# COUNTY AGENDA REQUEST

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| Department: | Public Works / SPLOST | Presenter(s): | Phil Mallon |
| Meeting Date: | Tuesday, July 9, 2013 | Type of Request: | Consent |

Wording for the Agenda:

Approval of staff's recommendation to adopt the Georgia Department of Transportation's Contract for Acquisition of Right-of-Way for the McIntosh Road Bridge Replacement Project (SPLOST No. B-6), and authorization for the Chairman to sign said contract and related documents.

Background/History/Details:

This project (GDOT PI 331650) is programmed to receive federal and state aid for construction. As such, all design, environmental, right-of-way and other work on the project is done in accordance with applicable federal standards. The attached contract documents the terms and conditions that Fayette County shall follow while acquiring right-of-way and easements for the project. It is a standard agreement from GDOT. Staff has reviewed it and is agreement with the terms and conditions.

Fayette County will be responsible for all right-of-way and easement, although we will work with Spalding County to acquire land in their jurisdiction. All costs associated with the land acquisition will be paid by Fayette and Spalding Counties, i.e., there is no federal aid for the ROW phase. Please refer to Backup Item B, located on page 18, for a Cost Sharing Estimate for McIntosh Bridge Replacement.

The Contract package includes a Georgia Security and Immigration Compliance Act Affidavit to be completed by Fayette County's Purchasing Department.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to adopt the Georgia Department of Transportation's Contract for Acquisition of Right-of-Way for the McIntosh Road Bridge Replacement Project (SPLOST No. B-6), and authorization for the Chairman to sign said contract and related documents.

If this item requires funding, please describe:

No funding is required for execution of the contract. The project's budget is a combination of Fayette County SPLOST (B-6), Spalding County, State, and Federal funds. Funding has already been aside for this project as described.

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| Has this request been considered within the past two years? | No | If so, when? | |
| Is Audio-Visual Equipment Required for this Request?* | No | Backup Provided with Request? | Yes |

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

| | | | |
|---|---|---|---|
| Approved by Finance | Yes | Reviewed by Legal | |
| Approved by Purchasing | Not Applicable | County Clerk's Approval | Yes |
| Administrator's Approval | | | |

Staff Notes:

This is an example in intergovernmental cooperation between Fayette County, Spalding County, and the state and federal governments for the safety of all citizens who depend on the McIntosh Road Bridge. This project involves 80% funding from GDOT and 20% funding from Fayette and Spalding Counties. The counties have divided the 20% cost in half, meaning each county pays 10%. Since Fayette County is also responsible for design, utilities, and Right-of-Way, the county's estimated total cost for this project is approximately 16%.

Keith Golden, P.E., Commissioner

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

May 23, 2013

The Honorable Steve Brown, Chairman
Fayette County Commissioners
140 Stonewall Avenue West
Fayetteville, GA 30214-2198

Dear Chairman Brown:

**RE: Project No. BRSLB-1059-00(002); Fayette/Spalding**
**P. I. 331650**
**CR 360/McIntosh Rd @ Flint River @ Fayette/Spalding Co Line**

Transmitted for your further handling for execution are four sets of the Contract for Acquisition of Right of Way on the above subject project. **Please omit the date at the top of page one, as this date will be inserted by the Department at the time of execution**. Please return **four** original executed sets to this office for execution by the Deputy Commissioner and the State Preconstruction Engineer. Once the contracts have been signed, our office will return a fully executed set to you for your use.

Any questions regarding this matter should be directed to the District Local Government R/W Coordinator, **Jeff D. Franklin, at (706) 646-7551. Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

*William J. Rountree*
By: William J. Rountree, P E.
District Preconstruction Engineer

Enclosures

**Revised 08-01-00**
**Revised 11-24-04**
**Revised 07-31-08**
**Revised 09-23-09**
**Revised 11-12-10**
**Revised 11-18-11**
**Revised 03-15-13**

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

PROJECT: **BRSLB-1059-00(002)**
COUNTY: **Fayette/Spalding**
STATE ROUTE: **NA**
COUNTY ROAD: **360**
P. I. NO.: **331650**

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

This agreement made and entered into this _____ day of _____, _____ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the DEPARTMENT) and the **COUNTY OF FAYETTE** (hereinafter called the COUNTY).

**WITNESSTH THAT:**

**WHEREAS**, the **DEPARTMENT** and the **COUNTY** propose to let to construction the above indicated project located on **CR 360/MCINTOSH RD @FLINT RIVER @FAYETTE/SPALDING CO LINE** the rights of way which are to be acquired in the name of the **COUNTY** by the **COUNTY** without cost to the **DEPARTMENT** except as hereinafter specified; and,

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

**WHEREAS,** the **COUNTY** is authorized to enter into this contract by virtue of Sections 32-3-3 (3), 32-4-41 (5), 32-4-42 (a) and 32-4-61 of the Official Code of Georgia Annotated and that certain resolution of the Board of Commissioners adopted the ____ day of _____, _____ ; and

**WHEREAS**, said rights of way are to be acquired by the **COUNTY** 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 Federal participation; and,

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

## ITEM I

The **DEPARTMENT** will prepare the legal descriptions and colored plats and furnish them to the **COUNT**Y for use in acquiring the Rights of Way. The **COUNTY** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right of way and/or easements.

## ITEM II

The **COUNTY** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **COUNTY.**

## ITEM III

The **COUNTY** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **COUNTY**.

The **COUNTY** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **DEPARTMENT.**

## ITEM IV

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

## ITEM V

To the extent allowed by law, The **COUNTY** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation, except that which is the result of the sole negligence of the **DEPARTMENT**.

## ITEM VI

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Once the environmental clearance is obtained and the right of way plans are approved, the **COUNTY** can begin acquisition activities; however, if the approved environmental document is not current within six (6) months from the plan approval date, an environmental re-evaluation will be required and right of way negotiations and acquisition cannot be initiated until the approval of the re-evaluation.

## ITEM VII

The **COUNTY** will, in its right of way acquisition procedure observe and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Public Law 91-646 and Georgia Laws 1972, p 931, and in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **COUNTY** will be responsible for making payments to owners as required under this procedure for incidental expenses on the transfer of real property for rights of way purposes and such other moving and relocation cost as required under the law and determined to be proper by the **DEPARTMENT**. The **COUNTY** will designate a party to be responsible for accepting, reviewing, and preparing responses to appeals of relocation assistance benefits. The **COUNTY** will in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions. During the performance of this Contract, the **COUNTY** will also comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A" attached.

## ITEM VIII

Where determined to be desirable by Department Inspectors, the **COUNTY** will provide without cost to the **DEPARTMENT**, 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.

## ITEM IX

The **COUNTY** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements.

## ITEM X

This contract is the total agreement between the **DEPARTMENT** and the **COUNTY** and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **COUNTY**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **COUNTY**.

## ITEM XI

**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 FY_____.**

**IN WITNESS WHEREOF**, this instrument has been and is executed on behalf of the **DEPARTMENT OF TRANSPORTATION** by the Commissioner of the **DEPARTMENT OF TRANSPORTATION** and on behalf of **FAYETTE COUNTY** being duly authorized to do so by the Fayette County Board of Commissioners.

Executed on behalf of the Department Of Transportation this the ____ day of _____, _____.

APPROVED:

*BY:* _____
COMMISSIONER

ATTEST:

_____
TREASURER

Witness for the Department of Transportation:

_____

Executed on behalf of the County of Fayette this the ___ day of _____, _____.

BY: _____
CHAIRMAN of Board of Commissioners

This Contract was approved by the Board of Commissioners at a meeting held this the ____ day of _____, _____.

_____
CLERK OF THE COUNTY

Witness for the County:

_____

# RESOLUTION OF COUNTY

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**BE IT RESOLVED** by the Board of Commissioners of Fayette County and it is hereby resolved, that the foregoing attached Agreement, relative to Project BRSLB-1059-00(002), Fayette/Spalding County be entered into by the Board of Commissioners, and that _____ as Chairman, and _____ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Board of Commissioners.

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

**ATTEST:**

_____ BY: _____

CLERK CHAIRMAN

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**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

I, _____ as Clerk of the Board of Commissioners 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 Board of Commissioners.

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

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 receive 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 disbursement 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 County 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 COUNTY must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Brokers License in accordance with OCGA 43.40.

# 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 of 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 regulation 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 Administration 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. Cancellation, 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 litigation to protect the interest of the State, and, in addition, 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, 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 covena running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by t Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Fede Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real proper 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 t program, or is in the form of personal property, or real property or interest therein or structures or improvemen thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the followi periods: (a) the period during which the property is used for a purpose for which the federal financial assistance extended, or for another purpose involving the provision of similar services or benefits; or (b) the period durir 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 Secreta of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, oth recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants federal financial assistance under such program will comply with all requirements imposed or pursuant to the Ac 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 arisir 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, loan contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by th Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sul grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Ai Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on beha of the Recipient.

Keith Golden, P.E,
Commissioner

7-25-12
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, or national origin in the selection and retention of subcontractors, including procurement of material and leases o f 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, 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:

a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

b. 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 subcontract 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 to enter into such litigation to protect the interests of the Georgia Department of Transportation 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 Department of Transportation, as authorized by law, and upon the condition that the Georgia Department of Transportation will accept Title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and 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 (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 U.S.C. .2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Georgia Department of Transportation all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

**Habendum Clause**

TO HAVE AND TO HOLD said lands and interests therein unto Georgia Department of Transportation 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 Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Georgia Department of Transportation, its successors and assigns.

The Georgia Department of Transportation, in consideration or 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, or national origin, he 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 [,] [and)* (2) that the Georgia Department of Transportation shall use the lands and interests in 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 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 [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department 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 the Department of Transportation 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 purposes of Title VI of the 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 the Georgia Department of Transportation pursuant to the provisions of Assurance 6(a).**

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "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 (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) 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, and as said Regulations may be amended.

*[Include in licenses, leases, permits, etc.]**
That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

*[Include in deed.]**
That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

**The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Georgia Department of Transportation pursuant to the provisions of Assurance 6(b).**

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color. or national origin shall be excluded from participation in, denied the benefits of, or he 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 the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other 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.

*[Include in licenses, leases, permits, etc.]**
That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds]**
That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

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

PI 331650

Keeping Georgia on the Move

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: Contract for Acquisition of Right of Way CR 360/McIntosh Rd@ Flint River (BRSLB-1059-00(002))

Name of Contracting Entity: Fayette County

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.GA. § 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 Public

[NOTARY SEAL]

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

**Cost Sharing Estimate for McIntosh Bridge Replacement (PI 331650)**
**Estimates Based on Concept Report Cost Estimates**
**Revised 2-9-2012 per new PFA Attachment A from GDOT**
**Revised 6-4-2012 for presentation to Spalding BOC**

| | Fayette | Spalding | State | Federal | |
|---|---|---|---|---|---|
| ***Preconstruction Engineering (Phase I)*** | | | | | |
| Engineering | $68,445 | $68,445 | $0 | $0 | |
| Surveying | $15,000 | $15,000 | $0 | $0 | |
| Environmental | $20,000 | $20,000 | $0 | $0 | |
| PE Oversight | $0 | $0 | $12,578 | $50,312 | |
| *PE Total* | *$103,445* | *$103,445* | *$12,578* | *$50,312* | $269,780 |
| *% by Agency* | *38%* | *38%* | *5%* | *19%* | |
| ***Right-of-Way (Phase II)*** | | | | | |
| Land & Improvements | $10,125 | $12,375 | $0 | $0 | $22,500 |
| Valuation Services | $2,700 | $3,300 | $0 | $0 | $6,000 |
| Legal Services | $18,090 | $22,110 | $0 | $0 | $40,200 |
| Relocation (taxes, property pins) | $3,600 | $4,400 | $0 | $0 | $8,000 |
| Demolition | $0 | $0 | $0 | $0 | $0 |
| Administrative | $15,975 | $19,525 | $0 | $0 | $35,500 |
| *ROW Total* | *$51,000* | *$62,000* | *$0* | *$0* | $113,000 |
| *% by Agency* | *45%* | *55%* | *0%* | *0%* | |
| ***Construction (Phase III)*** | | | 0.000 | 0.769 | |
| Asphalt (12.5, 19, 25 MM and tack) | $11,955 | $11,955 | $0 | $79,598 | $103,509 |
| Base | $5,187 | $5,187 | $0 | $34,533 | $44,906 |
| Concrete Approach Slabs and Drives | $3,027 | $3,027 | $0 | $20,152 | $26,205 |
| Bridge | $194,594 | $194,594 | $0 | $1,295,611 | $1,684,800 |
| Drainage pipes and structures | $3,682 | $3,682 | $0 | $24,513 | $31,876 |
| Guardrail | $5,994 | $5,994 | $0 | $39,911 | $51,900 |
| Earthwork | $20,963 | $20,963 | $0 | $139,574 | $181,500 |
| Rock (contingency) | $2,096 | $2,096 | $0 | $13,957 | $18,150 |
| Erosion Control and Channel Protection | $12,473 | $12,473 | $0 | $83,044 | $107,990 |
| Traffic Control - Temporary | $5,775 | $5,775 | $0 | $38,450 | $50,000 |
| Clear & Grub | $578 | $578 | $0 | $3,845 | $5,000 |
| Landscaping | $5,775 | $5,775 | $0 | $38,450 | $50,000 |
| Traffic Control Signs | $1,040 | $1,040 | $0 | $6,921 | $9,000 |
| Striping (thermoplastic) | $186 | $186 | $0 | $1,240 | $1,612 |
| Exist. Bridge Demolition | $20,136 | $20,136 | $0 | $134,067 | $174,340 |
| Exist. Road Demolition | $3,925 | $3,925 | $0 | $26,135 | $33,986 |
| Contingency | $32,083 | $32,083 | $0 | $213,611 | $277,777 |
| *CST Total* | *$329,470* | *$329,470* | *$0* | *$2,193,612* | $2,852,551 |
| *% by Agency* | *11.6%* | *11.6%* | *0.0%* | ***76.9%*** | |
| ***Utility (Phase IV)*** | | | | | |
| 8" Water (non-reimbursable) | $0 | $35,000 | $0 | $0 | $35,000 |
| Power, cable, phone (non-reimbursable) | $10,800 | $9,200 | $0 | $0 | $20,000 |
| Power, cable, phone (reimbursable) | $18,900 | $16,100 | $0 | $0 | $35,000 |
| Reimbursable Amount | -$18,900 | -$16,100 | $0 | $0 | -$35,000 |
| *UTL Total* | *$10,800* | *$44,200* | *$0* | *$0* | $55,000 |
| *% by Agency* | *20%* | *80%* | *0%* | *0%* | |
| ***Construction Oversight (Phases V & VI)*** | | | | | |
| Testing | $25,000 | $25,000 | $0 | $0 | $50,000 |
| Inspection | $27,610 | $27,610 | $0 | $0 | $55,220 |
| *UTL Total* | *$52,610* | *$52,610* | *$0* | *$0* | $105,220 |
| *% by Agency* | *50%* | *50%* | *0%* | *0%* | |
| ***Total by Agency*** | $547,325 | $591,725 | $12,578 | $2,243,924 | $3,395,551 |