



Engineering Services Committee
Meeting

Commission Chamber- 10/24/2011- 12:55 PM

ENGINEERING SERVICES

1. Approve Change Orders #1 and #2 on PO 190658 to Acme Moving and Storage for moving of court related offices to the new Augusta Judicial Center and John H. Ruffin Courthouse in the amount of \$24,057.60 for additional services requested by court officials. The revised PO amount will be \$292,432.60. ☐ [Attachments](#)
2. Consider a request from The First Tee of Augusta regarding an adjustment of their monthly water rate and report from staff regarding the water usage at other golf courses. (Referred from October 10 Engineering Services Committee) ☐ [Attachments](#)
3. Approve and accept the Resolution and Agreement (Contract) from the Georgia Department of Transportation (GDOT) for the Acquisition of Right of Way to improve the Windsor Spring Road Section V Project, CPB Change Number Ten (323-041110-299823786). Also, approve to adopt the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and GDOT guidelines for this Project and authorize Augusta, Georgia Mayor to execute this Resolution and Agreement for the Engineering Department. ☐ [Attachments](#)

www.augustaga.gov



Engineering Services Committee Meeting
10/24/2011 12:55 PM
Judicial Center Move - CO 1&2

Department: Recreation, Parks and Facilities - Facilities Management

Caption: Approve Change Orders #1 and #2 on PO 190658 to Acme Moving and Storage for moving of court related offices to the new Augusta Judicial Center and John H. Ruffin Courthouse in the amount of \$24,057.60 for additional services requested by court officials. The revised PO amount will be \$292,432.60.

Background: RFP 10-168 was issued and bid using a specific furniture inventory and estimated number of file boxes and other items to move. As operations began, it became necessary to rent document storage carts for a longer time frame than initially anticipated. Furthermore, court operations elected to relocate more of their electronic filing systems than were initially included in the RFP.

Analysis: The additional cart and storages rental was required due to the volume of files that had to be stored while still remaining accessible to the courts. The original building plans were based on a typical floor layout. The actual furnishings and open office systems installed were slightly different than the initial assumption and allowed for the departments to relocate additional existing equipment to increase document storage capacity.

Financial Impact: The cost of the Change Orders is \$24,057.60 for a revised PO of \$292,432.60 funded from SPLOST monies allocated to the Judicial Center.

Alternatives: 1. Approve Change Orders #1 and #2 on PO 190658 to Acme Moving and Storage for moving of court related offices to the new Augusta Judicial Center and John H Ruffin Courthouse in the amount of \$24,057.60 for additional services requested by court officials. The revised PO amount will be \$292,432.60. 2. Do not approve Change Orders

Recommendation: #1. Approve Change Orders #1 and #2 on PO 190658 to Acme Moving and Storage for moving of court related offices to the new Augusta Judicial Center and John H Ruffin Courthouse in the

amount of \$24,057.60 for additional services requested by court officials. The revised PO amount will be \$292,432.60.

**Funds are Available
in the Following
Accounts:**

FUNDS ARE AVAILABLE IN ACCOUNT: GL 325-05-1120; JL 209-25-1104, Object Code 5413130.

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**

AUGUSTA-RICHMOND COUNTY, GEORGIA

PURCHASE ORDER

ROOM 606, PURCHASING DEPARTMENT
CITY-COUNCIL MUNICIPAL BUILDING (11)
AUGUSTA, GEORGIA 30901-4449

Page 1 of 1

PURCHASE ORDER NO.
P190658

REQUISITION/QUOTE NO.
R193315

DATE 01/26/11	DEPARTMENT 051120	VENDOR # 20209	VENDOR PHONE # (706) 793-0186	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES
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VENDOR ACME MOVING & STORAGE 3122 MIKE PADGETT HIGHWAY AUGUSTA, GA 30906	ATTN: 706-793-0186 BRIAN BID NUMBER: 10-168 CONTRACT #: BUYER: NANCY
---	---

SHIP TO: FACILITIES MAINTENANCE ADMIN HATCHER 500 BLDG. 501 GREENE STREET SUITE 301 AUGUSTA, GA 30901	BILL TO: AUGUSTA-RICHMOND COUNTY, GEORGIA ROOM 106, ACCOUNTING DEPARTMENT CITY-COUNCIL MUNICIPAL BUILDING (11) AUGUSTA, GEORGIA 30901-4443 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EA		CONTRACT FOR MOVING SERVICES FOR THE NEW AUGUSTA JUDICIAL CENTER APPROVED BY COMMISSION 11/4/10, ITEM #19 RFP 10-168 325-05-1120/52-12119	268,375.00	268,375.

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL..... 268,375.

APPROVED FOR ISSUE

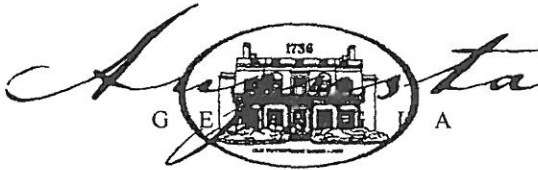
Item # 1



PURCHASING AGENT SIGNATURE

REQUISITIONER

To: Rick Acree 09/09/11sh



Recreation, Parks, and Facilities Department

Tom F. Beck, Jr., CPRP
Director

Richard M. Acree, Jr.
Facilities Manager
Parks & Facilities

Memorandum

Date: August 30, 2011

To: Fred Russell, Administrator

Through:  Dennis Stroud, Deputy Director
Tom Beck, Director
Recreation Parks and Facilities Department

From:  Rick Acree, Facilities Manager
Recreation Parks and Facilities Department

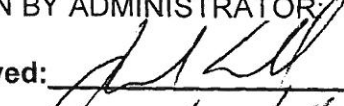
Reference: Bid Item 10-168 – Judicial Center Move – Change Order 1



The time frame involved in moving the volume of documents handled by the Clerk of Superior Court took longer than anticipated in the RFP issued for moving. Documents were removed from existing storage locations, transported to secure storage off site and then relocated to the new facility. To accomplish this task, it was necessary to rent the mobile carts used for the purpose for 60 days longer than anticipated. The cost for the additional rental of 250 carts for 60 days was \$12,500.00. The revised contract amount, including this Change Order, will be \$280,875.00.

Coordination:	Concur	Reject	Date
Deputy Director:		_____	_____
Director:		_____	_____

ACTION BY ADMINISTRATOR:

Approved:  Disapproved: _____

Date: 9/7/11

Attachment

Cc:



ACME MOVING & STORAGE

INVOICE

706-793-0186 FAX 706-796-1083

P.O. BOX 5444

AUGUSTA, GEORGIA 30916-5444

FED ID - 570477197 * MC-136409 * DOT - 92674

TO

Augusta-Richmond County, Georgia
Room 105 - Accounting Dept
City Council Municipal Bldg (11)
Augusta, Georgia 30901-4443

** Terms - Net 10 Days **

INVOICE NUMBER

L-003813-1C

INVOICE DATE

8/18/2011

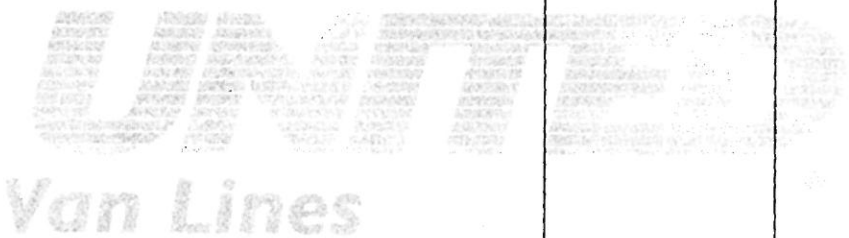
P.O. NUMBER

CUSTOMER NUMBER

10588

Please Remit To: P.O. Box 5444, Augusta, GA, 30916-5444

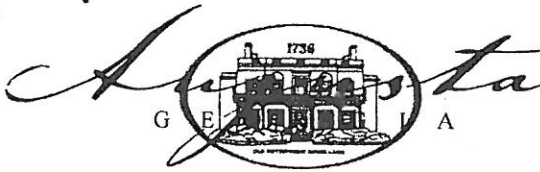
PPER	FROM	TO	SALESMAN
Augusta-Richmond Judicial Center	Augusta, GA	Augusta, GA	

SERVICE CODE	DESCRIPTION	AMOUNT	QUANTITY OR WEIGHT	%	RATE	CHARGES & CREDITS
<u>Equipment & Supplies - (Additional Equipment rental Required for February - March)</u>						
250	Library Cart Rental @ \$ 50.00 ea	=			\$	12,500.00
						

TOTAL DUE
PLEASE PAY THIS AMOUNT →

Item # 1.00
12,500.00

To: Rick Acree 09/09/11sh



Recreation, Parks, and Facilities Department

Tom F. Beck, Jr., CPRP
Director

Richard M. Acree, Jr.
Facilities Manager
Parks & Facilities

Memorandum

Date: August 30, 2011

To: Fred Russell, Administrator

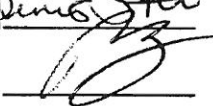
Through:  Dennis Stroud, Deputy Director
Tom Beck, Director
Recreation Parks and Facilities Department

From:  Rick Acree, Facilities Manager
Recreation Parks and Facilities Department

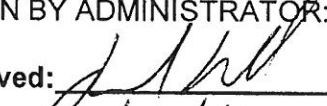
Reference: Bid Item 10-168 – Judicial Center Move – Change Order 2



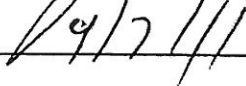
Change Order Request #2 for the Judicial Center Move is for the additional labor and equipment required for the additional work requested by the various courts and support organizations now located in the facility. The contractor was called upon by the department heads and elected officials to reconfigure shelving systems, relocate conference tables, rearrange spaces from the design configuration, switch one storage system for another and other tasks that were not included under the original contract. The total cost for the additional labor and equipment is \$11,557.60. The revised contract amount, including all Change Orders, will be \$292,432.60.

Coordination:	Concur	Reject	Date
Deputy Director:		_____	_____
Director:		_____	_____

ACTION BY ADMINISTRATOR:

Approved: 

Disapproved: _____

Date:  9/17/11

attachment

ACME MOVING & STORAGE

706-793-0186 FAX 706-796-1083

P.O. BOX 5444

AUGUSTA, GEORGIA 30916-5444

FED ID - 570477197 * MC-136409 * DOT - 92674

INVOICE

TO

Augusta-Richmond County, Georgia
Room 105 - Accounting Dept
City Council Municipal Bldg (11)
Augusta, Georgia 30901-4443

** Terms - Net 10 Days **

INVOICE NUMBER

L-003813-1B

INVOICE DATE

8/18/2011

P.O. NUMBER

CUSTOMER NUMBER

10588

Please Remit To: P.O. Box 5444, Augusta, GA, 30916-5444

SALESMAN

PPER	FROM	TO
Augusta-Richmond Judicial Center	Augusta, GA	Augusta, GA

SERVICE CODE	DESCRIPTION	AMOUNT	QUANTITY OR WEIGHT	%	RATE	CHARGES & CREDITS
Clerk Of Court & Real Estate						
	Additional Labor to remove files from all filing systems, relocate to ADS storage facility					
	Labor to index files into storage system to track files in storage.					
	Additional labor to relocate additional shelving units					
	Additional labor to modify shelving to accommodate larger books					
1	Project Leader @ \$ 40.00 @	24.0	hrs	=	\$	960.00
1	Supervisors/Foreman @ \$ 40.00 @	24.0	hrs	=	\$	960.00
1	Vans & Driver @ \$ 73.80 @	24.0	hrs	=	\$	1,771.20
4	Additional Men @ \$ 30.00 @	24.0	hrs	=	\$	2,880.00
Magistrate Court						
	Additional Labor to remove files from all filing systems, relocate to ADS storage facility					
	Labor to index files into storage system to track files in storage.					
	Additional Labor to disassemble and relocate conference table					
	Additional labor to disassemble and relocate rolling shelf unit from clerk of court to magistrate's book room.					
	Modify mobile shelving system to fit new Judicial Center ceiling height					
1	Project Leader @ \$ 40.00 @	12.0	hrs	=	\$	480.00
1	Supervisors/Foreman @ \$ 40.00 @	12.0	hrs	=	\$	480.00
1	Vans & Driver @ \$ 73.80 @	12.0	hrs	=	\$	885.60
1	Additional Men @ \$ 30.00 @	12.0	hrs	=	\$	360.00

TOTAL DUE
PLEASE PAY THIS AMOUNT → **Item # 1** continued **

INVOICE

ACME MOVING & STORAGE

706-793-0186 FAX 706-796-1083

P.O. BOX 5444

AUGUSTA, GEORGIA 30916-5444

FED ID - 570477197 * MC-136409 * DOT - 92674

TO

Augusta-Richmond County, Georgia
 Room 105 - Accounting Dept
 City Council Municipal Bldg (11)
 Augusta, Georgia 30901-4443

** Terms - Net 10 Days **

INVOICE NUMBER

L-003813-1B

INVOICE DATE

8/18/2011

P.O. NUMBER

CUSTOMER NUMBER

10588

Please Remit To: P.O. Box 5444, Augusta, GA, 30916-5444

SHIPPER	FROM	TO	SALESMAN
Augusta-Richmond Judicial Center	Augusta, GA	Augusta, GA	

SERVICE CODE	DESCRIPTION	AMOUNT	QUANTITY OR WEIGHT	%	RATE	CHARGES & CREDITS
	Probate Court					
	Additional Labor to remove files from all filing systems, relocate to ADS storage facility					
	Labor to index files into storage system to track files in storage.					
	Additional labor to move or relocate shelving units/systems multiple times due to systems not fitting as originally designed & thermostats needing to be removed					
1	Project Leader	@ \$ 40.00	@ 16.0 hrs	=	\$	640.00
1	Vans & Driver	@ \$ 73.80	@ 16.0 hrs	=	\$	1,180.80
2	Additional Men	@ \$ 30.00	@ 16.0 hrs	=	\$	960.00



TOTAL DUE
 PLEASE PAY THIS AMOUNT **\$5,577.60**



**Engineering Services Committee Meeting
10/24/2011 12:55 PM
The First Tee of Augusta**

Department: Clerk of Commission

Caption: Consider a request from The First Tee of Augusta regarding an adjustment of their monthly water rate and report from staff regarding the water usage at other golf courses. (Referred from October 10 Engineering Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



July 27, 2011



Fore! Augusta Foundation

Board of Directors

Rick Allen
Chairman

Fred Palmer
Vice Chairman

Jeff Spears
Treasurer

Laurie Ott
Secretary

Paul S. Simon
Chairman Emeritus

Elaine Clark Smith
Past Chairman

Jim Bennett
Tommy Blanchard
Michael Brown
Clint Bryant
Greg Burleson
Karen Chrjapin
Ann Davis
Victor Duffey
Nick Evans
John Gibbs III
Bob Gray
Will McKnight
Gary McMahan
Robert Osborne
Jean Roper
Greg Scurlock
Tony Seagraves
Haskell Toporek
Dennis Trotter
Brad Usry

Advisory Committee

Jim Hull
Jeff Knox
E. G. Meybohm
Billy Morris
Fleming Norvell

3165 Damascus Road
Augusta, GA 30909-4035

P. O. Box 3643
Augusta, GA 30914-3643

(706) 364-4653
(706) 364-4655 Fax
www.thefirstteeaugusta.org

Mayor Deke Copenhaver
The City of Augusta
530 Greene Street
Augusta, GA 30901

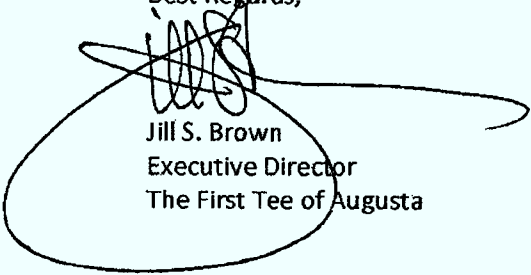
Dear Mayor Copenhaver,

We need your help. The First Tee of Augusta is a non-profit youth development program that has been providing top quality, affordable junior golf and life skills programming to the youth of the CSRA for over ten years. We currently enroll over 900 students per year in our program. Each student participates in at least 8-weeks of golf and life skills classes which teach and reinforce interpersonal, self-management, and resiliency skills, facing challenges, conflict resolution and goal setting. They also receive affordable golf course access, 50¢/bucket range balls and \$1.00 rounds of golf for the year. Several hundred more students participate in our summer camps and free outreach clinics through partnerships with other local youth serving organizations.

We are very proud of the positive impact The First Tee of Augusta is having on our youth. Despite the positive effects of our program, the cost of maintaining the infrastructure to support our programming needs and provide a safe environment for our youth continues to increase. Our typical water expense for the golf course ranges from ~\$15,000 to ~\$20,000 annually. That is the equivalent of funding the Annual Fees for ~ 265 students to participate in our program for a full year.

We are asking for your support by approving the adjustment of our water expense to a monthly rate comparable to rate of ~\$145/month currently paid by the Augusta Municipal Golf Course and Forest Hills Golf Club. Ideally, as a 6-hole course, we would like to prorate the rate to \$50/month. This adjustment would not only be a significant cost savings to our organization, but a great investment in the future of our youth. Your consideration of this request would be greatly appreciated.

Best Regards,


Jill S. Brown
Executive Director
The First Tee of Augusta



Rick Allen
Board Chairman
FORE! Augusta Foundation



Engineering Services Committee Meeting
10/24/2011 12:55 PM
Windsor Spring Road, Phase V

Department: Engineering Department-Abie L. Ladson, PE, CPESC

Caption: Approve and accept the Resolution and Agreement (Contract) from the Georgia Department of Transportation (GDOT) for the Acquisition of Right of Way to improve the Windsor Spring Road Section V Project, CPB Change Number Ten (323-041110-299823786). Also, approve to adopt the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and GDOT guidelines for this Project and authorize Augusta, Georgia Mayor to execute this Resolution and Agreement for the Engineering Department.

Background: The Windsor Spring Road Section V Improvement Project was approved by the Augusta, Georgia Commission, and on April 6, 1999, Augusta, Georgia, entered into an agreement with GDOT to accept responsibility for the project preliminary engineering, right-of-way acquisition and utilities relocation. The project improvements include road widening and construction to 4 lanes with a 19' wide raised median from just south of SR 88 in Hephzibah to Willis Foreman Road. Road improvements also include reconstructing the bridge over Norfolk Southern Railroad. The project is under the design phase and ready for Right-of-Way acquisition. Funding for the right of way is a joint effort between Augusta-Richmond County (\$1,100,000) and GDOT (not to exceed \$4,236,500). Augusta-Richmond County is responsible for the acquisition of the right of way and GDOT is responsible for the construction cost. The current estimated construction cost is \$13,235,553 and the project is currently scheduled for letting in November 2013.

Analysis: Execution of this agreement is critical for maintaining project right-of-way acquisition schedule and to receive aforementioned federal funds as programmed by the GDOT. The estimated cost for right-of-way acquisition is \$5,550,000. Augusta Engineering Department (AED) has identified \$1,100,000 for this purpose and has been working with GDOT and the Augusta Metropolitan Planning Organization (MPO) to find additional needed funds. On May 27, 2011, AED working with the MPO, was able to identify funding from GDOT to assist with the acquisition of the right of way.

Cover Memo
Item # 3

way. \$4,500,000 is included in the MPO Transportation Improvement Plan (TIP) which is going through the approval process now. TIP has been approved at local level and approval by the state of Georgia and Federal Highway Administration is expected in the fall of 2011. These funds should become available in GDOT fiscal year 2012 (7/1/11 – 6/30/12).

Financial Impact: AED has funds available in the project Right-of-Way account in an amount of \$847,000 (CPB # 323-041110-5411120/299823786). Funds are also available in the Windsor Spring Road Section IV right of way account, (CPB # 323-041110- 5411120/299823766) in the amount of \$253,000 to be transferred to the Windsor Spring Road Section V right of way account upon Commission approval of this agreement. These funds will also be used for hiring the appraisers to appraise the parcels, and using legal counsel to close all parcels.

Alternatives: 1) Approve and Accept the Resolution and Agreement (Contract) from the Georgia Department of Transportation (GDOT) for the Acquisition of Right of Way to improve the Windsor Spring Road Section V Project, CPB Change Number Ten 323-041110-299823786. Also, Approve to Adopt the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and GDOT guidelines for this Project and Authorize Augusta, Georgia Mayor to Execute this Resolution and Agreement for the Engineering Department. 2) Do not approve and delay the construction and improvements on a major transportation corridor that is vital to Augusta-Richmond County and also loose designated state and Federal funding.

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: 323-041110-5411120/299823766 & 323-041110-5411120/299823786

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

Revised 4/06/09

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

**PROJECT: STP00-1105-00(004)
COUNTY: RICHMOND
STATE ROUTE: TSR 1128/1128TA/1128TG
P.I. NO.: 245320**

STATE OF GEORGIA

COUNTY OF AUGUSTA-RICHMOND

This Agreement made and entered into this ____ day of _____, ____ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **AUGUSTA-RICHMOND COUNTY** (hereinafter called the **COUNTY**).

WITNESSETH THAT:

WHEREAS, the **DEPARTMENT**, and the **COUNTY**, propose to let to construction the above indicated project located on Temp SR 1128/1128TA/1128TG/CR 65/Windsor Spring Road from SR 88 to CR 1515/Willis Foreman Road, 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 **COUNTY** and the **DEPARTMENT** 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(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 Board of Commissioners, adopted the ____ day of _____, 20 ____; 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 State or Federal participation.

NOW, THEREFORE, 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** agrees to reimburse the **COUNTY** **Not to Exceed \$4,236,500.00** 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 **COUNTY** shall certify in writing to the **DEPARTMENT** that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY**.

ITEM II

The **DEPARTMENT** will prepare the deeds in the name of the **DEPARTMENT** for use in acquiring the Right of Way. The **COUNTY** 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 **COUNTY** will provide, at **COUNTY** expense **with no reimbursement**, all legal counsel associated with acquiring properties by deed.

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

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

ITEM III

As set forth in ITEM I above, the DEPARTMENT will reimburse "Not to Exceed **\$4,236,500.00** 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 (DLGC) in the **Tennille District Office**. All reimbursement matters shall first be reviewed at the District Level in accordance with current guidelines and policies. Reimbursement to the COUNTY will be issued from the **General Office in Atlanta** following receipt of all approved documents and the accepted and approved COUNTY 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 County 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 COUNTY and any fee contractors employed by the COUNTY 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 COUNTY, at COUNTY 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 COUNTY except when the COUNTY performs any demolition by COUNTY 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 COUNTY. 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 COUNTY 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 Tennille District Office will function as the COUNTY liaison with the DEPARTMENT. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the DLGC. Once a determination has been made by the General Office, the District Local Government Coordinator will notify the COUNTY, 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 **COUNTY** 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 **COUNTY** 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 **COUNTY** for any eligible, reimbursable right of way acquisition activities.

The **COUNTY** agrees to defend, at **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 **COUNTY** 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 COUNTY.

ITEM XII

The **COUNTY** 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 FY 2014.

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

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

Executed on Behalf of
AUGUSTA-RICHMOND COUNTY
this _____ day of
_____, 20 _____.

MAYOR

APPROVED:

This Contract approved by the

BY: _____
COMMISSIONER

Board of Commissioner at a meeting
at a meeting held this the _____ day
_____, _____.

CLERK OF AUGUSTA-RICHMOND
COUNTY

ATTEST

DEPARTMENT OF TRANSPORTATION

Witness **AUGUSTA-RICHMOND
COUNTY**

TREASURER

RESOLUTION OF THE COUNTY

STATE OF GEORGIA

AUGUSTA-RICHMOND COUNTY

BE IT RESOLVED by the **AUGUSTA-RICHMOND COUNTY** Board of Commissioners and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-1105-00(004), **RICHMOND COUNTY** be entered into by the **AUGUSTA-RICHMOND COUNTY** Board of Commissioners, 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 Board of Commissioners.

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

ATTEST:

CLERK

BY: _____
MAYOR

STATE OF GEORGIA

AUGUSTA-RICHMOND COUNTY

I, _____ as Clerk of the County 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 County Commissioners.

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 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 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 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 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 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. 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.



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 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

Item # 3

Revised 8/22/11

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

Augusta-Richmond County, Georgia

CPB#323-041110-299823766

**CAPITAL PROJECT BUDGET
WINDSOR SPRING ROAD IMPROVEMENTS, SECTION IV
(WILLIS FOREMAN RD TO TOBACCO RD)
CHANGE NUMBER TEN**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby adopted:

Section 1: This project is authorized to CPB#323-041110-299823766 and Change Number Ten. The funding for this project in the amount of \$253,000 is needed for the Resolution and Agreement Contract from GDOT for the Acquisition of Right of Way to improve the Windsor Spring Road, Section V project. Approve to adopt the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and GDOT guidelines for this project. The funding will be transferred to Section V of the project Right of Way account.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Special 1% Sales Tax, Phase III	\$ 1,560,500
Special 1% Sales Tax, Phase IV	\$ 600,000
	<u>\$ 2,160,500</u>

Section 3: The following amounts are appropriated for the project:

By Basin		By District	
4th, 6th, & 8th	\$ 2,160,500	McBean/Spirit Crk	\$ 2,160,500

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable, Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#323-041110-299823766

**CAPITAL PROJECT BUDGET
WINDSOR SPRING ROAD IMPROVEMENTS, SECTION IV
(WILLIS FOREMAN RD TO TOBACCO RD)
CHANGE NUMBER TEN**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SALES TAX, PHASE III 323041110-000000-299823766	(\$1,000)		(\$1,000)
SALES TAX, PHASE III 323041110-000000-299823766	(\$1,559,500)		(\$1,559,500)
SPECIAL 1% SALES TAX, PHASE IV 324041110-000000-202824766	(\$600,000)		(\$600,000)
TOTAL SOURCES:	(\$2,160,500)		(\$2,160,500)
<u>USE OF FUNDS</u>			
ADVERTISING 323041110-5233119-299823766	\$1,000		\$1,000
ENGINEERING 323041110-5212115-299823766	\$1,248,639		\$1,248,639
RIGHT OF WAY 323041110-5411120-299823766 (transferred to Section V 299823786)	\$851,361	(\$253,000)	\$598,361
UTILITIES 323041110-5414510-299823766	\$50,000		\$50,000
SIGNAL 323041110-5414610-299823766	\$5,000		\$5,000
CONTINGENCY 323041110-6011110-299823766	\$4,500		\$4,500
TOTAL USES:	\$2,160,500		\$1,907,500