

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN ACQUISITION OF RIGHT OF WAY AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE COURTLAND STREET BRIDGE REPLACEMENT PROJECT; AND FOR OTHER PURPOSES.

Review List:

Santana Wright	Completed	08/16/2013 4:41 PM
Rita Braswell	Completed	08/19/2013 9:41 AM
Richard Mendoza	Completed	08/19/2013 12:11 PM
Saul Schultz	Completed	08/19/2013 2:46 PM
Mayor's Office	Completed	08/19/2013 2:56 PM
Office of Research and Policy Analysis	Completed	08/20/2013 11:32 AM
Transportation Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

**A RESOLUTION
BY TRANSPORTATION COMMITTEE**

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN ACQUISITION OF RIGHT OF WAY AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE COURTLAND STREET BRIDGE REPLACEMENT PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta executed a Local Government Project Agreement (“LGPA”) with the Georgia Department of Transportation (“GDOT”) for the project identified as the Courtland Street Bridge Replacement Project, herein attached as Exhibit “A”; and

WHEREAS, GDOT has requested that the City participate in the construction of this project by providing funding for one hundred percent (100%) of right-of-way and utility relocation costs directly related to the completion of this project as described in the LGPA; and

WHEREAS, the Courtland Street Bridge structure extends from CS 1868/Courtland Street at CSX Railroad over MARTA and Decatur Street; and

WHEREAS, the City desires to enter into an Acquisition of Right of Way Agreement with the Georgia Department of Transportation to provide right-of-way acquisition and utility relocation costs for the Courtland Street Bridge Replacement Project, Project Number BRMLB-9007-00(014), P.I. Number 752015.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to enter into an Acquisition of Right of Way Agreement with the Georgia Department of Transportation for right-of-way acquisition and utility relocation costs for the Courtland Street Bridge Replacement Project, Project Number BRMLB-9007-00(014), P.I. Number 752015, herein attached as Exhibit “B”.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that this Agreement will not become binding upon the City and the City shall incur no obligation or liability hereunder until the Agreement has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to the Georgia Department of Transportation.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Santana Kempson Wright

Contact Number: 404-330-6579

Originating Department: Department of Public Works

Committee(s) of Purview: Transportation Committee

Chief of Staff Deadline: August 9, 2013

Anticipated Committee Meeting Date(s): August 28, 2013

Anticipated Full Council Date: September 3, 2013

Legislative Counsel's Signature: Saul Schultz

Commissioner's Signature: [Handwritten Signature]

Chief Financial Officer: _____

Chief Information Officer Signature (for IT Procurements) _____

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN ACQUISITION OF RIGHT OF WAY AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE COURTLAND STREET BRIDGE REPLACEMENT PROJECT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT:

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: D.J. 8/8/13
(date)

Reviewed by: [Handwritten Signature]
(date)

Submitted to Council: _____ (date)

Attachment: Courtland Street Bridge Replacement (13-R-3526 : Acquisition of Right of Way Agreement for Courtland Street Bridge

**A RESOLUTION BY
TRANSPORTATION COMMITTEE**

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Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Caption:

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN ACQUISITION OF RIGHT OF WAY AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE COURTLAND STREET BRIDGE REPLACEMENT PROJECT; AND FOR OTHER PURPOSES.

Committee of Purview: Transportation Committee

Committee Meeting Date: August 28, 2013

Council Meeting Date: September 3, 2013

Requesting Dept.: Department of Public Works

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to authorize an Acquisition of Right of Way Agreement with the Georgia Department of Transportation.

2. Please provide background information regarding this legislation.

The proposed project replaces the bridge structure entirely due to the deteriorating condition of the bridge. It has been temporarily shored in the area north of the CSXT rail lines. In addition, the bottom of the concrete deck is crumbling in numerous locations resulting in chunks of concrete falling off and endangering the public below. The City has installed netting underneath the bridge to catch falling debris until the bridge can be replaced.

3. If Applicable/Known:

(a) **Contract Type: n/a**

(b) **Source Selection: n/a**

- (c) Bids/Proposals Due: n/a
- (d) Invitations Issued: n/a
- (e) Number of Bids: n/a
- (f) Proposals Received: n/a
- (g) Bidders/Proponents: n/a
- (h) Term of Contract: n/a

4. Fund Department Account Center: n/a

5. Source of Funds: n/a

6. Fiscal Impact: n/a

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Dawn Riley

COURTLAND STREET BRIDGE PROJECT

7.13.b





Department of Transportation

State of Georgia

#2 Capitol Square, S.W.

Atlanta, Georgia 30334-1002

April 15, 1998

WAYNE SHACKELFORD
COMMISSIONER
(404)656-5206

STEVEN L. PARKS
DEPUTY COMMISSIONER
(404)656-5212

FRANK L. DANCHETZ
CHIEF ENGINEER
(404)656-5277

BILLY F. SHARP
TREASURER
(404)656-5224

LOCAL GOVERNMENT PROJECT AGREEMENT

In consideration of the proposed improvements, the City of ATLANTA agrees to provide or perform the following at no cost to the Georgia D.O.T. for project BRMLB-9007(14), PI # 752015, FULTON County:

REPLACEMENT/BRIDGES
COURTLAND ST OVER CSX RR

Provide all rights-of-way and/or easements needed for the construction of the project and remove existing structures or obstructions within the rights-of-way.

Make all utility relocations, adjustments or betterments of publicly owned utilities that are in conflict with construction of this project. Reimburse Georgia D.O.T. for any damages paid to the contractor for delay of construction caused by a delay in relocating the publicly owned utilities.

Relocate or adjust all privately owned utilities to clear construction of this project, including adjustments at railroad crossings if required.

Furnish detours, local borrow & waste pits as needed.

We support this project but choose not to commit any funding, realizing this may delay the project until additional funding can be found.

This 2nd day of July, 19 98

APPROVED *Jan D. M... [Signature]*
City/County Official

EXHIBIT "A"

REVISED 8-1-00
REVISED 11-24-04
REVISED 7-31-08
REVISED 9-23-09
REVISED 11-12-2010
REVISED 11-18-2011

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

PROJECT: BRMLB-9007-00(014)
COUNTY: **Fulton**
STATE ROUTE: N/A
COUNTY ROAD: N/A
P. I. NO.: 752015

STATE OF GEORGIA

COUNTY OF **Fulton**

CITY OF **Atlanta**

This agreement made and entered into this _____ day of _____, _____ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **CITY OF Atlanta** (hereinafter called the **CITY**):

WITNESSTH THAT:

WHEREAS, the **DEPARTMENT** and the **CITY** propose to let to construction the above indicated project located on **CS 1868/Courtland Street @ CSX RR/Marta/Decatur Street** the rights of way which are to be acquired in the name of the **CITY** by the **CITY** without cost to the **DEPARTMENT** except as hereinafter specified; and,

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

WHEREAS, the **CITY** is authorized to enter into this contract by virtue of Sections 32-3-3 (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 _____ City Council adopted the ____ day of _____, _____ ; and

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

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

EXHIBIT "B"

REVISED 8-1-00
 REVISED 11-24-04
 REVISED 7-31-08
 REVISED 9-23-09
 REVISED 11-12-2010
 REVISED 11-18-2011

ITEM I

The **DEPARTMENT** will prepare the legal descriptions and colored plats and furnish them to the **CITY** for use in acquiring the Rights of Way. The **CITY** 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 **CITY** 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 **CITY**.

ITEM III

The **CITY** 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 **CITY**.

The **CITY** 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 **CITY** 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 **CITY** 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

Once the environmental clearance is obtained and the right of way plans are approved, the **CITY** 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.

REVISED 8-1-00
 REVISED 11-24-04
 REVISED 7-31-08
 REVISED 9-23-09
 REVISED 11-12-2010
 REVISED 11-18-2011

ITEM VII

The CITY 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 CITY 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 CITY will designate a party to be responsible for accepting, reviewing, and preparing responses to appeals of relocation assistance benefits. The CITY 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 CITY 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 CITY 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 CITY 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 CITY and no modification of this contract shall be binding unless attached hereto and signed by both the DEPARTMENT and the CITY. No representation, promise or inducement not included in this contract shall be binding upon either the DEPARTMENT or the CITY.

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 2014.**

REVISED 8-1-00
REVISED 11-24-04
REVISED 7-31-08
REVISED 9-23-09
REVISED 11-12-2010
REVISED 11-18-2011

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 **Atlanta CITY** being duly authorized to do so by the Atlanta City Council.

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

Executed on behalf of the City of Atlanta
this the ____ day of _____, _____.

APPROVED:

BY: _____
MAYOR

BY: _____
COMMISSIONER

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

ATTEST:

CLERK OF THE CITY

TREASURER

Witness for the Department of Transportation:

Witness for the City:

REVISED 8-1-00
REVISED 11-24-04
REVISED 7-31-08
REVISED 9-23-09
REVISED 11-12-2010
REVISED 11-18-2011

RESOLUTION OF CITY

STATE OF GEORGIA

COUNTY OF Fulton

CITY OF Atlanta

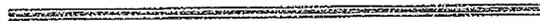
BE IT RESOLVED by the Council of the City of Atlanta and it is hereby resolved, that the foregoing attached Agreement, relative to Project BRMLB-9007-00(014), City of Atlanta be entered into by the Council, and that _____ as Mayor, and _____ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Council.

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

ATTEST:

CLERK

BY: _____
MAYOR



STATE OF GEORGIA

COUNTY OF Fulton

CITY OF Atlanta

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

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

BY: _____
CLERK

REVISED 8-1-00
 REVISED 11-24-04
 REVISED 7-31-08
 REVISED 9-23-09
 REVISED 11-12-2010
 REVISED 11-18-2011

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.

REVISED 8-1-00
REVISED 11-24-04
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REVISED 11-12-2010
REVISED 11-18-2011

5. The City will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.
6. Any consultant contracted for negotiation services for the acquisition of right of way for the City must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Brokers License in accordance with OCGA 43.40.

REVISED 8-1-00
 REVISED 11-24-04
 REVISED 7-31-08
 REVISED 9-23-09
 REVISED 11-12-2010
 REVISED 11-18-2011

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.

REVISED 8-1-00
 REVISED 11-24-04
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 REVISED 11-12-2010
 REVISED 11-18-2011

ADDENDUM I

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.

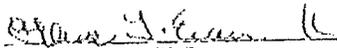
1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the 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:

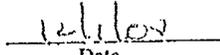
"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs 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.

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REVISED 11-24-04
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REVISED 11-12-2010
REVISED 11-18-2011

- 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.

REVISED 8-1-00
 REVISED 11-24-04
 REVISED 7-31-08
 REVISED 9-23-09
 REVISED 11-12-2010
 REVISED 11-18-2011

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.

(Do Not Write Above This Line)

**A RESOLUTION BY
TRANSPORTATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN ACQUISITION OF RIGHT OF WAY AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE COURTLAND STREET BRIDGE REPLACEMENT PROJECT; AND FOR OTHER PURPOSES.

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee

Date _____

Chair _____

Fav, Adv, Hold (See rev.side)
Action
Other

Members _____

Refer To _____

Committee

Date _____

Chair _____

Fav, Adv, Hold (See rev.side)
Action
Other

Members _____

Refer To _____

FINAL COUNCIL ACTION
 2ND 1ST & 2ND 3RD
 Readings
 Consent V Vote RC Vote

CERTIFIED

MAYOR'S ACTION

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred _____

Referred To: _____

Date Referred _____

Referred To: _____

Date Referred _____

Referred To: _____