Board of Commissioners

75 Langley Drive • Lawrenceville, GA 30046-6935
770.822.7000 • www.gwinnettcounty.com

Charlotte J. **Nash**, Chairman
Jace W. **Brooks**, District 1
Lynette **Howard**, District 2
Tommy **Hunter**, District 3
John **Heard**, District 4

gwinnettcounty

Work Session Agenda
Tuesday, May 7, 2013 - 10:00 AM

I. Call To Order

II. Approval of Agenda

III. New Business

1. Multiple Departments

2013-0374 Award BL020-13, purchase of public safety uniforms on an annual contract (May 10, 2013 through May 09, 2014), Department of Corrections, Department of Fire and Emergency Services, Department of Police Services and Sheriff's Department, to low bidders per attached recommendation letters, base bid $433,132.28. This contract is funded 43% by the Fire/EMS Fund, 36% by the Police Fund and 21% by the General Fund. (Staff Recommendation: Award)

2013-0353 Approval to renew, BL030-12, purchase of crushed stone on an annual contract (June 02, 2013 through June 01, 2014), Department of Community Services, Department of Transportation, and Department of Water Resources, to low bidders as follows: Hanson Aggregates, LaFarge North America, Martin Marietta Materials, Inc., and Vulcan Construction Materials, L.P., base amount $335,000.00. This contract is funded 45% by the General Fund, 27% by the Water and Sewer Operating Fund, 17% by the Stormwater Operating Fund, and 11% by the Recreation Fund. (Staff Recommendation: Approval)

2013-0354 Approval to renew BL034-12, purchase of field service uniforms on an annual contract (June 20, 2013 through June 19, 2014), Department of Community Services, Department of Support Services and Department of Transportation, to low responsive bidders per attached recommendation letters, base amount $56,500.00 (negotiated cost savings of approximately $565.00). This contract is funded 74% by the Recreation Fund, 21% by the General Fund and 5% by the Administrative Support Fund. (Staff Recommendation: Approval)

III. New Business

2. County Administration

2013-0404 Ratification of employment agreement with Angelia H. Parham, Director of Support Services, for recording purposes.

3. Financial Services/Maria Woods

2013-0311 Approval to renew PA021-09, residential real estate attorneys to provide legal services for the purchase and sale of residential real estate for the County's Neighborhood Stabilization Program (NSP) on an annual contract (June 09, 2013 through June 08, 2014), to the highest scoring firm, Kutak Rock LLP, base amount $100,000.00 and ratification of contract (June 09, 2012 through June 08, 2013), base amount $110,367.75. This contract is grant funded by the HUD Neighborhood Stabilization Program. (Staff Recommendation: Approval)

2013-0369 Approval of tax digest corrections, including changes to the digest, in-additions, deletions and errors discovered during the billing and collection process of the Tax Assessors and Tax Commissioner's Offices. Adjustments amount to an increase of assessed value of $11.5 thousand, a decrease in assessed value of $1.12 million for a decrease of $1.11 million for tax years 2009 thru 2012. (Staff Recommendation: Approval)

4. Fire Services/Bill Myers

2013-0362 Award BL016-13, purchase of medical supplies on an annual contract (May 09, 2013 through May 08, 2014), to low and low responsive bidders per the recommendation letter attachment A, base bid $514,420.71. This contract is funded by the Fire/EMS Fund. (Staff Recommendation: Award)

2013-0328 Approval to renew RP009-10, purchase of firefighter turnout gear on an annual contract (May 19, 2013 through May 18, 2014), to the highest scoring firm, Bennett Fire Products Company, Inc., base amount $120,370.00. This contract is funded by the Fire/EMS Fund. (Staff Recommendation: Approval)

III. New Business

5. Information Technology Services

2013-0358 Award OS119, upgrade Motorola software and hardware from version 7.11 to 7.13, with Motorola Solutions, Inc., base amount $860,000.00 (negotiated cost savings of approximately $120,000.00). Authorization for Chairman to execute contracts subject to approval of the Law Department. Contracts to follow award. This project is funded by the 2005 SPLOST Fund. (Staff Recommendation: Award)

6. Juvenile Court/Robert Rodatus

2013-0355 Approval to accept grant funds in the amount of $39,798.53 for the continuation of Gwinnett Juvenile Court CASA program. This grant is 100% funded through the Georgia Court Appointed Special Advocates with no match requirement. (Staff Recommendation: Approval)

7. Law Department/Van Stephens

2013-0308 Approval/authorization for the Chairman to execute a Cooperation Agreement between Gwinnett County, the City of Norcross, the City of Peachtree Corners, and the Gwinnett Village Community Improvement District Board, subject to review and approval by the Law Department.

2013-0334 Approval/authorization for project Simonton Road (Simonton Elementary School), project F-0771 for Declaration of Taking procedures for condemnation proceedings regarding the property of Irving Membreno-Melendez, Northeast Georgia Bank, and Simonton Spring Homeowners Association, Inc., lying and being in Land Lot 182 of the 5th District of Gwinnett County, Georgia consisting of 0.017 acres of permanent easement for construction and maintenance of slopes. Parcel 17, Tax Map No. 5-182-435, Zoning R-100. Amount $1,115.00. This project is funded by the 2009 SPLOST Program. District 4/Heard

III. New Business

7. Law Department/Van Stephens

2013-0366 Approval/authorization for the Chairman to execute a Resolution consenting to the expansion of the Gwinnett Village Community Improvement District, subject to review and approval by the Law Department.

2013-0386 Approval/authorization for project Boggs Road (Autumn Village Apartments to Old Norcross Road), project F-0807-01 for Declaration of Taking procedures for condemnation proceedings regarding the property of Alisha Investments, Inc. and Metro City Bank, lying and being in Land Lot 40 of the 7th District of Gwinnett County, Georgia consisting of 0.042 acres of permanent easement for construction and maintenance of slopes (inside floodplain), 0.139 acres of permanent easement for construction and maintenance of slopes (outside floodplain), 0.056 acres of permanent easement for construction and maintenance of drainage (inside floodplain), 1.847 acres of permanent undisturbed stream buffer easement (inside floodplain), 0.091 acres of permanent easement for access to the sanitary sewer facility (inside floodplain), and 0.043 acres of 24-month temporary driveway easement. Parcel 4, Tax Map No. 7-040-001, Zoning C-2. Amount. $22,800.00. This project is funded by the 2009 SPLOST Program. District 4/Heard

2013-0387 Approval/authorization for project Boggs Road (Autumn Village Apartments to Old Norcross Road), project F-0807-01 for Declaration of Taking procedures for condemnation proceedings regarding the property of Brisben Georgia I, Limited Partnership, SunAmerica Life Insurance Company, Federal Home Loan Mortgage Corporation, lying and being in Land Lot 41 of the 7th District of Gwinnett County, Georgia consisting of 0.023 acres of required right of way, 0.168 acres of permanent easement for construction and maintenance of slopes, and 0.010 acres of permanent easement for construction and maintenance of drainage. Parcel 3, Tax Map No. 7-041-253, Zoning RM-13, Amount $27,300.00. This project is funded by the 2009 SPLOST Program. District 1/Brooks

III. New Business

8. Planning & Development/Bryan Lackey

2013-0330 Approval of CaseSNC2013-00001 Applicant: Brand Properties, LLC. Street Name Change from Tech Center Drive to Ballpark Lane. District 7, Land Lot 132 & 147. District 1/Brooks

2013-0331 Approval of CaseSNC2013-00002 Applicant: Duke Realty. Street Name Change from Legacy Parkway to Primerica Parkway. District 7, Land Lot 116. District 1/Brooks

9. Police Services/Charlie Walters

2013-0237 Approval/authorization for the Chairman to execute a Memorandum of Understanding (MOU) with the Georgia State Patrol (GSP). This MOU serves to clarify and solidify the respective roles of GSP and Gwinnett County Police with regards to incidents and crash investigations within Gwinnett County and to establish a sublease of 1645 Pleasant Hill Road, Duluth, Georgia. Subject to review and approval by the Law Department. (Staff Recommendation: Approval)

2013-0352 Approval/authorization for the Chairman to execute an Intergovernmental Agreement to provide Hazardous Devices Unit/Chemical, Biological, Radiological, Nuclear, Explosive/Joint Terrorism Task Force Unit Services to the City of Auburn, City of Berkley Lake, Town of Braselton, City of Buford, City of Dacula, City of Duluth, City of Grayson, City of Lawrenceville, City of Lilburn, City of Loganville, City of Norcross, City of Peachtree Corners, City of Rest Haven, City of Snellville, City of Sugar Hill, City of Suwanee, Georgia. No cost associated. Subject to approval by the Law Department. (Staff Recommendation: Approved)

III. New Business

9. Police Services/Charlie Walters

2013-0364 Approval/authorization to accept a grant awarded by the Georgia Emergency Management Agency (GEMA), Department of Homeland Security (DHS) in the amount of $340,766.00. These funds were awarded to the Gwinnett County Police Departments Hazardous Devices Unit and will be used to purchase explosive detection equipment. Approval/Authorization for the Chairman or designee to execute grant documents and any other necessary documents, subject to review by the Law Department. The grant is 100% funded through GEMA with no matching requirements. (Staff Recommendation: Approve)

2013-0365 Approval/authorization to accept a grant awarded by the Georgia Emergency Management Agency (GEMA), Department of Homeland Security (DHS) in the amount of $60,000.00. These funds were awarded to the Gwinnett County Police Departments Hazardous Devices Unit and will be used to purchase explosive detection equipment. Approval/Authorization for the Chairman or designee to execute grant documents and any other necessary documents, subject to review by the Law Department. The grant is 100% funded through GEMA with no matching requirements. (Staff Recommendation: Approve)

10. Sheriff/R. L. Conway

2013-0368 Award RP025-12, provision of inmate coinless and pay telephone equipment at the Gwinnett County Detention Center on an annual contract (July 15, 2013 through July 14, 2014), to the highest scoring firm Securus Technologies, Inc., estimated revenue $1,000,000.00 (this represents a 30.3% increase in commission over the last contract). Authorization for Chairman to execute contracts subject to approval by the Law Department. Contracts to follow award. (Staff Recommendation: Award)

III. New Business

11. Support Services

2013-0329 Award OS116, phase VI of the HVAC controls system replacement at Gwinnett Justice and Administration Center, with Honeywell Building Solutions, $582,250.00. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This project is funded by the Capital Project Fund. (Staff Recommendation: Award)

2013-0350 Award OS117, purchase of a prisoner transport bus, to National Bus Sales and Leasing, Inc., utilizing a State of Georgia competitively procured agreement, base amount $201,993.00. This contract is funded by the Capital Vehicles and Fleet Equipment Fund. (Staff Recommendation: Award)

2013-0351 Award OS118, purchase of industrial construction equipment, to Border Equipment, utilizing a State of Georgia competitively procured agreement, base amount $704,427.53. This contract is funded by the Vehicle Replacement Fund. (Staff Recommendation: Award)

12. Tax Commissioner/Richard Steele

2013-0332 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Grayson. Subject to review and approval by the Law Department.

2013-0333 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, Streetlight and Sanitation Fee Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Lilburn. Subject to review and approval by the Law Department.

III. New Business

12. Tax Commissioner/Richard Steele

2013-0383 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, Stormwater Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Sugar Hill. Subject to review and approval by the Law Department.

2013-0390 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Peachtree Corners. Subject to review and approval by the Law Department.

2013-0392 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Lawrenceville. Subject to review and approval by the Law Department.

2013-0393 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Berkeley Lake. Subject to review and approval by the Law Department.

2013-0410 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection and Sanitation Fee Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Dacula. Subject to review and approval by the Law Department.

2013-0411 Approval/authorization for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, Stormwater Fee Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Snellville. Subject to review and approval by the Law Department.

III. New Business

13. Transportation/Kim Conroy

2013-0336 Award BL024-13, SR 20 (Peachtree Industrial Boulevard to Burnette Trail) major roadway improvements project, project number F-0019-01, Georgia DOT project number MSL00-0004-00(430), P.I. 0004430, to low bidder, C.W. Matthews Contracting Company, Inc., amount not to exceed $31,826,681.64. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the Georgia Department of Transportation. District 1/Brooks (Staff Recommendation: Award)

2013-0345 Award BL026-13, bridge rehabilitation services, to low bidder, Gregory Bridge Company, amount not to exceed $130,000.00. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the 2009 SPLOST Program. (Staff Recommendation: Award)

2013-0377 Award BL037-13, Boggs Road (Old Norcross Road-Breckinridge Boulevard), pedestrian safety improvements project, project number G-0111-000003-0004, to low bidder, I.S.C., Inc., amount not to exceed $383,661.00. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the Federal Transit Administration (FTA). District 1/Brooks and District 4/Heard (Staff Recommendation: Award)

2013-0367 Approval to apply and accept, if awarded, a Local Maintenance and Improvement Grant from the Georgia Department of Transportation for the SR 20 (I-985 to South Lee Street) roadway widening project. The grant request is for $250,000.00 requiring a county match of $75,000.00. Approval for Chairman to execute any and all related documents, subject to approval by Law Department. District 4/Heard (Staff Recommendation: Approval)

III. New Business

13. Transportation/Kim Conroy

2013-0340 Approval/authorization for Chairman to execute an Agreement with the City of Suwanee to upgrade the Suwanee Dam Road Multi-Use Path project, F-0801, from Peachtree Industrial Boulevard to Buford Highway. The City will provide a lump sum payment in the amount of $30,500.00 for the upgrade of the path from standard asphalt to concrete. Authorization for Chairman to execute any and all related necessary documents, subject to approval by Law Department. The construction is funded 93% by the 2009 SPLOST Program and 7% by the City of Suwanee. District 1/Brooks (Staff Recommendation: Approval)

2013-0344 Award BL028-13, Suwanee Dam Road (Peachtree Industrial Boulevard to Buford Highway) pedestrian safety, project number F-0801, Suwanee Dam Road (Buford Highway to Peachtree Industrial Boulevard) automated traffic management system/intelligent transportation system (ATMS/ITS), project number M-0685-15, and Suwanee Dam queuing lane (North Gwinnett High School) school safety project, project number F-0740-02, to low responsive bidder, Baldwin Paving Company, Inc., amount not to exceed $660,411.98. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded 95.4% by the 2009 SPLOST Program and 4.6% by the City of Suwanee. District 1/Brooks (Staff Recommendation: Award)

2013-0359 Approval/authorization for the Chairman to execute an Indemnity Agreement with the Georgia Department of Transportation for the installation of roadway lighting on SR 120 from Satellite Boulevard to Meadowbrook Parkway, estimated operating costs $752.64, estimated revenue $806.00. Subject to approval by Law Department. District 1/Brooks (Staff Recommendation: Approval)

III. New Business

13. Transportation/Kim Conroy

2013-0360 Approval/authorization for Chairman to execute Supplemental Agreement No 1, Final with Astra Group, Inc. for the Western Gwinnett Bikeway (Summerchase Drive - Howell Ferry Road) project, F-0339, GaDOT Project No. STP00-000E-00(195), P.I. No. 171562 and the Western Gwinnett Bikeway (Howell Ferry Road - Pleasant Hill Road) project, F-0341, GaDOT Project No. CM000-00SW-00(029), P.I. No. 171344, total increase $69,117.76, total reduction - $115,362.47; revised contract amount of $1,152,643.29. This is the final change order for this contract. This contract is funded 69.8% by the Georgia Department of Transportation and 30.2% by the 2009 SPLOST Program. District 1/Brooks (Staff Recommendation: Approval)

2013-0361 Ratification of various work authorizations with Moreland Altobelli Associates, Inc., total cost $1,598,595.61. These projects are funded 56.6% by the 2009 SPLOST Program and 43.4% by the 2005 SPLOST Program. (Staff Recommendation: Approval)

14. Water Resources/Ron Seibenhener

2013-0341 Award BL015-13, Kenvilla sewer pump station decommissioning and gravity sewer project, to low bidder, John D. Stephens, Inc., amount not to exceed $373,622.50. Authorization for Chairman to execute contracts subject to approval of the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the Water & Sewer Renewal & Extension Fund. District 2/Howard (Staff Recommendation: Award)

2013-0306 Approval to renew BL032-10, sanitary sewer easement maintenance program on an annual contract (May 19, 2013 through May 18, 2014), to the low bidder, The Dickerson Group, Inc., base bid $1,193,990.00. This contract is funded by the Water and Sewer Operating Fund. (Staff Recommendation: Approval)

III. New Business

14. Water Resources/Ron Seibenhener

2013-0325 Approval/authorization for the Chairman to execute Change Order No, 2-final to the contract with Site Engineering, Inc., reducing the contract amount by $326,934.00 for work associated with the Water Systems Instrumentation and Monitoring project - Phase 2. The contract amount is adjusted from $1,062,570.00 to $735,636.00. Subject to approval by the Law Department. This project is funded by the Water and Sewer Renewal and Extension Fund. (Staff Recommendation: Approval)

2013-0375 Approval/authorization for the Chairman to execute Change Order No. 1-Final to the contract with Georgia Development Partners, LLC, reducing the amount by $20,981.61 for work associated with the Lilburn City Park Stream Restoration and Stormwater BMP project. The contract is adjusted from $793,203.43 to $772,221.82. Subject to approval by the Law Department. This project is funded by the Water and Sewer Renewal and Extension Fund. District 2/Howard (Staff Recommendation: Approval)

2013-0376 Approval/authorization for the Chairman to execute Change Order No. 1 to the contract with John D. Stephens, Inc., increasing the amount by $155,764.43 with no extension to the contract time, for work associated with the Norris Lake Pump Station and Force Main project. The contract amount is adjusted from $8,365,436.00 to $8,521,200.43. Subject to approval by the Law Department. District3/Hunter

IV. Adjournment

M E M O R A N D U M

To: Chairman Charlotte J. Nash
District 1 Commissioner Brooks
District 2 Commissioner Howard
District 3 Commissioner Hunter
District 4 Commissioner Heard

From: Emily Fehn, Communications Office

The following item(s) will be on the agenda for the BOC public hearing on May 7, 2013, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

1) **Resolution of Recognition:** National Nurses' Week, May 6 – 12, 2013
Requested by: Chairman Charlotte J. Nash
Attendee(s): Representatives from Eastside Medical Center and Gwinnett Medical Center
Presented by: Chairman Charlotte J. Nash

2) **Resolution of Recognition:** National Hospital Week, May 12 – 18, 2013
Requested by: Chairman Charlotte J. Nash
Attendee(s): Representatives from Eastside Medical Center and Gwinnett Medical Center
Presented by: Chairman Charlotte J. Nash

3) **Resolution of Recognition:** National Tourism Week, May 4 – 12, 2013
Requested by: Chairman Charlotte J. Nash
Attendee(s): Representatives from the Gwinnett Convention and Visitors Bureau and the Lawrenceville Tourism and Trade Association
Presented by: Chairman Charlotte J. Nash

4) **Resolution of Recognition:** Older Americans Month, May 2013
Requested by: Phil Hoskins, Community Services Director
Attendee(s): Jamie Cramer, Senior Services Manager
Presented by: Chairman Charlotte J. Nash

c:
Glenn Stephens
Joe Sorenson
Heather Sawyer
Diane Kemp
Tina King
Cindy Amason
Aaron Bovos
Debbie Savage
Debbie Hale
Michelle Patterson
Heather Smith

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130374	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Financial Services			Date Submitted:	04/16/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - HC			Multiple Depts?	Yes
Budget Type:	Operating			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

BL020-13, purchase of public safety uniforms on an annual contract (May 10, 2013 through May 09, 2014), Department of Corrections, Department of Fire and Emergency Services, Department of Police Services and Sheriffs Department, to low bidders per attached recommendation letters, base bid $433,132.28. This contract is funded 43% by the Fire/EMS Fund, 36% by the Police Fund and 21% by the General Fund.

Attachments	Summary sheet, justification letter, tabulation
Authorization: Chairman's Signature?	No
Staff Recommendation	Award
Department Head	mbwoods (4/19/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested:

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various	*	$433,132	ajbovos (4/22/2013)

Finance Comments: * The current balance in each fund is checked as items are purchased. The requested allocation is a county-wide estimate based on the recommended base bid. For FY 2013, $288,002 is allocated and $145,130 is subject to budget approval for FY 2014.

County Clerk Use Only

PH was Held? ☐

Working Session:

Action: New Item

Tabled:

Motion:

2nd by:

Vote:

SUMMARY – BL020-13

Purchase of Public Safety Uniforms on an Annual Contract

PURPOSE:	To provide uniforms for all Gwinnett County public safety departments, including Police, Corrections, Sheriff and Fire.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$433,132.28
PREVIOUS CONTRACT AWARD AMOUNT:	$132,681.15 - BL046-11 $214,248.75 - BL056-11 $193,744.62 - BL024-12 $540,674.52*
AMOUNT SPENT PREVIOUS CONTRACT:	$366,624.65
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	+ 4.6% Increase
NUMBER OF BIDS/PROPOSALS MAILED:	73 90 Website viewings
NUMBER OF RESPONSES:	7
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	Yes 3
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	May 10, 2013 through May 09, 2014

COMMENTS: *The previous award amount is a combination of three public safety uniform bids.

Department of Corrections

750 Hi-Hope Road • Lawrenceville, GA 30043
(tel) 678.407.6000 • (fax) 678.407.6003
www.gwinnettcounty.com

gwinnettcounty

MEMORANDUM

TO: Holly Cafferata, Purchasing Associate III
Purchasing Division

FROM: Darlesa Barron
Corrections

SUBJECT: Recommendation for BL020-13, Purchase of Public Safety Uniforms on an Annual Contract

DATE: March 8, 2013

The Department of Corrections recommends award of the bid to the low bidders as follows.

Section C – Corrections
T&T Uniforms South, Inc. – Item #1
Uniform Sales of America, Inc. – Item #2, #3, #4, #5, #6, #7, and #9
Red the Uniform Tailor, Inc. – Item #8 and #14
Koppel Advertising, Inc. – Item #11 and #12
Command Uniforms – Item #13

Sections E and F to all awarded vendors.

Amount spent previous contract $ 10,012.06
Estimated amount to be spent for current contract $10,000.00

1. Total obligations requested: $10,000.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Darlesa Barron Contact phone: 678-407-6050
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	001	114001	22010001	50701198		$9,000.00
2014	001	114001	22010001	50701198		$1,000.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

c: File

Department of Fire and Emergency Services

408 Hurricane Shoals Road NE
Lawrenceville, GA 30046-4406
678.518.4800 • fax 678.518.4806
www.gwinnettfire.org

gwinnettcounty

Bill Myers, Fire Chief/Director
Casey Snyder, Assistant Chief
Dan Hansen, Assistant Chief
Stephen Hrustich, Assistant Chief
Jere Jordan, Division Director

MEMORANDUM

TO: Holly Cafferata
Purchasing Division

FROM: Yvonne Shannon, Warehouse Manager
Department of Fire and Emergency Services

THRU: Dan Hansen Assistant Chief Business Services
Department of Fire and Emergency Services

SUBJECT: Recommendation to Award BL020-13; Purchase of Public Safety Uniforms on an Annual Contract

DATE: April 10, 2013

The Department of Fire and Emergency Services recommends award of the above referenced procurement to the following low bidders:

Section D:
Command Uniforms: 14
Koppel Advertising, Inc.: 6, 7, 10, 11
Red the Uniform Tailor, Inc.: 12, 13 (awarded together for compatibility)
T&T Uniforms South, Inc.: 15
Uniform Sales of America, Inc.: 1-5, 8-9, 16-21 (16-21 awarded together for compatibility)

Sections E and F to all awarded vendors.

Amount spent previous contract period: $153,836.45

1. Total obligations requested: $187,215.00

2. Do total obligations agree with "Action Requested"? Yes X No _____

3. Budgeted: Yes X No _____

4. Contact name: Yvonne Shannon Contact phone: 678-518-4874

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	102	115100	23011001	50701198		$109,208.75
2014	102	115100	23011001	50701198		$78,006.25

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

MEMORANDUM

TO: Holly Cafferata
Purchasing Division

THRU: Marcia C. Smith, Projects/Grants Manager
Police Services

FROM: Joyce Martin, Business Manager
Police Services

SUBJECT: Recommendation for BL020-13, Purchase of Public Safety Uniforms on an Annual Contract

DATE: March 29, 2013

The Department of Police Services recommends award of Public Safety Uniforms low bidders below:

Section A – Item #:
1. Red the Uniform Tailor, Inc.
2. Red the Uniform Tailor, Inc.
3. T & T Uniforms South, Inc.
4. Red the Uniform Tailor, Inc.
5. Command Uniforms
6. Koppel Advertising
7. Uniform Sales of America, Inc.
8. Uniform Sales of America, Inc.
9. Uniform Sales of America, Inc.
10. Uniform Sales of America, Inc.
11. Uniform Sales of America, Inc.
12. Uniform Sales of America, Inc.
13. Command Uniforms
14. Nafeco
15. T & T Uniforms South, Inc.
16. Red the Uniform Tailor, Inc.
17. Uniform Sales of America, Inc.
18. Command Uniforms
19. Koppel Advertising
20. Koppel Advertising
21. Uniform Sales of America, Inc.
22. Uniform Sales of America, Inc.
23. Uniform Sales of America, Inc.
24. Uniform Sales of America, Inc.
25. Uniform Sales of America, Inc.
26. Smyrna Police Distributors

Sections E and F to all awarded vendors.

- Amount spent for previous contract: $129,673.69

1. Total obligations requested: $155,504.58

2. Do total obligations agree with "Action Requested"? Yes X No _____

3. Budgeted: Yes X No _____

4. Contact name: Joyce Martin (mcs) Contact phone: 770-513-5053

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	106		21200017	50701198		$129,587.15
2014	106		21200017	50701198		$25,917.43

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

MEMORANDUM

TO: Holly Cafferata, Purchasing Associate III
Charlotte Quilliams, Sheriff's Department

FROM: Cpl. William Dale, Sheriff's Department

SUBJECT: Recommendation for BL020-13; Purchase of Public Safety Uniforms on an Annual Contract.

DATE: 4/8/2013

The Sheriff's Office recommends the following vendors for contract BL020-13, Purchase of Public Safety Uniforms on an Annual Contract. The following items are listed under section B for the Sheriff's Office.

Item #1-Red the Uniform Tailor
Item #2-Uniform Sales of America
Item #3-Uniform Sales of America
Item #4-Uniform Sales of America
Item #5-Uniform Sales of America
Item #6-Uniform Sales of America
Item #7-Uniform Sales of America
Item #8-Red the Uniform Tailor
Item #9-Red the Uniform Tailor
Item #10-Red the Uniform Tailor
Item #11-Koppel
Item #12-Koppel
Item #13-Command Uniforms
Item #14-Koppel
Item #15-Koppel
Item #16-Koppel
Item #17-Command Uniforms
Item #18-Command Uniforms
Item #19- T&T Uniforms South
Item #20-Red the Uniform Tailor
Item #21-Command Uniforms
Item #22-Command Uniforms
Item #23-Command Uniforms
Item #24-Red the Uniform Tailor

Sections E and F to all awarded vendors.

Total dollar amount expended during this contract period: **$73,102.45**

Estimated amount to be spent for current contract period: **$80,412.70**

1. Total obligations requested: **$80,412.70**
2. Do total obligations agree with "Action Requested"? **Yes X** No ____
3. Budgeted: **Yes X** No _____
4. Contact name: **William Dale** Contact phone: **770-619-6403**
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	001	119000	2703001	50701198		$40,206.35
2014	001	119000	2703001	50701198		$40,206.35

6. Transfer required: Yes No X

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130353	20120345

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Financial Services			Date Submitted:	04/12/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - HC			Multiple Depts?	Yes
Budget Type:	Operating			Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

to renew, BL030-12, purchase of crushed stone on an annual contract (June 02, 2013 through June 01, 2014), Department of Community Services, Department of Transportation, and Department of Water Resources, to low bidders as follows: Hanson Aggregates, LaFarge North America, Martin Marietta Materials, Inc., and Vulcan Construction Materials, L.P., base amount $335,000.00. This contract is funded 45% by the General Fund, 27% by the Water and Sewer Operating Fund, 17% by the Stormwater Operating Fund, and 11% by the Recreation Fund.

Attachments	Summary sheet, justification letters
Authorization: Chairman's Signature?	No
Staff Recommendation	Approval
Department Head	mbwoods (4/19/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☐ As To Form ☒ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various	*	$ 335,000	ajbovos (4/22/2013)
Finance Comments	* The current balance in each fund is checked as services are provided. The requested allocation is a county-wide estimate based on the recommended base bid. For FY 2013, $206,850 is allocated and for FY 2014, $128,150 is subject to budget approval.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – BL030-12
Purchase of Crushed Stone on an Annual Contract

PURPOSE:	Various size and grades of stone used for roads, backfill, ditches, erosion control and foundations.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$335,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	$329,924.60
AMOUNT SPENT PREVIOUS CONTRACT:	$272,261.25
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	2% Increase
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option one (1) of one (1).
MARKET PRICES COMPARISON (FOR RENEWALS):	A market analysis reveals price increases in this industry of approximately six percent. However, this contract is being renewed with a two percent increase.
PROPOSED CONTRACT TERM:	June 03, 2013 through June 02, 2014

COMMENTS:

MEMORANDUM

THRU: Phil Hoskins, Director
Community Services

TO: Holly Cafferata
Purchasing Division

FROM: Erica Potts-Cameron
Community Services

SUBJECT: BL030-12 Purchase of Crushed Stone on an Annual Contract

DATE: April 3, 2013

The Department of Community Services recommends renewal of the above referenced procurement to Hanson Aggregates, LaFarge North America, Martin Marietta Materials, Inc., and Vulcan Construction Materials, L.P.

This project is funded 100% by the Recreation Fund.

Amount spent previous contract:	$25,000.00
Estimated amount to be spent:	$35,000.00

1. Total obligations requested: $35,000.00

2. Do total obligations agree with "Action Requested"? Yes X No _____

3. Budgeted: Yes X No _____

4. Contact name: Myra Taylor Contact phone: 8836

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	105	116008	24070014	50701103		$14,500.00
2014	105	116008	24070014	50701103		$20,500.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

M E M O R A N D U M

TO: Holly Cafferata
Purchasing Associate III

FROM: Martin K. Conroy, P.E., Director
Transportation

SUBJECT: **Recommendation for BL030-12, Purchase of Crushed Stone on an Annual Contract**

DATE: February 4, 2013

The Department of Transportation recommends renewal of the above referenced Procurement to Hanson Aggregates, LaFarge North America, Martin Marietta Materials, Inc, and Vulcan Construction Materials, LP in the amount of $150,000.00.

This contract is funded by the General Operating Fund. All Commission Districts

Amount spent previous contract $ 146,250.00
Estimated amount to be spent for current contract $150,000.00

1. Total obligations requested: $ 150,000.00

2. Do total obligations agree with "Action Requested"? Yes X No _____

3. Budgeted: Yes X No _____

4. Contact Name: Kevin Coyle Contact Number: 770.822.7414

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item / GL	WBS Element	Amount
2013	001		17020001	50701103		$87,500.00
2014	001		17020001	50701103		$62,500.00

6. Transfer required: Yes _____ No X If yes, transfer form:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item / GL	WBS Element	Amount

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
(678) 376-6700

MEMORANDUM

TO: Holly Cafferata, Purchasing Associate III
Purchasing Division

FROM: Bill Hallman, Warehouse Manager
Department of Water Resources

Richard Platto, Financial Manager
Department of Water Resources

SUBJECT: Recommendation for Renewal for BL030-12: Purchase of Crushed Stone on an Annual Contract

DATE: March 6, 2013

The Department of Water Resources recommends the renewal of the above referenced procurement to: Vulcan Construction Materials L.P., LaFarge North America, Martin Marietta Materials and Hanson Aggregates. DWR picks up all their material; therefore, DWR chooses not to use the option of delivery.

Amount Spent Previous Contract: $101,011.25
Estimated Amount to be Spent for Current Contract: $150,000.00

1. Total Obligations Requested: $150,000.00
2. Do Total Obligations Agree with "Action Requested"? Yes ___X___ No _____
3. Budgeted: Yes ____X____ No _____
4. Contact Name: Richard Platto – Contact Phone: 678-376-6879
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	501	111004	19040004	50404216		$1,500.00
2013	501	111004	19040005	50404216		$300.00
2013	501	111008	19080002	50404233		$34,350.00
2013	501	111008	19080003	50404216		$27,000.00
2013	501	111008	19080007	50404233		$500.00
2013	501	111009	19090007	50404216		$700.00
2013	590	111011	19110001	50404205		$40,500.00
2014	501	111004	19040004	50404216		$750.00
2014	501	111004	19040005	50404216		$200.00
2014	501	111008	19080002	50404233		$15,000.00
2014	501	111008	19080003	50404216		$10,500.00
2014	501	111008	19080007	50404233		$300.00
2014	501	111009	19090007	50404216		$400.00
2014	590	111011	19110001	50404205		$18,000.00

6. Transfer Required: Yes _____ No __X____ - If Yes, Transfer From: _____

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130354	20120520

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Financial Services			Date Submitted:	04/12/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - HC			Multiple Depts?	Yes
Budget Type:	Operating			Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

to renew BL034-12, purchase of field service uniforms on an annual contract (June 20, 2013 through June 19, 2014), Department of Community Services, Department of Support Services and Department of Transportation, to low responsive bidders per attached recommendation letters, base amount $56,500.00 (negotiated cost savings of approximately $565.00). This contract is funded 74% by the Recreation Fund, 21% by the General Fund and 5% by the Administrative Support Fund.

Attachments	Summary sheet, justification letters
Authorization: Chairman's Signature?	No
Staff Recommendation	Approval
Department Head	mbwoods (4/19/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☐ As To Form ☒ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various	*	$56,500	ajbovos (4/22/2013)
Finance Comments	* The current balance in each fund is checked as services are provided. The requested allocation is a county-wide estimate based on the recommended base bid. For FY 2013, $34,250 is allocated and for FY 2014, $22,250 is subject to budget approval.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – BL034-12
Purchase of Field Service Uniforms on an Annual Contract

PURPOSE:	To provide field service uniforms for the Departments of Community Services, Support Services and Transportation.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$56,500.00*
PREVIOUS CONTRACT AWARD AMOUNT:	$113,967.05
AMOUNT SPENT PREVIOUS CONTRACT:	$88,895.09
INCREASE/DECREASE (UNIT PRICES FROM PREVIOUS CONTRACT):	2% Increase
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option one (1) of two (2).
MARKET PRICES COMPARISON (FOR RENEWALS):	A market analysis of this industry reveals a price increase of approximately 5%. However, this contract will be renewed with a 2% increase.
PROPOSED CONTRACT TERM:	June 20, 2013 through June 19, 2014

COMMENTS: Through successful negotiations a cost savings of approximately $565.00 was achieved without a reduction in the scope of services.

*Expenditures for the Department of Water Resources are not reflected on the summary sheet because they did not wish to renew this contract. Although this contract is less than $100,000.00, the Purchasing Ordinance requires all subsequent renewals to be approved by the Board of Commissioners if the original award was approved by the Board of Commissioners.

MEMORANDUM

THRU: Phil Hoskins, Director
Community Services

TO: Holly Cafferata
Purchasing Division

FROM: Erica Potts-Cameron
Community Services

SUBJECT: BL034-12 Purchase of Field Service Uniforms on an Annual Contract

DATE: April 3, 2013

This project is funded 100% by the Recreation Fund. Commission Districts - All

Amount spent previous contract	$41,000.00
Estimated amount to be spent	$42,000.00

The Department of Community Services recommends renewal of the above referenced procurement to the lowest responsive bidders: ARAMARK Uniform and Career Apparel, Inc. Keepers, Inc.; Nafeco; Tactical Gear Supply Co., Inc.; Smyrna Police Distributors Uniform Sales of America, Inc.

1. Total obligations requested: $42,000.00

2. Do total obligations agree with "Action Requested"? Yes X No ____

3. Budgeted: Yes X No ____

4. Contact name: Myra Taylor Contact phone: 8836

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	105	116008	24070014	50701198		$16,750.00
2014	105	116008	24070014	50701198		$16,750.00
2013	105	116015	24140002	50701198		$3,000.00
2014	105	116015	24140002	50701198		$3,000.00
2013	105	116005	24040004	50701198		$1,250.00
2014	105	116005	24040004	50701198		$1,250.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

MEMORANDUM

TO: Holly Cafferata, Purchasing Associate III
Purchasing Division

FROM: Sheree Penn, Building Services Manager
DOSS/Facilities Management

SUBJECT: Renewal of BL034-12 for Purchase of Field Services Uniforms

DATE: January 18, 2013

The Facilities Management Division of the Department of Support Service would like to renew award of the above referenced procurement by to the overall low bidder by line item.

Section B:
Aramark Uniform
Keeprs.Inc
Smyrna Police Distributors
Tactical Gear Supply Co.

Amount spent previous contract (Facilities Management) $768.00
Estimated amount to be spent for current contract $2,500.00

1. Total obligations requested: $2,500.00 (Support Services)

2. Do total obligations agree with "Action Requested"? Yes X No ____

3. Budgeted: Yes X No ____

4. Contact name: Sheree Penn Contact phone: 770-822-7101

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	665	160000	16600004	50701198		$1,250.00
2014	665	160000	16600004	50701198		$1,250.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

M E M O R A N D U M

TO: Holly Cafferata
Purchasing Associate III

FROM: Martin K. Conroy, P.E., Director
Transportation

SUBJECT: **Recommendation for BL034-12, Field Service Uniforms on an Annual Contract**

DATE: February 4, 2013

The Department of Transportation recommends renewal of the above referenced Procurement to ARAMARK Uniform & Career Apparel LLC, Keeprs, NAFECO, Smyrna Police Distributors, Tactical Gear Supply Co., Inc., and Uniform Sales of America, Inc.

This contract is funded by the General Operating Fund. All Commission Districts

Amount spent previous contract $ 10,588.00
Estimated amount to be spent for current contract $12,000.00

1. Total obligations requested: $ 12,000.00

2. Do total obligations agree with "Action Requested"? Yes X No

3. Budgeted: Yes X No

4. Contact Name: Kevin Coyle Contact Number: 770.822.7414

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item / GL	WBS Element	Amount
2013	001		17020001			$6,000.00
2013	001		17020002			$3,000.00
2013	001		17020003			$3,000.00

6. Transfer required: Yes No X If yes, transfer form:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item / GL	WBS Element	Amount

MEMORANDUM

TO: Holly Cafferata
Purchasing Associate III

FROM: Bill Hallman
Warehouse and Central Facility Building Manager

THRU : Richard Platto
Division/Section Manager

SUBJECT: Recommendation for Non-Renewal of Field Service Uniforms Contract

DATE: April 16, 2013

The Department of Water Resources does not wish to renew the Field Service Uniforms contract due to the amount of vendors that are used, which has therefore led to various issues with uniform ordering, uniform receiving, and so forth. For one uniform request paper, three items can be requested, and yet all three items have to be ordered from three separate vendors. This takes far more time to do uniform ordering, and each different vendor has a different time constraints for uniforms to be delivered, as well as different times for items that are on backorder. This also constitutes the same payment restrictions due to multiple vendors.

Amount spent previous contract $36,539.09
Estimated amount to be spent for current contract $0.00

1. Total obligations requested: $0.00

2. Do total obligations agree with "Action Requested"? Yes X No ____

3. Budgeted: Yes X No _____

4. Contact name: Richard Platto Contact phone: 678-376-6879

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130404	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	County Administration			Date Submitted:	04/26/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Glenn Stephens			Multiple Depts?	No
Budget Type:	Operating			Special Routing:	
Agenda Type	Ratification	Rezoning Type			

Item of Business: Locked by Purchasing: No

of employment agreement with Angelia H. Parham, Director of Support Services, for recording purposes.

Attachments	Resolution, Employment Contract

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	gpstephens (5/1/2013)
Attorney	mvstephens (5/2/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	*	ajbovos (5/2/2013)

Finance Comments	*Funding appropriated within fiscal year 2013 budget.

County Clerk Use Only

PH was Held? ☐

Working Session

Action: New Item

Tabled

Motion

2nd by

Vote

A RESOLUTION OF THE GWINNETT COUNTY BOARD OF COMMISSIONERS RATIFYING FOR RECORDING PURPOSES EMPLOYMENT CONTRACT

WHEREAS, the County Administrator has previously been delegated by the Board of Commissioners authority to appoint Deputies and Department Directors and to fix the compensation of appointive officers and employees of Gwinnett County within guidelines established by the Board of Commissioners;

WHEREAS, the County Administrator has likewise been delegated the authority to execute employment agreements with his Deputies and with Department Directors that set forth the terms and conditions of their employment in accordance with guidelines set by the Board of Commissioners;

WHEREAS, the County Administrator has appointed **Angelia H. Parham, Director of Support Services** and has entered into an employment agreement with her; and

WHEREAS, the Board of Commissioners now desires to ratify for recording purposes this employment agreement pursuant to O.C.G.A. § 36-10-1;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the Employment Agreement with **Angelia H. Parham**, attached hereto, is hereby ratified for recording pursuant to O.C.G.A. § 36-10-1.

SO RESOLVED by official act of the Board of Commissioners of Gwinnett County this 7th day of May, 2013.

_____
Charlotte J. Nash, Chairman

ATTEST:

_____
Clerk/Deputy Clerk

APPROVED AS TO FORM:

_____
Van Stephens
Acting County Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this **29th day of April, 2013**, (the "Effective Date") by and between Gwinnett County, Georgia (hereinafter, "Employer") and **ANGELIA H. PARHAM** (hereinafter, ("Employee") (collectively, "the Parties"), effective on the date first appearing above, as follows:

THEREFORE, in consideration of the payments, covenants and promises described below, and in consideration of other goods and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ***EMPLOYMENT AT-WILL; INDEFINITE TERM***: Employee acknowledges and agrees that this Agreement does not alter the at-will employment relationship under which Employee was first employed and that Employee holds an appointed position which Employee shall hold for such time as the Employer is in need of or desirous of the Employee's services. Employee further acknowledges and agrees that the duration of Employee's employment is indefinite as is the term of this Agreement and that either party may terminate the employment relationship and this Agreement at any time and for any reason.

2. ***TITLE, DUTIES, AND OBLIGATIONS***: Employee shall hold the title of **Director of Support Services** and shall serve as the chief management official for the Department of Support Services. Employee's duties and responsibilities include those set forth on the job description which is Exhibit A hereto. Employee may be given any further duties as may be delegated to Employee from time to time by the County Administrator. Employee shall report to the County Administrator. Employee shall serve the County loyally, diligently and effectively, and she shall at all times exert Employee's best efforts to promote the success of the County. Employee shall devote all Employees' time, energy, and ability to the interests of the County and to the discharge of Employee's duties and responsibilities in an efficient, trustworthy, and businesslike manner. Employee shall do nothing which will in any way impair or prejudice the good name or reputation of the County. Employee agrees not to undertake any outside employment including independent contractor or consulting arrangements nor to serve on the board of any civic or charitable group without obtaining the prior written consent of the County Administrator.

3. TERMS AND CONDITIONS: The County Administrator Policy File/Human Resources Management Policies, as they may from time to time be amended or supplemented, are made a part of this Agreement as if fully set forth herein to the extent that they may apply to positions at the appointed management level.

4. COMPENSATION DURING EMPLOYMENT: For Employee's active, full-time service as Director of Support Services, Employee shall be paid at the rate of **Five Thousand Seventy-Six Dollars and Ninety-Two/Hundreds ($5,076.92)** per bi-weekly period for an annual salary **of One Hundred Thirty-Two Thousand Dollars and No Cents ($132,000.00)** (hereinafter referred to as the "base salary"). In addition to Employee's base salary, the County will pay the following:

A. COLA, etc.: Employee shall also receive any cost of living adjustments, across-the-board pay increases, longevity pay, market adjustments, and other increases or compensation given to County employees generally by the Employer.

B. Auto Allowance/Vehicle: Employee shall in addition receive a bi-weekly automobile allowance of **$160.00**. The Employee shall not be eligible for mileage reimbursements.

C. Performance Evaluation: Employee shall be eligible for annual pay for performance increases pursuant to Section 101.103 of the Human Resources Management Policies or in a manner determined by the County Administrator for application to all Department Directors.

5. *BENEFITS DURING EMPLOYMENT*:

A. General Statement: The terms of all Employer-provided employee benefits plans and policies, whether for group health and accident, disability, life insurance, vacation, sick leave, retirement and pension, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees.

B. Defined Contribution Retirement Plan: Employee shall have the opportunity to participate in the group defined contribution retirement plan on the same terms and conditions as any other employee.

C. Sick Leave Conversion: Subject to the limitations imposed by Sub-part D below, between August 1st and September 1st of each calendar year, Employee shall have the option to (1) receive as pay one-half of any sick leave balance in excess of the maximum carryover for all employees (currently, 720 hours) and convert the remaining one-half to annual leave or (2) convert the entire balance in excess of the maximum carryover to annual leave.

D. Additional Annual Leave: In addition to the amount of annual leave to which Employee is entitled pursuant to Sub-parts A and C of this Part 5, Employee shall be credited eighty (80) additional hours of annual leave effective on January 1 of each succeeding year while this Contract continues. Accumulated annual leave shall not exceed Three-Hundred Sixty hours (360). On December 31st of each calendar year all hours in excess of Three-Hundred Sixty hours (360) will be placed into a retirement reserve leave account. Hours moved to retirement reserve leave will be administered in accordance with County policy governing retirement reserve at the time of Employee's retirement. Employee must retire directly from an active employee status to receive a benefit from the balance in Employee's retirement reserve leave account at time of retirement.

6. *TERMINATION; SEVERANCE PAY AND POST-EMPLOYMENT BENEFITS:*

The parties make the following provisions for the circumstances under which the employment relationship between them may end, and their mutual intent is to provide in advance for the terms and conditions which will apply to each. Nothing in this section is intended to deprive any employee of retirement benefits to which they are entitled as of the date they resign or are terminated.

A. Voluntary Resignation: In the event Employee voluntarily resigns Employee's position with Employer, Employee shall give Employer no less than 30 days'

written notice unless the Employer shall otherwise agree.

1. Sick Leave Conversion: Employee shall be allowed to convert Employee's sick leave balance less than the maximum carryover for all employees (currently, 720 hours) to annual leave at the rate of 40 hours for each year of service with the County at a department director-level position or higher.

2. Consulting Services: Employee shall not be eligible to receive any form of severance payment, but shall remain available at Employer's request to provide consulting services as an independent contractor to Employer for a period not to exceed six months, unless otherwise agreed, following the date upon which notice is given. Payment for such services shall be based upon Employer's actual demand for Employee's services and shall be calculated at an hourly rate derived from the base salary which Employee earned at the time of resignation divided by 2080 hours.

3. Post-Employment Benefits: Employee shall continue to be eligible to participate in the County's group health, vision, and dental insurance in the same way any other employee would be, subject to COBRA rules and regulations.

B. Involuntary Termination; Malfeasance. If Employee is to be terminated for malfeasance, Employee shall not be given the opportunity to resign in lieu of termination. "Malfeasance" is defined for purposes of this Agreement as the commission of any act wrongful per se as determined by the County Administrator, including but not limited to criminal conduct which constitutes a felony involving moral turpitude or willful misuse, conversion or misappropriation without authority of public property or public funds entrusted to Employee.

1. Severance. Employee shall not be entitled to any severance pay.

2. Post-Employment Benefits. Employee shall be entitled to continue Employee's participation in the County's group health, vision, and dental plans in the same way any other employee would be, subject to COBRA rules and regulations.

C. Resignation in Lieu of Termination: In the event Employer desires to terminate Employee's employment for any reason which does not constitute malfeasance as that term is defined herein, Employee shall be given the option to resign with 60 days' written notice, during which time Employee shall continue to receive the bi-weekly salary recited herein above. Employee's actual duties and level of authority during this period shall be determined by the County Administrator.

1. Severance. Following the effective date of resignation, Employer shall pay as severance an amount equal to the base salary which Employee was earning in the last pay period employed by Employer multiplied by the number of pay periods in the following six (6) months. Employee shall in addition receive as severance an amount arrived at by converting Employee's sick leave balance less than the maximum for all employees (currently, 720 hours) to annual leave at the rate of 40 hours sick leave for each year of service with the County at the department director-level or higher. The total of all severance, annual leave, and converted sick leave shall be counted as service credits toward retirement. Employee may at Employee's option elect to receive severance in a lump sum or on a bi-weekly basis.

2. Post-Employment Benefits. Employee shall be entitled to continue Employee's then-current level of participation in the County's group health, vision, and

dental plans for six (6) months at the same premium cost as for an active employee, at Employee's expense. Otherwise, Employee shall be entitled to continue Employee's participation in the County's group health, visions, and dental plans in the same way any other employee would be, subject to COBRA rules and regulations. No other benefits or any other thing of value shall be provided by Employer following Employee's date of resignation or termination, including but not limited to car allowance, leave accrual of any kind, contributions, deferred compensation, pension, life insurance, disability insurance, or workers' compensation. Notwithstanding this limited continuation of benefits, the parties acknowledge and agree that there shall be no employment relationship between them following the date of resignation or termination.

7. *COVENANTS:*

A. Confidential Information: Employee acknowledges and agrees that any information obtained by Employee while employed by the County is highly confidential and important to the effective operation of the County. Employee therefore agrees that while employed by the County, and at any time thereafter, Employee will make no disclosure of any kind, directly or indirectly, concerning any confidential matters relating to the County or any of its activities.

B. Non-Solicitation of County Employees: Employee agrees that Employee will not solicit any County employee to come with Employee or join Employee in Employee's subsequent employment in Gwinnett County for a period of one year from the effective date of the Employee's resignation or termination.

C. Transacting Business With County Post-Employment: Except as provided in Sub-paragraph 6.A.2 above, Employee agrees that Employee will not for a period of one year from the effective date of Employee's resignation or termination transact or attempt to transact business with the County, including but not limited to representing any contractor or consultant seeking to do business with the County.

8. *WAIVER OF RIGHTS*: The Employer and Employee agree that if in one or more instances either party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present, or future rights granted under this Agreement; the obligations of both parties under this Agreement shall continue in full force and effect.

9. *SURVIVAL*: Employer and Employee agree that all provisions set forth in Paragraphs 6 through 13 of this Agreement shall survive the termination of this Agreement and shall also survive the period of Employee's employment.

10. *SEVERABILITY*: Employer and Employee agree that if any provision, paragraph or subparagraph of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Employer and Employee further agree that each provision, paragraph, and subparagraph of this Agreement is separable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant for which adequate consideration has been given.

11. ***COMPLETE UNDERSTANDING***: The Employer and Employee acknowledge and agree that this Agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this Agreement.

12. ***MODIFICATION***: The Employer and Employee agree that no alteration or modification to any of the provisions of this Agreement shall be valid unless made in writing and signed by the County Administrator and entered on the minutes of the Board of Commissioners.

13. ***GOVERNING LAW; VENUE***: The Employer and Employee agree that this Agreement shall be subject to and governed by the laws of the State of Georgia. They further agree that the venue for any dispute shall be in the Superior Court of Gwinnett County.

IN WITNESS WHEREOF, Gwinnett County has caused this Agreement to be signed and executed in its behalf by its County Administrator and duly attested and recorded on the minutes of the Board of Commissioners by its County Clerk, and Employee has signed and executed this agreement in duplicate originals this the day and year first above written.

ANGELIA H. PARHAM

Signature

GWINNETT COUNTY, GEORGIA

By: _____

Glenn P. Stephens
County Administrator

ATTEST:

Clerk/Deputy Clerk

[SEAL]

BOARD OF COMMISSIONERS OF GWINNETT COUNTY
GEORGIA

EXHIBIT A
GWINNETT COUNTY, GEORGIA
CLASS SPECIFICATION

CLASS SPECIFICATION TITLE: Department Director
DD41

RANGE	GRADE	SUBGRADE	FLSA STATUS:
$97,956 - $166,525	401	NA	Exempt

CLASS SUMMARY:
This is the top management level in a department. Incumbents are accountable for Department-wide operations and are responsible for ensuring the Department's policies, procedures and standards are in support of the Department and County's vision.

	TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY	BAND/ GRADE
1.	Supervises staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environment; and, making hiring, termination, and disciplinary recommendations	Daily 10%	
2.	Directs the activities of a large, multi-faceted department, which includes planning, coordinating, administering, and evaluating programs, projects, processes, procedures, systems, standards, and/or service offerings; ensures compliance with Federal, State, and Local laws, regulations, codes, and/or standards.	Daily 25%	
3.	Serves on a variety of internal and external committees, task forces, and other agency committees to secure advocacy and influence support for programs and ideals.	Daily 15%	
4.	Initiates collaboration with internal departments and other organizations to promote organizational effectiveness, awareness and public relations.	Weekly 20%	
5.	Provides administrative assistance to the County Administrator; develops complex reports and correspondence.	Weekly 10%	
6.	Responds to requests for information and provides subject-matter-expert guidance to other departments, BOC consumers, the general public, and/or outside agencies. Briefs BOC on agenda items.	Weekly 10%	
7.	Evaluates and communicates the impact of potential legal or regulatory changes on the organization.	Monthly 5%	

F

8.	Develops and administers budgets; approves expenditures; reviews financial statements; manages financial operations.	Monthly 5%	
9.	Performs other duties of a similar nature or level.	As Required	

POSITION SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:

For Department Use:

- .....
- .....
- .....

Training and Experience (positions in this class require):
Bachelor's Degree in a closely related field and ten years of progressively responsible experience related to the area of assignment, including four years in an upper management position; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. A Master's Degree in a related field is preferred.

Licensing Requirements (positions in this class require):
Some positions require:

- Valid Driver's License in State of residency.
- Certified Public Accountant (CPA).
- Professional Engineer (PE).
- Georgia Local Government Personnel Associate (GLGPA).
- Admission to the State Bar of Georgia.
- Admission to practice before a variety of courts and tribunals.
- Senior Professional in Human Resources (SPHR).
- Georgia Certified Correctional Officer.
- Certified Peace Officer.
- Incumbents may be required to be bonded.

EXHIBIT A
GWINNETT COUNTY, GEORGIA
CLASS SPECIFICATION

CLASS SPECIFICATION TITLE: Department Director
DD41

Knowledge (position requirements at entry):
Knowledge of:

- Managerial principles;
- Budgetary principles;
- Applicable laws, rules, and regulations;
- Public administration principles;
- Budgeting principles;
- Applicable theories and principles related to area of assignment;
- Leadership principles;
- Policy and procedure development practices;
- Strategic planning principles;
- Program development and implementation principles.

Skills (position requirements at entry):
Skill in:

- Supervising and evaluating employees;
- Prioritizing and assigning work;
- Operating a computer and applicable software;
- Applying laws, rules, and regulations;
- Developing, evaluating, recommending, and implementing processes and procedures;
- Directing and managing change and sensitive topics;
- Reading, comprehending, and reviewing financial information;
- Solving problems;
- Managing and executing multiple tasks;
- Analyzing complex information;
- Preparing and monitoring budgets;
- Analyzing processes and making recommendations for improvement;
- Reading, comprehending, and reviewing financial information;
- Making program decisions based on financial considerations;
- Adapting to rapidly changing environments;
- Mediating conflict;
- Negotiating;
- Developing and implementing strategic plans;
- Developing, implementing, and applying policies and procedures;
- Preparing and administering budgets;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

F

EXHIBIT A
GWINNETT COUNTY, GEORGIA
CLASS SPECIFICATION

CLASS SPECIFICATION TITLE: Department Director
DD41

Physical Requirements:
Positions in this class typically require: talking, hearing, seeing and repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Incumbents may be subjected to disruptive people, threatening environment, and travel.

This position may require: 24 hour on call assignment, overtime, or working weekends, holidays, 10-hour, 12-hour, and rotating shifts.

NOTE:
The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

Classification History:
Draft prepared by Fox Lawson & Associates LLC (LSM)
Date: 7/2002
Date: 9/2005 Minor updates made to all class specs to ensure consistency & for SAP implementation.
Revised: 4/23/07 lks

F

A RESOLUTION OF THE GWINNETT COUNTY BOARD OF COMMISSIONERS RATIFYING FOR RECORDING PURPOSES EMPLOYMENT CONTRACT

WHEREAS, the County Administrator has previously been delegated by the Board of Commissioners authority to appoint Deputies and Department Directors and to fix the compensation of appointive officers and employees of Gwinnett County within guidelines established by the Board of Commissioners;

WHEREAS, the County Administrator has likewise been delegated the authority to execute employment agreements with his Deputies and with Department Directors that set forth the terms and conditions of their employment in accordance with guidelines set by the Board of Commissioners;

WHEREAS, the County Administrator has appointed **Angelia H. Parham, Director of Support Services** and has entered into an employment agreement with her; and

WHEREAS, the Board of Commissioners now desires to ratify for recording purposes this employment agreement pursuant to O.C.G.A. § 36-10-1;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the Employment Agreement with **Angelia H. Parham**, attached hereto, is hereby ratified for recording pursuant to O.C.G.A. § 36-10-1.

SO RESOLVED by official act of the Board of Commissioners of Gwinnett County this 7th day of May, 2013.

_____
Charlotte J. Nash, Chairman

ATTEST:

_____
Clerk/Deputy Clerk

APPROVED AS TO FORM:

_____
Van Stephens
Acting County Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130311	

☒ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Financial Services			Date Submitted:	03/26/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - JB			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

to renew PA021-09, residential real estate attorneys to provide legal services for the purchase and sale of residential real estate for the Countys Neighborhood Stabilization Program (NSP) on an annual contract (June 09, 2013 through June 08, 2014), to the highest scoring firm, Kutak Rock LLP, base amount $100,000.00 and ratification of contract (June 09, 2012 through June 08, 2013), base amount $110,367.75. This contract is grant funded by the HUD Neighborhood Stabilization Program.

Attachments	Summary sheet, justification letter
Authorization: Chairman's Signature?	No
Staff Recommendation	Approval
Department Head	mbwoods (3/29/2013)
Attorney	trwilliams (4/3/2013)
Attorney's Comments	

Agenda Purpose Only ☐ As To Form ☒ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Grants	*	$100,000*	ajbovos (4/3/2013)
Finance Comments	* Contract is 100% funded through the Neighborhood Stabilization Program (NSP) grant, with no County funds required.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – PA021-09

Residential Real Estate Attorneys to Provide Legal Services for the Purchase and Sale of Residential Real Estate for the County's Neighborhood Stabilization Program (NSP) on an Annual Contract

PURPOSE:	Provide legal services to assist with the implementation of the County's HUD-funded Neighborhood Stabilization Program.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$100,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	$65,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	$110,367.75 (9 months usage)*
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option four (4) of four (4)
MARKET PRICES COMPARISON (FOR RENEWALS):	Contract was awarded based on the following criteria: qualifications, experience, approach to provide services, financial stability, references, plan submission, and cost. Therefore, an analysis on cost alone can't be obtained.
PROPOSED CONTRACT TERM:	June 09, 2013 through June 08, 2014

COMMENTS: *The previous award was for $65,000.00; however, due to unforeseen modifications to the NSP project scope, the amount spent exceeded $100,000.00 which requires ratification. The increased activity in legal services included revisions to the grant program model and drafting of legal documents.

Department of Financial Services
Service Division

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8729 • (fax) 770.822.8744

gwinnettcounty

MEMORANDUM

TO: Janice Bradshaw, CPPB
Purchasing Division

FROM: Tanikia Jackson
Grants Manager

SUBJECT: Recommendation for renewal of PA021-09, Residential Real Estate Attorneys to Provide Legal Services for the Purchase and Sale of Residential Real Estate for the County's Neighborhood Stabilization Program (NSP) on an Annual Contract

DATE: March 21, 2013

The Department of Financial Services recommends renewal of the above referenced contract to Kutak Rock, LLP. Due to unforeseen modifications to the NSP project scope, the County exceeded the original proposed amount of $65,000.00 by $45,367.75. The increased activity in legal services included counsel for revisions to the grant program model and drafting of legal documents.

This contract is fund by the Neighborhood Stabilization Program.

Amount spent previous contract $110,367.75 (9 months usage)
Estimated amount to be spent for current contract $100,000.00

1. Total Obligations Requested: $100,000.00

2. Do Total Obligations agree with "Action Requested?" Yes X No _____

3. Budgeted: Yes X No _____

4. Contact name: Tanikia Jackson Contact Phone: X7863
Doug Burns Contact Phone: X7886

5. Proposed Funding:

Fiscal Year	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	250G			50401201	G-0161-TBD	$50,000.00
2014	250G			50401201	G-0161-TBD	$50,000.00

6. Transfer required: Yes_____ No X If yes, transfer from:

Fiscal Year	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130369	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Financial Services			Date Submitted:	04/16/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Steve Pruitt			Multiple Depts?	
Budget Type:	Neither			Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

of tax digest corrections, including changes to the digest, in-additions, deletions and errors discovered during the billing and collection process of the Tax Assessors and Tax Commissioner's Offices. Adjustments amount to an increase of assessed value of $11.5 thousand, a decrease in assessed value of $1.12 million for a decrease of $1.11 million for tax years 2009 thru 2012.

Attachments	Tax Digest Correction List
Authorization: Chairman's Signature?	No
Staff Recommendation	Approval
Department Head	mbwoods (4/18/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	All tax related funds		*	ajbovos (4/22/2013)

Finance Comments	* The expected change to revenues from this item is included in the current revenue estimates for property taxes. No change to the current budget is necessary.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

Municipality Corrections Report

	Prior	Current	Difference

Printed: 3/5/2013 9:01:42 AM

User: GC\JACTAXBATCH02$

Report: Municipality Corrections Report

Criteria

Tax Year: 2009

Change Reasons: Accepted Return Value, Adjusted for Market Conditions, Adjusted to Sales Price, Bld Added, Updated or Razed, Corrective 40% Assd Val (G), Corrective 40% Assd Val (U), Deactivated Parcel, Dispute of Returned Value, Accepted Return Value, L&B Historic Exmp Add/Remove, Land - Taxable to Exempt, Land & Bld - Exempt to Taxable, Land & Bld - Taxable to Exempt, Land & Bld Value Adj For Mkt, Land From Exempt To Taxable, Land Size Changed, Land Value Adjusted For Market, New Bldg at Sale Price, New Parcel, New Parcel at Sale Price, Notice of Current Asseessment, Notice of Current Asseessment, Property Exempt to Taxable, Property Exempt to Taxable, Property Taxable to Exempt, Prorate County Purchase, Rel Val for Tax Bill (UA), Return Filed - Market Adjustme, Return Filed - No Change, Site Improvement To Land, Structure Info Corrected, Structure Value Adj For Market, Under Appeal 85% Value, Zoning or Land Use Change

Assessment Rolls: 2009 Real Property Assessment Roll 1

TAGS: All

From Correction End Date: 2/1/2013

To Correction End Date: 2/28/2013

Municipality Corrections Report

			Prior	Current	Difference
TAG	06 LAWRENCEVILLE				
Assessment Roll	2009 Real Property Assessment Roll 1				
PIN R5147 105	**AIN** 0510858				
Correction Start-End Date	2/20/2013 3:57 PM - 2/21/2013 1:18 PM				
Change Reason	Prorate County Purchase	**Land Market Value**	138,200.00	3,700.00	-134,500.00
Prior Legal Party	CITY OF LAWRENCEVILLE	**Impr Market Value**	0.00	0.00	0.00
Corrected Legal Party	CITY OF LAWRENCEVILLE	**Land Assessed Value**	55,280.00	1,480.00	-53,800.00
Prior SITUS	220 LUCKIE ST	**Impr Assessed Value**	0.00	0.00	0.00
Corrected SITUS	220 LUCKIE ST	**Taxable Value**	55,280.00	1,480.00	-53,800.00
PIN R5147 105	**AIN** 0510858				
Correction Start-End Date	2/21/2013 2:30 PM - 2/21/2013 2:56 PM				
Change Reason	Prorate County Purchase	**Land Market Value**	3,700.00	22,000.00	18,300.00
Prior Legal Party	CITY OF LAWRENCEVILLE	**Impr Market Value**	0.00	0.00	0.00
Corrected Legal Party	CITY OF LAWRENCEVILLE	**Land Assessed Value**	1,480.00	8,800.00	7,320.00
Prior SITUS	220 LUCKIE ST	**Impr Assessed Value**	0.00	0.00	0.00
Corrected SITUS	220 LUCKIE ST	**Taxable Value**	1,480.00	8,800.00	7,320.00
Totals for Assessment Roll	2009 Real Property Assessment Roll 1	**Land Market Value**	141,900.00	25,700.00	-116,200.00
		Impr Market Value	0.00	0.00	0.00
Number of Corrections	2	**Land Assessed Value**	56,760.00	10,280.00	-46,480.00
Number of PINs Corrected	1	**Impr Assessed Value**	0.00	0.00	0.00
		Taxable Value	56,760.00	10,280.00	-46,480.00
Totals for TAG	06 LAWRENCEVILLE	**Land Market Value**	141,900.00	25,700.00	-116,200.00
		Impr Market Value	0.00	0.00	0.00
Number of Corrections	2	**Land Assessed Value**	56,760.00	10,280.00	-46,480.00
Number of PINs Corrected	1	**Impr Assessed Value**	0.00	0.00	0.00
		Taxable Value	56,760.00	10,280.00	-46,480.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Report		**Land Market Value**	141,900.00	25,700.00	-116,200.00
Number of Corrections	2	**Impr Market Value**	0.00	0.00	0.00
		Land Assessed Value	56,760.00	10,280.00	-46,480.00
Number of PINs Corrected	1	**Impr Assessed Value**	0.00	0.00	0.00
		Taxable Value	56,760.00	10,280.00	-46,480.00

Municipality Corrections Report

Printed: 3/5/2013 8:59:11 AM

User: GC\JACTAXBATCH02$

Report: Municipality Corrections Report

Criteria

Tax Year: 2010

Change Reasons: Accepted Return Value, Adjusted for Market Conditions, Adjusted to Sales Price, Bld Added, Updated or Razed, Corrective 40% Assd Val (G), Corrective 40% Assd Val (U), Deactivated Parcel, Dispute of Returned Value, Accepted Return Value, L&B Historic Exmp Add/Remove, Land - Taxable to Exempt, Land & Bld - Exempt to Taxable, Land & Bld - Taxable to Exempt, Land & Bld Value Adj For Mkt, Land From Exempt To Taxable, Land Size Changed, Land Value Adjusted For Market, New Bldg at Sale Price, New Parcel, New Parcel at Sale Price, Notice of Current Asseessment, Notice of Current Asseessment, Property Exempt to Taxable, Property Exempt to Taxable, Property Taxable to Exempt, Prorate County Purchase, Rel Val for Tax Bill (UA), Return Filed - Market Adjustme, Return Filed - No Change, Site Improvement To Land, Structure Info Corrected, Structure Value Adj For Market, Under Appeal 85% Value, Zoning or Land Use Change

Assessment Rolls: 2010 Real Property Assessment Roll 1

TAGS: All

From Correction End Date: 2/1/2013

To Correction End Date: 2/28/2013

TAG 01 COUNTY Unincorporated

Assessment Roll	2010 Real Property Assessment Roll 1				
PIN R5267 024	**AIN** 2894172				
Correction Start-End Date	2/4/2013 3:28 PM - 2/5/2013 5:34 PM				
Change Reason	Adjusted for Market Conditions		**Prior**	**Current**	**Difference**
Prior Legal Party	HEWINSON JUSTIN	**Land Market Value**	32,200.00	32,200.00	0.00
Corrected Legal Party	HEWINSON JUSTIN	**Impr Market Value**	138,900.00	110,800.00	-28,100.00
Prior SITUS	945 LILAC ARBOR RD	**Land Assessed Value**	12,880.00	12,880.00	0.00
Corrected SITUS	945 LILAC ARBOR RD	**Impr Assessed Value**	55,560.00	44,320.00	-11,240.00
		Taxable Value	68,440.00	57,200.00	-11,240.00

Municipality Corrections Report

			Prior	Current	Difference
PIN R7062 066	**AIN** 1284490				
Correction Start-End Date	2/4/2013 3:28 PM - 2/5/2013 5:34 PM				
Change Reason	Adjusted for Market Conditions	**Land Market Value**	36,000.00	36,000.00	0.00
Prior Legal Party	COX JAMES R ETAL	**Impr Market Value**	154,600.00	131,400.00	-23,200.00
Corrected Legal Party	COX JAMES R ETAL	**Land Assessed Value**	14,400.00	14,400.00	0.00
Prior SITUS	1730 PINE CREEK DR	**Impr Assessed Value**	61,840.00	52,560.00	-9,280.00
Corrected SITUS	1730 SHADY CREEK LN	**Taxable Value**	76,240.00	66,960.00	-9,280.00
Totals for Assessment Roll	2010 Real Property Assessment Roll 1	**Land Market Value**	68,200.00	68,200.00	0.00
		Impr Market Value	293,500.00	242,200.00	-51,300.00
Number of Corrections	2	**Land Assessed Value**	27,280.00	27,280.00	0.00
Number of PINs Corrected	2	**Impr Assessed Value**	117,400.00	96,880.00	-20,520.00
		Taxable Value	144,680.00	124,160.00	-20,520.00
Totals for TAG	01 COUNTY Unincorporated	**Land Market Value**	68,200.00	68,200.00	0.00
		Impr Market Value	293,500.00	242,200.00	-51,300.00
Number of Corrections	2	**Land Assessed Value**	27,280.00	27,280.00	0.00
Number of PINs Corrected	2	**Impr Assessed Value**	117,400.00	96,880.00	-20,520.00
		Taxable Value	144,680.00	124,160.00	-20,520.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	01C GV CID 01 Taxable T				
Assessment Roll	2010 Real Property Assessment Roll 1				
PIN R6169 175	**AIN** 0908266				
Correction Start-End Date	2/5/2013 8:39 AM - 2/5/2013 8:54 AM				
Change Reason	Adjusted to Sales Price	**Land Market Value**	389,400.00	389,400.00	0.00
Prior Legal Party	GURU NANAK MISSION SOCIETY OF ATLANT INC	**Impr Market Value**	517,600.00	220,600.00	-297,000.00
Corrected Legal Party	GURU NANAK MISSION SOCIETY OF ATLANT INC	**Land Assessed Value**	155,760.00	155,760.00	0.00
Prior SITUS	1158 ROCKBRIDGE RD	**Impr Assessed Value**	207,040.00	88,240.00	-118,800.00
Corrected SITUS	1158 ROCKBRIDGE RD	**Taxable Value**	362,800.00	244,000.00	-118,800.00
Totals for Assessment Roll	2010 Real Property Assessment Roll 1	**Land Market Value**	389,400.00	389,400.00	0.00
		Impr Market Value	517,600.00	220,600.00	-297,000.00
Number of Corrections	1	**Land Assessed Value**	155,760.00	155,760.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	207,040.00	88,240.00	-118,800.00
		Taxable Value	362,800.00	244,000.00	-118,800.00
Totals for TAG	01C GV CID 01 Taxable T	**Land Market Value**	389,400.00	389,400.00	0.00
		Impr Market Value	517,600.00	220,600.00	-297,000.00
Number of Corrections	1	**Land Assessed Value**	155,760.00	155,760.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	207,040.00	88,240.00	-118,800.00
		Taxable Value	362,800.00	244,000.00	-118,800.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Report		**Land Market Value**	457,600.00	457,600.00	0.00
Number of Corrections	3	**Impr Market Value**	811,100.00	462,800.00	-348,300.00
		Land Assessed Value	183,040.00	183,040.00	0.00
Number of PINs Corrected	3	**Impr Assessed Value**	324,440.00	185,120.00	-139,320.00
		Taxable Value	507,480.00	368,160.00	-139,320.00

Municipality Corrections Report

Printed: 3/5/2012 5:08:14 PM

User: GC\JACTAXBATCH01$

Report: Municipality Corrections Report

Criteria

Tax Year: 2010

Change Reasons: Accepted Return Value, ADD CUVA Exemption, Add/Remove CUVA Exemption, Adjusted for Market Conditions, Adjusted to Sales Price, Bld Added, Updated or Razed, Change PCC, Correct Val Detail Line, Corrective 40% Assd Val (G), Corrective 40% Assd Val (U), Deactivated Parcel, Dispute of Returned Value, L&B Historic Exmp Add/Remove, Land - Taxable to Exempt, Land & Bld - Exempt to Taxable, Land & Bld - Taxable to Exempt, Land & Bld Value Adj For Mkt, Land From Exempt To Taxable, Land Size Changed, Land Value Adjusted For Market, New Bldg at Sale Price, New Parcel, New Parcel at Sale Price, Notice of Current Asseessment, Property Exempt to Taxable, Property Taxable to Exempt, Prorate County Purchase, Rel Val for Tax Bill (UA), REMOVE CUVA Exemption, Return Filed - Market Adjustme, Return Filed - No Change, Site Improvement To Land, Structure Info Corrected, Structure Value Adj For Market, Under Appeal 85% Value, Zoning or Land Use Change, Personal Property Change Value

Assessment Rolls: 2010 Personal Property Assessment Roll 1

TAGS: All

Stat Date: 2/1/2012

End Date: 2/29/2012

TAG 01 COUNTY Unincorporated

			Prior	Current	Difference
Assessment Roll	2010 Personal Property Assessment Roll 1				
PIN B071914	**AIN** 2687304				
Correction Date	2/3/2012 8:30 AM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00	0.00	0.00
Prior Legal Party	J C L CONSTRUCTION	**Impr Market Value**	184,485.00	0.00	-184,485.00
Corrected Legal Party	J C L CONSTRUCTION	**Land Assessed Value**	0.00	0.00	0.00
Prior SITUS	5505 SUWANEE DAM RD	**Impr Assessed Value**	73,790.00	0.00	-73,790.00
Corrected SITUS	5505 SUWANEE DAM RD	**Taxable Value**	73,790.00	0.00	-73,790.00
PIN B371340	**AIN** 33256034				
Correction Date	2/3/2012 8:31 AM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00	0.00	0.00
Prior Legal Party	COMMUNITY REALTY CENTER INC	**Impr Market Value**	8,428.00	0.00	-8,428.00
Corrected Legal Party	COMMUNITY REALTY CENTER INC	**Land Assessed Value**	0.00	0.00	0.00
Prior SITUS	5655 PEACHTREE PKY STE 214	**Impr Assessed Value**	3,370.00	0.00	-3,370.00
Corrected SITUS	5655 PEACHTREE PKY STE 214	**Taxable Value**	3,370.00	0.00	-3,370.00

Municipality Corrections Report

			Prior	Current	Difference
PIN B390971	**AIN** 33292348				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	FOOD MART #539 SHELL	**Impr Market Value**	50,000.00		-50,000.00
Corrected Legal Party	FOOD MART #539 SHELL	**Land Assessed Value**	0.00		0.00
Prior SITUS	5414 FIVE FORKS TRICKUM RD	**Impr Assessed Value**	20,000.00		-20,000.00
Corrected SITUS	5414 FIVE FORKS TRICKUM RD	**Taxable Value**	20,000.00		-20,000.00
PIN B390971	**AIN** 33292348				
Correction Date	2/3/2012 8:26 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	FOOD MART #539 SHELL	**Impr Market Value**		0.00	0.00
Corrected Legal Party	FOOD MART #539 SHELL	**Land Assessed Value**		0.00	0.00
Prior SITUS	5414 FIVE FORKS TRICKUM RD	**Impr Assessed Value**		0.00	0.00
Corrected SITUS	5414 FIVE FORKS TRICKUM RD	**Taxable Value**		0.00	0.00
PIN B400133	**AIN** 33299717				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Personal Property Change Value	**Land Market Value**	0.00		0.00
Prior Legal Party	EBENEZER PUPUSERIA & PANADERIA	**Impr Market Value**	41,950.00		-41,950.00
Corrected Legal Party	EBENEZER PUPUSERIA & PANADERIA	**Land Assessed Value**	0.00		0.00
Prior SITUS	6330 LAWRENCEVILLE HWY STE B 5	**Impr Assessed Value**	16,780.00		-16,780.00
Corrected SITUS	6330 LAWRENCEVILLE HWY STE B 5	**Taxable Value**	16,780.00		-16,780.00
PIN B402255	**AIN** 33306305				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	UNIVERSAL HOSPITAL SERVICES INC	**Impr Market Value**	32,100.00		-32,100.00
Corrected Legal Party	UNIVERSAL HOSPITAL SERVICES INC	**Land Assessed Value**	0.00		0.00
Prior SITUS	4955 AVALON RIDGE PKWY	**Impr Assessed Value**	12,840.00		-12,840.00
Corrected SITUS	4955 AVALON RIDGE PKWY	**Taxable Value**	12,840.00		-12,840.00
PIN B402255	**AIN** 33306305				
Correction Date	2/3/2012 8:26 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	UNIVERSAL HOSPITAL SERVICES INC	**Impr Market Value**		0.00	0.00
Corrected Legal Party	UNIVERSAL HOSPITAL SERVICES INC	**Land Assessed Value**		0.00	0.00
Prior SITUS	4955 AVALON RIDGE PKWY	**Impr Assessed Value**		0.00	0.00
Corrected SITUS	4955 AVALON RIDGE PKWY	**Taxable Value**		0.00	0.00
PIN B403477	**AIN** 33308926				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	HORNE J, LLC	**Impr Market Value**	46,800.00		-46,800.00
Corrected Legal Party	HORNE J, LLC	**Land Assessed Value**	0.00		0.00
Prior SITUS	2138 VESPER OAK DR	**Impr Assessed Value**	18,720.00		-18,720.00
Corrected SITUS	2138 VESPER OAK DR	**Taxable Value**	18,720.00		-18,720.00

Municipality Corrections Report

			Prior	Current	Difference
PIN M101838	**AIN** 33232715				
Correction Date	2/23/2012 2:53 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	LAUKYS TOMAS	**Impr Market Value**	4,370.00		-4,370.00
Corrected Legal Party	LAUKYS TOMAS	**Land Assessed Value**	0.00		0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	1,750.00		-1,750.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	1,750.00		-1,750.00
PIN M172077	**AIN** 33264835				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	CHANDLER JOEL A	**Impr Market Value**	7,920.00		-7,920.00
Corrected Legal Party	CHANDLER JOEL A	**Land Assessed Value**	0.00		0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	3,170.00		-3,170.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	3,170.00		-3,170.00
PIN M180008	**AIN** 33280068				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	STILES DEWAYNE M	**Impr Market Value**	24,750.00		-24,750.00
Corrected Legal Party	STILES DEWAYNE M	**Land Assessed Value**	0.00		0.00
Prior SITUS	UNICORP GWINNETT CO	**Impr Assessed Value**	9,900.00		-9,900.00
Corrected SITUS	UNICORP GWINNETT CO	**Taxable Value**	9,900.00		-9,900.00
PIN M181754	**AIN** 33286249				
Correction Date	2/23/2012 2:53 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	LAUKYS TOMAS	**Impr Market Value**	5,680.00		-5,680.00
Corrected Legal Party	LAUKYS TOMAS	**Land Assessed Value**	0.00		0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	2,270.00		-2,270.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	2,270.00		-2,270.00
PIN M191637	**AIN** 33297807				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	LESTER GAYLON L	**Impr Market Value**		0.00	0.00
Corrected Legal Party	LESTER GAYLON L	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**		0.00	0.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**		0.00	0.00
PIN M201911	**AIN** 33305217				
Correction Date	2/3/2012 8:24 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	TALBERT TODD P	**Impr Market Value**	6,949.00	0.00	-6,949.00
Corrected Legal Party	TALBERT TODD P	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	2,780.00	0.00	-2,780.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	0.00	0.00	0.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Assessment Roll	2010 Personal Property Assessment Roll 1	**Land Market Value**	0.00	0.00	0.00
Number of Corrections	16	**Impr Market Value**	429,579.00	6,949.00	-422,630.00
		Land Assessed Value	0.00	0.00	0.00
Number of PINs Corrected	12	**Impr Assessed Value**	171,830.00	2,780.00	-169,050.00
		Taxable Value	166,270.00	0.00	-166,270.00
Totals for TAG	01 COUNTY Unincorporated	**Land Market Value**	0.00	0.00	0.00
Number of Corrections	16	**Impr Market Value**	429,579.00	6,949.00	-422,630.00
		Land Assessed Value	0.00	0.00	0.00
Number of PINs Corrected	12	**Impr Assessed Value**	171,830.00	2,780.00	-169,050.00
		Taxable Value	166,270.00	0.00	-166,270.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	03 DACULA				
Assessment Roll	2010 Personal Property Assessment Roll 1				
PIN B392047	**AIN** 33295715				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	DACULA FIELD HOUSE FITNESS	**Impr Market Value**	50,000.00		-50,000.00
Corrected Legal Party	DACULA FIELD HOUSE FITNESS	**Land Assessed Value**	0.00		0.00
Prior SITUS	2300 LIAM AVE	**Impr Assessed Value**	20,000.00		-20,000.00
Corrected SITUS	2300 LIAM AVE	**Taxable Value**	20,000.00		-20,000.00
Totals for Assessment Roll	2010 Personal Property Assessment Roll 1	**Land Market Value**	0.00		0.00
Number of Corrections	1	**Impr Market Value**	50,000.00		-50,000.00
		Land Assessed Value	0.00		0.00
Number of PINs Corrected	1	**Impr Assessed Value**	20,000.00		-20,000.00
		Taxable Value	20,000.00		-20,000.00
Totals for TAG	03 DACULA	**Land Market Value**	0.00		0.00
Number of Corrections	1	**Impr Market Value**	50,000.00		-50,000.00
		Land Assessed Value	0.00		0.00
Number of PINs Corrected	1	**Impr Assessed Value**	20,000.00		-20,000.00
		Taxable Value	20,000.00		-20,000.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	06 LAWRENCEVILLE				
Assessment Roll	2010 Personal Property Assessment Roll 1				
PIN B200661	**AIN** 3326717				
Correction Date	2/3/2012 8:27 AM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	DENTAL PLANS INC	**Impr Market Value**	11,894.00		-11,894.00
Corrected Legal Party	DENTAL PLANS INC	**Land Assessed Value**	0.00		0.00
Prior SITUS		**Impr Assessed Value**	4,760.00		-4,760.00
Corrected SITUS	250 LANGLEY DR	**Taxable Value**	4,760.00		-4,760.00
PIN B400610	**AIN** 33301031				
Correction Date	2/6/2012 3:26 PM				
Change Reason	Personal Property Change Value	**Land Market Value**	0.00		0.00
Prior Legal Party	SPERATE ON THE SQUARE	**Impr Market Value**	83,600.00	7,500.00	-76,100.00
Corrected Legal Party	SPERATE ON THE SQUARE	**Land Assessed Value**	0.00		0.00
Prior SITUS	179 CROGAN ST	**Impr Assessed Value**	33,440.00	3,000.00	-30,440.00
Corrected SITUS	179 CROGAN ST	**Taxable Value**	33,440.00	0.00	-33,440.00
Totals for Assessment Roll	2010 Personal Property Assessment Roll 1	**Land Market Value**	0.00		0.00
Number of Corrections	2	**Impr Market Value**	95,494.00	7,500.00	-87,994.00
		Land Assessed Value	0.00		0.00
Number of PINs Corrected	2	**Impr Assessed Value**	38,200.00	3,000.00	-35,200.00
		Taxable Value	38,200.00	0.00	-38,200.00
Totals for TAG	06 LAWRENCEVILLE	**Land Market Value**	0.00		0.00
Number of Corrections	2	**Impr Market Value**	95,494.00	7,500.00	-87,994.00
		Land Assessed Value	0.00		0.00
Number of PINs Corrected	2	**Impr Assessed Value**	38,200.00	3,000.00	-35,200.00
		Taxable Value	38,200.00	0.00	-38,200.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	07 LILBURN				
Assessment Roll	2010 Personal Property Assessment Roll 1				
PIN B300396	**AIN** 3506049				
Correction Date	2/23/2012 2:54 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	REAL FOOD CATERING CO THE	**Impr Market Value**	9,546.00		-9,546.00
Corrected Legal Party	REAL FOOD CATERING CO THE	**Land Assessed Value**	0.00		0.00
Prior SITUS	605 INDIAN TRAIL RD 101	**Impr Assessed Value**	3,830.00		-3,830.00
Corrected SITUS	605 INDIAN TRAIL RD 101	**Taxable Value**	3,830.00		-3,830.00
Totals for Assessment Roll	2010 Personal Property Assessment Roll 1	**Land Market Value**	0.00		0.00
Number of Corrections	1	**Impr Market Value**	9,546.00		-9,546.00
Number of PINs Corrected	1	**Land Assessed Value**	0.00		0.00
		Impr Assessed Value	3,830.00		-3,830.00
		Taxable Value	3,830.00		-3,830.00
Totals for TAG	07 LILBURN	**Land Market Value**	0.00		0.00
Number of Corrections	1	**Impr Market Value**	9,546.00		-9,546.00
Number of PINs Corrected	1	**Land Assessed Value**	0.00		0.00
		Impr Assessed Value	3,830.00		-3,830.00
		Taxable Value	3,830.00		-3,830.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	09 NORCROSS				
Assessment Roll	2010 Personal Property Assessment Roll 1				
PIN B401613	**AIN** 33302177				
Correction Date	2/1/2012 5:04 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	0.00		0.00
Prior Legal Party	ATLANTA BBQ SALAD	**Impr Market Value**	83,600.00		-83,600.00
Corrected Legal Party	ATLANTA BBQ SALAD	**Land Assessed Value**	0.00		0.00
Prior SITUS	2055 BEAVER RUIN RD STE C	**Impr Assessed Value**	33,440.00		-33,440.00
Corrected SITUS	2055 BEAVER RUIN RD STE C	**Taxable Value**	33,440.00		-33,440.00
PIN B401613	**AIN** 33302177				
Correction Date	2/3/2012 8:22 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	ATLANTA BBQ SALAD	**Impr Market Value**		0.00	0.00
Corrected Legal Party	ATLANTA BBQ SALAD	**Land Assessed Value**		0.00	0.00
Prior SITUS	2055 BEAVER RUIN RD STE C	**Impr Assessed Value**		0.00	0.00
Corrected SITUS	2055 BEAVER RUIN RD STE C	**Taxable Value**		0.00	0.00
Totals for Assessment Roll	2010 Personal Property Assessment Roll 1	**Land Market Value**	0.00	0.00	0.00
Number of Corrections	2	**Impr Market Value**	83,600.00	0.00	-83,600.00
		Land Assessed Value	0.00	0.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	33,440.00	0.00	-33,440.00
		Taxable Value	33,440.00	0.00	-33,440.00
Totals for TAG	09 NORCROSS	**Land Market Value**	0.00	0.00	0.00
Number of Corrections	2	**Impr Market Value**	83,600.00	0.00	-83,600.00
		Land Assessed Value	0.00	0.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	33,440.00	0.00	-33,440.00
		Taxable Value	33,440.00	0.00	-33,440.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Report		**Land Market Value**	0.00	0.00	0.00
Number of Corrections	22	**Impr Market Value**	668,219.00	14,449.00	-653,770.00
		Land Assessed Value	0.00	0.00	0.00
Number of PINs Corrected	17	**Impr Assessed Value**	267,300.00	5,780.00	-261,520.00
		Taxable Value	261,740.00	0.00	-261,740.00

Municipality Corrections Report

	Prior	Current	Difference

Printed: 3/5/2012 3:35:46 PM

User: GC\JACTAXBATCH01$

Report: Municipality Corrections Report

Criteria

Tax Year: 2011

Change Reasons: Accepted Return Value, ADD CUVA Exemption, Add/Remove CUVA Exemption, Adjusted for Market Conditions, Adjusted to Sales Price, Bld Added, Updated or Razed, Change PCC, Correct Val Detail Line, Corrective 40% Assd Val (G), Corrective 40% Assd Val (U), Deactivated Parcel, Dispute of Returned Value, L&B Historic Exmp Add/Remove, Land - Taxable to Exempt, Land & Bld - Exempt to Taxable, Land & Bld - Taxable to Exempt, Land & Bld Value Adj For Mkt, Land From Exempt To Taxable, Land Size Changed, Land Value Adjusted For Market, New Bldg at Sale Price, New Parcel, New Parcel at Sale Price, Notice of Current Asseessment, Property Exempt to Taxable, Property Taxable to Exempt, Prorate County Purchase, Rel Val for Tax Bill (UA), REMOVE CUVA Exemption, Return Filed - Market Adjustme, Return Filed - No Change, Site Improvement To Land, Structure Info Corrected, Structure Value Adj For Market, Under Appeal 85% Value, Zoning or Land Use Change

Assessment Rolls: 2011 Real Property ALL

TAGS: All

Stat Date: 2/1/2012

End Date: 2/29/2012

Municipality Corrections Report

			Prior	Current	Difference
TAG	18 AUBURN				
Assessment Roll	2011 Real Property ALL				
PIN R2004B033	**AIN** 1709181				
Correction Date	2/17/2012 8:04 AM				
Change Reason	Deactivated Parcel	**Land Market Value**	1,000.00	0.00	-1,000.00
Prior Legal Party	DUN-BACH ASSOCIATES	**Impr Market Value**			0.00
Corrected Legal Party	DUN-BACH ASSOCIATES	**Land Assessed Value**	400.00		-400.00
Prior SITUS	2094 BLACKBERRY LN	**Impr Assessed Value**			0.00
Corrected SITUS	2094 BLACKBERRY LN	**Taxable Value**	400.00	0.00	-400.00
Totals for Assessment Roll	2011 Real Property ALL	**Land Market Value**	1,000.00	0.00	-1,000.00
Number of Corrections	1	**Impr Market Value**			0.00
		Land Assessed Value	400.00		-400.00
Number of PINs Corrected	1	**Impr Assessed Value**			0.00
		Taxable Value	400.00	0.00	-400.00
Totals for TAG	18 AUBURN	**Land Market Value**	1,000.00	0.00	-1,000.00
Number of Corrections	1	**Impr Market Value**			0.00
		Land Assessed Value	400.00		-400.00
Number of PINs Corrected	1	**Impr Assessed Value**			0.00
		Taxable Value	400.00	0.00	-400.00

Municipality Corrections Report

TAG 01 COUNTY Unincorporated

Assessment Roll 2011 Real Property ALL

			Prior	Current	Difference
PIN R3001H178	**AIN** 3176405				
Correction Date	2/17/2012 2:51 PM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	BROOKSTONE HOMES INC	**Impr Market Value**			0.00
Corrected Legal Party	BROOKSTONE HOMES INC	**Land Assessed Value**			0.00
Prior SITUS		**Impr Assessed Value**			0.00
Corrected SITUS	MILLWATER CRO	**Taxable Value**			0.00
PIN R5066 196	**AIN** 0406384				
Correction Date	2/15/2012 3:03 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	2,000.00	0.00	-2,000.00
Prior Legal Party	PRECISION CRAFT HOMES INC	**Impr Market Value**			0.00
Corrected Legal Party	PRECISION CRAFT HOMES INC	**Land Assessed Value**	800.00		-800.00
Prior SITUS	2077 RED ROSE LN	**Impr Assessed Value**			0.00
Corrected SITUS	2077 RED ROSE LN	**Taxable Value**	800.00		-800.00
PIN R5100 133	**AIN** 33242887				
Correction Date	2/22/2012 3:12 PM				
Change Reason	Deactivated Parcel	**Land Market Value**	25,200.00	0.00	-25,200.00
Prior Legal Party	ROSE TERRACE HOA INC	**Impr Market Value**			0.00
Corrected Legal Party	ROSE TERRACE HOA INC	**Land Assessed Value**	10,080.00		-10,080.00
Prior SITUS	ROSE TERRACE CIR	**Impr Assessed Value**			0.00
Corrected SITUS	ROSE TERRACE CIR	**Taxable Value**	10,080.00		-10,080.00
PIN R5100 182	**AIN** 33242936				
Correction Date	2/22/2012 3:12 PM				
Change Reason	Adjusted for Market Conditions	**Land Market Value**	32,600.00	1,000.00	-31,600.00
Prior Legal Party	ROSE TERRACE HOA INC	**Impr Market Value**			0.00
Corrected Legal Party	ROSE TERRACE HOA INC	**Land Assessed Value**	13,040.00	400.00	-12,640.00
Prior SITUS	ROSE TERRACE CIR	**Impr Assessed Value**			0.00
Corrected SITUS	ROSE TERRACE CIR	**Taxable Value**	13,040.00	400.00	-12,640.00
PIN R6027 022	**AIN** 0609781				
Correction Date	2/26/2012 7:26 PM				
Change Reason	Land Value Adjusted For Market	**Land Market Value**	1,000.00	1,000.00	0.00
Prior Legal Party	MOORINGS UNIT 1	**Impr Market Value**	0.00	0.00	0.00
Corrected Legal Party	MOORINGS UNIT 1	**Land Assessed Value**	400.00	400.00	0.00
Prior SITUS	MOORINGS PKW	**Impr Assessed Value**	0.00	0.00	0.00
Corrected SITUS	MOORINGS PKW	**Taxable Value**	400.00	400.00	0.00

Municipality Corrections Report

			Prior	Current	Difference
PIN R6181 052	**AIN** 0952702				
Correction Date	2/9/2012 12:50 PM				
Change Reason	Bld Added, Updated or Razed	**Land Market Value**	53,200.00	918,600.00	865,400.00
Prior Legal Party	GWINNETT COUNTY	**Impr Market Value**		120,600.00	120,600.00
Corrected Legal Party	GWINNETT COUNTY	**Land Assessed Value**	21,280.00	367,440.00	346,160.00
Prior SITUS	3356 CLUB DR	**Impr Assessed Value**		48,240.00	48,240.00
Corrected SITUS	3356 CLUB DR	**Taxable Value**	0.00	0.00	0.00
PIN R7002 048	**AIN** 1218772				
Correction Date	2/29/2012 1:54 PM				
Change Reason	Adjusted for Market Conditions	**Land Market Value**	22,800.00	22,800.00	0.00
Prior Legal Party	FERNANDEZ RAUDELIS	**Impr Market Value**	133,000.00	101,300.00	-31,700.00
Corrected Legal Party	FERNANDEZ RAUDELIS	**Land Assessed Value**	9,120.00	9,120.00	0.00
Prior SITUS	889 REGENCY DR	**Impr Assessed Value**	53,200.00	40,520.00	-12,680.00
Corrected SITUS	889 REGENCY DR	**Taxable Value**	62,320.00	49,640.00	-12,680.00
PIN R7037 047	**AIN** 1247641				
Correction Date	2/9/2012 12:50 PM				
Change Reason	Adjusted to Sales Price	**Land Market Value**	25,000.00	25,000.00	0.00
Prior Legal Party	BELL GREGORY L	**Impr Market Value**	59,800.00	29,200.00	-30,600.00
Corrected Legal Party	BELL GREGORY L	**Land Assessed Value**	10,000.00	10,000.00	0.00
Prior SITUS	943 TERRACE TRCE	**Impr Assessed Value**	23,920.00	11,680.00	-12,240.00
Corrected SITUS	943 TERRACE TRCE	**Taxable Value**	33,920.00	21,680.00	-12,240.00
PIN R7256 009	**AIN** 1410002				
Correction Date	2/3/2012 3:58 PM				
Change Reason	REMOVE CUVA Exemption	**Land Market Value**	281,300.00	281,300.00	0.00
Prior Legal Party	HALL GRETCHEN PAYNE	**Impr Market Value**	61,200.00	61,200.00	0.00
Corrected Legal Party	HALL GRETCHEN PAYNE	**Land Assessed Value**	4,550.00	112,520.00	107,970.00
Prior SITUS	711 NORTH PRICE RD	**Impr Assessed Value**	24,480.00	24,480.00	0.00
Corrected SITUS	711 NORTH PRICE RD	**Taxable Value**	29,030.00	137,000.00	107,970.00
Totals for Assessment Roll	2011 Real Property ALL	**Land Market Value**	443,100.00	1,249,700.00	806,600.00
		Impr Market Value	254,000.00	312,300.00	58,300.00
Number of Corrections	9	**Land Assessed Value**	69,270.00	499,880.00	430,610.00
Number of PINs Corrected	9	**Impr Assessed Value**	101,600.00	124,920.00	23,320.00
		Taxable Value	149,590.00	209,120.00	59,530.00
Totals for TAG	01 COUNTY Unincorporated	**Land Market Value**	443,100.00	1,249,700.00	806,600.00
		Impr Market Value	254,000.00	312,300.00	58,300.00
Number of Corrections	9	**Land Assessed Value**	69,270.00	499,880.00	430,610.00
Number of PINs Corrected	9	**Impr Assessed Value**	101,600.00	124,920.00	23,320.00
		Taxable Value	149,590.00	209,120.00	59,530.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	07 LILBURN				
Assessment Roll	2011 Real Property ALL				
PIN R6160 014	**AIN** 0884065				
Correction Date	2/29/2012 11:47 AM				
Change Reason	Land Size Changed	**Land Market Value**	238,170.00	50,000.00	-188,170.00
Prior Legal Party	VILLAGE AT INDIAN TRAIL LLC	**Impr Market Value**			0.00
Corrected Legal Party	VILLAGE AT INDIAN TRAIL LLC	**Land Assessed Value**	95,270.00	20,000.00	-75,270.00
Prior SITUS	610 HILLCREST RD	**Impr Assessed Value**			0.00
Corrected SITUS	610 HILLCREST RD	**Taxable Value**	95,270.00	20,000.00	-75,270.00
Totals for Assessment Roll	2011 Real Property ALL	**Land Market Value**	238,170.00	50,000.00	-188,170.00
		Impr Market Value			0.00
Number of Corrections	1	**Land Assessed Value**	95,270.00	20,000.00	-75,270.00
Number of PINs Corrected	1	**Impr Assessed Value**			0.00
		Taxable Value	95,270.00	20,000.00	-75,270.00
Totals for TAG	07 LILBURN	**Land Market Value**	238,170.00	50,000.00	-188,170.00
		Impr Market Value			0.00
Number of Corrections	1	**Land Assessed Value**	95,270.00	20,000.00	-75,270.00
Number of PINs Corrected	1	**Impr Assessed Value**			0.00
		Taxable Value	95,270.00	20,000.00	-75,270.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	10 SNELLVILLE				
Assessment Roll	2011 Real Property ALL				
PIN R5029 139	**AIN** 0341096				
Correction Date	2/27/2012 8:39 AM				
Change Reason	Deactivated Parcel	**Land Market Value**	15,300.00	0.00	-15,300.00
Prior Legal Party	SNELLVILLE RE LLC	**Impr Market Value**			0.00
Corrected Legal Party	SNELLVILLE RE LLC	**Land Assessed Value**	6,120.00		-6,120.00
Prior SITUS	3006 LENORA CHURCH RD	**Impr Assessed Value**			0.00
Corrected SITUS	3006 LENORA CHURCH RD	**Taxable Value**	6,120.00	0.00	-6,120.00
Totals for Assessment Roll	2011 Real Property ALL	**Land Market Value**	15,300.00	0.00	-15,300.00
		Impr Market Value			0.00
Number of Corrections	1	**Land Assessed Value**	6,120.00		-6,120.00
Number of PINs Corrected	1	**Impr Assessed Value**			0.00
		Taxable Value	6,120.00	0.00	-6,120.00
Totals for TAG	10 SNELLVILLE	**Land Market Value**	15,300.00	0.00	-15,300.00
		Impr Market Value			0.00
Number of Corrections	1	**Land Assessed Value**	6,120.00		-6,120.00
Number of PINs Corrected	1	**Impr Assessed Value**			0.00
		Taxable Value	6,120.00	0.00	-6,120.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Report		**Land Market Value**	697,570.00	1,299,700.00	602,130.00
Number of Corrections	12	**Impr Market Value**	254,000.00	312,300.00	58,300.00
		Land Assessed Value	171,060.00	519,880.00	348,820.00
Number of PINs Corrected	12	**Impr Assessed Value**	101,600.00	124,920.00	23,320.00
		Taxable Value	251,380.00	229,120.00	-22,260.00

Municipality Corrections Report

Printed: 3/5/2013 8:57:31 AM

User: GC\JACTAXBATCH02$

Report: Municipality Corrections Report

Criteria

Tax Year: 2011

Change Reasons: Accepted Return Value, Adjusted for Market Conditions, Adjusted to Sales Price, Bld Added, Updated or Razed, Corrective 40% Assd Val (G), Corrective 40% Assd Val (U), Deactivated Parcel, Dispute of Returned Value, Accepted Return Value, L&B Historic Exmp Add/Remove, Land - Taxable to Exempt, Land & Bld - Exempt to Taxable, Land & Bld - Taxable to Exempt, Land & Bld Value Adj For Mkt, Land From Exempt To Taxable, Land Size Changed, Land Value Adjusted For Market, New Bldg at Sale Price, New Parcel, New Parcel at Sale Price, Notice of Current Asseessment, Notice of Current Asseessment, Property Exempt to Taxable, Property Exempt to Taxable, Property Taxable to Exempt, Prorate County Purchase, Rel Val for Tax Bill (UA), Return Filed - Market Adjustme, Return Filed - No Change, Site Improvement To Land, Structure Info Corrected, Structure Value Adj For Market, Under Appeal 85% Value, Zoning or Land Use Change, Personal Property Change Value

Assessment Rolls: 2011 Personal Property ALL

TAGS: All

From Correction End Date: 2/1/2013

To Correction End Date: 2/28/2013

TAG 01 COUNTY Unincorporated

			Prior	Current	Difference
Assessment Roll	2011 Personal Property ALL				
PIN B373665	**AIN** 33314799				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:13 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	SPECIALTY BEDDING PRODUCTS	**Impr Market Value**	12,622.00	17,319.00	4,697.00
Corrected Legal Party	SPECIALTY BEDDING PRODUCTS	**Land Assessed Value**			0.00
Prior SITUS	927 RICHMOND HILL CT	**Impr Assessed Value**	5,050.00	6,930.00	1,880.00
Corrected SITUS	927 RICHMOND HILL CT	**Taxable Value**	5,050.00	6,930.00	1,880.00
PIN B412714	**AIN** 33313247				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:58 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	SPECIALTY BEDDING PRODUCTS INC	**Impr Market Value**	17,319.00	0.00	-17,319.00
Corrected Legal Party	SPECIALTY BEDDING PRODUCTS INC	**Land Assessed Value**		0.00	0.00
Prior SITUS	1475 BUFORD DR 30043	**Impr Assessed Value**	6,930.00	0.00	-6,930.00
Corrected SITUS	927 RICHMOND HILL CT	**Taxable Value**	6,930.00	0.00	-6,930.00

Municipality Corrections Report

			Prior	Current	Difference
PIN B413911	**AIN** 33320299				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:16 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	GLOBAL PRODUCTS INTERNATIONAL GROUP LLC	**Impr Market Value**	573,450.00	671,270.00	97,820.00
Corrected Legal Party	GLOBAL PRODUCTS INTERNATIONAL GROUP LLC	**Land Assessed Value**			0.00
Prior SITUS	6600 GOVERNORS LAKE PKWY	**Impr Assessed Value**	229,380.00	268,500.00	39,120.00
Corrected SITUS	6600 GOVERNORS LAKE PKWY	**Taxable Value**	229,380.00	268,500.00	39,120.00
PIN M103175	**AIN** 33234052				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:03 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	CLARK MARJORIE M	**Impr Market Value**	5,980.00	4,120.00	-1,860.00
Corrected Legal Party	CLARK MARJORIE M	**Land Assessed Value**			0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	2,390.00	1,650.00	-740.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	2,390.00	0.00	-2,390.00
PIN M171731	**AIN** 33264489				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 9:12 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	SANDERS MICHAEL	**Impr Market Value**	26,740.00	0.00	-26,740.00
Corrected Legal Party	SANDERS MICHAEL	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	10,700.00	0.00	-10,700.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	10,700.00	0.00	-10,700.00
PIN M201182	**AIN** 33304488				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 9:12 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	TUMLIN RICHARD H	**Impr Market Value**	16,620.00	0.00	-16,620.00
Corrected Legal Party	TUMLIN RICHARD H	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	6,650.00	0.00	-6,650.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	6,650.00	0.00	-6,650.00
PIN M202160	**AIN** 33305466				
Correction Start-End Date	2/7/2013 2:16 PM - 2/8/2013 9:11 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	HOOPER JAMIE L	**Impr Market Value**	36,670.00	0.00	-36,670.00
Corrected Legal Party	HOOPER JAMIE L	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	14,670.00	0.00	-14,670.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	14,670.00	0.00	-14,670.00
Totals for Assessment Roll	2011 Personal Property ALL	**Land Market Value**		0.00	0.00
		Impr Market Value	689,401.00	692,709.00	3,308.00
Number of Corrections	7	**Land Assessed Value**		0.00	0.00
Number of PINs Corrected	7	**Impr Assessed Value**	275,770.00	277,080.00	1,310.00
		Taxable Value	275,770.00	275,430.00	-340.00

Municipality Corrections Report

				Prior	Current	Difference
Totals for TAG	01	COUNTY Unincorporated	**Land Market Value**		0.00	0.00
Number of Corrections	7		**Impr Market Value**	689,401.00	692,709.00	3,308.00
			Land Assessed Value		0.00	0.00
Number of PINs Corrected	7		**Impr Assessed Value**	275,770.00	277,080.00	1,310.00
			Taxable Value	275,770.00	275,430.00	-340.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	06 LAWRENCEVILLE				
Assessment Roll	2011 Personal Property ALL				
PIN M190793	**AIN** 33296963				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:07 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	STRICKLAND JASON B	**Impr Market Value**	2,600.00	0.00	-2,600.00
Corrected Legal Party	STRICKLAND JASON B	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	1,040.00	0.00	-1,040.00
Corrected SITUS	635 DAVIS RD	**Taxable Value**	1,040.00	0.00	-1,040.00
Totals for Assessment Roll	2011 Personal Property ALL	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	2,600.00	0.00	-2,600.00
Number of PINs Corrected	1	**Land Assessed Value**		0.00	0.00
		Impr Assessed Value	1,040.00	0.00	-1,040.00
		Taxable Value	1,040.00	0.00	-1,040.00
Totals for TAG	06 LAWRENCEVILLE	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	2,600.00	0.00	-2,600.00
Number of PINs Corrected	1	**Land Assessed Value**		0.00	0.00
		Impr Assessed Value	1,040.00	0.00	-1,040.00
		Taxable Value	1,040.00	0.00	-1,040.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	11 SUGAR HILL				
Assessment Roll	2011 Personal Property ALL				
PIN B410548	**AIN** 33309243				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:15 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	BROWNS LANDSCAPING SERVICE INC	**Impr Market Value**	18,000.00	7,500.00	-10,500.00
Corrected Legal Party	BROWNS LANDSCAPING SERVICE INC	**Land Assessed Value**			0.00
Prior SITUS	1475 BROOKDALE DR	**Impr Assessed Value**	7,200.00	3,000.00	-4,200.00
Corrected SITUS	1475 BROOKDALE DR	**Taxable Value**	7,200.00	0.00	-7,200.00
Totals for Assessment Roll	2011 Personal Property ALL	**Land Market Value**			0.00
Number of Corrections	1	**Impr Market Value**	18,000.00	7,500.00	-10,500.00
Number of PINs Corrected	1	**Land Assessed Value**			0.00
		Impr Assessed Value	7,200.00	3,000.00	-4,200.00
		Taxable Value	7,200.00	0.00	-7,200.00
Totals for TAG	11 SUGAR HILL	**Land Market Value**			0.00
Number of Corrections	1	**Impr Market Value**	18,000.00	7,500.00	-10,500.00
Number of PINs Corrected	1	**Land Assessed Value**			0.00
		Impr Assessed Value	7,200.00	3,000.00	-4,200.00
		Taxable Value	7,200.00	0.00	-7,200.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Report		**Land Market Value**		0.00	0.00
Number of Corrections	9	**Impr Market Value**	710,001.00	700,209.00	-9,792.00
		Land Assessed Value		0.00	0.00
Number of PINs Corrected	9	**Impr Assessed Value**	284,010.00	280,080.00	-3,930.00
		Taxable Value	284,010.00	275,430.00	-8,580.00

Municipality Corrections Report

Printed: 3/5/2013 8:47:54 AM

User: GC\JACTAXBATCH01$

Report: Municipality Corrections Report

Criteria

Tax Year: 2012

Change Reasons: Accepted Return Value, Adjusted for Market Conditions, Adjusted to Sales Price, Bld Added, Updated or Razed, Corrective 40% Assd Val (G), Corrective 40% Assd Val (U), Deactivated Parcel, Dispute of Returned Value, Accepted Return Value, L&B Historic Exmp Add/Remove, Land - Taxable to Exempt, Land & Bld - Exempt to Taxable, Land & Bld - Taxable to Exempt, Land & Bld Value Adj For Mkt, Land From Exempt To Taxable, Land Size Changed, Land Value Adjusted For Market, New Bldg at Sale Price, New Parcel, New Parcel at Sale Price, Notice of Current Asseessment, Notice of Current Asseessment, Property Exempt to Taxable, Property Exempt to Taxable, Property Taxable to Exempt, Prorate County Purchase, Rel Val for Tax Bill (UA), Return Filed - Market Adjustme, Return Filed - No Change, Site Improvement To Land, Structure Info Corrected, Structure Value Adj For Market, Under Appeal 85% Value, Zoning or Land Use Change

Assessment Rolls: 2012 Real Property ALL

TAGS: All

From Correction End Date: 2/1/2013

To Correction End Date: 2/28/2013

TAG 01 COUNTY Unincorporated

			Prior	Current	Difference
Assessment Roll	2012 Real Property ALL				
PIN R7062 066	**AIN** 1284490				
Correction Start-End Date	2/4/2013 3:28 PM - 2/5/2013 5:34 PM				
Change Reason	Adjusted for Market Conditions	**Land Market Value**	17,000.00	17,000.00	0.00
Prior Legal Party	COX JAMES R ETAL	**Impr Market Value**	96,200.00	82,300.00	-13,900.00
Corrected Legal Party	COX JAMES R ETAL	**Land Assessed Value**	6,800.00	6,800.00	0.00
Prior SITUS	1730 PINE CREEK DR	**Impr Assessed Value**	38,480.00	32,920.00	-5,560.00
Corrected SITUS	1730 SHADY CREEK LN	**Taxable Value**	45,280.00	39,720.00	-5,560.00
PIN R7326 191	**AIN** 33306539				
Correction Start-End Date	2/4/2013 1:36 PM - 2/4/2013 3:11 PM				
Change Reason	New Parcel	**Land Market Value**	45,000.00	45,000.00	0.00
Prior Legal Party	ARENA HOLDINGS LLC	**Impr Market Value**	30,500.00	30,500.00	0.00
Corrected Legal Party	ARENA HOLDINGS LLC	**Land Assessed Value**	18,000.00	18,000.00	0.00
Prior SITUS	5667 SHADBURN FERRY RD	**Impr Assessed Value**	12,200.00	12,200.00	0.00
Corrected SITUS	SHADBURN FERRY RD	**Taxable Value**	30,200.00	30,200.00	0.00

Municipality Corrections Report

			Prior	Current	Difference
PIN R7352 197	**AIN** 2696770				
Correction Start-End Date	2/8/2013 9:35 AM - 2/15/2013 6:03 PM				
Change Reason	Adjusted for Market Conditions	**Land Market Value**	4,400.00	1,100.00	-3,300.00
Prior Legal Party	HUGGINS WILLIAM CORY	**Impr Market Value**			0.00
Corrected Legal Party	HUGGINS WILLIAM CORY	**Land Assessed Value**	1,760.00	440.00	-1,320.00
Prior SITUS	LAKEVIEW DR	**Impr Assessed Value**			0.00
Corrected SITUS	LAKEVIEW DR	**Taxable Value**	1,760.00	440.00	-1,320.00
Totals for Assessment Roll	2012 Real Property ALL	**Land Market Value**	66,400.00	63,100.00	-3,300.00
		Impr Market Value	126,700.00	112,800.00	-13,900.00
Number of Corrections	3	**Land Assessed Value**	26,560.00	25,240.00	-1,320.00
Number of PINs Corrected	3	**Impr Assessed Value**	50,680.00	45,120.00	-5,560.00
		Taxable Value	77,240.00	70,360.00	-6,880.00
Totals for TAG	01 COUNTY Unincorporated	**Land Market Value**	66,400.00	63,100.00	-3,300.00
		Impr Market Value	126,700.00	112,800.00	-13,900.00
Number of Corrections	3	**Land Assessed Value**	26,560.00	25,240.00	-1,320.00
Number of PINs Corrected	3	**Impr Assessed Value**	50,680.00	45,120.00	-5,560.00
		Taxable Value	77,240.00	70,360.00	-6,880.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	07 LILBURN				
Assessment Roll	2012 Real Property ALL				
PIN R6147 003	**AIN** 0863271				
Correction Start-End Date	2/11/2013 12:08 PM - 2/12/2013 7:54 AM				
Change Reason	Prorate County Purchase	**Land Market Value**	200,000.00	90,000.00	-110,000.00
Prior Legal Party	CITY OF LILBURN DOWNTOWN DEVELOPMENT AUTHORITY	**Impr Market Value**	85,700.00	5,800.00	-79,900.00
Corrected Legal Party	CITY OF LILBURN DOWNTOWN DEVELOPMENT AUTHORITY	**Land Assessed Value**	80,000.00	36,000.00	-44,000.00
Prior SITUS	330 MAIN ST	**Impr Assessed Value**	34,280.00	2,320.00	-31,960.00
Corrected SITUS	330 MAIN ST	**Taxable Value**	114,280.00	38,320.00	-75,960.00
PIN R6147 067	**AIN** 1487722				
Correction Start-End Date	2/11/2013 12:08 PM - 2/12/2013 7:54 AM				
Change Reason	Prorate County Purchase	**Land Market Value**	4,800.00	1,600.00	-3,200.00
Prior Legal Party	CITY OF LILBURN DOWNTOWN DEVELOPMENT AUTHORITY	**Impr Market Value**			0.00
Corrected Legal Party	CITY OF LILBURN DOWNTOWN DEVELOPMENT AUTHORITY	**Land Assessed Value**	1,920.00	640.00	-1,280.00
Prior SITUS	MAIN ST	**Impr Assessed Value**			0.00
Corrected SITUS	MAIN ST	**Taxable Value**	1,920.00	640.00	-1,280.00
Totals for Assessment Roll	2012 Real Property ALL	**Land Market Value**	204,800.00	91,600.00	-113,200.00
		Impr Market Value	85,700.00	5,800.00	-79,900.00
Number of Corrections	2	**Land Assessed Value**	81,920.00	36,640.00	-45,280.00
Number of PINs Corrected	2	**Impr Assessed Value**	34,280.00	2,320.00	-31,960.00
		Taxable Value	116,200.00	38,960.00	-77,240.00
Totals for TAG	07 LILBURN	**Land Market Value**	204,800.00	91,600.00	-113,200.00
		Impr Market Value	85,700.00	5,800.00	-79,900.00
Number of Corrections	2	**Land Assessed Value**	81,920.00	36,640.00	-45,280.00
Number of PINs Corrected	2	**Impr Assessed Value**	34,280.00	2,320.00	-31,960.00
		Taxable Value	116,200.00	38,960.00	-77,240.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	10 SNELLVILLE				
Assessment Roll	2012 Real Property ALL				
PIN R5028 105	**AIN** 0339199				
Correction Start-End Date	2/12/2013 11:45 AM - 2/15/2013 6:03 PM				
Change Reason	Adjusted to Sales Price	**Land Market Value**	36,000.00	36,000.00	0.00
Prior Legal Party	NORRIS BISHOP ENTERPRISE LLC	**Impr Market Value**	144,000.00	59,400.00	-84,600.00
Corrected Legal Party	NORRIS BISHOP ENTERPRISE LLC	**Land Assessed Value**	14,400.00	14,400.00	0.00
Prior SITUS	2624 DORIAN DR	**Impr Assessed Value**	57,600.00	23,760.00	-33,840.00
Corrected SITUS	2624 DORIAN DR	**Taxable Value**	72,000.00	38,160.00	-33,840.00
Totals for Assessment Roll	2012 Real Property ALL	**Land Market Value**	36,000.00	36,000.00	0.00
Number of Corrections	1	**Impr Market Value**	144,000.00	59,400.00	-84,600.00
		Land Assessed Value	14,400.00	14,400.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	57,600.00	23,760.00	-33,840.00
		Taxable Value	72,000.00	38,160.00	-33,840.00
Totals for TAG	10 SNELLVILLE	**Land Market Value**	36,000.00	36,000.00	0.00
Number of Corrections	1	**Impr Market Value**	144,000.00	59,400.00	-84,600.00
		Land Assessed Value	14,400.00	14,400.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	57,600.00	23,760.00	-33,840.00
		Taxable Value	72,000.00	38,160.00	-33,840.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	11 SUGAR HILL				
Assessment Roll	2012 Real Property ALL				
PIN R7253 160	**AIN** 33225128				
Correction Start-End Date	2/25/2013 4:33 PM - 2/27/2013 12:13 PM				
Change Reason	Adjusted for Market Conditions	**Land Market Value**	34,000.00	34,000.00	0.00
Prior Legal Party	TURCOTTE RONALD	**Impr Market Value**	125,800.00	57,000.00	-68,800.00
Corrected Legal Party	TURCOTTE RONALD	**Land Assessed Value**	13,600.00	13,600.00	0.00
Prior SITUS	4431 TENCH RD UN 340A	**Impr Assessed Value**	50,320.00	22,800.00	-27,520.00
Corrected SITUS	4433 TENCH RD UN 340	**Taxable Value**	63,920.00	36,400.00	-27,520.00
Totals for Assessment Roll	2012 Real Property ALL	**Land Market Value**	34,000.00	34,000.00	0.00
Number of Corrections	1	**Impr Market Value**	125,800.00	57,000.00	-68,800.00
Number of PINs Corrected	1	**Land Assessed Value**	13,600.00	13,600.00	0.00
		Impr Assessed Value	50,320.00	22,800.00	-27,520.00
		Taxable Value	63,920.00	36,400.00	-27,520.00
Totals for TAG	11 SUGAR HILL	**Land Market Value**	34,000.00	34,000.00	0.00
Number of Corrections	1	**Impr Market Value**	125,800.00	57,000.00	-68,800.00
Number of PINs Corrected	1	**Land Assessed Value**	13,600.00	13,600.00	0.00
		Impr Assessed Value	50,320.00	22,800.00	-27,520.00
		Taxable Value	63,920.00	36,400.00	-27,520.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Report		**Land Market Value**	341,200.00	224,700.00	-116,500.00
Number of Corrections	7	**Impr Market Value**	482,200.00	235,000.00	-247,200.00
		Land Assessed Value	136,480.00	89,880.00	-46,600.00
Number of PINs Corrected	7	**Impr Assessed Value**	192,880.00	94,000.00	-98,880.00
		Taxable Value	329,360.00	183,880.00	-145,480.00

Municipality Corrections Report

Printed: 3/5/2013 8:53:09 AM

User: GC\JACTAXBATCH02$

Report: Municipality Corrections Report

Criteria

Tax Year: 2012

Change Reasons: Accepted Return Value, Adjusted for Market Conditions, Adjusted to Sales Price, Bld Added, Updated or Razed, Corrective 40% Assd Val (G), Corrective 40% Assd Val (U), Deactivated Parcel, Dispute of Returned Value, Accepted Return Value, L&B Historic Exmp Add/Remove, Land - Taxable to Exempt, Land & Bld - Exempt to Taxable, Land & Bld - Taxable to Exempt, Land & Bld Value Adj For Mkt, Land From Exempt To Taxable, Land Size Changed, Land Value Adjusted For Market, New Bldg at Sale Price, New Parcel, New Parcel at Sale Price, Notice of Current Asseessment, Notice of Current Asseessment, Property Exempt to Taxable, Property Exempt to Taxable, Property Taxable to Exempt, Prorate County Purchase, Rel Val for Tax Bill (UA), Return Filed - Market Adjustme, Return Filed - No Change, Site Improvement To Land, Structure Info Corrected, Structure Value Adj For Market, Under Appeal 85% Value, Zoning or Land Use Change, Personal Property Change Value

Assessment Rolls: 2012 Personal Property with Exclusion

TAGS: All

From Correction End Date: 2/1/2013

To Correction End Date: 2/28/2013

TAG 02 BUFORD

			Prior	Current	Difference
Assessment Roll	2012 Personal Property with Exclusion				
PIN B340339	**AIN** 3648676				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:40 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	BAC TRAC PLUMBING INC	**Impr Market Value**	110,978.00	0.00	-110,978.00
Corrected Legal Party	BAC TRAC PLUMBING INC	**Land Assessed Value**		0.00	0.00
Prior SITUS	292 SWANSON DR B	**Impr Assessed Value**	44,390.00	0.00	-44,390.00
Corrected SITUS	4913 SUMMER OAK DR STE B	**Taxable Value**	44,390.00	0.00	-44,390.00
PIN B360689	**AIN** 33226445				
Correction Start-End Date	2/7/2013 2:16 PM - 2/8/2013 8:17 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	KMPFIXTURES LLC	**Impr Market Value**	653,610.00	0.00	-653,610.00
Corrected Legal Party	KMPFIXTURES LLC	**Land Assessed Value**		0.00	0.00
Prior SITUS	943 BUFORD HWY	**Impr Assessed Value**	261,450.00	0.00	-261,450.00
Corrected SITUS	1850 SOUTH LEE CT	**Taxable Value**	261,450.00	0.00	-261,450.00

Municipality Corrections Report

			Prior	Current	Difference
PIN B370936	**AIN** 33255345				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:06 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	OLDE TOWN COUNTRY CORNER	**Impr Market Value**	50,000.00	0.00	-50,000.00
Corrected Legal Party	OLDE TOWN COUNTRY CORNER	**Land Assessed Value**		0.00	0.00
Prior SITUS	298 WEST MAIN ST	**Impr Assessed Value**	20,000.00	0.00	-20,000.00
Corrected SITUS	298 W MAIN ST	**Taxable Value**	20,000.00	0.00	-20,000.00
PIN B413290	**AIN** 33313457				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:17 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	GRAND SLAM II	**Impr Market Value**	89,171.00	0.00	-89,171.00
Corrected Legal Party	GRAND SLAM II	**Land Assessed Value**		0.00	0.00
Prior SITUS	2685 BUFORD HWY	**Impr Assessed Value**	35,660.00	0.00	-35,660.00
Corrected SITUS	2685 BUFORD HWY NE	**Taxable Value**	35,660.00	0.00	-35,660.00
PIN B421553	**AIN** 33318380				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:18 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	BRASELTON COLLISION LLC	**Impr Market Value**	47,750.00	0.00	-47,750.00
Corrected Legal Party	BRASELTON COLLISION LLC	**Land Assessed Value**		0.00	0.00
Prior SITUS	4600 S LEE ST	**Impr Assessed Value**	19,100.00	0.00	-19,100.00
Corrected SITUS	4600 S LEE ST	**Taxable Value**	19,100.00	0.00	-19,100.00
PIN B422956	**AIN** 33324534				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:17 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	HUGHES PAINT & BODY	**Impr Market Value**		47,750.00	47,750.00
Corrected Legal Party	HUGHES PAINT & BODY	**Land Assessed Value**			0.00
Prior SITUS	4600 SOUTH LEE ST	**Impr Assessed Value**		19,100.00	19,100.00
Corrected SITUS	4600 S LEE ST	**Taxable Value**		19,100.00	19,100.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**		0.00	0.00
		Impr Market Value	951,509.00	47,750.00	-903,759.00
Number of Corrections	6	**Land Assessed Value**		0.00	0.00
Number of PINs Corrected	6	**Impr Assessed Value**	380,600.00	19,100.00	-361,500.00
		Taxable Value	380,600.00	19,100.00	-361,500.00
Totals for TAG	02 BUFORD	**Land Market Value**		0.00	0.00
		Impr Market Value	951,509.00	47,750.00	-903,759.00
Number of Corrections	6	**Land Assessed Value**		0.00	0.00
Number of PINs Corrected	6	**Impr Assessed Value**	380,600.00	19,100.00	-361,500.00
		Taxable Value	380,600.00	19,100.00	-361,500.00

Municipality Corrections Report

TAG 01 COUNTY Unincorporated

Assessment Roll 2012 Personal Property with Exclusion

			Prior	Current	Difference
PIN B017178	**AIN** 0093394				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 10:55 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	GE CAPITAL TECHNOLOGY MANAGEMENT SERVICES CORP	**Impr Market Value**	8,625,470.00	8,626,363.00	893.00
Corrected Legal Party	GE CAPITAL TECHNOLOGY MANAGEMENT SERVICES CORP	**Land Assessed Value**			0.00
Prior SITUS	LEASED EQUIPMENT	**Impr Assessed Value**	3,450,180.00	3,450,540.00	360.00
Corrected SITUS	LEASED EQUIPMENT	**Taxable Value**	3,450,180.00	3,450,540.00	360.00
PIN B027211	**AIN** 1660386				
Correction Start-End Date	2/6/2013 2:41 PM - 2/6/2013 4:22 PM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	PRICE INDUSTRIES INC	**Impr Market Value**	9,499,275.00	9,499,275.00	0.00
Corrected Legal Party	PRICE INDUSTRIES INC	**Land Assessed Value**			0.00
Prior SITUS	2975 SHAWNEE RIDGE CT	**Impr Assessed Value**	3,799,710.00	3,799,710.00	0.00
Corrected SITUS	2975 SHAWNEE RIDGE CT	**Taxable Value**	3,799,710.00	3,799,710.00	0.00
PIN B101271	**AIN** 3111818				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:39 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	GO 4 FEET	**Impr Market Value**	36,544.00	0.00	-36,544.00
Corrected Legal Party	GO 4 FEET	**Land Assessed Value**		0.00	0.00
Prior SITUS	1525 E PARK PLACE BLV 1800	**Impr Assessed Value**	14,630.00	0.00	-14,630.00
Corrected SITUS	1525 EAST PARK PLACE BLVD STE 1800	**Taxable Value**	14,630.00	0.00	-14,630.00
PIN B202355	**AIN** 3389689				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:02 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	BOSE CORPORATION	**Impr Market Value**	210,585.00	143,113.00	-67,472.00
Corrected Legal Party	BOSE CORPORATION	**Land Assessed Value**			0.00
Prior SITUS	5900 SUGARLOAF PKWY 274	**Impr Assessed Value**	84,230.00	57,250.00	-26,980.00
Corrected SITUS	5900 SUGARLOAF PKW 274	**Taxable Value**	84,230.00	57,250.00	-26,980.00
PIN B302620	**AIN** 3609981				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:03 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	DATAJET SERVICES INC	**Impr Market Value**	40,823.00	0.00	-40,823.00
Corrected Legal Party	DATAJET SERVICES INC	**Land Assessed Value**		0.00	0.00
Prior SITUS	2865 NORTH BERKELEY LAKE RD 2	**Impr Assessed Value**	16,330.00	0.00	-16,330.00
Corrected SITUS	2865 NORTH BERKELEY LAKE RD 2	**Taxable Value**	16,330.00	0.00	-16,330.00

Municipality Corrections Report

			Prior	Current	Difference
PIN B373676	**AIN** 33314810				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 8:15 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	UP THE RIVER OUTFITTERS	**Impr Market Value**	98,126.00	0.00	-98,126.00
Corrected Legal Party	UP THE RIVER OUTFITTERS	**Land Assessed Value**		0.00	0.00
Prior SITUS	6144 CUMMING HWY	**Impr Assessed Value**	39,250.00	0.00	-39,250.00
Corrected SITUS	6144 CUMMING HWY	**Taxable Value**	39,250.00	0.00	-39,250.00
PIN B382432	**AIN** 33285097				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:40 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	FURNITURE CLEARANCE CENTER THE	**Impr Market Value**	130,632.00	0.00	-130,632.00
Corrected Legal Party	FURNITURE CLEARANCE CENTER THE	**Land Assessed Value**		0.00	0.00
Prior SITUS	6624 DAWSON BLVD STE 336	**Impr Assessed Value**	52,250.00	0.00	-52,250.00
Corrected SITUS	6624 DAWSON BLVD STE 336	**Taxable Value**	52,250.00	0.00	-52,250.00
PIN B391145	**AIN** 33292706				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:07 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	CORPORATE CARE BUILDING SERVICES	**Impr Market Value**	75,000.00	0.00	-75,000.00
Corrected Legal Party	CORPORATE CARE BUILDING SERVICES	**Land Assessed Value**		0.00	0.00
Prior SITUS	3764 PEACHTREE CREST DR STE B200	**Impr Assessed Value**	30,000.00	0.00	-30,000.00
Corrected SITUS	3764 PEACHTREE CREST DR STE B200	**Taxable Value**	30,000.00	0.00	-30,000.00
PIN B401327	**AIN** 33301789				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:08 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	ATL TECH FORCE	**Impr Market Value**	63,000.00	0.00	-63,000.00
Corrected Legal Party	ATL TECH FORCE	**Land Assessed Value**		0.00	0.00
Prior SITUS	116 GAINSBOROUGH WAY	**Impr Assessed Value**	25,200.00	0.00	-25,200.00
Corrected SITUS	116 GAINSBOROUGH WAY	**Taxable Value**	25,200.00	0.00	-25,200.00
PIN B402339	**AIN** 33306428				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:08 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	ROCK A WIG INC	**Impr Market Value**	12,500.00		-12,500.00
Corrected Legal Party	ROCK A WIG INC	**Land Assessed Value**			0.00
Prior SITUS	1812 N BROWN RD STE 30-	**Impr Assessed Value**	5,000.00		-5,000.00
Corrected SITUS	1812 N BROWN RD STE 30-	**Taxable Value**	5,000.00		-5,000.00
PIN B411977	**AIN** 33311076				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:17 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	LEATHER & SPORTS	**Impr Market Value**	39,400.00	0.00	-39,400.00
Corrected Legal Party	LEATHER & SPORTS	**Land Assessed Value**		0.00	0.00
Prior SITUS	5900 SUGARLOAF PKWY STE 314	**Impr Assessed Value**	15,760.00	0.00	-15,760.00
Corrected SITUS	5900 SUGARLOAF PKW STE 314	**Taxable Value**	15,760.00	0.00	-15,760.00

Municipality Corrections Report

			Prior	Current	Difference
PIN B420093	**AIN** 33315439				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:17 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	QQ CHOCOLATES	**Impr Market Value**	49,631.00	0.00	-49,631.00
Corrected Legal Party	QQ CHOCOLATES	**Land Assessed Value**		0.00	0.00
Prior SITUS	5900 SUGARLOAF PKWY UNIT 47	**Impr Assessed Value**	19,850.00	0.00	-19,850.00
Corrected SITUS	5900 SUGARLOAF PKWY UNIT 47	**Taxable Value**	19,850.00	0.00	-19,850.00
PIN B420617	**AIN** 33315963				
Correction Start-End Date	2/7/2013 2:16 PM - 2/8/2013 8:58 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	A&G DISCOUNT	**Impr Market Value**	71,375.00	0.00	-71,375.00
Corrected Legal Party	A&G DISCOUNT	**Land Assessed Value**		0.00	0.00
Prior SITUS	175 DUNAGAN DR	**Impr Assessed Value**	28,550.00	0.00	-28,550.00
Corrected SITUS	175 DUNAGAN DR	**Taxable Value**	28,550.00	0.00	-28,550.00
PIN B421344	**AIN** 33318171				
Correction Start-End Date	2/7/2013 2:16 PM - 2/8/2013 8:58 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	LATINO AMERICAN SERVICES #2	**Impr Market Value**	61,800.00	0.00	-61,800.00
Corrected Legal Party	LATINO AMERICAN SERVICES #2	**Land Assessed Value**		0.00	0.00
Prior SITUS	1500 PLEASANT HILL RD STE 106	**Impr Assessed Value**	24,720.00	0.00	-24,720.00
Corrected SITUS	1500 PLEASANT HILL RD STE 106	**Taxable Value**	24,720.00	0.00	-24,720.00
PIN B431082	**AIN** 33321986				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:16 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	FURNITURE CLUB OF ATLANTA	**Impr Market Value**		130,185.00	130,185.00
Corrected Legal Party	FURNITURE CLUB OF ATLANTA	**Land Assessed Value**			0.00
Prior SITUS	6624 DAWSON BLVD	**Impr Assessed Value**		52,070.00	52,070.00
Corrected SITUS	6624 DAWSON BLVD	**Taxable Value**		52,070.00	52,070.00
PIN M021731	**AIN** 2201274				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 8:14 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	JOHNSON GEORGE J	**Impr Market Value**	6,086.00	0.00	-6,086.00
Corrected Legal Party	JOHNSON GEORGE J	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	2,430.00	0.00	-2,430.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	2,430.00	0.00	-2,430.00
PIN M063376	**AIN** 3426622				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 8:14 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	SANDERS WILLARD R JR	**Impr Market Value**	7,450.00	0.00	-7,450.00
Corrected Legal Party	SANDERS WILLARD R JR	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	2,980.00	0.00	-2,980.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	2,980.00	0.00	-2,980.00

Municipality Corrections Report

			Prior	Current	Difference
PIN M103175	**AIN** 33234052				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:05 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	CLARK MARJORIE M	**Impr Market Value**	5,801.00	3,996.00	-1,805.00
Corrected Legal Party	CLARK MARJORIE M	**Land Assessed Value**			0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	2,320.00	1,600.00	-720.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	2,320.00	0.00	-2,320.00
PIN M104040	**AIN** 33234917				
Correction Start-End Date	2/7/2013 2:16 PM - 2/8/2013 9:11 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	WILSON PAUL	**Impr Market Value**	9,361.00	0.00	-9,361.00
Corrected Legal Party	WILSON PAUL	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	3,740.00	0.00	-3,740.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	3,740.00	0.00	-3,740.00
PIN M182378	**AIN** 33286873				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:07 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	CLARK MARJORIE M	**Impr Market Value**	3,996.00	0.00	-3,996.00
Corrected Legal Party	CLARK MARJORIE M	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	1,600.00	0.00	-1,600.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	1,600.00	0.00	-1,600.00
PIN M190015	**AIN** 33300628				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:07 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	GUILLORY CHRISTINA	**Impr Market Value**	10,631.00	0.00	-10,631.00
Corrected Legal Party	GUILLORY CHRISTINA	**Land Assessed Value**		0.00	0.00
Prior SITUS	3430 SWEET BASIL LN	**Impr Assessed Value**	4,250.00	0.00	-4,250.00
Corrected SITUS	3430 SWEET BASIL LN	**Taxable Value**	4,250.00	0.00	-4,250.00
PIN M191504	**AIN** 33297674				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:07 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	NASAB NASSER	**Impr Market Value**	7,896.00	0.00	-7,896.00
Corrected Legal Party	NASAB NASSER	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	3,160.00	0.00	-3,160.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	3,160.00	0.00	-3,160.00
PIN M210100	**AIN** 33311680				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:08 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	SKOCZEN ARTUR	**Impr Market Value**	32,204.00	0.00	-32,204.00
Corrected Legal Party	SKOCZEN ARTUR	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	12,880.00	0.00	-12,880.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	12,880.00	0.00	-12,880.00

Municipality Corrections Report

			Prior	Current	Difference
PIN M210871	**AIN** 33312451				
Correction Start-End Date	2/7/2013 2:16 PM - 2/8/2013 9:11 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	PETERSEN GLENN J	**Impr Market Value**	39,091.00	0.00	-39,091.00
Corrected Legal Party	PETERSEN GLENN J	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	15,640.00	0.00	-15,640.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	15,640.00	0.00	-15,640.00
PIN M210919	**AIN** 33312499				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:08 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	MANN JAMES T	**Impr Market Value**	14,550.00	0.00	-14,550.00
Corrected Legal Party	MANN JAMES T	**Land Assessed Value**		0.00	0.00
Prior SITUS	UNINCORP GWINNETT CO	**Impr Assessed Value**	5,820.00	0.00	-5,820.00
Corrected SITUS	UNINCORP GWINNETT CO	**Taxable Value**	5,820.00	0.00	-5,820.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**		0.00	0.00
Number of Corrections	25	**Impr Market Value**	19,151,227.00	18,402,932.00	-748,295.00
		Land Assessed Value		0.00	0.00
Number of PINs Corrected	25	**Impr Assessed Value**	7,660,480.00	7,361,170.00	-299,310.00
		Taxable Value	7,660,480.00	7,359,570.00	-300,910.00
Totals for TAG	01 COUNTY Unincorporated	**Land Market Value**		0.00	0.00
Number of Corrections	25	**Impr Market Value**	19,151,227.00	18,402,932.00	-748,295.00
		Land Assessed Value		0.00	0.00
Number of PINs Corrected	25	**Impr Assessed Value**	7,660,480.00	7,361,170.00	-299,310.00
		Taxable Value	7,660,480.00	7,359,570.00	-300,910.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	07 LILBURN				
Assessment Roll	2012 Personal Property with Exclusion				
PIN B381694	**AIN** 33283275				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:40 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	AUTO FAST	**Impr Market Value**	15,000.00	0.00	-15,000.00
Corrected Legal Party	AUTO FAST	**Land Assessed Value**		0.00	0.00
Prior SITUS	4455 BUSINESS PARK CT STE B	**Impr Assessed Value**	6,000.00	0.00	-6,000.00
Corrected SITUS	4455 BUSINESS PARK CT STE B	**Taxable Value**	6,000.00	0.00	-6,000.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	15,000.00	0.00	-15,000.00
Number of PINs Corrected	1	**Land Assessed Value**		0.00	0.00
		Impr Assessed Value	6,000.00	0.00	-6,000.00
		Taxable Value	6,000.00	0.00	-6,000.00
Totals for TAG	07 LILBURN	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	15,000.00	0.00	-15,000.00
Number of PINs Corrected	1	**Land Assessed Value**		0.00	0.00
		Impr Assessed Value	6,000.00	0.00	-6,000.00
		Taxable Value	6,000.00	0.00	-6,000.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	09 NORCROSS				
Assessment Roll	2012 Personal Property with Exclusion				
PIN B380051	**AIN** 33277866				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:40 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	RODRIGUEZ TOOLS DISTRIBUTION CENTER INC	**Impr Market Value**	86,329.00	0.00	-86,329.00
Corrected Legal Party	RODRIGUEZ TOOLS DISTRIBUTION CENTER INC	**Land Assessed Value**		0.00	0.00
Prior SITUS	5894 GOSHEN SPRINGS RD	**Impr Assessed Value**	34,540.00	0.00	-34,540.00
Corrected SITUS	5894 GOSHEN SPRINGS RD	**Taxable Value**	34,540.00	0.00	-34,540.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	86,329.00	0.00	-86,329.00
Number of PINs Corrected	1	**Land Assessed Value**		0.00	0.00
		Impr Assessed Value	34,540.00	0.00	-34,540.00
		Taxable Value	34,540.00	0.00	-34,540.00
Totals for TAG	09 NORCROSS	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	86,329.00	0.00	-86,329.00
Number of PINs Corrected	1	**Land Assessed Value**		0.00	0.00
		Impr Assessed Value	34,540.00	0.00	-34,540.00
		Taxable Value	34,540.00	0.00	-34,540.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	20 PEACHTREE CORNERS				
Assessment Roll	2012 Personal Property with Exclusion				
PIN B390198	**AIN** 33289890				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 8:14 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	CG DENTAL ASSOCIATES PC	**Impr Market Value**	45,647.00	0.00	-45,647.00
Corrected Legal Party	CG DENTAL ASSOCIATES PC	**Land Assessed Value**		0.00	0.00
Prior SITUS	736 HOLCOMB BRIDGE RD	**Impr Assessed Value**	18,260.00	0.00	-18,260.00
Corrected SITUS	5448 A SPALDING DR Bldg BLDG	**Taxable Value**	18,260.00	0.00	-18,260.00
PIN B411425	**AIN** 33310524				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 8:40 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	ALPINE AUTO INC	**Impr Market Value**	12,030.00	0.00	-12,030.00
Corrected Legal Party	ALPINE AUTO INC	**Land Assessed Value**		0.00	0.00
Prior SITUS	7095 JIMMY CARTER BLVD	**Impr Assessed Value**	4,800.00	0.00	-4,800.00
Corrected SITUS	7095 JIMMY CARTER BLVD	**Taxable Value**	4,800.00	0.00	-4,800.00
PIN B413911	**AIN** 33320299				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:16 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	GLOBAL PRODUCTS INTERNATIONAL GROUP LLC	**Impr Market Value**	671,270.00	573,450.00	-97,820.00
Corrected Legal Party	GLOBAL PRODUCTS INTERNATIONAL GROUP LLC	**Land Assessed Value**			0.00
Prior SITUS	6600 GOVERNORS LAKE PKWY	**Impr Assessed Value**	268,500.00	229,380.00	-39,120.00
Corrected SITUS	6600 GOVERNORS LAKE PKWY	**Taxable Value**	268,500.00	229,380.00	-39,120.00
PIN B422958	**AIN** 33324565				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:17 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	NORCROSS DENTAL ASSOCIATES PC	**Impr Market Value**		45,647.00	45,647.00
Corrected Legal Party	NORCROSS DENTAL ASSOCIATES PC	**Land Assessed Value**			0.00
Prior SITUS	5448 SPALDING DR Bldg 100A	**Impr Assessed Value**		18,260.00	18,260.00
Corrected SITUS	5448 SPALDING DR Bldg 100A	**Taxable Value**		18,260.00	18,260.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**		0.00	0.00
		Impr Market Value	728,947.00	619,097.00	-109,850.00
Number of Corrections	4	**Land Assessed Value**		0.00	0.00
Number of PINs Corrected	4	**Impr Assessed Value**	291,560.00	247,640.00	-43,920.00
		Taxable Value	291,560.00	247,640.00	-43,920.00
Totals for TAG	20 PEACHTREE CORNERS	**Land Market Value**		0.00	0.00
		Impr Market Value	728,947.00	619,097.00	-109,850.00
Number of Corrections	4	**Land Assessed Value**		0.00	0.00
Number of PINs Corrected	4	**Impr Assessed Value**	291,560.00	247,640.00	-43,920.00
		Taxable Value	291,560.00	247,640.00	-43,920.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	10 SNELLVILLE				
Assessment Roll	2012 Personal Property with Exclusion				
PIN B100630	**AIN** 3074203				
Correction Start-End Date	2/20/2013 10:11 AM - 2/21/2013 11:01 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	CHURCH DESIGN & CONSTRUCTION	**Impr Market Value**	25,283.00	0.00	-25,283.00
Corrected Legal Party	CHURCH DESIGN & CONSTRUCTION	**Land Assessed Value**		0.00	0.00
Prior SITUS	2336 WISTERIA DR 360	**Impr Assessed Value**	10,120.00	0.00	-10,120.00
Corrected SITUS	2336 WISTERIA DR 360	**Taxable Value**	10,120.00	0.00	-10,120.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	25,283.00	0.00	-25,283.00
		Land Assessed Value		0.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	10,120.00	0.00	-10,120.00
		Taxable Value	10,120.00	0.00	-10,120.00
Totals for TAG	10 SNELLVILLE	**Land Market Value**		0.00	0.00
Number of Corrections	1	**Impr Market Value**	25,283.00	0.00	-25,283.00
		Land Assessed Value		0.00	0.00
Number of PINs Corrected	1	**Impr Assessed Value**	10,120.00	0.00	-10,120.00
		Taxable Value	10,120.00	0.00	-10,120.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	11 SUGAR HILL				
Assessment Roll	2012 Personal Property with Exclusion				
PIN B410548	**AIN** 33309243				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:15 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	BROWNS LANDSCAPING SERVICE INC	**Impr Market Value**	18,000.00	7,500.00	-10,500.00
Corrected Legal Party	BROWNS LANDSCAPING SERVICE INC	**Land Assessed Value**			0.00
Prior SITUS	1475 BROOKDALE DR	**Impr Assessed Value**	7,200.00	3,000.00	-4,200.00
Corrected SITUS	1475 BROOKDALE DR	**Taxable Value**	7,200.00	0.00	-7,200.00
PIN B412479	**AIN** 33312665				
Correction Start-End Date	2/7/2013 2:16 PM - 2/8/2013 8:58 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	STENNIS PROPERTIES INVESTMENTS INC.	**Impr Market Value**	7,700.00	0.00	-7,700.00
Corrected Legal Party	STENNIS PROPERTIES INVESTMENTS INC.	**Land Assessed Value**		0.00	0.00
Prior SITUS	1425 BROOKDALE DR	**Impr Assessed Value**	3,080.00	0.00	-3,080.00
Corrected SITUS	1425 BROOKDALE DR	**Taxable Value**	3,080.00	0.00	-3,080.00
PIN M100408	**AIN** 33283263				
Correction Start-End Date	2/7/2013 4:18 PM - 2/8/2013 9:12 AM				
Change Reason	Deactivated Parcel	**Land Market Value**		0.00	0.00
Prior Legal Party	STERRITT TIMOTHY R	**Impr Market Value**	9,700.00	0.00	-9,700.00
Corrected Legal Party	STERRITT TIMOTHY R	**Land Assessed Value**		0.00	0.00
Prior SITUS	L & M BOAT STORAGE	**Impr Assessed Value**	3,880.00	0.00	-3,880.00
Corrected SITUS	L & M BOAT STORAGE	**Taxable Value**	3,880.00	0.00	-3,880.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**		0.00	0.00
		Impr Market Value	35,400.00	7,500.00	-27,900.00
Number of Corrections	3	**Land Assessed Value**		0.00	0.00
Number of PINs Corrected	3	**Impr Assessed Value**	14,160.00	3,000.00	-11,160.00
		Taxable Value	14,160.00	0.00	-14,160.00
Totals for TAG	11 SUGAR HILL	**Land Market Value**		0.00	0.00
		Impr Market Value	35,400.00	7,500.00	-27,900.00
Number of Corrections	3	**Land Assessed Value**		0.00	0.00
Number of PINs Corrected	3	**Impr Assessed Value**	14,160.00	3,000.00	-11,160.00
		Taxable Value	14,160.00	0.00	-14,160.00

Municipality Corrections Report

			Prior	Current	Difference
TAG	12 SUWANEE				
Assessment Roll	2012 Personal Property with Exclusion				
PIN B421906	**AIN** 33318732				
Correction Start-End Date	2/7/2013 12:07 PM - 2/8/2013 9:15 AM				
Change Reason	Personal Property Change Value	**Land Market Value**			0.00
Prior Legal Party	CONTOUR HAIR STUDIO	**Impr Market Value**	13,214.00	400.00	-12,814.00
Corrected Legal Party	CONTOUR HAIR STUDIO	**Land Assessed Value**			0.00
Prior SITUS	3725 LAWRENCEVILLE SUWANEE RD STE B7	**Impr Assessed Value**	5,290.00	160.00	-5,130.00
Corrected SITUS	3725 LAWRENCEVILLE SUWANEE RD STE B7	**Taxable Value**	5,290.00	160.00	-5,130.00
Totals for Assessment Roll	2012 Personal Property with Exclusion	**Land Market Value**			0.00
Number of Corrections	1	**Impr Market Value**	13,214.00	400.00	-12,814.00
		Land Assessed Value			0.00
Number of PINs Corrected	1	**Impr Assessed Value**	5,290.00	160.00	-5,130.00
		Taxable Value	5,290.00	160.00	-5,130.00
Totals for TAG	12 SUWANEE	**Land Market Value**			0.00
Number of Corrections	1	**Impr Market Value**	13,214.00	400.00	-12,814.00
		Land Assessed Value			0.00
Number of PINs Corrected	1	**Impr Assessed Value**	5,290.00	160.00	-5,130.00
		Taxable Value	5,290.00	160.00	-5,130.00

Municipality Corrections Report

			Prior	Current	Difference
Totals for Report		**Land Market Value**		0.00	0.00
Number of Corrections	42	**Impr Market Value**	21,006,909.00	19,077,679.00	-1,929,230.00
		Land Assessed Value		0.00	0.00
Number of PINs Corrected	42	**Impr Assessed Value**	8,402,750.00	7,631,070.00	-771,680.00
		Taxable Value	8,402,750.00	7,626,470.00	-776,280.00

Date Turned In:_____

GWINNETT COUNTY TAX DIGEST CORRECTIONS
REAL AND PERSONAL PROPERTY

Work Session Date: 5-7-13

	Parcel ID #	Ownership On Tax Digest	Prior Assessment	Current Assessment	Adjusted Amount	Tax Year	Reason:
	Per Corrections Report	Real Property	$56,760	$10,280	($46,480)	2009	Per Corrections Report
	TOTALS		$56,760	$10,280	($46,480)		

Number of PINs Corrected 1 Real Property

	Per Corrections Report	Personal Property	$2,470	$14,000	$11,530	2010	Per Corrections Report
		Real Property	$507,480	$368,160	($139,320)		
	TOTALS		$509,950	$382,160	($127,790)		

Number of PIN's Corrected 2 Personal Property
3 Real Property

	Per Corrections Report	Personal Property	$284,010	$275,430	($8,580)	2011	Per Corrections Report
		Real Property	$76,240	$66,960	($9,280)		
	TOTALS		$360,250	$342,390	($17,860)		

Number of PIN's Corrected 9 Personal Property
1 Real Property

	Per Corrections Report	Personal Property	$8,402,750	$7,626,470	($776,280)	2012	Per Corrections Report
		Real Property	$329,360	$183,880	($145,480)		
	TOTALS		$8,732,110	$7,810,350	($921,760)		

Number of PIN's Corrected 42 Personal Property
7 Real Property

DATE_____ NORMAN NASH, CHAIRMAN, BOARD OF ASSESSORS_____ STEVE PRUITT, CHIEF APPRAISER_____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130362	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Fire Services			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SEM			Multiple Depts?	No
Budget Type:	Operating			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

BL016-13, purchase of medical supplies on an annual contract (May 09, 2013 through May 08, 2014), to low and low responsive bidders per the recommendation letter attachment A, base bid $514,420.71. This contract is funded by the Fire/EMS Fund.

Attachments	Summary sheet, justification letter, tabulation
Authorization: Chairman's Signature?	No
Staff Recommendation	Award
Department Head	gwmyers (4/22/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Fire/EMS	*	$514,421	ajbovos (4/24/2013)
Finance Comments	*The current balance in each fund is checked as items are purchased. The requested allocation is a county wide estimate based on the recommended low bid. For FY 2013, $300,079 is allocated and $214,342 is subject to budget approval for FY 2014.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – BL016-13
Purchase of Medical Supplies on an Annual Contract

PURPOSE:	Provide medical supplies to be used by Fire and Emergency Services personnel.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$514,420.71*
PREVIOUS CONTRACT AWARD AMOUNT:	$385,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	$446,646.64
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS MAILED:	30 107 Website viewings
NUMBER OF RESPONSES:	22 2 No bids
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	May 09, 2013 through May 08, 2014

COMMENTS: This is a demand usage contract; usage will vary depending on need. The following line items are being rejected and the specifications will be revised and re-solicited: Section A, Item 49, Section B, Item 4, Section C, Item 1, and Section H, Item 3.

Low bid for items B9 and B10 was deemed non-responsive for using plastic instead of the required metal for latches. Low bid for item B15 was deemed non-responsive for not meeting the minimum weight requirement. Low bid for items C13-C19 was deemed non-responsive as the supplier withdrew 2 items from a group of items that are to be awarded to a single supplier. Low bid item D21 was deemed non-responsive as it was not a prep safety razor as required. Low bid for items G1-G6 was deemed non-responsive as they were not blood control needles as specified. Low bid for item H1 was deemed non-responsive as it did not have an inner compartment as required. Low bid for item H2 was deemed non-responsive for not having handles as specified. Low bid items H7 and H8 was deemed non-responsive for not submitting product kill times as required.

*Increase in spend is due to higher usage of medical supplies related to increased medical call volumes.

Department of Fire and Emergency Services

408 Hurricane Shoals Road NE
Lawrenceville, GA 30046-4406
678.518.4800 • fax 678.518.4806
www.gwinnettfire.org

gwinnettcounty

Bill Myers, Fire Chief/Director
Casey Snyder, Assistant Chief
Dan Hansen, Assistant Chief
Stephen Hrustich, Assistant Chief
Jere Jordan, Division Director

MEMORANDUM

TO: Steve Murray
Purchasing Associate III

THRU: Dan Hansen, Assistant Chief
Department of Fire & Emergency Services

FROM: Yvonne Shannon, Warehouse Manager
Department of Fire & Emergency Services

SUBJECT: Recommendation for BL016-13; Purchase of Medical Supplies on an Annual Contract

DATE: April 12, 2013

The Department of Fire & Emergency Services recommends award of the above referenced procurement to the following low and low responsive bidders per Attachment A in the amount of $514,420.71.

We wish to reject and not award the following items at this time:
Section A: Item 49, CPAP Circuit and Masks
Section B: Item 4, Scoop stretcher
Section C: Item 1, ECG Printer paper, 108mm x 23mm, 5 rolls per pack
Section H: Item 3, Intubation case, zipper closure

This contract is funded by the Fire/EMS Fund.

Amount spent previous contract period: $446,646.64

Estimated amount to be spent: $514,420.71

1. Total obligations requested: $514,420.71

2. Do total obligations agree with "Action Requested"? Yes _X_ No ____

3. Budgeted: Yes _X_ No ____

4. Contact name: Yvonne Shannon Contact phone: 678.518.4874

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	102	115100	23011001	50701103		$300,078.75
2014	102	115100	23011001	50701103		$214,341.96

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130328	20100387

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Fire Services			Date Submitted:	04/05/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SEM			Multiple Depts?	No
Budget Type:	Operating			Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

to renew RP009-10, purchase of firefighter turnout gear on an annual contract (May 19, 2013 through May 18, 2014), to the highest scoring firm, Bennett Fire Products Company, Inc., base amount $120,370.00. This contract is funded by the Fire/EMS Fund.

Attachments	Summary sheet, justification letter
Authorization: Chairman's Signature?	No
Staff Recommendation	Approval
Department Head	gwmyers (4/22/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☐ As To Form ☒ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Fire/EMS	*	$120,370	ajbovos (4/24/2013)
Finance Comments	* The current balance in each fund is checked as items are purchased or services are provided. The requested allocation is a county-wide estimate based on the recommended base bid. For FY 2013, $70,215 is allocated and $50,155 is subject to budget approval for FY 2014.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – RP009-10
Purchase of Firefighter Turnout Gear on an Annual Contract

PURPOSE:	Protective firefighter clothing used by Fire and Emergency Services during fire rescue operations.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$120,370.00
PREVIOUS CONTRACT AWARD AMOUNT:	$170,620.00
AMOUNT SPENT PREVIOUS CONTRACT:	$53,720.00 (ten months usage)
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	2.2% Increase*
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option three (3) of three (3).
MARKET PRICES COMPARISON (FOR RENEWALS):	In selecting the best supplier, cost is only a percentage of the evaluation criteria. This proposal was awarded to the highest scoring firm based on the following criteria: Delivery Terms (15 points); Quality of References (15 points); Understanding of Scope and Adherence to Specifications (10 points); Wear Test (35 points); and Cost (25 points). Therefore, an accurate market analysis on cost alone cannot be obtained without taking the above mentioned areas into account.
PROPOSED CONTRACT TERM:	May 19, 2013 through May 18, 2014

COMMENTS: This is a demand usage contract; usage will vary depending on need.

The previous contract award amount was due to be spent on two fire classes that were cancelled. The amount to be spent is for an anticipated recruit class of 40 and an additional 25 people to cover replacements and lateral hires.

* The increase is directly related to higher costs for Nomex and Kevlar fibers from the DuPont Corporation. These fibers are woven into the protective gear. Kevlar is for the strength of the material and Nomex is flame resistant meta-aramid material that has excellent thermal, chemical, and radiation resistance. Moreover, TenCate, Inc. has also increased their fire protection material that is used in the turnout gear.

Department of Fire and Emergency Services

408 Hurricane Shoals Road NE
Lawrenceville, GA 30046-4406
678.518.4800 • fax 678.518.4806
www.gwinnettfire.org

gwinnettcounty

Bill Myers, Fire Chief/Director
Casey Snyder, Assistant Chief
Dan Hansen, Assistant Chief
Stephen Hrustich, Assistant Chief
Jere Jordan, Division Director

MEMORANDUM

TO: Steve Murray
Purchasing Associate III

THRU: Dan Hansen, Assistant Chief
Department of Fire & Emergency Services

FROM: Yvonne Shannon, Warehouse Manager
Department of Fire & Emergency Services

SUBJECT: Renewal of RP009-10; Purchase of Firefighter Turnout Gear on an Annual Contract

DATE: April 2, 2013

The Department of Fire & Emergency Services recommends renewal of the above referenced contract to Bennett Fire Products Co., Inc. in the amount of $120,370.00. This is the final renewal of three renewal options.

This contract is funded by the Fire/EMS Fund.

Amount spent previous contract period: $53,720.00 (05/18/12-03/19/13)

Estimated expense next contract: $120,370.00

1. Total obligations requested: $120,370.00

2. Do total obligations agree with "Action Requested"? Yes X No ___

3. Budgeted: Yes X No ___

4. Contact name: Yvonne Shannon Contact phone: 678.518.4874

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	102	115100	23011001	50701198		$70,215.00
2014	102	115100	23011001	50701198		$50,155.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130358	

☐ Grants ☒ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Information Technology Services			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - AP			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

OS119, upgrade Motorola software and hardware from version 7.11 to 7.13, with Motorola Solutions, Inc., base amount $860,000.00 (negotiated cost savings of approximately $120,000.00). Authorization for Chairman to execute contracts subject to approval of the Law Department. Contracts to follow award. This project is funded by the 2005 SPLOST Fund.

Attachments	Summary sheet, justification letter, justification support
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	ajbovos (4/25/2013)
Attorney	trwilliams (4/30/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2005 SPLOST	$1,092,019	$860,000	ajbovos (4/26/2013)

Finance Comments	The requested allocation is available in the 800 MHz Radio System project.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

SUMMARY – OS119
Upgrade Motorola Software and Hardware from Version 7.11 to 7.13

PURPOSE:	Upgrade the 800 MHz Radio System from Version 7.11 to Version 7.13 with Motorola Solutions, Inc. The upgrade is imperative in order to stay on a current version so that Motorola Solutions, Inc. will continue to provide system support. Staying current with versions also offers the County the ability to add new features in future releases, expand the system as needed, maintain support/maintenance, and reduces the risk and expense of adding sites to the system in the future.
LOCATION:	Various locations throughout Gwinnett County.
AMOUNT TO BE SPENT:	$860,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	N/A

COMMENTS: Motorola Solutions, Inc. originally quoted $980,000.00 for the upgrade, but the County was able to negotiate a cost savings of approximately 14% bringing the cost to $860,000.00 (total negotiated cost savings of $120,000.00).

MEMORANDUM

TO: Ann Porter, Purchasing Manager
Purchasing Division

THRU: Barry Puckett, Acting CIO/Department Director
Department of Information Technology Services

FROM: Paula Chriss, I/T Business Relations Manager
Department of Information Technology Services

SUBJECT: OS119 Approval to Upgrade Motorola Software System

DATE: April 15, 2013

The Department of Information Technology Services is requesting to upgrade the 800 MHz Radio System from Version 7.11 to Version 7.13. The upgrade includes the software and services to enable all new features in Version 7.13 as well as standard features in previous versions. Motorola originally was requesting $980,000.00 to conduct this upgrade, but we were able to negotiate with them to bring down the cost to $860,000.00, a reduction of approximately 14%.

It is important that the County upgrade to version 7.13 in order to maintain a current version with so that Motorola Solutions, Inc. will continue to provide system support. Staying current with versions offers the County the ability to add new features in future releases, expand the system as needed, maintain support/maintenance, and reduce the risk and expense of adding sites to the system in the future.

1. Total obligations requested: $860,000.00

2. Do total obligations agree with "Action Requested"? Yes X No _____

3. Budgeted: Yes X No _____

4. Contact name: Shirley Adams Contact phone: 770-822-8012

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	317	234000		50804000	E-0657-01-4-02	$860,000.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Sole Source Approval Form

Requesting Department: Information Technology Services

Purchasing Associate: Kimberly Murphy (KM) AB 1/9/2012

Description of proposed procurement: Motorola Solutions Equipment to include:
Portable Radios (XTS1500, XTS2500, XTS5000, APX6000, and APX7000;
Mobile/Base Radios (XTL1500, XTL2500, XTL5000, APX 6500, and APX7500;
Data Modem HPD1000; and
Dispatch Consoles MCC7500

Reason for sole source request: Equipment standardized as approved by the Purchasing Policy and Review Committee on December 14, 2011.

Sole Source Provider: Motorola Solutions, Inc.

Additional cost/savings: N/A

Benefits to the County: Continued integrity and security of the 800 MHz radio system for public safety communications.

Anticipated annual expenditure: $200,000.00

Requested validity period: Seven (7) Years

Prepared By: Paula Chriss	12/21/11 Date	
Department Director	12/22/11 Date	
Purchasing Director	1-12-12 Date	
Financial Services Director	1-12-2012 Date	AB 1/17/2012
County Administrator	1/18/2012 Date	1/18/2016 Expiration of approval

Please return to the Purchasing Division after completion. If an agenda request is required, the Purchasing Division will prepare the agenda request for placement on the 2/21/2012 agenda for approval by the Board of Commissioners.
Anticipated Agenda Date

Department of Financial Services
Purchasing Division

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

To: Maria Woods
Financial Services Director

From: Roslyn Forstot *Roslyn*
Purchasing Director

Date: December 13, 2011

RE: **Standardization of Motorola Solutions for equipment**

The Purchasing Policy and Review Committee recommends that Motorola Solutions equipment be approved as a County Standard for the Department of Information Technology. This Standardization request and approval is for Motorola Solutions equipment and includes Portable Radios (XTS1500, XTS2500, XTS5000, APX6000 and APX7000); Mobile/Base Radios (XTL1500, XTL2500, XTL5000, APX6500 and APX7500), Data Modem HPD1000, and Dispatch Consoles MCC7500.

The Department of Information Technology has an investment of more than $30 million in existing Motorola communications and ancillary equipment necessary to support County communications. This communications equipment is necessary to continue the enhanced privacy and encryption of the Public Safety communications systems. It is critical for these communications systems to have compatibility, security, encryption, and interchangeability. The benefits of this Standardization are:

1. The County current ADP Encryption software is specific to Motorola equipment. This ADP Encryption is an added level of security that cannot be breached and allows secure communications with other government agencies (e.g. Ga. State Patrol, Hero Units, DNR, DeKalb County, Cobb County, Fulton County, Hall County, and City of Atlanta).
2. Motorola designs and markets this equipment exclusively for Public Safety and is sold only to government agencies. This security in marketing ensures that government mission critical communications will not be compromised.
3. Other dealer equipment does not have the same level of engineering and technical expertise found with the Motorola Solutions equipment and required for County use.
4. This Motorola equipment has the critical ASTRO features providing added safety and security for County Safety Officers.
5. The County Radio System is based on the P25 standard "open architecture" platform. Motorola has the only modem to support this system. Upgrades to P25 ASTRO only available through Motorola.

Since the original County investment of the Motorola systems, all system upgrades and purchases of equipment have been exclusively through Motorola due to their proprietary rights. This request for standardization of this Motorola equipment is for seven (7) years.

Reason/Justification: Information Technology requires the exact same unit/products of Motorola equipment for communication encryption constraints, compatibility, security, and interchangeability that is provided through the dedicated use of Motorola products. Approval of this request will ensure the continued integrity of the Motorola systems for Public Safety communications.

All recommendations for standardization of products and services are subject to the approval of the Director of Financial Services. If you approve, I will notify the appropriate department of this action.

Approved: *Maria Woods* Date: 12-14-11
(Maria Woods, Financial Services Director)

MEMORANDUM

TO: Roslyn Forstot, Director
Purchasing Division

THRU: Paula Chriss
I/T Business Relationship Manager

THRU: Barry Puckett
Deputy Chief Information Officer

FROM: John Matelski, Director/Chief Information Officer
Information Technology Services

DATE: October 13, 2011

SUBJECT: Request for Standardization Designation – Motorola Solutions, Inc.

The Department of Information Technology Services is requesting a standardization designation for the following equipment to Motorola Solutions, Inc.:

Motorola Portable Radios:
XTS1500, XTS2500, XTS5000, APX6000, APX7000

Motorola Mobile Radios:
XTL1500, XTL2500, XTL5000, APX6500, APX7500

Motorola Consoles:
MCC7500

Data Modems:
HPD1000

Benefits of Standardization:
To enhance the privacy in communications necessary on a Public Safety system, Advanced Digital Privacy (ADP) low level encryption security software is installed on all portable and mobile radios, as well as all consoles, as a standard practice within Gwinnett County. The security software enhances the privacy in communications necessary on a public safety system and is critical to the safety of public safety officials

in the daily performance of their duties. Further, if a radio is lost or stolen, the encryption key cannot be decoded.

This encryption feature is a Motorola format and will only work with the above equipment manufactured by Motorola Solutions. Although other vendors can provide portable/mobile radios and consoles, the encryption feature cannot be installed on their equipment as the software is proprietary to Motorola and only their radios and consoles are equipped to support this feature. The MCC7500 consoles which are operational in the E911 Center and Jail Control Room are the only console available that can be connected via "wire line" (network) and support the encryption feature. The current and only modem for the system is the HPD1000 which is manufactured solely by Motorola.

Gwinnett County has a significant investment in its 800 MHz Radio System with Motorola Solutions. The system was initially implemented as a lease-purchase arrangement in the late 1980's as a sole source procurement for approximately $20,000,000. The system was later upgraded in 2007 to P25 technology with high performance data at a cost of $33,324,625, changing the platform from analog to digital. Since the initial investment, all system upgrades, purchases of equipment, maintenance/support of the system, and programming services have been sole sourced through Motorola Solutions, Inc. due to their proprietary rights on the system software and hardware. Due to Gwinnett County's significant investment in the existing radio system, it would not be beneficial to Gwinnett County to explore other options.

We would appreciate your submitting this request to the Purchasing Review Committee, and we look forward to the opportunity to discuss the radio system with the Committee and the criticality of standardizing the mobile/portable radios and consoles with Motorola Solutions.

Thank you for your attention to this matter. Please contact us if you have any questions or need additional information.

sa

MOTOROLA SOLUTIONS

Dec 8th, 2011

Paula Chriss
Gwinnett County Police Department
770 Hi-Hope Road
Lawrenceville, GA 30043

Dear Ms Chriss,

The Motorola Solutions ASTRO P25 compatible portables, mobiles, data terminal radios, modems, consoles, and software used by the county are available only directly through Motorola Solutions, Inc. The subscriber equipment that Gwinnett County has purchased previously or may choose to purchase that falls into this category includes:

Portable Radios: XTS1500, XTS2500, XTS5000, APX6000 and APX7000
Mobile/Base Radios: XTL1500, XTL2500, XTL5000, APX6500 and APX7500
Data Modem: HPD1000
Dispatch Consoles: MCC7500

This list is not exhaustive, but to the best of my ability represents the most commonly purchased subscriber units that are only available directly through Motorola Solutions.

Motorola Solutions has made the decision to not offer these sophisticated radios to the dealer network for two main reasons.. First, this allows control of distribution, so that our Public Safety radios are not sold to anyone with intent to compromise mission critical communications as they are to only be sold to government agencies. Second, the dealer network does not have the same level of engineering and technical expertise that is found within Motorola Solutions.

As a part of our direct sales channel we do employ Manufacturers Representatives in certain markets to facilitate our customers. These representatives have the ability to sell directly from Motorola Solutions and will quote and sell Motorola Solutions direct products under the Motorola Solutions name. However, they are selling directly from Motorola Solutions and not as a reseller. Pricing and Manufacturers Representative selection are the responsibility of your Motorola Solutions Account Manager, currently, Philip Landgrebe. At this time Mobile Communications has been selected as the Manufacturer Representative for Gwinnett County.

Motorola Solutions does have dealers throughout the state that sell enterprise grade portable and mobile radios. But those lower tier radios are designed for commercial enterprises not public safety. They do not have the critical ASTRO features such as emergency call should an officer go down and selective radio inhibit, which allows the county to shut off and disable a radio remotely should it be lost so that the county's critical security of their radio system and conversations cannot be compromised should the radio fall into the wrong hands.

The decision to only sell certain products directly through Motorola Solutions does not provide the option to the county to solicit bids for these products as only one response from Motorola Solutions would be given. However, the Georgia Technology Authority has negotiated contract discounts through Motorola Solutions that were competitively negotiated and can be found at:

http://gta.georgia.gov/00/channel_modifieddate/0,2096,1070969_174363086,00.html

Gwinnett is given pricing that meets or exceeds the State of Georgia contract number: 980-2800008.

Sincerely,

Philip Landgrebe

Philip Landgrebe
Senior Account Manager
MOTOROLA SOLUTIONS, INC.
1700 Belle Meade Court
Lawrenceville, GA 30043
678.873.2706
philip@motorolasolutions.com

MOTOROLA SOLUTIONS

December 8th, 2011

Paula Chriss
Gwinnett County Information Technology

Dear Ms Chriss:

The Gwinnett County Radio System is based upon the P25 standards which is an "open architecture" platform. After the purchase was awarded to Motorola Solutions, the County decided add options including ADP (encryption). This option was chosen to enhance the privacy in communications necessary on a Public Safety system. ADP is not part of the P25 standards. Motorola Solutions can manufacture subscriber equipment that include ADP . Below is a list of subscriber equipment that Gwinnett County has purchased previously or may choose to purchase that can support ADP.

Portable Radios: XTS1500, XTS2500, XTS5000, APX6000 and APX7000
Mobile/Base Radios: XTL1500, XTL2500, XTL5000, APX6500 and APX7500

This list not meant to be exhaustive, but to the best of my ability represents the most commonly purchased subscriber units.

In addition to subscriber units the only Motorola Solutions can provide consoles which support ADP. The MCC7500 is the only console available that can be connected via "wire line" (network) to a Motorola Solutions ASTRO system. Currently the county uses MCC7500 consoles in the 911 Center and Jail Control Room. MCC5500 consoles are used by the cities to connect through "RF" (over the air) and also have the ability to support ADP.

The RFP outlined requirements for a Data System as well, and the County chose Motorola's offering of HPD (High Performance Data) System for their Data needs. The current and only modem for this data system is the HPD1000 which is manufactured solely by Motorola Solutions.

Some of the accessories that you purchase such as the shoulder mics, speakers and chargers may also be available from other vendors. If other vendor's products are introduced to the system, it could present issues with the warranty on Motorola Solutions products with which they are being used. Additionally, if products that are not certified by Motorola Solutions are being used and an issue arises, any time/material expended to identify and/or repair could be billable.

The P25 standard dictates the interface between the subscriber and system, however the systems themselves are manufacturer specific. So upgrades of the Gwinnett P25 ASTRO system are only available through Motorola Solutions.

Sincerely,
Lamar Martin

Lamar Martin
Customer Support Manager
Motorola Solutions
(404) 787-1235
glx74@motorolasolutions.com

March 21, 2013

Gwinnett County Police Department
770 Hi-Hope Road
Lawrenceville, Ga

We are proposing to upgrade the existing system to the latest system release with the following enhanced features:

- Simulcast Trunking Sub-site Local Failsoft
- Increase number of conventional gateways supported per zone from 255 to 300
- MCC7500 Console Enhancements
    - Select Audio Speaker Enable
    - Automatic Level Control
- System upgrade from System 7.11 release to 7.13 release

Due to the complexity of the radio system design, Motorola is the only vendor capable of providing an upgrade to the County's radio system. The software and hardware required to upgrade your system is not sold through any other distribution channel.

As always, we appreciate the opportunity to serve the County and if you have any follow up questions, please give me a call.

Regards,
Livinia Miller
Senior Account Manager
Motorola Solutions, Inc
404-630-8922

MOTOROLA SOLUTIONS

Pricing

2013 System Upgrade	$860,000.00

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130355	

☒ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Juvenile Court			Date Submitted:	04/12/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	djyancey			Multiple Depts?	No
Budget Type:	Operating			Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

to accept grant funds in the amount of $39,798.53 for the continuation of Gwinnett Juvenile Court CASA program. This grant is 100% funded through the Georgia Court Appointed Special Advocates with no match requirement.

Attachments	Award letter from Georgia CASA and Explanation letter from Department (Juvenile Court). Contract to follow.

Authorization: Chairman's Signature? Yes

Staff Recommendation	Approval
Department Head	jwlawler (4/12/2013)
Attorney	sjfuller (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	$39,798.53	ajbovos (4/22/2013)

Finance Comments	*A budget will be established upon execution of the contract.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

JUVENILE COURT

GWINNETT JUDICIAL CIRCUIT

115 STONE MOUNTAIN STREET

LAWRENCEVILLE, GEORGIA 30045-5661

(770)619-6300

TO: The Gwinnett County Board of Commissioners

FROM: Jesse Lawler, Juvenile Court Administrator

DATE: April 12, 2013

SUBJECT: Court Appointed Special Advocate (CASA)

Juvenile Court requests approval for acceptance of State funding from Georgia CASA in the amount of $39,798.53 for the continuation of the Gwinnett County CASA Program. Funds are provided to Georgia CASA by the General Assembly and are allocated to local CASA programs to provide volunteer services to abused and neglected children involved in juvenile court deprivation proceedings. These funds are stipulated by the Georgia CASA to be used as salary payment for a program coordinator. Continuation of the program will require the following:

- Funds are included in FY2013 adopted budget and will be included in FY2014 budget since the grant cycle runs July 1, 2013 – June 30, 2014.
- Gwinnett County Juvenile Court will be responsible for the fringe benefits.

A CASA is a trained community volunteer who represents the best interest of deprived children in juvenile court proceedings. CASA volunteers serve as the "eyes and ears" of the court. The volunteers are screened and trained regarding deprivation, child development, juvenile court procedures and will be appointed by the court as a guardian in a deprivation case. The volunteers consent to an extensive background check.

Studies indicate that when a CASA volunteer is assigned to a case, more services are provided, lengths of time in foster care are limited, and the number of moves reduced.

Thank you for your consideration.

Celebrating 25 Years of Service
CASA
Court Appointed Special Advocates
FOR CHILDREN
GEORGIA

Georgia Court Appointed Special Advocates, Inc.
1776 Peachtree Road, NW
Suite 219, South Tower
Atlanta, GA 30309

(p) 404.874.2888
(f) 404.874.2889
800.251.4012

www.gacasa.org

April 8, 2013

Donna Yancey
Business Officer
Gwinnett County Juvenile Court
115 Stone Mountain Street
Lawrenceville, GA 30045

Dear Donna Yancey:

This is notification that Georgia Court Appointed Special Advocates, Inc. has awarded Gwinnett County CASA Program a grant for fiscal year 2014 in the amount of $39,798.53 to be paid in quarterly payments of $9,949.63 beginning July 1, 2013 and going through June 30, 2014. This sub-grant is covered under a State of Georgia Department of Human Resources grant and awarded to Georgia CASA by the Georgia State Legislature. Please note that this is federal funding passed through DHR for audit purposes.

This grant carries the stipulation that Gwinnett County CASA Program will:

1. Use these funds ***only*** to pay salaries, benefits and applicable payroll taxes for the CASA program staff who recruit, screen, train, coordinate and supervise CASA volunteers;
2. Provide Georgia CASA with quarterly statistical reports demonstrating a quarterly progression of activity which includes, but is not limited to: increased volunteer recruitment, increased number of children served, and/or increased community outreach;
3. Provide to Georgia CASA a budget covering the grant period by November 1, 2013;
4. Provide an actual vs. budget for the grant period reflecting the grant expenses by September 30, 2014.

Sincerely,

Duaine E. Hathaway

Duaine Hathaway
Executive Director

cc: Program File

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130308	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Law Department			Date Submitted:	03/21/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Van Stephens			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute a Cooperation Agreement between Gwinnett County, the City of Norcross, the City of Peachtree Corners, and the Gwinnett Village Community Improvement District Board, subject to review and approval by the Law Department.

Attachments	Cooperation Agreement
Authorization: Chairman's Signature?	Yes
Staff Recommendation	
Department Head	mvstephens (4/26/2013)
Attorney	mvstephens (4/29/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	N/A	N/A	ajbovos (4/26/2013)

Finance Comments	No budget impact.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

STATE OF GEORGIA

COUNTY OF GWINNETT

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between **GWINNETT COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **CITY OF NORCROSS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Norcross"), the **CITY OF PEACHTREE CORNERS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Peachtree Corners"), and the **GWINNETT VILLAGE COMMUNITY IMPROVEMENT DISTRICT BOARD** (hereinafter referred to as the "CID Board")(collectively referred to hereinafter as the "parties").

WHEREAS, on May 8, 2006, the Gwinnett Village Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Ga. Laws 2001, p. 3709, as amended, all of which lies within Gwinnett County (the "District"); and

WHEREAS, State law requires that services and facilities concerning the District shall be provided for in a Cooperation Agreement jointly executed by the Board of Commissioners of

Gwinnett County, the Norcross City Council, the Peachtree Corners City Council, and the CID Board.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the parties do hereby agree as follows:

1.

This Agreement shall in no way limit the authority of the County, Norcross, or Peachtree Corners to provide services or facilities within the District. The County shall retain full and complete authority and control over any County-owned facilities located within the District. Norcross shall retain full and complete authority and control over any Norcross-owned facilities located within the District. Peachtree Corners shall retain full and complete authority and control over any Peachtree Corners-owned facilities located within the District. Said control shall include but not be limited to the modification of, access to, and degree and type of services provided through or by the County, Norcross, or Peachtree Corners, respectively.

2.

Each party acknowledges that the District is authorized to exercise its powers in accordance with applicable State law for the provision of the following services and facilities:

(a) Street and road construction and maintenance, including

curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads;

(b) Parks and recreational areas and facilities;

(c) Stormwater and sewage collection and disposal systems;

(d) Development, storage, treatment, purification, and distribution of water;

(e) Public transportation, including, but not limited to, services intended to reduce the volume of automobile traffic, to transport two or more persons, to improve air quality, and to provide bicycle and pedestrian facilities and the operation of a Traffic Management Association or similar entity;

(f) Terminal and dock facilities and parking facilities; and

(g) Such other services and facilities as may be provided for by general law.

3.

The CID Board shall levy the tax millage as provided by law subsequent to the report of the assessed taxable values for the current calendar year and shall notify the County, Norcross, Peachtree Corners, and the Tax Commissioner of the amount of the levy, in writing, so that the levy may be included on the regular County ad valorem tax bills. The Tax Commissioner shall not be required to send out special CID bills. Any tax, fee, or assessment levied by the CID Board shall be collected by the Tax

Commissioner in the same manner as other property taxes are levied and collected by the Tax Commissioner on behalf of the County. The proceeds collected by the Tax Commissioner, less a fee to cover the costs of collection of 1% thereof, but not more than $25,000.00 in any one calendar year, shall be transmitted by the Tax Commissioner to the CID Board within thirty (30) days after collection so as to be expended by the CID Board only for the purposes for which the District was created. Neither the County, Norcross, Peachtree Corners, nor the Tax Commissioner is under any obligation to verify the correctness of the amount of the levy set by the CID Board, and neither the County, Norcross, Peachtree Corners, nor the Tax Commissioner shall assume any liability for errors or omissions of the CID Board in setting the amount of the levy.

4.

Neither the District nor the CID Board shall have any power or authority to contract in the name of, encumber, or create debt for or on behalf of the County, Norcross, or Peachtree Corners.

5.

Coordination of County, Norcross, Peachtree Corners, and CID activities shall be the responsibility of the CID Board. The County, Norcross, and Peachtree Corners shall each designate a Staff Liaison (hereinafter the "Liaison") to the CID Board.

To ensure smooth administration, and unless otherwise directed, the Liaison shall be the authorized point of contact and representative for the County, Norcross, and Peachtree Corners, respectively, but shall not be its agent. The Liaison shall not have authority in those actions which by law require the approval of the Gwinnett County Board of Commissioners (hereinafter the "Board of Commissioners"), the Norcross City Council, or the Peachtree Corners City Council. Notice of all regular CID Board meetings and minutes thereof shall be given to each Liaison, as well as notice of discussions which representatives of the CID may from time to time undertake with regional, state, and federal transportation agencies or funding bodies.

6.

Each County fiscal year, the County, Norcross, and Peachtree Corners shall advise the CID Board of their Capital Budgets and Capital Improvement Programs (CIP). The County, Norcross, and Peachtree Corners reserve the right to revise their Capital Budgets or CIPs as necessary, to meet the overall needs of their citizens. For projects that may be proposed or advanced by the CID Board, and which require the use of County, Norcross, or Peachtree Corners funds, the CID Board covenants to follow the established budgetary review process and schedules of the County, Norcross, and Peachtree Corners, respectively, and

further acknowledges that such projects shall compete for available funds in the same manner as other projects and meet criteria for inclusion in the Capital Improvement Program (CIP) of the County, Norcross, or Peachtree Corners.

7.

Not later than the last day of October, and for the ensuing fiscal year of the County, Norcross, and Peachtree Corners, respectively, the CID Board shall advise the Board of Commissioners, the Norcross City Council, and the Peachtree Corners City Council of its upcoming plan of action for the study, design, financing, and improvement of the District. The CID Board acknowledges that decisions concerning the provision of services and facilities within the District by the CID Board are the responsibility of the CID Board.

8.

Each of the parties hereto shall endeavor to act in such a manner as to coordinate actions for the maximum improvement of the County, Norcross, Peachtree Corners, and the District, and each shall endeavor not to duplicate services and actions so as to obtain efficiency of effort.

9.

While the parties shall endeavor to coordinate actions or share information concerning their plans for the area, nothing in this Agreement shall require that the County, Norcross, or

Peachtree Corners consult with the CID or share their plans with the CID. The parties contemplate that situations may arise wherein time is of the essence and immediate action by the County, Norcross, or Peachtree Corners is in the best interest of their citizens.

10.

The CID Board shall provide 60 days actual written notice to the County, Norcross, and Peachtree Corners of its intent to initiate a project within the District. The CID shall provide the County, Norcross, and Peachtree Corners reasonable notice of discussions with regional, state, and federal transportation and funding agencies.

11.

The parties agree that joint efforts are usually for the benefit of the CID Board and the County, Norcross, and Peachtree Corners. At their option, the County, Norcross, and Peachtree Corners may endeavor to furnish staff support for the benefit of the District when such services are requested by the CID Board. All requests shall be coordinated through each Liaison. In the event the furnishing of such staff support shall be financially or administratively burdensome upon the County, Norcross, or Peachtree Corners, the Board of Commissioners, the Norcross City Council, or the Peachtree Corners City Council shall notify the CID Board and designate a

reimbursement fee for future expenses of furnishing staff support to the CID Board, at which time the CID Board may contract for such services with the County, Norcross, or Peachtree Corners, or obtain services elsewhere. Nothing contained herein requires any Party to provide funding to any other Party without further agreement providing for the same.

12.

The CID Board acknowledges that Gwinnett County Zoning and Land Use Decisions concerning property within the unincorporated portion of the County are reserved solely to the County. The CID Board further acknowledges that Norcross and Peachtree Corners Zoning and Land Use Decisions concerning property within the corporate boundaries of either are reserved solely for Norcross or Peachtree Corners.

13.

The CID Board shall publish and make available to interested parties an annual report, including the results of an annual audit utilizing generally accepted accounting, auditing and reporting practices. The County, Norcross, and Peachtree Corners shall have no responsibility for the supervision or financial oversight of the CID Board.

14.

The County, Norcross, and Peachtree Corners shall assume no liability for any errors and omissions of the District and/or

the CID Board with respect to any damages claimed by the District and/or the CID Board or by any third party arising from or in reliance on any express or implied connection between the County, Norcross, Peachtree Corners and the District.

15.

This Agreement shall expire on June 30, 2020, or upon dissolution of the District, whichever first occurs, and shall not be modified except by formal written action of all parties.

16.

In the event of a material breach by any party to the Agreement, any party not in breach of the Agreement may terminate the Agreement upon 30 days written notice to the remaining parties. Material breach of this Agreement shall include, but not be limited to, the CID's failure to publish audited financial statements within three months of the close of the CID's fiscal year, the CID's disregard of the Capital Improvement Programs (CIP) of the County, Norcross, or Peachtree Corners, or actual fraud.

17.

The CID Board shall indemnify and hold harmless the State of Georgia, Gwinnett County, the City of Norcross, the City of Peachtree Corners, and any other unit of government of the State of Georgia other than such CID Board from any claim or cause of action asserted against, or which is capable of assertion

against, such CID Board arising from the acts or omissions of the CID Board. Neither the State of Georgia, the County, Norcross, Peachtree Corners nor any other unit of government of the State of Georgia other than the CID Board shall be responsible or liable for payment of any sum arising from a claim or cause of action asserted, or which might have been asserted against such CID Board arising from the acts or omissions of the CID Board. In any action against the CID Board in which it is responsible for damages to a third party, the CID Board will indemnify and hold harmless the County, Norcross, and Peachtree Corners for damages which arise from the acts or omissions of the CID Board, and in such action the CID Board agrees not to pursue a cross-claim, counterclaim, or third-party complaint against the County, Norcross, or Peachtree Corners.

18.

The parties hereby agree that the County, through the County Administrator, may from time to time make available certain funds to the CID Board. The CID Board hereby agrees to expend such funds solely for the purposes of funding Projects, as defined by the Gwinnett County Improvement Districts Act, as amended, and funding specific redevelopment studies. Eligible studies include, but are not limited to, market analyses, needs assessments, feasibility studies, marketing plans, inventories, redevelopment plans, site plans, landscape plans, transportation

studies, preliminary engineering and design documents, environmental studies, and other planning documents that will help to encourage redevelopment in the District. Any Project shall provide public services and/or facilities and shall further the essential public purpose of revitalization of the District. Funds shall not be utilized to supplement an organization's operating budget. Funds should be considered a one-time allocation within the County budget and requests should be used to match and/or leverage other grants and funding sources. The CID Board shall account for all expenditures concerning such funds on an annual basis. Any unused portion of such funds at the time of completion of the Project or study for which such funds have been designated shall be returned to the County's general fund within 90 days following substantial completion of the Project or study.

WHEREFORE, the parties have caused this Cooperation Agreement to be executed under seal by authorized representatives of each entity on the day and year above set forth.

GWINNETT COUNTY

ATTEST:

By: _____
CHARLOTTE J. NASH, Chairman
Board of Commissioners

_____
DIANE KEMP
County Clerk

(SEAL)

APPROVED AS TO FORM:

M. VAN STEPHENS, II
Acting County Attorney

ATTEST:

City Cle

(SEAL)

THE CITY OF NORCROSS

By: _____
BUCKY JOHNSON, Mayor

APPROVED AS TO FORM:

J. PATRICK O'BRIEN
City Attorney

ATTEST:

City Clerk

(SEAL)

THE CITY OF PEACHTREE CORNERS

By: _____
MIKE MASON, Mayor

APPROVED AS TO FORM:

WILLIAM F. RILEY JR.
City Attorney

ATTEST:

Secretary

(SEAL)

GWINNETT VILLAGE COMMUNITY IMPROVEMENT DISTRICT BOARD

By: **SHIV AGGARWAL**, Chairman

APPROVED AS TO FORM:

J. LYNN RAINEY
Attorney for Gwinnett Village
Community Improvement District

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130334	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Law Department			Date Submitted:	04/08/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Brooke Savage			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for project Simonton Road (Simonton Elementary School), project F-0771 for Declaration of Taking procedures for condemnation proceedings regarding the property of Irving Membreno-Melendez, Northeast Georgia Bank, and Simonton Spring Homeowners Association, Inc., lying and being in Land Lot 182 of the 5th District of Gwinnett County, Georgia consisting of 0.017 acres of permanent easement for construction and maintenance of slopes. Parcel 17, Tax Map No. 5-182-435, Zoning R-100. Amount $1,115.00. This project is funded by the 2009 SPLOST Program. District 4/Heard

Attachments	Memorandum, Condemnation Summary, Maps and Resolution.

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	mpludwiczak (4/18/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST	* $441,830	$1,115	ajbovos (4/22/2013)

Finance Comments	* Funds available in Simonton Road (Simonton ES) project.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Law

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8700 • (fax) 770.822.8790
www.gwinnettcounty.com

gwinnettcounty

MEMORANDUM

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Brooke Savage
Sr. Assistant County Attorney

SUBJECT: *Gwinnett County, Georgia v. Irving Membreno-Melendez, Northeast Georgia Bank, Simonton Spring Homeowners Association, Inc., and 0.017 acres of permanent easement for construction and maintenance of slopes*

DATE: April 9, 2013

RE: Project: Simonton Road (Simonton Elementary School)
Project # F-0771
Located in Land Lot 182 of the 5th District of Gwinnett County, Georgia

Amount - $1,115.00 - Parcel 17

RECOMMENDATION: Agenda Item
Authorize the Chairman of the Board of
Commissioners to Execute the Attached Resolution

As a means to expedite the processing of condemnation procedures, this office has initiated the use of the Declaration of Taking procedure as provided by O.C.G.A. Sections 32-3-4 through 32-3-19. This procedure is used as an alternative to the Special Master proceeding. The Declaration of Taking procedure requires the execution of the attached Resolution by the Chairperson of the Board of Commissioners. By this Memorandum, it is requested that the Board of Commissioners authorize the execution of the attached Resolution for the Declaration of Taking initiated for the above referenced project.

If you have any questions with regard to this matter, please do not hesitate to contact me at extension 8714.

MorelandAltobelliAssociates,Inc

2211 Beaver Ruin Road, Suite 190 • Norcross, Georgia 30071 • 770/263-5945 • Fax: 770/263-0166 • ma@maai.net

Thomas D. Moreland, PE, Chairman/CEO
Buddy Gratton, PE, President
Vickie E. Moreland, Executive Vice President/CFO
George M. Byrd, PE, Senior Vice President
J. Holly Moreland, Vice President
Richard C. Boullain, PE, Vice President
Henry E. Collins, Jr., Vice President
Bradley M. Hale, PE, Vice President
Albert J. Joyner, Jr, Vice President
L.N. Manchi, P.E., Vice President
Joe McGrew, PE, Vice President

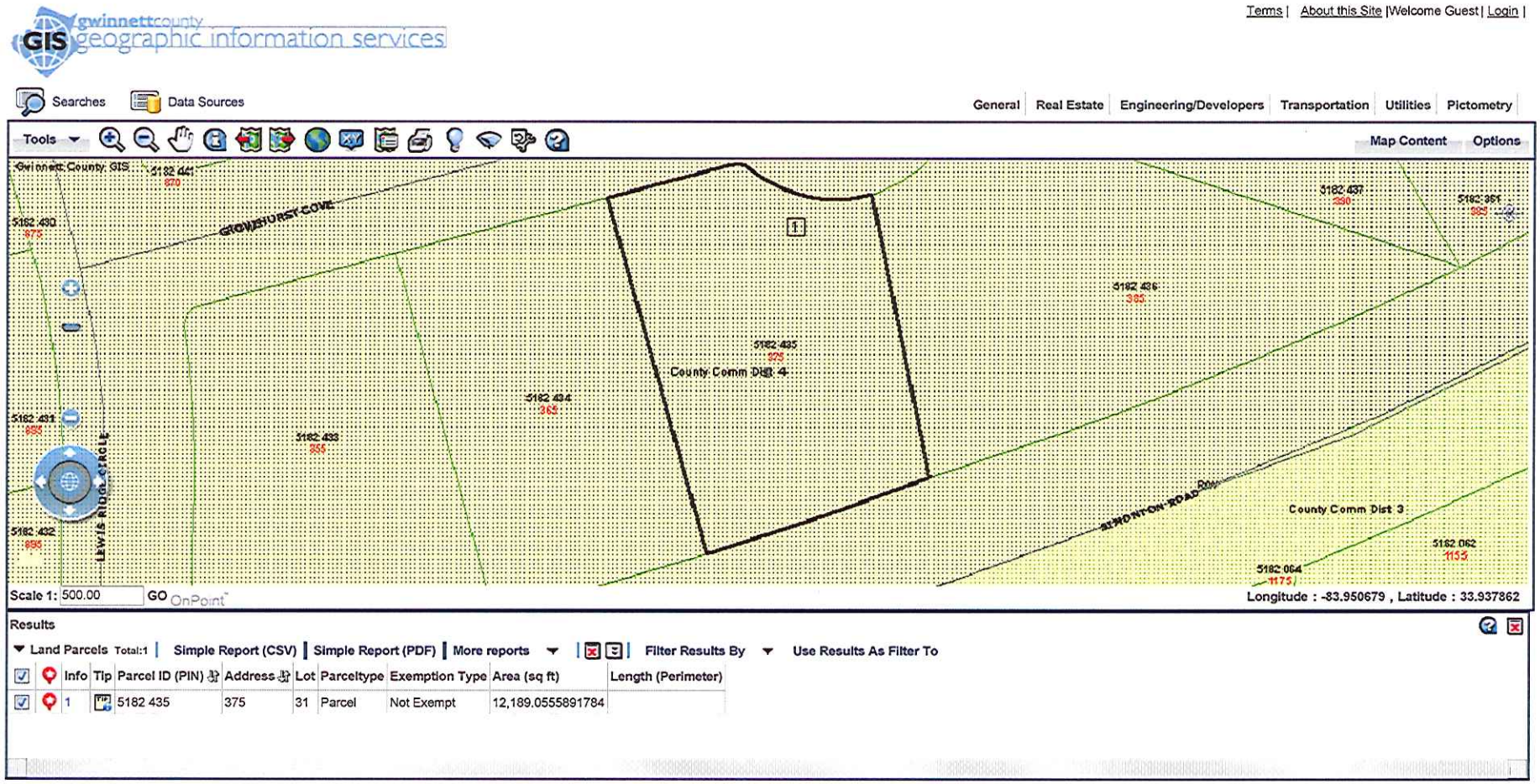
Condemnation Summary

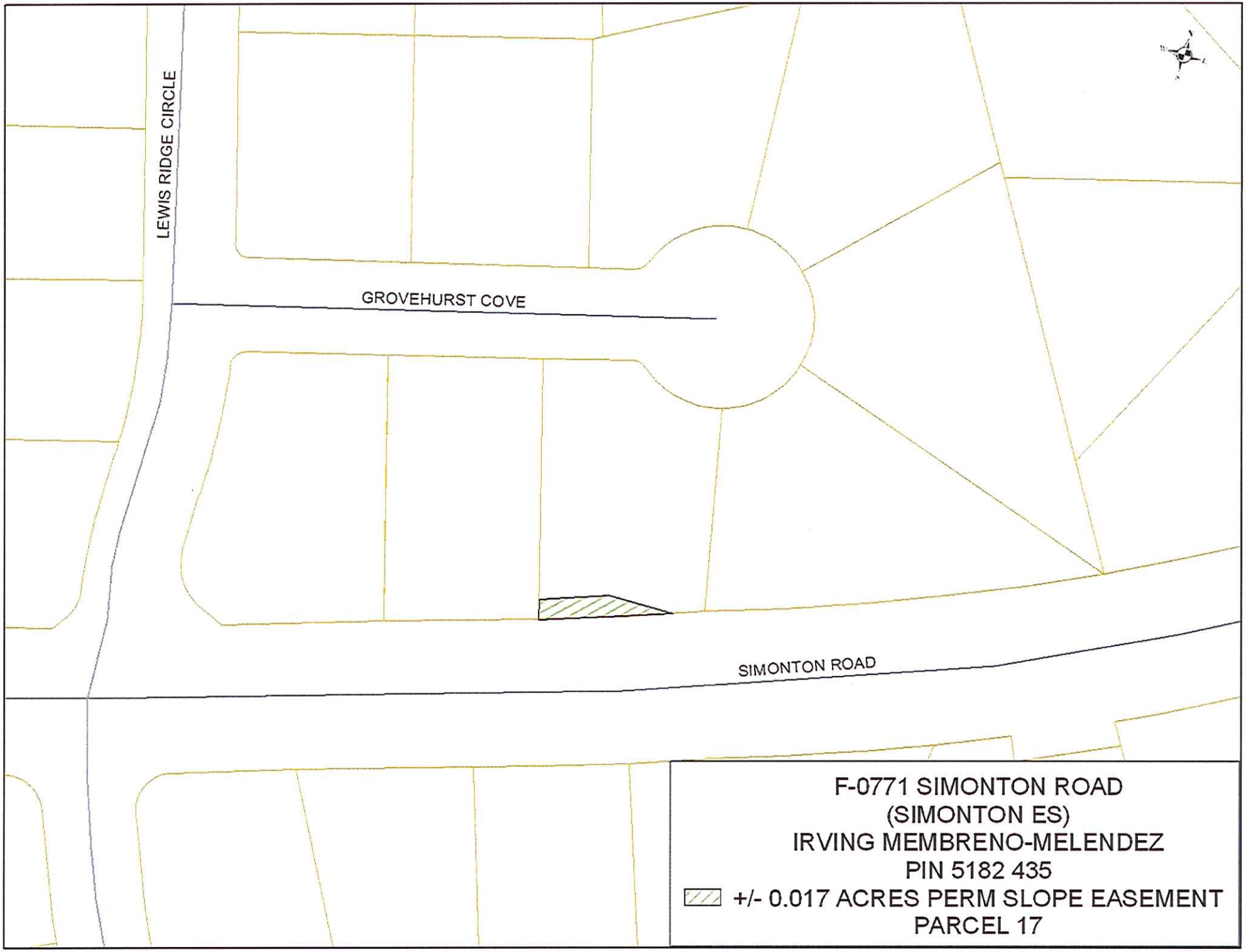
IRVING MEMBRENO-MELENDEZ
Project **F-0771**, Gwinnett County
SIMONTON ROAD (SIMONTON ELEMENTARY SCHOOL)
Parcel **17**

Permanent Easement For Construction and Maintenance of Slopes	(720.24 square feet)	$407.00
Site Improvements	(Fencing, Landscaping)	$700.00
Total		$1,107.00
Rounded		$1,115.00
Counter Offer		N/A

Comments:

Property owner has not been located. Several different mail address attempts have been made to be assured of coverage. Business cards, with contact request, have been left on door and in mail box. The property is vacant. Project timeline now requires that we move forward with the condemnation process.


gwinnettcounty
GIS geographic information services
Terms | About this Site | Welcome Guest | Login |
Searches
Data Sources
General
Real Estate
Engineering/Developers
Transportation
Utilities
Pictometry
Tools
Map Content
Options
Gwinnett County GIS
GROVEHURST COVE
5182 441
870
5182 430
875
5182 437
890
5182 436
885
5182 435
375
County Comm Dist 4
5182 434
865
5182 433
855
5182 431
895
5182 432
895
LEWIS RIDGE CIRCLE
SIMONTON ROAD
County Comm Dist 3
5182 062
1155
5182 064
1175
Scale 1: 500.00
GO OnPoint
Longitude : -83.950679 , Latitude : 33.937862
Results
Land Parcels Total:1
Simple Report (CSV)
Simple Report (PDF)
More reports
Filter Results By
Use Results As Filter To
Info | Tip | Parcel ID (PIN) | Address | Lot | Parcetype | Exemption Type | Area (sq ft) | Length (Perimeter)
1 | 5182 435 | 375 | 31 | Parcel | Not Exempt | 12,189.0555891784


LEWIS RIDGE CIRCLE
GROVEHURST COVE
SIMONTON ROAD
F-0771 SIMONTON ROAD
(SIMONTON ES)
IRVING MEMBRENO-MELENDEZ
PIN 5182 435
+/- 0.017 ACRES PERM SLOPE EASEMENT
PARCEL 17

APPENDIX "A" TO EXHIBIT "A"
RESOLUTION
GWINNETT COUNTY COMMISSION

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct a certain State road or highway as a part of the Gwinnett County Road System of the State of Georgia, known and designated as **Project F-0771** Gwinnett County, being a project to upgrade and improve **Simonton Road (Simonton Elementary School)**, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 75 Langley Drive, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

Parcel Number: 17

Permanent Construction Easement of Slopes: 0.017 acres

Owners: Irving Membreno-Melendez, Northeast Georgia Bank, and Simonton Spring Homeowners Association, Inc.

NOW, THEREFORE, it is found by the Board of Commissioners of Gwinnett County that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This ____ day of _____, 2013.

_____
CHARLOTTE J. NASH
CHAIRMAN OF GWINNETT
COUNTY COMMISSION

ATTEST:

_____
CLERK OF GWINNETT COUNTY COMMISSION

Approved as To Form:

_____
Sr. Assistant County Attorney

I, _____, do hereby certify that I am County Clerk/Deputy County Clerk of the Board of Commissioners of Gwinnett County.

I further certify that the foregoing 2 pages constitute a true and correct extract copy of a Resolution of the Board of Commissioners of Gwinnett County, entered on the ____ day of _____, 2013, as the same applies to the tract or parcel of land described in said 2 pages; and the original of said Resolution is on file at the office of County Clerk at the Gwinnett County Justice & Administrative Center, 75 Langley Drive, Lawrenceville, Georgia.

Given under my hand and the seal of Gwinnett County, this _____ day of _____, 2013.

_____
COUNTY CLERK/DEPUTY COUNTY CLERK
GWINNETT COUNTY, GEORGIA

APPENDIX "A"

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130366	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Law Department			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Van Stephens			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute a Resolution consenting to the expansion of the Gwinnett Village Community Improvement District, subject to review and approval by the Law Department.

Attachments	Resolution, Justification Memo, Certificate of Compliance

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	mvstephens (4/26/2013)
Attorney	mvstephens (4/30/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	ajbovos (4/29/2013)

Finance Comments	* No budget impact.

County Clerk Use Only

PH was Held? ☐

Working Session:

Action: New Item

Tabled:

Motion:

2nd by:

Vote:

Department of Law

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8700 • (fax) 770.822.8790
www.gwinnettcounty.com

gwinnettcounty

MEMORANDUM

TO: Chairman and District Commissioners

Glenn Stephens
County Administrator

FROM: Van Stephens
Acting County Attorney

RE: Expansion of the Boundaries of the Gwinnett Village Community Improvement District

DATE: May 3, 2013

The Gwinnett Village Community Improvement District has notified the County that it wishes to expand the District's boundaries by adding approximately 36 parcels to the Community Improvement District. The CID's request requires approval by the Board of Commissioners in the form of a Resolution consenting to the annexation of these parcels by the Gwinnett Village Community Improvement District. Accordingly, I have attached a proposed Resolution for your review.

If you would like to make changes to the proposed Resolution, please let me know. This matter is being placed on the Board's Agenda for May 7, 2013.

If you have questions with regard to the Gwinnett Village Community Improvement District's request to expand its boundaries, please do not hesitate to contact me at extension 8702.

MVS:jm

Attachment

c: Aaron Bovos
Maria Woods
Steve Pruitt
Richard Steele
Marie Womble

STATE OF GEORGIA

COUNTY OF GWINNETT

A RESOLUTION OF THE BOARD OF COMMISSIONERS CONSENTING TO THE EXPANSION OF THE BOUNDARIES OF THE GWINNETT VILLAGE COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the Gwinnett Village Community Improvement District was created on March 21, 2006; and

WHEREAS, Section 7 of the Gwinnett County Community Improvement Districts Act found at 2001 Georgia Laws, pages 3709, et seq. authorizes an expansion of the boundaries of a Community Improvement District subject to the following conditions:

1. Written consent of a majority of the owners of real property within the area sought to be annexed and which will be subject to taxes, fees, and assessments levied by the board of the district;
2. Written consent of owners of real property within the area sought to be annexed which constitutes at least 75% by value of the property which will be subject to taxes, fees, and assessments levied by the board. For this purpose, value shall be determined by the most recent approved County ad valorem tax digest;
3. The adoption of a Resolution consenting to the annexation by the board of the district; and
4. The adoption of a Resolution consenting to the annexation by the governing authorities of Gwinnett County, if any portion of the district is or

is to be in the unincorporated area of Gwinnett County, and such municipalities as may have area within the district before or after annexation; and

WHEREAS, the Gwinnett Village Community Improvement District has submitted the written consents attached hereto as Exhibit "A", and the proposed boundary expansion map for the Gwinnett Village Community Improvement District attached hereto as Exhibit "B", both of which exhibits are expressly made a part hereof by reference; and

WHEREAS, the Gwinnett Village Community Improvement District will furnish the Clerk of the Gwinnett County Board of Commissioners with a Resolution consenting to the expansion of the boundaries of the Gwinnett Village Community Improvement District, a Resolution consenting to the expansion of the boundaries of the Gwinnett Village Community Improvement District by the City of Norcross, and a Resolution consenting to the expansion of the boundaries of the Gwinnett Village Community Improvement District by the City of Peachtree Corners prior to the effective date of the boundary expansion; and

WHEREAS, the Gwinnett Village Community Improvement District has produced a list of parcels to be annexed, a map of the proposed new boundaries of the Community Improvement District, and a certification of the proposed new District boundaries by the Tax Commissioner of Gwinnett County; and

WHEREAS, the Gwinnett County Board of Commissioners finds that the expansion of the Gwinnett Village Community Improvement District as set forth in

Exhibit "B" is in the best interest of the electors of such district and the citizens of Gwinnett County;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners does hereby consent to the expansion of the Gwinnett Village Community Improvement District as set forth on Exhibit "B" to this Resolution. This consent is contingent upon the Gwinnett Village Community Improvement District Board's submission of Resolutions consenting to this boundary expansion by the Gwinnett Village Community Improvement Board, the City of Norcross, and the City of Peachtree Corners prior to the effective date of this boundary expansion. The Board of Commissioners further directs that the County Clerk forward a certified copy of this Resolution to the Secretary of State and the Department of Community Affairs upon the receipt of the Resolutions of the Gwinnett Village Community Improvement District Board, the City of Norcross, and the City of Peachtree Corners.

CHARLOTTE J. NASH, Chairman
Gwinnett County Board of Commissioners

ATTEST:

DIANE KEMP, County Clerk

(SEAL)

APPROVED AS TO FORM:

VAN STEPHENS
Acting County Attorney

PIN: 6215 004
OWNER: BAM! INVESTMENTS
SITE ADDRESS: 5894 GOSHEN SPRINGS RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came BARRY ADAMS, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6215 004 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. BAM! INVESTMENTS is the owner of the real property described above.

3. The owner does designate BARRY ADAMS as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

Barry A. Adams (SEAL)

Sworn to and subscribed to before me,
this 12 day of March, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie M Austin
Notary Public

EXHIBIT
tabbies
4

PIN: 6186 057
OWNER: CHAMBLEE TUCKER CENTER LTD
SITE ADDRESS: 1241 SINGLETON RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came RICHARD MATHERLY, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6186 057 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. CHAMBLEE TUCKER CENTER LTD is the owner of the real property described above.

3. The owner does designate RICHARD MATHERLY as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 19 day of February, 2013.

_____
Notary Public

KELLY M ASHMAN
NOTARY PUBLIC
FORSYTH CO., GEORGIA
MY COMMISSION EXPIRES
APR 29 2016

PIN: 6186 006
OWNER: 1235 INDIAN TRAIL LLC
SITE ADDRESS: 1235 INDIAN TRAIL

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came SURESH SHAH, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6186 006 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. 1235 INDIAN TRAIL LLC is the owner of the real property described above.

3. The owner does designate SURESH SHAH as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

Suresh N. L (SEAL)

Sworn to and subscribed to before me,
this 20 day of Feb, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie M Austin
Notary Public

PIN: 6201 016
OWNER: SOUTER HOLDINGS LLC
SITE ADDRESS: 1567 BEAVER RUIN RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Souter, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6201 016 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. SOUTER HOLDINGS LLC is the owner of the real property described above.

3. The owner does designate John Souter as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 18 day of Feb, 2013.

Patricia Saltamacchio
Notary Public

PATRICIA SALTAMACCHIO NOTARY PUBLIC NEWTON COUNTY, GEORGIA Exp. Jul. 20, 2016

PIN:6199 116
OWNER: Maalouf and Ghali Enterprises Inc
SITE ADDRESS: 1800 Willow Trail Parkway

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Pierre Maalouf, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6199 116, of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. Maalouf and Ghali Enterprises Inc is the owner of the real property described above.

3. The owner does designate Pierre Maalouf as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of a Community Improvement District (CID).

5. The undersigned acknowledges that if a CID is created, within which the realty is located, that it will be subject to taxes, fees, and assessments levied by the CID board.

6. The owner consents to the creation and establishment of a CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 7th day of March, 2013.

Robert Michener
Notary Public

ROBERT MICHENER
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES
JULY 5, 2015

PIN: 6250 072
OWNER: NEWELL RECYCLING OF GWINNETT LLC
SITE ADDRESS: 2750 Amwiler Rd

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came **G. Robert Triesch, III**, who after first having been duly sworn upon oath, deposes and says:

1. As a Manager and Vice President, he is authorized to give this consent on behalf of **NEWELL RECYCLING OF GWINNETT, LLC,** a Georgia limited liability company.

2. **NEWELL RECYCLING OF GWINNETT, LLC** is the owner of the real property described as:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6250 072, of the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

3. The owner does designate **Mike Tuller** as the representative of the owner in the taking of all actions, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the Realty is located, and that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's Realty for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

G. Robt Triesch, III (SEAL)

Sworn to and subscribed to before me,
this 25 day of October, 2012.

Linda M Swords
Notary Public

PIN: 6217 023
OWNER: Bronco Enterprises, LLC
SITE ADDRESS: 6485 Crescent Drive

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came VERONICA MORENO, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6-217-23, of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. Bronco Enterprises, LLC is the owner of the real property described above.

3. The owner does designate VERONICA MORENO as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of a Community Improvement District (CID).

5. The undersigned acknowledges that if a CID is created, within which the realty is located, that it will be subject to taxes, fees, and assessments levied by the CID board.

6. The owner consents to the creation and establishment of a CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 19 day of March, 2013.

_____
Notary Public

KAREN E. MUSSER
NOTARY PUBLIC
FULTON CO., GEORGIA
MY COMMISSION EXPIRES
APR 26 2013

PIN: 6242 095
OWNER: WAFFLE HOUSE
SITE ADDRESS: 5555 BUFORD HWY

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Benjamin A Aune, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6242 095 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. WAFFLE HOUSE is the owner of the real property described above.

3. The owner does designate Ansley Wogsland as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 1 day of April, 2013.

Anita Dunio
Notary Public

ANITA DUNIO
NOTARY PUBLIC
WALTON COUNTY
GEORGIA
EXPIRES
OCT. 6, 2013

PIN: 6243 196
OWNER: TLH WORK PROPERTIES LLC
SITE ADDRESS: 450 SOUTH CEMETERY ST, 202

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Troy Hinkle, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 196 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. TLH WORK PROPERTIES is the owner of the real property described above.

3. The owner does designate TROY HINKLE as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the ~~undersigned has~~ set his/~~her~~ hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 30 day of April, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie Austin
Notary Public

PIN: 6243 195
OWNER: TLH WORK PROPERTIES LLC
SITE ADDRESS: 450 SOUTH CEMETERY ST, 201

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Troy Hinkle, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 195 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. TLH WORK PROPERTIES is the owner of the real property described above.

3. The owner does designate TROY HINKLE as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, ~~the undersigned~~ has set his/her hand and seal the day and year set forth below.

BY: _____ (SEAL)

Sworn to and subscribed to before me,
this 30 day of April, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie Austin
Notary Public

PIN: 6243 198
OWNER: BFA ENTERPRISES
SITE ADDRESS: 450 SOUTH CEMETERY ST STE 204

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Mark Baker, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 198 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. BFA ENTERPRISES is the owner of the real property described above.

3. The owner does designate Mark Baker as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 30 day of April, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

_____
Notary Public

PIN: 6243 088
OWNER: CDG INVESTMENTS LLC
SITE ADDRESS: 460 SOUTH PEACHTREE STREET

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Chuck Pond, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 088 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. CDG INVESTMENTS LLC is the owner of the real property described above.

3. The owner does designate Chuck Pond as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

Chuck Pond (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A121
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6569 PLEASANTDALE RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A121 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A120
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6517 PLEASANTDALE RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A120 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A119
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6579 PLEASANTDALE RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A119 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A118A
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6894 BUFORD HWY

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A118A of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6243 126
OWNER: FLORES SERWIN E
SITE ADDRESS: 619 S CEMETERY ST

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Serwin Flores, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 126 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. FLORES SERWIN E is the owner of the real property described above.

3. The owner does designate _____ as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 15 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6243 133
OWNER: LOLLIS NORA G
SITE ADDRESS: 631 SOUTH CEMETERY ST

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came LOLLIS NORA-HARRISON who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 133 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. LOLLIS NORA G is the owner of the real property described above.

3. The owner does designate Harrison Lollis as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Sworn to and subscribed to before me,
this 17 day of April, 2013.

Kellie Austin
Notary Public

PIN: 6215 206
OWNER: MERITEX GOSHEN SPRINGS LLC
SITE ADDRESS: 5755 GOSHEN SPRINGS RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came ARVID POULAITIS, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6215 206 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. MERITEX GOSHEN SPRINGS LLC is the owner of the real property described above.

3. The owner does designate DANIEL F. WARD as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)
ON BEHALF OF
MERITEX GOSHEN SPRINGS, LLC

Sworn to and subscribed to before me,
this 1st day of MAY, 2013.

Sandra C. Tobias
Notary Public

Sandra Ann Tobias
NOTARY PUBLIC
State of Minnesota
My Commission Expires 1-31-2017

PIN: 6169 040
OWNER: Liberty Investment Partners LLC
SITE ADDRESS: 4864 JIMMY CARTER BLVD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Franklin Ly, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6190 040, of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. Liberty Investment Partners LLC. is the owner of the real property described above.

3. The owner does designate Lisa Reeves as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

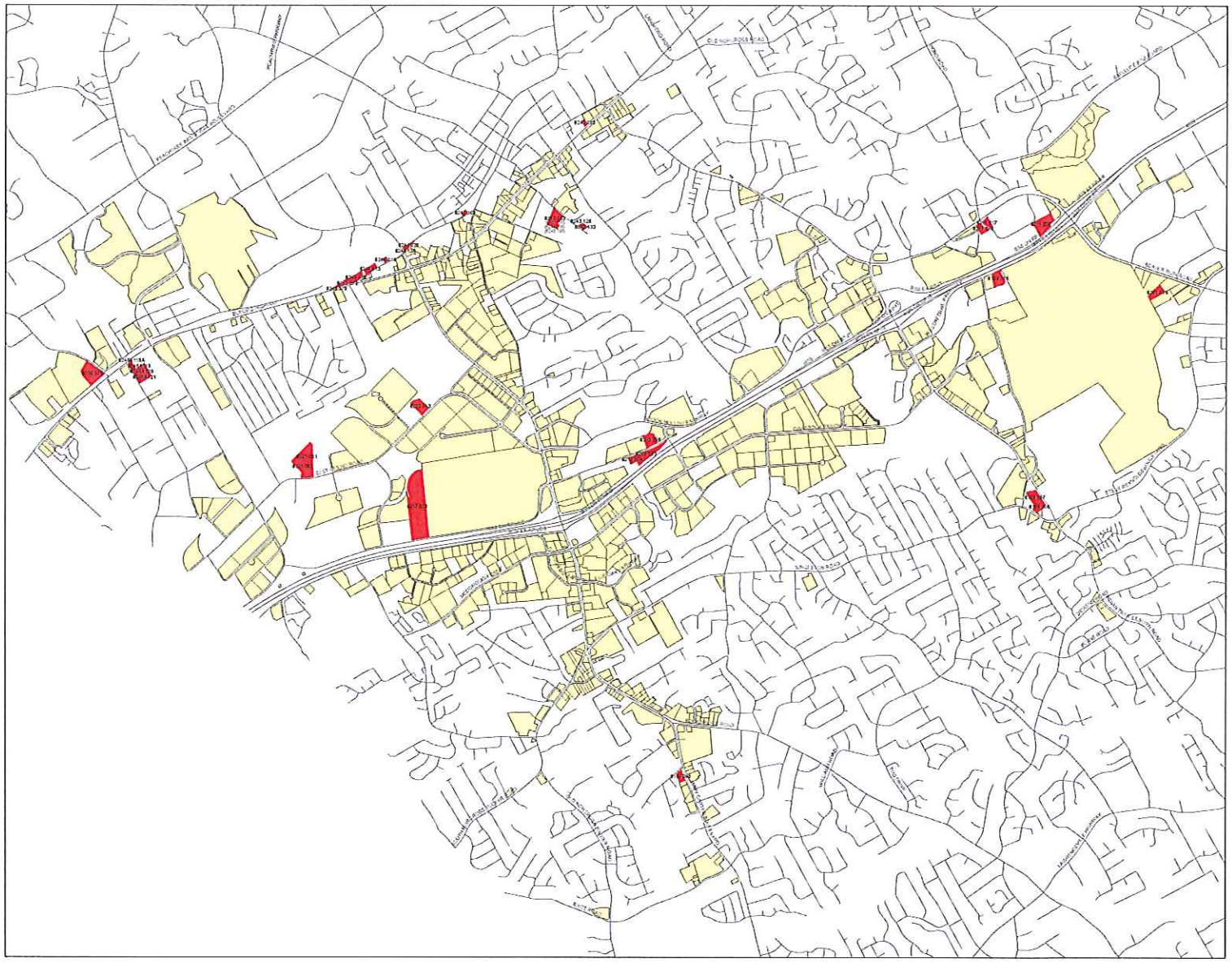
F. Franklin Ly (SEAL)

Sworn to and subscribed to before me,
this 1st day of May, 2013.

Robert Michener
Notary Public

ROBERT MICHENER NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 5, 2015

Gwinnett Village CID with 2013 Expansion



Legend

- Road
- Gwinnett Village Expansion Parcels
- Existing Gwinnett Village Parcels

N
W E
S

0 0.25 0.5 1 1.5 2
Miles

EXHIBIT
B

STATE OF GEORGIA

COUNTY OF GWINNETT

A RESOLUTION OF THE BOARD OF COMMISSIONERS CONSENTING TO THE EXPANSION OF THE BOUNDARIES OF THE GWINNETT VILLAGE COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the Gwinnett Village Community Improvement District was created on March 21, 2006; and

WHEREAS, Section 7 of the Gwinnett County Community Improvement Districts Act found at 2001 Georgia Laws, pages 3709, et seq. authorizes an expansion of the boundaries of a Community Improvement District subject to the following conditions:

1. Written consent of a majority of the owners of real property within the area sought to be annexed and which will be subject to taxes, fees, and assessments levied by the board of the district;
2. Written consent of owners of real property within the area sought to be annexed which constitutes at least 75% by value of the property which will be subject to taxes, fees, and assessments levied by the board. For this purpose, value shall be determined by the most recent approved County ad valorem tax digest;
3. The adoption of a Resolution consenting to the annexation by the board of the district; and
4. The adoption of a Resolution consenting to the annexation by the governing authorities of Gwinnett County, if any portion of the district is or

is to be in the unincorporated area of Gwinnett County, and such municipalities as may have area within the district before or after annexation; and

WHEREAS, the Gwinnett Village Community Improvement District has submitted the written consents attached hereto as Exhibit "A", and the proposed boundary expansion map for the Gwinnett Village Community Improvement District attached hereto as Exhibit "B", both of which exhibits are expressly made a part hereof by reference; and

WHEREAS, the Gwinnett Village Community Improvement District will furnish the Clerk of the Gwinnett County Board of Commissioners with a Resolution consenting to the expansion of the boundaries of the Gwinnett Village Community Improvement District, a Resolution consenting to the expansion of the boundaries of the Gwinnett Village Community Improvement District by the City of Norcross, and a Resolution consenting to the expansion of the boundaries of the Gwinnett Village Community Improvement District by the City of Peachtree Corners prior to the effective date of the boundary expansion; and

WHEREAS, the Gwinnett Village Community Improvement District has produced a list of parcels to be annexed, a map of the proposed new boundaries of the Community Improvement District, and a certification of the proposed new District boundaries by the Tax Commissioner of Gwinnett County; and

WHEREAS, the Gwinnett County Board of Commissioners finds that the expansion of the Gwinnett Village Community Improvement District as set forth in

Exhibit "B" is in the best interest of the electors of such district and the citizens of Gwinnett County;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners does hereby consent to the expansion of the Gwinnett Village Community Improvement District as set forth on Exhibit "B" to this Resolution. This consent is contingent upon the Gwinnett Village Community Improvement District Board's submission of Resolutions consenting to this boundary expansion by the Gwinnett Village Community Improvement Board, the City of Norcross, and the City of Peachtree Corners prior to the effective date of this boundary expansion. The Board of Commissioners further directs that the County Clerk forward a certified copy of this Resolution to the Secretary of State and the Department of Community Affairs upon the receipt of the Resolutions of the Gwinnett Village Community Improvement District Board, the City of Norcross, and the City of Peachtree Corners.

CHARLOTTE J. NASH, Chairman
Gwinnett County Board of Commissioners

ATTEST:

DIANE KEMP, County Clerk

(SEAL)

APPROVED AS TO FORM:

VAN STEPHENS
Acting County Attorney

PIN: 6215 004
OWNER: BAM! INVESTMENTS
SITE ADDRESS: 5894 GOSHEN SPRINGS RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came BARRY ADAMS, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6215 004 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. BAM! INVESTMENTS is the owner of the real property described above.

3. The owner does designate BARRY ADAMS as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

Barry A. Adams (SEAL)

Sworn to and subscribed to before me,
this 12 day of March, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie M Austin
Notary Public

EXHIBIT
tabbies
4

PIN: 6186 057
OWNER: CHAMBLEE TUCKER CENTER LTD
SITE ADDRESS: 1241 SINGLETON RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came RICHARD MATHERLY, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6186 057 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. CHAMBLEE TUCKER CENTER LTD is the owner of the real property described above.

3. The owner does designate RICHARD MATHERLY as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

Richard Matherly (SEAL)

Sworn to and subscribed to before me,
this 19 day of February, 2013.

Kelly Ashman
Notary Public

KELLY M ASHMAN
NOTARY PUBLIC
FORSYTH CO., GEORGIA
MY COMMISSION EXPIRES
APR 29 2016

PIN: 6186 006
OWNER: 1235 INDIAN TRAIL LLC
SITE ADDRESS: 1235 INDIAN TRAIL

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came SURESH SHAH, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6186 006 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. 1235 INDIAN TRAIL LLC is the owner of the real property described above.

3. The owner does designate SURESH SHAH as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

Suresh N. L (SEAL)

Sworn to and subscribed to before me,
this 20 day of Feb, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie M Austin
Notary Public

PIN: 6201 016
OWNER: SOUTER HOLDINGS LLC
SITE ADDRESS: 1567 BEAVER RUIN RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Souter, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6201 016 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. SOUTER HOLDINGS LLC is the owner of the real property described above.

3. The owner does designate John Souter as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 18 day of Feb, 2013.

Patricia Saltamacchio
Notary Public

PATRICIA SALTAMACCHIO NOTARY PUBLIC NEWTON COUNTY, GEORGIA Exp. Jul. 20, 2015

PIN:6199 116
OWNER: Maalouf and Ghali Enterprises Inc
SITE ADDRESS: 1800 Willow Trail Parkway

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Pierre Maalouf, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6199 116, of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. Maalouf and Ghali Enterprises Inc is the owner of the real property described above.

3. The owner does designate Pierre Maalouf as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of a Community Improvement District (CID).

5. The undersigned acknowledges that if a CID is created, within which the realty is located, that it will be subject to taxes, fees, and assessments levied by the CID board.

6. The owner consents to the creation and establishment of a CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 7th day of March, 2013.

Robert Michener
Notary Public

ROBERT MICHENER
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES
JULY 5, 2015

PIN: 6250 072
OWNER: NEWELL RECYCLING OF GWINNETT LLC
SITE ADDRESS: 2750 Amwiler Rd

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came **G. Robert Triesch, III**, who after first having been duly sworn upon oath, deposes and says:

1. As a Manager and Vice President, he is authorized to give this consent on behalf of **NEWELL RECYCLING OF GWINNETT, LLC,** a Georgia limited liability company.

2. **NEWELL RECYCLING OF GWINNETT, LLC** is the owner of the real property described as:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6250 072, of the tax maps of Gwinnett County, Georgia, herein referred to as the "Realty".

3. The owner does designate **Mike Tuller** as the representative of the owner in the taking of all actions, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the Realty is located, and that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's Realty for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

G. Robt Triesch, III (SEAL)

Sworn to and subscribed to before me,
this 25 day of October, 2012.

Linda M Swords
Notary Public

GLENDA M SWORDS NOTARY PUBLIC CLAYTON COUNTY, GA MY COMMISSION EXPIRES APRIL 27 2016

PIN: 6217 023
OWNER: Bronco Enterprises, LLC
SITE ADDRESS: 6485 Crescent Drive

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came VERONICA MORENO, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6-217-23, of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. Bronco Enterprises, LLC is the owner of the real property described above.

3. The owner does designate VERONICA MORENO as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of a Community Improvement District (CID).

5. The undersigned acknowledges that if a CID is created, within which the realty is located, that it will be subject to taxes, fees, and assessments levied by the CID board.

6. The owner consents to the creation and establishment of a CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned ~~has~~ set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 19 day of March, 2013.

_____
Notary Public

KAREN E. MUSSER
NOTARY PUBLIC
FULTON CO., GEORGIA
MY COMMISSION EXPIRES
APR 26 2013

PIN: 6242 095
OWNER: WAFFLE HOUSE
SITE ADDRESS: 5555 BUFORD HWY

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Benjamin A Aune, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6242 095 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. WAFFLE HOUSE is the owner of the real property described above.

3. The owner does designate Ansley Wogsland as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 1 day of April, 2013.

Anita Dunio
Notary Public

ANITA DUNIO
NOTARY PUBLIC
WALTON COUNTY
GEORGIA
EXPIRES
OCT. 6, 2013

PIN: 6243 196
OWNER: TLH WORK PROPERTIES LLC
SITE ADDRESS: 450 SOUTH CEMETERY ST, 202

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Troy Hinkle, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 196 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. TLH WORK PROPERTIES is the owner of the real property described above.

3. The owner does designate TROY HINKLE as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the ~~undersigned has~~ set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 30 day of April, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie Austin
Notary Public

PIN: 6243 195
OWNER: TLH WORK PROPERTIES LLC
SITE ADDRESS: 450 SOUTH CEMETERY ST, 101

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Troy Hinkle, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 195 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. TLH WORK PROPERTIES is the owner of the real property described above.

3. The owner does designate TROY HINKLE as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the ~~undersigned~~ has set his/her hand and seal the day and year set forth below.

BY

_____ (SEAL)

Sworn to and subscribed to before me,
this 30 day of April, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie Austin
Notary Public

PIN: 6243 198
OWNER: BFA ENTERPRISES
SITE ADDRESS: 450 SOUTH CEMETERY ST STE 204

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Hail Baker, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 198 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. BFA ENTERPRISES is the owner of the real property described above.

3. The owner does designate Hail Baker as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 30 day of April, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

Kellie Austin
Notary Public

PIN: 6243 088
OWNER: CDG INVESTMENTS LLC
SITE ADDRESS: 460 SOUTH PEACHTREE STREET

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Chuck Pond, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 088 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. CDG INVESTMENTS LLC is the owner of the real property described above.

3. The owner does designate Chuck Pond as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

Chuck Pond (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A121
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6569 PLEASANTDALE RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A121 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A120
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6517 PLEASANTDALE RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A120 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A119
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6579 PLEASANTDALE RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A119 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

John Howard (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6246 A118A
OWNER: HOWARD J EDWIN
SITE ADDRESS: 6894 BUFORD HWY

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came John Howard, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6246 A118A of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. HOWARD J EDWIN is the owner of the real property described above.

3. The owner does designate John Howard as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 29 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6243 126
OWNER: FLORES SERWIN E
SITE ADDRESS: 619 S CEMETERY ST

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Serwin Flores, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 126 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. FLORES SERWIN E is the owner of the real property described above.

3. The owner does designate _____ as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 15 day of April, 2013.

Kellie Austin
Notary Public

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

PIN: 6243 133
OWNER: LOLLIS NORA G
SITE ADDRESS: 631 SOUTH CEMETERY ST

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came LOLLIS NORA-HARRISON who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6243 133 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. LOLLIS NORA G is the owner of the real property described above.

3. The owner does designate Harrison Lollis as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)

Sworn to and subscribed to before me,
this 17 day of April, 2013.

KELLIE AUSTIN
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 20, 2013

_____
Notary Public

PIN: 6215 206
OWNER: MERITEX GOSHEN SPRINGS LLC
SITE ADDRESS: 5755 GOSHEN SPRINGS RD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came ARVID POULAITIS, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6215 206 of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. MERITEX GOSHEN SPRINGS LLC is the owner of the real property described above.

3. The owner does designate DANIEL F. WARD as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

_____ (SEAL)
ON BEHALF OF
MERITEX GOSHEN SPRINGS, LLC

Sworn to and subscribed to before me,
this 1st day of MAY, 2013.

Sandra C. Tobias
Notary Public

Sandra Ann Tobias
NOTARY PUBLIC
State of Minnesota
My Commission Expires 1-31-2017

PIN: 6169 040
OWNER: Liberty Investment Partners LLC
SITE ADDRESS: 4864 JIMMY CARTER BLVD

WRITTEN CONSENT OF OWNER

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned, attesting officer, duly authorized by law to administer oaths, came Franklin Ly, who after first having been duly sworn upon oath, deposes and says:

1. The undersigned is the owner of the following described REAL PROPERTY:

   All that tract or parcel of land lying and being in Gwinnett County, Georgia, identified as Tax Parcel 6190 040, of the tax maps of Gwinnett County, Georgia, herein referred to as the "realty".

2. Liberty Investment Partners LLC. is the owner of the real property described above.

3. The owner does designate Lisa Reeves as the representative of the owner in the taking of all action, including, but not limited to, serving as elector, voting for board members, and voting otherwise, as may be allowed or required under the "Gwinnett County Community Improvement Districts Act", (the "Act") passed by the 2001 Georgia General Assembly.

4. This affidavit may be relied upon by the Gwinnett County Tax Commissioner for the purpose of certifying that subparagraphs (2) (A) and (B) of Section 4 of the Act have been satisfied and by the Gwinnett County Board of Commissioners with respect to creation of the Gwinnett Village Community Improvement District (CID).

5. The undersigned acknowledges that the Gwinnett Village CID has been created, within which the realty is located, that it will be subject to taxes levied by the CID board.

6. The owner consents to the membership in the Gwinnett Village CID to include the owner's REAL PROPERTY for the purpose of the provision of such governmental services and facilities as may be allowed under the "Gwinnett County Community Improvement Districts Act".

In Witness Whereof, the undersigned has set his/her hand and seal the day and year set forth below.

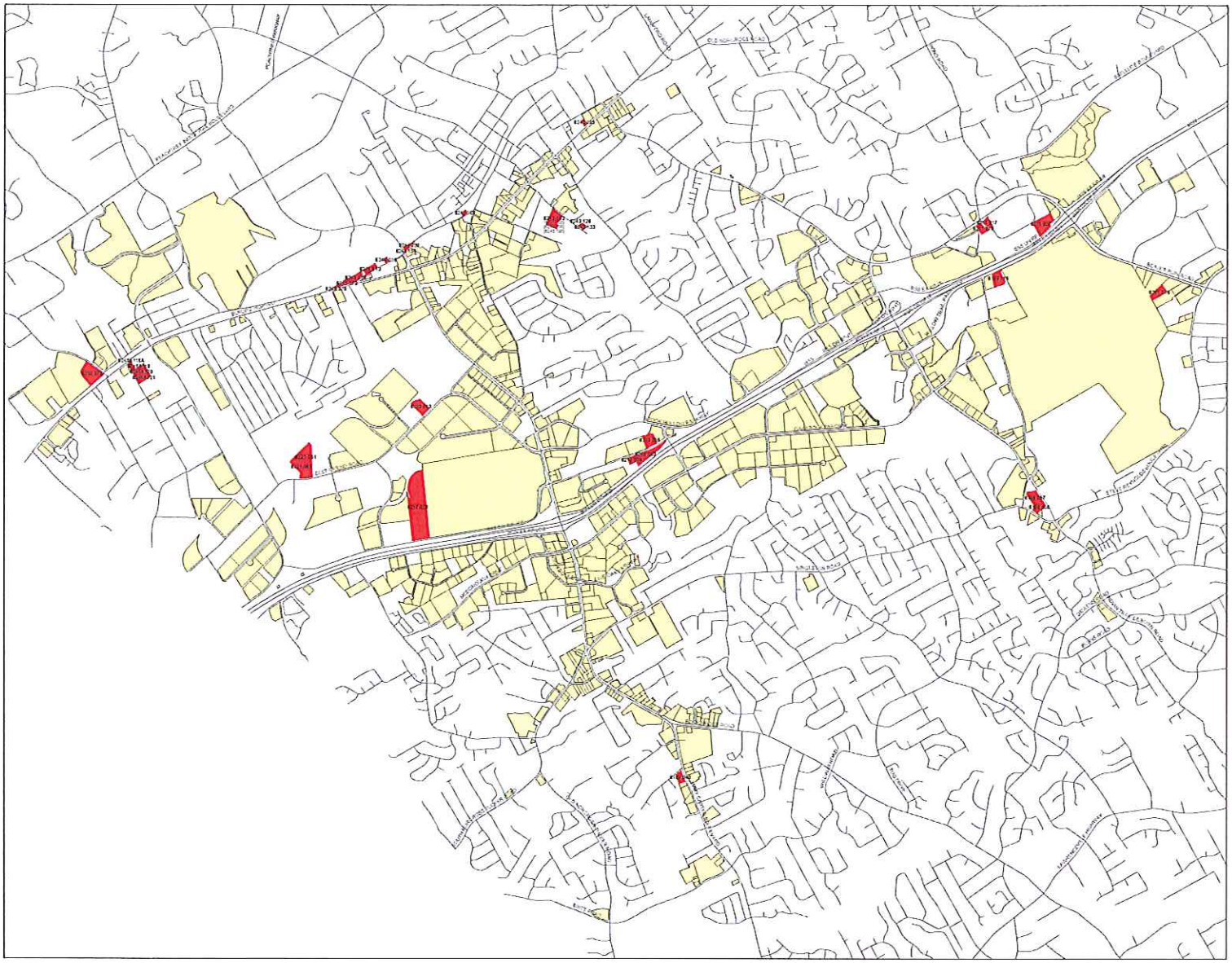
F. Franklin Ly (SEAL)

Sworn to and subscribed to before me,
this 1st day of May, 2013.

Robert Michener
Notary Public

ROBERT MICHENER NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 5, 2015

Gwinnett Village CID with 2013 Expansion



Legend

- Road
- Gwinnett Village Expansion Parcels
- Existing Gwinnett Village Parcels

N
W E
S

0 0.25 0.5 1 1.5 2
Miles

EXHIBIT
tabbies
B

STATE OF GEORGIA

COUNTY OF GWINNETT

CERTIFICATE OF COMPLIANCE

COMES NOW the duly elected Tax Commissioner of Gwinnett County, Georgia, Richard Steele, and certifies that Subparagraph (a) of Section 7 of the Gwinnett County Community Improvement Districts Act, 2001 Georgia Laws, Pages 3709 through 3723, has been satisfied with respect to the expansion of the Gwinnett Village Community Improvement District.

This Certification is based upon the map of the expansion of the Gwinnett Village Community Improvement District, which was prepared by Chuck Warbington, Executive Director for the Gwinnett Village Community Improvement District. The Gwinnett Village Community Improvement District Expansion Map is attached hereto as Exhibit "A" and by this reference made a part hereof. This Certification is also based upon a review of the tax parcel list of the expansion area that has been prepared by Chuck Warbington. The parcel list has been reviewed by the Gwinnett County Tax Assessor's Office and the Tax Commissioner and is attached hereto as Exhibit "B" and by this reference made a part hereof.

Chuck Warbington, Executive Director for the Gwinnett Village Community Improvement District, has presented written consents to the expansion of the Gwinnett Village Community Improvement District executed by the following:

1. A majority of the owners of real property within the expansion of the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and

2. The owners of real property within the expansion of the District which constitutes at least 75% by value of all real property within the expansion of the District which will be subject to taxes, fees, and assessments levied by the Board. For this purpose, the value has been determined by the most recent approved County Ad Valorem Tax Digest.

This Certification is presented to the Board of Commissioners of Gwinnett County, Georgia this the 3rd day of May, 2013.

RICHARD STEELE
Tax Commissioner
Gwinnett County, Georgia

Witness

Sworn to and subscribed before me
this 3rd day of May, 2013.

NOTARY PUBLIC

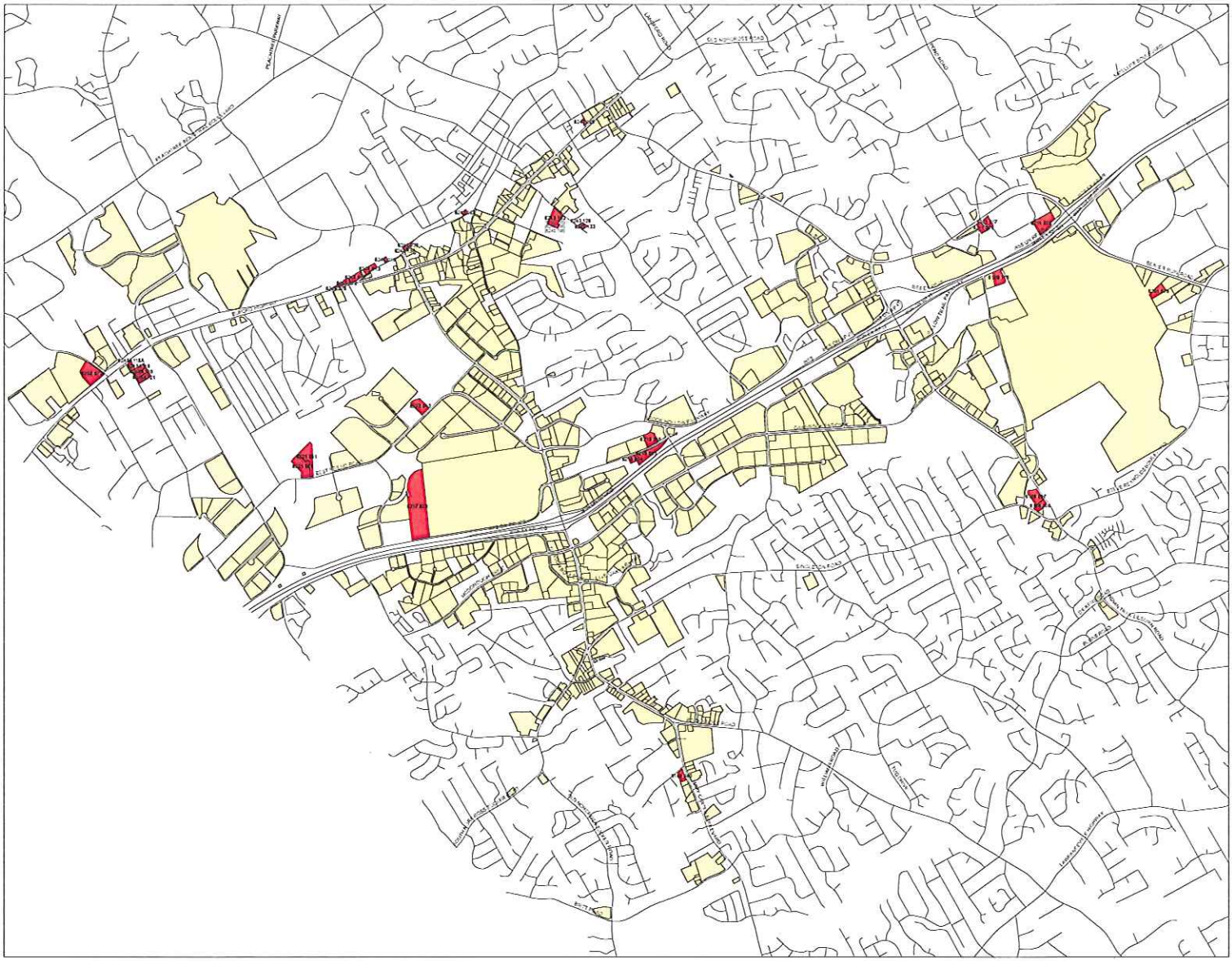
ROBIN COOK NOTARY PUBLIC WALTON COUNTY GEORGIA (SEAL) MY COMMISSION EXPIRES

My Commission Expires: 2/14/2015

Approved as to Form:

VAN STEPHENS
Acting County Attorney

Gwinnett Village CID with 2013 Expansion



Legend

- Road
- Gwinnett Village Expansion Parcels
- Existing Gwinnett Village Parcels

N
W E
S

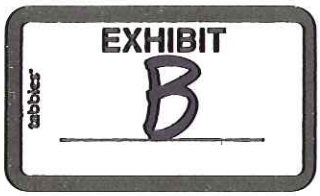
0 0.25 0.5 1 1.5 2
Miles

EXHIBIT
tabbies
A

EXHIBIT B

GWINNETT VILLAGE CID EXPANSION
PARCEL LIST

PIN	OWNER OF RECORD (OOR)	Desc
6169 040	Liberty Investments Partners LLC	JIMMY CARTER BLVD
6186 006	1235 Indian Trail LLC	SINGLETON RD
6186 057	Chamblee Tucker Center LTD	SINGLETON RD
6199 116	Maalouf and Ghali Enterprises, Inc	TR 2 WILLOWTRAIL PARKWAY
6201 016	Souter Holdings LLC	BEAVER RUIN RD
6211 217	St Paul Fire & Marine Insurance	BEAVER RUIN BUS CENTE
6211 219	St Paul Fire & Marine Insurance	BEAVER RUIN BUS CENTE
6211 227	St Paul Fire & Marine Insurance	BEAVER RIDGE CIRCLE
6215 003	Nelkin Goshen Springs LLC	EXPRESSWAY & GOSHEN SP
6215 004	Bam! Investments	GOSHEN RD
6215 206	Meritex Goshen Springs LLC	L3A BC BROOK HOLLOW
6217 023	Bronco Enterprises LLC	CRESCENT DR
6221 051	Rollins Leasing Corp	NORCROSS-SOUTHERN IND
6221 061	Rollins Leasing Corp	NORCROSS-SOUTHERN IND
6223 043	Xtra Lease Inc	OLD ROCK BRIDGE RD
6242 095	Waffle House Inc	L VILLE HWY 23
6243 088	CDG Investments LLC	MAGNOLIA STATION
6243 126	Flores Serwin E	CEMETERY ST
6243 133	Lollis Nora G	CEMETERY ST
6243 195	TLH Work Properties LLC	UN 201 FAIRMONT WOODS PH #2
6243 196	TLH Work Properties LLC	UN 202 FAIRMONT WOODS PH #2
6243 198	BFA Enterprises	UN 204 FAIRMONT WOODS PH #2
6244 013	Norcross Supply Co	S PEACHTREE
6244 016	Cowan Sam	S PEACHTREE ST
6244 020	Palmetto LLC	S PEACHTREE ST
6244 058	A&J Inv Co	PTREE ST & HWY 23
6244 156	Palmetto LLC	S PTREE ST
6245 370	Walker Horace L	3 7 PT 8 BL A BORING
6245 371	Adams Donald Aaron	12 BA BORING SD
6245 372	Khalili Mahin S	US HWY 23
6245 388	Verner William George	U S HWY 23
6246A118A	Howard J Edwin	HWY 23
6246A119	Howard J Edwin	PLEASANTDALE RD
6246A120	Howard J Edwin	PLEASANTDALE RD
6246A121	Howard J Edwin	PLEASANTDALE RD
6250 072	Newell Recycling of Gwinnett LLC	AMWILER RD



Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130386	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Law Department			Date Submitted:	04/18/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Michael P. Ludwiczak			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for project Boggs Road (Autumn Village Apartments to Old Norcross Road), project F-0807-01 for Declaration of Taking procedures for condemnation proceedings regarding the property of Alisha Investments, Inc. and Metro City Bank, lying and being in Land Lot 40 of the 7th District of Gwinnett County, Georgia consisting of 0.042 acres of permanent easement for construction and maintenance of slopes (inside floodplain), 0.139 acres of permanent easement for construction and maintenance of slopes (outside floodplain), 0.056 acres of permanent easement for construction and maintenance of drainage (inside floodplain), 1.847 acres of permanent undisturbed stream buffer easement (inside floodplain), 0.091 acres of permanent easement for access to the sanitary sewer facility (inside floodplain), and 0.043 acres of 24-month temporary driveway easement. Parcel 4, Tax Map No. 7-040-001, Zoning C-2. Amount. $22,800.00. This project is funded by the 2009 SPLOST Program. District 4/Heard

Attachments	Memorandum, Condemnation Summary, Maps, and Resolution.
Authorization: Chairman's Signature?	Yes
Staff Recommendation	
Department Head	mpludwiczak (4/18/2013)
Attorney	mpludwiczak (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST	* $63,738	$22,800	ajbovos (4/22/2013)
Finance Comments	* Funding available in Boggs Rd (Old Norcross - Breckinridge) project.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Law

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8700 • (fax) 770.822.8790
www.gwinnettcounty.com

gwinnettcounty

MEMORANDUM

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Michael P. Ludwiczak MPL
Sr. Assistant County Attorney

SUBJECT: *Gwinnett County, Georgia v. Alisha Investments, Inc., Metro City Bank, 0.042 acres of permanent easement for construction and maintenance of slopes (inside floodplain), 0.139 acres of permanent easement for construction and maintenance of slopes (outside floodplain), 0.056 acres of permanent easement for construction and maintenance of drainage (inside floodplain), 1.847 acres of permanent undisturbed stream buffer easement (inside floodplain), 0.091 acres of permanent easement for access to the sanitary sewer facility (inside floodplain), and 0.043 acres of 24-month temporary driveway easement*

DATE: April 18, 2013

RE: Project: Boggs Road (Autumn Village Apartments to Old Norcross Road)
Project #F-0807-01
Located in Land Lot 40 of the 7th District of Gwinnett County, Georgia

Amount - $22,800.00 - Parcel 4

RECOMMENDATION: Agenda Item
Authorize the Chairman of the Board of
Commissioners to Execute the Attached Resolution

As a means to expedite the processing of condemnation procedures, this office has initiated the use of the Declaration of Taking procedure as provided by O.C.G.A. Sections 32-3-4 through 32-3-19. This procedure is used as an alternative to the Special Master proceeding. The Declaration of Taking procedure requires the execution of the attached Resolution by the Chairperson of the Board of Commissioners. By this Memorandum, it is requested that the Board of Commissioners authorize the execution of the attached Resolution for the Declaration of Taking initiated for the above referenced project.

If you have any questions with regard to this matter, please do not hesitate to contact me at extension 8715.

MorelandAltobelliAssociates,Inc

2211 Beaver Ruin Road, Suite 190 • Norcross, Georgia 30071 • 770/263-5945 • Fax: 770/263-0166 • ma@maai.net

Thomas D. Moreland, PE Chairman/CEO | Buddy Gratton, PE President | Vickie E. Moreland Executive Vice President/CFO | George M. Byrd, PE Senior Vice President | J. Holly Moreland Vice President

Richard C. Boullain, PE Vice President | Henry E. Collins, Jr. Vice President | Bradley M. Hale, PE Vice President | Albert J. Joyner, Jr Vice President | L.N. Manchi, P.E. Vice President | Joe McGrew, PE Vice President

Condemnation Summary

ALISHA INVESTMENTS, INC.
Project **F-0807-01**, Gwinnett County
BOGGS ROAD (AUTUMN VILLAGE APARTMENTS TO OLD NORCROSS ROAD)
Parcel **4**

Permanent Easement For Construction and Maintenance of Slopes (Outside Floodplain)	(0.139 acres)	$15,638.00
Permanent Easement For Construction and Maintenance of Slopes (Inside Floodplain)	(0.042 acres)	$84.00
Permanent Easement for Construction and Maintenance of Drainage (Inside Floodplain)	(0.056 acres)	$202.00
Permanent Undisturbed Stream Buffer Easement (Inside Floodplain)	(1.847 acres)	$6,650.00
Permanent Easement For Access to the Sanitary Sewer Facility (Inside Floodplain)	(0.091 acres)	$182.00
24 Month Temporary Driveway Easement	(0.043 acres)	N/A
Total		$22,756.00
Rounded		$22,800.00
Counter Offer		N/A

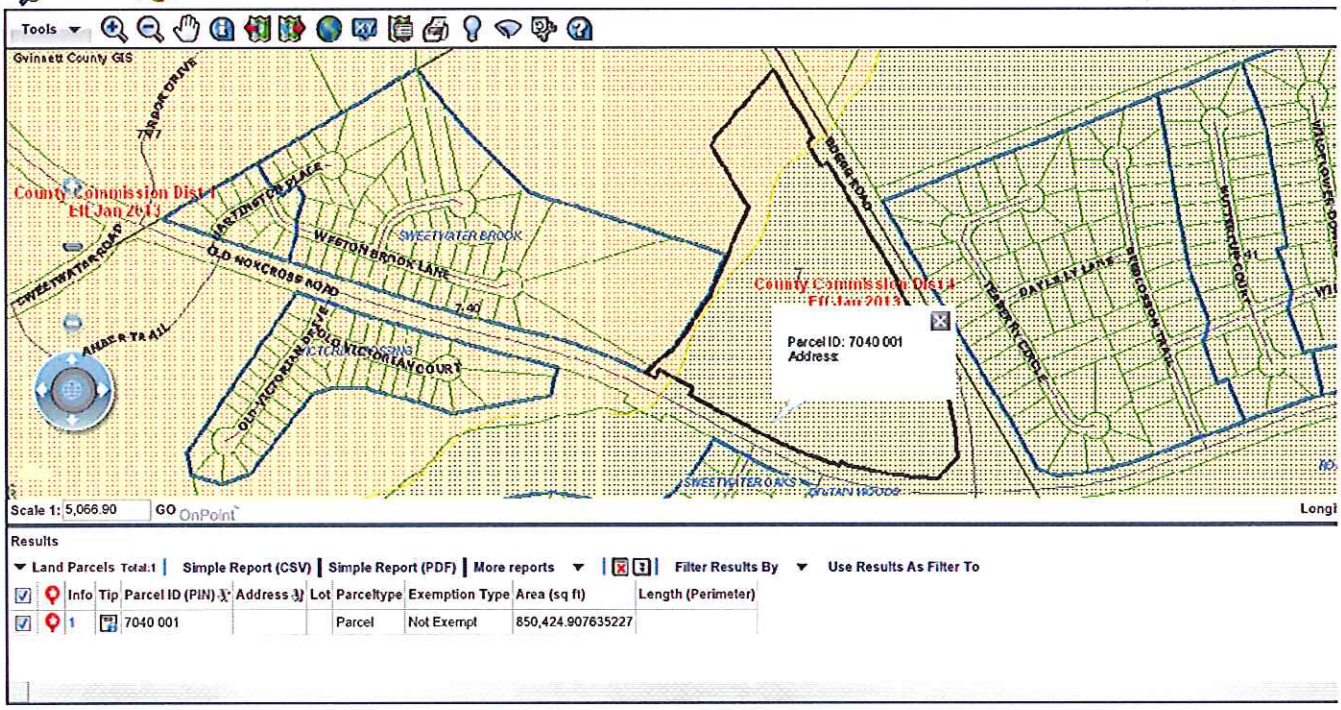
Comments:

The property is an unimproved lot consisting of 19.52 acres of which, 14.52 acres are shown to be located within a designated floodplain/wetlands area. The property owner presented a development plan to Gwinnett County in 2010 that shows a convenience store design. The project does not overlap or interfere with development plans. The property owner has retained attorney Matt Reeves and he has requested condemnation service. Issues are FMV of floodplain areas.

gwinnettcounty GIS geographic information services

Terms |

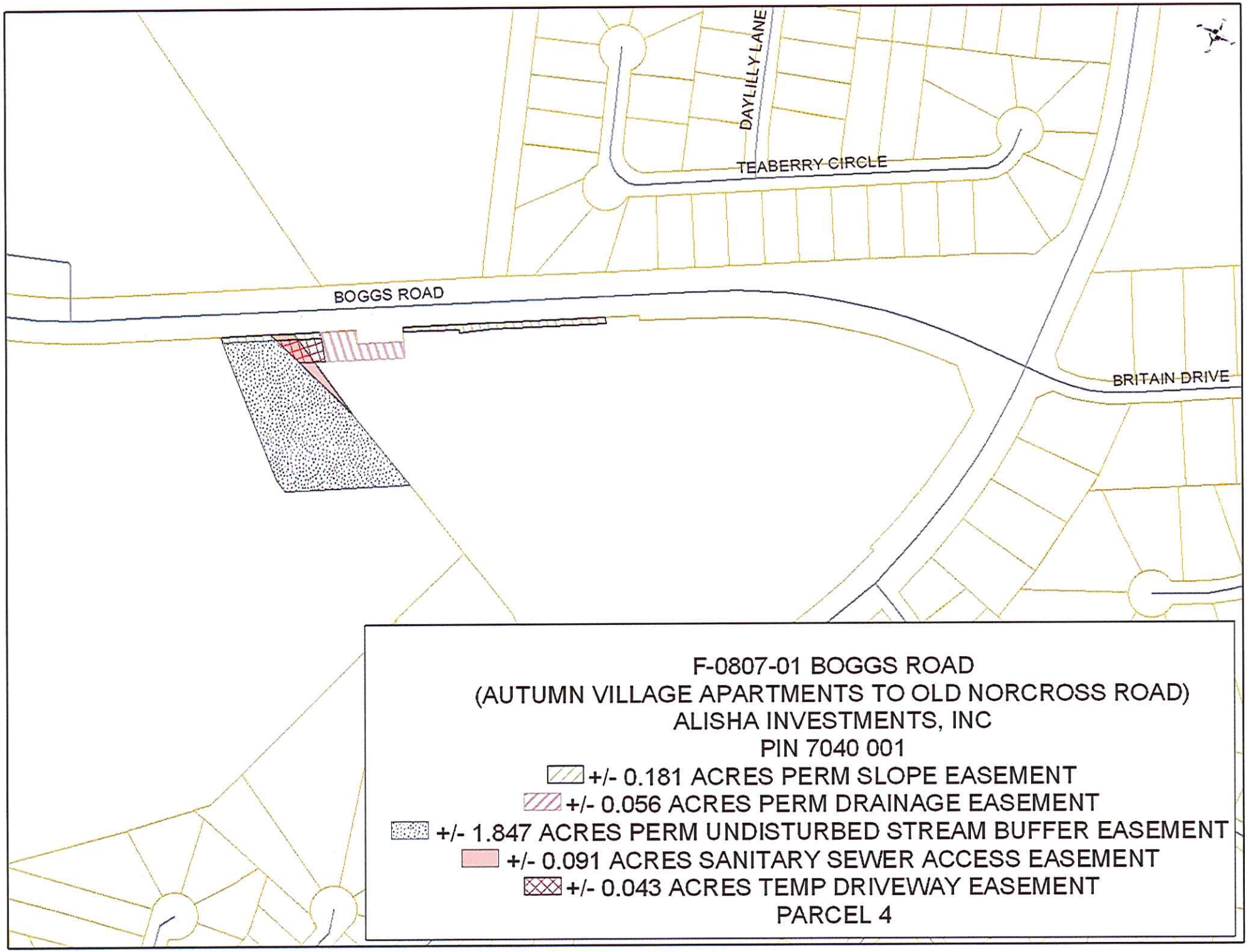
Searches | Data Sources | General | Real Estate | Engineering/D



Results

Land Parcels Total:1 | Simple Report (CSV) | Simple Report (PDF) | More reports | Filter Results By | Use Results As Filter To

Info	Tip	Parcel ID (PIN)	Address	Lot	Parcelype	Exemption Type	Area (sq ft)	Length (Perimeter)
1		7040 001			Parcel	Not Exempt	850,424.907635227	


DAYLILLY LANE
TEABERRY CIRCLE
BOGGS ROAD
BRITAIN DRIVE
F-0807-01 BOGGS ROAD
(AUTUMN VILLAGE APARTMENTS TO OLD NORCROSS ROAD)
ALISHA INVESTMENTS, INC
PIN 7040 001
+/- 0.181 ACRES PERM SLOPE EASEMENT
+/- 0.056 ACRES PERM DRAINAGE EASEMENT
+/- 1.847 ACRES PERM UNDISTURBED STREAM BUFFER EASEMENT
+/- 0.091 ACRES SANITARY SEWER ACCESS EASEMENT
+/- 0.043 ACRES TEMP DRIVEWAY EASEMENT
PARCEL 4

APPENDIX "A" TO EXHIBIT "A"
RESOLUTION
GWINNETT COUNTY COMMISSION

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct a certain State road or highway as a part of the Gwinnett County Road System of the State of Georgia, known and designated as **Project F0807-01** Gwinnett County, being a project to upgrade and improve **Boggs Road (Autumn Village Apartments to Old Norcross Road)**, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 75 Langley Drive, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

Parcel Number: 4

Permanent Easement for Construction and Maintenance of Slopes (inside floodplain): 0.042 acres
Permanent Easement for Construction and Maintenance of Slopes (outside floodplain): 0.139 acres
Permanent Easement for Construction and Maintenance of Drainage (inside floodplain): 0.056 acres
Permanent Undisturbed Stream Buffer Easement (inside floodplain): 1.847 acres
Permanent Easement for Access to the Sanitary Sewer Facility (inside floodplain): 0.091 acres
24-Month Temporary Driveway Easement: 0.043 acres

Owners: Alisha Investments, Inc. and Metro City Bank

NOW, THEREFORE, it is found by the Board of Commissioners of Gwinnett County that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This ____ day of _____, 2013.

_____
CHARLOTTE J. NASH
CHAIRMAN OF GWINNETT
COUNTY COMMISSION

ATTEST:

_____
CLERK OF GWINNETT COUNTY COMMISSION

Approved as To Form:

_____
Sr. Assistant County Attorney

I, _____, do hereby certify that I am County Clerk/Deputy County Clerk of the Board of Commissioners of Gwinnett County.

I further certify that the foregoing 2 pages constitute a true and correct extract copy of a Resolution of the Board of Commissioners of Gwinnett County, entered on the ____ day of _____, 2013, as the same applies to the tract or parcel of land described in said 2 pages; and the original of said Resolution is on file at the office of County Clerk at the Gwinnett County Justice & Administrative Center, 75 Langley Drive, Lawrenceville, Georgia.

Given under my hand and the seal of Gwinnett County, this _____ day of _____, 2013.

_____
COUNTY CLERK/DEPUTY COUNTY CLERK
GWINNETT COUNTY, GEORGIA

APPENDIX "A"

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130387	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Law Department			Date Submitted:	04/18/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Michael P. Ludwiczak			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for project Boggs Road (Autumn Village Apartments to Old Norcross Road), project F-0807-01 for Declaration of Taking procedures for condemnation proceedings regarding the property of Brisben Georgia I, Limited Partnership, SunAmerica Life Insurance Company, Federal Home Loan Mortgage Corporation, lying and being in Land Lot 41 of the 7th District of Gwinnett County, Georgia consisting of 0.023 acres of required right of way, 0.168 acres of permanent easement for construction and maintenance of slopes, and 0.010 acres of permanent easement for construction and maintenance of drainage. Parcel 3, Tax Map No. 7-041-253, Zoning RM-13, Amount $27,300.00. This project is funded by the 2009 SPLOST Program. District 1/Brooks

Attachments	Memorandum, Condemnation Summary, Maps, and Resolution.
Authorization: Chairman's Signature?	Yes
Staff Recommendation	
Department Head	mpludwiczak (4/18/2013)
Attorney	mpludwiczak (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST	* $63,738	$27,300	ajbovos (4/22/2013)
Finance Comments	* Funding available in Boggs Rd (Old Norcross - Breckinridge) project.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Law

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8700 • (fax) 770.822.8790
www.gwinnettcounty.com

gwinnettcounty

MEMORANDUM

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Michael P. Ludwiczak
Sr. Assistant County Attorney

SUBJECT: *Gwinnett County, Georgia v. Brisben Georgia I, Limited Partnership, SunAmerica Life Insurance Company, Federal Home Loan Mortgage Corporation, 0.023 acres of required right of way, 0.168 acres of permanent easement for construction and maintenance of slopes, and 0.010 acres of permanent easement for construction and maintenance of drainage*

DATE: April 18, 2013

RE: Project: Boggs Road (Autumn Village Apartments to Old Norcross Road)
Project #F-0807-01
Located in Land Lot 41 of the 7th District of Gwinnett County, Georgia

Amount - $27,300.00 - Parcel 3

RECOMMENDATION: Agenda Item
Authorize the Chairman of the Board of
Commissioners to Execute the Attached Resolution

As a means to expedite the processing of condemnation procedures, this office has initiated the use of the Declaration of Taking procedure as provided by O.C.G.A. Sections 32-3-4 through 32-3-19. This procedure is used as an alternative to the Special Master proceeding. The Declaration of Taking procedure requires the execution of the attached Resolution by the Chairperson of the Board of Commissioners. By this Memorandum, it is requested that the Board of Commissioners authorize the execution of the attached Resolution for the Declaration of Taking initiated for the above referenced project.

If you have any questions with regard to this matter, please do not hesitate to contact me at extension 8715.

MorelandAltobelliAssociates,Inc

2211 Beaver Ruin Road, Suite 190 • Norcross, Georgia 30071 • 770/263-5945 • Fax: 770/263-0166 • ma@maai.net

Thomas D. Moreland, PE, Chairman/CEO
Buddy Gratton, PE, President
Vickie E. Moreland, Executive Vice President/CFO
George M. Byrd, PE, Senior Vice President
J. Holly Moreland, Vice President
Richard C. Boullain, PE, Vice President
Henry E. Collins, Jr., Vice President
Bradley M. Hale, PE, Vice President
Albert J. Joyner, Jr, Vice President
L.N. Manchi, P.E., Vice President
Joe McGrew, PE, Vice President

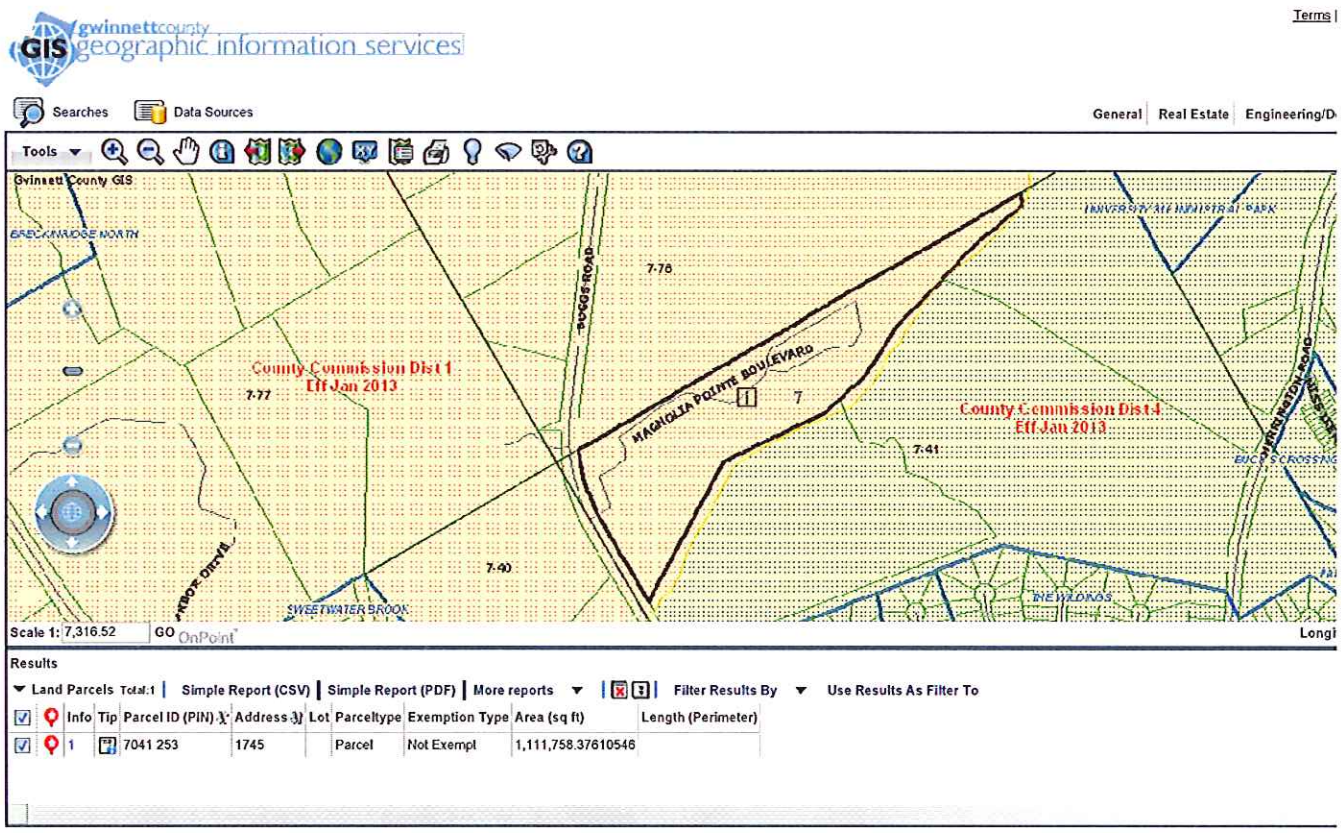
Condemnation Summary

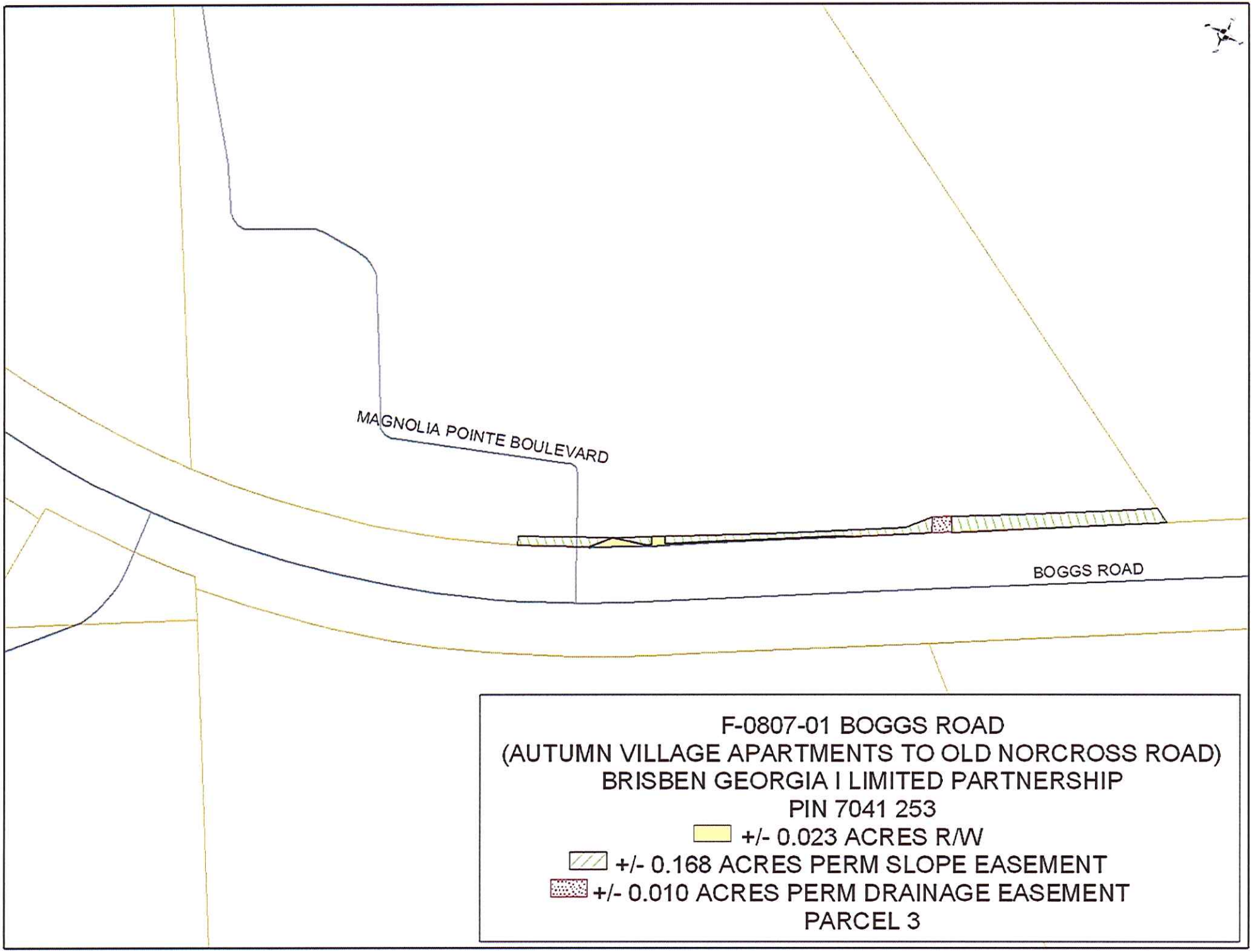
BRISBEN GEORGIA I, LIMITED PARTNERSHIP
Project **F-0807-01**, Gwinnett County
BOGGS ROAD (AUTUMN VILLAGE APARTMENTS TO OLD NORCROSS ROAD)
Parcel **3**

Required Right of Way	(0.023 acres)	$2,497.00
Permanent Easement For Construction and Maintenance of Slopes	(0.168 acres)	$9,118.00
Permanent Easement for Construction and Maintenance of Drainage	(0.010 acres)	$977.00
Site Improvements	(Site Improvements and Landscaping)	$14,691.00
Total		$27,283.00
Rounded		$27,300.00
Counter Offer		$66,338.00

Comments:

The property is an apartment complex known as Magnolia Point and is managed by JRK Property Holdings. The representative, John McKee, provided a commercial landscaping estimate from Brickman Group for $46,000.00 which included some omitted irrigation site improvements and considerable enhancements to establish landscaping. In addition, there is a dispute on multi-family comparable land values.


gwinnettcounty
GIS geographic information services
Terms |
Searches
Data Sources
General | Real Estate | Engineering/D
Tools
Gwinnett County GIS
BRECKINRIDGE NORTH
INVERNESS INDUSTRIAL PARK
BOGGS ROAD
7-78
County Commission Dist 1
Eff Jan 2013
7-77
MAGNOLIA POINTE BOULEVARD
7
County Commission Dist 4
Eff Jan 2013
7-41
ROBERT DRIVE
7-40
SWEETWATER BROOK
NEW LOOKOUT
Scale 1: 7,316.52
GO
OnPoint
Longi
Results
Land Parcels Total:1 | Simple Report (CSV) | Simple Report (PDF) | More reports | Filter Results By | Use Results As Filter To
Info | Tip | Parcel ID (PIN) | Address | Lot | Parceltype | Exemption Type | Area (sq ft) | Length (Perimeter)
1 | 7041 253 | 1745 | | Parcel | Not Exempt | 1,111,758.37610546 |


MAGNOLIA POINTE BOULEVARD
BOGGS ROAD
F-0807-01 BOGGS ROAD
(AUTUMN VILLAGE APARTMENTS TO OLD NORCROSS ROAD)
BRISBEN GEORGIA I LIMITED PARTNERSHIP
PIN 7041 253
+/- 0.023 ACRES R/W
+/- 0.168 ACRES PERM SLOPE EASEMENT
+/- 0.010 ACRES PERM DRAINAGE EASEMENT
PARCEL 3

APPENDIX "A" TO EXHIBIT "A"
RESOLUTION
GWINNETT COUNTY COMMISSION

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct a certain State road or highway as a part of the Gwinnett County Road System of the State of Georgia, known and designated as **Project F0807-01** Gwinnett County, being a project to upgrade and improve **Boggs Road (Autumn Village Apartments to Old Norcross Road)**, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 75 Langley Drive, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

Parcel Number: 3

Required Right of Way: 0.023 acres
Permanent Easement for Construction and Maintenance of Slopes: 0.168 acres
Permanent Easement for Construction and Maintenance of Drainage: 0.010 acres

Owners: Brisben Georgia I, Limited Partnership, SunAmerica Life Insurance Company, and Federal Home Loan Mortgage Corporation

NOW, THEREFORE, it is found by the Board of Commissioners of Gwinnett County that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This ____ day of _____, 2013.

_____
CHARLOTTE J. NASH
CHAIRMAN OF GWINNETT
COUNTY COMMISSION

ATTEST:

_____
CLERK OF GWINNETT COUNTY COMMISSION

Approved as To Form:

_____
Sr. Assistant County Attorney

I, _____, do hereby certify that I am County Clerk/Deputy County Clerk of the Board of Commissioners of Gwinnett County.

I further certify that the foregoing 2 pages constitute a true and correct extract copy of a Resolution of the Board of Commissioners of Gwinnett County, entered on the ____ day of _____, 2013, as the same applies to the tract or parcel of land described in said 2 pages; and the original of said Resolution is on file at the office of County Clerk at the Gwinnett County Justice & Administrative Center, 75 Langley Drive, Lawrenceville, Georgia.

Given under my hand and the seal of Gwinnett County, this _____ day of _____, 2013.

_____
COUNTY CLERK/DEPUTY COUNTY CLERK
GWINNETT COUNTY, GEORGIA

APPENDIX "A"

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130330	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Planning & Development			Date Submitted:	04/08/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	vlharrod			Multiple Depts?	No
Budget Type:	Neither			Special Routing:	
Agenda Type	Approval	Rezoning Type	CaseSNC		

Item of Business: Locked by Purchasing: No

2013-00001 Applicant: Brand Properties, LLC. Street Name Change from Tech Center Drive to Ballpark Lane. District 7, Land Lot 132 & 147. District 1/Brooks

Attachments	Justification Memorandum, Street Name Change Application, Petition and Location Maps

Authorization: Chairman's Signature? No

Staff Recommendation	
Department Head	bjlackey (4/17/2013)
Attorney	tacox (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	ajbovos (4/19/2013)

Finance Comments	* No budget impact.

County Clerk Use Only

PH was Held? ☐

Working Session:

Action: New Item

Tabled:

Motion:

2nd by:

Vote:

Department of Planning and Development

446 West Crogan Street • Lawrenceville, GA 30046-2440
(tel) 678.518.6000
www.gwinnettcounty.com

gwinnettcounty

Memorandum

To: Chairman, Charlotte Nash
Commissioner Jace Brooks, District 1
Commissioner Lynette Howard, District 2
Commissioner Tommy Hunter, District 3
Commissioner John Heard, District 4

From: Bryan Lackey
Department Director

Date: April 17, 2013

Re: Street Name Change Requests

The Department has received two separate applications requesting a street name change. Each of these requests will be included on the Board's May 7th agenda as administrative items.

The first request is to rename a street near Coolray Field currently named Tech Center Drive to Ballpark Lane. All of the property owners along this road have given their consent to this renaming. Additionally, the E-911 Center and the Department of Transportation have reviewed this request and found no conflicts.

The second request is to rename Legacy Parkway to Primerica Parkway. As with the first case, all of the property owners have given their consent, and the E-911 Center and the Department of Transportation found no conflicts in their review.

Additional information on these two requests can be found in your agenda packets for May 7th. I will be happy to answer any of your questions regarding these two street name change applications.

SNC 2013-00001

STREET NAME CHANGE APPLICATION

Existing Name of Road: Tech Center Drive

Proposed Name of Road: Ballpark Lane

Beginning at (cross street): Rock Springs Road

Ending at (cross street): Braves Avenue

Reason for Change: Desire to integrate surrounding surface transportation system with Gwinnett Braves stadium infrastructure

Is this street in a subdivision? Yes If yes, subdivision name: Technology Center of Georgia

Applicant's Name: Brand Properties, LLC c/o Mahaffey Pickens Tucker, LLP

Address: 1550 North Brown Road, Suite 125, Lawrenceville, Georgia 30043

Telephone: (770) 232-0000

Note: The applicant is responsible for revising recorded development plats, including any associated fees. The applicant is also responsible for the cost of new street name signs that will replace existing street name signs.

Petition Requirement: A Street Name Change Application must be accompanied by a petition that has been circulated among affected property owners. The petition should contain names, addresses, and signatures of all affected property owners. An affected property owner is one who owns an interest in property contiguous to the street. An example of the required petition is attached for applicant use.

At least 51% of the affected property owners, as determined by Gwinnett County Development Review, must sign the petition in order to initiate the street name change process. Applications submitted with a petition that contains signatures from less than 51% of the affected property owners will have the application, petition and a list of affected property owners returned to the applicant.

Return completed application and petition of property owners to: Gwinnett County Planning and Development, Development Plan Review, 446 West Crogan Street, Ste 150, Lawrenceville, Georgia 30046-2440, phone 678-518-6010, Attn: Development Review Addressing

Petition of Property Owners to Accompany Street Name Change Application

An application is being submitted to request that Technology Center Drive (existing street) be changed to Ballpark Lane (proposed name) between Rock Springs Road (cross street) and Braves Avenue (cross street).

The street name change application is being submitted by Brand Properties, LLC c/o Mahaffey Pickens Tucker, LLP (Applicant).

Note: A street name change may also result in address changes. The applicant is responsible for the cost of revising recorded development plats and the cost of installation of new street name signs. Each individual property owner would be responsible for any costs associated with changes in drivers license information, stationary, personal or business checks, home or mailbox numbers or other personal documents related to a street name or address change.

I am in favor of the proposed street name change.

Printed Name	*Address*	*Day Phone*	*Signature*	*Date*
Brand-PH6, LLC	2430 Tech Center Parkway Lawrenceville, GA 30043 Tax Parcel # 7-147-005A	(770) 963-9223		1/25/13
First Covenant Bank	Rock Springs Road Lawrenceville, GA 30043 Tax Parcel # 7-147-193	(706) 335-8200	x	2/11/13
	Buford Drive Lawrenceville, GA 30043 Tax Parcel # 7-147-006		x	2/11/13
	2632 Tech Center Parkway Lawrenceville, GA 30043 Tax Parcel # 7-132-003		x	2/11/13
The Village at Gwinnett Stadium, LLC	Highway 20 Lawrenceville, GA 30043 Tax Parcel # 7-132-024	(770) 963-9223		1/25/13
Executive Management Group, Inc.	2435 Tech Center Parkway Lawrenceville, GA 30043 Tax Parcel # 7-132-041	(770) 623-9143		

Return completed application and petition of property owners to: Gwinnett County Planning and Development, Development Plan Review, 446 West Crogan Street, Ste 150, Lawrenceville, Georgia 30046-2440, Phone 678-518-6010, Attn: Development Review Addressing

SUMMARY OF PROCEDURE FOR STREET NAME CHANGES

When a street name change is requested by:

Petition of Property Owners to Accompany Street Name Change Application

An application is being submitted to request that Technology Center Drive (existing street) be changed to Ballpark Lane (proposed name) between Rock Springs Road (cross street) and Braves Avenue (cross street).

The street name change application is being submitted by Brand Properties, LLC c/o Mahaffey Pickens Tucker, LLP (Applicant).

Note: A street name change may also result in address changes. The applicant is responsible for the cost of revising recorded development plats and the cost of installation of new street name signs. Each individual property owner would be responsible for any costs associated with changes in drivers license information, stationary, personal or business checks, home or mailbox numbers or other personal documents related to a street name or address change.

I am in favor of the proposed street name change.

Printed Name	*Address*	*Day Phone*	*Signature*	*Date*
Brand-PH6, LLC	2430 Tech Center Parkway Lawrenceville, GA 30043 Tax Parcel # 7-147-005A	(770) 963-9223		1/27/13
First Covenant Bank	Rock Springs Road Lawrenceville, GA 30043 Tax Parcel # 7-147-193	(706) 335-8200		
	Buford Drive Lawrenceville, GA 30043 Tax Parcel # 7-147-006			
	2632 Tech Center Parkway Lawrenceville, GA 30043 Tax Parcel # 7-132-003			
The Village at Gwinnett Stadium, LLC	Highway 20 Lawrenceville, GA 30043 Tax Parcel # 7-132-024	(770) 963-9223		1/27/13
Executive Management Group, Inc.	2435 Tech Center Parkway Lawrenceville, GA 30043 Tax Parcel # 7-132-041	(770) 623-9143		1/29/13

Return completed application and petition of property owners to: Gwinnett County Planning and Development, Development Plan Review, 446 West Crogan Street, Ste 150, Lawrenceville, Georgia 30046-2440, Phone 678-518-6010, Attn: Development Review Addressing

SUMMARY OF PROCEDURE FOR STREET NAME CHANGES

When a street name change is requested by:

Cook, Sharon

From: Whitlock, Harold
Sent: Wednesday, February 20, 2013 11:48 AM
To: Cook, Sharon
Subject: RE: Street name Change

Sharon,
I will approve the name change from Tech Center Drive to Ballpark Lane. I see no conflicts with any other street name.
Tom

From: Cook, Sharon
Sent: Wednesday, February 20, 2013 11:42 AM
To: Bennett, Carrie; Whitlock, Harold; Tabb, Melanie
Subject: Street name Change

Hi,

I have an application for street name change. The location is Tech Center Drive. They are proposing to change the name of Tech Center Drive to Ballpark Lane. The location of the road is between Rocksprings road and Tech Center Parkway. Ballpark Lane is available to use. Please sent me you response for approval, denial, or any question you may have for this name change. All seven properties that are affected have signed the petition to change the name. As of this time no addresses have been issued on this road.

Attached is a snap shot to the proposed street name change.

Sharon

Sharon Cook

Planner I
Gwinnett County Department of
Planning and Development,
Development Plan Review
446 West Crogan Street, Ste 150
Lawrenceville, GA 30046-2440
678-518-6017 (phone) 678-518-6240 (fax)
sharon.cook@gwinnettcounty.com

Your feedback is appreciated.
http://www.gwinnettcounty.com/portal/gwinnett/Departments/PlanningandDevelopment/CustomerServiceSurvey

NOTE: *Email is provided to employees for the administrative needs of the county. Email correspondence to/from a county email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.*

Cook, Sharon

From: Bennett, Carrie
Sent: Wednesday, February 20, 2013 12:42 PM
To: Cook, Sharon; Whitlock, Harold; Tabb, Melanie
Subject: RE: Street name Change

Since no addresses have been previously assigned I have no issue with the change to reflect Ballpark Lane.

Carrie Bennett
Communications Manager
E-911 Center
Gwinnett County Police Department
Office (770)513-5767
carrie.bennett@gwinnettcounty.com

"NOTE: Email is provided to employees for the administrative needs of the county. Email correspondence to/from a county email account is considered public information and subject to release under Georgia laws or pursuant to subpoena."

From: Cook, Sharon
Sent: Wednesday, February 20, 2013 11:42 AM
To: Bennett, Carrie; Whitlock, Harold; Tabb, Melanie
Subject: Street name Change

Hi,

I have an application for street name change. The location is Tech Center Drive. They are proposing to change the name of Tech Center Drive to Ballpark Lane. The location of the road is between Rocksprings road and Tech Center Parkway. Ballpark Lane is available to use. Please sent me you response for approval, denial, or any question you may have for this name change. All seven properties that are affected have signed the petition to change the name. As of this time no addresses have been issued on this road.

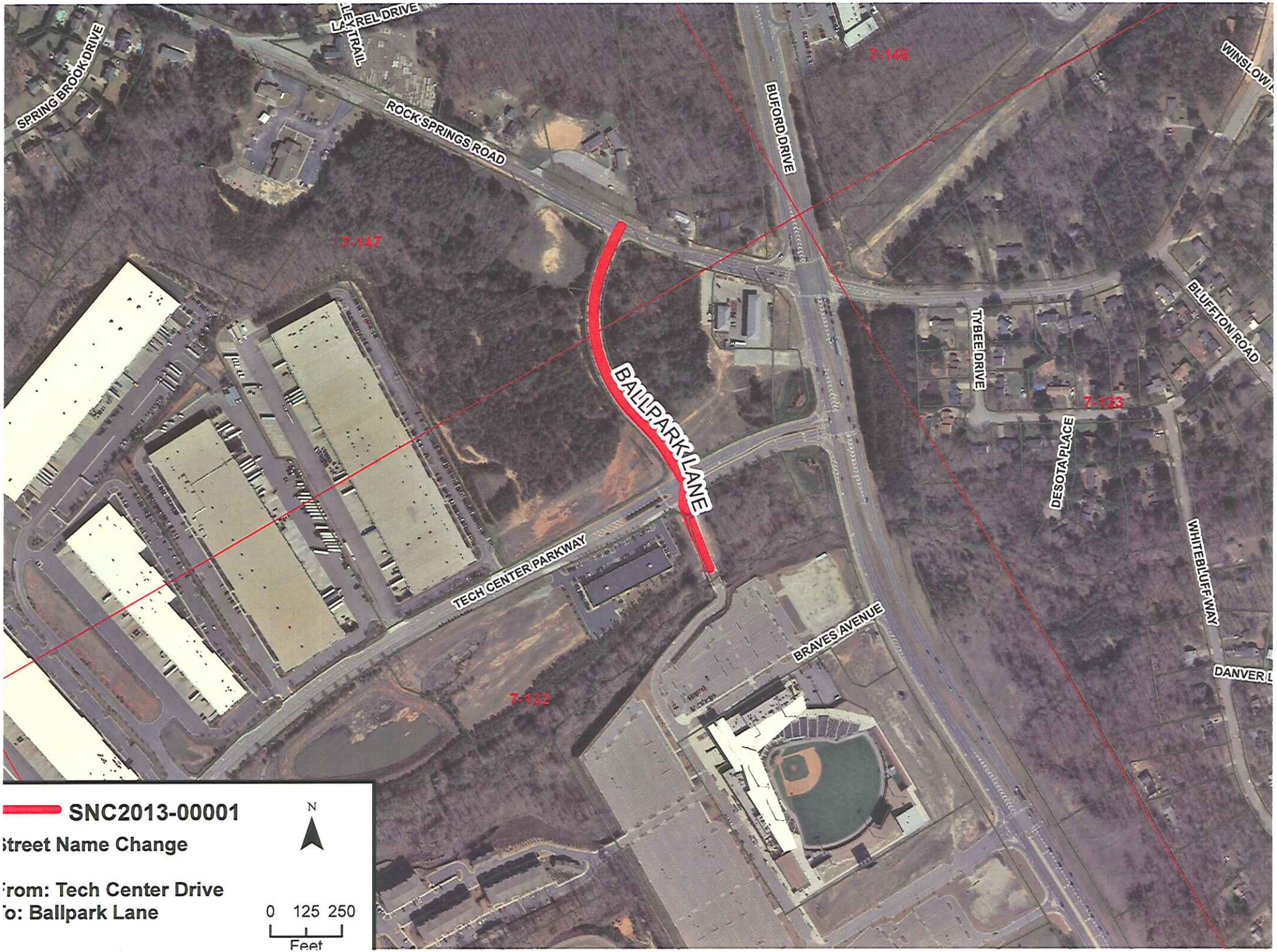
Attached is a snap shot to the proposed street name change.

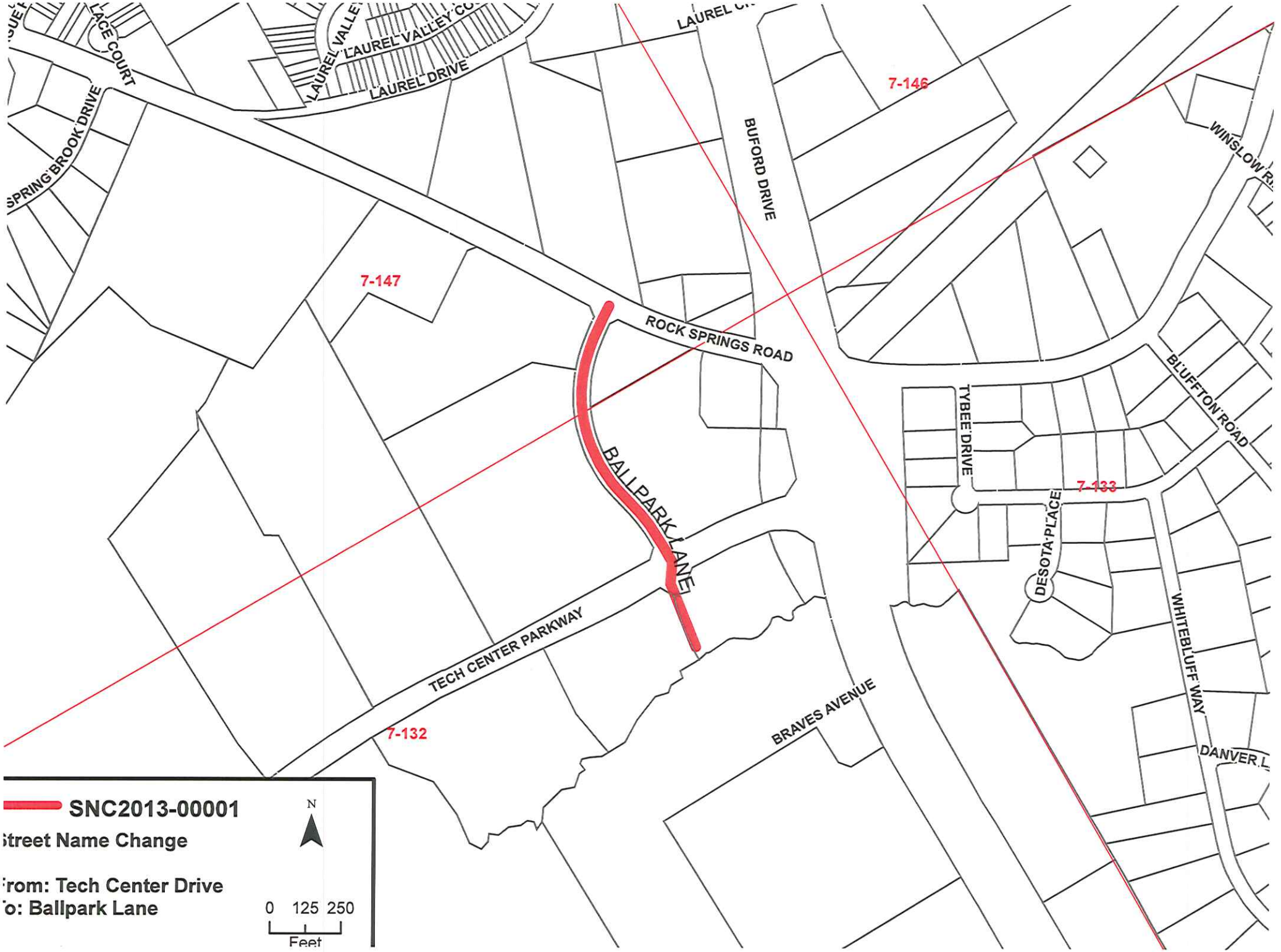
Sharon

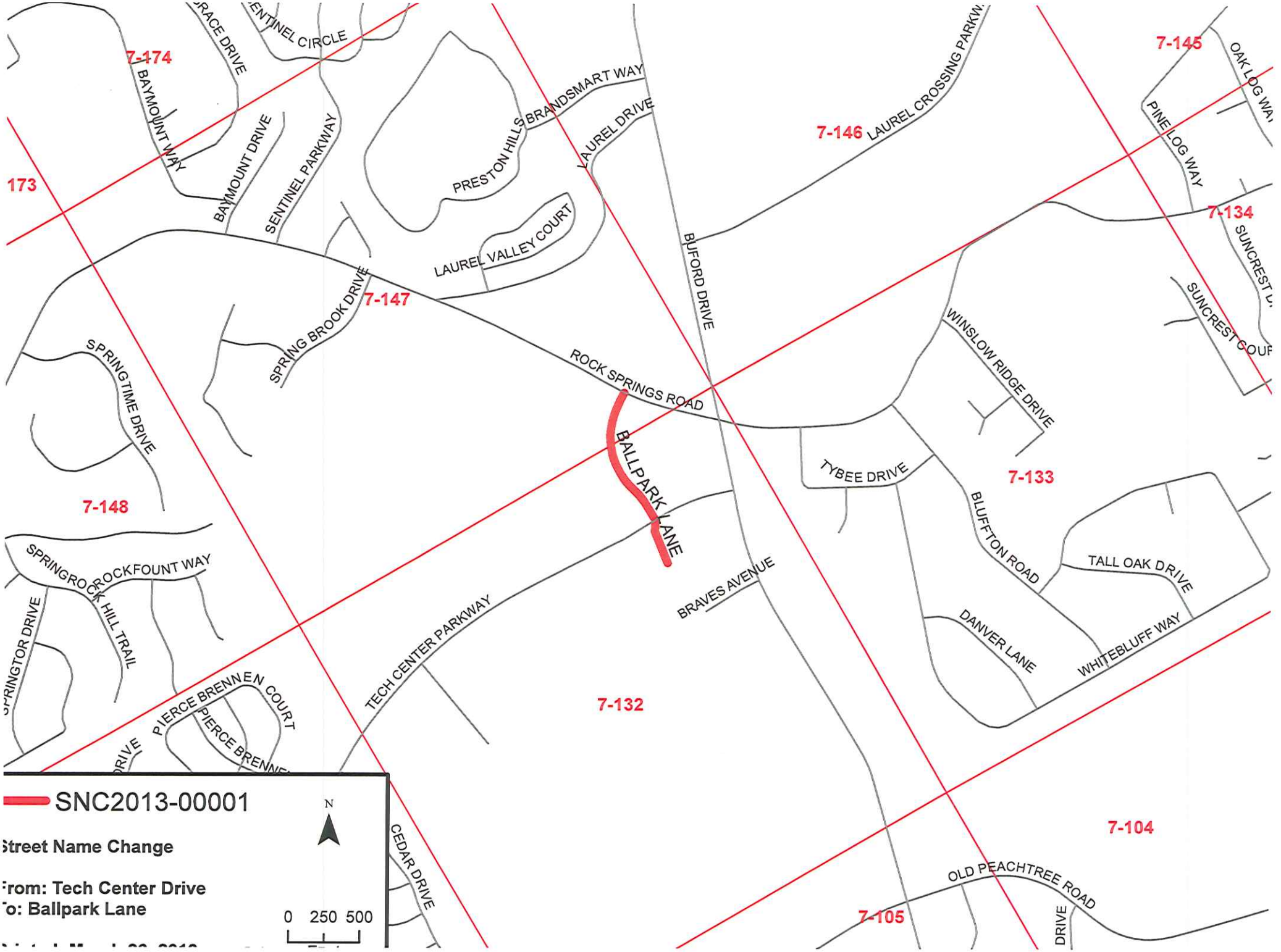
Sharon Cook
Planner I
Gwinnett County Department of
Planning and Development,
Development Plan Review
446 West Crogan Street, Ste 150
Lawrenceville, GA 30046-2440
678-518-6017 (phone) 678-518-6240 (fax)
sharon.cook@gwinnettcounty.com

Your feedback is appreciated.
http://www.gwinnettcounty.com/portal/gwinnett/Departments/PlanningandDevelopment/CustomerServiceSurvey

NOTE: *Email is provided to employees for the administrative needs of the county. Email correspondence to/from a county email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.*


SPRING BROOK DRIVE
LAUREL TRAIL
ROCK SPRINGS ROAD
BUFORD DRIVE
WINSLOW
BLUFFTON ROAD
TYBEE DRIVE
DESOTA PLACE
WHITEBLUFF WAY
DANVER
BALLPARK LANE
TECH CENTER PARKWAY
BRAVES AVENUE
7-146
7-147
7-133
7-132
SNC2013-00001
Street Name Change
From: Tech Center Drive
To: Ballpark Lane
N
0 125 250
Feet


LACE COURT
LAUREL VALLEY
LAUREL DRIVE
SPRING BROOK DRIVE
BUFORD DRIVE
7-146
7-147
ROCK SPRINGS ROAD
BALLPARK LANE
TECH CENTER PARKWAY
7-132
BRAVES AVENUE
TYBEE DRIVE
BLUFFTON ROAD
7-133
DESOTA PLACE
WHITEBLUFF WAY
SNC2013-00001
Street Name Change
From: Tech Center Drive
To: Ballpark Lane
N
0 125 250
Feet


7-174
7-173
7-147
7-148
7-146
7-145
7-134
7-133
7-132
7-104
7-105
BAYMOUNT WAY
BAYMOUNT DRIVE
SENTINEL CIRCLE
SENTINEL PARKWAY
PRESTON HILLS
BRANDSMART WAY
LAUREL DRIVE
LAUREL VALLEY COURT
LAUREL CROSSING PARKWAY
BUFORD DRIVE
PINE LOG WAY
SPRING BROOK DRIVE
SPRINGTIME DRIVE
ROCK SPRINGS ROAD
BALLPARK LANE
WINSLOW RIDGE DRIVE
TYBEE DRIVE
BLUFFTON ROAD
TALL OAK DRIVE
DANVER LANE
WHITEBLUFF WAY
SPRINGROCK HILL TRAIL
PIERCE BRENNEN COURT
TECH CENTER PARKWAY
BRAVES AVENUE
CEDAR DRIVE
OLD PEACHTREE ROAD
SNC2013-00001
Street Name Change
From: Tech Center Drive
To: Ballpark Lane
N
0 250 500

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130331	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Planning & Development			Date Submitted:	04/08/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	vlharrod			Multiple Depts?	No
Budget Type:	Neither			Special Routing:	
Agenda Type	Approval	Rezoning Type	CaseSNC		

Item of Business: Locked by Purchasing: No

2013-00002 Applicant: Duke Realty. Street Name Change from Legacy Parkway to Primerica Parkway. District 7, Land Lot 116. District 1/Brooks

Attachments	Justification Memorandum, Street Name Change Application, Petition and Location Maps

Authorization: Chairman's Signature? No

Staff Recommendation	
Department Head	bjlackey (4/17/2013)
Attorney	tacox (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	ajbovos (4/19/2013)

Finance Comments	* No budget impact.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Planning and Development

446 West Crogan Street • Lawrenceville, GA 30046-2440
(tel) 678.518.6000
www.gwinnettcounty.com

gwinnettcounty

Memorandum

To: Chairman, Charlotte Nash
Commissioner Jace Brooks, District 1
Commissioner Lynette Howard, District 2
Commissioner Tommy Hunter, District 3
Commissioner John Heard, District 4

From: Bryan Lackey
Department Director

Date: April 17, 2013

Re: Street Name Change Requests

The Department has received two separate applications requesting a street name change. Each of these requests will be included on the Board's May 7th agenda as administrative items.

The first request is to rename a street near Coolray Field currently named Tech Center Drive to Ballpark Lane. All of the property owners along this road have given their consent to this renaming. Additionally, the E-911 Center and the Department of Transportation have reviewed this request and found no conflicts.

The second request is to rename Legacy Parkway to Primerica Parkway. As with the first case, all of the property owners have given their consent, and the E-911 Center and the Department of Transportation found no conflicts in their review.

Additional information on these two requests can be found in your agenda packets for May 7th. I will be happy to answer any of your questions regarding these two street name change applications.

SNC 2013-00002

STREET NAME CHANGE APPLICATION

Existing Name of Road: **Legacy Parkway**

Proposed Name of Road: **Primerica Parkway**

Beginning at (cross street): **State Route 120**

Ending at (cross street): **Meadow Church Road**

Reason for Change: **New HQ for Primerica**

Is this street in a subdivision? **No** If yes, subdivision name: **New subdivision/final plat to be filed next month**

Applicant's Name: **Duke Realty**

Address: **3715 Davinci Court, Suite 300, Peachtree Corners, Ga. 30092**

Telephone: **(770) 638-2554**

Note: The applicant is responsible for revising recorded development plats, including any associated fees. The applicant is also responsible for the cost of new street name signs that will replace existing street name signs.

Petition Requirement: A Street Name Change Application must be accompanied by a petition that has been circulated among affected property owners. The petition should contain names, addresses, and signatures of all affected property owners. An affected property owner is one who owns an interest in property contiguous to the street. An example of the required petition is attached for applicant use.

At least 51% of the affected property owners, as determined by Gwinnett County Development Review, must sign the petition in order to initiate the street name change process. Applications submitted with a petition that contains signatures from less than 51% of the affected property owners will have the application, petition and a list of affected property owners returned to the applicant.

Return completed application and petition of property owners to: Gwinnett County Development Review Services, 446 West Crogan Street, Lawrenceville, Georgia 30045, phone 678-518-6000, Attn: Development Review

Petition of Property Owners to Accompany Street Name Change Application

An application is being submitted to request that **Legacy Parkway** be changed to
(existing street)

Primerica Parkway between **S.R. 120** and **Meadow Church Road**
(proposed name)

The street name change application is being submitted by **Duke Realty**
(Applicant)

Note: A street name change may also result in address changes. The applicant is responsible for the cost of revising recorded development plats and the cost of installation of new street name signs. Each individual property owner would be responsible for any costs associated with changes in drivers license information, stationary, personal or business checks, home or mailbox numbers or other personal documents related to a street name or address change.

I am in favor of the proposed street name change.

Printed Name	*Address*	*Day Phone*	*Signature*	*Date*
Duke Realty	3715 Davici Court	(770) 638-2554	Michael G Prochaska MICHAEL PROCHASKA	3.8.13
Primerica	3120 Breckenridge Blvd.	(770) 564-6125	Misty Sutton MISTY SUTTON	3/8/2013

Return completed application and petition of property owners to: Gwinnett County Development Review Services, 446 West Crogan Street, Lawrenceville, Georgia 30045, Phone 678-518-6000, Attn: Sonya Isaac

Cook, Sharon

From: Bennett, Carrie
Sent: Friday, March 08, 2013 4:52 PM
To: Cook, Sharon
Subject: Re: Street Name Change

911 approves the name change.

From: Cook, Sharon
Sent: Friday, March 08, 2013 04:43 PM
To: Bennett, Carrie; Whitlock, Harold
Cc: Cook, Sharon
Subject: Street Name Change

Hello,

I have another Street name change. This request is for the Primerica site, there was already right-of-way dedicated few years back with the name of Legacy Parkway that development didn't pan out and now Primerica is on this site and would like to change the name of the section of the road to Primerica Parkway to match the rest of the road At this time all new road are private streets with a possible of them being dedicated at a future time.

There are no addresses off this section of the road. All property owners have signed the petition. Please send your approval, denial or anything else you might need.

Thank you,

Sharon

Sharon Cook
Planner I
Gwinnett County Department of
Planning and Development,
Development Plan Review
446 West Crogan Street, Ste 150
Lawrenceville, GA 30046-2440
678-518-6017 (phone) 678-518-6240 (fax)
sharon.cook@gwinnettcounty.com

Your feedback is appreciated.
http://www.gwinnettcounty.com/portal/gwinnett/Departments/PlanningandDevelopment/CustomerServiceSurvey

NOTE: *Email is provided to employees for the administrative needs of the county. Email correspondence to/from a county email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.*

Cook, Sharon

From: Whitlock, Harold
Sent: Thursday, March 14, 2013 3:29 PM
To: Cook, Sharon
Subject: RE: Street Name Change

Sharon,
No objection to the name change.
Tom W.

From: Cook, Sharon
Sent: Thursday, March 14, 2013 3:23 PM
To: Whitlock, Harold
Subject: FW: Street Name Change

Tom,

Do you have an objection to this name change?

Sharon

Sharon Cook
Planner I
Development Review
678-518-6017 (phone)
sharon.cook@gwinnettcounty.com

Your feedback is appreciated.
http://www.gwinnettcounty.com/portal/gwinnett/Departments/PlanningandDevelopment/CustomerServiceSurvey

NOTE: Email is provided to employees for the administrative needs of the county. Email correspondence to/from a county email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.

From: Cook, Sharon
Sent: Friday, March 08, 2013 4:43 PM
To: Bennett, Carrie; Whitlock, Harold
Cc: Cook, Sharon
Subject: Street Name Change

Hello,

I have another Street name change. This request is for the Primerica site, there was already right-of-way dedicated few years back with the name of Legacy Parkway that development didn't pan out and now Primerica is on this site and would like to change the name of the section of the road to Primerica Parkway to match the rest of the road At this time all new road are private streets with a possible of them being dedicated at a future time.

There are no addresses off this section of the road. All property owners have signed the petition. Please send your approval, denial or anything else you might need.

Thank you,

Sharon

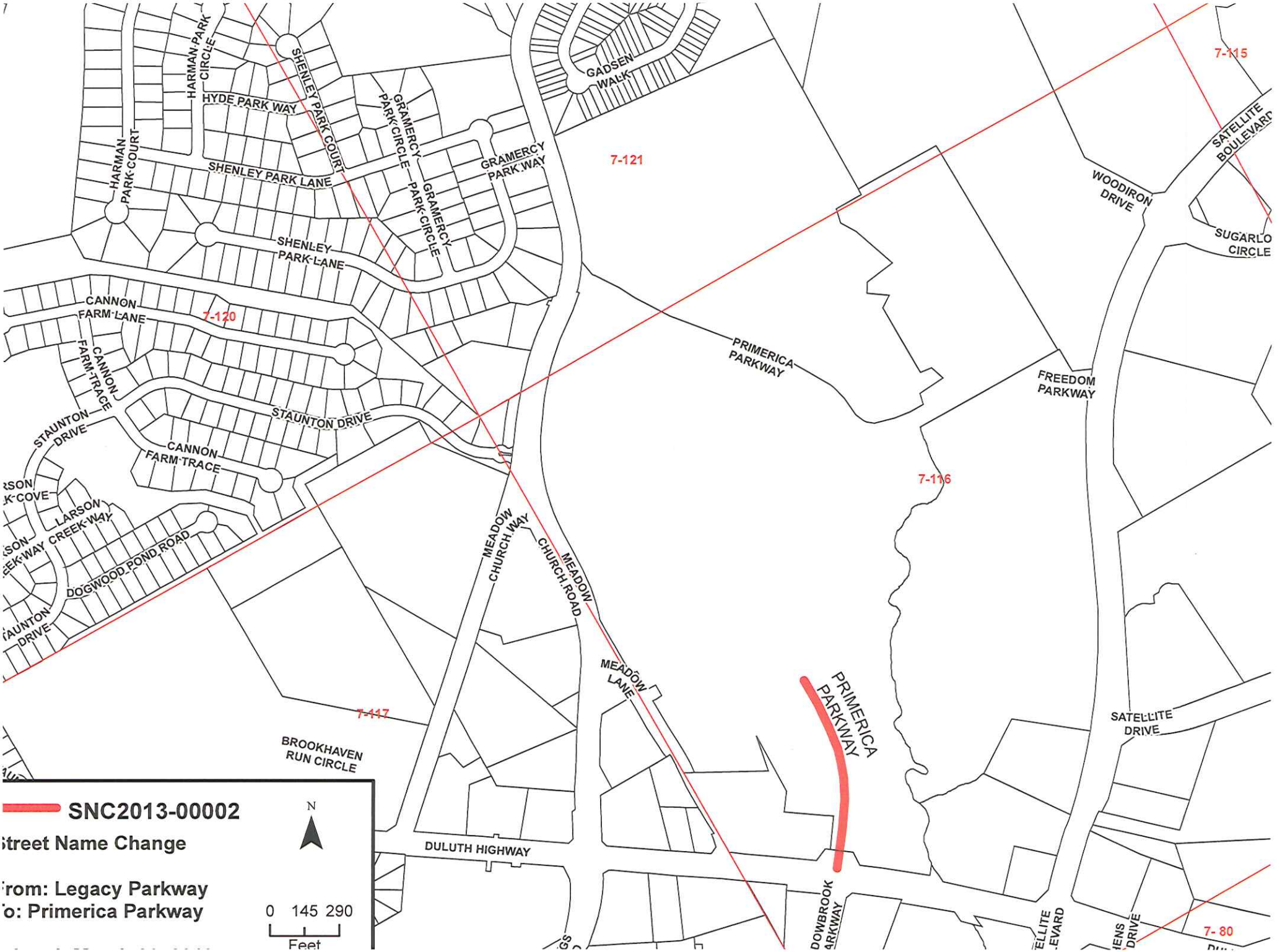
Sharon Cook

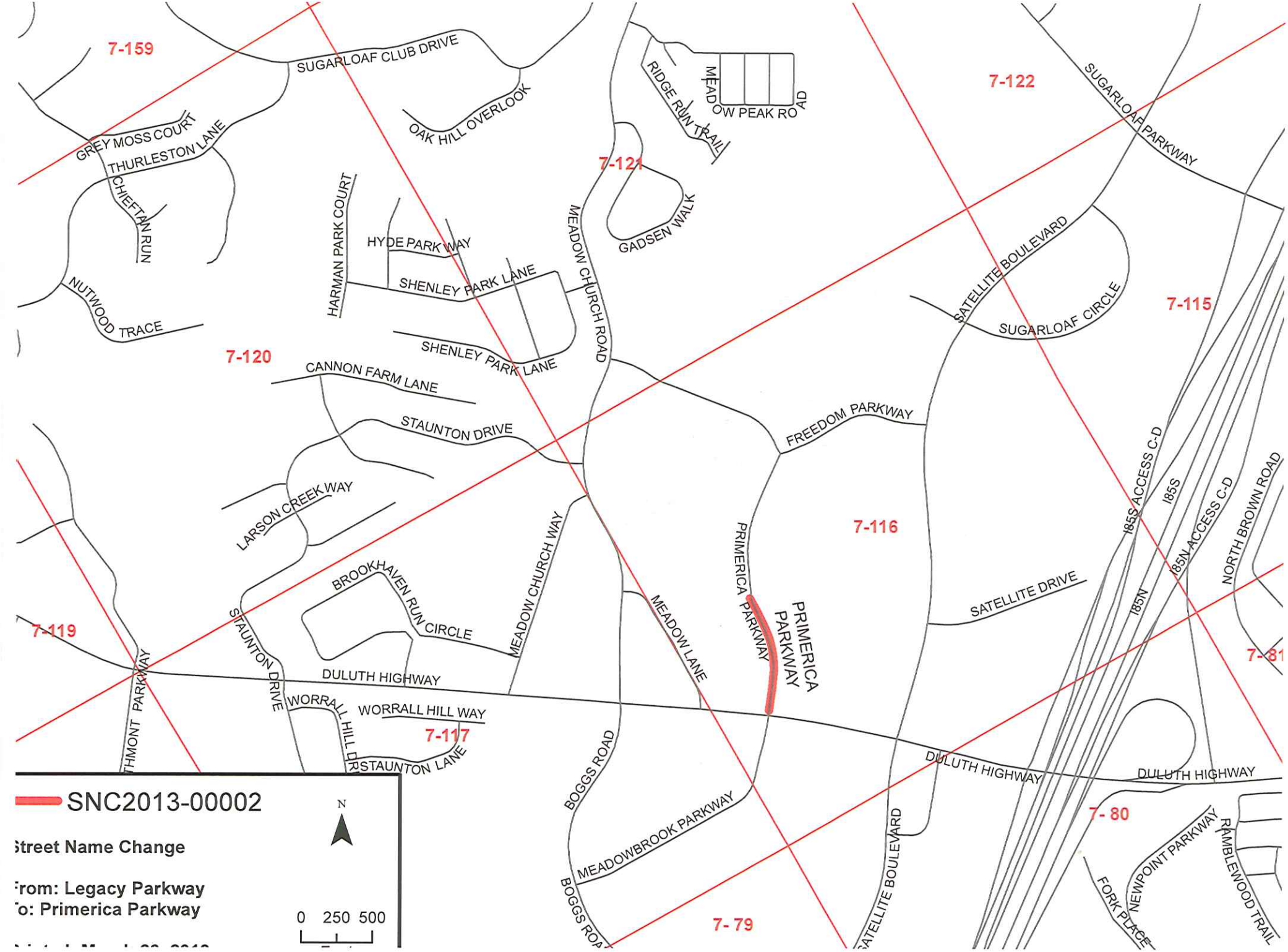
Planner I
Gwinnett County Department of
Planning and Development,
Development Plan Review
446 West Crogan Street, Ste 150
Lawrenceville, GA 30046-2440
678-518-6017 (phone) 678-518-6240 (fax)
sharon.cook@gwinnettcounty.com

Your feedback is appreciated.
http://www.gwinnettcounty.com/portal/gwinnett/Departments/PlanningandDevelopment/CustomerServiceSurvey

NOTE: *Email is provided to employees for the administrative needs of the county. Email correspondence to/from a county email account is considered public information and subject to release under Georgia laws or pursuant to subpoena.*

SHENLEY PARK LANE
SHENLEY PARK CIRCLE
CANNON FARM LANE
CANNON FARM TRACE
STAUNTON DRIVE
CANNON FARM TRACE
DOGWOOD POND ROAD
BROOKHAVEN RUN CIRCLE
BROOKHAVEN RUN CIRCLE
MEADOW CHURCH WAY
MEADOW CHURCH ROAD
MEADOW LANE
PRIMERICA PARKWAY
FREEDOM PARKWAY
SATELLITE BOULEVARD
DULUTH HIGHWAY
7-121
7-120
7-116
7-117
SNC2013-00002
Street Name Change
From: Legacy Parkway
To: Primerica Parkway
N
0 125 250
Feet


SNC2013-00002
Street Name Change
From: Legacy Parkway
To: Primerica Parkway
N
0 145 290
Feet
HARMAN PARK CIRCLE
HYDE PARK WAY
SHENLEY PARK COURT
GRAMERCY PARK CIRCLE
GADSEN WALK
HARMAN PARK COURT
SHENLEY PARK LANE
GRAMERCY PARK WAY
SHENLEY PARK LANE
CANNON FARM LANE
CANNON FARM TRACE
STAUNTON DRIVE
LARSON CREEK WAY
DOGWOOD POND ROAD
MEADOW CHURCH WAY
MEADOW CHURCH ROAD
MEADOW LANE
BROOKHAVEN RUN CIRCLE
DULUTH HIGHWAY
PRIMERICA PARKWAY
FREEDOM PARKWAY
WOODIRON DRIVE
SATELLITE BOULEVARD
SUGARLO CIRCLE
SATELLITE DRIVE
7-115
7-121
7-120
7-116
7-117
7-80


7-159
SUGARLOAF CLUB DRIVE
GREY MOSS COURT
THURLESTON LANE
CHIEFTAN RUN
OAK HILL OVERLOOK
RIDGE RUN TRAIL
MEADOW PEAK ROAD
7-122
SUGARLOAF PARKWAY
7-121
GADSEN WALK
HARMAN PARK COURT
HYDE PARK WAY
SHENLEY PARK LANE
MEADOW CHURCH ROAD
NUTWOOD TRACE
SATELLITE BOULEVARD
SUGARLOAF CIRCLE
7-115
7-120
SHENLEY PARK LANE
CANNON FARM LANE
STAUNTON DRIVE
FREEDOM PARKWAY
LARSON CREEK WAY
7-116
PRIMERICA PARKWAY
I85S ACCESS C-D
I85S
I85N ACCESS C-D
NORTH BROWN ROAD
BROOKHAVEN RUN CIRCLE
MEADOW CHURCH WAY
MEADOW LANE
SATELLITE DRIVE
I85N
7-119
7-81
STAUNTON DRIVE
DULUTH HIGHWAY
WORRALL HILL WAY
WORRALL HILL DR
7-117
STAUNTON LANE
BOGGS ROAD
DULUTH HIGHWAY
DULUTH HIGHWAY
MEADOWBROOK PARKWAY
7- 80
NEWPOINT PARKWAY
RAMBLEWOOD TRAIL
FORK PLACE
BOGGS ROAD
7- 79
SATELLITE BOULEVARD
SNC2013-00002
Street Name Change
From: Legacy Parkway
To: Primerica Parkway
N
0 250 500

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130237	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Police Services			Date Submitted:	02/22/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	mbsmith			Multiple Depts?	No
Budget Type:	Neither			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute a Memorandum of Understanding (MOU) with the Georgia State Patrol (GSP). This MOU serves to clarify and solidify the respective roles of GSP and Gwinnett County Police with regards to incidents and crash investigations within Gwinnett County and to establish a sublease of 1645 Pleasant Hill Road, Duluth, Georgia. Subject to review and approval by the Law Department.

Attachments	Justification Letter, Memorandum of Understanding.
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approval
Department Head	jamartin (2/25/2013)
Attorney	trwilliams (2/25/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	ajbovos (2/25/2013)

Finance Comments	* No budget impact.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

GWINNETT COUNTY POLICE DEPARTMENT

770 HI-HOPE ROAD • LAWRENCEVILLE, GA 30043 • P.O. BOX 602 • LAWRENCEVILLE, GA 30046
(770) 513-5000

TO: Gwinnett County Board of Commissioners

FROM: Charles M. Walters
Chief of Police

DATE: February 22, 2013

Subject: Justification Letter – Memorandum of Understanding (MOU) with Georgia State Patrol (GSP)

Approval/Authorization to enter into a Memorandum of Understanding (MOU) with the Georgia State Patrol (GSP). This MOU serves to clarify and solidify the respective roles of GSP and Gwinnett County Police with regards to incidents and crash investigations with Gwinnett County and to establish a sublease of 1645 Pleasant Hill Road, Duluth, Georgia.

Should you have any questions about the Memorandum of Understanding or the sublease, please contact Marcia Smith, Projects/Grants Manager at 770-513-5206.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
GEORGIA DEPARTMENT OF PUBLIC SAFETY
AND
GWINNETT COUNTY, GEORGIA

This Intergovernmental Agreement is entered into by and between the Georgia Department of Public Safety (herein after referred to as "Georgia DPS") and Gwinnett County, Georgia, (hereinafter referred to as "Gwinnett County"), on the _____ day of April, 2013.

WHEREAS, the Georgia State Patrol is a Division of the Georgia DPS and, pursuant to O.C.G.A. § 35-2-32(b), the Georgia State Patrol's primary duty is to patrol the public roads and highways of this state, including interstate and state maintained highways, and to safeguard the lives and property of the public; and

WHEREAS, crash investigation and traffic enforcement are also part of the Georgia State Patrol's primary duty; and

WHEREAS, pursuant to O.C.G.A. § 35-2-32(a), the Georgia State Patrol has statewide jurisdiction; and

WHEREAS, the Gwinnett County Police Department is a law enforcement agency located within Gwinnett County, Georgia; and

WHEREAS, the Gwinnett County Police Department has adopted a community oriented philosophy with three major priorities: (1) 911 response, (2) maintenance of public order, and (3) investigation of crimes occurring in Gwinnett County; and

WHEREAS, the mission of the Gwinnett County Police Department is to reduce crime and promote the quality of life, in partnership with the community; and

WHEREAS, it is in the best interests of the Georgia State Patrol and the Gwinnett County Police Department and the citizens they serve for the parties to cooperate in fulfilling their respective duties and missions; and

WHEREAS, Gwinnett County presently leases certain real property and facilities located at 1645 Pleasant Hill Road in Duluth, GA, (the "Property") that it desires to make available for the use of the Georgia State Patrol as a Post Headquarters; and

WHEREAS, Gwinnett County presently owns and maintains an 800 Megahertz (MHz) Radio System ("System") and associated licenses that it desires to make available to the Georgia State Patrol for the purposes of public safety communications, primarily within the geographical boundaries of Gwinnett County, Georgia; and

WHEREAS, in consideration for the use of the Property and the System, the Georgia State Patrol desires to accept primary responsibility for all incidents and crash investigations on those sections of Interstate 85 and Interstate 985 located within Gwinnett County; and

WHEREAS, the Commissioner of Public Safety is the chief executive officer of the Georgia DPS and is authorized to take such action as necessary to ensure the administration and execution of the functions and responsibilities of the Georgia DPS.

NOW THEREFORE, for and in consideration of the mutual benefits to be realized from the obligations hereinafter set forth, the Georgia Department of Public Safety and Gwinnett County, Georgia mutually agree as follows:

1. Purpose. This Intergovernmental Agreement serves to provide the terms and conditions governing the use of the Property and the System by the Georgia State Patrol, as well as the respective roles of the Georgia State Patrol and Gwinnett County with regard to incidents and crash investigations on the sections of Interstate 85 and Interstate 985, including entrance and exit ramps, located within Gwinnett County.

2. Sub-Lease of the Property. Gwinnett County presently leases from RW Management, Ltd. the Property, which includes 2,535 gross leasable square feet known as Space #B, located at 1645 Pleasant Hill Road in Duluth, GA. The terms of the Lease Agreement between Gwinnett County and RW Management, Ltd. dated the ____day of _____, 2013, are hereby incorporated herein by this reference. Gwinnett County agrees to sub-lease the Property to Georgia DPS and Georgia DPS agrees to sub-lease the Property from Gwinnett County, pursuant to the terms and conditions set forth in the Sub-Lease Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

3. 800 Megahertz (MHz) Radio System. Gwinnett County agrees to make the System available to the Georgia State Patrol for the purposes of public safety communications, primarily within the geographical boundaries of Gwinnett County, Georgia, subject to the following:

(a) Georgia DPS shall purchase and install any and all radio equipment necessary for the Georgia State Patrol to utilize the System. All such radio equipment shall be approved in advance by Gwinnett County and the manufacturer of the System as being one-hundred percent (100%) compatible with the System.

(b) Georgia DPS shall provide one hundred-twenty (120) days advanced notice to Gwinnett County regarding the number of radio devices that they will add to the System.

(c) Georgia DPS shall cover and maintain all hardware devices under a service and maintenance agreement from the original manufacturer during the time in which said hardware is being used on the System.

(d) Georgia DPS agrees to utilize only the talk groups designated by Gwinnett County for the Georgia State Patrol use and to utilize the System in accordance with the procedures and guidelines provided by Gwinnett County, including all rules and regulations of the Federal Communications Commission, and any other applicable federal, state or local laws.

(e) Georgia DPS agrees that the System will only be used to enhance communications for services provided by the Georgia State Patrol, and agrees it shall not use the System for any other purpose.

(f) Georgia DPS acknowledges that it has educated and informed the users of the System of the applicable rules and regulations enacted.

(g) Gwinnett County agrees to assist the Georgia State Patrol in connection with creating a communications network that will efficiently transfer 9-1-1 calls relating to traffic incidents, in the designated areas, to the Georgia State Patrol's control room in an expeditious manner.

(h) Gwinnett County shall provide the appropriate number of radio system identification numbers for use by the Georgia State Patrol, based on the actual number of individual radios the Georgia State Patrol chooses to operate on the System.

(i) Gwinnett County shall provide the Georgia State Patrol with operational procedures and guidelines covering the use and maintenance of the System.

(j) Gwinnett County shall advise and assist the Georgia State Patrol with any necessary training of Georgia State Patrol personnel regarding the proper operation of the System.

(k) Gwinnett County shall maintain its Federal Communications Commission license to operate the System.

(l) Gwinnett County shall fund the System as allowable under O.C.G.A. § 46-5-120 et seq. relating to maintenance, construction, and operation of the System.

(m) The parties shall each appoint a designated representative to coordinate the implementation and on-going use of the System as authorized under the terms of this Intergovernmental Agreement, and any future upgrades that need to occur in order to maintain the System.

4. <u>Incidents and Crash Investigations</u>. Georgia DPS agrees that the Georgia State Patrol will have primary responsibility for all incidents and crash investigations on those sections of Interstate 85 and Interstate 985, including entrance and exit ramps, located within Gwinnett County, subject to the following:

(a) The Georgia State Patrol will strive to improve commuter traffic in the designated areas and to enhance safety on said interstates and highway, thereby allowing the Gwinnett County Police Department to increase its police efforts and presence in the commercial and residential areas of the county.

(b) The Georgia State Patrol will accept primary responsibility for all incidents, including but not limited to, street hazards, stranded motorists, abandoned vehicles, citizen reported traffic violations, and crash investigations, with the exception of fatal crash investigations, on the interstates and highway designated above Mondays through Fridays, from 6:00 a.m. through 8:00 p.m. The Gwinnett County Police Department will maintain primary responsibility for fatal crash investigations and secondary responsibility for all incidents and non-fatal crash investigations during the hours set forth above.

(c) During all hours other than those set forth above the Gwinnett County Police Department will maintain primary responsibility for all incidents and crash investigations on the designated interstates and highway within their jurisdiction.

(d) It is anticipated that the Georgia State Patrol will have thirty-five (35) personnel assigned to Gwinnett County with a minimum average staffing level of ten (10) personnel on each shift.

(e) In instances when the Georgia State Patrol advises the Gwinnett County Police Department that it must relinquish primary responsibility due to factors such as the number of crashes exceeding the capability of the Georgia State Patrol's limited personnel and resources or situations arising such as, but not limited to, special details or inclement weather, the Gwinnett County Police Department shall assume primary responsibility. Information concerning special details will be provided by the Georgia State Patrol to the Gwinnett County Police Department as soon as reasonably available.

(f) In instances when the Georgia State Patrol has a conflict and cannot act as the primary responder for incidents or crash investigations, 9-1-1 calls will immediately be routed directly to and handled by the Gwinnett County Police Department.

(g) The Gwinnett County Police Department will assist the Georgia State Patrol in connection with facilitating a positive and cooperative working relationship with the Gwinnett County Fire Department, the Gwinnett County Recorder's Court, the State Court of Gwinnett County, the Gwinnett County Solicitor's office, the Gwinnett County District Attorney's office and any and all other Gwinnett County departments involved in crash investigations and traffic enforcement. All citations issued by the Georgia State Patrol within Gwinnett County will be routed to the Gwinnett County Recorder's Court, as applicable.

(h) The Georgia State Patrol will provide Gwinnett County with reports, data and other information related to incidents and crash investigations within Gwinnett County

handled by the Georgia State Patrol pursuant to the terms of this Intergovernmental Agreement.

5. Liability. This Intergovernmental Agreement neither establishes nor acknowledges liability of Gwinnett County, Georgia DPS or the State of Georgia or any agency or department thereof for death, personal injury, or property damage sustained by any entity or individual in the course of performing this Intergovernmental Agreement.

6. Governing Law. This Intergovernmental Agreement is made and entered into in Gwinnett County, Georgia and shall be governed in all respects by the laws of the State of Georgia.

7. Entire Agreement. This Intergovernmental Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter. This is intended as the final expression of their agreement and is a complete statement of the terms thereof.

8. Modification. This Intergovernmental Agreement may be modified at any time with the written mutual consent of the Commissioner of the Georgia Department of Public Safety and Gwinnett County.

9. Amendments in Writing. No amendment to this Intergovernmental Agreement shall be effective unless it is in writing and signed by the Commissioner of Public Safety and the Chairman of the Gwinnett County Board of Commissioners.

10. Notifications. All notices under this Intergovernmental Agreement shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

GEORGIA DEPARTMENT OF PUBLIC SAFETY:

Colonel Mark W. McDonough, Commissioner
Georgia Department of Public Safety
Post Office Box 1456
Atlanta, GA 30371-1456

GWINNETT COUNTY, GEORGIA:

Chief Charles M. Walters
Gwinnett County Police Department
Post Office Box 602
Lawrenceville, GA 30046

County Attorney
Gwinnett County Law Department
75 Langley Drive
Lawrenceville, GA 30046

County Administrator
Gwinnett County
75 Langley Drive
Lawrenceville, GA 30046

11. Assignability. No party shall assign or transfer any interest in this Intergovernmental Agreement.

12. Section Headings. Section headings contained in this Intergovernmental Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

13. Scope and Duration.

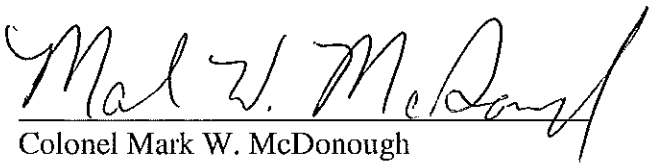
(a) This Intergovernmental Agreement applies only to Georgia DPS and Gwinnett County in connection with their respective roles relating to the use of the Property and the System by the Georgia State Patrol, as well as incidents and crash investigations on the sections of Interstate 85 and Interstate 985, including entrance and exit ramps, located within Gwinnett County.

(b) This Intergovernmental Agreement shall be in full force and effect when executed and shall remain in full force and effect for a one (1) year term, beginning upon the issuance of a Certificate of Occupancy for the Property. This Intergovernmental Agreement will automatically renew for additional terms of one (1) year at the end of the each term, unless either of the parties terminates the Intergovernmental Agreement in writing as provided herein.

(c) This Intergovernmental Agreement may be terminated by either party providing written notice to the other party at least one-hundred twenty (120) days prior to the expiration of an existing term. To terminate the Intergovernmental Agreement, the terminating party shall forward written notice to the other party setting forth the fact of termination, and in this event the Intergovernmental Agreement shall terminate at the end of that existing term.

IN WITNESS WHEREOF, the Georgia Department of Public Safety and Gwinnett County, Georgia have executed this Intergovernmental Agreement which shall be effective as of the date first above written.

FOR THE GEORGIA DEPARTMENT OF PUBLIC SAFETY:



Colonel Mark W. McDonough
Commissioner

FOR GWINNETT COUNTY, GEORGIA:

By: _____
Charlotte J. Nash, Chairman
Board of Commissioners

ATTEST: _____
County Clerk or Deputy Clerk

(County Seal)

Approved as to Form:

_____
Gwinnett County Staff Attorney

EXHIBIT "A" - SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT is made by and between **GWINNETT COUNTY, GEORGIA,** a political subdivision of the State of Georgia ("Gwinnett County") and the **GEORGIA DEPARTMENT OF PUBLIC SAFETY** ("Georgia DPS"). This Sub-Lease Agreement shall be considered to be incorporated by reference into the Intergovernmental Agreement between the parties dated the ____ day of April, 2013.

RECITALS

The parties recite and declare:

A. Gwinnett County is presently leasing certain real property and facilities, including 2,535 gross leasable square feet of space, located at 1645 Pleasant Hill Road, Duluth, Georgia, and known as Space No. B, from RW Management, Ltd., by Lease Agreement dated the ___ day of _____, 2013, said real property and facilities being collectively referred to in this Sub-Lease Agreement as the "Property". The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Gwinnett County desires to sub-lease the Property to the Georgia DPS and the Georgia DPS desires to sub-lease the Property from Gwinnett County, pursuant to the terms and conditions set forth below:

SECTION ONE

SUB-LEASE OF PROPERTY

Gwinnett County hereby sub-leases the Property to the Georgia DPS and the Georgia DPS hereby sub-leases the Property from Gwinnett County. The parties acknowledge that this Sub-Lease creates a usufruct only and that by virtue of this Sub-Lease Agreement the Georgia DPS has not

acquired any property interest in the Property.

SECTION TWO

TERM

The term of this Sub-Lease Agreement shall be the same as the term stated in the Intergovernmental Agreement between the Parties.

SECTION THREE

TERMINATION

This Sub-Lease Agreement will be deemed to be terminated upon the termination of the Lease between Gwinnett County, Georgia and RW Management, Ltd., upon the termination of the Intergovernmental Agreement between the Parties, or when terminated pursuant to Section Eleven herein.

SECTION FOUR

RENT

As consideration for this Sub-Lease Agreement, the Georgia DPS shall pay to Gwinnett County a rent in the amount of $ 1.00 per year.

SECTION FIVE

UTILITIES

During the term of this Sub-Lease Agreement, the Gwinnett DPS shall be responsible for all costs and expenses associated with utilities provided to the Property, including but not limited to, power, gas, phone, and water.

SECTION SIX

IMPROVEMENTS AND ALTERATIONS

The Georgia DPS does not have the right to make improvements, alterations and additions to the Property without the prior express written consent of Gwinnett County. Any such approved improvements, alterations and additions shall be in accordance with plans and specifications in full compliance with all laws, rules, orders, ordinances, regulations, and requirements of all governmental agencies or entities having jurisdiction. All approved improvements, alterations and additions shall be performed in a good and workmanlike manner and shall be to the reasonable satisfaction of Gwinnett County.

SECTION SEVEN

REPAIRS AND MAINTENANCE

Gwinnett County shall make all necessary repairs to the Property, except where the repair has been made necessary by the misuse or neglect of the Georgia DPS or the Georgia DPS's agents, employees, visitors, or licensees. Gwinnett County shall also be responsible for performing all routine maintenance for the Property. Notwithstanding the foregoing, the Georgia DPS shall have sole responsibility for the maintenance and repair of all of its personal property such as computers, telephone systems, security systems, and video surveillance. The Georgia DPS shall permit Gwinnett County and Gwinnett County's agents to enter the Property at all reasonable times to inspect them and maintain the Building and Property as deemed necessary by Gwinnett County. Gwinnett County agrees to make all reasonable efforts to minimize the impact of such entry on the Georgia DPS's operations.

SECTION EIGHT

COVENANT OF QUIET ENJOYMENT

The Georgia DPS shall have the full right of use, enjoyment, occupancy and possession of the

Property during the term of this Sub-Lease and for so long as the Gwinnett DPS shall use and occupy the Property for the term mentioned, subject to the provisions of this Sub-Lease Agreement.

SECTION NINE

PERMITTED USE

A. The Georgia DPS shall occupy and use the Property only for Georgia State Patrol office related purposes.

B. The Georgia DPS shall not occupy and use the Property for, nor shall the Georgia DPS permit the Property to be occupied or used for, any purpose, act, or thing that is in violation of any public law, ordinance, or governmental regulation or which may be dangerous to persons or property or which may invalidate or increase the amount of premiums for any policy of insurance carried on the Building.

SECTION TEN

COMMON AREAS

A. Access to and use of common areas by the Georgia DPS, its employees, agents, permittees, licensees, clients and customers are a material consideration for the Georgia DPS entering into this Sub-Lease. The term common areas shall include all parking areas, sidewalks, driveways, restrooms, elevators, elevator lobby and other facilities available for joint use. In the event such common areas may have restricted access, Gwinnett County shall provide the Georgia DPS with means to such access, including any keys or combinations to locks thereon.

B. The Georgia DPS and its employees, agents, permittees, licensees, clients and customers shall first utilize the parking spaces which most closely adjoining the Property and shall have the non-exclusive right to use any of the public parking spaces on the Property.

SECTION ELEVEN

BREACH

Either party may declare a breach of this Sub-Lease immediately by written notice to the other party if the other party breaches any term or condition of this Sub-Lease. Should either party breach any term or condition of this Sub-Lease, then in such event the non-breaching party shall cause written notice of the breach to be mailed to the other party at the address set forth herein, specifying the breach, by certified mail. In the event the breach, as noticed and specified, is not remedied and cured within forty-five (45) days of the receipt of such notice or such additional time mutually agreed to by the parties, then the non-breaching party shall have the option and right to immediately terminate the Sub-Lease upon notice to the other party. Claim and notice of breach to the other party shall not be conclusive upon said party.

SECTION TWELVE

POSSESSION

Pursuant to this paragraph, possession to the Property shall be returned to Gwinnett County no later than thirty (30) days after the lawful termination of this Sub-Lease.

SECTION THIRTEEN

NO ASSIGNMENT

The Georgia DPS shall not assign this Sub-Lease or any interest hereunder without the prior written consent of Gwinnett County. In the event neither consent nor denial of consent has been provided in writing to the Georgia DPS within sixty (60) days from the Georgia DPS's request for such consent, Gwinnett County shall be conclusively deemed to have denied such express written consent.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
GEORGIA DEPARTMENT OF PUBLIC SAFETY
AND
GWINNETT COUNTY, GEORGIA

This Intergovernmental Agreement is entered into by and between the Georgia Department of Public Safety (herein after referred to as "Georgia DPS") and Gwinnett County, Georgia, (hereinafter referred to as "Gwinnett County"), on the _____ day of April, 2013.

WHEREAS, the Georgia State Patrol is a Division of the Georgia DPS and, pursuant to O.C.G.A. § 35-2-32(b), the Georgia State Patrol's primary duty is to patrol the public roads and highways of this state, including interstate and state maintained highways, and to safeguard the lives and property of the public; and

WHEREAS, crash investigation and traffic enforcement are also part of the Georgia State Patrol's primary duty; and

WHEREAS, pursuant to O.C.G.A. § 35-2-32(a), the Georgia State Patrol has statewide jurisdiction; and

WHEREAS, the Gwinnett County Police Department is a law enforcement agency located within Gwinnett County, Georgia; and

WHEREAS, the Gwinnett County Police Department has adopted a community oriented philosophy with three major priorities: (1) 911 response, (2) maintenance of public order, and (3) investigation of crimes occurring in Gwinnett County; and

WHEREAS, the mission of the Gwinnett County Police Department is to reduce crime and promote the quality of life, in partnership with the community; and

WHEREAS, it is in the best interests of the Georgia State Patrol and the Gwinnett County Police Department and the citizens they serve for the parties to cooperate in fulfilling their respective duties and missions; and

WHEREAS, Gwinnett County presently leases certain real property and facilities located at 1645 Pleasant Hill Road in Duluth, GA, (the "Property") that it desires to make available for the use of the Georgia State Patrol as a patrol station; and

WHEREAS, Gwinnett County presently owns and maintains an 800 Megahertz (MHz) Radio System ("System") and associated licenses that it desires to make available to the Georgia State Patrol for the purposes of public safety communications, primarily within the geographical boundaries of Gwinnett County, Georgia; and

WHEREAS, in consideration for the use of the Property and the System, the Georgia State Patrol desires to accept primary responsibility for all incidents and crash investigations on those sections of Interstate 85, Interstate 985 and Georgia Highway 316 located within Gwinnett County; and

WHEREAS, the Commissioner of Public Safety is the chief executive officer of the Georgia DPS and is authorized to take such action as necessary to ensure the administration and execution of the functions and responsibilities of the Georgia DPS.

NOW THEREFORE, for and in consideration of the mutual benefits to be realized from the obligations hereinafter set forth, the Georgia Department of Public Safety and Gwinnett County, Georgia mutually agree as follows:

1. Purpose. This Intergovernmental Agreement serves to provide the terms and conditions governing the use of the Property and the System by the Georgia State Patrol, as well as the respective roles of the Georgia State Patrol and Gwinnett County with regard to incidents and crash investigations on the sections of Interstate 85, Interstate 985, and Georgia Highway 316, including entrance and exit ramps, located within Gwinnett County.

2. Sub-Lease of the Property. Gwinnett County presently leases from RW Management, Ltd. the Property, which includes 2,535 gross leasable square feet known as Space #B, located at 1645 Pleasant Hill Road in Duluth, GA. The terms of the Lease Agreement between Gwinnett County and RW Management, Ltd. dated the ____day of _____, 2013, are hereby incorporated herein by this reference. Gwinnett County agrees to sub-lease the Property to Georgia DPS and Georgia DPS agrees to sub-lease the Property from Gwinnett County, pursuant to the terms and conditions set forth in the Sub-Lease Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

3. 800 Megahertz (MHz) Radio System. Gwinnett County agrees to make the System available to the Georgia State Patrol for the purposes of public safety communications, primarily within the geographical boundaries of Gwinnett County, Georgia, subject to the following:

(a) Georgia DPS shall purchase and install any and all radio equipment necessary for the Georgia State Patrol to utilize the System. All such radio equipment shall be approved in advance by Gwinnett County and the manufacturer of the System as being one-hundred percent (100%) compatible with the System.

(b) Georgia DPS shall provide one hundred-twenty (120) days advanced notice to Gwinnett County regarding the number of radio devices that they will add to the System.

(c) Georgia DPS shall cover and maintain all hardware devices under a service and maintenance agreement from the original manufacturer during the time in which said hardware is being used on the System.

(d) Georgia DPS agrees to utilize only the talk groups designated by Gwinnett County for the Georgia State Patrol use and to utilize the System in accordance with the procedures and guidelines provided by Gwinnett County, including all rules and regulations of the Federal Communications Commission, and any other applicable federal, state or local laws.

(e) Georgia DPS agrees that the System will only be used to enhance communications for services provided by the Georgia State Patrol, and agrees it shall not use the System for any other purpose.

(f) Georgia DPS acknowledges that it has educated and informed the users of the System of the applicable rules and regulations enacted.

(g) Gwinnett County agrees to assist the Georgia State Patrol in connection with creating a communications network that will efficiently transfer 9-1-1 calls relating to traffic incidents, in the designated areas, to the Georgia State Patrol's control room in an expeditious manner.

(h) Gwinnett County shall provide the appropriate number of radio system identification numbers for use by the Georgia State Patrol, based on the actual number of individual radios the Georgia State Patrol chooses to operate on the System.

(i) Gwinnett County shall provide the Georgia State Patrol with operational procedures and guidelines covering the use and maintenance of the System.

(j) Gwinnett County shall advise and assist the Georgia State Patrol with any necessary training of Georgia State Patrol personnel regarding the proper operation of the System.

(k) Gwinnett County shall maintain its Federal Communications Commission license to operate the System.

(l) Gwinnett County shall fund the System as allowable under O.C.G.A. § 46-5-120 et seq. relating to maintenance, construction, and operation of the System.

(m) The parties shall each appoint a designated representative to coordinate the implementation and on-going use of the System as authorized under the terms of this Intergovernmental Agreement, and any future upgrades that need to occur in order to maintain the System.

4. **Incidents and Crash Investigations**. Georgia DPS agrees that the Georgia State Patrol will have primary responsibility for all incidents and crash investigations on those sections of Interstate 85, Interstate 985 and Georgia Highway 316, including entrance and exit ramps, located within Gwinnett County, subject to the following:

(a) The Georgia State Patrol will strive to improve commuter traffic in the designated areas and to enhance safety on said interstates and highway, thereby allowing the Gwinnett County Police Department to increase its police efforts and presence in the commercial and residential areas of the county.

(b) The Georgia State Patrol will accept primary responsibility for all incidents, including but not limited to, street hazards, stranded motorists, abandoned vehicles, citizen reported traffic violations, and crash investigations, with the exception of fatal crash investigations, on the interstates and highway designated above Mondays through Fridays, from 6:00 a.m. through 8:00 p.m. The Gwinnett County Police Department will maintain primary responsibility for fatal crash investigations and secondary responsibility for all incidents and non-fatal crash investigations during the hours set forth above.

(c) During all hours other than those set forth above the Gwinnett County Police Department will maintain primary responsibility for all incidents and crash investigations on the designated interstates and highway within their jurisdiction.

(d) It is anticipated that the Georgia State Patrol will have thirty-five (35) personnel assigned to Gwinnett County with a minimum average staffing level of ten (10) personnel on each shift.

(e) In instances when the Georgia State Patrol advises the Gwinnett County Police Department that it must relinquish primary responsibility due to factors such as the number of crashes exceeding the capability of the Georgia State Patrol's limited personnel and resources or situations arising such as, but not limited to, special details or inclement weather, the Gwinnett County Police Department shall assume primary responsibility. Information concerning special details will be provided by the Georgia State Patrol to the Gwinnett County Police Department as soon as reasonably available.

(f) In instances when the Georgia State Patrol has a conflict and cannot act as the primary responder for incidents or crash investigations, 9-1-1 calls will immediately be routed directly to and handled by the Gwinnett County Police Department.

(g) The Gwinnett County Police Department will assist the Georgia State Patrol in connection with facilitating a positive and cooperative working relationship with the Gwinnett County Fire Department, the Gwinnett County Recorder’s Court, the State Court of Gwinnett County, the Gwinnett County Solicitor's office, the Gwinnett County District Attorney’s office and any and all other Gwinnett County departments involved in crash investigations and traffic enforcement. All citations issued by the Georgia State Patrol within Gwinnett County will be routed to the Gwinnett County Recorder’s Court, as applicable.

(h) The Georgia State Patrol will provide Gwinnett County with reports, data and other information related to incidents and crash investigations within Gwinnett County

handled by the Georgia State Patrol pursuant to the terms of this Intergovernmental Agreement.

5. Liability. This Intergovernmental Agreement neither establishes nor acknowledges liability of Gwinnett County, Georgia DPS or the State of Georgia or any agency or department thereof for death, personal injury, or property damage sustained by any entity or individual in the course of performing this Intergovernmental Agreement.

6. Governing Law. This Intergovernmental Agreement is made and entered into in Gwinnett County, Georgia and shall be governed in all respects by the laws of the State of Georgia.

7. Entire Agreement. This Intergovernmental Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter. This is intended as the final expression of their agreement and is a complete statement of the terms thereof.

8. Modification. This Intergovernmental Agreement may be modified at any time with the written mutual consent of the Commissioner of the Georgia Department of Public Safety and Gwinnett County.

9. Amendments in Writing. No amendment to this Intergovernmental Agreement shall be effective unless it is in writing and signed by the Commissioner of Public Safety and the Chairman of the Gwinnett County Board of Commissioners.

10. Notifications. All notices under this Intergovernmental Agreement shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

GEORGIA DEPARTMENT OF PUBLIC SAFETY:

Colonel Mark W. McDonough, Commissioner
Georgia Department of Public Safety
Post Office Box 1456
Atlanta, GA 30371-1456

GWINNETT COUNTY, GEORGIA:

Chief Charles M. Walters
Gwinnett County Police Department
Post Office Box 602
Lawrenceville, GA 30046

County Attorney
Gwinnett County Law Department
75 Langley Drive
Lawrenceville, GA 30046

County Administrator
Gwinnett County
75 Langley Drive
Lawrenceville, GA 30046

11. **Assignability**. No party shall assign or transfer any interest in this Intergovernmental Agreement.

12. **Section Headings**. Section headings contained in this Intergovernmental Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

13. **Scope and Duration.**

(a) This Intergovernmental Agreement applies only to Georgia DPS and Gwinnett County in connection with their respective roles relating to the use of the Property and the System by the Georgia State Patrol, as well as incidents and crash investigations on the sections of Interstate 85, Interstate 985, and Georgia Highway 316, including entrance and exit ramps, located within Gwinnett County.

(b) This Intergovernmental Agreement shall be in full force and effect when executed and shall remain in full force and effect for a one (1) year term, beginning upon the issuance of a Certificate of Occupancy for the Property. This Intergovernmental Agreement will automatically renew for additional terms of one (1) year at the end of the each term, unless either of the parties terminates the Intergovernmental Agreement in writing as provided herein.

(c) This Intergovernmental Agreement may be terminated by either party providing written notice to the other party at least one-hundred twenty (120) days prior to the expiration of an existing term. To terminate the Intergovernmental Agreement, the terminating party shall forward written notice to the other party setting forth the fact of termination, and in this event the Intergovernmental Agreement shall terminate at the end of that existing term.

IN WITNESS WHEREOF, the Georgia Department of Public Safety and Gwinnett County, Georgia have executed this Intergovernmental Agreement which shall be effective as of the date first above written.

FOR THE GEORGIA DEPARTMENT OF PUBLIC SAFETY:

_____
Colonel Mark W. McDonough
Commissioner

FOR GWINNETT COUNTY, GEORGIA:

By: _____
Charlotte J. Nash, Chairman
Board of Commissioners

ATTEST: _____
County Clerk or Deputy Clerk

(County Seal)

Approved as to Form:

_____
Gwinnett County Staff Attorney

Please have the second executed MOU between Gwinnett County Police Department and GSP delivered to:

Gwinnett County Police Department Assistant Chiefs:

Asst. Chief Tom Savage, Gwinnett County Police Department, 770 Hi Hope Road Lawrenceville, GA 30046

Asst. Chief Brett West, Gwinnett County Police Department, 770 Hi Hope Road Lawrenceville, GA 30046

EXHIBIT "A" - SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT is made by and between **GWINNETT COUNTY**, **GEORGIA,** a political subdivision of the State of Georgia ("Gwinnett County") and the **GEORGIA DEPARTMENT OF PUBLIC SAFETY** ("Georgia DPS"). This Sub-Lease Agreement shall be considered to be incorporated by reference into the Intergovernmental Agreement between the parties dated the ____ day of April, 2013.

RECITALS

The parties recite and declare:

A. Gwinnett County is presently leasing certain real property and facilities, including 2,535 gross leasable square feet of space, located at 1645 Pleasant Hill Road, Duluth, Georgia, and known as Space No. B, from RW Management, Ltd., by Lease Agreement dated the ___ day of _____, 2013, said real property and facilities being collectively referred to in this Sub-Lease Agreement as the "Property". The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Gwinnett County desires to sub-lease the Property to the Georgia DPS and the Georgia DPS desires to sub-lease the Property from Gwinnett County, pursuant to the terms and conditions set forth below:

SECTION ONE

SUB-LEASE OF PROPERTY

Gwinnett County hereby sub-leases the Property to the Georgia DPS and the Georgia DPS hereby sub-leases the Property from Gwinnett County. The parties acknowledge that this Sub-Lease creates a usufruct only and that by virtue of this Sub-Lease Agreement the Georgia DPS has not

acquired any property interest in the Property.

SECTION TWO

TERM

The term of this Sub-Lease Agreement shall be the same as the term stated in the Intergovernmental Agreement between the Parties.

SECTION THREE

TERMINATION

This Sub-Lease Agreement will be deemed to be terminated upon the termination of the Lease between Gwinnett County, Georgia and RW Management, Ltd., upon the termination of the Intergovernmental Agreement between the Parties, or when terminated pursuant to Section Eleven herein.

SECTION FOUR

RENT

As consideration for this Sub-Lease Agreement, the Georgia DPS shall pay to Gwinnett County a rent in the amount of $ 1.00 per year.

SECTION FIVE

UTILITIES

During the term of this Sub-Lease Agreement, the Gwinnett DPS shall be responsible for all costs and expenses associated with utilities provided to the Property, including but not limited to, power, gas, phone, and water.

SECTION SIX

IMPROVEMENTS AND ALTERATIONS

The Georgia DPS does not have the right to make improvements, alterations and additions to the Property without the prior express written consent of Gwinnett County. Any such approved improvements, alterations and additions shall be in accordance with plans and specifications in full compliance with all laws, rules, orders, ordinances, regulations, and requirements of all governmental agencies or entities having jurisdiction. All approved improvements, alterations and additions shall be performed in a good and workmanlike manner and shall be to the reasonable satisfaction of Gwinnett County.

SECTION SEVEN

REPAIRS AND MAINTENANCE

Gwinnett County shall make all necessary repairs to the Property, except where the repair has been made necessary by the misuse or neglect of the Georgia DPS or the Georgia DPS's agents, employees, visitors, or licensees. Gwinnett County shall also be responsible for performing all routine maintenance for the Property. Notwithstanding the foregoing, the Georgia DPS shall have sole responsibility for the maintenance and repair of all of its personal property such as computers, telephone systems, security systems, and video surveillance. The Georgia DPS shall permit Gwinnett County and Gwinnett County's agents to enter the Property at all reasonable times to inspect them and maintain the Building and Property as deemed necessary by Gwinnett County. Gwinnett County agrees to make all reasonable efforts to minimize the impact of such entry on the Georgia DPS's operations.

SECTION EIGHT

COVENANT OF QUIET ENJOYMENT

The Georgia DPS shall have the full right of use, enjoyment, occupancy and possession of the

Property during the term of this Sub-Lease and for so long as the Gwinnett DPS shall use and occupy the Property for the term mentioned, subject to the provisions of this Sub-Lease Agreement.

SECTION NINE

PERMITTED USE

A. The Georgia DPS shall occupy and use the Property only for Georgia State Patrol office related purposes.

B. The Georgia DPS shall not occupy and use the Property for, nor shall the Georgia DPS permit the Property to be occupied or used for, any purpose, act, or thing that is in violation of any public law, ordinance, or governmental regulation or which may be dangerous to persons or property or which may invalidate or increase the amount of premiums for any policy of insurance carried on the Building.

SECTION TEN

COMMON AREAS

A. Access to and use of common areas by the Georgia DPS, its employees, agents, permittees, licensees, clients and customers are a material consideration for the Georgia DPS entering into this Sub-Lease. The term common areas shall include all parking areas, sidewalks, driveways, restrooms, elevators, elevator lobby and other facilities available for joint use. In the event such common areas may have restricted access, Gwinnett County shall provide the Georgia DPS with means to such access, including any keys or combinations to locks thereon.

B. The Georgia DPS and its employees, agents, permittees, licensees, clients and customers shall first utilize the parking spaces which most closely adjoining the Property and shall have the non-exclusive right to use any of the public parking spaces on the Property.

SECTION ELEVEN

BREACH

Either party may declare a breach of this Sub-Lease immediately by written notice to the other party if the other party breaches any term or condition of this Sub-Lease. Should either party breach any term or condition of this Sub-Lease, then in such event the non-breaching party shall cause written notice of the breach to be mailed to the other party at the address set forth herein, specifying the breach, by certified mail. In the event the breach, as noticed and specified, is not remedied and cured within forty-five (45) days of the receipt of such notice or such additional time mutually agreed to by the parties, then the non-breaching party shall have the option and right to immediately terminate the Sub-Lease upon notice to the other party. Claim and notice of breach to the other party shall not be conclusive upon said party.

SECTION TWELVE

POSSESSION

Pursuant to this paragraph, possession to the Property shall be returned to Gwinnett County no later than thirty (30) days after the lawful termination of this Sub-Lease.

SECTION THIRTEEN

NO ASSIGNMENT

The Georgia DPS shall not assign this Sub-Lease or any interest hereunder without the prior written consent of Gwinnett County. In the event neither consent nor denial of consent has been provided in writing to the Georgia DPS within sixty (60) days from the Georgia DPS's request for such consent, Gwinnett County shall be conclusively deemed to have denied such express written consent.

SECTION FOURTEEN

NOTICE

Any and all notice or other communication required or permitted by this Sub-Lease to be served, delivered or given to a party by the other party shall be in writing, signed by the party giving the notice or its attorney and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States Mail, certified with return receipt requested, postage prepaid addressed to the parties at the addresses below:

If to Gwinnett County:

Director
Department of Support Services
75 Langley Drive
Lawrenceville, GA 30046

with a copy to:

County Attorney
Gwinnett County Law Department
75 Langley Drive
Lawrenceville, GA 30046

and

Chief of Police
Gwinnett County Police Department
Post Office Box 602
Lawrenceville, GA 30046

If to the Georgia DPS:

Department of Public Safety
Colonel Mark W. McDonough, Commissioner
Post Office Box 1456
Atlanta, GA 30371-1456

with a copy to such other address or addresses as may hereinafter be designated by notice as provided herein.

SECTION FIFTEEN

SUCCESSORS AND ASSIGNS

This Sub-Lease shall be binding upon and inure to the benefit of any permitted successors and assigns of the parties hereto.

SECTION SIXTEEN

REMEDIES CUMULATIVE

All remedies under this Sub-Lease or by law or equity shall be cumulative.

SECTION SEVENTEEN

ENTIRE AGREEMENT

This Sub-Lease and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

SECTION EIGHTEEN

INVALIDITY OF A PROVISION

Should any provision or portion of any provision of this Sub-Lease be held invalid by a Court of competent jurisdiction, the remainder of the Sub-Lease or the remainder of such provision shall not be affected thereby.

IN WITNESS WHEREOF, the Georgia Department of Public Safety and Gwinnett County, Georgia have executed this Sub-Lease Agreement which shall be effective as of the date first above written.

FOR THE GEORGIA DEPARTMENT OF PUBLIC SAFETY:

_____
Colonel Mark W. McDonough
Commissioner

FOR GWINNETT COUNTY, GEORGIA:

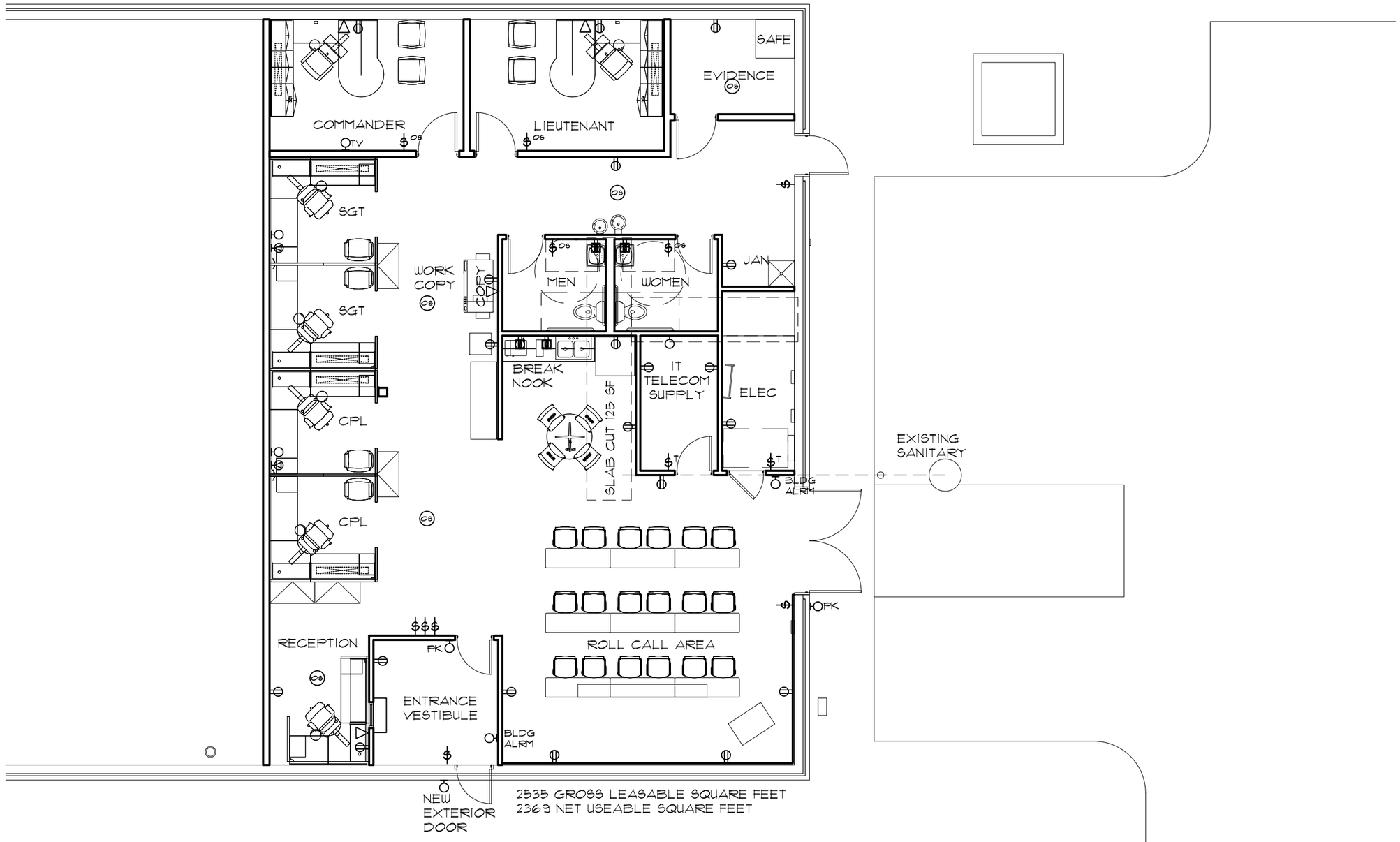
By: _____
Charlotte J. Nash, Chairman
Board of Commissioners

ATTEST: _____
County Clerk or Deputy Clerk

(County Seal)

Approved as to Form:

_____
Gwinnett County Staff Attorney



1
A-1

Conceptual Floor Plan - Pleasant Hill Property - Option 3 - 03-06-13

SCALE 1/8" = 1'-0"

NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION

© 2012
PRECISION PLANNING, INC.
ALL RIGHTS RESERVED.

THESE CONSTRUCTION DOCUMENTS AND ELECTRONIC FILES ARE INSTRUMENTS OF SERVICE PREPARED BY PRECISION PLANNING, INC. IN WHOLE OR IN PART, ARE INSTRUMENTS OF PRECISION PLANNING, INC. UNLESS OTHERWISE AGREED TO IN WRITING. THEY MAY NOT BE REPRODUCED OR CONVEYED IN ANY FORM OR MEDIUM WHATSOEVER EXCEPT FOR ANY OTHER PROJECTS OTHER THAN THE ONE FOR WHICH THEY ARE PREPARED WITHOUT WRITTEN PERMISSION FROM PRECISION PLANNING, INC.

NOT FOR CONSTRUCTION

STAMP

Precision Planning, Inc.
planners, engineers, architects & surveyors
A Woman Business Enterprise (WBE)
P.O. Box 2210 ... 400 Pike Boulevard ... Lawrenceville, GA 30046-2210
Gwinnett (770) 338-9000 Monroe (770) 962-6000 Fax (770) 822-0990

GEORGIA STATE PATROL POST FEASIBILITY STUDY

3225 SATELLITE BOULEVARD
DULUTH, GA

PROJECT

OPTION 1
PLEASANT HILL
FLOOR PLAN

DESIGN: JWD
DRAWN: WEW
CHECKED: PPI

SHEET TITLE

DATE	NO	DESCRIPTION

RELEASE

02-04-13 DATE
A10-108 PROJ. NUMBER
108-A-1.dwg CAD FILE NAME
FILE NUMBER

A-1

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130352	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Police Services			Date Submitted:	04/12/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	mbsmith			Multiple Depts?	No
Budget Type:	Neither			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Intergovernmental Agreement to provide Hazardous Devices Unit/Chemical, Biological, Radiological, Nuclear, Explosive/Joint Terrorism Task Force Unit Services to the City of Auburn, City of Berkley Lake, Town of Braselton, City of Buford, City of Dacula, City of Duluth, City of Grayson, City of Lawrenceville, City of Lilburn, City of Loganville, City of Norcross, City of Peachtree Corners, City of Rest Haven, City of Snellville, City of Sugar Hill, City of Suwanee, Georgia. No cost associated. Subject to approval by the Law Department.

Attachments	Intergovernmental Agreement, Justification Memo
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approved
Department Head	jamartin (4/16/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☐ As To Form ☒ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	ajbovos (4/19/2013)

Finance Comments	* No budget impact.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

GWINNETT COUNTY POLICE DEPARTMENT

CHARLES M. WALTERS
CHIEF OF POLICE

770 HI-HOPE ROAD • LAWRENCEVILLE, GA 30043 • P.O. BOX 602 • LAWRENCEVILLE, GA 30046
(770) 513-5210 • FAX (770) 513-5005

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Charles M. Walters, Chief of Police

SUBJECT: Agenda Item 2013-0352
May 7, 2013 Board of Commissioners Agenda

DATE: April 15, 2013

ITEM OF BUSINESS

Approval/Authorization for the Chairman to execute Intergovernmental Agreements with the City of Auburn, City of Berkley Lake, Town of Braselton, City of Buford, City of Dacula, City of Duluth, City of Grayson, City of Lawrenceville, City of Lilburn, City of Loganville, City of Norcross, City of Peachtree Corners, City of Rest Haven, City of Snellville, City of Sugar Hill, City of Suwanee, Georgia. No cost associated. Subject to approval by the Law Department.

PURPOSE

The purpose of this Agreement is to define the nature and scope of The Hazardous Devices Unit/Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) response and Joint Terrorism Task Force (JTTF) investigations services to all incorporated and unincorporated areas of Gwinnett County, including the Police Service Districts, the Fire and Emergency Medical Services (EMS) District and the Loganville EMS District and to provide for the manner of payment for such services.

IN SUMMARY:

If approved, agenda item 2013-0352 will facilitate the following:

1. The County shall provide Hazardous Devices/CBRNE response and Joint Terrorism Task Force investigation to all incorporated and unincorporated areas of Gwinnett County.
2. Under this program, the County shall provide all needed resources to respond, mitigate, and investigate incidents involving Hazardous Devices/CBRNE within the County.
3. The County will direct those responses to the appropriate police or fire jurisdiction.

INTERGOVERNMENTAL AGREEMENT TO PROVIDE HAZARDOUS DEVICES UNIT/CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, EXPLOSIVE/JOINT TERRORISM TASK FORCE UNIT SERVICES

STATE OF GEORGIA

COUNTY OF GWINNETT

This Intergovernmental Agreement is made and entered into this _____ day of _____, 2013, by and between GWINNETT COUNTY, GEORGIA a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY") and the CITY OF AUBURN, a municipal corporation chartered by the state of Georgia, the CITY OF BERKLEY LAKE, a municipal corporation chartered by the state of Georgia, the TOWN OF BRASELTON, a municipal corporation chartered by the state of Georgia, the CITY OF BUFORD, a municipal corporation chartered by the state of Georgia, the CITY OF DACULA, a municipal corporation chartered by the state of Georgia, the CITY OF DULUTH, a municipal corporation chartered by the state of Georgia, the CITY OF GRAYSON, a municipal corporation chartered by the state of Georgia, the CITY OF LAWRENCEVILLE, a municipal corporation chartered by the state of Georgia, the CITY OF LILBURN, a municipal corporation chartered by the state of Georgia, the CITY OF LOGANVILLE, a municipal corporation chartered by the state of Georgia, the CITY OF NORCROSS, a municipal corporation chartered by the state of Georgia, the CITY OF PEACHTREE CORNERS, a municipal corporation chartered by the state of Georgia, the CITY OF REST HAVEN, a municipal corporation chartered by the state of Georgia, the CITY OF SNELLVILLE, a municipal corporation chartered by the state of Georgia, the CITY OF SUGAR HILL, a municipal corporation chartered by the state of Georgia, and the CITY OF SUWANEE, a municipal corporation chartered by the state of Georgia, (hereinafter being collectively referred to herein as the "CITIES", each of which has been duly authorized to enter into this AGREEMENT.

W I T N E S S E T H:

WHEREAS, pursuant to Article 9, Section 3, Paragraph I of the Constitution of Georgia of 1983, Cities and the County are authorized to contract with one another for a period not exceeding (50) years for joint services, for the provision of services, or for joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3 (a) (2) provides that any county, municipality, or any combination thereof may provide police and fire services; and

WHEREAS, Chemical, Biological, Radiological, Nuclear, and Explosive emergency response by the Gwinnett County Hazardous Devices Unit and Investigation by the Joint Terrorism Task Force assignment is essential to the delivery of emergency response, services, and investigation; and

WHEREAS, Gwinnett County currently operates the only Hazardous Devices Unit and participant to the Joint Terrorism Task Force within the geographic boundaries of the County; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3 (b) (1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and Cities desire to enter into an Intergovernmental Agreement which shall define the Hazardous Devices Unit/CBRNE and Joint Terrorism Task Force assignment services provided by the County in the incorporated and unincorporated areas of Gwinnett County; and

WHEREAS, the County and Cities have duly authorized the execution of the Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the mutual obligations recited below and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the County and Cities do agree and consent to the following:

Article I

PURPOSE

The purpose of this Agreement is to define the nature and scope of The Hazardous Devices Unit/Chemical, Biological, Radiological, Nuclear, and Explosive response and Joint Terrorism Task Force investigations services to all incorporated and unincorporated areas of Gwinnett County, including the Police Services District, the Fire and Emergency Medical Services (EMS) District and the Loganville EMS District and to provide for the manner of payment for such services.

Article II

HAZARDOUS DEVICES UNIT/CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, EXPLOSIVE/JOINT TERRORISM TASK FORCE UNIT SERVICES

1. The County shall provide Hazardous Devices/CBRNE response and Joint Terrorism Task Force investigation to all incorporated and unincorporated areas of Gwinnett County. Under this program, the County shall provide all needed resources to respond, mitigate, and investigate incidents involving Hazardous Devices/CBRNE within the County and direct those responses to the appropriate police or fire jurisdiction.

2. Hazardous Devices Units in the United States have been shaped by their requirement to cover both large open regions and dense population areas. Hazardous Devices Units through mutual aid and task force agreements, take their training, equipment, and experience beyond the borders of their municipalities and jurisdictional lines to serve the entirety of Gwinnett County and the State of Georgia performing a specialized task that the remainder of the law enforcement agencies and fire departments cannot safely and effectively accomplish for themselves. The Hazardous Devices unit will provide mutual aid when requested by local, state, and federal Law Enforcement agencies, Fire and Emergency Services, Gwinnett County Emergency Management, Georgia Emergency Management/Homeland Security, United States Department of Homeland Security and any other governmental agencies for the protection, prevention, mitigation, and investigation of Hazardous Devices/CBRNE incidents. The

Hazardous Devices Unit participates directly with the Joint Terrorism Task Force and Fire arson investigators with the forensic process of Hazardous Devices/CBRNE incidents. These investigations occur inside Gwinnett County in both incorporated and unincorporated areas. The Federal Bureau of Investigation through the National Bomb Squad Commanders Advisory Board controls the formation and any expansion of the Gwinnett County HDU/CBRNE response unit. This is accomplished through needs surveys conducted by FBI Special Agent Bomb Technicians. The National Bomb Squad Commanders Advisory Board in general discourages the expansion of Hazardous Devices response personnel. This is to ensure that experience levels for each Hazardous Devices Technician does not diminish to levels at which their skills become negatively affected.

Duties and Responsibilities

- Render safe and/or remove suspected Improvised Explosive Devices (IEDs), incendiary devices, explosives, pyrotechnics, flares, ammunition, explosive chemicals and other hazardous situations (e.g., items classified by the FBI as Weapons of Mass Destruction in accordance with title 18 USC 2332).
- Provide for proper and safe transportation, disposal and/or storage of explosives and other CBRNE items as referred to above.
- Respond and evaluate suspicious objects, persons, packages and vehicles.
- Compile and report information on CBRN, explosive devices and incidents to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Bomb and Arson Tracking System (BATS).
- Collect and preserve evidence.
- Document information and submit reports.
- Conduct follow-up investigations. (With both the (FBI) Joint Terrorism Task Force and Gwinnett County Fire and Emergency Services arson investigators).
- Prepare and provide court room testimony.
- Store, maintain and inventory Hazardous Devices Unit equipment.
- Maintain Hazardous Devices Unit vehicles.
- Provide support to special operations/events, including dignitary protection.
- Prepare and participate in CBRNE related training programs.
- Maintain professional liaison with other state and local Hazardous Devices Technicians, Military Explosive Ordnance Disposal (EOD) units, Federal agencies and professional associations.
- Develop emergency response plans for CBRN and explosive threats, actual IEDS and related crime scenes.
- Develop and promulgate CBRN and explosive threat awareness and safety programs for public and private organizations.
- Report found or recovered military ordnance to military EOD units.
- Support law enforcement and Special Weapons and Tactics (SWAT) teams with the clearing of clandestine drug laboratories, marijuana fields or other locations where a CBRN or explosive could be present.
- Identify, process and dispose of clandestine Homemade Explosives (HME) laboratories.
- Provide robotic support.
- Provide CBRNE detection and identification support.

- Maintain department compliance with explosives storage and transportation laws and maintenance of explosive inventories.
- Conduct inspections of storage magazines and use sites.
- Special searches, including oversight on the utilization of the Explosive Detection Canines during operations.
- Provide mutual aid when requested by local, state, and federal Law Enforcement, Fire and Emergency Services, Gwinnett County Emergency Management, Georgia Emergency Management/Homeland Security

3. The United States Department of Justice through the Federal Bureau of Investigation is the lead agency domestically for the counterterrorism effort. The mission of the Joint Terrorism Task Force is to leverage the collective resources of the member agencies for the prevention, preemption, deterrence, and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the Joint Terrorism Task Force shall serve as a means to facilitate information sharing among Joint Terrorism Task Force members. The Federal Bureau of Investigation and the Gwinnett County Police Department have entered into a Memorandum of Understanding and is an active member of the task force.

4. The Hazardous Devices/CBRNE and the Joint Terrorism Task Force members are required to work in conjunction with each other while evaluating intelligence, planning special events, and conducting investigations. These investigations can originate and or conclude in any area of incorporated or unincorporated Gwinnett County. The primary tool utilized by domestic or international terrorists is the use of explosives and the desire to deploy a Chemical, Biological, Radiological, or Nuclear device against our citizens or facilities.

5. The Hazardous Devices/CBRNE and the Joint Terrorism Task Force members and supervisors must apply for and receive a security clearance granted by the Federal Bureau of Investigation. Personnel detailed to these assignments are not permitted to discuss official business with supervisors unless the supervisor possesses the appropriate security clearance and the dissemination or discussion is specifically approved by the Federal Bureau of Investigation. This enables the Hazardous Devices Technician and the Joint Terrorism Task Force investigator to collaborate during an investigation that is classified. The County has established and participated in the Hazardous Devices /CBRNE Unit and Joint Terrorism Task Force to ensure a capability was in place to deter, defeat, and respond vigorously to terrorism in Gwinnett County and surrounding region.

6. The Hazardous Devices/CBRNE unit upon request will respond to hazardous materials incidents when requested by the Gwinnett County Fire and Emergency Services Hazardous Materials team and other specialized units of the Gwinnett County Fire and Emergency Services to all incorporated and unincorporated areas of Gwinnett County. The Hazardous Devices/CBRNE unit enhances emergency response with specialized equipment and technical skills. The Hazardous Devices/CBRNE unit routinely conducts joint training with Gwinnett County Fire and Emergency Services.

7. The Hazardous Devices Technician is required to attend a nationally centralized training program that ensures a degree of uniformity and standards for hazardous devices response. Prospective Hazardous Devices Technicians must first be certified as a Hazardous Materials Technician that meets the requirements set forth in 29 CFR 1910.120(q) (6) (iii) prior to attending the Hazardous Devices School Basic Course. The prospective technician is then required to attend a basic course at the Federal Bureau of Investigation Hazardous Devices School at the Redstone Arsenal, Huntsville, Alabama, which is

operated by the U.S. Army Ordnance Munitions and Electronics Maintenance School. After completion of the Hazardous Devices School Basic Corse, Hazardous Devices Technicians will participate in an on – the- job probationary training program under the supervision of experienced technicians.

Ongoing In-Service Training for Professional Development

- Each Hazardous Devices Technician will participate in a minimum of twenty four (24) hours of training per month.
- Each Hazardous Devices Technician will participate in scheduled classified briefings by FBI and Joint Terrorism Task Force personnel.
- Each Hazardous Devices Technician will participate in an additional minimum of forty (40) hours of Hazardous Devices unit training per year through seminars, conferences, advance training, etcetera.
- Hazardous Devices Technicians will successfully complete the Hazardous Devices School recertification course every three (3) years

Advanced Training (Required)

- Maintain professional associations to keep current on new information, laws, trends, and changes as it pertains to Hazardous Devices/CBRNE response.
- FBI Hazardous Devices Technician field and advances training seminars
- FBI and ATF Post Blast Investigation Courses
- ATF Advanced Explosives Destruction Techniques Course
- Advanced Robotics and Electronics Courses
- Person Borne Improvised Explosive Devices (PBIED) Courses
- Vehicle Borne Improvised Explosive Devices (VBIED) Courses
- Critical Incident Response Technology Seminars (CIRTS)
- PBIED, and VBIED Countermeasures, and Advanced Render Safe Procedures
- Explosive Breaching Course
- Assault(SWAT) Support Course
- International Association of Bomb Technicians and Investigators (IABTI) Courses
- Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Courses
- CBRNE Detection and Identification Equipment Courses

ARTICLE III

TERM

1. The term of this Agreement shall commence immediately upon approval by the Cities and the County and shall continue in full force and effect for a period of seven (7) years.

2. After the original term of this Agreement, said Agreement shall automatically renew for three years unless prior to the expiration of the original term or extension thereof, written notice is given by one party to this Agreement to the other parties thereto at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

ARTICLE IV

GOVERNING LAW

This Intergovernmental Agreement is made and entered into in Gwinnett County, Georgia and shall be governed by the laws of the State of Georgia.

ARTICLE V

AMENDMENTS

The Parties may only amend this Intergovernmental Agreement in writing signed by all Parties.

ARTICLE VI

ASSIGNABILITY

This Intergovernmental Agreement shall not be assigned by any Party to another person or entity.

ARTICLE VII

ENTIRE AGREEMENT AND SEVERABILITY

This Intergovernmental Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified except by an agreement in writing executed by the duly authorized officials of the Parties. If any provision of this Intergovernmental Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE VII

NOTICES

All notices under this Intergovernmental Agreement shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting, if sent by registered or certified mail, return receipt requested, to a Party hereto at the addresses set forth below or to such other address as a Party may designate by notice pursuant hereto.

CITY OF AUBURN:

Paul Nadeau, Chief of Police
Auburn Police Department
1361 4th Avenue

Auburn, GA 30011
770-513-8657
pnadeau@cityofauburn-ga.org

CITY OF BERKLEY LAKE:

Tom Rozier, City Administrator
Berkeley Lake City Hall
4040 S. Berkeley Lake Road, NW
Berkeley Lake, GA 30096
770-368-9484 ext. 101
admin@berkeley-lake.com

TOWN OF BRASELTON:

Lou Solis, Assistant Chief of Police
Braselton Police Department
PO Box 306, Highway 53
Braselton, GA 30517
706-658-5541
lsolis@braselton.net

CITY OF BUFORD:

Dan Branch, Director of Public Safety
Buford City Hall
2300 Buford Highway
Buford, GA 30518
678-889-4637
dbranch@cityofbuford.com

CITY OF DACULA:

Jim Osborn, City Administrator
Dacula City Hall
PO Box 400
Dacula, GA 30019
770-963-7451
jim8osborne@att.net

CITY OF DULUTH:

Randall D. Belcher, Chief of Police
Duluth Police Department
3276 Buford Highway
Duluth, GA 30096
678-512-3700
chief@duluthpd.com

CITY OF GRAYSON:

Laura Paul-Cone, City Administrator
Grayson City Hall

PO Box 208
Grayson, GA 30017
770-963-8017
graysoncty@aol.com

CITY OF LAWRENCEVILLE:

Randy Johnson, Chief of Police
Lawrenceville Police Department
300 Jackson Street
Lawrenceville, GA 30046
770-963-7262
rjohnson@lawrencevillepd.com

CITY OF LILBURN:

Bruce Hedley, Chief of Police
Lilburn Police Department
76 Main Street
Lilburn, GA 30047
404-516-0101
bhedley@cityoflilburn.com

CITY OF LOGANVILLE:

Michael McHugh, Chief of Police
Loganville Police Department
605 Tom Brewer Road
Loganville, GA 30052
770-466-8087 ext. 201
mmchugh@loganvillepolice.org

CITY OF NORCROSS:

Warren Summers, Chief of Police
Norcross Police Department
65 Lawrenceville Street
Norcross, GA 30071
770-448-2111 ext 2304
Warren.summers@norcrosspd.com

CITY OF PEACHTREE CORNERS:

Julian Jackson, City Manager
Peachtree Corners City Hall
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092
678-691-1200
jjackson@peachtreecornersga.org

CITY OF REST HAVEN:

Kenneth Waycaster, Mayor
City of Rest Haven

428 Thunder Road
Buford, GA 30519
770-377-4762
waycastk@bellsouth.net

CITY OF SNELLVILLE:

Roy Whitehead, Chief of Police
Snellville Police Department
2315 Wisteria Drive
Snellville, GA 30078
678-898-2187
rwhitehead@snellville.org

CTY OF SUGAR HILL:

Bob Hail, City Manager
Sugar Hill City Hall
5039 W. Broad Street
Sugar Hill, GA 30518
770-945-6716
bobhail@cityofsugarhill.com

CITY OF SUWANEE:

Mike Jones, Chief of Police
Suwanee Police Department
373 US Highway 23
770-945-8995
mjones@suwanee.com

GWINNETT COUNTY, GEORGIA:

Glenn Stephens, County Administrator
Gwinnett Justice & Administration Center
75 Langley Drive
Lawrenceville, GA 30046
770-822-7014
glenn.stephens@gwinnettcounty.com

IN WITNESS WHEREOF, the Parties have fully executed this Agreement.

GWINNETT COUNTY, GEORGIA

By:_____

Title: Chairman, Board of Commissioners

CITY OF AUBURN

By:_____

Title: Mayor, City of Auburn

Attest:
By:_____

Title: County Clerk

Attest:
By:_____

Title:_____

CITY OF BERKLEY LAKE

By:_____

Title: Mayor, City of Berkley Lake

TOWN OF BRASELTON

By:_____

Title: Mayor, Town of Braselton

Attest:
By:_____

Title: _____

Attest:
By:_____

Title:_____

CITY OF BUFORD

By:_____

Title: Mayor, City of Buford

CITY OF DACULA

By:_____

Title: Mayor, City of Dacula

Attest:
By:_____

Title: _____

Attest:
By:_____

Title:_____

CITY OF DULUTH

By:_____

Title: Mayor, City of Duluth

CITY OF GRAYSON

By:_____

Title: Mayor, City of Grayson

Attest:
By:_____

Attest:
By:_____

Title: _____

Title:_____

CITY OF LAWRENCEVILLE

By:_____

Title: Mayor, City of Lawrenceville

Attest:
By:_____

Title: _____

CITY OF LILBURN

By:_____

Title: Mayor, City of Lilburn

Attest:
By:_____

Title:_____

CITY OF LOGANVILLE

By:_____

Title: Mayor, City of Loganville

Attest:
By:_____

Title: _____

CITY OF NORCROSS

By:_____

Title: Mayor, City of Norcross

Attest:
By:_____

Title:_____

CITY OF PEACHTREE CORNERS

By:_____

Title: Mayor, City of Peachtree Corners

Attest:
By:_____

Title: _____

CITY OF REST HAVEN

By:_____

Title: Mayor, City of Rest Haven

Attest:
By:_____

Title:_____

CITY OF SNELLVILLE

By:_____

Title: Mayor, City of Snellville

Attest:
By:_____

Title: _____

CITY OF SUGAR HILL

By:_____

Title: Mayor, City of Sugar Hill

Attest:
By:_____

Title:_____

CITY OF SUWANEE

By:_____

Title: Mayor, City of Suwanee

Attest:
By:_____

Title: _____

APPROVED AS TO FORM:

_____
Senior Assistant County Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130364	20121125

☒ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Police Services			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	mbsmith			Multiple Depts?	No
Budget Type:	Neither			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

to accept a grant awarded by the Georgia Emergency Management Agency (GEMA), Department of Homeland Security (DHS) in the amount of $340,766.00. These funds were awarded to the Gwinnett County Police Departments Hazardous Devices Unit and will be used to purchase explosive detection equipment. Approval/Authorization for the Chairman or designee to execute grant documents and any other necessary documents, subject to review by the Law Department. The grant is 100% funded through GEMA with no matching requirements.

Attachments	Justification Letter, Agreement, Action List
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approve
Department Head	jamartin (4/16/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☐ As To Form ☒ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	340,766.00	ajbovos (4/19/2013)

Finance Comments: *The Board approved acceptance of this award on 12/11/12, the revised documents will replace the original contract with DHS which now includes two bomb suits and an imaging system.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

GWINNETT COUNTY POLICE DEPARTMENT

CHARLES M. WALTERS
CHIEF OF POLICE

770 HI-HOPE ROAD • LAWRENCEVILLE, GA 30043 • P.O. BOX 602 • LAWRENCEVILLE, GA 30046
(770) 513-5210 • FAX (770) 513-5005

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Charles M. Walters, Chief of Police

SUBJECT: Agenda Item 2013-0364 – HDU Grant Agreement

DATE: April 15, 2013

Approval/Authorization to accept a grant awarded by the Georgia Emergency Management Agency (GEMA), Department of Homeland Security (DHS) in the amount of $340,766.00. These funds were awarded to the Gwinnett County Police Department, Hazardous Device Unit (HDU-CBRNE) and will be used to purchase explosive detection equipment to enhance the Gwinnett County Police Departments HDU-CBRNE team capabilities.

Should you have any questions about the agreement, please contact Marcia Callahan-Smith, Grants Manager at 770-513-5206.

CMW:mcs

ACTION REQUESTED – STATE HOMELAND SECURITY PROGRAM
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
CBRNE/HDU Equipment GCID#20130364

1. Acceptance of grant awards from the **Department of Homeland Security, Georgia Emergency Management Agency**; authorization for Chairman to sign grant application, letter of credit signature cards, and related **Department of Homeland Security, Georgia Emergency Management Agency** forms designating persons authorized to request disbursement of grant funds from **Department of Homeland Security, Georgia Emergency Management Agency** to Gwinnett County.

2. Authorization for Chairman to appoint and designate the Director of the Department of Financial Services to approve and execute agreements, contracts, and/or amendments as necessary, with **Department of Homeland Security, Georgia Emergency Management Agency**, municipalities, non-profit agencies, County agencies and financial institutions, etc. for project implementation, as specified and approved by the Board of Commissioners subject to Law Department review. The Board of Commissioners authorizes the Chairman to execute such documents, if necessary, or if required by **Department of Homeland Security, Georgia Emergency Management Agency**.

3. Authorization for Chairman to appoint and designate the Director of Financial Services to approve and submit financial reports.

4. Authorization for Chairman to designate County staff to establish and adjust budgets as delegated in the approved Budget Resolution to cover obligations/expenses in accordance with the intent and actions of the Board of Commissioners.

5. Authorization for Chairman to designate County staff to procure goods and services as delegated in the approved Purchasing Ordinance.

6. Authorization for Chairman to appoint and designate the Director of Financial Services to serve as the "Official Representative" of Gwinnett County with the **Department of Homeland Security, Georgia Emergency Management Agency**.

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

April 4, 2013

RE: FIPS #135-00000-04
GAN #2010-SS-T0-0034
Budget Worksheet #2883
Gwinnett County Police Department

Honorable Charlotte Nash
Chairman
Gwinnett County Board of Commissioners
770 Hi Hope Road
Lawrenceville, Georgia 30046

Dear Commissioner Nash:

On behalf of Governor Nathan Deal, it is our pleasure to award your agency with a Fiscal Year 2010 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to you agency by the Georgia Emergency Management Agency (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $340,766.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s).

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to the attention of your grants manager **within 14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Angi Whatley
Public Assistance Division Director

aw/mp
Enclosures
cc: William Walsh, Lieutenant
Gwinnett County Police Department

FISCAL YEAR 2010 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
STATE HOMELAND SECURITY PROGRAM

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), approved the application and awarded grant funding from the Fiscal Year 2010 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with the Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083). GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, **has awarded the amount of $340,766.00 to Gwinnett County Police Department,** as Subgrantee, in accordance with the **Fiscal Year 2010 Homeland Security Grant Program (HSGP), State Homeland Security Program.**

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **Ralph Reichert as the Program Manager** of this program. The Subgrantee's Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee's Authorized Official is the person whose name appears on page **ten (10)** of this agreement and whose signature appears on page **ten (10))** of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved, to comply with the terms, conditions and guidelines as stated within this agreement, and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change. After all approved items on the approved budget worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate, and any remaining funds will be thereby forfeited by the Subgrantee and such funds shall be deobligated and reallocated by GEMA. If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: From August 01, 2010 to July 31, 2013

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date.

Exhibits: Exhibits are attached or attainable via the internet and made a part of this agreement:

Exhibit A — United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B — United States Department of Homeland Security (DHS) Fiscal Year 2010 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located on the Federal Emergency Management Agency web site at http://www.fema.gov/pdf/government/grant/2010/fy10_hsgp_kit.pdf.

Exhibit C — NIMS Compliance Form

Exhibit D	Approved Detailed Budget Worksheet(s)
Exhibit E	Payment Request Form
Exhibit F	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable
Exhibit G	Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6
Exhibit H	Financial Status Report (FSR) Reporting Form
Exhibit I	Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Reimbursement and Reporting Requirements

1. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable canceled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

2. **State Purchases on behalf of Subgrantee:** GEMA may, with the Written Consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of locals the Subgrantee must provide justification, receive approval from GEMA and provide GEMA with the Written Consent for GEMA to expend these funds. If GEMA does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA. If the Acknowledgement Form is not returned to GEMA in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

3 **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of this form is attached as Exhibit H to this agreement.

4. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA and cooperate and assist GEMA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA's request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

5. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

Audits, Financial Regulations and Guides

1. **Audits and Monitoring:** The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, auditors or representatives shall have access to any books, documents, papers and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority of the Department of Homeland Security Appropriations Act, 2010, and this Agreement.

   If your entity receives $500,000 or more in federal assistance (from all federal sources, not just this grant), during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to: Departments of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW Room I-156, Atlanta, Georgia 30334-8400.

2. **Laws, Regulations and Program Guidance:** The Subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below. Referenced CFR sections may be accessed online at www.gpoaccess.gov/ecfr/.

   A. Administrative Requirements

   1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
   2) 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles

   1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
   4) Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

   C. Audit Requirements

   OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

3. **OMB Circular A-133:** The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A). If the Subgrantee is required under OMB Circular A-133 to conduct a single audit, the Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4. **OGO Financial Management Guide:** The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the United States Department of

Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations, Financial Management Guide (Exhibit A).

5. **Accounting System:** The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the subgrantee is managing federal and state financial assistance programs in compliance with the current edition of the Financial Guide (Exhibit A) and all applicable laws and regulations.

6. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia's 2010 HSGP grant. Refer to the Financial Guide (Exhibit A) for exceptions which would require a longer record retention period.

7. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee for other projects under this program, or under this or other agreements.

8. **Payment of Funds to GEMA:** In addition to any other remedies available, the parties agree that GEMA will be entitled to payment from the Subgrantee for any funds paid by the state or for which the state is responsible to pay on behalf of the Subgrantee for which GEMA is unable to receive payment from or will be required to repay the grant funds due to the Subgrantee's failure to cooperate in providing the required documentation showing receipt of the goods or services or other failure on the part of the Subgrantee, including without limitation timely completing and returning to GEMA the Acknowledgment Form attached as Exhibit I.

National Initiatives

1. Subgrantee agrees to comply with all applicable terms and conditions of the Fiscal Year 2010 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the minimum National Incident Management System (NIMS) Fiscal Year 2010 compliance requirements in the NIMS Compliance section of the DHS Guide and the NIMS Integration Center (NIC). State, territory, tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the current compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) to be reported by September 30, 2010 or other accepted means. Additional information on achieving compliance is available through the FEMA NIC at http://www.fema.gov/emergency/nims/. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement. For the next grant period, NIMSCAST will be the required means to report NIMS compliance.

2. Subgrantee agrees to comply with all terms and conditions of the Fiscal Year 2010 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the National Incident

Management System (NIMS) compliance requirements in the NIMS Compliance section of the DHS Guide and the requirements of the NIMS Integration Center (NIC). For FY 2010 HSGP preparedness grant award eligibility, all Subgrantees must have met the requirement to show compliance by submitting the required compliance assessment via the NIMSCAST by September 30, 2009 and/or the Corrective Action Plan by October 31, 2009. Additional information on achieving compliance is available through the FEMA NIC at http://www.fema.gov/nims/. In addition, in order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement.

3. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hseep.dhs.gov.

   (a) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

   (b) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hseep.dhs.gov/ and must be preapproved by the GEMA Terrorism Emergency Response and Preparedness (TERP) Exercise Program Director.

   (c) Subgrantee must report to the GEMA TERP Exercise Program Director prior to conducting scheduled exercises and provide the Program Manager with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the DHS Guide (Exhibit B).

   (d) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at www.fema.gov/emergency/nims/.

Special Conditions

The Subgrantee agrees to the following conditions:

1. The Subgrantee agrees to use all grant funding awarded from the FY 2010 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2010 Homeland Security Grant Program (HSGP) Guidance and Application Kit (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the Investments identified in the Investment Justifications which were submitted as part of the State of Georgia's FY 2010 HSGP application.

4. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event as determined needed by GEMA. Subgrantee shall and sign any other Mutual Aid Agreements GEMA or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

5. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD), agrees to comply with the following:

   (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.

   (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.

   (c) Each EOD and EOD K-9 team shall participate in the Georgia Explosives Response and Reporting Network (GERRN) as requested and to the extent requested by GEMA, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA. Once activated, use of the GERRN may supersede conditions (a) and (b).

6. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://rdb.gema.ga.gov.

7. The Subgrantee agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

8. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

9. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in the current edition of the Financial Guide (Exhibit A).

10. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in the current edition of the Financial Guide (Exhibit A).

11. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification of adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA and DHS/FEMA GPD.

12. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

13. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

14. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security."

15. Subgrantee acknowledges that FEMA Applicants are advised that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

    (a) The copyright in any work developed under an award or sub-award; and

    (b) Any rights of copyright to which an award recipient or sub-recipient purchases ownership with Federal support. Award recipients must agree to consult with FEMA through GEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

16. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

17. (a) Subgrantee shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with FEMA, through GEMA, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

    (b) Among other requirements, Subgrantee must complete and return to GEMA with the signed Subgrantee Agreement the Environmental and Historic Preservation Screening Memo (EHPSM), attached as Exhibit K to this agreement. Subgrantee must comply with all conditions placed on the project as the result of the EHP review.

    (c) The subgrantee shall provide any information requested by GEMA or by FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities may occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the

recipient will immediately cease construction in that area and notify FEMA through GEMA and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

(d) Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment. Subgrantee shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information on FEMA's EHP requirements, Subgrantee should refer to FEMA's Information Bulletin #345, Grant Program Directorate Programmatic Environmental Assessment, on the Web at http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf, and Information Bulletin #329, available at, Environmental Planning and Historic Preservation Requirements for Grants, available at http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf. Additional information and resources can also be found at http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm.

18. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms"), as more fully explained in the FY 2010 Homeland Security Grant Program (HSGP) Program Guidance and Application Kit. (Exhibit B).

19. Subgrantee agrees that funds from the FY 2010 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS Guide (Exhibit B) and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(i) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located on the Web at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf.

(ii) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

(iii) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the three-year federal funding period.

(c) Provide GEMA with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS Guide (Exhibit B) and Information Bulletin 288.

20. All Subgrantees leveraging FY 2010 HSGP funds in support of information sharing and intelligence fusion and analysis centers are encouraged to leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN).

21. In accordance with the Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083), grant funds must comply with the following two requirements:

    (a) None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

    (b) None of the funds made available shall be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC13212).

22. In addition to other noncompliance remedies, GEMA/HS or DHS-FEMA may unilaterally terminate this grant award, without penalty, if the Subgrantee, any employee or any person or entity otherwise imputed to the Subgrantee is determined to have violated or failed to report allegations of a violation of certain provisions of the Trafficking Victims Protection Act of 2000, as amended, engaged in severe forms of trafficking in persons, procured a commercial sex act, or use forced labor.

23. When implementing DHS/FEMA GPD-funded activities, the Subgrantee understands and agrees that it must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended.

24. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

25. The Subgrantee understands that beginning on July 1, 2007, any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement: There shall be no changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: _____
Authorized Grantee

_____
Signature Date

By: _____
Subgrantee's Authorized Official

_____
Signature Date

_____
Printed or Typed Name of
Subgrantee's Authorized Official

Exhibit C

NIMS Compliance Form for Nongovernmental Organizations

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

Nongovernmental organization subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm. All emergency preparedness, response, and/or security personnel in the nonprofit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to GEMA the NIMS Compliance Form for Nongovernmental Organizations attached to this Agreement as Exhibit "C." NRP: An Introduction (IS-800.A), Introduction to Incident Command System (ICS-100), and Basic Incident Command System (ICS-200) are also recommended.

Please check the box next to each action that your organization has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions. Additional NIMS guidance can be found at: www.fema.gov/nims.

REQUIRED:

☐ Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.

☐ Complete IS-700 NIMS: An Introduction

RECOMMENDED:

☐ Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.

☐ Complete IS-800 NRP: An Introduction
☐ Complete ICS 100
☐ Complete ICS 200 Training
☐ Complete ICS 300 Training

Authorized Signature: _____ **Date:** _____ **Organization:** _____

Exhibit D

GEORGIA EMERGENCY MANAGEMENT AGENCY

FY 2010 DHS HSGP, State Homeland Security Grant Program (SHSP) *(SHADED AREAS ARE FOR GEMA USE ONLY)*

State on behalf of local? (Mark One) Yes No x	FIPS NO. 135-00000-04	SHEET # 2883	DATE SUBMITTED or REVISED	For SHSP and UASI program awards only: Law Enforcement Terrorism Prevention award? (Mark one) Yes x No
Federal ID No. 58-6000835	SUBGRANTEE (Agency/ Department) Gwinnett County Police Department	COUNTY Gwinnett	GEMA AREA 7	GAN NO. 2010-SS-T0-0034
STREET ADDRESS 770 HI-Hope Road		Send Contract To (Name/Title): Charlotte Nash/Chairman Board of Comm		Program Contact (Name/Title): William Walsh/Major
City, State, ZIP Code Lawrenceville, Georgia 30046		Contract Recipient Phone and charlotte.nash@gwinnettcounty.com		Program Contact Phone and Email: 770 513-5777/bill.walsh@gwinnettcounty.com

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3.Citizens Corps Programs, 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16.Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG)

Investment Justification = 5 **Specify on this line the Investment Justification associated with the project to be funded.** One per application.
Choose one: 1. Strengthen Georgia's NIMS and NRF, 2. Strengthen Planning Through Regional Collaboration , 3. Strengthen Infrastructure Protection (CI/KR), 4. Strengthen CBRNE Detection, Response and Decontamination, 5. Enhance IED Detect/Deterrence/Response Capability, 6. Enhance Search/Rescue/Recovery Capability, 7. Metropolitan Medical Response System (MMRS), 8.Strengthen Medical Surge/Mass Prophylaxis Capability, 9. Enhance Agro-Terrorism Defense Capability, 10. Strengthen Law Enforcement Ops and Investigations, 11.Strengthen Information Sharing

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5:

Discipline = LE **Specify discipline on this line:** Fire, Law Enforcement (LE), EMS, EMA, 911, Other **NOTE: Only ONE discipline per application**

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	STATE GOAL, OBJECTIVE, STEP	QUANTITY	COST EACH	TOTAL COST
001	EOD	Med Eng EOD9 Bomb Suit		2	$35,000.00	$ 70,000.00
002	EOD	Logos Wireless Imaging system		1	$80,000.00	$ 80,000.00
003	EOD	Remotec Upgrade 2450 F6A to F6+ Hybrid Radio Control System		1	$116,133.00	$ 116,133.00
004	EOD	Remotec Upgrade 2450 F6A to F6+		1	$74,633.00	$ 74,633.00
					TOTAL	$ 340,766.00

PREPARED BY: William Walsh TITLE: Major

Exhibit E

EXHIBIT E

Date: _____

Georgia Emergency Management Agency
OJP State Domestic Preparedness Equipment Program
Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting **actual** expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to Budget Worksheet for information needed in the following section ***

Budget Worksheet Number:_____ GAN Number:_____ FIPs Number:_____

Applicant:_____ Area: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Requested Cost	Description of Documentation Attached in Support of this Payment Request
	(from Continuation sheet attached)			
	SUBTOTAL			
	TOTAL			
	NET AMOUNT REQUESTED			

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be refunded to the State of Georgia within 30 days of receiving the deobligation notice.

_____ _____ _____

Signature of Subgrantee's Authorized Representative | Printed Name | Contact Phone Number

Exhibit F

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No.4040-0009
Expiration Date 04/30/2008

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paln in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Completed on submission to Grants.gov	* TITLE
* APPLICANT ORGANIZATION	* DATE SUBMITTED Completed on submission to Grants.gov

OMB Approval No. 4040-0007
Expiration Date 04/30/2008

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Completed on submission to Grants.gov	* TITLE
* APPLICANT ORGANIZATION	* DATE SUBMITTED Completed on submission to Grants.gov

Exhibit G

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

Exhibit H

GEORGIA EMERGENCY MANAGEMENT AGENCY
State Homeland Security Program

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FISCAL YEAR / PART	FIPS NO.	BW #	DATE SUBMITTED	REPORTING PERIOD (EXAMPLE 4/1/05-6/30/05)
	APPLICANT (Agency/ Department)	COUNTY	AREA	GAN NO.
ADDRESS		CONTACT NAME		CONTACT Phone / ALTERNATE NO.

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical Supplies (MED), 10. Power Equipment (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O)

COST ESTIMATE

ITEM NO	CATEGORY	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A)	AMOUNT EXPENDED(B)
					$ -		
					$ -		
					$ -		

Exhibit I

Fisher Safety
A Fisher Scientific Company

GEMA Order Receipt Acknowledgement

Remit to: GEMA- Georgia Emergency Management Agency
PO Box 18055, Atlanta, GA 30316

Ship To (Customer Name)	Invoice Number	Order Number	Date Invoiced	Part Number	Vendor Description	Manufacturer Number	UOM	QTY	SHIP	Sales $	Cost	Order Number	Date Ordered	Ship Via	Date Received	Qty Received
SAMPLE																

The subgrantee MUST properly receipt and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. **For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Order Receipt Acknowledgement Form must be completed and submitted to GEMA immediately upon receipt.** If this form is not submitted to our office, funds associated with the purchased equipment will be deobligated from your grant and must be reimbursed to the state.

Order Received Confirmation Signature _____ Date _____

Exhibit J

Department of Homeland Security, FEMA
Grant Programs Directorate

September 17, 2010 *Washington, D.C. 20531*

Mr. Charley English
Georgia Emergency Management Agency/Homeland Security
935 East Confederate Avenue
PO Box 18055
Atlanta, GA 30316-0055

Dear Mr. English:

I am pleased to inform you that the Grant Programs Directorate has approved the application for funding under the FY 2010 Homeland Security Grant Program in the amount of $33,716,473 for Georgia Emergency Management Agency/Homeland Security. Through this accord, the Georgia Emergency Management Agency will use grant funding in the amount of $33,716,473 from the Fiscal Year 2010 Homeland Security Grant Program (HSGP). Funds will support efforts related to providing an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Luis Garcia, Program Manager at (202) 786-9602;
- Financial and Payment Questions, Grants Management Division (GMD) at (866) 927-5646, or send an email to ask-GMD@dhs.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Elizabeth M. Harman
Assistant Administrator Grant Programs Directorate

Enclosures

Exhibit K

Grant Programs Directorate

Homeland Security

OMB Control#: 1660-0115
Expiration Date: 10/31/2013
FEMA Form: 024-0-1

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

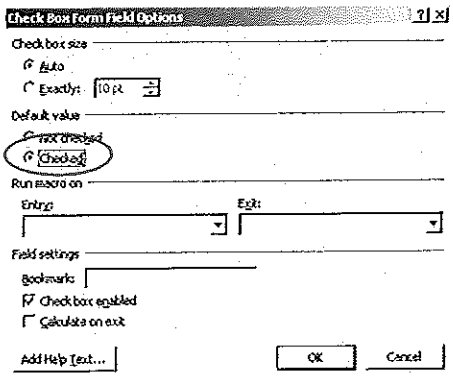
Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660- 0115) ***NOTE: Do not send your completed form to this address.***

Completing the Screening Form:

This form must be attached to all project information sent to the Grant Programs Directorate (GPD) to initiate environmental and historic preservation (EHP) compliance review, per the National Environmental Policy Act (NEPA) and other EHP laws and executive orders. *There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, table-top exercises and functional exercises, or purchase of mobile and portable equipment where no installation needed.* Information Bulletin 345 (September 1, 2010) provides details on these activities. The form must be completed by someone with in-depth understanding of project details and location. Completion of this form does not conclude the EHP review process and FEMA may need to contact you for further information. Not providing requested information may result in funding release delays. This form is intended to be completed electronically. The following website provides a version of this form that is suitable for printing and completing by hand as well as additional guidance such as on how to make an aerial map: http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm#5.

To check (X) a box (for example, ☐ Yes ☐ No), left double-click using your mouse and a Check Box Form Field Options box will appear, then under the Default Value, select Checked and press OK (see figure, right). To write in a text field (_____), select the text field with your mouse and begin typing.



Submit completed form with necessary attachments to GPDEHPInfo@dhs.gov *with the following information in the e-mail subject line: EHP Submission: Project Title, Subgrantee Name; Grant Award Number* ***(Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345).***

Complete all of Section A, Section B, all of each portion(s) of Section C corresponding to checked blocks in Section B, and all of section D that apply to the project.

A. PROJECT INFORMATION (complete all)

DHS Grant Award Number: _____ Grant Program: _____

Fiscal Year: _____

Project Title: _____

Grantee (SAA): _____ Sub grantee: _____

Grantee POC: _____ Subgrantee POC: _____

Mailing Address: _____ Mailing Address: _____

E-mail: _____ E-mail: _____

Dollar value of grant (*if known*): _____

B. PROJECT TYPE

Please check ALL the block(s) that best fit the scope of the project.

☐ 1. Training and Exercises. Go to page 2. Complete all of Section C.1.

☐ 2. Purchase of Equipment. Go to page 3. Complete all of Section C.2.

☐ 3. Physical security enhancements. Go to page 3. Complete all of Section C.3.

☐ 4. Renovations/upgrades/modifications to existing structures. Go to page 3. Complete all of Section C.4.

☐ 5. New construction/addition. Go to page 4. Complete all of Section C.5.

☐ 6. Communication towers, related equipment, and equipment shelters. Go to page 5. Complete all of Section C.6.

☐ 7. Other. If your project does not match any of these categories, go to page 6. Complete Section C.7

The following information is required to initiate EHP review of the project. Based on the project's scope of work, determine which project type applies below and complete that section. For multi-component projects or those that may fit into multiple project types, complete the section that best applies and provide a complete project description. The project description should contain a brief summary of what specific action is proposed, where it is proposed, and how it will be implemented. If the project involves multiple locations, information for each must be provided. Attach additional pages, if needed.

Provide a complete project description: _____

C. PROJECT DETAILS

1. ☐ **Training and Exercises (*check each that applies*):** ☐ **Classroom-based** ☐ **Field-based**
If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted. All other training must provide the following:

   a. Describe the scope of the proposed training or exercise (purpose, frequency, materials, and equipment needed, number of participants, and type of activities required)
   (*Attach additional pages, if needed*): _____

b. Will the field-based training take place at an existing facility having established procedures for that particular proposed training and exercise, and that conforms with existing land use designations (refer to Information Bulletin #329 (http://fema.dps.mo.gov/empg/IB%20329_20090902.pdf) for further information)? ☐ Yes ☐ No

- If yes, please provide the name and location of the facility (physical training site address or latitude-longitude): _____
- If no, provide the location (physical project address or latitude-longitude) and a full description of the area where training will occur: _____

c. Does the field-based training/exercise differ in any way (including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, type of activities) from previously permitted training exercises and training practices? ☐ Yes ☐ No

- If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____

d. Will any equipment or structures need to be installed to facilitate training? ☐ Yes ☐ No

- If yes, explain how and where this is proposed to be done (*include site-specific color photographs*: _____

2. ☐ **Purchase of equipment (*If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, you do not need to complete and submit this form.)***

a. Specify what equipment, and the quantity: _____

b. Provide AEL number(s) (if known): _____

c. Will this equipment be installed? ☐ Yes ☐ No

- If Yes, go to page 6. Complete Section D.

3. ☐ **Physical security enhancements and or installations (for example: installation of back-up generators, fencing, cameras, building/room access control, bollards, motion detection systems, x-ray machines, and lighting).**

a. Describe what, how, and where improvement(s)/installation(s) will occur in/on the facility/building/structure: _____

b. Provide project location (physical project address and latitude-longitude): _____

c. Will the new equipment/improvements use the existing power supply systems? ☐ Yes ☐ No

- If no, describe new power source and installation (such as utility trenching): _____

d. If generator installation, please state the capacity (KW): _____

- If a separate fuel tank is also included, describe if it is to be installed above or below ground, and its capacity (gallons): _____

e. Go to Page 6. Provide additional project details in Section D.

4. ☐ **Renovations/upgrades/modifications to existing structures.**

a. Provide detailed description of modifications: _____

b. Provide project location (physical project address and latitude-longitude): ..... _____

c. Will any equipment need to be installed? ..... ☐ Yes ☐ No

- If yes, please note in Section 2, (purchase of equipment).

f. Go to Page 6. Provide additional project details in Section D.

5. ☐ **New construction/addition (for example: emergency operations centers, docks, piers, security guardhouse).**

a. Provide detailed scope of work (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): ..... _____

b. Provide project location (physical project address or latitude-longitude):..... _____

c. Will any equipment need to be installed? ..... ☐ Yes ☐ No

- If yes, please note in Section 2 (purchase of equipment).

d. Will the new building/facility/renovations use existing utilities? ..... ☐ Yes ☐ No

- If no, describe installation of new utilities in (a) above (including trenching): ..... _____

e. Go to Page 6. Provide additional project details in Section D.

6. ☐ **Communication towers, related equipment, and equipment shelters**

a. Provide a detailed description of the project..... _____

b. Provide project location (physical project address or latitude-longitude: ..... _____

c. Provide the elevation above mean sea level of the project location:..... _____

d. For projects involving antenna(s) installations on existing towers:

- Provide the height of the existing tower: ..... _____
- The height of the tower following the installation of the new antenna(s):..... _____

e. For new tower projects, state the total height (in feet) of the communication tower or structure including any antennae to be mounted:..... _____

- If the proposed tower height is greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: ..... _____
- Will the tower be free-standing or require guy wires? ..... ☐ Free standing ☐ Guy wires
- If guy wires are required, state number of bands and how many: ..... _____
- State why a guyed tower is needed to meet the requirements of this project: ..... _____
- What kind of lighting will be installed, if any (for example: white strobe, red strobe, or steady burning?): ..... _____

f. A general description of terrain (For example: mountainous, rolling hills, flat to undulating):..... _____

g. Describe the frequency and seasonality of fog/low cloud cover:..... _____

h. Provide a list of habitat types and land use on and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) waterbody, marsh): .....

i. Is there evidence of bird roosts or rookeries present within ½-mile of the proposed site? ..... ☐ Yes ☐ No

a. If yes, describe:.....

- Distance to nearest wetland area (for example: forested swamp, marsh, riparian, marine) and coastline if applicable: .....

i. Distance to nearest telecommunication tower: .....

j. Have measures been incorporated for minimizing impacts to migratory birds?..... ☐ Yes ☐ No

- If yes, describe:.....

k. Has an FCC registration been obtained for this tower? ..... ☐ Yes ☐ No

- If yes, provide Registration #: .....

l. Has the FCC E106 process been completed?..... ☐ Yes ☐ No

m. Has the FCC Tower Construction Notification System (TCNS) process been completed?..... ☐ Yes ☐ No

- If yes, attach all relevant environmental documentation submitted as part of the registration process including use of the Tower Construction Notification System (TCNS), if applicable. FRN#.....

n. Will any equipment or structures need to be installed? ..... ☐ Yes ☐ No

- If yes, explain what type how and where this is proposed to be done (*attach additional pages, if pages needed)*: .....

o. Will equipment be co-located on existing FCC licensed tower or other structure?..... ☐ Yes ☐ No

- If yes, identify the type of structure:.....

p. Go to Page 6. Provide additional project details in Section D.

7. ☐ **Other.** For any project that does not fit a category listed above, please provide a thorough summary of the proposed action and location. Include as much detail as necessary to ensure someone not personally familiar with the project is able to conduct an EHP review.

a. Project Summary: _____

b. Provide additional project details in Section D.

D. OTHER PROJECT RELATED INFORMATION (complete all that apply)

The following website may provide some additional EHP related guidance and resources to help complete this section http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm#5.

1. If work is proposed on/in an existing building(s) or structure(s) provide the year built:.....

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, please provide the year(s) and briefly describe the nature of remodeling: .....

2. If the project affects the exterior of the building, are there any known buildings and/or structures that are 45 years or older in the immediate project area?..... ☐ Yes ☐ No/NA

- If yes, please provide the location, ground-level color photos of these, and identify their location(s) on the aerial map.

3. Is the building or structure on which work is proposed a historic property or in a historic district, or are there any adjacent historic properties? ..... ☐ Yes ☐ No
   - Information about historic properties may be found on the National Register of Historic Places at http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome or the respective State Historic Preservation Office may have information on their website.
4. Will ground disturbance be required to complete the project?..... ☐ Yes ☐ No
   - If yes, provide total extent (depth, length and width) of each unique ground disturbing activity. Light poles, bollards and fencing are each unique ground disturbing activities (For example, six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep):..... _____
5. Has the ground been previously disturbed? ..... ☐ Yes ☐ No
   - If yes, please describe the current disturbed condition of the area (for example, parking lot, roadway right-of-way, commercial development): ..... _____
6. Are there technical drawings or site plans available, if yes please attach. . ..... ☐ Yes ☐ No
7. Attach color site photographs:
   - Ground-level color site photos that provide context and show where site work/physical installations are proposed (label photos),
   - Ground-level color photographs of each side of the building involved.
   - Aerial color photograph with project limits outlined and with the location of any proposed installations identified.
   - Aerial color photograph(s) showing all ground disturbing activities (if applicable).
8. Is the project part of an approved plan such as a Master Plan or an Implementation Plan or any larger action/project? ..... ☐ Yes ☐ No
   - If yes, provide the plan/project name and brief description:..... _____
9. Is there any *previously* completed environmental documentation for this project (for example: Environmental Impact Statement, Environmental Assessment, wetland delineation, archaeological study)?..... ☐ Yes ☐ No
   - If yes, please attach documentation. If a NEPA document, what was the decision? (*Check one, and please attach)*:

     ☐ Finding of *No Significant Impact (FONSI)* or

     ☐ Record of Decision (ROD)

     Name of preparing agency:..... _____

     Date approved:..... _____
10. Is there any *previously* completed agency coordination for this project (for example correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office (SHPO), Tribal Historic Preservation Office (THPO), or permitting agencies?..... ☐ Yes ☐ No
    - If yes, please attach documentation unless included in NEPA documentation identified above.
11. Provide FEMA Flood Insurance Rate Map (FIRM), with project limits outlined. FIRM maps can be created from: http://www.fema.gov/hazard/map/firm.shtm
12. Provide U.S. Fish and Wildlife Service, National Wetlands Inventory (NWI) Map created from: http://www.fws.gov/wetlands/Data/Mapper.html

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130365	

☒ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Police Services			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	mbsmith			Multiple Depts?	No
Budget Type:	Neither			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

to accept a grant awarded by the Georgia Emergency Management Agency (GEMA), Department of Homeland Security (DHS) in the amount of $60,000.00. These funds were awarded to the Gwinnett County Police Departments Hazardous Devices Unit and will be used to purchase explosive detection equipment. Approval/Authorization for the Chairman or designee to execute grant documents and any other necessary documents, subject to review by the Law Department. The grant is 100% funded through GEMA with no matching requirements.

Attachments	Justification Letter, Agreement, Action List
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approve
Department Head	jamartin (4/16/2013)
Attorney	trwilliams (4/26/2013)
Attorney's Comments	

Agenda Purpose Only ☐ As To Form ☒ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	60,000.00	ajbovos (4/19/2013)

Finance Comments	*A grant budget will be established upon approval.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

GWINNETT COUNTY POLICE DEPARTMENT

CHARLES M. WALTERS
CHIEF OF POLICE

770 HI-HOPE ROAD • LAWRENCEVILLE, GA 30043 • P.O. BOX 602 • LAWRENCEVILLE, GA 30046
(770) 513-5210 • FAX (770) 513-5005

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Charles M. Walters, Chief of Police

SUBJECT: Agenda Item 2013-0365 – HDU Grant Agreement

DATE: April 15, 2013

Approval/Authorization to accept a grant awarded by the Georgia Emergency Management Agency (GEMA), Department of Homeland Security (DHS) in the amount of $60,000.00. These funds were awarded to the Gwinnett County Police Department, Hazardous Device Unit (HDU-CBRNE) and will be used to purchase explosive detection equipment to enhance the Gwinnett County Police Departments HDU-CBRNE team capabilities.

Should you have any questions about the agreement, please contact Marcia Callahan-Smith, Grants Manager at 770-513-5206.

CMW:mcs

ACTION REQUESTED – STATE HOMELAND SECURITY PROGRAM
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
CBRNE/HDU Equipment GCID#20130365

1. Acceptance of grant awards from the **Department of Homeland Security, Georgia Emergency Management Agency**; authorization for Chairman to sign grant application, letter of credit signature cards, and related **Department of Homeland Security, Georgia Emergency Management Agency** forms designating persons authorized to request disbursement of grant funds from **Department of Homeland Security, Georgia Emergency Management Agency** to Gwinnett County.

2. Authorization for Chairman to appoint and designate the Director of the Department of Financial Services to approve and execute agreements, contracts, and/or amendments as necessary, with **Department of Homeland Security, Georgia Emergency Management Agency**, municipalities, non-profit agencies, County agencies and financial institutions, etc. for project implementation, as specified and approved by the Board of Commissioners subject to Law Department review. The Board of Commissioners authorizes the Chairman to execute such documents, if necessary, or if required by **Department of Homeland Security, Georgia Emergency Management Agency**.

3. Authorization for Chairman to appoint and designate the Director of Financial Services to approve and submit financial reports.

4. Authorization for Chairman to designate County staff to establish and adjust budgets as delegated in the approved Budget Resolution to cover obligations/expenses in accordance with the intent and actions of the Board of Commissioners.

5. Authorization for Chairman to designate County staff to procure goods and services as delegated in the approved Purchasing Ordinance.

6. Authorization for Chairman to appoint and designate the Director of Financial Services to serve as the "Official Representative" of Gwinnett County with the **Department of Homeland Security, Georgia Emergency Management Agency**.

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

April 4, 2013

RE: FIPS #135-00000-04
GAN #EMW-2012-SS-0063-S01
Budget Worksheet SHO12-032 BW #3004
Gwinnett County Police Department

Honorable Charlotte Nash
Chairman
Gwinnett County Board of Commissioners
770 Hi Hope Road
Lawrenceville, Georgia 30046

Dear Commissioner Nash:

On behalf of Governor Nathan Deal, it is our pleasure to award your agency with a Fiscal Year 2012 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to you agency by the Georgia Emergency Management Agency (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $60,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s).

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to the attention of your grants manager **within 14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Angi Whatley
Public Assistance Division Director

aw/mp
Enclosures
cc: William Walsh, Lieutenant
Gwinnett County Police Department

FISCAL YEAR 2012 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
[STATE HOMELAND SECURITY PROGRAM]

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2012 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007,* and *The Consolidated Appropriations Act, 2012, Division D.* The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, **has awarded the amount of $60,000.00 to Gwinnett County Police Department**, as Subgrantee, in accordance with the **Fiscal Year 2012 Homeland Security Grant Program (HSGP), State Homeland Security Program Grant Program.**

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **Ralph Reichert as the Program Manager** of this program. The Subgrantee's Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee's Authorized Official is the person whose name appears on page ten (10) of this agreement and whose signature appears on page ten (10) of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement, and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change. After all approved items on the approved budget worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate, and any remaining funds will be thereby forfeited by the Subgrantee and such funds shall be deobligated and reallocated by GEMA. If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: September 1, 2012 to April 30, 2014

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date.

Exhibits: Exhibits are attached or attainable via the internet and made a part of this agreement:

Exhibit A — United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B — United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2012 Homeland Security Grant Program Funding Opportunity Announcement (DHS/FEMA FOA), located on the internet at: http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf

Exhibit C NIMS Compliance Form

Exhibit D Approved Detailed Budget Worksheet(s)

Exhibit E Payment Request Form

Exhibit F Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable

Exhibit G Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements, OJP Form 4061/6

Exhibit H Financial Status Report (FSR) Reporting Form

Exhibit I Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Exhibit J U. S. Department of Homeland Security Agreement Articles 2012-09-01, Articles V through XXVIII

Reimbursement and Reporting Requirements

1. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable cancelled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

2. **State Purchases on behalf of Subgrantee:** GEMA may, with the written consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of locals the Subgrantee must provide justification, receive approval from GEMA and provide GEMA with the Written Consent for GEMA to expend these funds. If GEMA does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA. If the Acknowledgement Form is not returned to GEMA in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

3. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of this form is attached as Exhibit H to this agreement.

4. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA and cooperate and assist GEMA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA's request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

5. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

Audits, Financial Regulations and Guides

1. **Audits and Monitoring:** The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, auditors or representatives shall have access to any books, documents, papers, property and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority federal or state law, including *The Consolidated Appropriations Act, 2012, Division D* (Public Law 112-74).

2. **Laws, Regulations and Program Guidance:** The Subgrantee shall comply with all applicable laws, regulations, and administrative requirements. A non-exclusive list of regulations is listed below. Referenced Code of Federal Regulations (CFR) sections may be accessed online at www.gpoaccess.gov/ecfr/.

   A. Administrative Requirements

   1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)
   2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles

   1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
   4) 48 CFR 31.2, Federal Acquisition Regulations (FAR) Contract Cost Principles with Commercial Organizations

   C. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

   The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A).

   1) Subgrantees that expend $500,000 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Grant Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and with the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133/a133.html. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

   2) In addition, Subgrantees must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

   3) If required to submit an audit report under the requirements of OMB Circular A-133, Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed

Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. **Office of Management and Budget (OMB) Circular A-87 Inventory Requirements:**

The Subgrantee agrees to comply with the requirements of OMB Circular A-87 and specifically, without limitation, agrees to comply with the requirement to take physical inventories of any equipment received through this subgrant at least once every two years.

E. **Data Universal Numbering System (DUNS) Number Requirement:**

No entity may receive a subgrant under this award unless GEMA has received the DUNS number for the prospective subgrantee.

F. **Federal Funding Accountability and Transparency Act (FFATA):**

(a) All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. Subgrantee is responsible for providing any information requested by GEMA to complete the required report.

(b) Unless exempt, Subgrantee shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

(i) In Subgrantee's preceding fiscal year, Subgrantee received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

(c) Additional information regarding the FFATA requirements can be found at www.whitehouse.gov/omb/open, www.USAspending.gov, and www.fsrs.gov

3. **Financial and Administrative Requirements:** The Subgrantee agrees to comply with all applicable federal and state financial and administrative requirements. As an aid, guidelines are included in this agreement and the current edition of the United States Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations (DHS/OGO), Financial Management Guide (Financial Guide) (Exhibit A).

4. **Accounting System:** The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the subgrantee is managing federal and state financial assistance programs in compliance with the all applicable laws and regulations, including, without limitation the requirements specified in the Financial Guide and this agreement.

5. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia's 2012 HSGP grant. Refer to the Financial Guide (Exhibit A) and relevant federal and state requirements for exceptions which would require a longer record retention period.

6. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee for other projects under this program, or under this or other agreements.

7. **Payment of Funds to GEMA:** In addition to any other remedies available, the parties agree that GEMA will be entitled to payment from the Subgrantee for any funds paid by the state or for which the state is responsible to pay on behalf of the Subgrantee for which GEMA is unable to receive payment from or will be required to repay the grant funds due to the Subgrantee's failure to cooperate in providing the required documentation showing receipt of the goods or services or other failure on the part of the Subgrantee, including without limitation timely completing and returning to GEMA the Acknowledgment Form attached as Exhibit I.

National Initiatives

1. Subgrantee agrees to comply with all applicable terms and conditions of the FY 2012 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) (Exhibit B), including without limitation compliance and/or alignment with the FY 2011 NIMS implementation plan. The list of objectives against which progress and achievement are assessed and reported can be found at http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm#item. The Secretary of Homeland Security, through the National Integration Center (NIC), publishes the standards, guidelines and compliance protocols for determining whether a local, state, tribal or federal government has implemented NIMS. State, territory, tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the current compliance activities, as determined by the National Incident Management System Compliance Assistance Support Tool (NIMSCAST). Additional information on achieving compliance is available through the FEMA National Integration Center (NIC) at http://www.fema.gov/emergency/nims/, FEMA-NIMS@dhs.gov or 202-646-3850.
In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the original signed Grantee-Subgrantee Agreement. For the next grant period, NIMSCAST will be the required means to report NIMS compliance.

2. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

3. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hseep.dhs.gov.

(a) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

(b) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hseep.dhs.gov/ and must be preapproved by the GEMA Exercise Program Manager.

(c) Subgrantee must report to the GEMA Exercise Program Manager prior to conducting scheduled exercises and provide the Program Manager with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the FY12 HSGP DHS/FEMA FOA (Exhibit B).

(d) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at www.fema.gov/emergency/nims/.

Special Conditions

1. The Subgrantee agrees to use all grant funding awarded from the Fiscal Year 2012 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 HSGP DHS/FEMA FOA (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2012 HSGP grant application submitted by GEMA to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA.

4. The Subgrantee agrees to comply with the FY2012 Homeland Security Grant Program Agreement Articles issued by the U.S. Department of Homeland Security, Articles V through XXVIII, attached to this agreement as Exhibit J.

5. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as GEMA determines needed. Subgrantee shall sign any other Mutual Aid Agreements GEMA or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

6. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:

   (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.

   (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.

(c) Each EOD and EOD K-9 team shall participate in the Georgia Explosives Response and Reporting Network (GERRN) as requested and to the extent requested by GEMA, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA. Once activated, use of the GERRN may supersede conditions (a) and (b).

7. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://rdb.gema.ga.gov.

8. Non-Supplanting Requirement: The Subgrantee agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or grantees may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds will be used to supplement, but not supplant, state or local funds for the same purposes.

9. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or requests for information or data collection, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

10. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in federal and state laws and regulations.

11. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in the current edition of the Financial Guide (Exhibit A).

12. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA and DHS.

13. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

14. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

15. Copyright: The Subgrantee understands and agrees that for any copyrightable work based on or containing data first produced under grant funding, the Subgrantee grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including grant award number) to any work first produced under this grant award.

16. (a) Subgrantee shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with FEMA, through GEMA, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

(b) The subgrantee shall provide any information requested by GEMA or by FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities may occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA through GEMA and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

(c) Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment and certain non-construction projects. Subgrantee shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities that have been initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

(d) For more information on FEMA's EHP requirements, Subgrantee should refer to FEMA's Information Bulletins 329, 345, 356, and 371, available on the internet at:

http://www.fema.gov/pdf/government/grant/bulletins/info329
http://www.fema.gov/pdf/government/grant/bulletins/info345
http://www.fema.gov/pdf/government/grant/bulletins/info356
http://www.fema.gov/pdf/government/grant/bulletins/info371

Additional information can be found on the internet at:
http://www.fema.gov/government/grant/bulletins/index.shtm

17. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms") located on the web at https://www.firstrespondertraining.gov/admin/main.jsp

18. Subgrantee agrees that funds from the FY 2012 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA FOA (Exhibit B) and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(i) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located on the Web at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf.

(ii) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

(iii) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the three-year federal funding period.

(c) Provide GEMA with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FOA (Exhibit B) and Information Bulletin 288.

19. All Subgrantees leveraging FY 2012 HSGP funds in support of information sharing and intelligence fusion and analysis centers are encouraged to leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN).

20. Any subgrantee receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV-related costs, agrees to comply with the following requirements:

(a) Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA-sponsored MCV exercise annually and at least one GEMA-sponsored statewide MCV exercise biennially. Any agency who cannot meet the compliance requirement due to an unforeseen event in any year must request approval from GEMA to be excused from the requirement, providing a reasonable justification for failing to comply with the requirement.

(b) Each agency receiving an HSGP funded MCV will provide GEMA with updated vehicle equipment capability and inventory data as requested.

21. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

22. The Subgrantee understands that beginning on July 1, 2007, any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement: There shall be no changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.

3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: _____
Authorized Grantee

_____
Signature Date

By: _____
Subgrantee's Authorized Official

_____
Signature Date

_____
Printed or Typed Name of
Subgrantee's Authorized Official

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefitting from funding.

In federal Fiscal Year 2011, state agencies, tribes, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2011 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST). This document describes the actions that jurisdictions must have taken by September 30, 2011 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at www.fema.gov/nims

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements. (NIMSCAST and/or Implementation Plan)
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- ☐ Implementation plan exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☐ Complete IS-700 NIMS: An Introduction
  - ☐ Complete IS-800 NRP: An Introduction
  - ☐ Complete ICS 100 and ICS 200 Training
  - ☐ Implement ICS-300 Intermediate ICS
  - ☐ Implement ICS-400 Advanced ICS
- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements
  - ☐ Implement IS-701: NIMS Mutliagency Coordination Systems (MACS)
  - ☐ Implement IS-702: NIMS Public Information
  - ☐ Implement IS-703: NIMS Resource Management
  - ☐ Implement IS-704: NIMS Communications & Information Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- ☐ Incorporate corrective actions into preparedness and response plans and procedures.
- ☐ Inventory community response assets to conform to homeland security resource typing standards.
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.

Authorized Signature: _____ **Date:** _____ **Agency:** _____

Exhibit D

GEORGIA EMERGENCY MANAGEMENT AGENCY

FY 2012 DHS HSGP, State Homeland Security Grant Program (SHSP) *(SHADED AREAS ARE FOR GEMA USE ONLY)*

State on behalf of local? (Mark One) Yes No X	FIPS NO. 135-00000-04	SHEET # SHO12-032 BW#3004	DATE SUBMITTED or REVISED	For SHSP and UASI program awards only: Law Enforcement Terrorism Prevention award? (Mark one) Yes x No
Federal ID No. 58-6000835	SUBGRANTEE (Agency/ Department) Gwinnett County Police Department	COUNTY Gwinnett	GEMA AREA 7	GAN NO. EMW-2012-SS-00063-S01
STREET ADDRESS 770 HI-Hope Road		Send Contract To (Name/Title): Charlotte Nash, Chairman, Board of Commissioners		Program Contact (Name/Title): Sgt. Coleman/Major Walsh
City, State, ZIP Code Lawrenceville , Georgia 30043		Contract Recipient Phone and Email: 770 822-8000 charlotte.nash@gwinnettcounty.com		770 513-5817 rusty.coleman@gwinnettcounty.com bill.walsh@gwinnettcounty.com

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16.Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG)

Investment Justification = 4 **Specify on this line the Investment Justification associated with the project to be funded.** One per application.
Choose one: 1. Support Georgia's Fusion Center, 2. Metropolitan Medical Response System (MMRS), 3. Strengthen Infrastructure Protection (CI/KR), 4. Improvised Explosive Device Planning and Response, 5. Planning, Training and Exercises, 6. Interoperable Communications, 7. Search and Rescue, 8. CBRNE Detect, Respond, and Decon, 9. Law Enforcement Special Operations, 10. Agro-Security Program, 11 Critical Infrastructure Assessment and Defense Program, 12. Medical Surge, 13. Support Statewide Emergency Operations

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5.

Discipline = LE **Specify discipline on this line:** Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	STATE GOAL, OBJECTIVE, STEP	QUANTITY	COST EACH	TOTAL COST
001	2	Render Safe Procedure Tools		1	$5,100.00	$ 5,100.00
002	1	Powered Air Purifying Respirator		8	$900.00	$ 7,200.00
003	2	Digital Imaging Plates		12	$1,250.00	$ 15,000.00
004	2	Disruptor TITAN		4	$6,500.00	$ 26,000.00
005	2	RadiographyAccessory Kit		2	$1,400.00	$ 2,800.00
006	2	Electrical Current Probes		6	$650.00	$ 3,900.00
					TOTAL	**$ 60,000.00**

PREPARED BY: Sgt. Coleman/Major Walsh	TITLE: Hazardous Devices Unit	

Exhibit E

EXHIBIT E

Date: _____

Georgia Emergency Management Agency
OJP FY04 State Domestic Preparedness Equipment Program
Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to Budget Worksheet for information needed in the following section *_**

Budget Worksheet Number: _____ GAN Number: _____ FIPs Number: _____

Applicant: _____ Area: _____

	(from Continuation sheet attached) SUBTOTAL			
	TOTAL			
	NET AMOUNT REQUESTED			

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be refunded to the State of Georgia within 30 days of receiving the deobligation notice.

_____ _____ _____

Signature of Subgrantee's Authorized Representative | Printed Name | Contact Phone Number

Exhibit F

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

OMB Approval No. 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Exhibit G

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

_____

_____

2. Application Number and/or Project Name:

_____

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

_____

_____

5. Signature 6. Date

Exhibit H

Office of Homeland Security - GEMA
State Homeland Security Program

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FISCAL YEAR / PART	FIPS NO.	BW #	DATE SUBMITTED	REPORTING PERIOD (EXAMPLE 3/1/05-5/31/05)
Fiscal Year 2005				
	APPLICANT (Agency/ Department)	COUNTY	AREA	GAN NO.
ADDRESS		CONTACT NAME		CONTACT Phone / ALTERNATE NO.

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical Supplies (MED), 10. Power Equipment (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP) 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O)

COST ESTIMATE

ITEM NO	CATEGORY	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A)	AMOUNT EXPENDED(B)
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
					$ -		
						$ -	

PREPARED BY:

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMA ON A QUARTERLY BASIS THROUGH THE FSR.
PLEASE COMPLETE FORM BY UPDATING INFORMATION IN SECTIONS (A) AND (B) ABOVE.

NOTE: OBLIGATIONS ARE MADE AT THE TIME THAT THE ORDER WAS PLACED. EXPENDITURES ARE MADE WHEN THE INVOICES ARE PAID.

Exhibit I

Fisher Safety
A Fisher Scientific Company

GEMA Order Receipt Acknowledgement

Remit to: GEMA-Georgia Emergency Management Agency
PO Box 18055, Atlanta, GA 30316

SAMPLE

The subgrantee MUST properly receipt and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. **For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Order Receipt Acknowledgement Form must be completed and submitted to GEMA immediately upon receipt.** If this form is not submitted to our office, funds associated with the purchased equipment will be deobligated from your grant and must be reimbursed to the state.

Order Received Confirmation Signature **Date**

Exhibit J

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Georgia Emergency Management Agency
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2012-SS-00063-S01

TABLE OF CONTENTS

Article V DHS Specific Acknowledgements and Assurances
Article VI Lobbying Prohibitions
Article VII Acknowledgement of Federal Funding from DHS
Article VIII Copyright
Article IX Use of DHS Seal, Logo and Flags
Article X Activities Conducted Abroad
Article XI Fly America Act of 1974
Article XII GPD - Drug-Free Workplace Regulations
Article XIII GPD - Trafficking Victims Protection Act of 2000
Article XIV Civil Rights Act of 1964
Article XV Civil Right Act of 1968
Article XVI Americans with Disabilities Act of 1990
Article XVII Age Discrimination Act of 1975
Article XVIII Title IX of the Education Amendments of 1972
Article XIX Rehabilitation Act of 1973
Article XX Limited English Proficiency
Article XXI Animal Welfare Act of 1966
Article XXII Clean Air Act of 1970 and Clean Water Act of 1977
Article XXIII Protection of Human Subjects
Article XXIV National Environmental Policy Act (NEPA) of 1969
Article XXV National Flood Insurance Act of 1968
Article XXVI Flood Disaster Protection Act of 1973
Article XXVII Coastal Wetlands Planning, Protection, and Restoration Act of 1990
Article XXVIII USA Patriot Act of 2001

Article V - DHS Specific Acknowledgements and Assurances
All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such

discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article VI - Lobbying Prohibitions
None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

Article VII - Acknowledgement of Federal Funding from DHS
All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VIII - Copyright
All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article IX - Use of DHS Seal, Logo and Flags
All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article X - Activities Conducted Abroad
All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and assure that appropriate licenses, permits, or approvals are obtained.

Article XI - Fly America Act of 1974
All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XII - GPD - Drug-Free Workplace Regulations
All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Article XIII - GPD - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article XIV - Civil Rights Act of 1964
All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XV - Civil Right Act of 1968
All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C.§ 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XVI - Americans with Disabilities Act of 1990
All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XVII - Age Discrimination Act of 1975
All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVIII - Title IX of the Education Amendments of 1972
All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XIX - Rehabilitation Act of 1973
All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XX - Limited English Proficiency
All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

Article XXI - Animal Welfare Act of 1966
All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. § 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XXII - Clean Air Act of 1970 and Clean Water Act of 1977
All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXIII - Protection of Human Subjects
All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXIV - National Environmental Policy Act (NEPA) of 1969
All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXV - National Flood Insurance Act of 1968
All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

Article XXVI - Flood Disaster Protection Act of 1973
All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of floodprone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXVII - Coastal Wetlands Planning, Protection, and Restoration Act of 1990
All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

Article XXVIII - USA Patriot Act of 2001
All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130368	

☐ Grants ☒ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Sheriff			Date Submitted:	04/16/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - HC			Multiple Depts?	No
Budget Type:	Operating			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

RP025-12, provision of inmate coinless and pay telephone equipment at the Gwinnett County Detention Center on an annual contract (July 15, 2013 through July 14, 2014), to the highest scoring firm Securus Technologies, Inc., estimated revenue $1,000,000.00 (this represents a 30.3% increase in commission over the last contract). Authorization for Chairman to execute contracts subject to approval by the Law Department. Contracts to follow award.

Attachments	Summary sheet, justification letter, tabulations
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	rlconway (4/25/2013)
Attorney	trwilliams (4/30/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$1,000,000	ajbovos (4/26/2013)
Finance Comments	* The expected revenue from this item has been included in the 2013 revenue for Miscellaneous Revenue, Rebates Comm.			

County Clerk Use Only

PH was Held? ☐

Working Session

Action: New Item

Tabled

Motion

2nd by

Vote

SUMMARY – RP025-12

Provision of Inmate Coinless and Pay Telephone Equipment at the Gwinnett County Detention Center on an Annual Contract

PURPOSE:	A revenue based service that provides means for inmates and residents to place phone calls to family, lawyers, etc. from the Gwinnett County Detention Center.
LOCATION:	Gwinnett County Detention Center 2900 University Parkway Lawrenceville
ESTIMATED REVENUE:	$1,000,000.00 anticipated revenue* 80.8% commission
PREVIOUS CONTRACT AWARD AMOUNT:	$850,668.00 revenue
REVENUE FROM PREVIOUS CONTRACT:	$826,680.00 revenue collected 50.5% commission
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	+ 30.3% commission
NUMBER OF BIDS/PROPOSALS MAILED:	20 71 Website viewings
NUMBER OF RESPONSES:	6
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	Yes 7
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	July 15, 2013 through July 14, 2014

COMMENTS: *The recommended vendor offered a Minimum Annual Guarantee (MAG) of $1,000,000.00.

MEMORANDUM

TO: Holly Cafferata, Purchasing Associate III
Purchasing Division

FROM: Sylvia Black, Technical Services Director
Sheriff's Office

SUBJECT: Recommendation Letter for RP025-12

DATE: April 12, 2013

The Sheriff's office requests approval/authorization to award the contract for the Inmate Phone System to Securus Technologies, Inc. The Sheriff's Office is choosing Option B of the best and final offer. The estimated commission to be received by Gwinnett County is $1,000,000.00 based on a commission rate of 80.8%. The commission rate for the previous contract was 50.5% with the annual commission received for last year being $826,680.00. Please note this is revenue producing and does not cost the county anything.

Amount of revenue collected in previous contract period: $826,680.00
Estimated amount to be collected for the current contract: $1,000,000.00

1. Total obligations requested: $ 1,000,000.00

2. Do total obligations agree with "Action Requested"? Yes X No

3. Budgeted: Yes X No

4. Contact name: Sylvia Black Contact phone: 770-822-3839

5. Proposed Revenue:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	001	119000	2730001	41904005		$1,000,000.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130329	

☐ Grants ☒ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Support Services			Date Submitted:	04/08/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SEM			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

OS116, phase VI of the HVAC controls system replacement at Gwinnett Justice and Administration Center, with Honeywell Building Solutions, $582,250.00. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This project is funded by the Capital Project Fund.

Attachments	Summary sheet, justification letter, justification support
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	ajbovos (4/22/2013)
Attorney	fsfields (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Projects	$1,642,923	$582,250	ajbovos (4/23/2013)

Finance Comments	* Amount available in Capital HVAC Replacement.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

SUMMARY – OS116

Phase VI of the HVAC Controls Replacement at Gwinnett Justice and Administration Center

PURPOSE:	This final phase of work includes enhancements to the system's network and communication base and the installation of 540 new digital controllers on the variable volume terminal units (the above ceiling air distribution boxes) throughout the building.
LOCATION:	District 4/Heard Gwinnett Justice and Administration Center
AMOUNT TO BE SPENT:	$582,250.00
PREVIOUS CONTRACT AWARD AMOUNT:	$642,731.00
AMOUNT SPENT PREVIOUS CONTRACT:	$642,731.00*
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	200 consecutive calendar days

COMMENTS: *Amount spent previous contract is based on Phases I through V of this project.

M E M O R A N D U M

THRU: Aaron Bovos, CFO & Deputy County Administrator
Board of Commissioners

TO: Steve Murray, Purchasing Associate III
Purchasing Division

FROM: Michael Plonowski, Director
Facilities Management

SUBJECT: Recommendation for OS116; Phase VI of the HVAC Controls System Replacement at Gwinnett Justice and Administration Center

DATE: April 03, 2013

The Facilities Management Division of the Department of Support Services recommends award of the above referenced procurement to the sole provider, Honeywell Building Solutions in the amount of $582,250.00. The replacement of the HVAC controls system in GJAC with a new Honeywell Building Solutions system was evaluated and approved in mid-2008 under Purchasing's procedure for product standardization and sole source procurement. This is the final phase that has cost $642,731.00 to date. With this upcoming phase, the final project cost will be $1,229,981.00, approximately $70,000.00 less than first projected.

The first five phases of the project have included installation of the core of the system, all of the controls on major equipment (chillers, air handling units, pumps, valves, etc.), the new computer front ends, and all of the panels, software, and programming. These improvements have replaced obsolete equipment and programs, greatly enhanced monitoring of performance and alarms, provided extensive energy management capabilities and reduced repair and maintenance calls. This final phase of work includes enhancements to the system's network and communication base and the installation of 540 new digital controllers on the variable volume terminal units (the above ceiling air distribution boxes) throughout the building. This major work element which was last implemented 14 years ago will be the final step in providing a comprehensive, state of the art and reliable (an increasingly high percentage of the existing controllers no longer function properly) control system.

This project is funded by the Capital Project Fund.

1. Total obligations requested: $582,250.00

2. Do total obligations agree with "Action Requested"? Yes X No_____

3. Budgeted: Yes X No_____

4. Contact name: Michael Plonowski Contact Phone: 822-8015

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	303				M-0007-02-3-03	$582,250.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Sole Source Approval Form

Requesting Department: Support Services/Facilities Management Division

Purchasing Associate: Steve Murray SEM

Description of proposed procurement: Purchase and installation of a new HVAC Controls System for Gwinnett Justice and Administration Center from Honeywell Building Solutions. For budgeting reasons, it was proposed that the implementation of this project be sequenced in six separately funded phases from late 2008 through 2013. Three phases of work have been completed, and the fourth is being initiated through this request at a cost $147,794. This phase includes controls replacements and enhancements associated with the Data Center cooling system, VoIP equipment cooling system, exhaust fans, the building damper closure function and several miscellaneous items. There will be two more phases in 2012 and 2013 with an approximate funding of $750,000. It is requested that this sole source approval cover the balance of the project in these two years.

Reason for sole source request: Attached is a notice of approval of standardization of GJAC HVAC Controls as approved by Purchasing. Also included is an informational summary that we used to explain the rationale for standardization. This standardization is the basis for the sole source request.

Sole Source Provider: Honeywell Building Solutions, 3079 Premiere Parkway, Suite 100, Duluth, GA 30097

Additional cost/savings: The multi-year proposal from Honeywell was approximately $200,000 less than an estimate we had in 2007 for a new competitively bid single contract changeover. Using Honeywell in a phased changeover also promised to be much less expensive than a new vendor in a phased project. In this latter approach the new vendor would have to implement numerous reprogramming tasks and add controllers and translating devices to maintain compatibility with the remaining portion of the Honeywell system. We also would have had to continue to require technical support from Honeywell. All these modifications and services would have added to the cost of a phased changeout with a new vendor. In addition to the above point, it is significant to note, that through the proposed Phase 4 work, Honeywell is roughly $6,000 under their initially proposed budget.

Benefits to the County: The rationale and initial benefit from the phased approach with Honeywell was that it enabled the County to avoid budgeting for the project in a one or two year time frame when it was known the budget would be tight. Instead, the $1.3 million could be spread over six years and still allow for rational and practicable transition between controls systems. Moreover, the phasing has allowed us to deal with the worst problem areas first, reducing the chance of critical breakdowns. From the building operations perspective staying with a Honeywell manufactured system has been a positive. Our staff is familiar with Honeywell equipment and software; and there are Honeywell staff familiar with our systems and facility.

Anticipated annual expenditure: $147,794 – 2011 Budget, $150,000 – 2012, $600,000 – 2013

Requested validity period: Through June 16, 2013

Michael Monowski	9/21/11	
Prepared By	Date	
[signature]	9/22/2011	
Department Director	Date	
Roslyn Tarlac	10-10-11	
Purchasing Director	Date	
Maria Woods	10-13-2011 10/4/2011	
Financial Services Director	Date	
[signature]	10/14/2011	6/30/2013
County Administrator	Date	Expiration of approval

Please return to the Purchasing Division after completion. If an agenda request is required, the Purchasing Division will prepare the agenda request for placement on the _____ agenda for approval by the Board of Commissioners.
Anticipated Agenda Date

RECEIVED
OCT 14 2011
County Administrator's Office

RECEIVED
OCT 12 2011
DIRECTOR'S OFFICE

Department of Support Services
Facilities Management Division

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.7100 • (fax) 770.822.7114

gwinnettcounty

MEMORANDUM

This is an active Standardization that needs a new sole source.

SEM

THRU: Aaron J. Bovos, CFO/Deputy County Administrat
Board of Commissioners

TO: Steve Murray, Purchasing Associate III
Purchasing

FROM: Michael Plonowski, Director
Facilities Management

SUBJECT: Sole Source Procurement Approval
Vendor: Honeywell Building Solutions

DATE: September 21, 2011

Accompanying this letter is a Sole Source Approval Form to permit the purchase of equipment, software, and services from Honeywell Building Solutions for the continuation of the Replacement of the HVAC Controls System in the Gwinnett Justice and Administration Center. The sole source utilization of Honeywell Building Solutions for this purpose is based on the previously approved standardization of Honeywell HVAC Controls, which is documented in the attached e-mail and informational summary. This standardization is through 2013, but the initial sole source approval was through December 31, 2010. Thus, we need to renew the sole source authorization in order to process and submit the BOC agenda request for a 4th Phase of project procurement.

Your assistance in handling this request is appreciated. Please let me know if you have questions or need additional information.

MP:ja

Plonowski, Michael

From: Callan, Scott

Sent: Friday, June 20, 2008 12:17 PM

To: Potts-Cameron, Erica; Plonowski, Michael; Lindsey, Michael

Cc: Hager, Shirley; Hairston, Jeff; LeMaster, Jane; Moxley, Deanna; Potts-Cameron, Erica; Smith, Marcia (Police); Smith, Neena; Snyder, Casey; Baugus, Angela; Bradshaw, Janice; Burke, Diane; Davis, Bryant; Eckert, Susan; Elliott, Patricia; Floyd, Jackie; Gamble, Miria; Hampton, Rich; McWhorter, Shelley; Murphy, Kimberly; Murray, Steven (Purchasing); Parmer, Debra; Porter, Ann; Simonca, Calin; Smith, Angela; Walters, Judy; Wegener, Marilyn

Subject: County Approved Standards

The following items have been standardized effective June 16, 2008 as follows:

- Federal Sirens for Public Safety vehicles for three years;
- SilTanium Permanent Protective Barrier for three years;
- Honeywell Building Solutions on HVAC controls in GJAC for five years.

If these standards will result in a sole source (only available from the manufacturer), then please process the sole source form per procedure. Standardization is an allowable justification for a sole source.

Thank you,

Scott M. Callan
Purchasing Director
Department of Financial Services, Purchasing Division
Lawrenceville, GA 30045
(770) 822-8730 office
(770) 822-8728 fax
scott.callan@gwinnettcounty.com

Request for Standardization with Honeywell Building Solutions
On HVAC Controls in Gwinnett Justice and Administration Center

The building's HVAC Controls System is the automated system that enables us to operate, control and monitor all of the facility's HVAC equipment. The system, based on Honeywell equipment and software, incorporates a central computer system, numerous "zone control" panels, communications wiring, and hundreds of controllers on equipment ranging from the chillers and cooling towers, to all the air handling units, to more than 500 variable air volume (VAV) boxes above the building's ceilings. The HVAC controls system generally is the same one installed in 1988. The only major upgrade was in 1999 when we changed out the central computer system in anticipation of the calendar rollover to the new century and replaced all of the VAV controllers. So today the system is showing its age. In fact it is becoming obsolete and losing its effectiveness. In our 2008 Capital Budget submission we requested $1.5 million funded over two years for a wholesale replacement of the system. This budget request was not approved, and we do not foresee much opportunity for its funding in full over the next few years. Thus, we have developed an alternative approach to funding this replacement over a six year period. However, to do this requires a very incremental approach, which means that much of the existing system must stay in place for several years while new elements are installed and integrated with it. The most cost effective and operationally reliable way to do this is to install a new system that is compatible with the existing Honeywell system. This approach requires that the new system also be a Honeywell system. Although there has been talk for years of an open architecture among controls manufactures, it still does not truly exist. Manufacturers and software systems just do not mix smoothly.

With the above described transition in mind, we have obtained a proposal from Honeywell that will enable us to effect a complete changeover and upgrade of our controls system in six years, with a total expenditure of $1.3 million, actually less than our estimate for a new system in last year's budget. It is critical that we begin this process this year with emergency funding that we have in our HVAC Maintenance Reserve. Therefore, at this time we are requesting approval of Honeywell as a standard for GJAC building controls.

Honeywell Building Solutions

Building Systems Agreement

Proposal Number: 936-SNT20121120-97210
Proposal Name: GC: GJAC - Terminal Unit BAS Upgrade
Project Location: Gwinnett County Justice and Administrative Center
75 Langley Drive, Lawrenceville, GA 30046
Contact: Tommy Howard, tommy.howard@gwinnettcounty.com; (770) 822-7084
Scope: Modifications to Existing Building Automation and Temperature Control System

Provider:
Honeywell Building Solutions
3079 Premiere Parkway, Suite 100
Duluth, GA 30097

Customer:
Gwinnett County
75 Langley Drive
Lawrenceville, GA 30046

A) Base Price :	$	579,930.00 Base Price
B) Add 1: Add for Payment and Performance Bond ($4 per $1k)	$	2,320.00 Add #1
C) Total Price:	$	**582,250.00 Total Price**

☐ Sales Tax will be invoiced separately ☒ Use Tax is included in the Price ☐ This sale is tax exempt

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell per a mutually agreed to schedule of values with monthly progress payments till the project is complete.

This proposal is valid till May 25, 2013.

Proposal Submitted By: _____
(Signature)

Name: **Steve Teachout**
Title: **Business Development Manager**
Phone: **(404) 862-7561** E-mail: **steven.teachout@honeywell.com**
Date: April 4, 2013
Honeywell Building Solutions

Scope of Work – GC: GJAC - Terminal Unit BAS Upgrade (936-SNT20121120-97210)

Honeywell Building Solutions shall provide the following equipment and services ("the Work") in accordance with our discussions with Tommy Howard over the previous three months, review meetings on January 12, 25 & 29 and March 29, 2013 and our over twenty years of experience working with Gwinnett County.

SCOPE OF WORK

1.) **GENERAL CONDITIONS:**

1.1.) This proposal does not include full time project management. Our project manager Sam Torres will coordinate on an as-needed basis via telephone and on site. Our project manager will be assigned to this project for the duration of the project.

1.2.) This proposal includes bi-weekly project meetings to be held at the project site (first to review schedule and major milestones, 2nd once material is on hand, others on bi-weekly basis thereafter).

1.2.1.) Sign off sheets to be turned into County documenting each item to demonstrate completion and functional check out. Need to have signatures of Gwinnett County staff as designated in coordination meetings – digital photo of completed work needs to be included with functional sign off sheet.

1.3.) This Scope of Work is based on a **Project Duration of Approximately Two Hundred Calendar Days** (28 weeks; Detailed Project Schedule to be Completed within 2 Weeks of Project Award; No Major Work During the Major Holiday Weeks of New Years, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day).

1.3.1.) Material Order and Initial Field Prep Work Will Take Approximately Two to Four Weeks.

1.3.2.) Hardware and Software Engineering Will Take Approximately One to Three Weeks.

1.3.3.) Installation Will Take Approximately Twenty Weeks.

1.3.4.) Verification of System Installation Will Take an Additional One to Two Weeks.

1.3.5.) Allowance in Schedule to Handle the Unexpected – Allow One to Two Weeks.

1.3.6.) Owner Demonstration, Training and Acceptance Will Take Place When the Above Are Complete.

1.4.) Furnish **Close Out Documents** Consisting of:

1.4.1.) One Electronic Copy (pdf format) of As-builts

1.4.1.1.) Update Electronic (pdf files) on EBI Server (Graphical Link).

1.4.2.) Furnish Three Copies of Control As-Built Drawings (Paper Copies; One Copy to Get Incorporated into Master Set; Two Sets for Review)

1.5.) Furnish **On-site Training and Demonstration** of Completed Modifications to System.

1.5.1.) Furnish Four Hours of On-site Training and Demonstration of Completed System (Account Manager, Project Manager, and Lead Technician to be present).

2.) **NETWORK:**

2.1.) Tie-in Automatic Temperature Controls to **One Existing Facility Management System** (EBI R410.2; System Number 65943).

2.1.1.) Update and Relocate Database to Virtual Machine as Discussed with County on February 19, 2013 as Required to Accomplish this Scope of Work (Use New Tag Names as Confirmed Prior to Start of New Work).

2.1.2.) Update and Relocate Programming to Virtual Machine as Discussed with County on February 19, 2013 as Required to Accomplish this Scope of Work.

2.1.3.) Update and Relocate Graphics to Virtual Machine as Discussed with County on February 19, 2013 as required to accomplish this Scope of Work (**County to provide CAD Backgrounds to Update Floor Plan Graphics** for All Four Levels).

2.1.3.1.) Updated Floor Plans to Reflect **New Terminal Unit Numbering Scheme** (Review with County Prior to Start of Work).

2.1.4.) Update Existing EBI Software License to Include:

2.1.4.1.) Total Point Capacity of 17,500 Points.

2.1.5.) Furnish and Install One New Adobe Acrobat Professional Software License.

2.1.6.) Furnish and Install One New Microsoft Excel Software License.

2.2.) Furnish and Install Digital Controls for **New Communication Bus (BACnet)** which includes these tasks:

2.2.1.) Furnish and Install **New Routers** for Communication to Terminal Units (These Routers will be Located in the IT/Communication Room near the Area they Serve and Installed in a Wall Mounted Enclosure).

2.2.1.1.) Furnish and Install New Ethernet Cable from Each New Router to the County Designated Patch Panel and Jack.

2.2.1.2.) Furnish and Install New 24V Power Supply and tie-in to Existing Emergency Power as discussed with County IT Department and Facilities Department (110V Plug into Outlet of Existing 110V Power Strip on Emergency Power – Do not tie directly into any of the Three Emergency Power Circuits – these are for existing and future IT Department needs).

2.2.1.3.) Router Locations:

2.2.1.3.1. **Lower Level**: Mount in existing panel in Control Room and run low voltage emergency power from transformer mounted in Communication Closet fed by CRAC-1.

2.2.1.3.2. **First Floor West**: Mount in new panel in Mechanical Room with AHU-14 and run low voltage emergency power from transformer with 110V whip with plug into existing 110V power strip mounted in Communication Closet fed by CRAC-3 (See 11x17 temporary sign mounted in room for location).

2.2.1.3.3. **First Floor East**: Mount in new panel in Communication Room 1R and run 110V whip with plug to existing 110V power strip fed by emergency power (See 11x17 temporary sign mounted in room for location).

2.2.1.3.4. **Second Floor West**: Mount in new panel in Communication Room with CRAC-6 and run 110V whip with plug to existing 110V power strip fed by emergency power (See 11x17 temporary sign mounted in room for location).

2.2.1.3.5. **Second Floor East**: Mount in new panel in Communication Room with CRAC-19 on **third floor** and run 110V whip with plug to existing terminal strip fed by emergency power (See 11x17 temporary sign mounted in room for location).

2.2.1.3.6. **Third Floor West**: Mount in new panel in Communication Room with CRAC-9 and run 110V whip with plug to existing 110V power strip fed by emergency power (See 11x17 temporary sign mounted in room for location).

2.2.1.3.7. **Third Floor East**: Mount in new panel in Communication Room with CRAC-19 on Third Floor and run 110V whip with plug to existing terminal strip fed by emergency power (See 11x17 temporary sign mounted in room for location).

3.) <u>LOWER LEVEL</u>

3.1.) Furnish and Install Digital Controls for **Forty Six Existing Variable Volume Terminal Units** (some with Existing Hot Water Reheat Coils), which includes these tasks:

3.1.1.) Demo Existing Controls from Existing Terminal Units.

3.1.2.) Demo Existing Communication Bus.

3.1.3.) Furnish and Install New Electric Actuators (Damper Actuation).

3.1.4.) Furnish and Install New Digital Controllers.

3.1.5.) Furnish and Install Digital Controls for New Space Temperature Sensors (Corridors, Rest Rooms, Waiting Areas and Lobby's get Sensor Only; Set Point Adjustment in Offices and Conference Rooms; All Sensors Located Where Existing Space Sensors are Located).

3.1.5.1.) Furnish and Install Two New Labels per Terminal Unit (One Located on the Sensor and One Located on the Ceiling Grid; County to Furnish Plastic Base for Label on Grids as Discussed).

3.1.6.) Furnish and Install Digital Controls for New Supply Air Temperature Sensors.

3.1.7.) Furnish and Install Digital Controls for Existing Control Valves.

3.1.8.) Furnish and Install New Communication Bus (New Bus Installed Tight to Structure, Except in Areas that are difficult to access).

4.) **<u>FIRST FLOOR</u>**

4.1.) Furnish and Install Digital Controls for **Seven Existing Court Rooms** (1A, 1B, 1C, 1D, 1E, 1F & Probate; Total of 14 Terminal Units), which include these tasks:

4.1.1.) Demo Existing Controls from Existing Terminal Units (Two per Court Room).

4.1.2.) Demo Existing Communication Bus.

4.1.3.) Furnish and Install New Electric Actuators (Two per Court Room; Bench and Seating Area).

4.1.4.) Furnish and Install New Digital Controllers (Two per Court Room; Bench and Seating Area).

4.1.5.) Furnish and Install Digital Controls for New Space Temperature Sensors (Two per Court Room; Bench and Seating Area; Sensor Only in Public Area with **Wireless Remote Set Point** Adjust at Bench for Seating Area; Set Point Adjust for Sensor at Bench).

4.1.5.1.) Furnish and Install Two New Labels per Terminal Unit (One Located on the Sensor and One Located on the Ceiling Grid; County to Furnish Plastic Base for Label on Grids as Discussed).

4.1.6.) Furnish and Install Digital Controls for New Supply Air Temperature Sensors (Two Per Court Room).

4.1.7.) Furnish and Install Digital Controls for Existing Control Valves (Two per Court Room).

4.2.) Furnish and Install Digital Controls for **Two Hundred Four Existing Variable Volume Terminal Units.** Some with Existing Hot Water Reheat Coils Note the installation and check out of 27 of these terminal units is not part of this project and will be part of a separate project as per construction documents as prepared by Lindsay Pope Brayfield Clifford and dated March 11, 2013 – their project # is 212022. Tasks include:

4.2.1.) Demo Existing Controls from Existing Terminal Units.

4.2.2.) Demo Existing Communication Bus.

4.2.3.) Furnish and Install New Electric Actuators (Damper Actuation).

4.2.4.) Furnish and Install New Digital Controllers.

4.2.5.) Furnish and Install Digital Controls for New Space Temperature Sensors (Corridors, Rest Rooms, Waiting Areas and Lobby's get Sensor Only; Set Point Adjustment in Offices and Conference Rooms; All Sensors Located Where Existing Space Sensors are Located).

4.2.5.1.) Furnish and Install Two New Labels per Terminal Unit (One Located on the Sensor and One Located on the Ceiling Grid; County to Furnish Plastic Base for Label on Grids as Discussed).

4.2.6.) Furnish and Install Digital Controls for New Supply Air Temperature Sensors.

4.2.7.) Furnish and Install Digital Controls for Existing Control Valves.

4.2.8.) Furnish and Install New Communication Bus (New Bus Installed Tight to Structure, Except in Areas that are difficult to access).

5.) SECOND FLOOR

5.1.) Furnish and Install Digital Controls for **Seven Existing Court Rooms** (2A, 2B, 2C, 2D, 2E, 2F & 2G; Total of 14 Terminal Units), which includes these tasks:

5.1.1.) Demo Existing Controls from Existing Terminal Units (Two per Court Room).

5.1.2.) Demo Existing Communication Bus.

5.1.3.) Furnish and Install New Electric Actuators (Two per Court Room; Bench and Seating Area).

5.1.4.) Furnish and Install New Digital Controllers (Two per Court Room; Bench and Seating Area).

5.1.5.) Furnish and Install Digital Controls for New Space Temperature Sensors (Two per Court Room; Bench and Seating Area; Sensor Only in Public Area with **Wireless Remote Set Point** Adjust at Bench for Seating Area; Set Point Adjust for Sensor at Bench).

5.1.5.1.) Furnish and Install Two New Labels per Terminal Unit (One Located on the Sensor and One Located on the Ceiling Grid; County to Furnish Plastic Base for Label on Grids as Discussed).

5.1.6.) Furnish and Install Digital Controls for New Supply Air Temperature Sensors (Two Per Court Room).

5.1.7.) Furnish and Install Digital Controls for Existing Control Valves (Two per Court Room).

5.2.) Furnish and Install Digital Controls for **One Hundred Sixty Seven Existing Variable Volume Terminal Units**, some with Existing Hot Water Reheat Coils, which includes these tasks:

5.2.1.) Demo Existing Controls from Existing Terminal Units.

5.2.2.) Demo Existing Communication Bus.

5.2.3.) Furnish and Install New Electric Actuators (Damper Actuation).

5.2.4.) Furnish and Install New Digital Controllers.

5.2.5.) Furnish and Install Digital Controls for New Space Temperature Sensors (Corridors, Rest Rooms, Waiting Areas and Lobby's get Sensor Only; Set Point Adjustment in Offices and Conference Rooms; All Sensors Located Where Existing Space Sensors are Located).

5.2.5.1.) Furnish and Install Two New Labels per Terminal Unit (One Located on the Sensor and One Located on the Ceiling Grid; County to Furnish Plastic Base for Label on Grids as Discussed).

5.2.6.) Furnish and Install Digital Controls for New Supply Air Temperature Sensors.

5.2.7.) Furnish and Install Digital Controls for Existing Control Valves.

5.2.8.) Furnish and Install New Communication Bus (New Bus Installed Tight to Structure, Except in Areas that are difficult to access).

6.) THIRD FLOOR

6.1.) Furnish and Install Digital Controls for **Ten Existing Court Rooms** (3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I & 3J; Total of 20 Terminal Units) which includes these tasks:

6.1.1.) Demo Existing Controls from Existing Terminal Units (Two per Court Room).

6.1.2.) Demo Existing Communication Bus.

6.1.3.) Furnish and Install New Electric Actuators (Two per Court Room; Bench and Seating Area).

6.1.4.) Furnish and Install New Digital Controllers (Two per Court Room; Bench and Seating Area).

6.1.5.) Furnish and Install Digital Controls for New Space Temperature Sensors (Two per Court Room; Bench and Seating Area; Sensor Only in Public Area with **Wireless Remote Set Point** Adjust at Bench for Seating Area; Set Point Adjust for Sensor at Bench).

6.1.5.1.) Furnish and Install Two New Labels per Terminal Unit (One Located on the Sensor and One Located on the Ceiling Grid; County to Furnish Plastic Base for Label on Grids as Discussed).

6.1.6.) Furnish and Install Digital Controls for New Supply Air Temperature Sensors (Two Per Court Room).

6.1.7.) Furnish and Install Digital Controls for Existing Control Valves (Two per Court Room).

6.2.) Furnish and Install Digital Controls for **One Hundred Twenty Three Existing Variable Volume Terminal Units**, some with Existing Hot Water Reheat Coils, which includes these tasks:

6.2.1.) Demo Existing Controls from Existing Terminal Units.

6.2.2.) Demo Existing Communication Bus.

6.2.3.) Furnish and Install New Electric Actuators (Damper Actuation).

6.2.4.) Furnish and Install New Digital Controllers.

6.2.5.) Furnish and Install Digital Controls for New Space Temperature Sensors (Corridors, Rest Rooms, Waiting Areas and Lobby's get Sensor Only; Set Point Adjustment in Offices and Conference Rooms; All Sensors Located Where Existing Space Sensors are Located).

6.2.5.1.) Furnish and Install Two New Labels per Terminal Unit (One Located on the Sensor and One Located on the Ceiling Grid; County to Furnish Plastic Base for Label on Grids as Discussed).

6.2.6.) Furnish and Install Digital Controls for New Supply Air Temperature Sensors.

6.2.7.) Furnish and Install Digital Controls for Existing Control Valves.

6.2.8.) Furnish and Install New Communication Bus (New Bus Installed Tight to Structure, Except in Areas that are difficult to access).

7.) PENTHOUSE

7.1.) No work will occur on the penthouse level.

8.) ADDITIONAL INFO AND CLARIFICATIONS

8.1.) This proposal is based on doing the majority of the temperature control work during normal business hours. It is understood that work may need to occur on four Saturdays or evenings to complete work in some areas of the building.

8.2.) During the project there will be periods of time where terminal units will be operating in stand alone mode for several days.

8.3.) This proposal does not include furnishing or installing any new computer hardware or software unless specifically mentioned.

8.4.) This proposal does not include furnishing or installing of any devices or instrumentation unless specifically mentioned (i.e. – Control Relays, Control Valves, Damper Actuators, Fan Status and Pump Status Sensors will be reused unless specifically mentioned).

8.5.) This proposal does not include furnishing or installing any new 110Volt Power, Emergency Power or UPS Power to Any New or Existing Panels.

8.6.) This Scope of Work Includes a **Twelve (12) Month Parts and Labor Warranty.** Warranty Coverage Does Not Include Routine Maintenance as Required (i.e. – Sensor Calibration, etc.). Warranty begins when project is 100% complete and accepted by customer.

8.7.) This Scope of Work Does Not Include any Work During Weeks Containing Major Holidays (New Years, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day) unless specifically mentioned.

8.8.) This Scope of Work Does Not Include any Demolition of ceilings or walls and does not include any **Patching or Painting** of same unless specifically mentioned. Honeywell shall clean up and dispose of its on debris and trash on a daily basis and will vacuum clean floors in areas of work.

8.8.1.) Honeywell will notify the County of Temperature Sensor locations that need to be touched up with paint by the County.

8.9.) This Scope of Work **Does Not Include Furnishing any Spare Parts, Maintenance or Products** unless Specifically Mentioned.

8.10.) This Scope of Work **Does Not Include Any Work on the Fire Alarm System** unless Specifically Mentioned.

8.11.) This Scope of Work **Does Not Include Any Test and Balance or Third Party Commissioning Support** unless specifically mentioned.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130350	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Support Services			Date Submitted:	04/11/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SEM			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

OS117, purchase of a prisoner transport bus, to National Bus Sales and Leasing, Inc., utilizing a State of Georgia competitively procured agreement, base amount $201,993.00. This contract is funded by the Capital Vehicles and Fleet Equipment Fund.

Attachments	Summary sheet, justification letter, justification support
Authorization: Chairman's Signature?	No
Staff Recommendation	Award
Department Head	ajbovos (4/22/2013)
Attorney	fsfields (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Vehicle	* $264,907	$201,993	ajbovos (4/23/2013)

Finance Comments: * Amount available in Corrections - Replacement of Buses.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – OS117
Purchase of a Prisoner Transport Bus

PURPOSE:	Transport inmates to and from work detail and other correctional facilities.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$201,993.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	120 consecutive calendar days

COMMENTS:

MEMORANDUM

DATE: April 11, 2013

THRU: Aaron Bovos
Deputy County Administrator/CFO

TO: Steve Murray, Purchasing Associate III
Purchasing

FROM: Michael Lindsey, Director
Fleet Management Division

SUBJECT: Recommendation for OS117; Purchase of a Prisoner Transport Bus

The Department of Support Services, Fleet Management Division, recommends award of the above referenced procurement to National Bus Sales and Leasing, Inc. in the amount of $201,993.00. This replacement prisoner transport bus will be purchased through the State of Georgia and National Joint Powers Alliance Contract. This contract is the result of a competitive bid process and allows local governments to take advantage of the buying volume of this national organization and is the most cost effective solution. Moreover, Fleet Management will further the standardization of bus chassis components common to the Gwinnett County Fleet by utilizing this cooperative agreement.

This purchase is funded by the Capital Vehicles and Fleet Equipment Fund.

1. Total obligations requested: $201,993.00

2. Do total obligations agree with "Action Requested"? Yes X No ____

3. Budgeted: Yes X No ____

4. Contact name: Michael Lindsey Contact phone: 678-442-3301

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	305				E-0660-01-4-02	$201,993.00

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

GWINNETT COUNTY
CORRECTIONS
BLUE BIRD
GWINNETT COUNTY CORRECTIONS
035

NJPA Contract #022209-TES FYI 2010 Order Form
Public Mass Transit and Transportation Related Vehicles with Accessories and Attachments

MPV Odyssey XLT

Contract Amount $ 201,993.00

Legal Name: Gwinnett County
Address: 75 Langley Drive
City, State, Zip: Lawrenceville, GA 30046
Contact Name: Steven Murray

Phone Number: 770-822-8720
Fax Number: 770-822-8735

Dealer Name: National Bus Sales
Bus Model: Prisioner Tranport Odyssey XLT
Vehicle Spec. #

Bus GVWR: 33,000
Chassis Wheelbase: 315"
Final Build: 42 Pass

Base Price

Cost of Selected Options

Delivery Charge

Recipient Signature: _____ _____ (Date)

Approval: _____ _____ (Date)

Standard Equipment

Power Windows/Doors
Cruise Control
Flat Floor Construction
Fiberglass Front And Rear Cowls
Flush Mounted Bay Windows, Tinted
Driver High Back Captain Seat

Welded Steel Cage Of 1" x 16 Gauge Square Tubing
Off-white FRP Ceiling And Sidewall Panels
1" Polystyrene Foamed Board Insulation
Exterior Color Matching Chassis White
Rubber Floor And Aisle
Additional Grab Rail at Entrance

Qty.	Part ID	Description
1	MP98389F-XL-12	FM2 ODYSSEY XLT - 98"/389" FLOOR/315" WB & FM2 315" WB 8.3L Dsl w/Door 33K GVWR
1	MPDRW504-A	HEHR BAY 31% TINTED WINDOW Top-T-Slider
2	MPSPECIAL	1"X 3" PAD OVER ENTRANCE AND EXIT DOORS
1	PSEOACN250F-XL	ACT-EV106633 16/21 - 135K BTU DUCTED/FREE BLOW
2	MPCLC101	HEATER-AUXILIARY 65K BTU, REAR, 2 SPEED
1	MPCLC103	PUMP-BOOSTER, for AUX. HEATER
1	MPELE335	AM/FM STEREO RADIO/CASSETTE/CD/CLOCK -Satellite ready, In Dash
1	MPSPECIAL	EMERGENCY RADIO POWER POINT
1	MPELE629	BODY LOAD DISCONNECT SWITCH
1	MPFLR104F-XL	RUBBER FLOOR UPGRADE-COLORED, ODYSSEY XL
1	MPSFY101	EMERGENCY AID KIT
1	MPSPECIAL	5 Lb. DRY CHEMICAL FIRE EXTINGUISHER
1	MPSFY502F	DUAL LOCKING FUEL CAPS - FM2
18	MPLTS219	LED INTERIOR DOME LIGHT, EACH - EXCHANGE
1	MPINT207	ASSIST RAIL-ENTRY, RIGHT SIDE, BRT. S.S. Interior
1	MPINT208	ASSIST RAIL - ANGLED AT ENTRANCE DOOR
1	MPEXT103UF-XL	TIRE CARRIER-UNDERFLOOR, ODYSSEY XLT
1	MPEXT104F-XL	SPARE TIRE & WHEEL, ODYSSEY XLT
1	MPEXT208	DIAMOND PLATE REAR BUMPER W/STEP
1	MPEXT210F-XL	AUTOMATIC REAR FOLD-DOWN STEP ODY XLT
1	MPEXT301	TOW HOOKS, REAR ONLY
1	MPEXT713	GRAB HANDLE, ACRYLIC
1	MPPNT205F-XL	COMMERCIAL PAINT - FULL BODY & CAB
1	MPSTS602	2-PT. RETRACTABLE LAP BELT, PER PERSON Guard Seat
1	MPSTS752	DYGERT EXECUTIVE PASS CAPT CHAIRS Guard Seat
1	MPSTSDEAC15	SEAT PEDESTAL for Guard Seat
1	MPPTV101	ODYSSEY, XL & XLT-PTV TOTAL PACKAGE; Electric Side Door Built in Body, HD Rear Emergency Door W/O Window, 9 GA Expanded Metal Rear Security Wall w/Locking Door/Lock Accessed from Rear Security Wall Behind Dr/Co-Pilot w/Lexan Shield Behind Driver, High Security Isolation Cell Behind Driver, Screening over Windows Mounted in Upper Sidewalls Interior Lights, Security Wall Doors Locked & Keyed Alike
1	MPPTV104	EXTRA 8" X 30" WINDOW
1	MPPTV141	MOVEABLE/ADJUSTABLE SECURITY WALL
2	MPPTV205	PRO-LO ESCAPE HATCH W/SECURITY SCREEN
1	MPSPECIAL	HANDCUFF RACK

3	MPSPECIAL	SANTA CRUZ WALL MOUNT GUN LOCK
2	MPPTV300	FREEDMAN CITI-SEAT, NO PAD, SINGLE
20	MPPTV301	FREEDMAN CITI-SEAT, NO PAD, DOUBLE
1		WHELEN LIGHTING PACKAGE

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130351	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Support Services			Date Submitted:	04/11/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SEM			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

OS118, purchase of industrial construction equipment, to Border Equipment, utilizing a State of Georgia competitively procured agreement, base amount $704,427.53. This contract is funded by the Vehicle Replacement Fund.

Attachments	Summary sheet, justification letter, justification support
Authorization: Chairman's Signature?	No
Staff Recommendation	Award
Department Head	ajbovos (4/22/2013)
Attorney	fsfields (4/29/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Vehicle	* $ 3,768,137	$206,623	ajbovos (4/26/2013)
Yes	W&S R&E	* $ 4,203,178	$497,805	

Finance Comments	* Amount available in Fleet Equipment - DWR Water & Sewer project and Fleet Equipment - Transportation project.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

SUMMARY – OS118
Purchase of Industrial Construction Equipment

PURPOSE:	Provide earthmoving equipment for the Department of Transportation and Department of Water Resources to be used for road maintenance, sewer, and water main repairs.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$704,427.53
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	N/A

COMMENTS:

MEMORANDUM

THRU: Aaron J. Bovos, Deputy County Administrator/CFO
Board of Commissioners

TO: Steve Murray, Purchasing Associate III
Purchasing Division

FROM: Michael M. Lindsey, Director
Fleet Management Division

SUBJECT: Recommendation for OS118; Purchase of Industrial Construction Equipment

DATE: April 9, 2013

The Department of Support Services, Fleet Management Division, recommends award of the above referenced procurement to Border Equipment in the amount of $704,427.53 using the State of Georgia contract 99999-SPD-0000043. This contract was the result of a competitive bid process that allows local governments to take advantage of the buying volume of the State.

One Case Skid Steer Loader TV860, one Case Skid Steer Loader V320, two Case compact CX55 Excavators, three Case CX80 Excavators, and two Case 580SN Backhoes.

This purchase is funded by the Capital Vehicles and Fleet Equipment Fund.

1. Total obligations requested: $704,427.53

2. Do total obligations agree with "Action Requested"? Yes X No ____

3. Budgeted: Yes X No ____

4. Contact name: Michael M. Lindsey Contact phone: 678-442-3303

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	504				E-0138-01-4-04	$497,804.99
2013	305				E-0133-02-4-04	$206,622.54

6. Transfer required: Yes No If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

FORD
555E
2445
NEW HOLLAND

KOMATSU
DANGER
426
PC
KOMATSU

GWINNETT
T250
TURBO
HIGH FLOW
111278
Bobcat

BORDER EQUIPMENT

CASE CONSTRUCTION

GA State Contract: *99999-SPD-0000043* **Date:** 3/4/2013

Customer:	**Gwinnett County** 620 Swanson Drive Lawrenceville, GA 30043	***Dealer Rep:***	**Jason Bailey** Border Equipment 3185 Moreland Ave Conley, GA 30288

QTY	EQUIPMENT	SELL PRICE
1	**CASE CX80 Excavator**	$160,407.04
	Travel Alarm	INC / NO CHARGE
	18' Rubber Tracks	INC / NO CHARGE
	Dozer Blade	INC / NO CHARGE
	Control Pattern Selector	INC / NO CHARGE
	Double Acting Bi-direct Aux Hyd	INC / NO CHARGE
	18" Bucket w/Smart Fit Teeth	INC / NO CHARGE
	Pin-On Rake (as Grapple)	INC / NO CHARGE
	Hyd. Quick Coupler	INC / NO CHARGE
	Hyd. Thumb	INC / NO CHARGE
	Beacon Kit	INC / NO CHARGE
	Cab - Heat & A/C	INC / NO CHARGE
	Fire Extinguisher	INC / NO CHARGE
	3 Year/3000 HR Premium Warranty	INC / NO CHARGE
	1 Complete Set of Extra Filters	INC / NO CHARGE
	Total	$160,407.04
	State Discount	(- $60,096.69)
	Grand Total	$100,310.35

BORDER EQUIPMENT

CASE CONSTRUCTION

GA State Contract: *99999-SPD-0000043* **Date:** 3/4/2013

Customer:	**Gwinnett County** 620 Swanson Drive Lawrenceville, GA 30043	***Dealer Rep:***	**Jason Bailey** Border Equipment 3185 Moreland Ave Conley, GA 30288

QTY	EQUIPMENT	SELL PRICE
1	**CASE TV320 Skid Steer Track Loader**	$70,091.00
	Enclosed Cab - Heat & A/C	INC / NO CHARGE
	Fabric Air Suspension Seat	INC / NO CHARGE
	Hyd. Quick Coupler	INC / NO CHARGE
	Front Electric Pkg	INC / NO CHARGE
	84" Low Profile Bucket	INC / NO CHARGE
	84" Bolt On Cutting Edge	INC / NO CHARGE
	Bobcat Attachment Coupler	INC / NO CHARGE
	All Standard TV320 CTL Specs	INC / NO CHARGE
	Total	$70,091.00
	State Discount	(-$23,660.94)
	Grand Total	$46,430.06

BORDER EQUIPMENT

CASE CONSTRUCTION

GA State Contract: *99999-SPD-0000043*

Date: 3/4/2013

Customer:	**Gwinnett County** 620 Swanson Drive Lawrenceville, GA 30043	***Dealer Rep:***	**Jason Bailey** Border Equipment 3185 Moreland Ave Conley, GA 30288

QTY	EQUIPMENT	SELL PRICE
1	**CASE TV380 Skid Steer Track Loader**	$90,058.00
	Canopy - Open ROPS	INC / NO CHARGE
	Vinyl Suspension Seat	INC / NO CHARGE
	Hyd. Quick Coupler	INC / NO CHARGE
	Front Electric Pkg	INC / NO CHARGE
	84" Low Profile Bucket	INC / NO CHARGE
	84" Bolt On Cutting Edge	INC / NO CHARGE
	84" 4-in-1 Bucket w/Edge	INC / NO CHARGE
	Demolition Front Door	INC / NO CHARGE
	Demolition Rear Door	INC / NO CHARGE
	Interior Mirror Kit	INC / NO CHARGE
	Road Light Kit	INC / NO CHARGE
	4 Corner LED Strobe Light	INC / NO CHARGE
	Additional Counterweight	INC / NO CHARGE
	Total	$90,058.00
	State Discount	(-$30,113.6)
	Grand Total	$59,944.40

GA State Contract: *99999-SPD-0000043* **Date:** 3/4/2013

Customer:	**Gwinnett County** 620 Swanson Drive Lawrenceville, GA 30043	***Dealer Rep:***	**Jason Bailey** Border Equipment 3185 Moreland Ave Conley, GA 30288

QTY	EQUIPMENT	SELL PRICE
1	**CASE 580SN 4WD Backhoe**	$141,653.66
	Extendahoe	INC / NO CHARGE
	Heavy Counterweight	INC / NO CHARGE
	Dual Lever Controls	INC / NO CHARGE
	Combo Direct Hyd	INC / NO CHARGE
	24" Backhoe Bucket w/Teeth	INC / NO CHARGE
	Flip Pads	INC / NO CHARGE
	93" Loader Bucket w/Edge	INC / NO CHARGE
	Enclosed Cab w/Heat & AC	INC / NO CHARGE
	3" Seat Belt	INC / NO CHARGE
	AM/FM Radio	INC / NO CHARGE
	Mech. Suspension Fabric Seat	INC / NO CHARGE
	Ride Control	INC / NO CHARGE
	Power Lift	INC / NO CHARGE
	Tool Box	INC / NO CHARGE
	Beacon Light	INC / NO CHARGE
	Fire Extinguisher	INC / NO CHARGE
	Hyd. Thumb	INC / NO CHARGE
	3 Year/3000 HR Premium Warranty	INC / NO CHARGE
	1 Complete Set of Extra Filters	INC / NO CHARGE
	Total	$141,653.66
	State Discount	(- $61,557.42)
	Grand Total	$80,096.24

BORDER EQUIPMENT

CASE CONSTRUCTION

GA State Contract: *99999-SPD-0000043* **Date:** 3/4/2013

Customer:	**Gwinnett County** 620 Swanson Drive Lawrenceville, GA 30043	***Dealer Rep:***	**Jason Bailey** Border Equipment 3185 Moreland Ave Conley, GA 30288

QTY	EQUIPMENT		SELL PRICE
1	**CASE CX55 Excavator**		$104,534.14
	Travel Alarm		INC / NO CHARGE
	4-Way Dozer Blade		INC / NO CHARGE
	Manual Quick Coupler		INC / NO CHARGE
	18" Bucket w/Smart Fit Teeth		INC / NO CHARGE
	Hyd. Thumb		INC / NO CHARGE
	Beacon Kit		INC / NO CHARGE
	Fire Extinguisher		INC / NO CHARGE
	3 Year/3000 HR Premium Warranty		INC / NO CHARGE
	1 Complete Set of Extra Filters		INC / NO CHARGE
	Cab - Heat & A/C	(-$3,573.11)	INC / NO CHARGE
	Hyd. Hammer	(-$7,556.00)	INC / NO CHARGE
Delete	Clamshell Bucket	(-$9,800.00)	INC / NO CHARGE
	Total		$104,534.14
	State Discount		(- $27,391.37)
	Grand Total		$77,142.77

- 9,800.00

$67,342.77

GA State Contract: *99999-SPD-0000043* **Date:** 3/4/2013

Customer:	**Gwinnett County** 620 Swanson Drive Lawrenceville, GA 30043	***Dealer Rep:***	**Jason Bailey** Border Equipment 3185 Moreland Ave Conley, GA 30288

QTY	EQUIPMENT		SELL PRICE
1	**CASE CX55 Excavator**		$104,534.14
	Travel Alarm		INC / NO CHARGE
	4-Way Dozer Blade		INC / NO CHARGE
	Manual Quick Coupler		INC / NO CHARGE
	18" Bucket w/Smart Fit Teeth		INC / NO CHARGE
	Hyd. Thumb		INC / NO CHARGE
	Beacon Kit		INC / NO CHARGE
	Fire Extinguisher		INC / NO CHARGE
	3 Year/3000 HR Premium Warranty		INC / NO CHARGE
	1 Complete Set of Extra Filters		INC / NO CHARGE
	Cab - Heat & A/C	(-$3,573.11)	INC / NO CHARGE
Delete	Hyd. Hammer	(-$7,556.00)	INC / NO CHARGE
	Clamshell Bucket	(-$9,800.00)	INC / NO CHARGE
	Total		$104,534.14
	State Discount		(- $27,391.37)
	Grand Total		$77,142.77
			- $7,556.00
			$69,586.77

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130332	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/08/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Grayson. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	rksteele (4/8/2013)
Attorney	jbsavage (4/15/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$1,125	ajbovos (4/14/2013)

Finance Comments	* The current balance in GOE is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Grayson

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**		**1,549**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	.....	**2,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 2**
Tax Bills - Printing (assumes 15% will rec. an addl. mailing)	$10.35	$20.70
Tax Bills - Postage (assumes 15% will rec. an addl. mailing)	$44.85	$89.70
Customer Service - Various Positions incl. Delq. Coll and QC	$44.50	$89.00
Total **Per Thousand Parcels.....**	$99.70	$199.40
Total Per Thousand Parcels	.....	**$99.70**
Multiplied by the Number of Thousands	.....	**X 2**
Sub Total Rate-Per Thousand Items	.....	**$199.40**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items	.....		**$926.38**

Sub Total Rate-Per Thousand Items	.....	**$199.40**
Sub Total Flat-Rate Items	.....	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes		**$1,125.78**

Date Prepared *November 5, 2012*

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, both the City and the County will benefit from this Agreement**,**

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real

property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the

law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax

Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

3.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Grayson at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Grayson
Jim Hinkle, Mayor
P O Box 208
Grayson, GA 30017

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this

Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

6.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

7.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST: **CITY OF GRAYSON**

BY: _____
City Clerk
(SEAL)

_____
WITNESS

DATE: _____

ATTEST:

BY: _____
DIANE KEMP,
County Clerk
(SEAL)

_____
WITNESS

DATE: _____

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
BROOKE SAVAGE
Sr. Assistant County Attorney
Gwinnett County, Georgia

BY: _____
JIM HINKLE, MAYOR

GWINNETT COUNTY, GEORGIA

BY: _____
CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners

BY: _____
RICHARD K. STEELE
Tax Commissioner
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130333	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/08/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, Streetlight and Sanitation Fee Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Lilburn. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report.
Authorization: Chairman's Signature?	Yes
Staff Recommendation	
Department Head	rksteele (4/8/2013)
Attorney	jbsavage (4/15/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$13,630	ajbovos (4/14/2013)

Finance Comments: * The current balance in GOE is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Lilburn

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**	**4,975**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	**5,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 5**
Tax Bills - Printing	$10.35	$51.75
Tax Bills - Postage	$44.85	$224.25
Customer Service - Various Positions	$44.50	$222.50
Total **Per Thousand Parcels**	$99.70	$498.50
Total Per Thousand Parcels		**$99.70**
Multiplied by the Number of Thousands		**X 5**
Sub Total Rate-Per Thousand Items		**$498.50**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items			**$926.38**

Sub Total Rate-Per Thousand Items	**$498.50**
Sub Total Flat-Rate Items	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes	**$1,424.88**

Date Prepared *March 5, 2013*

gwinnettcounty
tax commissioner's office

Sanitation and Street Light Special Assessment Annual Maintenance Costs

City of Lilburn - Tax Year 2013

Total Count of City Special Assessments Estimated	**6,932**
Total Count for which Tax Commissioner will Bill City Actual Number of Parcels to be Billed is Rounded to Next Five Hundred	**7,000**

Item And Description of Associated Services	Rate	Per Thousand Parcels	Cost
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	10 Hours	$385.80
Customer Service Temporaries* Customer Inquiries, Quality Checking	$14.78 per hour	70 Hours	$1,034.60
Delinquent Collector* Up to Tax Lien Process, Tax Sale or Write Off	$25.70 per hour	4 Hours	$102.80
Total Per Thousand Parcels			**$1,523.20**
Multiplied by the Number of Thousands			**x** 7
Sub Total Rate-Per Thousand Items			**$10,662.40**

Flat-Rate Items And Description of Associated Services	Rate	Estimated Hours needed	Cost
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	40 Hours	$1,543.20
Sub Total Flat-Rate Items			**$1,543.20**
Sub Total Rate-Per Thousand Items			**$10,662.40**
Total Special Assessment Maintenance Charge 2013 Special Assessment Charge for City of Lilburn			**$12,205.60**

*Reduced hours per thousand by 50% given that two special assessments are billed and the degree of overlap between the parcel sets used for each assessment.

Date Prepared
March 5, 2013

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX, STREETLIGHT AND SANITATION FEE BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, the City has a need for the additional collection of streetlight and sanitation fees and

WHEREAS, both the City and the County will benefit from this Agreement,

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in

consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner

shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing

schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth

herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

The Gwinnett County Tax Commissioner shall bill streetlight and sanitation fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for streetlight and/or sanitation fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax Commissioner shall not be responsible for the calculation of any streetlight or sanitation fee.

b. Billings for streetlight and sanitation fees shall consist of a line item identified as a streetlight or sanitation fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.

c. The Tax Commissioner shall be authorized to collect streetlight and sanitation fees on behalf of the City in

the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner Services.

e. The Tax Commissioner shall determine the actual cost associated with the billing of streetlight and sanitation fees on behalf of the City and shall notify the City and

the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that funding for resources necessary to bill the City's streetlight and sanitation fees are immediately available to the Tax Commissioner by placing the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect streetlight and sanitation fees null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect streetlight and sanitation fees for the City as set forth herein.

f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of streetlight or sanitation fees based upon any such billing errors, nor

for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

4.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of

Commissioners and to the Mayor of the City of Lilburn at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Lilburn
Johnny Crist, Mayor
76 Main St.
Lilburn, GA 30047

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as sanitation fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill streetlight and sanitation fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of streetlight and sanitation fees. The parties also agree that the section to bill streetlight and sanitation fees is dependent on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

9.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST:

BY: _____
City Clerk
(SEAL)

_____
WITNESS

DATE: _____

CITY OF LILBURN

BY: _____
JOHNNY CRIST, MAYOR

ATTEST:

BY: _____
DIANE KEMP,
County Clerk
(SEAL)

_____
WITNESS

DATE: _____

GWINNETT COUNTY, GEORGIA

BY: _____
CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners

BY: _____
RICHARD K. STEELE
TAX COMMISSIONER
Gwinnett County, Georgia

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
BROOKE SAVAGE
Sr. Assistant County Attorney
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130383	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/17/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, Stormwater Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Sugar Hill. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report.

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	rksteele (4/22/2013)
Attorney	jbsavage (4/25/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$20,661	ajbovos (4/24/2013)

Finance Comments	* The current balance in GOE is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Sugar Hill

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**	**8,516**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	**9,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 9**
Tax Bills - Printing	$10.35	$93.15
Tax Bills - Postage	$44.85	$403.65
Customer Service - Various Positions	$44.50	$400.50
Total **Per Thousand Parcels**	$99.70	$897.30
Total Per Thousand Parcels		**$99.70**
Multiplied by the Number of Thousands		**X 9**
Sub Total Rate-Per Thousand Items		**$897.30**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items			**$926.38**

Sub Total Rate-Per Thousand Items	**$897.30**
Sub Total Flat-Rate Items	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes	**$1,823.68**

Date Prepared *March 5, 2013*

gwinnettcounty
tax commissioner's office

Stormwater Special Assessment Annual Maintenance Costs

City of Sugar Hill - Tax Year 2013

Total Parcels to Receive Special Assessment Billing **Estimated**	**6,012**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Five Hundred**	**6,500**

Item And Description of Associated Services	Rate	Per Thousand Parcels	Cost
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	10 Hours	$385.80
Customer Service Temporaries Customer Inquiries, Quality Checking	$14.78 per hour	140 Hours	$2,069.20
Delinquent Collector Up to Tax Lien Process, Tax Sale or Write Off	$25.70 per hour	8 Hours	$205.60
Total Per Thousand Parcels			**$2,660.60**
Multiplied by the Number of Thousands			**x** 6.5
Sub Total Rate-Per Thousand Items			**$17,293.90**

Flat-Rate Items And Description of Associated Services	Rate	Estimated Hours needed	Cost
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	40 Hours	$1,543.20
Sub Total Flat-Rate Items			**$1,543.20**
Sub Total Rate-Per Thousand Items			**$17,293.90**
Total Special Assessment Maintenance Charge 2013 Stormwater Charge for City of Sugar Hill			**$18,837.10**

Date Prepared
March 5, 2013

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX AND STORM-WATER FEE BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, the City has a need for the additional collection of storm-water fees and

WHEREAS, both the City and the County will benefit from this Agreement**,**

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax

Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In

the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

The Gwinnett County Tax Commissioner shall bill storm-water fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for storm-water fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax Commissioner shall not be responsible for the calculation of any storm-water fee.

b. Billings for storm-water fees shall consist of a line item identified as a storm-water fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.

c. The Tax Commissioner shall be authorized to collect storm-water fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. In the event it becomes necessary to take such a delinquent property to tax sale, the storm-water fee shall be removed from the account, and the City shall be responsible for collecting such storm-water fee. In the event that a storm-water fee is the only unpaid amount remaining on the tax bill, the Tax Commissioner shall not

issue an execution, and the City shall be responsible for collecting such storm-water fee. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner Services.

e. The Tax Commissioner shall determine the actual cost associated with the billing of storm-water fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that funding for resources necessary to bill the City's storm-water fees are immediately available to the Tax Commissioner by placing the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The

payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect storm-water fees null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect storm-water fees for the City as set forth herein.

f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of storm-water fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

4.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Sugar Hill at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Sugar Hill
Gary Pirkle, Mayor
5039 W. Broad St.

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as storm-water fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill storm-water fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of storm-water fees. The parties also agree that the section to bill storm-water fees is dependant on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract; to the extent allowed by law, if any.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST: **CITY OF SUGAR HILL**

BY: _____ BY: _____
City Clerk **GARY PIRKLE, MAYOR**
(SEAL)

_____
WITNESS

DATE: _____

ATTEST: **GWINNETT COUNTY, GEORGIA**

BY: _____ BY: _____
DIANE KEMP, **CHARLOTTE J. NASH, CHAIRMAN**
County Clerk **Gwinnett County, Georgia**
(SEAL) **Board of Commissioners**

_____
WITNESS

DATE: _____

BY: _____
Richard K. Steele
Tax Commissioner
Gwinnett County, Georgia

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
Brooke Savage
Sr. Assistant County Attorney
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130390	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/22/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Peachtree Corners. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report.

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	rksteele (4/22/2013)
Attorney	jbsavage (4/25/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$2,322	ajbovos (4/24/2013)

Finance Comments	* The current balance in personal services and GOE is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Peachtree Corners

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**	**13,300**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	**14,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 14**
Tax Bills - Printing (assumes 15% will rec. an addl. mailing)	$10.35	$144.90
Tax Bills - Postage (assumes 15% will rec. an addl. mailing)	$44.85	$627.90
Customer Service - Various Positions incl. Delq. Coll and QC	$44.50	$623.00
Total **Per Thousand Parcels**	$99.70	$1,395.80
Total Per Thousand Parcels		**$99.70**
Multiplied by the Number of Thousands		**X 14**
Sub Total Rate-Per Thousand Items		**$1,395.80**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items			**$926.38**

Sub Total Rate-Per Thousand Items	**$1,395.80**
Sub Total Flat-Rate Items	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes	**$2,322.18**

Date Prepared *November 5, 2012*

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, both the City and the County will benefit from this Agreement**,**

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real

property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the

law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax

Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

3.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Peachtree Corners at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Peachtree Corners
Mike Mason, Mayor
147 Technology Pkwy NW, STE 200
Peachtree Corners, GA 30092

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this

Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

6.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

7.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST: **CITY OF PEACHTREE CORNERS**

BY: _____
City Clerk
(SEAL)

_____
WITNESS

DATE: _____

BY: _____
MIKE MASON, MAYOR

ATTEST:

GWINNETT COUNTY, GEORGIA

BY: _____
DIANE KEMP,
County Clerk
(SEAL)

_____
WITNESS

DATE: _____

BY: _____
CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners

BY: _____
RICHARD K. STEELE
Tax Commissioner
Gwinnett County, Georgia

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
BROOKE SAVAGE
Sr. Assistant County Attorney
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130392	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/24/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Lawrenceville. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report.

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	rksteele (4/24/2013)
Attorney	jbsavage (4/29/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$2,123	ajbovos (4/26/2013)

Finance Comments	*The current balance is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Lawrenceville

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**	**11,401**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	**12,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 12**
Tax Bills - Printing (assumes 15% will rec. an addl. mailing)	$10.35	$124.20
Tax Bills - Postage (assumes 15% will rec. an addl. mailing)	$44.85	$538.20
Customer Service - Various Positions incl. Delq. Coll and QC	$44.50	$534.00
Total **Per Thousand Parcels**	$99.70	$1,196.40
Total Per Thousand Parcels		**$99.70**
Multiplied by the Number of Thousands		**X 12**
Sub Total Rate-Per Thousand Items		**$1,196.40**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items			**$926.38**

Sub Total Rate-Per Thousand Items	**$1,196.40**
Sub Total Flat-Rate Items	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes	**$2,122.78**

Date Prepared *March 5, 2013*

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, both the City and the County will benefit from this Agreement**,**

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real

property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the

law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax

Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

3.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Lawrenceville at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Lawrenceville
Judy Jordan Johnson, Mayor
P O Box 2200
Lawrenceville, GA 30046

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this

Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

6.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

7.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST: **CITY OF LAWRENCEVILLE**

BY: _____
City Clerk
(SEAL)

_____
WITNESS

DATE: _____

BY: _____
JUDY JORDAN JOHNSON, MAYOR

ATTEST:

GWINNETT COUNTY, GEORGIA

BY: _____
DIANE KEMP,
County Clerk
(SEAL)

_____
WITNESS

DATE: _____

BY: _____
CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners

BY: _____
RICHARD K. STEELE
Tax Commissioner
Gwinnett County, Georgia

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
BROOKE SAVAGE
Sr. Assistant County Attorney
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130393	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/24/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Berkeley Lake. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report.

Authorization: Chairman's Signature?	Yes
Staff Recommendation	
Department Head	rksteele (4/24/2013)
Attorney	jbsavage (4/29/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$1,126	ajbovos (4/26/2013)

Finance Comments	*The current balance is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Berkeley Lake

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**		**1,020**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	.....	**2,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 1**
Tax Bills - Printing (assumes 15% will rec. an addl. mailing)	$10.35	$20.70
Tax Bills - Postage (assumes 15% will rec. an addl. mailing)	$44.85	$89.70
Customer Service - Various Positions incl. Delq. Coll and QC	$44.50	$89.00
Total **Per Thousand Parcels.....**	$99.70	$199.40
Total Per Thousand Parcels	.....	**$99.70**
Multiplied by the Number of Thousands	.....	**X 2**
Sub Total Rate-Per Thousand Items	.....	**$199.40**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items	.....		**$926.38**

Sub Total Rate-Per Thousand Items	.....	**$199.40**
Sub Total Flat-Rate Items	.....	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes		**$1,125.78**

Date Prepared *March 5, 2013*

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, both the City and the County will benefit from this Agreement**,**

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real

property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the

law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax

Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

3.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Berkeley Lake at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Berkeley Lake
Lois Salter, Mayor
4040 South Berkeley Lake Rd., NW
Berkeley Lake, GA 30096

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this

Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

6.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

7.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST: **CITY OF BERKELEY LAKE**

BY: _____
City Clerk
(SEAL)

_____
WITNESS

DATE: _____

ATTEST:

BY: _____
DIANE KEMP,
County Clerk
(SEAL)

_____
WITNESS

DATE: _____

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
Brooke Savage
Sr. Assistant County Attorney
Gwinnett County, Georgia

BY: _____
LOIS SALTER, MAYOR

GWINNETT COUNTY, GEORGIA

BY: _____
CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners

BY: _____
RICHARD K. STEELE
Tax Commissioner
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130410	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/29/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection and Sanitation Fee Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Dacula. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report.

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	rksteele (4/29/2013)
Attorney	jbsavage (4/30/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$9,503	ajbovos (4/30/2013)

Finance Comments	* The current balance in GOE is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Dacula

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**	**2,215**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	**3,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 3**
Tax Bills - Printing	$10.35	$31.05
Tax Bills - Postage	$44.85	$134.55
Customer Service - Various Positions	$44.50	$133.50
Total **Per Thousand Parcels**	$99.70	$299.10
Total Per Thousand Parcels		**$99.70**
Multiplied by the Number of Thousands		**X 3**
Sub Total Rate-Per Thousand Items		**$299.10**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items			**$926.38**

Sub Total Rate-Per Thousand Items	**$299.10**
Sub Total Flat-Rate Items	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes	**$1,225.48**

Date Prepared *March 5, 2013*

gwinnettcounty
tax commissioner's office

Sanitation Special Assessment Annual Maintenance Costs

City of Dacula - Tax Year 2013

Total Parcels to Receive Special Assessment Billing Estimated	.....	**2,000**
Total Parcels for which Tax Commissioner will Bill City Actual Number of Parcels to be Billed is Rounded to Next Thousand	.....	**2,000**

Item And Description of Associated Services	Rate	Per Thousand Parcels	Cost
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	18 Hours	$694.44
Customer Service Temporaries Customer Inquiries, Quality Checking	$14.78 per hour	150 Hours	$2,217.00
Delinquent Collector Up to Tax Lien Process, Tax Sale or Write Off	$25.70 per hour	8 Hours	$205.60
Stuffing Charge For Required Insert in Mass Tax Bill	$15.00 per thousand	1,000 Inserts	$15.00
Total Per Thousand Parcels	.....		**$3,117.04**
Multiplied by the Number of Thousands	.....		**x 2**
Sub Total Rate-Per Thousand Items	.....		**$6,234.08**

Flat-Rate Items And Description of Associated Services	Rate	Estimated Hours needed	Cost
Public Information Changes Content, Config., Testing for Website, Publications	Flat Rate	N/A	$500.00
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	40 Hours	$1,543.20
Sub Total Flat-Rate Items		.....	**$2,043.20**
Sub Total Rate-Per Thousand Items		.....	**$6,234.08**
Total Special Assessment Maintenance Charge 2013 Sanitation Charge for City of Dacula		.....	**$8,277.28**

Date Prepared
March 5, 2013

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX AND SANITATION FEE BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, the City has a need for the additional collection of sanitation fees and

WHEREAS, both the City and the County will benefit from this Agreement,

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax

Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In

the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

The Gwinnett County Tax Commissioner shall bill sanitation fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for sanitation fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax Commissioner shall not be responsible for the calculation of any sanitation fee.

b. Billings for sanitation fees shall consist of a line item identified as a sanitation fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.

c. The Tax Commissioner shall be authorized to collect sanitation fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner services.

e. The Tax Commissioner shall determine the actual cost associated with the billing of sanitation fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that funding for resources necessary to bill the City's sanitation fees are immediately available to the Tax Commissioner by placing the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect sanitation fees null and void, and neither the

County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect sanitation fees for the City as set forth herein.

f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of sanitation fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

4.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Dacula at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Dacula
Jimmy Wilbanks, Mayor
P O Box 400
Dacula, GA 30019

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this

Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as sanitation fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill sanitation fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of sanitation fees. The parties also agree that the section to bill sanitation fees is dependent on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

9.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature,

including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST:

BY: _____
City Clerk
(SEAL)

_____
WITNESS

DATE: _____

CITY OF DACULA

BY: _____
JIMMY WILBANKS, MAYOR

ATTEST:

BY: _____
DIANE KEMP,
County Clerk
(SEAL)

_____
WITNESS

DATE: _____

GWINNETT COUNTY, GEORGIA

BY: _____
CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners

BY: _____
RICHARD K. STEELE
TAX COMMISSIONER
Gwinnett County, Georgia

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
Brooke Savage
Sr. Assistant County Attorney
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130411	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Tax Commissioner			Date Submitted:	04/29/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	dldavis			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Agreement for Ad Valorem Tax Billing and Collection, Stormwater Fee Billing and Collection between Gwinnett County, the Gwinnett County Tax Commissioner and the City of Snellville. Subject to review and approval by the Law Department.

Attachments	Proposed Contract. Ad Valorem Tax Collection - est. 2013 cost. Financial Supplemental Report.

Authorization: Chairman's Signature? Yes

Staff Recommendation	
Department Head	rksteele (4/29/2013)
Attorney	jbsavage (4/30/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$23,421	ajbovos (4/30/2013)

Finance Comments	* The current balance in GOE is checked as services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

gwinnettcounty
tax commissioner's office

Ad Valorem Tax Collection - 2013 Costs
Snellville

Total Parcels to be Billed for Ad Valorem Taxes **Estimated**	**9,384**
Total Parcels for which Tax Commissioner will Bill City **Actual Number of Parcels to be Billed is Rounded to Next Thousand**	**10,000**

Rate Per-Thousand Items **And Description of Associated Services**	**Rate Per Thousand**	**Rate per Thousand x 10**
Tax Bills - Printing	$10.35	$103.50
Tax Bills - Postage	$44.85	$448.50
Customer Service - Various Positions	$44.50	$445.00
Total **Per Thousand Parcels**	$99.70	$997.00
Total Per Thousand Parcels		**$99.70**
Multiplied by the Number of Thousands		**X 10**
Sub Total Rate-Per Thousand Items		**$997.00**

Flat-Rate Items **And Description of Associated Services**	**Rate Per Hour**	**Estimated Hours needed**	**Cost**
Digest Submission - Consolidations, Rollback, Forms	$16.16	12	$193.92
Billing - Homestead Addition and Clean Up	$13.66	5	$68.30
Billing - Rate Changes	$16.16	1	$16.16
Accounting - Disbursement Reports	$13.66	16	$218.56
Accounting - Wires and Banking	$20.78	16	$332.48
Audits - Outstanding Balances, Parcel Level Detail	$16.16	6	$96.96
Sub Total Flat-Rate Items			**$926.38**

Sub Total Rate-Per Thousand Items	**$997.00**
Sub Total Flat-Rate Items	**$926.38**
Grand Total Due to Tax Commissioner for Collection of 2013 Ad Valorem Taxes	**$1,923.38**

Date Prepared *March 5, 2013*

gwinnettcounty
tax commissioner's office

Stormwater Special Assessment Annual Maintenance Costs

City of Snellville - Tax Year 2013

Total Parcels to Receive Special Assessment Billing Estimated	.....	**7,153**
Total Parcels for which Tax Commissioner will Bill City Actual Number of Parcels to be Billed is Rounded to Next Five Hundred	.....	**7,500**

Item And Description of Associated Services	Rate	Per Thousand Parcels	Cost
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	10 Hours	$385.80
Customer Service Temporaries Customer Inquiries, Quality Checking	$14.78 per hour	140 Hours	$2,069.20
Delinquent Collector Up to Tax Lien Process, Tax Sale or Write Off	$25.70 per hour	8 Hours	$205.60
Total Per Thousand Parcels	.....		**$2,660.60**
Multiplied by the Number of Thousands	.....		**x** 7.5
Sub Total Rate-Per Thousand Items	.....		**$19,954.50**

Flat-Rate Items And Description of Associated Services	Rate	Estimated Hours needed	Cost
System Testing Data Transfer, System Configuration, Testing	$38.58 per hour	40 Hours	$1,543.20
Sub Total Flat-Rate Items		.....	**$1,543.20**
Sub Total Rate-Per Thousand Items		.....	**$19,954.50**
Total Special Assessment Maintenance Charge 2013 Stormwater Charge for City of Snellville		.....	**$21,497.70**

Date Prepared
March 5, 2013

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX AND STORM-WATER FEE BILLING AND COLLECTION

This Agreement is made this _____ day of _____, 2013 by and between the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), **GWINNETT COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), and **RICHARD K. STEELE**, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, the City has a need for the additional collection of storm-water fees and

WHEREAS, both the City and the County will benefit from this Agreement**,**

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.

b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax

Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.

d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.

e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In

the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

The Gwinnett County Tax Commissioner shall bill storm-water fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for storm-water fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax Commissioner shall not be responsible for the calculation of any storm-water fee.

b. Billings for storm-water fees shall consist of a line item identified as a storm-water fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.

c. The Tax Commissioner shall be authorized to collect storm-water fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. In the event it becomes necessary to take such a delinquent property to tax sale, the storm-water fee shall be removed from the account, and the City shall be responsible for collecting such storm-water fee. In the event that a storm-water fee is the only unpaid amount remaining on the tax bill, the Tax Commissioner shall not

issue an execution, and the City shall be responsible for collecting such storm-water fee. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner Services.

e. The Tax Commissioner shall determine the actual cost associated with the billing of storm-water fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that funding for resources necessary to bill the City's storm-water fees are immediately available to the Tax Commissioner by placing the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The

payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect storm-water fees null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect storm-water fees for the City as set forth herein.

f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of storm-water fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

4.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Snellville at the addresses set forth below:

Gwinnett County Georgia
Charlotte J. Nash, Chairman
75 Langley Drive
Lawrenceville, Georgia 30046

City of Snellville
Kelly Kautz, Mayor
2342 Oak Rd.
Snellville, GA 30078

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as storm-water fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill storm-water fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of storm-water fees. The parties also agree that the section to bill storm-water fees is dependant on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties

hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

9.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST: **CITY OF SNELLVILLE**

BY: _____ BY: _____
City Clerk **KELLY KAUTZ, MAYOR**
(SEAL)

_____
WITNESS

DATE: _____

ATTEST: **GWINNETT COUNTY, GEORGIA**

BY: _____ BY: _____
DIANE KEMP, **CHARLOTTE J. NASH, CHAIRMAN**
County Clerk **Gwinnett County, Georgia**
(SEAL) **Board of Commissioners**

_____
WITNESS

DATE: _____

BY: _____
Richard K. Steele
Tax Commissioner
Gwinnett County, Georgia

_____
WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
Brooke Savage
Sr. Assistant County Attorney
Gwinnett County, Georgia

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	☒ Grants	☒ Contracts	☐ Rezoning	☐ Public Hearing
20130336	20130119				

Department:	Transportation			Date Submitted:	04/09/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - JB			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

BL024-13, SR 20 (Peachtree Industrial Boulevard to Burnette Trail) major roadway improvements project, project number F-0019-01, Georgia DOT project number MSL00-0004-00(430), P.I. 0004430, to low bidder, C.W. Matthews Contracting Company, Inc., amount not to exceed $31,826,681.64. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the Georgia Department of Transportation. District 1/Brooks

Attachments	Summary sheet, justification letter, tabulation
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	archapman (4/19/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST - Grant	$33,771,190.78*	$31,826,681.64	ajbovos (4/22/2013)

Finance Comments	*Funds available in SR 20 (PIB - Burnette Trail).

County Clerk Use Only

PH was Held? ☐

Working Session:

Action: New Item

Tabled:

Motion:

2nd by:

Vote:

SUMMARY – BL024-13

SR 20 (Peachtree Industrial Boulevard to Burnette Trail) Major Roadway Improvements Project

PURPOSE:	Project F-0019-01/MSL00-0004-00 (430) consists of 3.93 miles of vertical and horizontal alignment, roadway widening, asphalt paving, sidewalk, curb & gutter, concrete structures, striping, retaining walls, mechanically stabilized earth (MSE) walls, utility work and traffic signals.
LOCATION:	District 1/Brooks
AMOUNT TO BE SPENT:	$31,826,681.64
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	42 Notices 5 Plan holders 443 Website viewings
NUMBER OF RESPONSES:	5
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	1,095 calendar days

COMMENTS:

MEMORANDUM

TO: Janice Bradshaw
Purchasing Division

FROM: Martin K. Conroy, P.E., Director
Department of Transportation

SUBJECT: **Recommendation for BL024-13**
C. W. Matthews Contracting Co., Inc.
SR 20 (Peachtree Industrial Boulevard to Burnette Trail) Major Roadway Improvements Project, F-0019-01
Georgia DOT PN MSL00-0004-00(430), P. I. 0004430

DATE: April 9, 2013

The Department of Transportation recommends the award of the above referenced roadway improvement project to C.W. Matthews Contracting Co., Inc., as this firm submitted the lowest bid at $31,826,681.64. Their bid represents 106.71% of the estimated cost. This is the lowest bid of the five received. This contract is funded by the Georgia Department of Transportation. District 1/Brooks.

Estimated amount to be spent for current contract $ 31,826,681.64

References Checked? Yes X or No ____

1. Total obligations requested: $31,826,681.64

2. Do total obligations agree with "Action Requested"? Yes X No_____

3. Budgeted: Yes X No _____

4. Contact name: Alan R. Chapman, P.E. Contact phone: x 7480

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	GL#	WBS Element	Amount
2013	318G			50802000	F-0019-01-3-03-1	$ 7,000,000.00
2014	318G			50802000	F-0019-01-3-03-1	$13,000,000.00
2015	318G			50802000	F-0019-01-3-03-1	$11,000,000.00
2016	318G			50802000	F-0019-01-3-03-1	$ 826,681.64

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130345	

☐ Grants ☒ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Transportation			Date Submitted:	04/10/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - JB			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

BL026-13, bridge rehabilitation services, to low bidder, Gregory Bridge Company, amount not to exceed $130,000.00. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the 2009 SPLOST Program.

Attachments	Summary sheet, justification letter, tabulation
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	archapman (4/19/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested:

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST	*$482,893	$ 130,000	ajbovos (4/22/2013)

Finance Comments: * Amount available in 2009 SPLOST Rehab of Existing Bridges.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – BL026-13
Bridge Rehabilitation Services

PURPOSE:	Rehabilitate various bridges maintained by Gwinnett County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$130,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	32 144 Website viewings
NUMBER OF RESPONSES:	8
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	180 calendar days

COMMENTS:

M E M O R A N D U M

TO: Janice Bradshaw
Purchasing Associate III

FROM: Martin K. Conroy, P.E., Director
Transportation

SUBJECT: **Recommendation for BL026-13, Bridge Rehabilitation Services**

DATE: April 4, 2013

The Department of Transportation recommends award of the above referenced procurement to low bidder, Gregory Bridge Company, in the amount of $130,000.00. This contract is funded by the 2009 SPLOST Program.

Estimated amount to be spent for current contract $ 130,000.00

References Checked? Yes X or No ____

1. Total obligations requested: $ 130,000.00
2. Do total obligations agree with "Action Requested"? Yes X No _____
3. Budgeted: Yes X No _____
4. Contact Name: Kevin Coyle Contact Number: 770.822.7414
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item / GL	WBS Element	Amount
2013	318			50404238	F-0779-15-3-03	$130,000.00

6. Transfer required: Yes _____ No X If yes, transfer form:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item / GL	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	☒ Grants	☒ Contracts	☐ Rezoning	☐ Public Hearing
20130377					

Department:	Transportation			Date Submitted:	04/17/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - JB			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

BL037-13, Boggs Road (Old Norcross Road-Breckinridge Boulevard), pedestrian safety improvements project, project number G-0111-000003-0004, to low bidder, I.S.C., Inc., amount not to exceed $383,661.00. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the Federal Transit Administration (FTA). District 1/Brooks and District 4/Heard

Attachments	Summary sheet, justification letter, justification support, tabulation
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	archapman (4/19/2013)
Attorney	jbsavage (4/25/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Misc Grants - External	$837,349*	$383,661	ajbovos (4/24/2013)
Finance Comments	*Budgeted amount available in ARRA Transit Stimulus Funds - Pedestrian Access/Walkway provided through the Federal Transit Administration (FTA).			

County Clerk Use Only

PH was Held? ☐

Working Session:

Action: New Item

Tabled:

Motion:

2nd by:

Vote:

SUMMARY – BL037-13

Boggs Road (Old Norcross Road-Breckenridge Boulevard) Pedestrian Safety Improvements Project, Project Number G-0111-000003-0004

PURPOSE:	The project consists of 0.773 miles of sidewalk, curb & gutter, drainage, concrete gravity wall and striping.
LOCATION:	District 1/Brooks and District 4/Heard
AMOUNT TO BE SPENT:	$383,661.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	42 Notices 7 Planholders 72 Website Viewings
NUMBER OF RESPONSES:	3
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	To be completed by August 31, 2013

COMMENTS:

MEMORANDUM

TO: Janice Bradshaw
Purchasing Division

FROM: Martin K. Conroy, P.E., Director
Department of Transportation

SUBJECT: **Recommendation for BL037-13**
I.S.C., Inc.
Boggs Road (Old Norcross Road-Breckinridge Boulevard), PN G-0111-000003-0004

DATE: May 7, 2013

The Department of Transportation recommends the award of the above referenced Pedestrian Safety Improvement project to I.S.C., Inc., as this firm submitted the lowest bid at $383,661.00. Their bid represents 81.54% of the estimated cost. This is the lowest bid of the three received. This contract is funded by the Federal Transit Administration (FTA). District 1/Brooks and District 4/Heard.

Estimated amount to be spent for current contract $383,661.00

References Checked? Yes X or No ____

* (if applicable) References Checked? Yes or No N/A

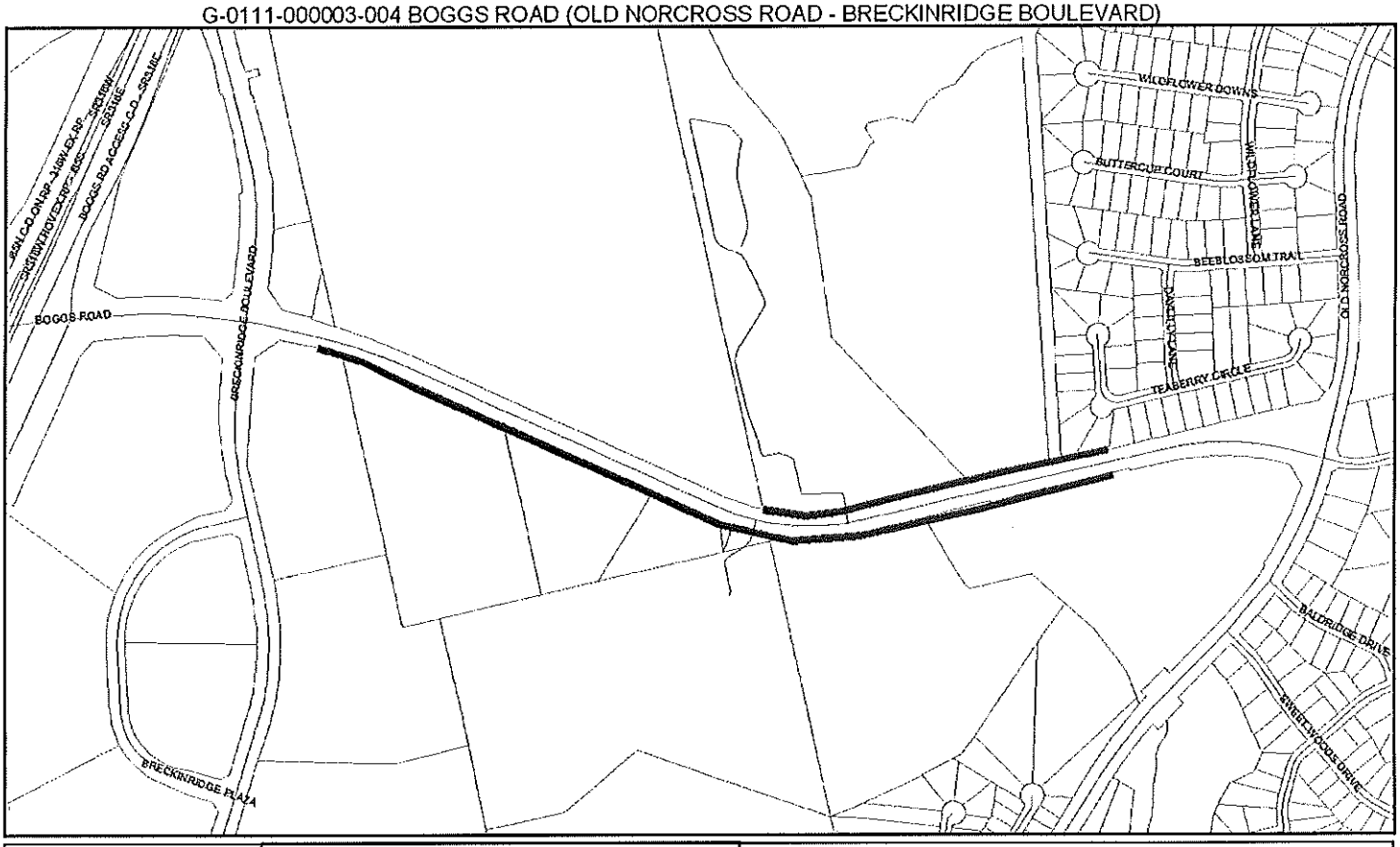
1. Total obligations requested: $383,661.00
2. Do total obligations agree with "Action Requested"? Yes X No ____
3. Budgeted: Yes X No ____
4. Contact name: Alan R. Chapman, P.E. Contact phone: x 7480
5. Proposed Funding

Fiscal Year (FY)	Fund	Fund Center	Cost Center	GL#	WBS Element	Amount
2013	200G			50802000	G-0111-000003-0004	$383,661.00

6. Transfer required: Yes ____ No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

G-0111-000003-004 BOGGS ROAD (OLD NORCROSS ROAD - BRECKINRIDGE BOULEVARD)



0 0.12 Miles

These materials are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose. Use of these materials constitutes acceptance of this disclaimer of liability. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Project Description Summary:

This project will construct sidewalks and bus-stop pads from Old Norcross Road to Autumn Village Apartments along the east and west side of Boggs Road. Sidewalks and bus-stop pads will continue on the west side of Boggs Road from Autumn Village Apartments to Breckinridge Blvd. Drainage improvements will also be included during construction. This project is funded through the 2009 SPLOST program and a FTA (Federal Transit Administration) grant.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	☒ Grants	☒ Contracts	☐ Rezoning	☐ Public Hearing
20130367					

Department:	Transportation			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	alreed			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

to apply and accept, if awarded, a Local Maintenance and Improvement Grant from the Georgia Department of Transportation for the SR 20 (I-985 to South Lee Street) roadway widening project. The grant request is for $250,000.00 requiring a county match of $75,000.00. Approval for Chairman to execute any and all related documents, subject to approval by Law Department. District 4/Heard

Attachments	Memorandum, Application
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approval
Department Head	mkconroy (4/17/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	Upon approval and receipt of grant funding, adjust appropriations and revenues by $250,000 or amount of award.

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2009 SPLOST	*	$250,000	ajbovos (4/22/2013)
Yes	2009 SPLOST	** $650,000	$75,000	

Finance Comments	* Upon approval and receipt of grant funding, incorporate requested budget changes into SR 20 (I-985- South Lee Street) project. ** Amount available in SR 20 (I-985- South Lee Street) project for county match.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Transportation
Director's Office

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.7417 • (fax) 770.822.7429

gwinnettcounty

M E M O R A N D U M

TO: Board of Commissioners

FROM: Martin K. Conroy, Director
Department of Transportation

SUBJECT: **Local Maintenance and Improvement Grant with Georgia Department of Transportation SR 20 (I-985 to South Lee Street), F-0866**

DATE: May 7, 2013

The Department of Transportation requests approval to apply and accept, if awarded, a Local Maintenance and Improvement Grant from the Georgia Department of Transportation for the SR 20 (I-985 to South Lee Street) roadway widening project. The grant request is for $250,000.00 requiring a county match of $75,000.00. The project will widen SR 20 from four to six lanes and will improve its intersections with Satellite Boulevard and South Lee Street.

The County's commitment to the project will be funded out of the 2009 SPLOST program. This project lies within Commission District 4/Heard.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7417.

GEORGIA DEPARTMENT OF TRANSPORTATION
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) AND QUICK RESPONSE APPLICATION

All Applications must be submitted by the Local Governing Official to the Georgia Department of Transportation, Office of Local Grants, 600 West Peachtree Street NW, Atlanta, Georgia 30308.

LOCAL GOVERNMENT INFORMATION

TYPE OR PRINT LEGIBLY, ALL SECTIONS MUST BE COMPLETED

Date of Application: _____

Name of local government: _____
Address: _____
Contact Person and Title: _____
Contact Person's Phone Number: _____
Contact Person's Fax Number: _____
Contact Person's Email: _____

Is the Priority List attached? ☐Yes ☐No

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-1 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA) if applicable.

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) AND QUICK RESPONSE APPLICATION

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in future GDOT programs and may pursue any available legal remedy to obtain reimbursement of the funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated funds or prohibit local government from participating in future programs until such time as corrections are made to address the deficiencies or reimbursement is made.

Local Government:

_____ (Signature)

_____ (Print)
Mayor / Commission Chairperson

_____ (Date)

SEAL:

_____
E-Verify Number

Sworn to and subscribed before me,

This _____ day of_____ _____, 20___.
In the presence of:

NOTARY PUBLIC

_____
My Commission Expires:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This _____ day of _____, 20___.

_____
Terry L Gable
Local Grants Administrator

2013 QUICK RESPONSE PROJECT REPORT

COUNTY / CITY _____

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT SCHEDULE

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130340	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Transportation			Date Submitted:	04/10/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	alreed			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for Chairman to execute an Agreement with the City of Suwanee to upgrade the Suwanee Dam Road Multi-Use Path project, F-0801, from Peachtree Industrial Boulevard to Buford Highway. The City will provide a lump sum payment in the amount of $30,500.00 for the upgrade of the path from standard asphalt to concrete. Authorization for Chairman to execute any and all related necessary documents, subject to approval by Law Department. The construction is funded 93% by the 2009 SPLOST Program and 7% by the City of Suwanee. District 1/Brooks

Attachments	Memorandum, Agreement
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approval
Department Head	mkconroy (4/17/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	Upon approval, increase revenues and appropriations by $30,500 in the Suwanee Dam Road (PIB to Buford Hwy) project.

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2009 SPLOST	$550,626	$30,500	ajbovos (4/19/2013)

Finance Comments	Upon execution of the agreement, increase revenue and appropriation in the Suwanee Dam Road (PIB to Buford Hwy) project.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Transportation
Program Delivery

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.7400 • (fax) 770.822.7430

gwinnettcounty

M E M O R A N D U M

TO: Board of Commissioners

FROM: Martin K. Conroy, P.E., Director
Department of Transportation

SUBJECT: **City of Suwanee**
Suwanee Dam Road Multi Use Pathway, F-0801

DATE: May 7, 2013

The Department of Transportation requests approval and authorization for the Chairman to execute an Agreement with the City of Suwanee to upgrade the Suwanee Dam Road Multi-Use Path, F-0801, from Peachtree Industrial Boulevard to Buford Highway. The City of Suwanee will provide a lump sum payment in the amount of $30,500.00 for the upgrade of the path from standard asphalt to concrete.

The construction is funded 93% by the 2009 SPLOST Program and 7% by the City of Suwanee. The project lies within Commission District 1/Brooks.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7417.

AGREEMENT BETWEEN GWINNETT COUNTY
AND THE CITY OF SUWANEE REGARDING
SUWANEE DAM ROAD MULTI USE PATHWAY
GWINNETT COUNTY PROJECT NUMBER F-0801

This agreement (hereinafter referred to as "Agreement") made by and between the City of Suwanee, a municipal corporation chartered by the State of Georgia and headquartered at 330 Town Center Avenue, Suwanee, Georgia 30024 (hereinafter referred to as "City") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "County") each of whom has been duly authorized to enter into this agreement (City and County may be referred to herein individually as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties hereto desire to serve the needs of the citizens of Gwinnett County by providing a safe and efficient intersection improvement within Gwinnett County; and

WHEREAS, both parties to this agreement have certain funds allocated for use in connection with the construction of a project to build Multi Use Pathway on Suwanee Dam Road, F-0801 (hereinafter referred to as the "Project"); and

WHEREAS, both parties believe that it would be in the interest of the health, safety and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the efficient design and construction of the Project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. The Project consists of the installation of the Suwanee Dam Road Multi Use Pathway, City of Suwanee.

2. The County is responsible for preliminary engineering, land acquisition and construction of the Project.

3. Per the City's request, the design and construction of the Project will include the installation of concrete in lieu of standard asphalt for the Multi Use Pathway.

4. The City will provide a lump sum payment to the County in the amount of $30,500.00 for the Multi Use Path upgrade from standard asphalt to concrete. This payment will be made within sixty (60) days of the execution of this agreement. This payment represents the City's entire obligation for the Project.

5. All notices pursuant to this agreement shall be served as follows: As to the County, Chairman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, City of Suwanee, 330 Town Center Avenue, Suwanee, Georgia 30024.

6. This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writings or oral agreements or conversations shall affect or modify any of the terms or obligations herein contained. All subsequent changes to this contract must be in writing and signed by both parties. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the City by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2013.

GWINNETT COUNTY, GEORGIA

By: _____
Charlotte J. Nash

Title: Chairman

ATTEST:

By: _____

Title: _____

CITY OF SUWANEE

By: _____

Title: _____

ATTEST:

By: _____

Title: _____ (SEAL)

APPROVED AS TO FORM:

_____
Gwinnett County Staff Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130344	

☐ Grants ☒ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Transportation			Date Submitted:	04/10/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - JB			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

BL028-13, Suwanee Dam Road (Peachtree Industrial Boulevard to Buford Highway) pedestrian safety, project number F-0801, Suwanee Dam Road (Buford Highway to Peachtree Industrial Boulevard) automated traffic management system/intelligent transportation system (ATMS/ITS), project number M-0685-15, and Suwanee Dam queuing lane (North Gwinnett High School) school safety project, project number F-0740-02, to low responsive bidder, Baldwin Paving Company, Inc., amount not to exceed $660,411.98. Authorization for Chairman to execute contracts subject to approval by the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded 95.4% by the 2009 SPLOST Program and 4.6% by the City of Suwanee. District 1/Brooks

Attachments	Summary sheet, justification letter, tabulation
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	archapman (4/19/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested:

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST	*	$ 660,412	ajbovos (4/22/2013)

Finance Comments: * Amount available in 2009 SPLOST Queuing Lane @ Existing Schools, Suwanee Dam Road (PIB to Buford Hwy) and 2009 SPLOST ATMS/ITS (Various Locations).

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – BL028-13

Suwanee Dam Road (Peachtree Industrial Boulevard to Buford Highway) pedestrian safety, Suwanee Dam Road (Buford Highway to Peachtree Industrial Boulevard) Automated Traffic Management System/Intelligent Transportation System (ATMS/ITS), and Suwanee Dam Queuing Lane (North Gwinnett High School) School Safety Project

PURPOSE:	Project F-0801 and Project M-0685-15 consist of 0.625 miles of a 10 ft. wide multi-use path, curb & gutter and ATMS. Project F-0740-02 consists of 0.057 miles of new turn lane, asphalt paving, curb & gutter, striping and traffic signal improvements.
LOCATION:	District 1/Brooks
AMOUNT TO BE SPENT:	$660,411.98
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	42 Notices 8 Plan holders 151 Website viewings
NUMBER OF RESPONSES:	4 1 Non-responsive*
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Vendors provided the following reasons for not submitting a bid: • Job was too small • Our recent bidding workload did not permit enough time to assemble a comprehensive bid for this project.
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	Project number F-0801/M-0685-15 to be completed in 70 available days Project number F-0740-02 to be completed by July 31, 2013

COMMENTS: *The low bidder did not meet bid requirements; therefore, their bid was deemed non-responsive and the low responsive bidder was recommended for award.

MEMORANDUM

TO: Janice Bradshaw
Purchasing Division

FROM: Martin K. Conroy, P.E., Director
Department of Transportation

SUBJECT: Recommendation for BL028-13
Baldwin Paving Co., Inc.
Suwanee Dam Road (Peachtree Industrial Boulevard to Buford Highway) Pedestrian Safety, Project Number F-0801, Suwanee Dam Road (Buford Highway to Peachtree Industrial Boulevard) ATMS/ITS, Project Number M-0685-15, and Suwanee Dam Queuing Lane (North Gwinnett High School) School Safety Project, Project Number F-0740-02

DATE: April 9, 2013

The Department of Transportation recommends the award of the above referenced pedestrian safety, school safety and Automated Traffic Management System/Intelligent Transportation System (ATMS/ITS) improvement projects to Baldwin Paving Co., Inc., as this firm submitted the lowest responsive bid at $660,411.98 ($444,758.70 for F-0801, $86,741.36 for F-0740-02 and $128,911.92 for M-0685-15). Their bid represents 97.93% of the estimated cost. This is the lowest responsive bid of the four received. This contract is funded 95.4% by the 2009 SPLOST Program and 4.6% by the City of Suwanee. District 1/Brooks.

Estimated amount to be spent for current contract $660,411.98

References Checked? Yes X or No ____

1. Total obligations requested: $660,411.98
2. Do total obligations agree with "Action Requested"? Yes X No_____
3. Budgeted: Yes X No _____
4. Contact name: Alan R. Chapman, P.E. Contact phone: x 7480
5. Proposed Funding

Fiscal Year (FY)	Fund	Fund Center	Cost Center	GL#	WBS Element	Amount
2013	318			50802000	F-0801-01-3-03	$444,758.70
2013	318			50802000	F-0740-02-3-03	$86,741.36
2013	318			50802000	M-0685-15-3-03	$128,911.92

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130359	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Transportation			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	alreed			Multiple Depts?	
Budget Type:	Operating			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute an Indemnity Agreement with the Georgia Department of Transportation for the installation of roadway lighting on SR 120 from Satellite Boulevard to Meadowbrook Parkway, estimated operating costs $752.64, estimated revenue $806.00. Subject to approval by Law Department. District 1/Brooks

Attachments	Memorandum, Agreement
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approval
Department Head	mkconroy (4/17/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Street Light Fund	* $5,628,538	$753	ajbovos (4/22/2013)

Finance Comments	* The current balance in the fund is checked as items are purchased or services are provided.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

Department of Transportation
Director's Office

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.7417 • (fax) 770.822.7429

gwinnettcounty

M E M O R A N D U M

TO: Board of Commissioners

FROM: Martin K. Conroy, P.E., Director
Department of Transportation

SUBJECT: **Indemnity Agreement**
Georgia Department of Transportation
State Route 120 Street Lighting

DATE: May 7, 2013

The Department of Transportation requests approval and authorization for the Chairman to execute an Indemnity Agreement with the Georgia Department of Transportation for the installation of roadway lighting on State Route 120 between Satellite Boulevard and Meadowbrook Parkway.

The developer is required to install roadway lighting based on the Civic Center Overlay District. Georgia Power will provide installation of the lighting structures included in Permit No. 0-2013-0-135. Gwinnett County will be responsible for the maintenance and operation of the streetlight upon completion of installation.

These projects lie partly within District 1/Brooks.

Thank you for your consideration of this agreement. Should you have any questions, please feel free to contact me.

RECORDED

_____ _ Book No. _____ Page _____

Date _____ County _____ Page _____

INDEMNITY AGREEMENT

Indemnity Agreement entered into this _____ day of _____, 20_____ , by and between Gwinnett County (hereinafter call the "APPLICANT") and the GEORGIA DEPARTMENT OF TRANSPORTATION, as agency of the State of Georgia with offices at One Georgia Center, 600 Peachtree Street NW, Atlanta, Georgia 30308 (hereinafter called the "DOT");

WITNESSETH:

For and in consideration of the DOT's grant of permission for street light (hereinafter called the "ENCROACHMENT"), as indicated on Permit #0__-2013-0___-135 on the right of way of State Route 120, in Land lot 116, of the 7th Land District of Gwinnett County, Georgia.

The APPLICANT shall and does agree to indemnify and save harmless the DOT and DOT's agents, officers, servants and employees from any and all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property arising out of the construction, operation and/or maintenance of the ENCROACHMENT located as described herein.

The APPLICANT shall and hereby agrees to maintain the ENCROACHMENT in good repair at the APPLICANT's sole expense and shall and does hereby release DOT from any claims arising out of the APPLICANT's failure to so maintain the ENCROACHMENT.

The APPLICANT shall and hereby agrees to make all repairs at its own expense for any damage caused by DOT employees or agents to the ENCROACHMENT which is located on DOT right-of-way in accordance with the permit numbered above and issued with this agreement.

The DOT reserves the right to enter the area described in the ENCROACHMENT to insure the area is being maintained in accordance with DOT safety and maintenance standards. DOT shall notify the APPLICANT of any repairs which need to be made and the APPLICANT shall correct the problem as soon as such notification is given. If the APPLICANT has not made said repairs within a reasonable period of time, the DOT may enter the property to effect such repairs. The APPLICANT shall reimburse the DOT for any cost incurred as a result of DOT's performing such repairs.

The DOT reserves the right to terminate this indemnity Agreement at any time upon thirty (30) days written notice to the APPLICANT. Upon receipt of such notice as specified by DOT, the APPLICANT at its own expense, shall be responsible for removing the ENCROACHMENT and returning the area to its original condition or an acceptable substituted condition.

The term of the Indemnity Agreement shall be for a period of fifty (50) years, commencing upon execution hereof by DOT, subject to any rights of termination as are hereinabove set forth.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

DEPARTMENT OF TRANSPORTATION

By: _____ (SEAL)
Commissioner

ATTEST:

_____
Treasurer (STATE SEAL)

_____
Unofficial Witness

APPLICANT

Corporate Seal Required for Corporations
[Plus two (2) Signatures]

_____
Signature of Property Owner (or Corporate Officer)

_____
Corporate Officer (or Another Property Owner)

_____
Typed Name of Owner (or Typed Names & Titles of Corporate Officers who signed above)

_____
Signature of APPLICANT

_____
Typed Name of APPLICANT (and Title if Applicable)

_____
Notary Public
Commission Expiration:
(NOTARIAL SEAL)

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130360	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Transportation			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	alreed			Multiple Depts?	
Budget Type:				Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for Chairman to execute Supplemental Agreement No 1, Final with Astra Group, Inc. for the Western Gwinnett Bikeway (Summerchase Drive - Howell Ferry Road) project, F-0339, GaDOT Project No. STP00-000E-00(195), P.I. No. 171562 and the Western Gwinnett Bikeway (Howell Ferry Road - Pleasant Hill Road) project, F-0341, GaDOT Project No. CM000-00SW-00(029), P.I. No. 171344, total increase $69,117.76, total reduction -$115,362.47; revised contract amount of $1,152,643.29. This is the final change order for this contract. This contract is funded 69.8% by the Georgia Department of Transportation and 30.2% by the 2009 SPLOST Program. District 1/Brooks

Attachments	Memorandum, Agreement
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approval
Department Head	mkconroy (4/17/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2005 SPLOST	$1,268,005	$-46,244	ajbovos (4/19/2013)
Finance Comments	* Current contract amount. Requested allocation is the net increase and decrease per Supplemental Agreement No.1 - Final.			

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

JUSTIFICATION LETTER

TO: Board of Commissioners

THRU: Martin K. Conroy, P.E., Director
Department of Transportation

FROM: Alan R. Chapman, P.E., Deputy Director
Department of Transportation

SUBJECT: **Astra Group, Inc., Supplemental Agreement No. 1 – Final
Western Gwinnett Bikeway (Summerchase Drive-Howell Ferry Road), F-0339, GaDOT Project No. STP00-000E-00(195), P.I. No. 171562 and Western Gwinnett Bikeway (Howell Ferry Road-Pleasant Hill Road), F-0341, GaDOT Project No. CM000-00SW-00(029), P.I. No. 171344, BL-116-10
District 1/Brooks**

DATE: May 7, 2013

PREVIOUS CHANGE ORDER SUMMARY: N/A

REQUESTED ACTION: Request to approve and authorization for Chairman to execute Supplemental Agreement No 1 – Final with Astra Group, Inc. for the Western Gwinnett Bikeway (Summerchase Drive - Howell Ferry Road) project, F-0339, GaDOT Project No. STP00-000E-00(195), P.I. No. 171562 and the Western Gwinnett Bikeway (Howell Ferry Road - Pleasant Hill Road) project, F-0341, GaDOT Project No. CM000-00SW-00(029), P.I. No. 171344, total increase $69,117.76, total reduction -$115,362.47; revised contract amount of $1,152,643.29. This is the final change order for this contract. This contract is funded 69.8% by the Georgia Department of Transportation and 30.2% by the 2009 SPLOST Program.

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER: The work associated with these projects is completed.

DESCRIPTION: This supplemental agreement allows the construction contract for these projects, consisting of adding a multi-use path, curb and gutter and a retaining wall along Peachtree Industrial Boulevard from Summerchase Drive to Pleasant Hill Road, to be closed.

NEED/BENEFIT: As a result of this Supplemental Agreement, quantities can be reconciled to close this construction contract on the projects. Savings was obtained due to elimination of Temporary Barrier, Method No. 1. The remaining difference is due to regular overrun/under run offsets in actual construction quantities versus estimated bid quantities. The extra work in the amount of $69,117.76 was necessary to accommodate field conditions and for traffic signal modifications. A credit to an existing traffic signal line item off-sets $65,998.90 of this increase.

NEGOTIATED COST SAVINGS: Savings is a reduction of bid unit quantities.

RECOMMENDATION: Recommend to approve and authorization for Chairman to execute Supplemental Agreement No. 1-Final with Astra Group. Inc. for the Western Gwinnett Bikeway (Summerchase Drive-Howell Ferry Road), F-0339, GaDOT Project No. STP00-000E-00(195), P.I. No. 171562 and Western Gwinnett Bikeway (Howell Ferry Road-Pleasant Hill Road), F-0341, GaDOT Project No. CM000-00SW-00(029), P.I. No. 171344. The cost of this additional work is $69,117.76. As a result of this supplemental agreement, the approved contract amount is reduced by $46,244.71 and will adjust the previously approved contract amount from $1,198,888.00 to $1,152,643.29.

Cc: File

The complete detailed list is shown below; the changes generally fall into the classifications as indicated.

New Requirement		Unforeseen Condition		Professional Errors & Omissions		County Request		Project Close-out and/or Progress Adjustments	
Item C1001	$ 568.10	Item C1002	$ 4,251.76	Item	$	Item C1003	$ 64,297.90	Item Closeout	($115,362.47)
Item	$	Item C1003	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
	$ 568.10		$ 4,251.76	$			$ 64,297.90		($115,362.47)
Total Dollar Amount Effect of the Change Order				($ 46,244.71)					

New Requirement	
Item #	**Description**
C1001	Extra Work – 5 Section Signal Head
Unforeseen Condition	
Item #	**Description**
C1002	Conc Valley Gutter, 8 in
Professional Errors & Omissions	
Item #	**Description**
County Request	
Item #	**Description**
C1003	Traffic Signal installation No. 1 F-0341 (P.I. 171344) incl adjustment for 12 signal heads
Project Close-out and/or Progress Adjustments	
Item #	**Description**
Close out	Final adjustment of quantities due to contract close out – see final pay statements #11 (F-0341) and #12 (F-0339) attached for line item details.

Gwinnett County Department of Transportation
Supplemental Agreement No. 1 - Final
Astra Group, Inc.
5/7/2013 BOC Agenda
Transfer Schedule
GCID#: 2013-0360

Fund 317 & 317G - 2005 SPLOST & 2005 SPLOST Grant
F-0339-01-3-03-1 & F-0339-01-3-03-2
Western Gwinnett Bikeway (Summerchase Drive - Howell Ferry Road)
Pedestrian Safety Category

	317	317G	TOTAL			
Original Contract	$162,606.00	$650,424.01	$813,030.01	$39,280.11	Savings	Increase PO #2-183520 by $113.62 in 317
SA #1-Final Cost	$113.62	$454.48	$568.10	$568.10	SA #1-Final Cost	Release PO #2-183520 by $160,548.40 in 317G
Revised Contract Amount	$162,719.62	$650,878.49	$813,598.11	$38,712.01		Remaining balance in PO = $568.10 (317 & 317G)
Actual Construction Cost	$149,463.62	$624,854.38	$774,318.00			$6,750.00 liquidated damages assessed on this co-let in 317
Contract Savings	$13,256.00	$26,024.11	$39,280.11	Savings in 317 to remain in the project.		9 days X $750 per day = $6,750.00.
				Reduce grant budget by $160,548.40 in 317G		Release retainage & Service based contract

Fund 317 & 317G - 2005 SPLOST & 2005 SPLOST Grant
F-0341-01-3-03-1 & F-0341-01-3-03-2
Western Gwinnett Bikeway (Howell Ferry Road - Pleasant Hill Road)
Pedestrian Safety Category

	317	317G	TOTAL			
Original Contract	$206,657.99	$179,200.00	$385,857.99	$76,082.36	Savings	Release PO #2-196529 by $34,596.87 in 317
SA #1-Final Cost	$68,549.66	$0.00	$68,549.66	$68,549.66	SA #1-Final Cost	Release PO #2-196529 by $0 in 317G
Revised Contract Amount	$275,207.65	$179,200.00	$454,407.65	$7,532.70	Savings on contract	Remaining balance in PO = $68,549.66 in 317
Actual Construction Cost	$199,125.29	$179,200.00	$378,325.29			0 liquidated damages assessed on this co-let
Contract Savings	$76,082.36	$0.00	$76,082.36	Savings in 317 to remain in the project.		Release retainage
				Reduce grant budget by $0 in 317G		Service based contract

Fund 317 & 317G - 2005 SPLOST & 2005 SPLOST Grant
F-0341-01-3-03-1 & F-0341-01-3-03-2
Western Gwinnett Bikeway (Howell / Pleasant Hill Road)
Pedestrian Safety Category

Total Contract (two co-lets)

	317	317G	TOTAL		
Original Contract	$369,263.99	$829,624.01	$1,198,888.00	$115,362.47	Savings
SA #1-Final Cost	$68,663.28	$454.48	$69,117.76	$69,117.76	SA #1-Final Cost
Revised Contract Amount	$437,927.27	$830,078.49	$1,268,005.76	**$46,244.71**	Savings on contract
Actual Construction Cost	$348,588.91	$804,054.38	$1,152,643.29		
Contract Savings	$89,338.36	$26,024.11	**$115,362.47**		

SUPPLEMENTAL AGREEMENT NO. 1 - FINAL

Gwinnett County Board of Commissioners
Gwinnett County, Georgia

WHEREAS, We, **Astra Group, Inc.** (Contractors), and **Arch Insurance Company** (Surety), entered into a contract with the Gwinnett County Board of Commissioners on **March 15, 2011** for the construction of Project No. **F-0339 & F-0341**, and

WHEREAS, certain items of construction encountered are not covered by the original contract we desire to submit the following Supplemental Agreement to-wit:

ADD THE FOLLOWING FOR PROJECT # F-0339

Line Item	Spec Item	Description	Unit	Quantity	Unit Price	Amount
C1001	004-0012	EXTRA WORK - 5 SECTION SIGNAL HEAD	EA	1	$568.10	$568.10
				NET INCREASE PN F-0339		$568.10

ADD THE FOLLOWING FOR PROJECT # F-0341

Line Item	Spec Item	Description	Unit	Quantity	Unit Price	Amount
C1002	441-4030	CONC VALLEY GUTTER, 8 IN	SY	79.25	$53.65	$4,251.76
C1003	647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0341 (P.I. 171344), INCL ADJUSTMENT FOR 12 SIGNAL HEADS	LS	1	$64,297.90	$64,297.90
				NET INCREASE PN F-0341		$68,549.66
				TOTAL INCREASE		$69,117.76

Approved Contract Amount	**$1,198,888.00**
Increased By	**$69,117.76**
Revised Contract Amount:	**$1,268,005.76**
Actual Construction Cost:	**$1,152,643.29**
Final Reduction	**$115,362.47**

The attached statement lists the final quantities needed to construct this project, and the Contractor accepts the statement to be a true and accurate listing of the pay quantities due and payable to him. **Statement No. 12 Final** for **F-0339** for **$774,318.00. Statement No. 11 Final** for **F-0341** for **$378,325.29**.

In consideration of the amount stated, the undersigned Contractor and Surety, hereby waive any and all claims against the Gwinnett County Board of Commissioners and Gwinnett County as the Contracting agency arising out of, or in connection with the above mentioned contract, which the undersigned now has or may have in the future.

The approved contract amount is reduced by **$115,362.47** as a result of the Supplemental Agreement to a final total of **$1,152,643.29.** The agreement in no way modifies or changes the original contract of which it becomes a part except as specifically stated herein.

It is agreed that as a result of the above modification. The contract time will not be extended.

Now Therefore, We, **Astra Group, Inc.**, Contractor, and **Arch Insurance Company**, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agreed that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specification thereof, and that the original contract is in full force and effect, except in so far as it might be modified by this Supplemental Agreement.

GCID#:_____.

Recommend for Approval:

Director, Program Delivery Division — Date: _____

Director, Department of Transportation — Date: _____

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Dated this _____ day of: _____ 2013

CONTRACTOR: Astra Group, Inc.

Attest: _____ By: _____ (SEAL)

Title: Corporate Secretary Title: President

SURETY: Arch Insurance Company

Attest: _____ By: _____ (SEAL)

Title: John D. Potts Attorney-In-Fact Title: **Marvala Erinkitolos, Attorney-In-Fact**

GWINNETT COUNTY, GEORGIA

Attest: _____ By: _____ (SEAL)

Title: _____

Approved as to form:

County Attorney

GCID#:_____.

AIC 0000067239

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

John David Potts, Lisa Potts, Marvala Erinkitola and Robert L. Potts, Jr. of Woodstock, GA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 27th day of December, 2012.

Attested and Certified

Arch Insurance Company

Martin J. Nilsen, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN MARCINKUS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 14, 2014

Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 27, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____day of _____, 20_____.

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

GWINNETT COUNTY DOT

ROAD IMPROVEMENT PROGRAM

PERIOD ENDING: **FINAL** MONTHLY STATEMENT NO: Final 00011 PROJECT NO: F-0341 (P.I. No. 171344)

SAP NO: F-0341-01-03-03

PROJECT: Western Gwinnett Bikeway(Howell Ferry Rd- Pleasant Hill Rd) FUND: 317 & 317G

BL#: 116-10 GL: 50802000

P.O.: 2-196529

CO-LET PROJECT AMOUNT: $378,325.29

TOTAL CONTRACT AMOUNT: $1,152,643.29

CONTRACT NUMBER: 56-1462

CONTRACTOR: Astra Group, Inc.
300 Churchill Court
Woodstock, GA 30188
VENDOR#: 100275

MAXIMUM RETAINAGE: $18,916.26

Negative Line Items	X
Release Retainage	X
Liquidated Damages	
Materials Allowance	

	TOTAL EARNED TO DATE	TOTAL EARNED LAST STATEMENT	EARNED THIS MONTH
EARNINGS	$378,325.29	$375,774.53	$2,550.76
RETAINAGE	$0.00	$18,788.72	($18,788.72)
TOTALS	$378,325.29	$356,985.81	
		AMOUNT DUE:	**$21,339.48**

Percent Complete
100.00%
Contract Percent Complete
100.00%

84 AVAILABLE DAYS CHARGED

-9 AVAILABLE DAYS REMAINING

CO-LET WITH F-0339
LIQUIDATED DAMAGES ASSESSED ON CO-LET F-0339
TIME CHARGES STOPPED APRIL 20, 2012

I HEREBY CERTIFY THAT THIS ESTIMATE IS CORRECT AND THE AMOUNTS ARE CORRECT, DUE AND UNPAID; AND THAT THE MATERIALS USED AND WORK PERFORMED ARE IN ACCORDANCE WITH THE CONTRACT EXCEPT AS NOTED ON THE ATTACHMENT.

APPROVED FOR PAYMENT

Mike Noller (KA)
RESIDENT ENGINEER

DIRECTOR OF CONSTRUCTION

Henry E. Coleman
MANAGER OF CONSTRUCTION

PROJECT MANAGER

DATE

JOB #:	F-0341 (P.I. No. 171344)
PROJECT:	Western Gwinnett Bikeway(Howell Ferry Rd- Pleasant Hill Rd)
PROJECT ENGINEER:	Mike Nollon
CONTRACT PRICE:	$378,325.29

NOTICE TO PROCEED:	4/22/2011
CONTRACT TIME:	75 days
CONTRACT START DATE:	5/2/2011
PROJECTED COMPLETION:	ACCEPTED

								PA #1 Apr.-11 thru July-11		PA #2 Aug-11 thru Sept-11		PA #3 October-11		PA #4 November-11		PA #5 December-11	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
285	150-1000B	TRAFFIC CONTROL PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$5,170.80	$5,170.80	0.25	$1,292.70	0.04	$206.83	0.14	$723.91	0.23	$1,189.28	0.15	$775.62
290	161-1000B	EROSION CONTROL PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$2,805.00	$2,805.00	0.25	$701.25	0.04	$112.20	0.18	$504.90	0.19	$532.95	0.15	$420.75
295	163-0551B	CONSTRUCT, MAINTAIN & REMOVE INLET SEDIMENT TRAP	Yes	EA	6	$148.50	$891.00	1.5	$222.75								
300	171-0030B	TEMPORARY SILT FENCE, TYPE C	Yes	LF	1740	$2.31	$4,019.40	1194.75	$2,759.87								
305	207-0203B	FOUNDATION BKFILL MATL, TP II	No	CY	30	$36.19	$1,085.70										
310	210-0100B	GRADING COMPLETE PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$36,903.72	$36,903.72			0.28	$10,333.04	0.2	$7,380.74	0.09	$3,321.33	0.28	$10,333.04
315	310-1101B	GR AGGR BASE CRS, INCL MATL	Yes	TN	870	$19.80	$17,226.00	525.48	$10,404.50			116.84	$2,313.43	98.76	$1,955.45		
320	318-3000	AGGR SURF CRS	Yes	TN	20	$19.80	$396.00										
325	402-3103B	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	Yes	TN	175	$93.50	$16,362.50			16.19	$1,513.77			31.86	$2,978.91		
330	402-3113B	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	180	$81.40	$14,652.00			62.62	$5,097.27			56.09	$4,565.73		
335	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	80	$89.10	$7,128.00										
340	402-3190B	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	80	$81.40	$6,512.00										
345	413-1000B	BITUM TACK COAT	Yes	GL	150	$3.08	$462.00			11.9	$36.65			31.52	$97.08		
350	441-0748	CONC MEDIAN, 6 IN	Yes	SY	190	$40.70	$7,733.00										
355	441-6222B	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	Yes	LF	355	$11.44	$4,061.20					173.25	$1,981.98				
360	444-1000B	SAWED JOINTS IN EXIST PAVEMENTS - PCC	Yes	LF	530	$2.57	$1,362.10										
365	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	Yes	CY	21	$159.50	$3,349.50					8.23	$1,312.69				
370	573-2006B	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	No	LF	100	$18.61	$1,861.00										
375	611-3010	RECONSTR DROP INLET, GROUP 1	Yes	EA	1	$1,861.20	$1,861.20										
380	611-3030	RECONSTR STORM SEWER MANHOLE, TP 1	Yes	EA	1	$1,861.20	$1,861.20			0.75	$1,395.90						
385	611-8000B	ADJUST CATCH BASIN TO GRADE	Yes	EA	2	$2,513.50	$5,027.00			1	$2,513.50						
390	620-0100B	TEMPORARY BARRIER, METHOD NO. 1	No	LF	400	$18.22	$7,288.00										
395	636-1020B	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	Yes	SF	73	$14.57	$1,063.61									70	$1,019.90
400	636-1033B	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	Yes	SF	20	$30.25	$605.00									19.5	$589.88
405	636-2030B	GALV STEEL POSTS, TP 3	Yes	LF	206	$14.57	$3,001.42									182	$2,651.74
410	636-2040B	GALV STEEL POSTS, TP 4	No	LF	41	$17.60	$721.60										
415	636-4104B	PLASTIC FLEXIBLE DELINEATOR, TP 2B	Yes	EA	13	$64.90	$843.70										
420	636-5031	DELINEATOR, TP 3A	Yes	EA	2	$275.00	$550.00										
425	641-1200B	GUARDRAIL, TP W	No	LF	25	$19.75	$493.75										
430	641-5001B	GUARDRAIL ANCHORAGE, TP 1	Yes	EA	1	$718.30	$718.30									1	$718.30
435	652-5452B	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Yes	LF	260	$2.75	$715.00										
440	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	Yes	LF	38	$1.17	$44.46										

								PA #1		PA #2		PA #3		PA #4		PA #5	
								Apr.-11 thru July-11		Aug-11 thru Sept-11		October-11		November-11		December-11	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
445	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	Yes	LF	192	$1.17	$224.64										
450	653-1704B	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Yes	LF	228	$5.60	$1,276.80										
455	653-1804B	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	Yes	LF	2933	$1.87	$5,484.71										
460	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	Yes	LF	100	$2.79	$279.00										
465	656-0080	REMOVE EXIST SOLID TRAF STRIPE, 8 IN, THERMOPLASTIC	Yes	LF	600	$1.46	$876.00										
470	656-4001	REMOVE EXIST TRAF MARKING, THERMOPLASTIC	No	SY	4	$19.65	$78.60										
475	668-1100B	CATCH BASIN, GP 1	Yes	EA	1	$3,030.50	$3,030.50			0.75	$2,272.88	0.25	$757.63				
480	668-2100B	DROP INLET, GP 1	Yes	EA	2	$1,861.20	$3,722.40					1	$1,861.20				
485	700-0200B	GRASSING PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$2,838.00	$2,838.00			0.25	$709.50			0.45	$1,277.10		
490	710-9000B	PERMANENT SOIL REINFORCING MAT	No	SY	200	$6.60	$1,320.00										
495	716-2000B	EROSION CONTROL MATS, SLOPES	Yes	SY	60	$1.30	$78.00	186.39	$242.31								
500	615-1200B	DIRECTIONAL BORE - 3 IN	Yes	LF	410	$13.20	$5,412.00										
505	615-1200C	DIRECTIONAL BORE - 5 IN	Yes	LF	100	$18.70	$1,870.00										
510	636-1041B	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	Yes	SF	50	$52.80	$2,640.00										
515	639-4004B	STRAIN POLE, TP IV	Yes	EA	4	$6,041.20	$24,164.80			4	$24,164.80						
520	647-1000B	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0341 (P.I. 171344)	Yes	LS	1	$65,998.90	$65,998.90							0.42	$27,719.54		
525	682-6233B	CONDUIT, NONMETAL, TP 3, 2 IN	Yes	LF	800	$4.29	$3,432.00										
530	935-1511B	OUTSIDE PLANT FIBER OPTIC CABLE, SINGLE MODE, 6 FIBER	Yes	LF	100	$2.31	$231.00										
535	935-4010B	FIBER OPTIC SPLICE, FUSION	Yes	EA	4	$55.00	$220.00										
540	939-2305B	FIELD SWITCH, TYPE C	Yes	EA	1	$2,970.00	$2,970.00										
545	628-0100D	PERMANENT SOIL-NAILED WALL, NO. 4	Yes	LS	1	$76,165.93	$76,165.93					0.9	$68,549.34	0.1	$7,616.59		
550	515-2015D	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	355	$31.81	$11,292.55									360.2	$11,457.96
555	935-8000	TESTING P.I. 171344	No	LS	1	$825.00	$825.00										
560	441-0104B	CONCRETE SIDEWALK, 4 FT P.I. 171344	Yes	SY	222	$66.00	$14,652.00			86.22	$5,690.52	56	$3,696.00	103.61	$6,838.26	119.82	$7,908.12
S1002	Spec. 400	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME - @ **0.50 PAY FACTOR FOR 3/20/12**	Yes	TN		$46.75											
S1003	Spec. 400	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME- **@ 0.80 PAY FACTOR FOR 3/20/12**	Yes	TN		$65.12											
C1002	441-4030	CONC VALLEY GUTTER, 8 IN	Yes	SY	79.25	$53.65	$4,251.76										
C1003	647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0341 (P.I. 171344), INCL ADJUSTMENT FOR 12 SIGNAL HEADS	Yes	LS	1	$64,297.90	$64,297.90										
						TOTAL CONTRACT TO DATE			$15,623.38		$54,046.86		$89,081.82		$58,092.22		$35,875.31
						LESS RETAINAGE			$781.17		$2,702.34		$4,454.09		$2,904.61		$1,793.77
						TOTAL AMOUNT DUE:			$14,842.21		$51,344.52		$84,627.73		$55,187.61		$34,081.54

AVAILABLE DAYS CHARGED	37	17	5	4	4
AVAILABLE DAYS REMAINING	38	21	16	12	8

JOB #:	F-0341 (P.I. No. 171344)
PROJECT:	Western Gwinnett Bikeway(Howell Ferry Rd- Pleasant Hill Rd)
PROJECT ENGINEER:	Mike Nollen
CONTRACT PRICE:	$378,325.29

NOTICE TO PROCEED:	4/22/2011
CONTRACT TIME:	75 days
CONTRACT START DATE:	5/2/2011
PROJECTED COMPLETION:	ACCEPTED

								PA #6		PA #7		PA #8		PA #9		PA #10	
								January-12		February-12		March-12		April-12		May-12 thru Jan-13	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
285	150-1000B	TRAFFIC CONTROL PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$5,170.80	$5,170.80	0.09	$465.37	0.03	$155.12	0.04	$206.83	0.03	$155.12		
290	161-1000B	EROSION CONTROL PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$2,805.00	$2,805.00	0.09	$252.45	0.03	$84.15	0.04	$112.20	0.03	$84.15		
295	163-0551B	CONSTRUCT, MAINTAIN & REMOVE INLET SEDIMENT TRAP	Yes	EA	6	$148.50	$891.00	4.25	$631.13			0.25	$37.13				
300	171-0030B	TEMPORARY SILT FENCE, TYPE C	Yes	LF	1740	$2.31	$4,019.40							398.25	$919.96		
305	207-0203B	FOUNDATION BKFILL MATL, TP II	No	CY	30	$36.19	$1,085.70										
310	210-0100B	GRADING COMPLETE PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$36,903.72	$36,903.72	0.03	$1,107.11			0.06	$2,214.22	0.06	$2,214.22		
315	310-1101B	GR AGGR BASE CRS, INCL MATL	Yes	TN	870	$19.80	$17,226.00					133.77	$2,648.65				
320	318-3000	AGGR SURF CRS	Yes	TN	20	$19.80	$396.00										
325	402-3103B	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	Yes	TN	175	$93.50	$16,362.50										
330	402-3113B	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	180	$81.40	$14,652.00										
335	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	80	$89.10	$7,128.00					72.29	$6,441.04				
340	402-3190B	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	80	$81.40	$6,512.00					44.17	$3,595.44				
345	413-1000B	BITUM TACK COAT	Yes	GL	150	$3.08	$462.00					45.04	$138.72				
350	441-0748	CONC MEDIAN, 6 IN	Yes	SY	190	$40.70	$7,733.00					176.86	$7,198.20				
355	441-6222B	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	Yes	LF	355	$11.44	$4,061.20					151.4	$1,732.02				
360	444-1000B	SAWED JOINTS IN EXIST PAVEMENTS - PCC	Yes	LF	530	$2.57	$1,362.10					36.5	$93.81				
365	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	Yes	CY	21	$159.50	$3,349.50					12.87	$2,052.77				
370	573-2006B	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	No	LF	100	$18.61	$1,861.00										
375	611-3010	RECONSTR DROP INLET, GROUP 1	Yes	EA	1	$1,861.20	$1,861.20					1	$1,861.20				
380	611-3030	RECONSTR STORM SEWER MANHOLE, TP 1	Yes	EA	1	$1,861.20	$1,861.20							0.25	$465.30		
385	611-8000B	ADJUST CATCH BASIN TO GRADE	Yes	EA	2	$2,513.50	$5,027.00	1	$2,513.50								
390	620-0100B	TEMPORARY BARRIER, METHOD NO. 1	No	LF	400	$18.22	$7,288.00										
395	636-1020B	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	Yes	SF	73	$14.57	$1,063.61					3	$43.71				
400	636-1033B	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	Yes	SF	20	$30.25	$605.00									0.46	$13.92
405	636-2030B	GALV STEEL POSTS, TP 3	Yes	LF	206	$14.57	$3,001.42					24	$349.68	39	$568.23		
410	636-2040B	GALV STEEL POSTS, TP 4	No	LF	41	$17.60	$721.60										
415	636-4104B	PLASTIC FLEXIBLE DELINEATOR, TP 2B	Yes	EA	13	$64.90	$843.70					12	$778.80				
420	636-5031	DELINEATOR, TP 3A	Yes	EA	2	$275.00	$550.00					2	$550.00				
425	641-1200B	GUARDRAIL, TP W	No	LF	25	$19.75	$493.75										
430	641-5001B	GUARDRAIL ANCHORAGE, TP 1	Yes	EA	1	$718.30	$718.30										
435	652-5452B	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Yes	LF	260	$2.75	$715.00					267.2	$734.80				
440	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	Yes	LF	38	$1.17	$44.46					38.7	$45.28				

								PA #6		PA #7		PA #8		PA #9		PA #10	
								January-12		February-12		March-12		April-12		May-12 thru Jan-13	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
445	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	Yes	LF	192	$1.17	$224.64					194	$226.98				
450	653-1704B	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Yes	LF	228	$5.60	$1,276.80					188.4	$1,055.04				
455	653-1804B	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	Yes	LF	2933	$1.87	$5,484.71					3765.4	$7,041.30				
460	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	Yes	LF	100	$2.79	$279.00					54	$150.66				
465	656-0080	REMOVE EXIST SOLID TRAF STRIPE, 8 IN, THERMOPLASTIC	Yes	LF	600	$1.46	$876.00					2093.59	$3,056.64				
470	656-4001	REMOVE EXIST TRAF MARKING, THERMOPLASTIC	No	SY	4	$19.65	$78.60										
475	668-1100B	CATCH BASIN, GP 1	Yes	EA	1	$3,030.50	$3,030.50										
480	668-2100B	DROP INLET, GP 1	Yes	EA	2	$1,861.20	$3,722.40										
485	700-0200B	GRASSING PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$2,838.00	$2,838.00									0.3	$851.40
490	710-9000B	PERMANENT SOIL REINFORCING MAT	No	SY	200	$6.60	$1,320.00										
495	716-2000B	EROSION CONTROL MATS, SLOPES	Yes	SY	60	$1.30	$78.00										
500	615-1200B	DIRECTIONAL BORE - 3 IN	Yes	LF	410	$13.20	$5,412.00					384	$5,068.80				
505	615-1200C	DIRECTIONAL BORE - 5 IN	Yes	LF	100	$18.70	$1,870.00					85	$1,589.50				
510	636-1041B	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	Yes	SF	50	$52.80	$2,640.00					49.5	$2,613.60				
515	639-4004B	STRAIN POLE, TP IV	Yes	EA	4	$6,041.20	$24,164.80										
520	647-1000B	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0341 (P.I. 171344)	Yes	LS	1	$65,998.90	$65,998.90			0.22	$14,519.76	0.16	$10,559.82			0.2	$13,199.78
525	682-6233B	CONDUIT, NONMETAL, TP 3, 2 IN	Yes	LF	800	$4.29	$3,432.00	219	$939.51	764	$3,277.56	505	$2,166.45				
530	935-1511B	OUTSIDE PLANT FIBER OPTIC CABLE, SINGLE MODE, 6 FIBER	Yes	LF	100	$2.31	$231.00							121	$279.51		
535	935-4010B	FIBER OPTIC SPLICE, FUSION	Yes	EA	4	$55.00	$220.00					10	$550.00				
540	939-2305B	FIELD SWITCH, TYPE C	Yes	EA	1	$2,970.00	$2,970.00	1	$2,970.00								
545	628-0100D	PERMANENT SOIL-NAILED WALL, NO. 4	Yes	LS	1	$76,165.93	$76,165.93										
550	515-2015D	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	355	$31.81	$11,292.55										
555	935-8000	TESTING P.I. 171344	No	LS	1	$825.00	$825.00										
560	441-0104B	CONCRETE SIDEWALK, 4 FT P.I. 171344	Yes	SY	222	$66.00	$14,652.00					116.34	$7,678.44				
S1002	Spec. 400	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME - @ **0.50 PAY FACTOR FOR 3/20/12**	Yes	TN		$46.75						75.62	$3,535.24				
S1003	Spec. 400	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME- **@ 0.80 PAY FACTOR FOR 3/20/12**	Yes	TN		$65.12						19.36	$1,260.72				
C1002	441-4030	CONC VALLEY GUTTER, 8 IN	Yes	SY	79.25	$53.65	$4,251.76										
C1003	647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0341 (P.I. 171344), INCL ADJUSTMENT FOR 12 SIGNAL HEADS	Yes	LS	1	$64,297.90	$64,297.90										
						TOTAL CONTRACT TO DATE			$8,879.07		$18,036.59		$77,387.69		$4,686.49		$14,065.10
						LESS RETAINAGE			$443.95		$901.83		$3,869.38		$234.32		$703.26
						TOTAL AMOUNT DUE:			$8,435.12		$17,134.76		$73,518.31		$4,452.17		$13,361.84

AVAILABLE DAYS CHARGED	3	2	12		
AVAILABLE DAYS REMAINING	5	3	-9		

JOB #:	F-0341 (P.I. No. 171344)
PROJECT:	Western Gwinnett Bikeway(Howell Ferry Rd- Pleasant Hill Rd)
PROJECT ENGINEER:	Mike Nolion
CONTRACT PRICE:	$378,325.29

NOTICE TO PROCEED:	4/22/2011
CONTRACT TIME:	75 days
CONTRACT START DATE:	5/2/2011
PROJECTED COMPLETION:	ACCEPTED

								PA #11 FINAL				
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	TOTAL UNITS	TOTAL COST	% Complete
285	150-1000B	TRAFFIC CONTROL PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$5,170.80	$5,170.80			1.00	$5,170.78	100.00%
290	161-1000B	EROSION CONTROL PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$2,805.00	$2,805.00			1.00	$2,805.00	100.00%
295	163-0551B	CONSTRUCT, MAINTAIN & REMOVE INLET SEDIMENT TRAP	Yes	EA	6	$148.50	$891.00			6.00	$891.01	100.00%
300	171-0030B	TEMPORARY SILT FENCE, TYPE C	Yes	LF	1740	$2.31	$4,019.40			1593.00	$3,679.83	91.55%
305	207-0203B	FOUNDATION BKFILL MATL, TP II	No	CY	30	$36.19	$1,085.70					
310	210-0100B	GRADING COMPLETE PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$36,903.72	$36,903.72			1.00	$36,903.70	100.00%
315	310-1101B	GR AGGR BASE CRS, INCL MATL	Yes	TN	870	$19.80	$17,226.00			874.85	$17,322.03	100.56%
320	318-3000	AGGR SURF CRS	Yes	TN	20	$19.80	$396.00					
325	402-3103B	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	Yes	TN	175	$93.50	$16,362.50			48.05	$4,492.68	27.46%
330	402-3113B	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	180	$81.40	$14,652.00			118.71	$9,663.00	65.95%
335	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	80	$89.10	$7,128.00			72.29	$6,441.04	90.36%
340	402-3190B	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	80	$81.40	$6,512.00			44.17	$3,595.44	55.21%
345	413-1000B	BITUM TACK COAT	Yes	GL	150	$3.08	$462.00			88.46	$272.45	58.97%
350	441-0748	CONC MEDIAN, 6 IN	Yes	SY	190	$40.70	$7,733.00			176.86	$7,198.20	93.08%
355	441-6222B	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	Yes	LF	355	$11.44	$4,061.20			324.65	$3,714.00	91.45%
360	444-1000B	SAWED JOINTS IN EXIST PAVEMENTS - PCC	Yes	LF	530	$2.57	$1,362.10			36.50	$93.81	6.89%
365	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	Yes	CY	21	$159.50	$3,349.50			21.10	$3,365.46	100.48%
370	573-2006B	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	No	LF	100	$18.61	$1,861.00					
375	611-3010	RECONSTR DROP INLET, GROUP 1	Yes	EA	1	$1,861.20	$1,861.20			1.00	$1,861.20	100.00%
380	611-3030	RECONSTR STORM SEWER MANHOLE, TP 1	Yes	EA	1	$1,861.20	$1,861.20			1.00	$1,861.20	100.00%
385	611-8000B	ADJUST CATCH BASIN TO GRADE	Yes	EA	2	$2,513.50	$5,027.00			2.00	$5,027.00	100.00%
390	620-0100B	TEMPORARY BARRIER, METHOD NO. 1	No	LF	400	$18.22	$7,288.00					
395	636-1020B	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	Yes	SF	73	$14.57	$1,063.61			73.00	$1,063.61	100.00%
400	636-1033B	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	Yes	SF	20	$30.25	$605.00			19.96	$603.80	99.80%
405	636-2030B	GALV STEEL POSTS, TP 3	Yes	LF	206	$14.57	$3,001.42			245.00	$3,569.65	118.93%
410	636-2040B	GALV STEEL POSTS, TP 4	No	LF	41	$17.60	$721.60					
415	636-4104B	PLASTIC FLEXIBLE DELINEATOR, TP 2B	Yes	EA	13	$64.90	$843.70			12.00	$778.80	92.31%
420	636-5031	DELINEATOR, TP 3A	Yes	EA	2	$275.00	$550.00			2.00	$550.00	100.00%
425	641-1200B	GUARDRAIL, TP W	No	LF	25	$19.75	$493.75					
430	641-5001B	GUARDRAIL ANCHORAGE, TP 1	Yes	EA	1	$718.30	$718.30			1.00	$718.30	100.00%
435	652-5452B	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Yes	LF	260	$2.75	$715.00			267.20	$734.80	102.77%
440	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	Yes	LF	38	$1.17	$44.46			38.70	$45.28	101.84%

								PA #11 FINAL				
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	TOTAL UNITS	TOTAL COST	% Complete
445	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	Yes	LF	192	$1.17	$224.64			**194.00**	$226.98	101.04%
450	653-1704B	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Yes	LF	228	$5.60	$1,276.80			188.40	$1,055.04	82.63%
455	653-1804B	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	Yes	LF	2933	$1.87	$5,484.71			**3765.40**	$7,041.30	128.38%
460	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	Yes	LF	100	$2.79	$279.00			54.00	$150.66	54.00%
465	656-0080	REMOVE EXIST SOLID TRAF STRIPE, 8 IN, THERMOPLASTIC	Yes	LF	600	$1.46	$876.00			**2093.59**	$3,056.64	348.93%
470	656-4001	REMOVE EXIST TRAF MARKING, THERMOPLASTIC	No	SY	4	$19.65	$78.60					
475	668-1100B	CATCH BASIN, GP 1	Yes	EA	1	$3,030.50	$3,030.50			1.00	$3,030.51	100.00%
480	668-2100B	DROP INLET, GP 1	Yes	EA	2	$1,861.20	$3,722.40			1.00	$1,861.20	50.00%
485	700-0200B	GRASSING PROJECT NO. F-0341 (P.I. 171344)	Yes	LS	1	$2,838.00	$2,838.00			1.00	$2,838.00	100.00%
490	710-9000B	PERMANENT SOIL REINFORCING MAT	No	SY	200	$6.60	$1,320.00					
495	716-2000B	EROSION CONTROL MATS, SLOPES	Yes	SY	60	$1.30	$78.00			**186.39**	$242.31	310.65%
500	615-1200B	DIRECTIONAL BORE - 3 IN	Yes	LF	410	$13.20	$5,412.00			384.00	$5,068.80	93.66%
505	615-1200C	DIRECTIONAL BORE - 5 IN	Yes	LF	100	$18.70	$1,870.00			85.00	$1,589.50	85.00%
510	636-1041B	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	Yes	SF	50	$52.80	$2,640.00			49.50	$2,613.60	99.00%
515	639-4004B	STRAIN POLE, TP IV	Yes	EA	4	$6,041.20	$24,164.80			4.00	$24,164.80	100.00%
520	647-1000B	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0341 (P.I. 171344)	Yes	LS	1	$65,998.90	$65,998.90	-1	($65,998.90)			
525	682-6233B	CONDUIT, NONMETAL, TP 3, 2 IN	Yes	LF	800	$4.29	$3,432.00			**1488.00**	$6,383.52	186.00%
530	935-1511B	OUTSIDE PLANT FIBER OPTIC CABLE, SINGLE MODE, 6 FIBER	Yes	LF	100	$2.31	$231.00			**121.00**	$279.51	121.00%
535	935-4010B	FIBER OPTIC SPLICE, FUSION	Yes	EA	4	$55.00	$220.00			**10.00**	$550.00	250.00%
540	939-2305B	FIELD SWITCH, TYPE C	Yes	EA	1	$2,970.00	$2,970.00			1.00	$2,970.00	100.00%
545	628-0100D	PERMANENT SOIL-NAILED WALL, NO. 4	Yes	LS	1	$76,165.93	$76,165.93			1.00	$76,165.93	100.00%
550	515-2015D	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	355	$31.81	$11,292.55			**360.20**	$11,457.96	101.46%
555	935-8000	TESTING P.I. 171344	No	LS	1	$825.00	$825.00					
560	441-0104B	CONCRETE SIDEWALK, 4 FT P.I. 171344	Yes	SY	222	$66.00	$14,652.00			**481.99**	$31,811.34	217.11%
S1002	Spec. 400	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME - **@ 0.50 PAY FACTOR FOR 3/20/12**	Yes	TN		$46.75				**75.62**	$3,535.24	
S1003	Spec. 400	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME- **@ 0.80 PAY FACTOR FOR 3/20/12**	Yes	TN		$65.12				**19.36**	$1,260.72	
C1002	441-4030	CONC VALLEY GUTTER, 8 IN	Yes	SY	79.25	$53.65	$4,251.76	79.25	$4,251.76	79.25	$4,251.76	
C1003	647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0341 (P.I. 171344), INCL ADJUSTMENT FOR 12 SIGNAL HEADS	Yes	LS	1	$64,297.90	$64,297.90	1	$64,297.90	1.00	$64,297.90	
						TOTAL CONTRACT TO DATE			$2,550.76		$378,325.29	
						LESS RETAINAGE			($18,788.72)			
						TOTAL AMOUNT DUE:			$21,339.48		$378,325.29	
											TOTAL % COMPLETE	100.00%

AVAILABLE DAYS CHARGED	
AVAILABLE DAYS REMAINING	

GWINNETT COUNTY DOT

ROAD IMPROVEMENT PROGRAM

PERIOD ENDING: **FINAL** MONTHLY STATEMENT NO: Final 00012 PROJECT NO: F-0339 (P.I. No. 171562)

SAP NO: F-0339-01-03-03

PROJECT: Western Gwinnett Bikeway (Summer Chase Dr - Howell Ferry Rd)

BL#: 116-10

FUND: 317 & 317G

GL: 50802000

P.O.: 2-183520

CO-LET PROJECT AMOUNT: $774,318.00

TOTAL CONTRACT AMOUNT: $1,152,643.29

CONTRACT NUMBER: 56-1462

CONTRACTOR: Astra Group, Inc.
300 Churchill Court
Woodstock, GA 30188
VENDOR#: 100275

MAXIMUM RETAINAGE: $38,715.90

Negative Line Items	
Release Retainage	X
Liquidated Damages	
Materials Allowance	

	TOTAL EARNED TO DATE	TOTAL EARNED LAST STATEMENT	EARNED THIS MONTH
EARNINGS	$774,318.00 ✓	$773,749.90 ✓	$568.10 ✓
RETAINAGE	$0.00 ✓	$38,687.50 ✓	($38,687.50) ✓
TOTALS	$774,318.00 ✓	$735,062.40	
		AMOUNT DUE:	$39,255.60 ✓ (ka)

Percent Complete
100.00%

Contract Percent Complete
100.00%

84 AVAILABLE DAYS CHARGED

-9 AVAILABLE DAYS REMAINING

CO-LET with F-0341
LIQUIDATED DAMAGES ASSESSED
TIME CHARGES STOPPED APRIL 20, 2012

I HEREBY CERTIFY THAT THIS ESTIMATE IS CORRECT AND THE AMOUNTS ARE CORRECT, DUE AND UNPAID; AND THAT THE MATERIALS USED AND WORK PERFORMED ARE IN ACCORDANCE WITH THE CONTRACT EXCEPT AS NOTED ON THE ATTACHMENT.

APPROVED FOR PAYMENT

Mike Mallen (ka)
RESIDENT ENGINEER

DIRECTOR OF CONSTRUCTION

Henry E. Cobb
MANAGER OF CONSTRUCTION

PROJECT MANAGER

DATE

JOB #:	F-0339 (P.I. No. 171562)
PROJECT:	Western Gwinnett Bikeway (Summer Chase Dr - Howell Ferry Rd)
PROJECT ENGINEER:	Mike Nollen
CONTRACT PRICE:	$774,318.00

NOTICE TO PROCEED:	4/22/2011
CONTRACT TIME:	75 days
CONTRACT START DATE:	5/2/2011
PROJECTED COMPLETION:	ACCEPTED

								PA #1		PA #2		PA #3		PA #4		PA #5	
								Apr. thru May-11		June-11 thru July-11		Aug-11 thru Sept-11		October-11		November-11	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
5	150-1000A	TRAFFIC CONTROL PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$11,787.05	$11,787.05	0.25	$2,946.76	0.04	$471.48	0.08	$942.96	0.33	$3,889.73	0.07	$825.09
10	161-1000A	EROSION CONTROL PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$3,003.00	$3,003.00	0.25	$750.75	0.04	$120.12	0.08	$240.24	0.33	$990.99	0.07	$210.21
15	163-0551A	CONSTRUCT, MAINTAIN & REMOVE INLET SEDIMENT TRAP	Yes	EA	10	$148.50	$1,485.00	8.25	$1,225.13	2.25	$334.13			2.75	$408.38		
20	171-0030A	TEMPORARY SILT FENCE, TYPE C	Yes	LF	910	$2.31	$2,102.10	2009.25	$4,641.37	81	$187.11						
25	207-0203A	FOUNDATION BKFILL MATL, TP II	No	CY	30	$36.19	$1,085.70										
30	210-0100A	GRADING COMPLETE PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$86,257.42	$86,257.42	0.09	$7,763.17	0.19	$16,388.91	0.1	$8,625.74	0.14	$12,076.04	0.14	$12,076.04
35	310-1101A	GR AGGR BASE CRS, INCL MATL	Yes	TN	1100	$19.80	$21,780.00	20.38	$403.52	459.74	$9,102.85			372.88	$7,383.02		
40	402-3103A	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	Yes	TN	250	$93.50	$23,375.00					30.91	$2,890.09			74.59	$6,974.17
45	402-3113A	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	275	$81.40	$22,385.00					49.99	$4,069.19			91.04	$7,410.66
50	402-3190A	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	No	TN	75	$81.40	$6,105.00										
55	413-1000A	BITUM TACK COAT	Yes	GL	200	$3.08	$616.00					24.71	$76.11			58.55	$180.33
60	441-0204A	PLAIN CONC DITCH PAVING, 4 IN	Yes	SY	553	$27.50	$15,207.50										
65	441-6222A	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	Yes	LF	570	$11.44	$6,520.80			525	$6,006.00			351.4	$4,020.02		
70	444-1000A	SAWED JOINTS IN EXIST PAVEMENTS - PCC	Yes	LF	200	$2.27	$454.00										
75	457-1000A	GEOGRID REINFORCED SLOPE EMBANKMENT	Yes	SY	80	$4.40	$352.00					512.22	$2,253.77				
80	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	Yes	LF	1330	$25.85	$34,380.50	311.6	$8,054.86	960.5	$24,828.93			18.67	$482.62		
85	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	Yes	LF	30	$46.53	$1,395.90										
90	550-4218	FLARED END SECTION, 18 IN, STORM DRAIN	No	EA	1	$1,034.00	$1,034.00										
95	573-2006A	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	No	LF	100	$18.61	$1,861.00										
100	603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	Yes	SY	7	$31.02	$217.14							10.03	$311.13		
105	603-7000	PLASTIC FILTER FABRIC	Yes	SY	7	$2.07	$14.49							10.03	$20.76		
110	611-8000A	ADJUST CATCH BASIN TO GRADE	Yes	EA	7	$1,551.00	$10,857.00					2	$3,102.00			4	$6,204.00
115	620-0100A	TEMPORARY BARRIER, METHOD NO. 1	No	LF	800	$36.44	$29,152.00										
120	636-1020A	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	Yes	SF	118	$14.57	$1,719.26										
125	636-1033A	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	Yes	SF	34	$30.25	$1,028.50										
130	636-2030A	GALV STEEL POSTS, TP 3	Yes	LF	254	$14.58	$3,703.32										
135	636-2040A	GALV STEEL POSTS, TP 4	No	LF	101	$17.60	$1,777.60										
140	636-4104A	PLASTIC FLEXIBLE DELINEATOR, TP 2B	Yes	EA	11	$64.90	$713.90										

								PA #1		PA #2		PA #3		PA #4		PA #5	
								Apr. thru May-11		June-11 thru July-11		Aug-11 thru Sept-11		October-11		November-11	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
145	641-1100	GUARDRAIL, TP T	Yes	LF	40	$75.90	$3,036.00										
150	641-1200A	GUARDRAIL, TP W	Yes	LF	633	$19.74	$12,495.42										
155	641-5001A	GUARDRAIL ANCHORAGE, TP 1	Yes	EA	2	$718.30	$1,436.60										
160	641-5012	GUARDRAIL ANCHORAGE, TP 12	Yes	EA	2	$2,035.00	$4,070.00										
165	652-5452A	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Yes	LF	220	$1.17	$257.40										
170	653-1704A	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Yes	LF	258	$5.60	$1,444.80										
175	653-1804A	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	Yes	LF	2635	$1.87	$4,927.45										
180	668-1100A	CATCH BASIN, GP 1	Yes	EA	7	$3,030.50	$21,213.50	1	$3,030.50	3.5	$10,606.75	1.5	$4,545.75	0.25	$757.63	0.75	$2,272.88
185	668-2100A	DROP INLET, GP 1	Yes	EA	3	$1,861.20	$5,583.60							1	$1,861.20		
190	668-4300	STORM SEWER MANHOLE, TP 1	No	EA	1	$1,861.20	$1,861.20										
195	700-0200A	GRASSING PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$3,263.70	$3,263.70					0.25	$815.93			0.25	$815.93
200	710-9000A	PERMANENT SOIL REINFORCING MAT	Yes	SY	120	$6.60	$792.00					157.09	$1,036.79				
205	716-2000A	EROSION CONTROL MATS, SLOPES	Yes	SY	605	$1.30	$786.50										
210	615-1200A	DIRECTIONAL BORE - 3 IN	Yes	LF	170	$13.20	$2,244.00									120	$1,584.00
215	636-1041A	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	Yes	SF	50	$52.80	$2,640.00										
220	639-4004A	STRAIN POLE, TP IV	Yes	EA	3	$6,041.20	$18,123.60					3	$18,123.60				
225	647-1000A	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0339 (P.I. 171562)	Yes	LS	1	$56,152.80	$56,152.80									0.42	$23,584.18
230	682-6233A	CONDUIT, NONMETAL, TP 3, 2 IN	Yes	LF	800	$4.29	$3,432.00									254	$1,089.66
235	935-1511A	OUTSIDE PLANT FIBER OPTIC CABLE, SINGLE MODE, 6 FIBER	Yes	LF	100	$2.31	$231.00										
240	935-4010A	FIBER OPTIC SPLICE, FUSION	Yes	EA	4	$55.00	$220.00										
245	935-8000	TESTING P.I. 171562	No	LS	1	$825.00	$825.00										
250	939-2305A	FIELD SWITCH, TYPE C	Yes	EA	1	$2,970.00	$2,970.00										
255	628-0100A	PERMANENT SOIL-NAILED WALL, NO. 1	Yes	LS	1	$174,940.86	$174,940.86					0.5	$87,470.43			0.25	$43,735.22
260	515-2015A	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	400	$31.81	$12,724.00										
265	628-0100B	PERMANENT SOIL-NAILED WALL, NO. 2	Yes	LS	1	$16,830.72	$16,830.72					1	$16,830.72				
270	515-2015B	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	70	$31.81	$2,226.70										
275	628-0100C	PERMANENT SOIL-NAILED WALL, NO. 3	Yes	LS	1	$145,108.98	$145,108.98					0.75	$108,831.74	0.15	$21,766.35	0.1	$14,510.90
280	515-2015C	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	400	$31.81	$12,724.00										
282	441-0104A	CONCRETE SIDEWALK, 4 FT P.I. 171562	Yes	SY	153	$66.00	$10,098.00					121.39	$8,011.74	84.85	$5,600.10	135.11	$8,917.26
350	441-0748	CONC MEDIAN, 6 IN	Yes	SY		$40.70											
S1001	Spec 108.08	LIQUIDATED DAMAGES (PER SPEC 108.08)	Yes	DAY		($750.00)											
C1001	004-0012	EXTRA WORK - 5 SECTION SIGNAL HEAD	Yes	EA	1	$568.10	$568.10										
						TOTAL CONTRACT TO DATE			$28,816.06		$68,046.28		$267,866.80		$59,567.97		$130,390.53
						LESS RETAINAGE			$1,440.80		$3,402.31		$13,393.34		$2,978.40		$6,519.53
						TOTAL AMOUNT DUE:			$27,375.26		$64,643.97		$254,473.46		$56,589.57		$123,871.00

AVAILABLE DAYS CHARGED	10	27	17	5	4
AVAILABLE DAYS REMAINING	65	38	21	16	12

JOB #:	F-0339 (P.I. No. 171562)
PROJECT:	Western Gwinnett Bikeway (Summer Chase Dr - Howell Ferry Rd)
PROJECT ENGINEER:	Mike Nollen
CONTRACT PRICE:	$774,318.00

NOTICE TO PROCEED:	4/22/2011
CONTRACT TIME:	75 days
CONTRACT START DATE:	5/2/2011
PROJECTED COMPLETION:	ACCEPTED

								PA #6		PA #7		PA #8		PA #9		PA #10	
								December-11		January-12		February-12		March-12		April-12	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
5	150-1000A	TRAFFIC CONTROL PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$11,787.05	$11,787.05	0.16	$1,885.93	0.02	$235.74			0.02	$235.74	0.03	$353.61
10	161-1000A	EROSION CONTROL PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$3,003.00	$3,003.00	0.16	$480.48	0.02	$60.06			0.02	$60.06	0.03	$90.09
15	163-0551A	CONSTRUCT, MAINTAIN & REMOVE INLET SEDIMENT TRAP	Yes	EA	10	$148.50	$1,485.00			1.5	$222.75			0.25	$37.13		
20	171-0030A	TEMPORARY SILT FENCE, TYPE C	Yes	LF	910	$2.31	$2,102.10									696.75	$1,609.49
25	207-0203A	FOUNDATION BKFILL MATL, TP II	No	CY	30	$36.19	$1,085.70										
30	210-0100A	GRADING COMPLETE PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$86,257.42	$86,257.42	0.18	$15,526.34	0.04	$3,450.30			0.09	$7,763.17	0.03	$2,587.72
35	310-1101A	GR AGGR BASE CRS, INCL MATL	Yes	TN	1100	$19.80	$21,780.00	259.89	$5,145.82								
40	402-3103A	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	Yes	TN	250	$93.50	$23,375.00			92.46	$8,645.01						
45	402-3113A	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	275	$81.40	$22,385.00	74.34	$6,051.28	49.37	$4,018.72						
50	402-3190A	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	No	TN	75	$81.40	$6,105.00										
55	413-1000A	BITUM TACK COAT	Yes	GL	200	$3.08	$616.00			67.55	$208.05						
60	441-0204A	PLAIN CONC DITCH PAVING, 4 IN	Yes	SY	553	$27.50	$15,207.50	245.4	$6,748.50	6.09	$167.48			307.33	$8,451.56		
65	441-6222A	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	Yes	LF	570	$11.44	$6,520.80	12	$137.28								
70	444-1000A	SAWED JOINTS IN EXIST PAVEMENTS - PCC	Yes	LF	200	$2.27	$454.00							53.14	$120.63		
75	457-1000A	GEOGRID REINFORCED SLOPE EMBANKMENT	Yes	SY	80	$4.40	$352.00										
80	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	Yes	LF	1330	$25.85	$34,380.50										
85	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	Yes	LF	30	$46.53	$1,395.90							8	$372.24		
90	550-4218	FLARED END SECTION, 18 IN, STORM DRAIN	No	EA	1	$1,034.00	$1,034.00										
95	573-2006A	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	No	LF	100	$18.61	$1,861.00										
100	603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	Yes	SY	7	$31.02	$217.14										
105	603-7000	PLASTIC FILTER FABRIC	Yes	SY	7	$2.07	$14.49										
110	611-8000A	ADJUST CATCH BASIN TO GRADE	Yes	EA	7	$1,551.00	$10,857.00										
115	620-0100A	TEMPORARY BARRIER, METHOD NO. 1	No	LF	800	$36.44	$29,152.00										
120	636-1020A	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	Yes	SF	118	$14.57	$1,719.26	73	$1,063.61								
125	636-1033A	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	Yes	SF	34	$30.25	$1,028.50	19.5	$589.88								
130	636-2030A	GALV STEEL POSTS, TP 3	Yes	LF	254	$14.58	$3,703.32	218	$3,178.44	36	$524.88						
135	636-2040A	GALV STEEL POSTS, TP 4	No	LF	101	$17.60	$1,777.60										
140	636-4104A	PLASTIC FLEXIBLE DELINEATOR, TP 2B	Yes	EA	11	$64.90	$713.90							10	$649.00		

								PA #6		PA #7		PA #8		PA #9		PA #10	
								December-11		January-12		February-12		March-12		April-12	
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price	PA Units	PA Price
145	641-1100	GUARDRAIL, TP T	Yes	LF	40	$75.90	$3,036.00	40	$3,036.00	41	$3,111.90			21	$1,593.90		
150	641-1200A	GUARDRAIL, TP W	Yes	LF	633	$19.74	$12,495.42	139.1	$2,745.83	314	$6,198.36			125	$2,467.50		
155	641-5001A	GUARDRAIL ANCHORAGE, TP 1	Yes	EA	2	$718.30	$1,436.60	2	$1,436.60	1	$718.30						
160	641-5012	GUARDRAIL ANCHORAGE, TP 12	Yes	EA	2	$2,035.00	$4,070.00			1	$2,035.00			1	$2,035.00		
165	652-5452A	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Yes	LF	220	$1.17	$257.40							191.3	$223.82		
170	653-1704A	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Yes	LF	258	$5.60	$1,444.80							51.2	$286.72		
175	653-1804A	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	Yes	LF	2635	$1.87	$4,927.45							1260	$2,356.20		
180	668-1100A	CATCH BASIN, GP 1	Yes	EA	7	$3,030.50	$21,213.50										
185	668-2100A	DROP INLET, GP 1	Yes	EA	3	$1,861.20	$5,583.60							1	$1,861.20		
190	668-4300	STORM SEWER MANHOLE, TP 1	No	EA	1	$1,861.20	$1,861.20										
195	700-0200A	GRASSING PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$3,263.70	$3,263.70									0.2	$652.74
200	710-9000A	PERMANENT SOIL REINFORCING MAT	Yes	SY	120	$6.60	$792.00										
205	716-2000A	EROSION CONTROL MATS, SLOPES	Yes	SY	605	$1.30	$786.50			481.78	$626.31						
210	615-1200A	DIRECTIONAL BORE - 3 IN	Yes	LF	170	$13.20	$2,244.00										
215	636-1041A	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	Yes	SF	50	$52.80	$2,640.00							49.5	$2,613.60		
220	639-4004A	STRAIN POLE, TP IV	Yes	EA	3	$6,041.20	$18,123.60										
225	647-1000A	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0339 (P.I. 171562)	Yes	LS	1	$56,152.80	$56,152.80					0.22	$12,353.62	0.16	$8,984.45		
230	682-6233A	CONDUIT, NONMETAL, TP 3, 2 IN	Yes	LF	800	$4.29	$3,432.00										
235	935-1511A	OUTSIDE PLANT FIBER OPTIC CABLE, SINGLE MODE, 6 FIBER	Yes	LF	100	$2.31	$231.00									74	$170.94
240	935-4010A	FIBER OPTIC SPLICE, FUSION	Yes	EA	4	$55.00	$220.00									4	$220.00
245	935-8000	TESTING P.I. 171562	No	LS	1	$825.00	$825.00										
250	939-2305A	FIELD SWITCH, TYPE C	Yes	EA	1	$2,970.00	$2,970.00			1	$2,970.00						
255	628-0100A	PERMANENT SOIL-NAILED WALL, NO. 1	Yes	LS	1	$174,940.86	$174,940.86	0.15	$26,241.13			0.1	$17,494.09				
260	515-2015A	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	400	$31.81	$12,724.00			402.8	$12,813.07						
265	628-0100B	PERMANENT SOIL-NAILED WALL, NO. 2	Yes	LS	1	$16,830.72	$16,830.72										
270	515-2015B	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	70	$31.81	$2,226.70	69	$2,194.89								
275	628-0100C	PERMANENT SOIL-NAILED WALL, NO. 3	Yes	LS	1	$145,108.98	$145,108.98										
280	515-2015C	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	400	$31.81	$12,724.00	377	$11,992.37								
282	441-0104A	CONCRETE SIDEWALK, 4 FT P.I. 171562	Yes	SY	153	$66.00	$10,098.00	42.51	$2,805.66								
350	441-0748	CONC MEDIAN, 6 IN	Yes	SY		$40.70								16.67	$678.47		
S1001	Spec 108.08	LIQUIDATED DAMAGES (PER SPEC 108.08)	Yes	DAY		($750.00)								9	($6,750.00)		
C1001	004-0012	EXTRA WORK - 5 SECTION SIGNAL HEAD	Yes	EA	1	$568.10	$568.10										
						TOTAL CONTRACT TO DATE			$91,260.04		$46,005.93		$29,847.71		$34,040.41		$5,684.59
						LESS RETAINAGE			$4,563.00		$2,300.30		$1,492.39		$1,702.02		$284.23
						TOTAL AMOUNT DUE:			$86,697.04		$43,705.63		$28,355.32		$32,338.39		$5,400.36

AVAILABLE DAYS CHARGED								4		3		2		12			
AVAILABLE DAYS REMAINING								8		5		3		-9			

JOB #:	F-0339 (P.I. No. 171562)
PROJECT:	Western Gwinnett Bikeway (Summer Chase Dr - Howell Ferry Rd)
PROJECT ENGINEER:	Mike Nollen
CONTRACT PRICE:	$774,318.00

NOTICE TO PROCEED:	4/22/2011
CONTRACT TIME:	75 days
CONTRACT START DATE:	5/2/2011
PROJECTED COMPLETION:	ACCEPTED

								PA #11 May-12 thru Jan-13		PA #12 FINAL				
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	TOTAL UNITS	TOTAL COST	% Complete
5	150-1000A	TRAFFIC CONTROL PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$11,787.05	$11,787.05					1.00	$11,787.04	100.00%
10	161-1000A	EROSION CONTROL PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$3,003.00	$3,003.00					1.00	$3,003.00	100.00%
15	163-0551A	CONSTRUCT, MAINTAIN & REMOVE INLET SEDIMENT TRAP	Yes	EA	10	$148.50	$1,485.00					15.00	$2,227.52	150.00%
20	171-0030A	TEMPORARY SILT FENCE, TYPE C	Yes	LF	910	$2.31	$2,102.10					2787.00	$6,437.97	306.26%
25	207-0203A	FOUNDATION BKFILL MATL, TP II	No	CY	30	$36.19	$1,085.70							
30	210-0100A	GRADING COMPLETE PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$86,257.42	$86,257.42					1.00	$86,257.43	100.00%
35	310-1101A	GR AGGR BASE CRS, INCL MATL	Yes	TN	1100	$19.80	$21,780.00					1112.89	$22,035.21	101.17%
40	402-3103A	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	Yes	TN	250	$93.50	$23,375.00					197.96	$18,509.27	79.18%
45	402-3113A	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Yes	TN	275	$81.40	$22,385.00					264.74	$21,549.85	96.27%
50	402-3190A	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	No	TN	75	$81.40	$6,105.00							
55	413-1000A	BITUM TACK COAT	Yes	GL	200	$3.08	$616.00					150.81	$464.49	75.41%
60	441-0204A	PLAIN CONC DITCH PAVING, 4 IN	Yes	SY	553	$27.50	$15,207.50					558.82	$15,367.56	101.05%
65	441-6222A	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	Yes	LF	570	$11.44	$6,520.80					888.40	$10,163.30	155.86%
70	444-1000A	SAWED JOINTS IN EXIST PAVEMENTS - PCC	Yes	LF	200	$2.27	$454.00					53.14	$120.63	26.57%
75	457-1000A	GEOGRID REINFORCED SLOPE EMBANKMENT	Yes	SY	80	$4.40	$352.00					512.22	$2,253.77	640.28%
80	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	Yes	LF	1330	$25.85	$34,380.50					1290.77	$33,366.41	97.05%
85	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	Yes	LF	30	$46.53	$1,395.90					8.00	$372.24	26.67%
90	550-4218	FLARED END SECTION, 18 IN, STORM DRAIN	No	EA	1	$1,034.00	$1,034.00							
95	573-2006A	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	No	LF	100	$18.61	$1,861.00							
100	603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	Yes	SY	7	$31.02	$217.14					10.03	$311.13	143.29%
105	603-7000	PLASTIC FILTER FABRIC	Yes	SY	7	$2.07	$14.49					10.03	$20.76	143.29%
110	611-8000A	ADJUST CATCH BASIN TO GRADE	Yes	EA	7	$1,551.00	$10,857.00					6.00	$9,306.00	85.71%
115	620-0100A	TEMPORARY BARRIER, METHOD NO. 1	No	LF	800	$36.44	$29,152.00							
120	636-1020A	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	Yes	SF	118	$14.57	$1,719.26					73.00	$1,063.61	61.86%
125	636-1033A	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	Yes	SF	34	$30.25	$1,028.50	0.46	$13.92			19.96	$603.80	58.71%
130	636-2030A	GALV STEEL POSTS, TP 3	Yes	LF	254	$14.58	$3,703.32					254.00	$3,703.32	100.00%
135	636-2040A	GALV STEEL POSTS, TP 4	No	LF	101	$17.60	$1,777.60							
140	636-4104A	PLASTIC FLEXIBLE DELINEATOR, TP 2B	Yes	EA	11	$64.90	$713.90					10.00	$649.00	90.91%

								PA #11 May-12 thru Jan-13		PA #12 FINAL				
Item #	GDOT #	Description	Mat'l Cert.	Units	Bid Quantity	Unit Price	Bid Price	PA Units	PA Price	PA Units	PA Price	TOTAL UNITS	TOTAL COST	% Complete
145	641-1100	GUARDRAIL, TP T	Yes	LF	40	$75.90	$3,036.00					102.00	$7,741.80	255.00%
150	641-1200A	GUARDRAIL, TP W	Yes	LF	633	$19.74	$12,495.42					578.10	$11,411.69	91.33%
155	641-5001A	GUARDRAIL ANCHORAGE, TP 1	Yes	EA	2	$718.30	$1,436.60					3.00	$2,154.90	150.00%
160	641-5012	GUARDRAIL ANCHORAGE, TP 12	Yes	EA	2	$2,035.00	$4,070.00					2.00	$4,070.00	100.00%
165	652-5452A	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Yes	LF	220	$1.17	$257.40					191.30	$223.82	86.95%
170	653-1704A	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Yes	LF	258	$5.60	$1,444.80					51.20	$286.72	19.84%
175	653-1804A	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	Yes	LF	2635	$1.87	$4,927.45					1260.00	$2,356.20	47.82%
180	668-1100A	CATCH BASIN, GP 1	Yes	EA	7	$3,030.50	$21,213.50					7.00	$21,213.51	100.00%
185	668-2100A	DROP INLET, GP 1	Yes	EA	3	$1,861.20	$5,583.60					2.00	$3,722.40	66.67%
190	668-4300	STORM SEWER MANHOLE, TP 1	No	EA	1	$1,861.20	$1,861.20							
195	700-0200A	GRASSING PROJECT NO. F-0339 (P.I. 171562)	Yes	LS	1	$3,263.70	$3,263.70	0.3	$979.11			1.00	$3,263.71	100.00%
200	710-9000A	PERMANENT SOIL REINFORCING MAT	Yes	SY	120	$6.60	$792.00					157.09	$1,036.79	130.91%
205	716-2000A	EROSION CONTROL MATS, SLOPES	Yes	SY	605	$1.30	$786.50					481.78	$626.31	79.63%
210	615-1200A	DIRECTIONAL BORE - 3 IN	Yes	LF	170	$13.20	$2,244.00					120.00	$1,584.00	70.59%
215	636-1041A	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	Yes	SF	50	$52.80	$2,640.00					49.50	$2,613.60	99.00%
220	639-4004A	STRAIN POLE, TP IV	Yes	EA	3	$6,041.20	$18,123.60					3.00	$18,123.60	100.00%
225	647-1000A	TRAFFIC SIGNAL INSTALLATION NO. 1 F-0339 (P.I. 171562)	Yes	LS	1	$56,152.80	$56,152.80	0.2	$11,230.56			1.00	$56,152.80	100.00%
230	682-6233A	CONDUIT, NONMETAL, TP 3, 2 IN	Yes	LF	800	$4.29	$3,432.00					254.00	$1,089.66	31.75%
235	935-1511A	OUTSIDE PLANT FIBER OPTIC CABLE, SINGLE MODE, 6 FIBER	Yes	LF	100	$2.31	$231.00					74.00	$170.94	74.00%
240	935-4010A	FIBER OPTIC SPLICE, FUSION	Yes	EA	4	$55.00	$220.00					4.00	$220.00	100.00%
245	935-8000	TESTING P.I. 171562	No	LS	1	$825.00	$825.00							
250	939-2305A	FIELD SWITCH, TYPE C	Yes	EA	1	$2,970.00	$2,970.00					1.00	$2,970.00	100.00%
255	628-0100A	PERMANENT SOIL-NAILED WALL, NO. 1	Yes	LS	1	$174,940.86	$174,940.86					1.00	$174,940.87	100.00%
260	515-2015A	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	400	$31.81	$12,724.00					402.80	$12,813.07	100.70%
265	628-0100B	PERMANENT SOIL-NAILED WALL, NO. 2	Yes	LS	1	$16,830.72	$16,830.72					1.00	$16,830.72	100.00%
270	515-2015B	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	70	$31.81	$2,226.70					69.00	$2,194.89	98.57%
275	628-0100C	PERMANENT SOIL-NAILED WALL, NO. 3	Yes	LS	1	$145,108.98	$145,108.98					1.00	$145,108.99	100.00%
280	515-2015C	GALV STEEL PIPE HANDRAIL, 1 1/4 IN ROUND	Yes	LF	400	$31.81	$12,724.00					377.00	$11,992.37	94.25%
282	441-0104A	CONCRETE SIDEWALK, 4 FT P.I. 171562	Yes	SY	153	$66.00	$10,098.00					383.86	$25,334.76	250.89%
350	441-0748	CONC MEDIAN, 6 IN	Yes	SY		$40.70						16.67	$678.47	
S1001	Spec 108.08	LIQUIDATED DAMAGES (PER SPEC 108.08)	Yes	DAY		($750.00)						9.00	($6,750.00)	
C1001	004-0012	EXTRA WORK - 5 SECTION SIGNAL HEAD	Yes	EA	1	$568.10	$568.10			1	$568.10	1.00	$568.10	100.00%
					TOTAL CONTRACT TO DATE				$12,223.59		$568.10		$774,318.00	
					LESS RETAINAGE				$611.18		($38,687.50)			
					TOTAL AMOUNT DUE:				$11,612.41		$39,255.60		$774,318.00	
													TOTAL % COMPLETE	100.00%

AVAILABLE DAYS CHARGED			
AVAILABLE DAYS REMAINING			

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130361	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Transportation			Date Submitted:	04/15/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	alreed			Multiple Depts?	
Budget Type:	Capital			Special Routing:	
Agenda Type	Ratification	Rezoning Type			

Item of Business: Locked by Purchasing: No

of various work authorizations with Moreland Altobelli Associates, Inc., total cost $1,598,595.61. These projects are funded 56.6% by the 2009 SPLOST Program and 43.4% by the 2005 SPLOST Program.

Attachments	Memorandum, Work Authorizations
Authorization: Chairman's Signature?	No
Staff Recommendation	Approval
Department Head	mkconroy (4/17/2013)
Attorney	jbsavage (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	Transfer $506,707.587 from 05 / 09 SPLOST Major Roads Contingency; $5,000 to Old Peachtree Road (at Cedar Drive) and $506,707.57 to SR 20 (PIB - Burnette Trail). Transfer $72,500 from 05 / 09 SPLOST Sidewalk Contingency; $26,500 to Harbins Road (Singleton Rd to Pirkle Rd) and $46,000 to Buford Hwy(Gravitt Trail-Simpson Ciircle.

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2005 SPLOST	*	$694,176	ajbovos (4/19/2013)
Yes	2009 SPLOST	*	$904,419	

Finance Comments	* Funds available in multiple projects per attached justification support.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Transportation
Director's Office

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.7417 • (fax) 770.822.7429

gwinnettcounty

M E M O R A N D U M

TO: Board of Commissioners

FROM: Martin K. Conroy, P.E., Director
Department of Transportation

SUBJECT: Work Authorization No. 3323, 3325, 3338, 3365, 3366-3384 and 3386-3393

DATE: May 7, 2013

The Department of Transportation requests ratification of the following Moreland Alobellti Associates, Inc. work authorizations:

- WA 3323 for plan constructability review and utility coordination on the SR 120 (Lawrenceville Suwanee Road existing sidewalk to East Riverside Parkway) project, F-0810; at a fee of $26,500.00.
- WA 3325 for plan constructability review and utility coordination on the Harbins Road (Singleton Road to Pirkle Road) project, F-0814; at a fee of $26,500.00.
- WA 3338 for construction inspection and for funds needed for plan constructability review and utility coordination on the North Berkeley Lake Road (1200' West of Lakeshore Drive-Bush Road) project, F-0094, at a fee of $36,645.21.
- WA 3365 for funds needed for conducting a feasibility analysis and an FHWA interchange study on the McGinnis Ferry Road (at I-85 Interchange) project, F-0783, at a fee of $10,300.00.
- WA 3366 for construction inspection on the Hurricane Shoals Road (SR 120-Collins Hill Road) project, M-0689, at a fee of $68,079.31.
- WA 3367 for funds needed for plan constructability review and utility coordination and right of way acquisition on the Hurricane Shoals Road (SR 120-Hillcrest Green Drive) project, F-0797, at a fee of $50,000.00.
- WA 3368 for construction inspection on the Cruse Road Queuing Lane (Sweetwater Middle School) project, F-0614-07, at a fee of $16,777.05.
- WA 3369 for construction inspection on the Dickens Road Queuing Lane (Hopkinis Elementary School) project, F-0740-03, at a fee of $7,548.98.

- WA 3370 for construction inspection and for funds needed for plan constructability review and utility coordination on the Old Peachtree Road (at Cedar Drive) project, M-0691, at a fee of $42,447.07.
- WA 3371 for construction inspection on the Simonton Road (at McCart Road) project, M-0701, at a fee of $46,599.71.
- WA 3372 for construction inspection on the Simonton Road (Simonton Elementary School) project, F-0771, at a fee of $26,497.51.
- WA 3373 for construction inspection on the 2013 Gwinnett County Resurfacing project, M-0663-13, at a fee of $338,093.20.
- WA 3374 for funds needed for construction inspection on the Sugarloaf Parkway Extension, Phase I, Section 3B project, F-0270-01, at a fee of $50,000.00.
- WA 3375 for plan constructability review and utility coordination on the Beaver Ruin Road (Rockborough Trail-Bailey Drive) project, F-0870, at a fee of $17,500.00.
- WA 3376 for plan constructability review and utility coordination on the Cruse Road (Sugarloaf Parkway-Old Norcross Road) project, F-0869, at a fee of $17,500.00.
- WA 3377 for plan constructability review and utility coordination on the SR 141 (Holcomb Bridge Road-Woodhill Drive/Spalding Drive-Triangle Drive) project, F-0874, at a fee of $17,500.00.
- WA 3378 for right of way acquisition on 5 parcels and appraisal fees on the Peachtree Ridge Relief Cluster Middle School (Northbrook Parkway) project, F-0777-02, at a fee of $16,500.00.
- WA 3379 for right of way acquisition on 5 parcels and appraisal fees on the Bethany Church Road (US 78 to Overland Trail) project, F-0600, at a fee of $16,500.00.
- WA 3380 for right of way acquisition on 2 parcels and appraisal fees on the Killian Hill Road (US 78 to Longhorn Restaurant) project, F-0816, at a fee of $7,000.00.
- WA 3381 for plan constructability review and utility coordination on the ATMS/ITS Indian Trail Road project, M-0685-25, at a fee of $25,000.00.
- WA 3382 for plan constructability review and utility coordination on the Rockbridge Road (Five Forks Trickum Road to East Park Place Boulevard) project, F-0822, at a fee of $26,200.00.
- WA 3383 for right of way acquisition on 14 parcels and appraisal fees on the Buford Highway (Simpson Circle-North Berkeley Lake Road) project, F-0803, at a fee of $46,000.00.
- WA 3384 for funds needed for construction inspection on the Killian Hill Road at Yellow River Bridge project, F-0042, at a fee of $75,000.00.
- WA 3386 for funds needed for construction inspection on the Cruse Road (Sweetwater Creek) project, F-0786, at a fee of $12,500.00.
- WA 3387 for funds needed for plan constructability review and utility coordination and right of way acquisition on the Crooked Creek Road (Peachtree Elementary School) project, F-0772, at a fee of $25,000.00.
- WA 3388 for funds needed for right of way acquisition on the Club Drive (Club Drive Park W.-Pleasant Hill Road) project, F-0793, at a fee of $6,000.00.
- WA 3389 for funds needed for construction inspection on the New Hope Road (Archer High School-Tribble Mill Parkway) project, F-0850-01, at a fee of $1,500.00.

- WA 3390 for funds needed for right of way acquisition on the South Bogan Road (Kilgore Road-Hamilton Mill Road) project, M-0692, at a fee of $7,500.00.
- WA 3391 for plan constructability review and utility coordination on the Oakland Park Boulevard (U.S. 78-Hewatt Road) project, F-0788-06, at a fee of $12,500.00.
- WA 3392 for plan constructability review and utility coordination on the Give Center West-Peachtree Industrial Boulevard project, F-0875, at a fee of $21,200.00.
- WA 3393 for construction inspection and for funds needed for plan constructability review and utility coordination on the SR 20 (Peachtree Industrial Boulevard-Burnette Trail) project, F-0019-01, at a fee of $501,707.57.

The total cost for this agenda item is $1,598,595.61. These projects are funded 56.6% by the 2005 SPLOST Program and 43.4% by the 2005 SPLOST Program. These projects lie within all Commission

Transfer Schedule
Moreland Altobelli Work Authorizations
5/7/2013 Agenda
GCID: 20130361

Fund	Project	W/A	Requested	Current Balance	Transfer Amount	Transfer From	Remaining Balance	Comments
317	F-0094-01-2-03	3338	$2,500.00	$2,500.00	$0.00	NA	$0.00	
317	F-0094-01-3-02	3338	$34,145.21	$34,145.21	$0.00	NA	$0.00	
317	F-0614-07-3-02	3368	$16,777.05	$16,777.05	$0.00	NA	$0.00	
317	M-0691-01-2-03	3370	$5,000.00	$0.00	$5,000.00	O-0113-01-1-02	$0.00	2005 Road Program Contingency
317	M-0691-01-3-02	3370	$37,447.07	$37,447.07	$0.00	NA	$0.00	
317	M-0701-01-3-02	3371	$46,599.71	$46,599.71	$0.00	NA	$0.00	
317	F-0270-01-3-02	3374	$50,000.00	$50,000.00	$0.00	NA	$0.00	
317	F-0019-01-2-03	3393	$15,000.00	$0.00	$15,000.00	O-0103-01-1-02	$0.00	2005 Major Road Contingency
317	F-0019-01-3-02	3393	$486,707.57	$0.00	$486,707.57	O-0103-01-1-02	$0.00	2005 Major Road Contingency
	Total - 317		**$694,176.61**	**$187,469.04**	**$506,707.57**		**$0.00**	
318	F-0810-01-2-03	3323	$26,500.00	$26,500.00	$0.00	NA	$0.00	
318	F-0814-01-2-03	3325	$26,500.00	$0.00	$26,500.00	O-0109-01-1-02	$0.00	2009 Pedestrian Safety Contingency
318	F-0783-01-2-02	3365	$10,300.00	$10,300.00	$0.00	NA	$0.00	
318	M-0689-01-3-02	3366	$68,079.31	$68,079.31	$0.00	NA	$0.00	
318	F-0797-01-2-03	3367	$34,000.00	$34,000.00	$0.00	NA	$0.00	
318	F-0797-01-2-05	3367	$16,000.00	$16,000.00	$0.00	NA	$0.00	
318	F-0740-03-3-02	3369	$7,548.98	$7,548.98	$0.00	NA	$0.00	
318	F-0771-01-3-02	3372	$26,497.51	$26,497.51	$0.00	NA	$0.00	
318	M-0663-13-3-02	3373	$338,093.20	$338,093.20	$0.00	NA	$0.00	
318	F-0870-01-2-03	3375	$17,500.00	$17,500.00	$0.00	NA	$0.00	
318	F-0869-01-2-03	3376	$17,500.00	$17,500.00	$0.00	NA	$0.00	
318	F-0874-01-2-03	3377	$17,500.00	$17,500.00	$0.00	NA	$0.00	
318	F-0777-02-2-05	3378	$15,000.00	$15,000.00	$0.00	NA	$0.00	
318	F-0777-02-2-02	3378	$1,500.00	$1,500.00	$0.00	NA	$0.00	
318	F-0600-01-2-05	3379	$15,000.00	$15,000.00	$0.00	NA	$0.00	
318	F-0600-01-2-02	3379	$1,500.00	$1,500.00	$0.00	NA	$0.00	
318	F-0816-01-2-05	3380	$6,000.00	$6,000.00	$0.00	NA	$0.00	
318	F-0816-01-2-02	3380	$1,000.00	$1,000.00	$0.00	NA	$0.00	
318	M-0685-25-2-03	3381	$25,000.00	$25,000.00	$0.00	NA	$0.00	
318	F-0822-01-2-03	3382	$26,200.00	$26,200.00	$0.00	NA	$0.00	
318	F-0803-01-2-05	3383	$42,000.00	$0.00	$42,000.00	O-0109-01-1-02	$0.00	2009 Pedestrian Safety Contingency
318	F-0803-01-2-02	3383	$4,000.00	$0.00	$4,000.00	O-0109-01-1-02	$0.00	2009 Pedestrian Safety Contingency
318	F-0042-01-3-02	3384	$75,000.00	$75,000.00	$0.00	NA	$0.00	

Transfer Schedule

Moreland Altobelli Work Authorizations

5/7/2013 Agenda

GCID: 20130361

Fund	Project	W/A	Requested	Current Balance	Transfer Amount	Transfer From	Remaining Balance	Comments
318	F-0786-01-3-02	3386	$12,500.00	$12,500.00	$0.00	NA	$0.00	
318	F-0772-01-2-03	3387	$14,000.00	$14,000.00	$0.00	NA	$0.00	
318	F-0772-01-2-05	3387	$11,000.00	$11,000.00	$0.00	NA	$0.00	
318	F-0793-01-2-05	3388	$6,000.00	$6,000.00	$0.00	NA	$0.00	
318	F-0850-01-3-02	3389	$1,500.00	$1,500.00	$0.00	NA	$0.00	
318	M-0692-01-2-05	3390	$7,500.00	$7,500.00	$0.00	NA	$0.00	
318	F-0788-06-2-03	3391	$12,500.00	$12,500.00	$0.00	NA	$0.00	
318	F-0875-01-2-03	3392	$21,200.00	$21,200.00	$0.00	NA	$0.00	
	Total - 318		**$904,419.00**	**$831,919.00**	**$72,500.00**		**$0.00**	
	Grand Total		**$1,598,595.61**	**$1,019,388.04**	**$579,207.57**		**$0.00**	

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3323 REV**
Submittal Date: **April 3, 2013**

Project: **SR 120 (Lawrenceville Suwanee Road existing sidewalk to East Riverside Parkway)**
Project No.: **F-0810**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 26,500.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3323 REV** **$ 26,500.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **April 3, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: SR 120 (Lawrenceville Suwanee existing sidewalk to East Riverside Parkway)

Project No.: F-0810

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	10	$479.40
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	10	$601.80
Office Engineer	$75.48	20	$1,509.60
Plan Review / Bid Preparation	$61.20	50	$3,060.00
Design Liaison	$93.84	50	$4,692.00
Manager	$114.24	10	$1,142.40
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	3	$296.82
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	63	$4,819.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	3	$137.70
Construction Manager	$87.72	25	$2,193.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	20	$795.60
Review Engineer	$87.72	50	$4,386.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$24,113.82**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$886.18**

Total estimate for Preliminary Engineering **$25,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: SR 120 (Lawrenceville Suwanee existing sidewalk to East Riverside Parkway)

Project No.: F-0810

Estimate for Environmental Services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26	14	$899.64
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94	5	$494.70
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$1,394.34**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$105.66**

Total estimate for Environmental Services **$1,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3325 REV**
Submittal Date: **April 3, 2013**

Project: **Harbins Road Sidewalk (Singleton Road to Pirkle Road)**
Project No.: **F-0814**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 26,500.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3325 REV** **$ 26,500.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **April 3, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Harbins Road Sidewalk (Singleton Road to Pirkle Road)

Project No.: F-0814

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	10	$479.40
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	10	$601.80
Office Engineer	$75.48	20	$1,509.60
Plan Review / Bid Preparation	$61.20	50	$3,060.00
Design Liaison	$93.84	50	$4,692.00
Manager	$114.24	10	$1,142.40
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	3	$296.82
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	63	$4,819.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	3	$137.70
Construction Manager	$87.72	25	$2,193.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	20	$795.60
Review Engineer	$87.72	50	$4,386.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$24,113.82**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total	**$886.18**
Total estimate for Preliminary Engineering	**$25,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Harbins Road Sidewalk (Singleton Road to Pirkle Road)

Project No.: F-0814

Estimate for Environmental Services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26	14	$899.64
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94	5	$494.70
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$1,394.34**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$105.66**

Total estimate for Environmental Services **$1,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3338 REV**
Submittal Date: **April 3, 2013**

Project: **North Berkeley Lake Road (1200' West of Lakeshore Drive - Bush Road)**
Project No.: **F-0094**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)	**$ 2,500.00**
Construction Inspection	**$ 34,145.21**
Estimated Construction Cost: **$455,269.44**	

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3338 REV** **$ 36,645.21**

Signed: ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **April 3, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: North Berkeley Lake Road (1200' West of Lakeshore Drive - Bush Road)

Project No.: F-0094

Estimate for Preliminary Engineering services: Funds are necessary for preliminary design review services including preparation of the bid documents.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	1	$47.94
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	1	$60.18
Office Engineer	$75.48	2	$150.96
Plan Review / Bid Preparation	$61.20	5	$306.00
Design Liaison	$93.84	5	$469.20
Manager	$114.24	1	$114.24
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	1	$98.94
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	5	$382.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	1	$45.90
Construction Manager	$87.72	2	$175.44
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	2	$79.56
Review Engineer	$87.72	5	$438.60
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$2,369.46**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$130.54**

Total estimate for Preliminary Engineering **$2,500.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: North Berkeley Lake Road (1200' West of Lakeshore Drive - Bush Road)

Project No.: F-0094

Estimate for Construction Inspection: Estimated Construction Cost: $455,269.44

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	401	$19,223.94
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	84	$5,055.12
Office Engineer	$75.48	55	$4,151.40
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	5	$571.20
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	11	$1,088.34
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	9	$688.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	25	$2,193.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	5	$198.90
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$33,170.40**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$974.81**

Total estimate for Construction Inspection **$34,145.21**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3365 REV**
Submittal Date: **March 22, 2013**

Project: **McGinnis Ferry Road @ I-85 Interchange**
Project No.: **F-0783**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) _____

Construction Inspection _____
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown. _____

Other Services: (See attached explanation) **$ 10,300.00**

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3365 REV** **$ 10,300.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: McGinnis Ferry Road @ I-85 Interchange

Project No.: F-0783

Estimate for Other Services: Funds are needed for conducting a feasibility analysis and recommendation for the level of FHWA interchange study required as well as for preparation of a conceptual drawing to include items discussed between Gwinnett DOT and Georgia DOT.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68	89	$7,625.52
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94	24.92	$2,465.58
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$10,091.10**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total	**$208.90**
Total estimate for Other Services	**$10,300.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3366**
Submittal Date: **February 11, 2013**

Project: **Hurricane Shoals Road (SR 120 - ~~SR 20~~)** Collins Hill Road
Project No.: **M-0689**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 68,079.31**
Estimated Construction Cost: **$907,724.11**

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3366** **$ 68,079.31**

Signed: ARC Date:
Director, Department of Transportation

Signed: Henry E. Collins Date: **February 11, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Hurricane Shoals Road (SR 120 - SR 20)

Project No.: M-0689

Estimate for Construction Inspection: Estimated Construction Cost: $907,724.11

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	799	$38,304.06
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	168	$10,110.24
Office Engineer	$75.48	109	$8,227.32
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	9	$1,028.16
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	23	$2,275.62
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	18	$1,377.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	50	$4,386.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	9	$358.02
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$66,066.42**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$2,012.89**

Total estimate for Construction Inspection **$68,079.31**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3367**
Submittal Date: **February 11, 2013**

Project: **Hurricane Shoals Road (SR 120 - Hillcrest Green Drive)**
Project No.: **F-0797**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 34,000.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown. **$ 16,000.00**

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3367** **$ 50,000.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **February 11, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Hurricane Shoals Road (SR 120 - Hillcrest Green Drive)

Project No.: F-0797

Estimate for Preliminary Engineering services: Funds are needed for plan reviews, utility coordination, Georgia DOT coordination, as well as preparing bid documents for this multi project letting

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	11	$527.34
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	11	$661.98
Office Engineer	$75.48	28	$2,113.44
Plan Review / Bid Preparation	$61.20	68	$4,161.60
Design Liaison	$93.84	68	$6,381.12
Manager	$114.24	11	$1,256.64
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	5	$494.70
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	85	$6,502.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	4	$183.60
Construction Manager	$87.72	34	$2,982.48
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	27	$1,074.06
Review Engineer	$87.72	68	$5,964.96
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$32,304.42**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$1,695.58**

Total estimate for Preliminary Engineering **$34,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Hurricane Shoals Road (SR 120 - Hillcrest Green Drive)

Project No.: F-0797

Estimate for Right of Way acquisition services: Funds are needed for right of way services due to additional parcels being added for traffic signal equipment easements, multiple plan revisions in order to eliminate parcels, and several other difficult and lengthy negotiations

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	27	$2,533.68
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	42	$4,369.68
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	27	$1,074.06
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	27	$1,349.46
Right of Way Acquisition Agent	$55.08	85	$4,681.80
Attorney	$112.20	11	$1,234.20
Professional services total			**$15,242.88**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$757.12**

Total estimate for Right of Way acquisition services: **$16,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3368**
Submittal Date: **February 11, 2013**

Project: **Cruse Road Queuing Lane (Sweetwater Middle School)**
Project No.: **F-0614-07**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 16,777.05**
Estimated Construction Cost: **$223,694.06**

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3368** **$ 16,777.05**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **February 11, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Cruse Road Queuing Lane (Sweetwater Middle School)

Project No.: F-0614-07

Estimate for Construction Inspection: Estimated Construction Cost: $223,694.06

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	197	$9,444.18
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	41	$2,467.38
Office Engineer	$75.48	27	$2,037.96
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	2	$228.48
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	6	$593.64
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	4	$306.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	12	$1,052.64
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	2	$79.56
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$16,209.84**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$567.21**

Total estimate for Construction Inspection **$16,777.05**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3369**
Submittal Date: **February 11, 2013**

Project: **Dickens Road Queuing Lane (Hopkins Elementary School)**
Project No.: **F-0740-03**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 7,548.98**
Estimated Construction Cost: **$100,653.05**

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3369** **$ 7,548.98**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: _____ Date: **February 11, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Dickens Road Queuing Lane (Hopkins Elementary School)

Project No.: F-0740-03

Estimate for Construction Inspection: Estimated Construction Cost: $100,653.05

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	89	$4,266.66
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	19	$1,143.42
Office Engineer	$75.48	12	$905.76
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	1	$114.24
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	3	$296.82
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	2	$153.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	6	$526.32
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	1	$39.78
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$7,446.00**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$102.98**

Total estimate for Construction Inspection **$7,548.98**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3370**
Submittal Date: **February 11, 2013**

Project: **Old Peachtree Road (at Cedar Drive)**
Project No.: **M-0691**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 5,000.00**

Construction Inspection **$ 37,447.07**
Estimated Construction Cost: **$499,294.25**

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3370** **$ 42,447.07**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **February 11, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Old Peachtree Road (at Cedar Drive)

Project No.: M-0691

Estimate for Preliminary Engineering services: Funds are needed for plan review of traffic signal revisions and for final preparation of project letting documents.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	2	$95.88
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	2	$120.36
Office Engineer	$75.48	4	$301.92
Plan Review / Bid Preparation	$61.20	10	$612.00
Design Liaison	$93.84	10	$938.40
Manager	$114.24	2	$228.48
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	1	$98.94
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	12	$918.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	1	$45.90
Construction Manager	$87.72	5	$438.60
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	4	$159.12
Review Engineer	$87.72	10	$877.20
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$4,834.80**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$165.20**

Total estimate for Preliminary Engineering **$5,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Old Peachtree Road (at Cedar Drive)

Project No.: M-0691

Estimate for Construction Inspection: Estimated Construction Cost: $499,294.25

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	439	$21,045.66
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	92	$5,536.56
Office Engineer	$75.48	60	$4,528.80
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	5	$571.20
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	12	$1,187.28
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	10	$765.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	27	$2,368.44
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	5	$198.90
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$36,201.84**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$1,245.23**

Total estimate for Construction Inspection **$37,447.07**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3371**
Submittal Date: **March 11, 2013**

Project: **Simonton Road (at McCart Road)**
Project No.: **M-0701**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 46,599.71**
Estimated Construction Cost: **$621,329.40**

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3371** **$ 46,599.71**

Signed: _____ ARC Date: 4/15/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 11, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Simonton Road at McCart Road

Project No.: M-0701

Estimate for Construction Inspection: Estimated Construction Cost: $621,329.40

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	547	$26,223.18
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	115	$6,920.70
Office Engineer	$75.48	75	$5,661.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	6	$685.44
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	16	$1,583.04
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	12	$918.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	34	$2,982.48
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	6	$238.68
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$45,212.52**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$1,387.19**

Total estimate for Construction Inspection **$46,599.71**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3372**
Submittal Date: **March 11, 2013**

Project: **Simonton Road (Simonton Elementary School)**
Project No.: **F-0771**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 26,497.51**
Estimated Construction Cost: **$353,300.10**

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3372** **$ 26,497.51**

Signed: _____ ARC Date: 9/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 11, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Simonton Road (Simonton Elementary School)

Project No.: F-0771

Estimate for Construction Inspection: Estimated Construction Cost: $353,300.10

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	311	$14,909.34
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	65	$3,911.70
Office Engineer	$75.48	42	$3,170.16
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	4	$456.96
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	9	$890.46
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	7	$535.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	19	$1,666.68
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	4	$159.12
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$25,699.92**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$797.59**

Total estimate for Construction Inspection **$26,497.51**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3373**
Submittal Date: **March 22, 2013**

Project: **2013 Gwinnett County Resurfacing**
Project No.: **M-0663-13**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection — **$ 338,093.20**
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3373** — **$ 338,093.20**

Signed: _____ Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: 2013 Gwinnett County Resurfacing

Project No.: M-0663-13

Estimate for Construction Inspection:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	3050	$146,217.00
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	180	$20,563.20
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	1675	$146,931.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	200	$7,956.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$321,667.20**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$16,426.00**

Total estimate for Construction Inspection **$338,093.20**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3374**
Submittal Date: **March 22, 2013**

Phase I, Section 3B

Project: **Sugarloaf Parkway Extension 1-3B**
Project No.: **F-0270-01**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) _____

Construction Inspection **$ 50,000.00**
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of __parcels of rights of way and/or easements. See attached Fee Breakdown. _____

Other Services: (See attached explanation) _____

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3374** **$ 50,000.00**

Signed: _____ ARC Date: 4/15/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Sugarloaf Parkway Extension 1-3B

Project No.: F-0270-01

Estimate for Construction Inspection: Funds are needed for construction inspection of the punch list, coordination with Georgia DOT on the project close out, reconciliation of final quantities with the contractor, preparation of the project's material certification, and preparation of the final supplemental agreement for final contract close out.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	587	$28,140.78
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	123	$7,402.14
Office Engineer	$75.48	80	$6,038.40
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	7	$799.68
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	17	$1,681.98
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	13	$994.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	37	$3,245.64
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	7	$278.46
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$48,581.58**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$1,418.42**

Total estimate for Construction Inspection **$50,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3375**
Submittal Date: **March 22, 2013**

Project: **Beaver Ruin Road Sidewalk (Rockbrorough Trail - Bailey Drive)**
Project No.: **F-0870**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 17,500.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3375** **$ 17,500.00**

Signed: _____ ARC Date: 4/8/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Beaver Ruin Road Sidewalk (Rockbrorough Trail - Bailey Drive)

Project No.: F-0870

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	6	$287.64
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	6	$361.08
Office Engineer	$75.48	14	$1,056.72
Plan Review / Bid Preparation	$61.20	35	$2,142.00
Design Liaison	$93.84	35	$3,284.40
Manager	$114.24	6	$685.44
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	2	$197.88
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	44	$3,366.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	2	$91.80
Construction Manager	$87.72	17	$1,491.24
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	14	$556.92
Review Engineer	$87.72	35	$3,070.20
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$16,591.32**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$908.68**

Total estimate for Preliminary Engineering **$17,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3376**
Submittal Date: **March 22, 2013**

Project: **Cruse Road Sidewalk (Sugarloaf Parkway - Old Norcross Road)**
Project No.: **F-0869**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 17,500.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3376** **$ 17,500.00**

Signed: _____ ARC Date: 4/15/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Cruse Road Sidewalk (Sugarloaf Parkway - Old Norcross Road)

Project No.: F-0869

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	6	$287.64
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	6	$361.08
Office Engineer	$75.48	14	$1,056.72
Plan Review / Bid Preparation	$61.20	35	$2,142.00
Design Liaison	$93.84	35	$3,284.40
Manager	$114.24	6	$685.44
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	2	$197.88
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	44	$3,366.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	2	$91.80
Construction Manager	$87.72	17	$1,491.24
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	14	$556.92
Review Engineer	$87.72	35	$3,070.20
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$16,591.32**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$908.68**

Total estimate for Preliminary Engineering **$17,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3377**
Submittal Date: **March 22, 2013**

Project: **S.R. 141 Sidewalk (Holcomb Bridge Road - Woodhill Drive)** Spalding Drive, Triangle Drive
Project No.: **F-0874**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 17,500.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3377** **$ 17,500.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: S.R. 141 Sidewalk (Holcomb Bridge Road - Woodhill Drive)

Project No.: F-0874

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	6	$287.64
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	6	$361.08
Office Engineer	$75.48	14	$1,056.72
Plan Review / Bid Preparation	$61.20	35	$2,142.00
Design Liaison	$93.84	35	$3,284.40
Manager	$114.24	6	$685.44
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	2	$197.88
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	44	$3,366.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	2	$91.80
Construction Manager	$87.72	17	$1,491.24
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	14	$556.92
Review Engineer	$87.72	35	$3,070.20
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$16,591.32**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$908.68**

Total estimate for Preliminary Engineering **$17,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3378**
Submittal Date: **March 22, 2013**

Project: **Peachtree Ridge Relief Cluster Middle School** (Northbrook Pkwy)
Project No.: **F-0777-02**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) _____

Construction Inspection _____
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of **5** parcels of rights of way and/or easements. See attached Fee Breakdown. **$ 15,000.00**

Other Services: (See attached explanation) **$ 1,500.00**

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3378** **$ 16,500.00**

Signed: _____ ARC Date: 4/8/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Peachtree Ridge Relief Cluster Middle School

Project No.: F-0777-02

Estimate for Right of Way acquisition services: 5 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	25	$2,346.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	40	$4,161.60
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	25	$994.50
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	25	$1,249.50
Right of Way Acquisition Agent	$55.08	80	$4,406.40
Attorney	$112.20	10	$1,122.00
Professional services total			**$14,280.00**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$720.00**

Total estimate for Right of Way acquisition services: **$15,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Peachtree Ridge Relief Cluster Middle School

Project No.: F-0777-02

Estimate for Fee Appraisal services: 3 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	15	$1,407.60
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$1,407.60**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$92.40**

Total estimate for Right of Way acquisition services: **$1,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3379**
Submittal Date: **March 22, 2013**

Project: **Bethany Church Road (US 78 to Overland Trail)**
Project No.: **F-0600**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of **5** parcels of rights of way and/or easements. See attached Fee Breakdown. **$ 15,000.00**

Other Services: (See attached explanation) **$ 1,500.00**

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3379** **$ 16,500.00**

Signed: ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Bethany Church Road (US 78 to Overland Trail)

Project No.: F-0600

Estimate for Right of Way acquisition services: 5 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	25	$2,346.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	40	$4,161.60
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	25	$994.50
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	25	$1,249.50
Right of Way Acquisition Agent	$55.08	80	$4,406.40
Attorney	$112.20	10	$1,122.00
Professional services total			**$14,280.00**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$720.00**

Total estimate for Right of Way acquisition services: **$15,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Bethany Church Road (US 78 to Overland Trail)

Project No.: F-0600

Estimate for Fee Appraisal services: 3 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	15	$1,407.60
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$1,407.60**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$92.40**

Total estimate for Right of Way acquisition services: **$1,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3380**
Submittal Date: **March 22, 2013**

Project: **Killian Hill Road (US 78 to Longhorn Restaurant)**
Project No.: **F-0816**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of **2** parcels of rights of way and/or easements. See attached Fee Breakdown. **$ 6,000.00**

Other Services: (See attached explanation) **$ 1,000.00**

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3380** **$ 7,000.00**

Signed: ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Killian Hill Road (US 78 to Longhorn Restaurant)

Project No.: F-0816

Estimate for Right of Way acquisition services: 2 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	10	$938.40
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	16	$1,664.64
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	10	$397.80
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	10	$499.80
Right of Way Acquisition Agent	$55.08	32	$1,762.56
Attorney	$112.20	4	$448.80
Professional services total			**$5,712.00**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$288.00**

Total estimate for Right of Way acquisition services: **$6,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Killian Hill Road (US 78 to Longhorn Restaurant)

Project No.: F-0816

Estimate for Fee Appraisal services: 2 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	10	$938.40
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$938.40**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$61.60**

Total estimate for Right of Way acquisition services: **$1,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3381**
Submittal Date: **March 22, 2013**

Project: **ATMS / ITS Indian Trail Road**
Project No.: **M-0685-25**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 25,000.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of __parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3381** **$ 25,000.00**

Signed: _____ Date: 4/8/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: ATMS / ITS Indian Trail Road

Project No.: M-0685-25

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	8	$383.52
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	8	$481.44
Office Engineer	$75.48	20	$1,509.60
Plan Review / Bid Preparation	$61.20	50	$3,060.00
Design Liaison	$93.84	50	$4,692.00
Manager	$114.24	8	$913.92
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	3	$296.82
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	62	$4,743.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	3	$137.70
Construction Manager	$87.72	22	$1,929.84
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	31	$1,233.18
Review Engineer	$87.72	50	$4,386.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$23,767.02**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$1,232.98**

Total estimate for Preliminary Engineering **$25,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3382**
Submittal Date: **March 22, 2013**

Project: **Rockbridge Road Sidewalk (Five Forks Trickum Road to East Park Place Boulevard)**
Project No.: **F-0822**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 26,200.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3382** **$ 26,200.00**

Signed: _____ ARC Date: 4/15/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Rockbridge Road Sidewalk (Five Forks Trickum Road to East Park Place Boulevard)

Project No.: F-0822

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	8	$383.52
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	8	$481.44
Office Engineer	$75.48	20	$1,509.60
Plan Review / Bid Preparation	$61.20	50	$3,060.00
Design Liaison	$93.84	50	$4,692.00
Manager	$114.24	8	$913.92
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	3	$296.82
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	62	$4,743.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	3	$137.70
Construction Manager	$87.72	22	$1,929.84
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	31	$1,233.18
Review Engineer	$87.72	50	$4,386.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$23,767.02**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$1,232.98**

Total estimate for Preliminary Engineering **$25,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program
Project: Rockbridge Road Sidewalk (Five Forks Trickum Road to East Park Place Boulevard)
Project No.: F-0822

Estimate for Environmental Services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26	11	$706.86
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94	4	$395.76
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$1,102.62**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total	**$97.38**
Total estimate for Environmental Services	**$1,200.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3383**
Submittal Date: **March 22, 2013**

Project: **Buford Highway (Simpson Circle - North Berkeley Lake Road)**
Project No.: **F-0803**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of **14** parcels of rights of way and/or easements. See attached Fee Breakdown. **$ 42,000.00**

Other Services: (See attached explanation) **$ 4,000.00**

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3383** **$ 46,000.00**

Signed: ARC Date: 4/8/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Buford Highway (Simpson Circle - North Berkeley Lake Road)

Project No.: F-0803

Estimate for Right of Way acquisition services: 14 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	70	$6,568.80
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	112	$11,652.48
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	70	$2,784.60
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	70	$3,498.60
Right of Way Acquisition Agent	$55.08	224	$12,337.92
Attorney	$112.20	28	$3,141.60
Professional services total			**$39,984.00**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$2,016.00**

Total estimate for Right of Way acquisition services: **$42,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Buford Highway (Simpson Circle - North Berkeley Lake Road)

Project No.: F-0803

Estimate for Fee Appraisal services: 8 Parcels

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	40	$3,753.60
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$3,753.60**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$246.40**

Total estimate for Right of Way acquisition services: **$4,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3384**
Submittal Date: **March 22, 2013**

Project: **Killian Hill Road at Yellow River Bridge**
Project No.: **F-0042**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 75,000.00**
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of __parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3384** **$ 75,000.00**

Signed: ARC Date: 4/8/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Killian Hill Road at Yellow River Bridge

Project No.: F-0042

Estimate for Construction Inspection: Funds are needed for construction inspection services on this multi-staged bridge replacement project. There have been delays involving utility relocations and the duration of the project has been extended due to slow progress of the contractor.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	880	$42,187.20
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	185	$11,133.30
Office Engineer	$75.48	120	$9,057.60
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	10	$1,142.40
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	25	$2,473.50
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	20	$1,530.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	55	$4,824.60
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	10	$397.80
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$72,746.40**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total	**$2,253.60**
Total estimate for Construction Inspection	**$75,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3386**
Submittal Date: **March 22, 2013**

Project: **Cruse Road (Sweetwater Creek)**
Project No.: **F-0786**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 12,500.00**
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3386** **$ 12,500.00**

Signed: _____ ARC Date: 4/15/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Cruse Road (Sweetwater Creek)

Project No.: F-0786

Estimate for Construction Inspection: Funds are needed for inspections services including coordination efforts on Gwinnett Departement of Water Resources facilities and coordination with property owners adjacent to the project.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	147	$7,047.18
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	31	$1,865.58
Office Engineer	$75.48	20	$1,509.60
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	2	$228.48
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	4	$395.76
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	3	$229.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	9	$789.48
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	2	$79.56
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$12,145.14**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total	**$354.86**
Total estimate for Construction Inspection	**$12,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3387**
Submittal Date: **March 22, 2013**

Project: **Crooked Creek Road (Peachtree Elementary School)**
Project No.: **F-0772**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 14,000.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of __parcels of rights of way and/or easements. See attached Fee Breakdown. **$ 11,000.00**

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3387** **$ 25,000.00**

Signed: _____ ARC Date: 4/8/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Crooked Creek Road (Peachtree Elementary School)

Project No.: F-0772

Estimate for Preliminary Engineering services: Funds are needed for plan constructability review and bidding assistance.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	4	$191.76
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	4	$240.72
Office Engineer	$75.48	11	$830.28
Plan Review / Bid Preparation	$61.20	28	$1,713.60
Design Liaison	$93.84	28	$2,627.52
Manager	$114.24	4	$456.96
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	2	$197.88
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	35	$2,677.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	2	$91.80
Construction Manager	$87.72	12	$1,052.64
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	17	$676.26
Review Engineer	$87.72	28	$2,456.16
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$13,213.08**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$786.92**

Total estimate for Preliminary Engineering **$14,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Crooked Creek Road (Peachtree Elementary School)

Project No.: F-0772

Estimate for Right of Way acquisition services: Funds are needed for right of way acquistion services due to difficult and lengthy negotiations.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	18	$1,689.12
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	29	$3,017.16
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	18	$716.04
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	18	$899.64
Right of Way Acquisition Agent	$55.08	59	$3,249.72
Attorney	$112.20	7	$785.40
Professional services total			**$10,357.08**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$642.92**

Total estimate for Right of Way acquisition services: **$11,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. 3388
Submittal Date: March 22, 2013

Project: Club Drive Sidewalk (Club Drive Park W - Pleasant Hill Road)
Project No.: F-0793

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) _____

Construction Inspection _____
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of __parcels of rights of way and/or easements. See attached Fee Breakdown. $ 6,000.00

Other Services: (See attached explanation) _____

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. 3388 $ 6,000.00

Signed: _____ ARC Date: 4/15/13
Director, Department of Transportation

Signed: Henry E. Collins Date: March 22, 2013
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Club Drive Sidewalk

Project No.: F-0793

Estimate for Right of Way acquisition services: Funds are needed for right of way acquistion services due to difficult and lengthy negotiations.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	10	$938.40
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	16	$1,664.64
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	10	$397.80
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	10	$499.80
Right of Way Acquisition Agent	$55.08	32	$1,762.56
Attorney	$112.20	4	$448.80
Professional services total			**$5,712.00**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$288.00**

Total estimate for Right of Way acquisition services: **$6,000.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3389**
Submittal Date: **March 22, 2013**

Project: **New Hope Road (Archer High School - Tribble Mill Parkway)**
Project No.: **F-0850**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection **$ 1,500.00**
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3389** **$ 1,500.00**

Signed: ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: New Hope Road (Archer High School - Tribble Mill Parkway)

Project No.: F-0850

Estimate for Construction Inspection: Funds are needed for final quantity resolution and preparation of the final Supplemental Agreement.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	18	$862.92
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	4	$240.72
Office Engineer	$75.48	2	$150.96
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	0	$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	1	$98.94
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	0	$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	1	$87.72
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	0	$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$1,441.26**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$58.74**

Total estimate for Construction Inspection **$1,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3390**
Submittal Date: **March 22, 2013**

Project: **South Bogan Road (Kilgore Road - Hamilton Mill Road)**
Project No.: **M-0692**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)

Construction Inspection
Estimated Construction Cost:

Land Acquisition Services-

Acquisition of __parcels of rights of way and/or easements. See attached Fee Breakdown. **$ 7,500.00**

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3390** **$ 7,500.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: South Bogan Road (Kilgore Road - Hamilton Mill Road)

Project No.: M-0692

Estimate for Right of Way acquisition services: Funds are needed for right of way acquistion services due to difficult and lengthy negotiations.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84	12	$1,126.08
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04	21	$2,184.84
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	12	$477.36
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98	12	$599.76
Right of Way Acquisition Agent	$55.08	38	$2,093.04
Attorney	$112.20	6	$673.20
Professional services total			**$7,154.28**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$345.72**

Total estimate for Right of Way acquisition services: **$7,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3391**
Submittal Date: **March 22, 2013**

Project: **Oakland Park Boulevard (US 78 - Hewatt Road)**
Project No.: **F-0788-06**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 12,500.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of __parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3391** **$ 12,500.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Oakland Park Boulevard (US 78 - Hewatt Road)

Project No.: F-0788-06

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	5	$239.70
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	4	$240.72
Office Engineer	$75.48	10	$754.80
Plan Review / Bid Preparation	$61.20	25	$1,530.00
Design Liaison	$93.84	25	$2,346.00
Manager	$114.24	5	$571.20
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	1	$98.94
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	31	$2,371.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	2	$91.80
Construction Manager	$87.72	12	$1,052.64
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	10	$397.80
Review Engineer	$87.72	25	$2,193.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$11,888.10**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$611.90**

Total estimate for Preliminary Engineering **$12,500.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. **3392**
Submittal Date: **March 22, 2013**

Project: **Give Center West - Peachtree Industrial Boulevard**
Project No.: **F-0875**

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services) **$ 21,200.00**

Construction Inspection
Estimated Construction Cost: _____

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown.

Other Services: (See attached explanation)

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. **3392** **$ 21,200.00**

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: **March 22, 2013**
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: Give Center West - Peachtree Industrial Boulevard

Project No.: F-0875

Estimate for Preliminary Engineering services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	8	$383.52
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	6	$361.08
Office Engineer	$75.48	16	$1,207.68
Plan Review / Bid Preparation	$61.20	40	$2,448.00
Design Liaison	$93.84	40	$3,753.60
Manager	$114.24	8	$913.92
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	2	$197.88
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	50	$3,825.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	3	$137.70
Construction Manager	$87.72	19	$1,666.68
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	16	$636.48
Review Engineer	$87.72	40	$3,508.80
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$19,040.34**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$959.66**

Total estimate for Preliminary Engineering **$20,000.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project:

Project No.:

Estimate for Environmental Services:

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26	11	$706.86
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94	4	$395.76
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$1,102.62**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$97.38**

Total estimate for Environmental Services **$1,200.00**

WORK AUTHORIZATION

TO: Henry Collins
FROM: Alan Chapman
SUBJECT: Work Authorization for:

Work Order No. 3393
Submittal Date: April 3, 2013

Burnette Trail)

Project: SR 20 (Peachtree Industrial Boulevard to ~~Chattahoochee River~~)
Project No.: F-0019-01

You are hereby authorized to perform the services described below in accordance with the Agreement for Core Services executed November 16, 2010.

Construction Engineering-

Preconstruction Services (Plan Review, Utility Coordination, and Environmental Services)	$ 15,000.00
Construction Inspection Estimated Construction Cost: $31,826,681.64	$ 486,707.57

Land Acquisition Services-

Acquisition of ___parcels of rights of way and/or easements. See attached Fee Breakdown. _____

Other Services: (See attached explanation) _____

Payment will be in accordance with the fee schedule for **contract RP025-10**, as applicable.

Maximum Cost Work Order No. 3393 $ 501,707.57

Signed: _____ ARC Date: 4/5/13
Director, Department of Transportation

Signed: Henry E. Collins Date: April 3, 2013
Moreland Altobelli Assoc., Inc.

cc: V. Moreland
D. Sisley

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: SR 20 (Peachtree Industrial Boulevard to Chattahoochee River)

Project No.: F-0019-01

Estimate for Preliminary Engineering services: Funds are needed for coordination with GDOT and FHWA as well as preparation of the bid package.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	5	$239.70
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	4	$240.72
Office Engineer	$75.48	10	$754.80
Plan Review / Bid Preparation	$61.20	25	$1,530.00
Design Liaison	$93.84	25	$2,346.00
Manager	$114.24	5	$571.20
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94	1	$98.94
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	31	$2,371.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90	2	$91.80
Construction Manager	$87.72	12	$1,052.64
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78	10	$397.80
Review Engineer	$87.72	25	$2,193.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$11,888.10**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$611.90**

Total estimate for Preliminary Engineering **$12,500.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: SR 20 (Peachtree Industrial Boulevard to Chattahoochee River)

Project No.: F-0019-01

Estimate for Environmental Services: Funds are needed for coordination with the COE to prepare the 404 Permit.

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94		$0.00
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18		$0.00
Office Engineer	$75.48		$0.00
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24		$0.00
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50		$0.00
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26	23	$1,477.98
CADD Technician	$45.90		$0.00
Construction Manager	$87.72		$0.00
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94	9	$890.46
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$2,368.44**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$131.56**

Total estimate for Environmental Services **$2,500.00**

Moreland Altobelli Associates, Inc.
Project Management Professional Services for the Gwinnett County Transportation Improvement Program

Project: SR 20 (Peachtree Industrial Boulevard to Chattahoochee River)

Project No.: F-0019-01

Estimate for Construction Inspection: Estimated Construction Cost: $31,826,681.64

Professional services:

Billing Category	Hourly Rate	Hours Estimate	Total
Construction Engineer/Inspector	$47.94	4420	$211,894.80
Right of Way Appraisal Reviewer	$93.84		$0.00
Project Engineer	$60.18	1697.5	$102,155.55
Office Engineer	$75.48	741	$55,930.68
Plan Review / Bid Preparation	$61.20		$0.00
Design Liaison	$93.84		$0.00
Manager	$114.24	117	$13,366.08
Right of Way Acquisition Manager	$104.04		$0.00
Construction Engineering and Inspection Director	$98.94		$0.00
Traffic Signal Engineer	$85.68		$0.00
Utility Coordinator	$76.50	455	$34,807.50
Registered Geologist	$77.52		$0.00
Erosion Control and Water Quality	$47.94		$0.00
Environmental Technician	$64.26		$0.00
CADD Technician	$45.90		$0.00
Construction Manager	$87.72	468	$41,052.96
Principal (Oversight / Quality Assurance)	$114.24		$0.00
Administrative Support	$39.78		$0.00
Review Engineer	$87.72		$0.00
Structural Engineer	$87.72		$0.00
Environmental Manager	$98.94		$0.00
Right of Way Legal Assistant	$49.98		$0.00
Right of Way Acquisition Agent	$55.08		$0.00
Attorney	$112.20		$0.00
Professional services total			**$459,207.57**

Reimbursable expenses including:

Mileage

Document reproduction, photographic work, and photo reprographic services

Overnight, bulk and specialized mailing services; and courier services

Costs for computer time/usage separate and above from CAD production and clerical services covered under the personnel billing categories

Costs for consultants and specialized services not covered under the personnel billing categories

Reimbursable expense total **$27,500.00**

Total estimate for Construction Inspection **$486,707.57**

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130341	

☐ Grants ☒ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Water Resources			Date Submitted:	04/10/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SC			Multiple Depts?	No
Budget Type:	Capital			Special Routing:	
Agenda Type	Award	Rezoning Type			

Item of Business: Locked by Purchasing: No

BL015-13, Kenvilla sewer pump station decommissioning and gravity sewer project, to low bidder, John D. Stephens, Inc., amount not to exceed $373,622.50. Authorization for Chairman to execute contracts subject to approval of the Law Department and proof of authenticity of bonds. Contracts to follow award. This contract is funded by the Water & Sewer Renewal & Extension Fund. District 2/Howard

Attachments	Summary sheet, justification letter, tabulation
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Award
Department Head	arseibenhener (4/19/2013)
Attorney	fsfields (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	Upon approval, transfer $373,623 from Sub-project A contingency to Kenvilla PS Phase Out.

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	* $2,430,007	$373,623	ajbovos (4/22/2013)

Finance Comments	* Amount available in Pump Station Phase Out Program project.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – BL015-13
Kenvilla Sewer Pump Station Decommissioning and Gravity Sewer Project

PURPOSE:	This project consists of the installation of approximately 2,000 linear feet of 8-inch gravity sewer line and will decommission the Kenvilla pump station. This project will have gravity sewer line running from the previous Kenvilla pump station to the Camp Creek sewer interceptor.
LOCATION:	183 Kenvilla Drive Lilburn, GA District 2/Howard
AMOUNT TO BE SPENT:	$373,622.50
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS MAILED:	20 Notices 5 Plan holders
NUMBER OF RESPONSES:	4 189 Website viewings
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	Yes 2
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	One firm stated that the project was too small of a project to bid.
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
PROPOSED CONTRACT TERM:	180 Consecutive calendar days

COMMENTS:

Department of Water Resources

684 Winder Highway • Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com

gwinnettcounty

TO: Susan Clarke, CPPB
Purchasing Division

FROM: Richard Schoeck, Division Director E&C, DWR
Tyler Richards, Deputy Director of Engineering & Technical Services, DWR
Ron Seibenhener, Director, DWR

FROM: Charles Horner, Engineer IV
Department of Water Resources

SUBJECT: Recommendation for Award BL015-13, Kenvilla Sewer Pump Station Decommissioning and Gravity Sewer Project
Project No. M-0777-02-3-03
District 2 / Howard

DATE: March 21, 2013

REQUESTED ACTION

The Department of Water Resources (DWR) recommends the award of the above referenced procurement to low bidder, John D. Stephens, Inc. for the amount not to exceed $373,622.50.

DESCRIPTION:

The Water and Wastewater Master Plan discourages the use of pump stations where gravity flow is a reasonable option. The removal of this station will result in enhanced reliability of the sewer system and will lower operational and maintenance costs.

This project consists of the installation of approximately 2,000 linear feet of 8-inch gravity sewer line and will decommission the Kenvilla pump station.

The Kenvilla pump station is located at 183 Kenvilla Drive in the Kenvilla subdivision southwest of Lilburn in Commissioner District 2. Once completed, this project will have gravity sewer installed from the Kenvilla pump station to the Camp Creek sewer interceptor.

EVALUATION:

Twenty (20) prequalified contractors were notified, with five firms purchasing plans, and four (4) contractors submitting bids. Bids were as follows:

John D. Stephens, Inc.	$373,622.50
Site Engineering, Inc.	$396,925.00
Gary's Grading & Pipeline Co., Inc.	$649,277.50
Metals & Materials Engineers, LLC	$622,072.41

The low bidder is John D. Stephens, Inc.

FINANCIAL

Project M-0777 is the approved budget line item for all pump station decommissioning work in this program. M-0777 Pump Station Decommissioning Program is fully funded through Water & Sewer Renewal & Extension Fund, 504. Project M-0777-02-3-03 is the sub-project budget line item for this project.

1. Total obligations requested $_373,622.50_____

2. Do total obligations agree with "Action Requested"? Yes __X_ No __

3. Budgeted: Yes __X_____ No _____

4. Contact name: Richard Platto (DWR) Contact phone: 678-376-6879

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	504	211000		50807000	M-0777-02-3-03	$373,622.50

Transfer Required: Yes X No If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	504	211000		50807000	M-0777-01-1-02	$373,622.50

CC: Richard Platto, Financial Manager, DWR
Richard Schoeck, Division Director of E&C, DWR
Ann Porter, Purchasing Manager
File

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130306	20100389

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Water Resources			Date Submitted:	03/21/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SC			Multiple Depts?	No
Budget Type:	Operating			Special Routing:	
Agenda Type	Approval	Rezoning Type			

Item of Business: Locked by Purchasing: No

to renew BL032-10, sanitary sewer easement maintenance program on an annual contract (May 19, 2013 through May 18, 2014), to the low bidder, The Dickerson Group, Inc., base bid $1,193,990.00. This contract is funded by the Water and Sewer Operating Fund.

Attachments	Summary sheet, justification letter
Authorization: Chairman's Signature?	No
Staff Recommendation	Approval
Department Head	arseibenhener (3/29/2013)
Attorney	fsfields (4/3/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Oper	*$7,626,503	$1,193,990	ajbovos (4/1/2013)

Finance Comments	*The current balance in Industrial R&M-Contracted is checked as services are provided. The requested allocation is a county-wide estimate based on the recommended base bid. For FY 2013, $696,495 is allocated and for FY 2014, $497,495 is subject to budget approval.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

SUMMARY – BL032-10
Sanitary Sewer Easement Maintenance Program on an Annual Contract

PURPOSE:	This contract includes mowing, tree removal, and manhole monitoring in public, private, and remote areas. By maintaining these easements the County ensures that the collection system is efficient and reliable by providing easy access for crews to assess and rehabilitate the County's sewer mains.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$1,193,990.00
PREVIOUS CONTRACT AWARD AMOUNT:	$1,500,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	$812,808.80 (eight months)
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS MAILED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	The current vendor has agreed to hold pricing firm for another term. The current vendor's pricing is approximately 21.38% lower than that of its closest competitor.
PROPOSED CONTRACT TERM:	May 19, 2013 through May 18, 2014

COMMENTS: This is a demand usage contract; usage will vary depending on need.

MEMORANDUM

TO: Susan Clarke, CPPB
Purchasing Division

THROUGH: Ron Seibenhener, Department Director
Department of Water Resources

Jeff Boss, Division Director
Department of Water Resources

FROM: Karen Kelley, Construction Manager II
Department of Water Resources

SUBJECT: Recommendation for Renewal of BL032-10, Sanitary Sewer Easements Maintenance Program on an Annual Contract

DATE: March 1, 2013

The Department of Water Resources recommends renewal of the above referenced annual contract (May 19, 2013 through May 18, 2014) to the Dickerson Group Inc. in the amount of $1,193,990.00. The vendor is exercising his third (3rd) out of four (4) possible renewal options with no price increase.

Amount spent previous contract $812,808.80 (8 months).
Estimated amount to be spent for current contract $1,193,990.00

1. Total obligations requested: $1,193,990.00

2. Do total obligations agree with "Action Requested"? Yes X No ____

3. Budgeted: Yes X No _____

4. Contact name: Richard Platto Contact phone: (678)376-6879

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	501	111008	19080003	50404216		$696,495.00
2014	501	111008	19080003	50404216		$497,495.00
TOTAL CONTRACT						**$ 1,193,990.00**

6. Transfer required: Yes No X If yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130325	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Water Resources			Date Submitted:	04/05/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Richard Schoeck			Multiple Depts?	
Budget Type:	Capital			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute Change Order No, 2-final to the contract with Site Engineering, Inc., reducing the contract amount by $326,934.00 for work associated with the Water Systems Instrumentation and Monitoring project - Phase 2. The contract amount is adjusted from $1,062,570.00 to $735,636.00. Subject to approval by the Law Department. This project is funded by the Water and Sewer Renewal and Extension Fund.

Attachments	Justification Memo, Change Order
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approval
Department Head	arseibenhener (4/17/2013)
Attorney	fsfields (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	* $1,062,570	- $326,934	ajbovos (4/19/2013)

Finance Comments	* Current contract amount. Requested allocation is the net decrease per Change Order No. 2 – Final.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

C Change Justification

JUSTIFICATION LETTER

TO: Ron Seibenhener, Director, Department of Water Resources

THRU: Richard Schoeck, P.E., Division Director of Engineering & Construction, DWR
Tyler Richards, Deputy Director of Engineering & Technical Services, DWR

FROM: Jesse Vance, Project Manager, DWR

SUBJECT: Change Order #2-Final
BL082-11 Water Systems Instrumentation and Monitoring – Phase 2
DWR Project No.F0216-01
Commission District: All

DATE: March 7, 2013

PREVIOUS CHANGE ORDER SUMMARY:
Change Order #1 -was with Site Engineering, Inc. to add 90 days to the contract duration with no change in contract value.

REQUESTED ACTION:
Requests the Board of Commissioners at their next scheduled meeting approve Change Order #2- Final to the Water Systems Instrumentation and Monitoring – Phase 2 project (BL082-11) with Site Engineering, Inc. in the amount of ($326,934.00). The contract amount is adjusted from $1,062,570.00 to $735,636.00.

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER:
This change order will include project close-out quantity adjustments only.

DESCRIPTION:
The work performed under this Contract consisted of installing flow meters/pressure measuring instrumentation and control panels at twelve (12) water distribution main locations throughout the County. These devises are being used to capture data which will aid in both long range infrastructure planning and can also be used for immediate benefits like detection of water main breaks.

C Change Justification

NEED/BENEFIT:
Four (4) of the original twelve (12) contracted sites were not installed. The deducts offered in this final close-out change order reflect the removal of these four (4) locations. Two (2) of the locations bordered The City of Norcross' water system. As a result of the recent acquisition, the installation of these two sites were not installed. One (1) location on Arcado Road @ Killian Hill Road was removed after it was discovered that during permitting there is a future roadway improvement project planned in this location which would require the relocation of this installation at that time. The remaining location at Lawrenceville/Mill Ridge Subdivision was removed after further review revealed that the location was in line with a dead end water main inside the subdivision. It was decided that the installation at this location would not serve the intended purpose.

NEGOTIATED COST SAVINGS:
Not applicable since the original bid was awarded through competitive bidding.

RECOMMENDATION:
Recommend the Board of Commissioners approve/authorize Change Order #2 – Final to the Water Systems Instrumentation and Monitoring – Phase 2 contract (BL082-11) with Site Engineering, Inc. in the amount of ($326,934.00). The contract amount is adjusted from $1,062,570.00 to $735,636.00.

Cc: Richard Platto, Financial Supervisor, DWR
Marsha Cain, Business Officer, DWR
File

The complete detailed list is shown below; the changes generally fall into the classifications as indicated.

New Requirement		Unforeseen Condition		Professional Errors & Omissions		County Request		Project Close-out and/or Progress Adjustments	
Item	$	Item	$	Item	$	Item	$	Item 1.1	($61,000.00)
Item	$	Item	$	Item	$	Item	$	Item 1H	($58,000.00)
Item	$	Item	$	Item	$	Item	$	Item 1J	($57,000.00)
Item	$	Item	$	Item	$	Item	$	Item 1K	($56,000.00)
Item	$	Item	$	Item	$	Item	$	Item 3H-3K	($24,000.00)
Item	$	Item	$	Item	$	Item	$	Item 2K	($21,682.00)
Item	$	Item	$	Item	$	Item	$	Item RFP001	($49,252.00)
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
$		$		$				$(326,934.00)	
Total Dollar Amount Effect of the Change Order						$			

New Requirement	
Item #	**Description**
Unforeseen Condition	
Item #	**Description**
Professional Errors & Omissions	
Item #	**Description**
County Request	
Item #	**Description**
Project Close-out and/or Progress Adjustments	
Item #	**Description**
1.1	Elimination of Installation – Arcado Road @ Killian Hill Road
1H	Elimination of Installation – Norcross/North Peachtree Road @ Reps Miller Road
1J	Elimination of Installation – Norcross/Mitchell Street @Reeves Street
1K	Elimination of Installation – Lawrenceville/Mill Ridge Subdivision
3H-3K	Elimination of Telephone Communications at Three Sites
2K	Elimination of Instrumentation and Controls - Lawrenceville/Mill Ridge Subdivision
RFP001	Elimination of Instrumentation and Controls at Three Sites; Additional Exploratory Work & OCDs

CONTRACT CHANGE ORDER #2 - Final

Project Name:	Water Systems Instrumentation and Monitoring – Phase 2
Bid #:	BL082-11
Project #:	F0216-01
Change Order #:	2 - Final

Previous Contract Amount:	$1,062,570.00
Amount of Change Order:	($326,934.00)
Revised Contract Amount:	$ 735,636.00
Original contract time:	320 days
Contract Extension per CO #1:	90 days
Revised Contract Time:	410 days

REVISION DESCRIPTION

The following abbreviations and subsequent definitions are used in this document:

RFI Request for Information, typically asked by the Contractor, for clarification of work items. The response may or may not develop a change. If changes are initiated that may affect contract price or contract time, the RFI is followed by a Request for Pricing or a Request for Change.

DC Design Clarification for clarification to contract drawings. The response may or may not develop a change. If changes are initiated that may affect contract price or contract time, the DC is followed by a Request for Pricing or Request for Change.

RFP Request for Pricing, typically asked by the Engineer in response to a change in contract price or contract time, usually as a result of a clarification (See RFI or DC). This RFP may be in the form of additional work or a credit for work not performed.

RFC Request for Change Order, the work has been clarified, the price for the work has been negotiated, and the resultant is a request from the Contractor/Engineer to proceed with the work and formalize the Change Order.

FO Field Order is the terminology used for a Proposed Change Order, issued from the Contractor, proposing price adjustments or time adjustments, usually as a result of a RFP.

	Reference Project Document	Modification	Change
1.	Reference: BL082-11 Bid Item 1.1	Eliminated installation following field assessment – Arcado Rd. @ Killian Hill Rd.	($61,000.00)
2.	Reference: BL082-11 Bid Item 1H	Eliminated installation following field assessment – Norcross/North Peachtree Rd. @ Reps Miller Rd.	($58,000.00)
3.	Reference: BL082-11 Bid Item 1J	Eliminated installation following field assessment – Norcross/Mitchell St. @ Reeves St.	($57,000.00)
4.	Reference: BL082-11 Bid Item 1K	Eliminated installation following field assessment – Lawrenceville/Mill Ridge S/D	($56,000.00)
5.	Reference: BL082-11 Bid Item 3H	Deduct in telephone communications not installed resulting from eliminating site at Norcross/North Peachtree Rd. @ Reps Miller Rd.	($8,000.00)
6.	Reference: BL082-11 Bid Item 3J	Deduct in telephone communications not installed resulting from eliminating site at Norcross/Mitchell St. @ Reeves St.	($8,000.00)
7.	Reference: BL082-11 Bid Item 3K	Deduct in telephone communications not installed resulting from eliminating site at Lawrenceville/Mill Ridge S/D	($8,000.00)
8.	Reference: BL082-11 Bid Item 2K	Deduct in pre-negotiated bid items with Transdyn not installed resulting from eliminating sites	($21,682.00)
9.	Reference: RFI001	This deduct is a lump sum payment to cover removal of instrumentation & controls and phone communications and reflect three (3) of the ten (10) sites were not installed, as well as additional site exploration work needed at eight of the locations and covers insurance, P&P Bond, and overhead covered in Bid Item 2.1	($49,252.00)
	SUMMARY TOTAL FOR CHANGE ORDER #		**($326,934.00)**

Contractor acknowledges and agrees that the execution of this Change Order constitutes full, complete, and irrevocable waiver, discharge, and release by Contractor and its subcontractors and suppliers, of any and all claims for additional compensation for work performed, or cost incurred, for work within the scope of this Change Order, and, furthermore, Contractor acknowledges and agrees that such execution constitutes full, complete, and irrevocable waiver, discharge and release by Contractor and its subcontractors and suppliers, of any and all claims for additional delay, acceleration, hindrance, impact, or interference, of every kind or nature, arising out of, or relating to, any acts or omissions of the County; the County's employees, agents or representatives; the Engineer; or other individuals or entities employed or retained by the County in connection with work within the scope of this Change Order. Contractor shall hold harmless and indemnify the County from any such claims.

Except as expressly modified by this Change Order, all other terms and conditions of this Contract remain in full force and effect.

The foregoing modification of said contract is hereby accepted.

Site Engineering, Inc.
(Contractor)

BY: _____
(Signature)

_____
(Print Name)

TITLE: _____

DATE: _____

ATTEST: _____
(Corporate Secretary)

_____
(Print Name)

CORPORATE SEAL

Gwinnett County
(Owner)

BY: _____
Charlotte Nash, Chairman

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

_____
Gwinnett County Staff Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	☐ Grants	☐ Contracts	☐ Rezoning	☐ Public Hearing
20130375					

Department:	Water Resources			Date Submitted:	04/16/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Steve Leo			Multiple Depts?	
Budget Type:	Capital			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute Change Order No. 1-Final to the contract with Georgia Development Partners, LLC, reducing the amount by $20,981.61 for work associated with the Lilburn City Park Stream Restoration and Stormwater BMP project. The contract is adjusted from $793,203.43 to $772,221.82. Subject to approval by the Law Department. This project is funded by the Water and Sewer Renewal and Extension Fund. District 2/Howard

Attachments	Justification Memo, Change Order, Map
Authorization: Chairman's Signature?	Yes
Staff Recommendation	Approval
Department Head	arseibenhener (4/17/2013)
Attorney	fsfields (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested:

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	* 793,203	-$20,981	ajbovos (4/19/2013)

Finance Comments: * Current contract amount. Requested allocation is the net decrease per Change Order No. 1.

County Clerk Use Only

PH was Held? ☐

Working Session:
Action: New Item
Tabled:
Motion:
2nd by:
Vote:

Department of Water Resources
Stormwater Management

684 Winder Highway • Lawrenceville, GA 30045-5012
(tel) 678.376.7193 • (fax) 678.376.7082
www.gwinnettstormwater.com

gwinnettcounty

JUSTIFICATION LETTER

TO: Ron Seibenhener, Director, DWR

THRU: Steve Leo, Division Director, Stormwater Management

FROM: Pete Wright, Engineer V – Watershed Improvement Program

SUBJECT: Change Order No. 1 Lilburn City Park – Camp Creek Restoration (BL101-11)

DATE: February 4, 2013

PREVIOUS CHANGE ORDER SUMMARY: N/A – This is Change Order No. 1 to a unit price contract that reconciles quantities (Final close-out).

REQUESTED ACTION: Request to approve/authorize Change Order No. 1 to the Lilburn City Park – Camp Creek Restoration (BL101-11) with Georgia Development Partners reducing the original contract amount by ($20,981.61).

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER: The work associated with this Change Order has been completed.

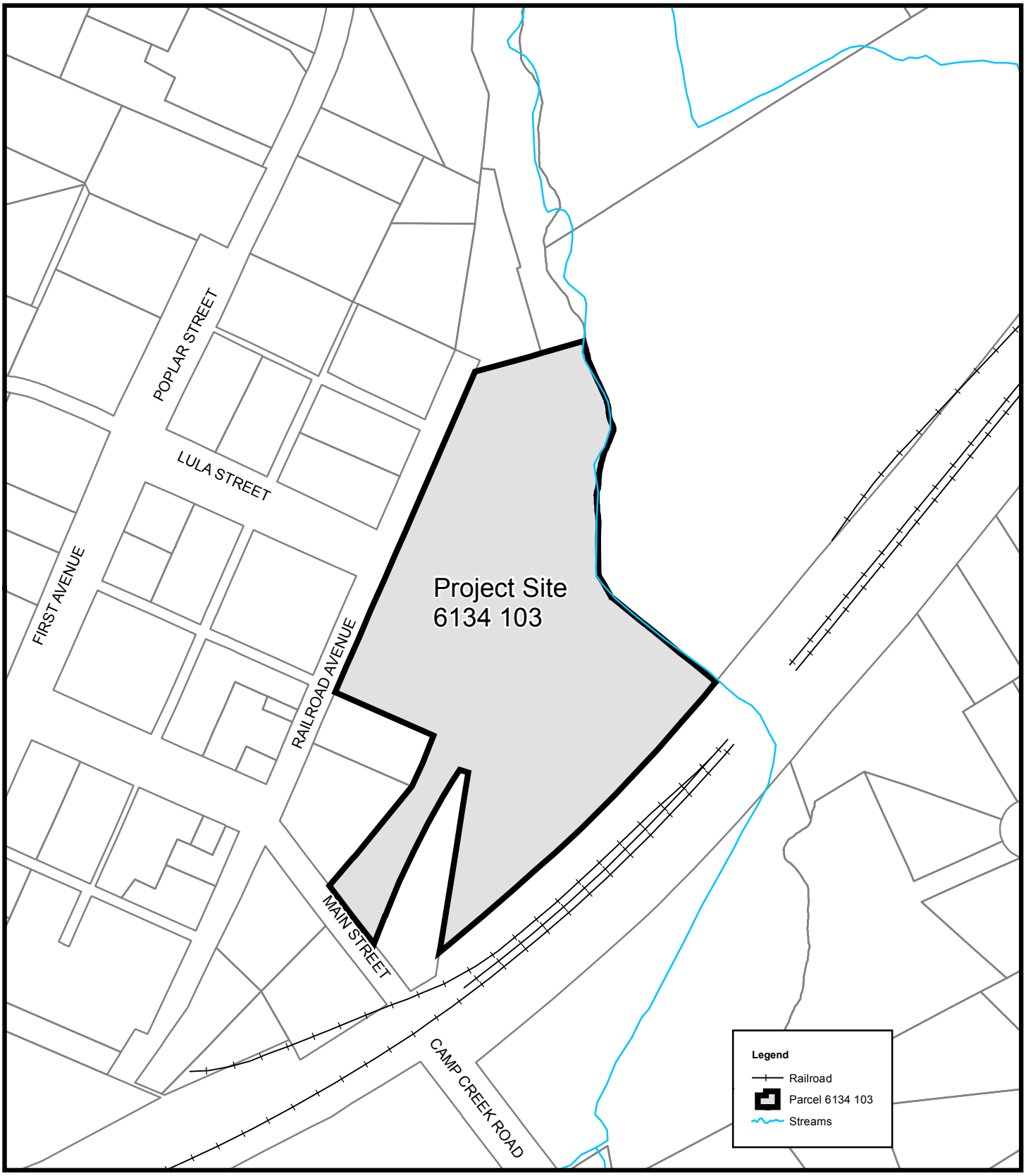
DESCRIPTION: The project includes approximately 900 linear feet of stream relocation and restoration of Camp Creek and construction of a stormwater bioretention treatment BMP at Lilburn City Park.

NEED/BENEFIT: The project will improve and protect water quality and aquatic habitat pursuant to the goals of the Gwinnett County Watershed Protection Plan. Modifications to the plans were made during construction due to unforeseen field conditions.

NEGOTIATED COST SAVINGS: Not applicable for this Change Order.

RECOMMENDATION: Recommend to approve/authorize Change Order No.1 to the Lilburn City Park – Camp Creek Restoration (BL101-11) with Georgia Development Partners in the amount of ($20,981.61) and adjust the previously approved contract from $793,203.43 to $772,221.82.

Cc: Richard Platto, Financial Supervisor
DWR file



Lilburn City Park
Stream Restoration &
Stormwater BMP

Commission District 2

Gwinnett County
Department Of Water Resources
Stormwater Management Division

This map is a graphical representation of data obtained from aerial photography, recorded deeds, engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied.
ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MECHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.
This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or the inability to use this map.

\\Dpustorm\GIS\PDF\2013\Lilburn_City_Park.mxd
prepared 3-7-13 KLL

CONTRACT CHANGE ORDER # 1

Project Name: Lilburn City Park Stream Restoration and Stormwater BMP Project
Bid #: BL101-11
Project #: F-0657-32
Change Order #: 1

Previous Contract Amount: $793,203.43
Amount of Change Order: ($20,981.61)
Revised Contract Amount: $772,221.82

Reference Item Category	Description	Change
01	Mobilization and Demobilization	$449.55
09	Removal and Disposal of Buried Trash/Debris	$7,663.63
11	Tree Cutting and Mulching (12-inch DBH and greater)	$1,802.36
17a	Additional excavation and grading (as needed)	$7,651.81
17c	Engineered Soils (import, mixing and placement)	$16,317.00
17e	Mulch (import and placement)	$1,465.08
18	Stone Cross Vanes (complete)	$13,086.80
20	Scour Log/Log J-Hook (complete)	$1,649.17
21	Stormwater System Stone Outfall (complete)	$1,687.37
24	6-inch Cobble (surface rock in stormwater areas)	$4,218.00
37	Sodding	$11,738.91
39	Permanent Seeding	$2,969.25
40	Container Shrubs	$3,829.50
41	Bare Root Tree	$97.15
45	4-inch Container Herbaceous	$5,394.60

04	Orange Construction Safety/Tree Protection Fence (site perimeter)	($2,359.40)
12	Silt Fence – Type C (erosion control)	($1,427.46)
13	Gravel Construction Entrance/Exit and Access Drives (erosion control)	($4,717.50)
06	One-Year Warranty and Maintenance	($943.50)
15	Temporary Erosion Control Matting (erosion control)	($327. 69)
16	Temporary Rock Filter Dam (erosion control for diversion; related to project phasing)	($721.50)
17b	Disposal of Excess Excavated Soil	($957.81)
17d	No. 57 stone	($1,389.83)
22	North American Green C-350 Turf Reinforcement	($1,655.00)
23	Type I and III riprap	($27,308.49)
25	5-ft Dia. Precast Concrete Manhole	($1,870.35)
29	24-inch HDPE Pipe	($3,052.50)
30	18-inch HDPE Pipe	($843.60)
31	Connect proposed storm sewer pipe to existing storm sewer pipe	($222.00)
36	5-ft wide soil mix walking path	($375.00)
38	Permanent Erosion Control Matting	($25,807.90)
42	Bare Root Shrubs	($499.50)
43	B&B Tree	($23,526.46)
44	Plug Herbaceous	($2,996.30)

SUBTOTAL FOR GCDWR PROJECT # F-0657-32 **($20,981.61)**

SUMMARY TOTAL FOR CHANGE ORDER# 1 **($20,981.61)**

MODIFICATIONS TO CONTRACT TIME

No Modifications to the Contract Time are required.

MODIFICATIONS TO CONTRACT LANGUAGE
No Modifications Requested.

The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract. All other terms and conditions of said contract as it may have been modified shall be and remain the same.

The foregoing modification of said contract is hereby accepted.

Georgia Development Partners, LLC
(Contractor)

BY: _____

TITLE: Vice President

DATE: 1/30/13

ATTEST: _____
(Corporate Secretary)

Lori Bryant
(Print Name)

CORPORATE SEAL

Gwinnett County
(Owner)

BY: _____

DATE:

ATTEST: County Clerk

APPROVED AS TO FORM:

_____
County Staff Attorney

New Requirement		Unforeseen Condition		Professional Errors & Omissions		County Request		Project Close-out and/or Progress Adjustments	
Item	NA	Item 1	$449.55	Item	NA	Item 11	$1,802.36	Item 4	($2,359.40)
Item	$	Item 9	$7,663.63	Item	$	Item 17c	$16,317.00	Item 6	($943.50)
Item	$	Item 17a	$7,651.81	Item	$	Item 17e	$1,465.08	Item 12	($1,427.46)
Item	$	Item 18	$13,086.80	Item	$	Item 21	$1,687.37	Item 13	($4,717.50)
Item	$	Item 20	$1,649.17	Item	$	Item 22	($1,655.00)	Item 15	($327.69)
Item	$			Item	$	Item 24	$4,218.00	Item 16	($721.50)
Item	$			Item	$	Item 37	$11,738.91	Item 17b	($957.81)
Item	$	Item	$	Item	$	Item 39	$2,969.25	Item 17d	($1,389.83)
Item	$	Item	$	Item	$	Item 40	$3,829.50	Item 23	($27,308.49)
Item	$	Item	$	Item	$	Item 41	$97.15	Item 25	($1,870.35)
Item	$	Item	$	Item	$	Item 42	($499.50)	Item 29	($3,052.50)
Item	$	Item	$	Item	$	Item 43	($23,526.46)	Item 30	($843.60)
Item	$	Item	$	Item	$	Item 44	($2,996.30)	Item 31	($222.00)
Item	$	Item	$	Item	$	Item 45	$5,394.60	Item 36	($375.00)
Item	$	Item	$	Item	$	Item	$	Item 38	($25,807.90)
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
$0.00		$30,500.96		$0.00		$20,841.96		($72,324.53)	
Total Dollar Amount Effect of the Change Order								($20,981.61)	

New Requirement	
Item #	**Description**
	NONE
Unforeseen Condition	
Item #	**Description**
1	An additional mobilization was needed due to storm event repairs and cleanup.
9	A larger amount of debris and trash was removed than expected.
17a	Due to unstable sandy and wet soils in the banks of the new channel, material was removed and replaced with surge stone, filter fabric and compacted better soil.
18	Additional linear footage was needed because an additional cross vane was needed at the upstream end of the project to control sediment introduction to the project reach.
20	Due to unstable banks, Structure No. 6 was extended beyond the design length by adding additional brush mattress to provide stability to the bank upstream of the structure.
Professional Errors & Omissions	
Item #	**Description**
	NONE
County Request	
Item #	**Description**
11	Original quantity was increased because more trees were identified to have compromised health.
17c	At County's request, design of bioretention areas was adjusted and more engineered soil was necessary.
17e	Additional mulch was needed because larger areas of the site were mulched because of the season of project completion and changes to the planting plan.
21	Additional stone was needed to improve stability and safety for walking on the structure.
22	The original quantities of North American Green Turf Reinforcement in the contract were reduced at the request of Gwinnett DWR.
24	Additional cobble was needed on the vane arms and in bioretention ponds for additional stability.
37	Additional sod was needed because larger areas of the site were sodded due to stability issues on the floodplain and because large portions of the site could not be planted because of the season of project completion.
39	Additional seeding was needed because larger areas of the site were seeded due to stability issues on the floodplain and because large portions of the site could not be planted because of the season of project completion.
40	The original planting plan was adjusted at request of County and City of Lilburn.
41	The original planting plan was adjusted at request of County and City of Lilburn.
42	The original planting plan was adjusted at request of County and City of Lilburn.
43	The original planting plan was adjusted at request of County and City of Lilburn.
44	The original planting plan was adjusted at request of County and City of Lilburn.
45	The original planting plan was adjusted at request of County and City of Lilburn.

Project Close-out and/or Progress Adjustments	
Item #	**Description**
4	The original quantities of orange construction/safety/tree protection fence in the contract were reduced at the request of Gwinnett DWR.
6	This item was not billed by the contractor.
12	The original quantities of silt fence in the contract were reduced at the request of Gwinnett DWR.
13	The original quantities of gravel construction drives in the contract were reduced at the request of Gwinnett DWR.
15	The original quantities of temporary erosion control matting in the contract were reduced at the request of Gwinnett DWR.
16	The original quantities of temporary rock filter dam in the contract were reduced at the request of Gwinnett DWR.
17b	The original quantities of excess soil disposal in the contract were reduced at the request of Gwinnett DWR.
17d	The original quantities of No. 57 stone in the contract were reduced at the request of Gwinnett DWR.
23	The original quantities of Type I and III riprap in the contract were reduced at the request of Gwinnett DWR.
25	The original quantities of precast concrete manholes in the contract were reduced at the request of Gwinnett DWR.
29	The original quantities of 24-inch HDPE pipe in the contract were reduced at the request of Gwinnett DWR.
30	The original quantities of 18-inch HDPE pipe in the contract were reduced at the request of Gwinnett DWR.
31	The original quantities of stormsewer pipe connections in the contract were reduced at the request of Gwinnett DWR.
36	The original quantities of walking path in the contract were reduced at the request of Gwinnett DWR.
38	The original quantities of permanent erosion control matting in the contract were reduced at the request of Gwinnett DWR.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20130376	

☐ Grants ☐ Contracts ☐ Rezoning ☐ Public Hearing

Department:	Water Resources			Date Submitted:	04/16/2013
Working Session:	05/07/2013	Business Session:	05/07/2013	Public Hearing:	
Submitted By:	Richard Schoeck, P.E.			Multiple Depts?	
Budget Type:	Capital			Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type			

Item of Business: Locked by Purchasing: No

for the Chairman to execute Change Order No. 1 to the contract with John D. Stephens, Inc., increasing the amount by $155,764.43 with no extension to the contract time, for work associated with the Norris Lake Pump Station and Force Main project. The contract amount is adjusted from $8,365,436.00 to $8,521,200.43. Subject to approval by the Law Department.
District3/Hunter

Attachments	Justification Memo, Change Order, Map
Authorization: Chairman's Signature?	Yes
Staff Recommendation	
Department Head	arseibenhener (4/17/2013)
Attorney	fsfields (4/23/2013)
Attorney's Comments	

Agenda Purpose Only ☒ As To Form ☐ Hold for Pickup? ☐

Financial Services Use Only

Financial Action Requested	Upon approval, transfer $160,000 from Miscellaneous R&E Contingency to South Gwinnett Wastewater.

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	* $8,365,436	$155,765	ajbovos (4/19/2013)

Finance Comments	* Current contract amount. Requested allocation is the net increase per Change Order No. 1.

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

C Change Justification

JUSTIFICATION LETTER

TO: Ron Seibenhener, P.E., Director, Department of Water Resources

THRU: Richard Schoeck, P.E., Division Director of Engineering and Construction, DWR
Tyler Richards, Deputy Director of Engineering & Technical Services, DWR TR

FROM: Yomi Akinhanmi, Engineer III, DWR

SUBJECT: Change Order #1
RP032-11 Norris Lake Pump Station and Force Main
DWR Project No.F-0540-03
Commission District 3/ Tommy Hunter

DATE: March 5, 2013

PREVIOUS CHANGE ORDER SUMMARY:

None

REQUESTED ACTION:

Request the Board of Commissioners, at their next scheduled meeting approve Change Order #1 to the Norris Lake Pump Station and Force Main (RP032-11) project with John D. Stephens, Inc. in the amount of $155,764.43, with no extension to contract time. The contract amount will be adjusted from $8,365,436 to $8,521,200.43.

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER:

The following items are considered in this change order:

- $292,710 additional costs to accelerate schedule for removal of reliance on Dekalb County, from March 2013 to December 2012.
- Value Enhancement choice of ABS pumps over Flygt pumps with ($100,000) deduct to the contract amount.
- Cost saving option to open-cut road for pipe installation in lieu of jack-and-bore for ($16,945.57) deduct amount.
- Value Enhancement recommendation to reduce the Norris Lake pump station access road graded aggregate base (GAB) specification at a deduct amount of ($20,000).

C Change Justification

DESCRIPTION:

The Norris Lake Pump Station & Force Main project is phase I of 2 design/build projects to re-direct wastewater flows from DeKalb County Pole Bridge Creek Wastewater Treatment Plant to the F. Wayne Hill Water Resources Center in Gwinnett County.

NEED/BENEFIT:

- Net operations costs saving of approximately $155,868 will be realized through accelerating the Norris Lake wastewater flow (650,000 gpd) redirection schedule.

Paid to Contractor to accelerate the schedule by 81 days	=	$292,710
Amount saved by not sending to Dekalb ($10.22/1000 gal)	=	($538,083)
Gwinnett costs to pump and treat ($1.70/1000 gal)	=	$ 89,505
Net Savings to GCDWR		($155,868)

- ABS pumps offer operational advantages at lower costs, over Flygt pumps that were originally recommended. The change will result in $100,000 costs saving.
- The choice of open-cut option for pipe installation at Mink Livsey, in lieu of jack-and-bore saved the County $16,945.57.
- The County will save $20,000 if the initial grade aggregate base specification is reduced to the required minimum thickness for the Norris Lake pump station access road.

NEGOTIATED COST SAVINGS:

The alternative pump choice, reduction of access road specification, and the choice of open-cut pipe installation in lieu of jack-and-bore method from Value Enhancement recommendations all saved the county $136,945.57. $155,868 additional cost savings were also realized from redirecting the Norris Lake pump station wastewater flows from the DeKalb County wastewater treatment facility to Gwinnett County Lower Big Haynes pump station earlier than previously scheduled.

RECOMMENDATION:

DWR recommends the Board of Commissioners approve/authorize Change Order #1 to the Norris Lake Pump Station & Force Main Contract with John D. Stephens, Inc. in the amount of $155,764.43, with no extension to contract time.

cc: Richard Platto, Financial Supervisor, DWR
Marsha Cain, Business Officer, DWR
File

The complete detailed list is shown below; the changes generally fall into the classifications as indicated.

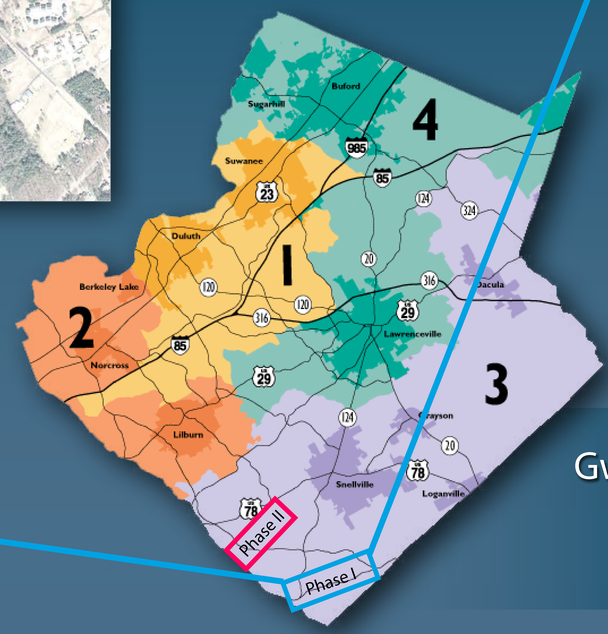
New Requirement		Unforeseen Condition		Professional Errors & Omissions		County Request		Project Close-out and/or Progress Adjustments	
Item	$	Item 1	($100,000.00)	Item	$	Item	$292,710	Item	$
Item	$	Item 2	($16,945.57)	Item	$	Item	$	Item	$
Item	$	Item 3	($20,000.00)	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
Item	$	Item	$	Item	$	Item	$	Item	$
$		($136,945.57)		$		$292,710			
Total Dollar Amount Effect of the Change Order				$155,764.43					

New Requirement	
Item #	**Description**
Unforeseen Condition	
Item #	
1	Credit for substitution of ABS pumps for Flygt pumps
2	Credit for open-cut pipe installation in lieu of jack-and-bore method
3	Credit for access road specification reduction of GAB from 10-inch to 6-inch
Professional Errors & Omissions	
Item #	**Description**
County Request	
Item #	**Description**
	Additional costs to accelerate wastewater flow re-direction schedule from March 2013 to December 2013.
Project Close-out and/or Progress Adjustments	
Item #	**Description**

South Gwinnett Phase I
Norris Lake Pump Station

Project No. F0540-03

RP032-11



N

Gwinnett County
Commission
District 3

CONTRACT CHANGE ORDER #1

Project Name: Norris Lake Pump Station &FM

Bid #: RP032-11
Project #: F0540-03
Change Order #:1

Previous Contract Amount:	$8,365,436.00
Amount of Change Order:	$155,764.43
Revised Contract Amount:	$8,521,200.43
Original Contract Time:	*548 calendar days*
Contract Extension per CO #1:	*N/A*
Revise Contract Time:	*N/A*

REVISION DESCRIPTION

The following abbreviations and subsequent definitions are used in this document:

RFI Request for Information, typically asked by the Contractor, for clarification of work items. The response may or may not develop a change. If changes are initiated that may affect contract price or contract time, the RFI is followed by a Request for Pricing or a Request for Change.

DC Design Clarification for clarification to contract drawings. The response may or may not develop a change. If changes are initiated that may affect contract price or contract time, the DC is followed by a Request for Pricing or Request for Change.

RFP Request for Pricing, typically asked by the Engineer in response to a change in contract price or contract time, usually as a result of a clarification (See RFI or DC). This RFP may be in the form of additional work or a credit for work not performed.

RFC Request for Change Order, the work has been clarified, the price for the work has been negotiated, and the resultant is a request from the Contractor/Engineer to proceed with the work and formalize the Change Order.

FO Field Order is the terminology used for a Proposed Change Order, issued from the Contractor, proposing price adjustments or time adjustments, usually as a result of a RFP.

	Reference Project Document	Modification	Change
1.	Reference: GCDWR Project No. F-0540-03 RFP032-11	Substitute Flygt pumps for ABS pumps as per project's Value Enhancement recommendation.	($100,000.00)
2.	Reference: GCDWR Project No. F-0540-03 RFP032-11	Value Enhancement recommendation to Open-Cut Mink Livsey road in lieu of Jack-and-Bore for pipe installation.	($16,945.57)
3.	Reference: GCDWR Project No. F-0540-03 RFP032-11	Choice of alternate Norris Lake PS access road paving design details as per Value Enhancement recommendation.	($20,000.00)
4.	Reference: GCDWR Project No. F-0540-03 RFP032-11	Add costs to accelerate wastewater flow re-direction schedule from March 2013 to December 2012.	$292,710.00
	SUMMARY TOTAL FOR CHANGE ORDER #1		**$155,764.43**

Contractor acknowledges and agrees that the execution of this Change Order constitutes full, complete, and irrevocable waiver, discharge, and release by Contractor and its subcontractors and suppliers, of any and all claims for additional compensation for work performed, or cost incurred, for work within the scope of this Change Order, and, furthermore, Contractor acknowledges and agrees that such execution constitutes full, complete, and irrevocable waiver, discharge and release by Contractor and its subcontractors and suppliers, of any and all claims for delay, acceleration, hindrance, impact, or interference, of every kind or nature, arising out of, or relating to, any acts or omissions of the County; the County's employees, agents or representatives; the Engineer; or other individuals or entities employed or retained by the County in connection with work within the scope of this Change Order. Contractor shall hold harmless and indemnify the County from any such claims.

Except as expressly modified by this Change Order, all other terms and conditions of this Contract remain in full force and effect.

The foregoing modification of said contract is hereby accepted.

John D. Stephens, Inc.
(Contractor)

BY: _____
(Signature)
Mitchell D. Stephens

TITLE: President

DATE: 3/8/13

ATTEST: _____
(Corporate Secretary)
Jennifer Butler
(Print Name)

CORPORATE SEAL

Gwinnett County
(Owner)

BY: _____
Charlotte J. Nash, Chairman

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

_____
Gwinnett County Staff Attorney