlement and disbursements statements and such other forms, as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.

5. The City will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.

6. Any consultant contracted for negotiation services for the acquisition of right of way for the CITY must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA 43-40 unless identified as an exception under OCGA 43-40-29. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

APPENDIX "A"

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds or race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administrative as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
 2. Cancellations, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ADDENDUM 1

GDOT Title VI Assurances

The Georgia Department of Transportation (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

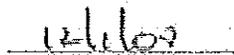
"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.


Gena L. Evans, Ph.D.
Commissioner


Date

Attachments: Appendices A, B and C.

APPENDIX A (of ADDENDUM 1)

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

- 1. Compliance With Regulations**
The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination**
The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- 4. Information and Reports**
The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Georgia Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Georgia Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance**
In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions**
The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract.

including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the Georgia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Georgia Department of Transportation enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B (of ADDENDUM 1)

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, the Georgia Department of Transportation (GDOT)—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the GDOT in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, GDOT and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

APPENDIX C (of ADDENDUM 1)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a GDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

January 5, 2012

Garrian M. Coleman, P.E., L.S.I.T.
Capital Program Manager, Public Works
City of Sandy Springs
7840 Roswell Road -Building 500
Sandy Springs, Georgia 30350

RE: REIMBURSABLE CONTRACT
Project STP00-0002-00 (310) FULTON, County
PI No.: 0002310
Project Description: ROSWELL ROAD TRANSIT-ORIENTED STREETScape
The Georgia Security and Immigration Compliance Act Affidavit
Pre-Acquisition Information

Dear Mr. Coleman,

Enclosed please find four (4) copies each of the above-reference Reimbursable Acquisition Contract (s) between the Georgia Department of Transportation and the City of Sandy Springs for execution. Please have the appropriate officials sign, date and return the contracts to this office. These Contracts will then be processed for final signatures by the Department, and fully executed copies will be returned to your office.

The **Georgia Security and Immigration Compliance Act Affidavit** in triplicate is to be completed and return along with the enclosed contracts. Georgia Law requires All local sponsors to have the affidavit completed for each consultant you hire as well as your firm's entity e-verify # that is assigned by the State; check with the Mayor or County Commissioner directly for this information. Project No. and County is to be entered for the Contract No. and Name.

If I may be of further assistance, please contact me at Georgia Department of Transportation, District Seven, 5025 New Peachtree Road, N.E., Chamblee, Georgia 30341, at lwashington@dot.ga.gov, or by telephone at 770-986-1555.

Sincerely yours,

A handwritten signature in cursive script, appearing to read 'Linda Washington', is written over a printed name.

Linda Washington
District Local Government ROW Coordinator

Enclosure:



January 6, 2012

Garrian M. Coleman, P.E., L.S.I.T.
Capital Program Manager, Public Works
City of Sandy Springs
7840 Roswell Road -Building 500
Sandy Springs, Georgia 30350

RE: PRE-ACQUISITION INFORMATION

Project STP00-0002-00 (310) FULTON, County

PI No.: 0002310

Project Description: ROSWELL ROAD TRANSIT-ORIENTED STREETScape

Pre-Negotiation Activities In an effort to expedite the right of way process for Local Projects, all pre-negotiation activities are to proceed immediately upon receipt of the Acquisition Contract for execution by Local Sponsor from GDOT, prior to approval of right of way plans and approved acquisition funding. Pre-negotiation activities include, but are not limited to the following:

1. Preparation of detailed right of way cost estimate to be submitted to the Office of Right of Way within thirty (30) days.
2. Delivery of right of way plans and meeting with the Local Sponsor's attorney to prepare for providing legal services.
3. Immediately following the completion of the cost estimate, contact GDOT District Local Government Coordinator to request an appraiser, schedule and complete the project inspection with a review appraiser.
4. Scheduling and conducting the Right of Way Property Owner's Meeting.
5. Preparation of Relocation Interviews, Photo(s), Floor Plan Sketch, and Move Estimates.
6. Property Management Activities.
7. Completion of all Appraisal work through the review phase and release of the Appraisals.

Please note: Local Sponsor shall not proceed with any work pertaining to land acquisition for which they are expected reimbursement nor shall Sponsor contact property owners until the following GDOT documentation has been received:

- 1. Funding authorization**
- 2. Notice to Proceed for the right of way phase of project development.**

Please be aware that failure to follow all applicable laws, regulations, rules and policies in the execution of this phase will result in the loss of Federal Funding for all project development phases.

When the Environmental Approval has been obtained and Right of Way plans have been approved, the District Local Government Coordinator (DLGC) will issue The NTP for Right of Way acquisition will be issued **AFTER** funding is authorized. This notice grants permission to initiate negotiations to acquire property in support of the project. Also be aware that this notice specifically does not provide authorization for any activities connected to the construction phase of the project development, including advertising the project for bids to be received. You will receive separate notices to proceed with the construction phase of project development. If you advertise the project for Bids to be received before you receive the Notice to Proceed for the Construction phase, ALL FEDERAL FUNDING for the construction phase of the project will be at risk.

If I can be of further assistance, don't hesitate to contact me at 770-986-1555 or by e-mail at lwashington@dot.ga.gov.

Sincerely,


Linda Washington
Local Government R/W Coordinator



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____, DAY OF _____, 201__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

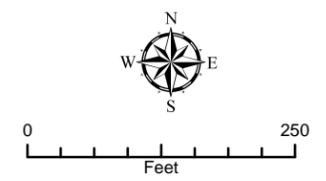


Roswell Road Streetscape- Acquisition Project Status (T-0008) As of April 8, 2009



-  Capital Improvement Project
-  Acquisition in Progress
-  Acquisition Completed

Acquisition Status	
Parcels for Acquisition	11
Acquisition in Progress	10
Acquisition Completed by LDP	1
Acquisition Completed by Sandy Springs	0



Prepared by the
City of Sandy Springs
Geographic Information Systems
April 8, 2009

This map has been compiled from the most accurate source data from Fulton County and the City of Sandy Springs. However, this map is for informational purposes only and is not to be interpreted as a legal document. The City assumes no legal responsibility for the information shown on this map. For inquiries please contact the City of Sandy Springs. Copyright © 2008 City of Sandy Springs, GA 30338. All rights reserved. Maps may be reproduced or transmitted for personal and informational purposes, but not for commercial use. No part of this work may be reproduced or transmitted for commercial purposes, in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information storage or retrieval system, except as expressly permitted in writing by the City of Sandy Springs. Requests should be made to the City's GIS Department at (770) 730-5600 or george.vail@sandyspringsga.org. File: \\Spalding\department\Public\Work\Projects\Transportation\2006_06-25_JD\ystdla_CIP\ZoomProject\CIP-T-0008_Acquisition2008_10-27.mxd User: SZell

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE A RIGHT-OF-WAY (ROW) ACQUISITION CONTRACT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) TO ALLOW PUBLIC WORKS STAFF TO ENGAGE IN ACQUISITION ACTIVITIES FOR CIP PROJECT T-0008, ROSWELL ROAD STREETSCAPES, CLIFTWOOD DRIVE/CARPENTER DRIVE TO HAMMOND DRIVE

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines addressing 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,

WHEREAS, by Resolution adopted, the City of Sandy Springs has to sign a ROW Acquisition Contract with the Georgia Department of Transportation (GDOT) to implement the transit oriented streetscape improvement project (CIP T-0008), CSTE-002-00(310); PI 0002310;

WHEREAS, upon adoption of this Resolution, City of Sandy Springs’ Public Works Department staff will manage all applicable phases of the project.

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

That they receive, accept, and affirm the authorization for the Mayor to sign a ROW Acquisition Contract with the GDOT for the implementation of this transportation improvement project, with funding provided by the GDOT, Atlanta Regional Commission (ARC), and local match by the City.

APPROVED AND ADOPTED on this the 7th day of February, 2012.

Approved:

Eva Galambos, Mayor

Attest:

Michael D. Casey, City Clerk
(Seal)