

## 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



## Work Session Agenda Tuesday, May 21, 2013 - 10:00 AM

### I. Call To Order

### II. Approval of Agenda

### III. New Business

#### I. Commissioners

**2013-0438 Approval** of appointment to the Housing Authority. Term Expires April 26, 2018. Incumbent - James L. Thompson. District I/Brooks

#### 2. Administrative Office of the Court/Phillip Boudewyns

**2013-0401 Approval/authorization** for Chairman to execute change order no. 3, RP028-10, provision of comprehensive outpatient treatment program service for alcohol & drug dependent persons on a multi-year contract, with View Point Health formerly GRN Community Service Board, base amount \$172,800.00. Subject to review and approval by the Law Department. Change order to follow award. (Staff Recommendation: Approval)

#### 3. Community Services/Phil Hoskins

**2013-0397 Award BL030-13**, construction of Ivy Creek Greenway, phase I, section 3, to low bidder, Astra Group, Inc., amount not to exceed \$2,165,000.00. 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 46.2% by the Transportation Enhancement Program Grant, 44.6% by the 2009 SPLOST Program and 9.2% by the 2005 SPLOST Program. District I/Brooks (Staff Recommendation: Award)

gwinnettcounty

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**III. New Business**

**4. County Administration**

**2013-0467 Ratification** of employment agreement with Casey Snyder, Director of Fire and Emergency Services, for recording purposes.

**5. Fire Services/Bill Myers**

**2013-0346 Award BL022-13**, Gwinnett County fire training center-phase I driving course, to low responsive bidder, Southeastern Site Development, Inc., amount not to exceed \$1,258,777.00. 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 52% by the 2005 SPLOST Program and 48% by the 2009 SPLOST Program. (Staff Recommendation: Award)

**6. Information Technology Services**

**2013-0414 Approval** to renew OSI06, criminal justice information system (CJIS) software maintenance and support on an annual contract (August 01, 2013 through July 31, 2014), to Metatomix, Inc., base amount \$385,740.00. Authorization for Chairman to execute contracts subject to approval by the Law Department. Contracts to follow award. This contract is funded by the Administrative Support Fund. (Staff Recommendation: Approval)

**7. Law Department/Van Stephens**

**2013-0434 Approval** of an Ordinance amending Section 26-29: (4)(i) of the Code of Ordinances of Gwinnett County, subject to review and approval by the Law Department.

**III. New Business**

**7. Law Department/Van Stephens**

**2013-0337 Approval/authorization** for project Arcado Road at Killian Hill Road, project M-0681 for Declaration of Taking procedures for condemnation proceedings regarding the property of Herman Harmon, Jr. and Cathy M. Harmon, lying and being in Land Lot 124 of the 6th District of Gwinnett County, Georgia consisting of 0.077 acres of permanent easement for construction and maintenance of slopes, and 0.100 acres of permanent easement for construction and maintenance of drainage structures. Parcel 15, Tax Map No. 6-124-108, Zoning R-100. Amount \$9,700.00. This project is funded by the 2009 SPLOST Program. District 2/Howard

**2013-0342 Approval/authorization** for project Pedestrian Improvements Along US Highway 23/State Route 13 (Buford Highway) for Declaration of Taking procedures for condemnation proceedings regarding the property of First States Investors 4000C, LLC, Gwinnett County Tax Commissioner, CF Branch, LLC, and Wells Fargo Bank, Inc., lying and being in Land Lot 244 of the 6th District of Gwinnett County, Georgia consisting of 784.86 square feet of permanent easement for construction and maintenance of slopes. Parcel 7, Tax Map Numbers 6-244-010C and 6-244-071, Zoning C-2. Amount \$6,700.00. This project is funded by the Gwinnett Village Community Improvement District. District 2/Howard

**2013-0347 Approval/authorization** for project Pedestrian Improvements Along US Highway 23/State Route 13 (Buford Highway), project G-0107 for Declaration of Taking procedures for condemnation proceedings regarding the property of Mahin S. Khalili, and Champion Imports, Inc., lying and being in Land Lot 244 of the 6th District of Gwinnett County, Georgia consisting of 393.29 square feet of permanent easement for construction and maintenance of slopes and 949.03 square feet of two temporary driveway easements. Parcel 5, Tax Map No. 6-245-372, Zoning C-2. Amount \$1,700.00. This project is funded by the Gwinnett Village Community Improvement District. District 2/Howard

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**III. New Business**

**7. Law Department/Van Stephens**

**2013-0357 Approval/authorization** for project South Bogan Road Safety Improvement Project, Project # M-0692-01 for Declaration of Taking procedures for condemnation proceedings regarding the property of Jeffrey C. Gilleland, Lisa Page Rolin f/k/a Lisa Gilleland, JP Morgan Chase Bank, N.A., Residential Capital, LLC, as successor by merger to Residential Funding Corporation, lying and being in Land Lot 220 of the 7th District of Gwinnett County, Georgia consisting of 0.045 acres of permanent easement for construction and maintenance of slopes and 0.101 acres of 24 month temporary easement for construction of detour slopes. Parcel 2, Tax Map No. 7-220-065, Zoning R-100, Amount \$19,500.00. This project is funded by the 2009 SPLOST Program. District 4/Heard

**8. Police Services/Charlie Walters**

**2013-0417 Approval/authorization** for the Chairman to delegate authority to the Chief of Police to execute a Memorandum of Understanding (MOU) and all other related documents with the Federal Bureau of Investigation, Atlanta Safe Streets Gang Task Force (SSGTF) on behalf of the County. Subject to review by the Law Department. (Staff Recommendation: Approve)

**9. Support Services/Angelia Parham**

**2013-0419 Approval/authorization** for the Chairman to execute an Intergovernmental Lease Agreement with the City of Norcross for the Fire Museum located on a portion of the County owned property known as "Fire Station No.1" at 165 Lawrenceville Street, Norcross. Subject to approval by Law Department. (Staff Recommendation: Approval)

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**III. New Business**

**9. Support Services/Angelia Parham**

**2013-0428 Approval/authorization** for the Chairman to sign one-year non-exclusive franchise agreements with two (2) Construction or Demolition Waste Service Providers who have met the requirements of the Gwinnett County Solid Waste Collection and Disposal Services Ordinance of 2012. These agreements will be for the period beginning May 21, 2013, and ending on May 20, 2014. Agreements are subject to approval by the Law Department. Contracts to follow. (Staff Recommendation: Approval)

**10. Transportation/Kim Conroy**

**2013-0395 Award BL029-13**, Cruse Road sidewalk (Sugarloaf Parkway to Old Norcross Road), project number F-0869, Beaver Run Road sidewalk (Rockborough Trail to Bailey Drive), project number F-0870, and S.R. 141 sidewalk (Holcomb Bridge Road to Woodhill Drive), project number F-0874, pedestrian safety improvement projects, to low bidder, ISC, Inc., amount not to exceed \$532,000.00. 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. District 2/Howard & District 4/Heard (Staff Recommendation: Award)

**2013-0408 Award BL041-13**, Buford Highway (Simpson Circle to Duluth Industrial Way), project number G-0111-000003-0003, pedestrian safety & Oakland Park Boulevard (U.S. 78 to Hewatt Road), project number G-0111-000003-0005, pedestrian safety project, to low bidder, ISC, Inc., amount not to exceed \$624,142.00. 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 95% by various Federal Transit Administration (FTA) grant funds and 5% by the Local Transit Capital Fund. District 1/Brooks, District 2/Howard & District 3/Hunter (Staff Recommendation: Award)

### **III. New Business**

#### **10. Transportation/Kim Conroy**

**2013-0416 Approval** to accept a Federal Aviation Administration (FAA) Airport Improvement Program Grant and a Georgia DOT State Airport Improvement Grant for the rehabilitation of Taxiway W, including repaving the taxiway, replacing existing light fixtures with LED replacement fixtures, and relocating the existing airfield electrical vault. The total project cost is \$1,566,753.92 with the FAA providing \$1,410,079.00, the State providing \$72,366.00, and local County funds providing \$84,308.92. Approval and authorization for Chairman or designee to execute any and all related documents, subject to approval by Law Department. This project will be funded 90% by Federal Aviation Administration, 5.4% by the Airport Renewal and Extension Fund and 4.6% by the Georgia Department of Transportation. District 4/Heard (Staff Recommendation: Approval)

**2013-0409 Award BL033-13**, Taxiway W pavement rehabilitation project, base bid and additive no. 1, to low bidder, C.W. Matthews Contracting Company, Inc., amount not to exceed \$879,772.92 and additive no. 2 to low bidder, Trinity Electrical Services, Inc., amount not to exceed \$452,779.00 for a total amount not to exceed \$1,332,551.92. 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 90% by a Federal Aviation Administration (FAA) Airport Improvement Grant, 5% by a Georgia Department of Transportation State Airport Improvement Grant, and 5% by the Airport Renewal and Extension Fund. District 4/Heard (Staff Recommendation: Award)

**2013-0420 Approval/authorization** for Chairman to execute an Agreement with the City of Suwanee for intersection improvements at McGinnis Ferry Road and Scales Road, M-0685-30, total project cost \$145,000.00. The City of Suwanee will provide funding to upgrade from standard signal poles to mast arms in the amount of \$20,000.00. Authorization for Chairman to execute any and all related documents, subject to approval by Law Department. This project is funded 86% by the 2009 SPLOST Program and 14% by City of Suwanee. District I/Brooks (Staff Recommendation: Approval)

**III. New Business**

**II. Water Resources/Ron Seibenhener**

**2013-0396 Award OSI 15**, Robicon maintenance agreement for variable frequency drives (VFDs) on a multi-year contract, to Siemens Industry, Inc. The initial term of this contract shall be May 22, 2013 through December 31, 2013, base amount \$114,445.00. This contract shall terminate absolutely and without further obligation on the part of the County on December 31, 2013 and at the close of each succeeding calendar year for which it may be renewed. This contract may be automatically renewed on an annual basis for four additional twelve-month terms, for a total lifetime contract term of five years, total base amount \$737,392.00, upon the same terms and conditions as provided for in this agreement, unless previously terminated. (negotiated cost savings of \$124,868.00). This contract is funded by the Water and Sewer Operating Fund. (Staff Recommendation: Award)

**2013-0402 Award BL010-13**, electrical safety modifications for sixty (60) wastewater pump stations-construction package 3 (CP3), to the low bidder, Crowder Construction Company, amount not to exceed \$542,929.00. 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 Water & Sewer Renewal & Extension Fund. (Staff Recommendation: Award)

**2013-0399 Approval** to renew BL029-12, provision of locating, inspecting, maintenance, etc. of valves on an annual contract (June 20, 2013 through June 19, 2014), to low responsive bidder, Wachs Valve and Hydrant Services, LLC, base amount \$1,516,594.00. This contract is funded by the Water & Sewer Renewal & Extension Fund. (Staff Recommendation: Approval)

### **III. New Business**

#### **II. Water Resources/Ron Seibenhener**

**2013-0403 Approval/authorization** for the Chairman to execute an Excess Facilities Charge Agreement with Georgia Power Company associated with Substation Improvements for work associated with the Water Production Facilities Standby Generator project in the amount of \$1,103,763.78, subject to approval by the Law Department. This project is funded by the Water and Sewer Renewal and Extension Fund. District 4/Heard (Staff Recommendation: Approval)

**2013-0406 Approval/authorization** for the Chairman to execute change order no. 1 to the contract with Cleveland Electric Company for work associated with the Water Production Facilities Standby Generator project, reducing the amount by \$1,166,758.00 and a time extension to the contract of 120 calendar days. The contract amount is adjusted from \$16,897,135.00 to \$15,730,377.00 subject to approval by the Law Department. District 4/Heard (Staff Recommendation: Approval)

**2013-0407 Approval/authorization** for the Chairman to execute First Amendment to the Memorandum of Agreement with Atlanta Regional Commission regarding matters related to water supply issues in the amount of \$50,000.00, subject to approval by the Law Department. This agreement is funded by the Water and Sewer Operating Fund. (Staff Recommendation: Approval)

### **IV. Adjournment**

**MEMORANDUM**

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 21, 2013, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

- 1) **Resolution of Recognition:** 2013 PGA TOUR Champions Tour Greater Gwinnett Championship  
**Requested by:** Chairman Charlotte J. Nash  
**Attendee(s):** Stan Hall, Gwinnett Sports Commission Executive Director, and representatives from the Gwinnett Sports Commission  
**Presented by:** Chairman Charlotte J. Nash

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

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing			
20130438					
Department:	Commissioners		Date Submitted:	05/09/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	Public Hearing:	
Submitted By:	Diane Kemp		Multiple Depts?		
Budget Type:			Special Routing:		
Agenda Type	Approval	Rezoning Type			
Item of Business:			Locked by Purchasing	No	
of appointment to the Housing Authority. Term Expires April 26, 2018. Incumbent - James L. Thompson. District 1/Brooks					
Attachments	None				
Authorization: Chairman's Signature?	No				
Staff Recommendation					
Department Head					
Attorney					
Attorney's Comments					
Agenda Purpose Only <input type="checkbox"/>		As To Form <input type="checkbox"/>		Hold for Pickup? <input type="checkbox"/>	

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments					

## County Clerk Use Only

			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 100%;" type="text"/>		Vote
Action	<input style="width: 100%;" type="text" value="New Item"/>		
Tabled	<input style="width: 100%;" type="text"/>		
Motion	<input style="width: 100%;" type="text"/>		
2nd by	<input style="width: 100%;" type="text"/>		

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130401	20110121			
Department:	Administrative Office of the Court	Date Submitted:	04/26/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	Public Hearing:
Submitted By:	Purchasing - Pat Elliott - HC	Multiple Depts?	No	
Budget Type:	Operating	Special Routing:		
Agenda Type	Approval/authorization	Rezoning Type		
Item of Business:		Locked by Purchasing	No	
for Chairman to execute change order no. 3, RP028-10, provision of comprehensive outpatient treatment program service for alcohol & drug dependent persons on a multi-year contract, with View Point Health formerly GRN Community Service Board, base amount \$172,800.00. Subject to review and approval by the Law Department. Change order to follow award.				
Attachments	Summary sheet, Justification Letter			
Authorization: Chairman's Signature?	Yes			
Staff Recommendation	Approval			
Department Head	PMBoudewyns (5/10/2013)			
Attorney	sjfuller (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?
			<input type="checkbox"/>	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	\$204,457	\$172,800	ajbovos (5/10/2013)
Finance Comments: The current balance in Professional Services is checked as items are purchased or services provided. The requested allocation is a county-wide estimate based on the recommended base bid. For FY 2013 \$57,600 is allocated and for FY2014-2015 \$115,200 is subject to budget approval.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

**SUMMARY – RP028-10****Comprehensive Outpatient Treatment Program Services for Alcohol and Drug Dependent Persons on a Multi-Year Contract**

<b>PURPOSE:</b>	Change order #3 to add a line item for Case Management services for the Mental Health Program.
<b>LOCATION:</b>	Office of Court Administration
<b>AMOUNT TO BE SPENT:</b>	\$172,800.00*
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	Contract expires on December 31, 2015.

COMMENTS: \*The total change requested is \$57,600.00 per year. Since there are three years remaining in this multi-year contract, the estimated amount to be spent is \$172,800.00.

Note: This change order must be approved by the Board of Commissioners because the cumulative value of change order numbers 1, 2 and 3 is greater than \$100,000.00.

**MEMORANDUM**

TO: Holly Cafferata  
Purchasing Division

THRU: Phil Boudewyns, Court Administrator  
Office of Court Administration

FROM: Priscilla Daniels, Director - Treatment Court Programs  
Office of Court Administration

SUBJECT: Recommendation for RP028-10, Comprehensive Outpatient Treatment Program  
Services for Alcohol and Drug Dependent Persons on a Multi-Year Contract

DATE: April 15, 2013

The Department of Court Administration recommends approval of change order #3 to the above referenced contract to add a line item for Case Management services for the Mental Health Court Program, total change requested \$57,600 per year, for a total of \$172,800.00 (until contract expiration of 12/31/15). The View Point Health clinician will manage all responsibilities associated with linking participants to appropriate level of care for behavioral health services as well as other needed health services and community resources.

1. Total obligations requested: \$172,800.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Priscilla Daniels Contact phone: 770-822-8558
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	001	121000	29000034	50401201		\$57,600.00
2014	001	121000	29000034	50401201		\$57,600.00
2015	001	121000	29000034	50401201		\$57,600.00

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

<b>GCID #</b>	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input checked="" type="checkbox"/> Contracts	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Public Hearing
20130397					
Department:	Community Services	Date Submitted:	04/26/2013		
Working Session:	05/21/2013	Business Session:	05/21/2013	Public Hearing:	
Submitted By:	Purchasing - Pat Elliott - SM		Multiple Depts?	No	
Budget Type:	Capital	Special Routing:			
Agenda Type	Award	Rezoning Type			
Item of Business:	Locked by Purchasing				No
BL030-13, construction of Ivy Creek Greenway, phase I, section 3, to low bidder, Astra Group, Inc., amount not to exceed \$2,165,000.00. 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 46.2% by the Transportation Enhancement Program Grant, 44.6% by the 2009 SPLOST Program and 9.2% by the 2005 SPLOST Program. District 1/Brooks					
Attachments	Summary sheet, justification letter, tabulation				
Authorization: Chairman's Signature?	Yes				
Staff Recommendation	Award				
Department Head	pphoskins (5/3/2013)				
Attorney	fsfields (5/13/2013)				
Attorney's Comments					
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested	Upon approval transfer \$1,000,000 from F-0487-03-3-03-3 fund 317G to F-0487-03-3-03-3 in Fund 318G.				
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	Yes	2009 SPLOST Grants	*	\$1,000,000	ajbovos (5/9/2013)
	Yes	2005 SPLOST	** \$200,000	\$200,000	
	Yes	2009 SPLOST	** \$5,294,584	\$965,000	
Finance Comments	* Available budget in 2005 SPLOST Grant program will be transferred to 2009 SPLOST Grant program upon approval. ** Amount available in Greenways Development - Pilot program.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 100%;" type="text"/>
Action	<input style="width: 100%;" type="text" value="New Item"/>
Tabled	<input style="width: 100%;" type="text"/>
Motion	<input style="width: 100%;" type="text"/>
2nd by	<input style="width: 100%;" type="text"/>
Vote	

**SUMMARY – BL030-13**  
**Construction of Ivy Creek Greenway, Phase I, Section 3**

<b>PURPOSE:</b>	This project involves disturbance of 3.7 acres of the 620 acre property. The project consists of a new section of the Ivy Creek Greenway to include: .56 miles of 12' asphalt trail, wood boardwalk, 12' cable bridge, an overlook platform, a restroom building and all associated work included but not limited to clearing and grubbing, grading, sediment and erosion control, drainage and all utilities.
<b>LOCATION:</b>	2020 Clean Water Drive Buford District 1/Brooks
<b>AMOUNT TO BE SPENT:</b>	\$2,165,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	405 Notices 23 Plan Holders 308 Website viewings
<b>NUMBER OF RESPONSES:</b>	4
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 8
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	5 plan holders were not pre-qualified with GDOT 3 plan holders were sub-contractors 3 plan holders could not find qualified bridge contractor 2 plan holders stated that the project is too large/complex 1 plan holder did not receive sufficient # of bids from subs 2 plan holders were plan rooms
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	To be completed on or before December 15, 2013

COMMENTS:

**MEMORANDUM**

THRU: Phil Hoskins, Director  
Community Services

TO: Shelley McWhorter  
Purchasing Division

FROM: Rick Morris  
Community Services

SUBJECT: BL030-13  
Ivy Creek Greenway, Phase 1, Section 3

DATE: April 25, 2013

The Department of Community Services recommends award of the above referenced procurement to the lowest bidder, Astra Group, Inc., in the amount of \$2,165,000.00.

This project is funded 9.2% by the 2005 SPLOST Program, 44.6% by the 2009 SPLOST Program and 46.2% by a Transportation Enhancement Program grant. District 1/Brooks

Amount to be spent: \$2,165,000.00  
References Checked? Yes

1. Total obligations requested: \$ 2,165,000.00
2. Do total obligations agree with "Action Requested"? Yes X No \_\_\_\_\_
3. Budgeted: Yes X No \_\_\_\_\_
4. Contact name: Rick Morris Contact phone: X-8863
5. Proposed Funding

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	317	216000			F-0487-03-3-03	\$160,000.00
2013	317	216000			F-0487-03-5-05	\$40,000.00
2013	318	216000			F-0487-03-5-05	\$715,000.00
2013	318G	216000			F-0487-03-3-03-3	\$1,000,000.00
2013	318	216000			F-0487-03-3-03-4	\$250,000.00
6. Transfer required: Yes <u>X</u> No _____ If yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	317G	216000			F-0487-03-3-03-3	\$1,000,000.00

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing			
20130467					
Department:	County Administration		Date Submitted:	05/17/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	Public Hearing:	
Submitted By:	Glenn Stephens		Multiple Depts?		
Budget Type:			Special Routing:		
Agenda Type	Ratification		Rezoning Type		
Item of Business:			Locked by Purchasing		No
of employment agreement with Casey Snyder, Director of Fire and Emergency Services, for recording purposes.					
Attachments	Resolution, Contract				
Authorization: Chairman's Signature?	Yes				
Staff Recommendation					
Department Head					
Attorney					
Attorney's Comments					
Agenda Purpose Only	<input type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials	
Finance Comments					

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
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 **Casey Snyder, Director of Fire and Emergency Services** and has entered into an employment agreement with him; 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 **Casey Snyder**, 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:

\_\_\_\_\_  
Diane Kemp  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Van Stephens  
Acting County Attorney

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this **25<sup>th</sup> day of May, 2013**, (the "Effective Date") by and between Gwinnett County, Georgia (hereinafter, "Employer") and **CASEY SNYDER** (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 Fire and Emergency Services** and shall serve as the chief management official for the Department of Fire and Emergency 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 One Hundred Ninety-Two Dollars and Thirty-One/Hundreds (\$5,192.31)** per bi-weekly period for an annual salary of **One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00)** (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 1<sup>st</sup> and September 1<sup>st</sup> 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.

Should Employee's accumulated annual leave on the effective date of this Agreement exceed 360 hours, Employee shall be paid for the excess leave which shall be payable on a date(s) of Employee's choosing no later than March 15, 2014. After March 15, 2014, accumulated annual leave shall not exceed 360 hours.

## **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.

CASEY SNYDER

\_\_\_\_\_  
Signature

GWINNETT COUNTY, GEORGIA

By: \_\_\_\_\_  
Glenn P. Stephens  
County Administrator

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

[SEAL]

**EXHIBIT A**

**GWINNETT COUNTY, GEORGIA  
CLASS SPECIFICATION**

**CLASS SPECIFICATION TITLE: Department Director  
DD42**

<b><u>RANGE</u></b>	<b><u>GRADE</u></b>	<b><u>SUBGRADE</u></b>	<b><u>FLSA STATUS:</u></b>
\$104,656 - \$177,914	402	NA	Exempt
<b><u>CLASS SUMMARY:</u></b>			
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.			

<b><u>TYPICAL CLASS ESSENTIAL DUTIES:</u></b> (These duties are a representative sample; position assignments may vary.)		<b><u>FRE-QUENCY</u></b>	<b><u>BAND/ GRADE</u></b>
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%	

**EXHIBIT A**

**GWINNETT COUNTY, GEORGIA  
CLASS SPECIFICATION**

**CLASS SPECIFICATION TITLE: Department Director  
DD42**

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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 five 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 may 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 DD42

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**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.

**EXHIBIT A**

**GWINNETT COUNTY, GEORGIA  
CLASS SPECIFICATION**

**CLASS SPECIFICATION TITLE: Department Director  
DD42**

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**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

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130346				
Department:	Fire Services	Date Submitted:	04/10/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	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
BL022-13, Gwinnett County fire training center-phase I driving course, to low responsive bidder, Southeastern Site Development, Inc., amount not to exceed \$1,258,777.00. 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 52% by the 2005 SPLOST Program and 48% by the 2009 SPLOST Program.				
Attachments	Summary sheet, justification letter, tabulation			
Authorization: Chairman's Signature?	Yes			
Staff Recommendation	Award			
Department Head	gwmyers (4/22/2013)			
Attorney	trwilliams (4/26/2013)			
Attorney's Comments				
Agenda Purpose Only <input checked="" type="checkbox"/> As To Form <input type="checkbox"/> Hold for Pickup? <input type="checkbox"/>				

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	Yes	2005 SPLOST	* \$655,687	\$655,687	ajbovos (4/24/2013)
	Yes	2009 SPLOST	* \$10,765,333	\$603,090	
Finance Comments	* Amount available in Fire Academy Improvements project.				

## County Clerk Use Only

			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

**SUMMARY – BL022-13**  
**Gwinnett County Fire Training Center – Phase I Driving Course**

<b>PURPOSE:</b>	To construct a concrete driving course including a storage building with observation mezzanine for the training of fire personnel on large fire vehicles.
<b>LOCATION:</b>	District 3/Hunter
<b>AMOUNT TO BE SPENT:</b>	\$1,258,777.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	25 Notices 20 Plan holders 222 Website viewings
<b>NUMBER OF RESPONSES:</b>	5 3 Non-responsive 1 Withdrawal
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 8
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	210 consecutive calendar days

COMMENTS:

**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

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  
 Purchasing Division

**THRU:** Bill Myers, Fire Chief  
 Department of Fire & Emergency Services

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

**SUBJECT:** Recommendation for BL022-13; Gwinnett County Fire Training Center Phase I – Driving Course

**DATE:** April 9, 2013

The Department of Fire & Emergency Services recommends award of the above referenced procurement to the lowest responsive bidder, Southeastern Site Development, Inc. in the amount of \$1,258,777.00.

This project is funded 52% by the 2005 SPLOST Program and 48% by the 2009 SPLOST Program.

District 3/Hunter

References Checked? Yes

1. Total obligations requested: \$1,258,777.00
2. Do total obligations agree with "Action Requested"? Yes X No \_\_\_\_
3. Budgeted: Yes X No \_\_\_\_
4. Contact name: Dan Hansen Contact phone: 678-518-4832
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	317	215000			M-0662-01-3-03	\$655,686.55
2013	318	215000			M-0662-01-3-03	\$603,090.45

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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
20130414	20120763		
Department:	Information Technology Services	Date Submitted:	04/30/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	Purchasing - Pat Elliott - HC	Multiple Depts?	No
Budget Type:	Operating	Special Routing:	
Agenda Type	Approval	Rezoning Type	
Item of Business:		Locked by Purchasing	No
<p>to renew OS106, criminal justice information system (CJIS) software maintenance and support on an annual contract (August 01, 2013 through July 31, 2014), to Metatomix, Inc., base amount \$385,740.00. Authorization for Chairman to execute contracts subject to approval by the Law Department. Contracts to follow award. This contract is funded by the Administrative Support Fund.</p>			
Attachments	Summary sheet, justification letter, justification support		
Authorization: Chairman's Signature?	Yes		
Staff Recommendation	Approval		
Department Head	ajbovos (5/6/2013)		
Attorney	trwilliams (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes		Administrative Supp.	\$895,193	\$385,740	ajbovos (5/9/2013)
Finance Comments	<p>* The current balance in License Support is checked as items are purchased or services provided. The requested allocation is a county-wide estimate based on the recommended base bid. For FY 2013 \$160,725 is allocated and for FY2014, the \$225,015 is subject to budget approval.</p>				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	<input style="width: 100%;" type="text"/>

## SUMMARY – OS106

### Criminal Justice Information System (CJIS) Software Maintenance and Support on an Annual Contract

<b>PURPOSE:</b>	Maintenance and support of the CJIS software as a result of the implementation in 2008 for the integration and/or interfacing of the current criminal justice systems in the County. The project included data exchanges, query portals, and replacement of certain components of legacy systems. As a result of this implementation, there is now an enterprise-wide, integrated criminal justice system that provides for the sharing of offender, incident, arrest, and case data that is accurate, verifiable, and disseminated in a timely manner to all authorized agencies.
<b>LOCATION:</b>	Department of Information Technology Services
<b>AMOUNT TO BE SPENT:</b>	\$385,740.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$385,740.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$385,740.00
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	0%
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	August 01, 2013 through July 31, 2014

COMMENTS:

## MEMORANDUM

TO: Holly Cafferata, Purchasing Associate III  
Purchasing Division

THRU Aaron Bovos  
Deputy County Administrator/CFO

FROM: Jerry Minor, Director  
Enterprise Applications/Development  
Information Technology Services

SUBJECT: Criminal Justice Information System (CJIS) Software Maintenance and Support

DATE: April 26, 2013

The Department of Information Technology Services is requesting approval to renew an agreement with Metatomix, Inc. for the provision of software support and maintenance for the Criminal Justice Information System (contracts to follow). Coverage is for the period of 8/1/2013 – 7/31/2014 in the amount of \$385,740.00. As the developer and seller of the application solution, Metatomix is also the only vendor authorized to provide maintenance/support.

Implementation of the CJIS software began in 2008 for the integration and/or interfacing of the current criminal justice systems in the County. The project includes data exchanges, query portals, and replacement of certain components of legacy systems. As a result of this implementation, there is now an enterprise-wide, integrated criminal justice system that provides for the sharing of offender, incident, arrest, and case data that is accurate, verifiable, and disseminated in a timely manner to all authorized agencies.

At the time of last year's renewal, Metatomix requested a 25% increase (\$96,440) in maintenance fees which would have raised the cost from \$385,740 to \$482,180. The County was successful in negotiating away the increase, paving the way for this renewal at the same cost as the previous contract.

The maintenance and support is funded by the Administrative Support Fund.

Amount spent previous contract: \$ 385,740.00

Estimated amount to be spent for current contract: \$ 385,740.00

If you have any questions, please contact me at 822-8996.

1. Total obligations requested: \$ 385,740.00
2. Do total obligations agree with "Action Requested"? Yes  No
3. Budgeted: Yes  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	665		44400001	50401304		\$160,725.00
2014	665		44400001	12800002		\$225,015.00

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

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



Service Provider:  
Metatomix, Inc.  
401 Congress Ave #2650  
Austin, TX 78701

## Maintenance and Support Quote

Prepared for:  
Gwinnett County Board of Commissioners  
Treasury Division  
2nd Floor West, Room 2W664  
75 Langley Dr  
Lawrenceville, GA  
30046

Contact Information: orders@versata.com  
Quote Number: META-Gwinnett County Board of Commissioners-21Feb13  
Quote Prepared Date: February 21, 2013  
Quote Expiration Date: July 31, 2013

Term Start Date: August 1, 2013

Please Select a Customer Success Package and Term. All amounts quoted do not include taxes:

Customer Success Package Fee Per Year			
	Standard	Gold	Platinum
Year 1 amount	385,740	416,599	447,458
Year 2 amount	424,314	458,259	492,204
Year 3 amount	466,745	504,085	541,424
Year 4 amount	513,420	554,493	595,567
Year 5 amount	564,762	609,943	655,123

Currency
USD

Special Promo - 5 Years Standard	
Year 1 amount	385,740
Year 2 - 5 amount (yearly)	385,740

Package Term		
1 Year	3 Year	5 Year

Licenses for which Service Provider Shall Provide Maintenance and Support		
<table border="1"> <thead> <tr> <th>Licensed/Subscribed Product Description</th> </tr> </thead> <tbody> <tr> <td>Support and Maintenance for Previously Purchased Metatomix Software</td> </tr> </tbody> </table>	Licensed/Subscribed Product Description	Support and Maintenance for Previously Purchased Metatomix Software
Licensed/Subscribed Product Description		
Support and Maintenance for Previously Purchased Metatomix Software		

### Special Terms

Upon execution of this quote ("Quote"), Customer and Service Provider shall be parties to a legally binding contract. The contract between the Parties shall be comprised of this Quote and the Maintenance and Support Terms and Conditions (collectively the "Support Agreement"). In the event of any conflict, the terms of the Quote shall supersede the terms of the Maintenance and Support Terms and Conditions. Customer's right to use the underlying software shall be governed by the Master License or Subscription Agreement ("Master Agreement") pursuant to which their license to the applicable software (described above as, "Licensed/ Subscribed Product") has been granted to the Customer, whether such Master Agreement is attached herewith or agreed upon separately with the Customer.

For the purpose of Support Agreement, "Maintenance and Support" means the service activities described therein; the Service Level (i.e., Platinum, Gold or Standard) of Maintenance and Support that is provided to the Customer will depend upon the Customer's selection above. The "Term" shall mean the "Term Start Date" through the expiration of the Package Term selected above.

In consideration of the representations, warranties, covenants and mutual promises contained in this Support Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1) Customer agrees to pay for the Maintenance and Support Services during the Term in accordance with the Service Level selected above. All fees hereunder shall be due and payable within thirty (30) days of execution of this Quote. Customer's obligations may not be canceled prior to expiration of the Term. Customer understands that the Support Agreement shall automatically renew unless terminated pursuant to the terms of this Support Agreement.
- 2) The provisions of the Support Agreement constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of the Support Agreement. No terms and conditions on any purchase order or other document by Customer shall be deemed to modify or amend the Support Agreement.
- 3) CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND HEREBY AGREES TO THE MAINTENANCE AND SUPPORT TERMS AND CONDITIONS ATTACHED HERETO, AND THE RELEVANT MASTER AGREEMENT.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE SUPPORT AGREEMENT, AND THE MASTER AGREEMENT, AS ATTACHED OR AGREED WITH THE CUSTOMER.

Please select a package (Standard, Gold, Platinum):  
Please select a term( 1, 3, or 5 years):

Standard  
1

For Metatomix, Inc.:

SERVICE PROVIDER SIGNATURE

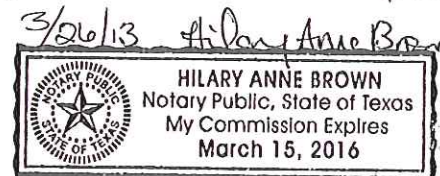
DATE: 3/26/2013

CUSTOMER SIGNATURE

DATE:

I, Hilary Anne Brown, acknowledge that this document was signed before me on March 26, 2013 in Travis County by Andrew S. Price.  
Hilary Anne Brown

#110307



# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130434				
Department:	Law Department	Date Submitted:	05/07/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	Public Hearing:
Submitted By:	Van Stephens	Multiple Depts?		
Budget Type:		Special Routing:		
Agenda Type	Approval	Rezoning Type		
Item of Business:		Locked by Purchasing		No
of an Ordinance amending Section 26-29: (4)(i) of the Code of Ordinances of Gwinnett County, subject to review and approval by the Law Department.				
Attachments	Ordinance			
Authorization: Chairman's Signature?	Yes			
Staff Recommendation				
Department Head	mvstephens (5/10/2013)			
Attorney	mpludwiczak (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?
			<input type="checkbox"/>	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
		N/A	N/A	N/A	ajbovos (5/10/2013)
Finance Comments	No budget impact.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

**GWINNETT COUNTY**  
**BOARD OF COMMISSIONERS**  
**LAWRENCEVILLE, GEORGIA**

ORDINANCE ENTITLED: An Ordinance Amending Section 26-29(4)(i) of Gwinnett County Code of Ordinances

READING AND ADOPTION:

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

---

Name	Present	Vote
Charlotte J. Nash, Chairman		
Jace Brooks, District 1		
Lynette Howard, District 2		
Tommy Hunter, District 3		
John Heard, District 4		

---

On motion of **(Commissioner Name)**, which carried **(Vote)**, the Code of Ordinances of Gwinnett County is hereby amended by deleting paragraph 4, section (i) of Section 26-29 in its entirety and replacing it as follows:

Section 26-29: (4)(i) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, explosives and flammable liquids and substances;

NOW, THEREFORE THE BOARD OF COMMISSIONERS DOES HEREBY AMEND SECTION 26-29 (4)(i) OF THE CODE OF ORDINANCES OF GWINNETT COUNTY AS SET FORTH ABOVE.

Ordinance Number:  
GCID Number: 20130434

THIS ORDNIANCE is adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COMMISSIONERS  
GWINNETT COUNTY, GEORGIA

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: \_\_\_\_\_ (SEAL)  
DIANE KEMP, COUNTY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
J. BROOKE SAVAGE  
SENIOR ASSISTANT COUNTY ATTORNEY

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130337				
Department:	Law Department	Date Submitted:	04/09/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	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	
<p>for project Arcado Road at Killian Hill Road, project M-0681 for Declaration of Taking procedures for condemnation proceedings regarding the property of Herman Harmon, Jr. and Cathy M. Harmon, lying and being in Land Lot 124 of the 6th District of Gwinnett County, Georgia consisting of 0.077 acres of permanent easement for construction and maintenance of slopes, and 0.100 acres of permanent easement for construction and maintenance of drainage structures. Parcel 15, Tax Map No. 6-124-108, Zoning R-100. Amount \$9,700.00. This project is funded by the 2009 SPLOST Program. District 2/Howard</p>				
Attachments	Memorandum, Condemnation Summary Maps and Resolution			
Authorization: Chairman's Signature?	Yes			
Staff Recommendation				
Department Head	mvstephens (5/10/2013)			
Attorney	mpludwiczak (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?
			<input type="checkbox"/>	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes		2009 SPLOST	* 798,083	\$9,700	ajbovos (5/10/2013)
Finance Comments	* Funds available in Killian Hill Road @ Arcado Rd.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	Vote
Action	
Tabled	
Motion	
2nd by	

Department of Law



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

MEMORANDUM

**TO:** Chairman and Gwinnett County Board of Commissioners

**FROM:** Michael P. Ludwiczak *ML*  
Sr. Assistant County Attorney

**SUBJECT:** *Gwinnett County, Georgia v. Herman Harmon, Jr., Cathy M. Harmon, 0.077 acres of permanent easement for construction and maintenance of slopes, and 0.100 acres of permanent easement for construction and maintenance of drainage structures*

**DATE:** April 10, 2013

**RE:** Project: Arcado Road at Killian Hill Road  
Project M-0681  
Located in Land Lot 124 of the 6<sup>th</sup> District of Gwinnett County, Georgia  
  
Amount - \$9,700.00 - Parcel 15

**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.

gwinnettcounty



	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

**HERMAN HARMON, JR. AND CATHY M. HARMON**  
**Project M-0681, Gwinnett County**  
**Arcado Road at Killian Hill Road**  
**Parcel 15**

<b>Permanent Easement for Construction and Maintenance of Slopes</b>	(3,339.61 square feet)	\$2,364.00
<b>Permanent Easement for Construction and Maintenance of Drainage Structures</b>	(4,370.56 square feet)	\$3,095.00
<b>Improvements</b>	(Landscaping and Wood Buffer)	\$4,200.00
		<hr/>
<b>Total</b>		\$9,700.00
<b>Rounded</b>		\$9,700.00
<b>Counter Offer</b>		N/A

**Comments:**

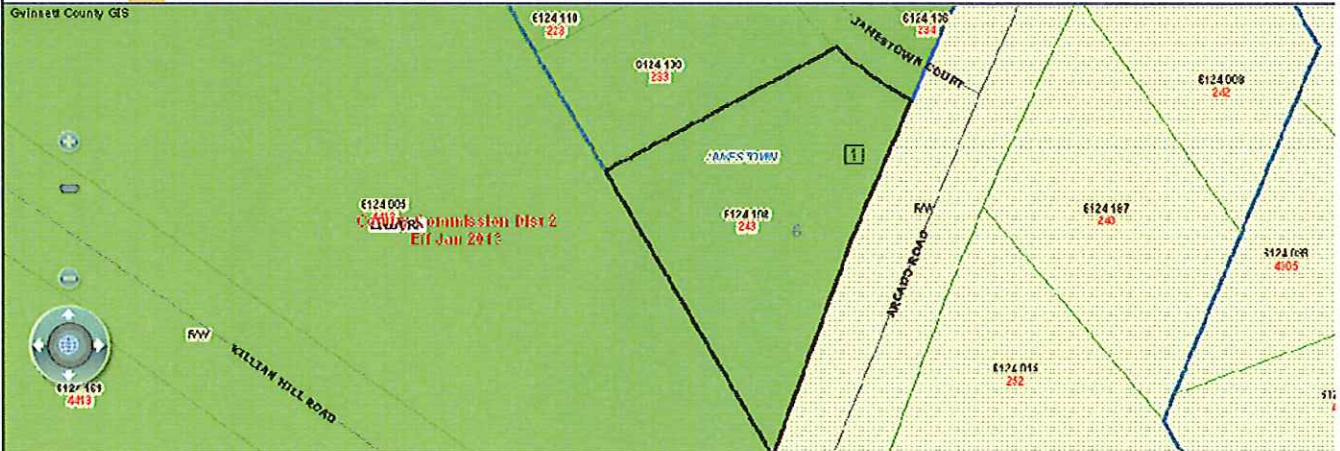
Initial contact was made with the property owners who informed the agent that they would not sign any documents unless the County agreed to pipe the storm water across the rear of their property. Plans have been revised to accommodate the owner's request and a new offer was presented to owner on January 16, 2013. Received letter of representation from Bill Crecelius on February 5, 2013. Further attempts to settle have not been successful.

[Terms](#)



Searches Data Sources

General Real Estate Engineering/Developers T

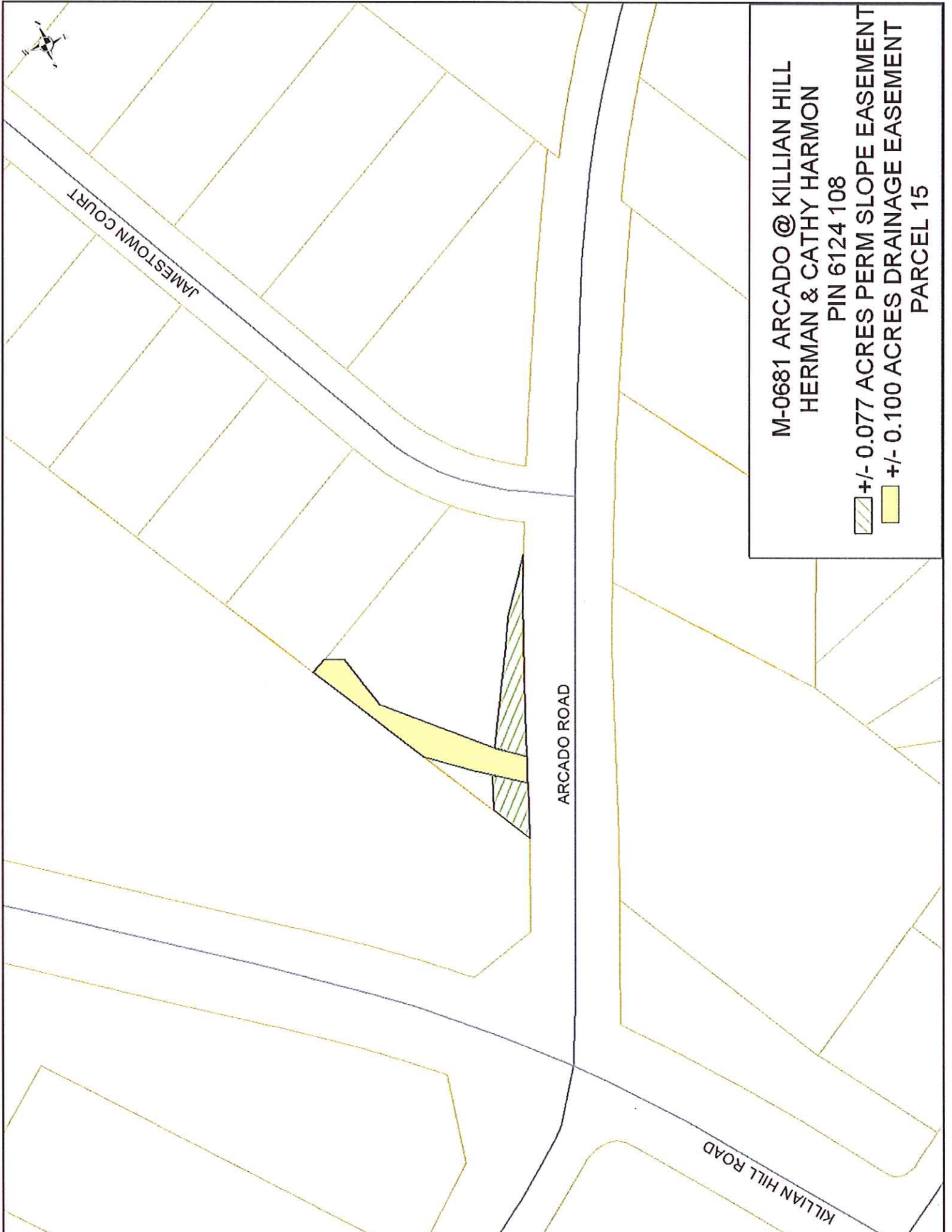


Scale 1:1,014.60 GO OnPoint

Results

Land Parcels Total: 1 | [Simple Report \(CSV\)](#) | [Simple Report \(PDF\)](#) | [More reports](#) |  3 | [Filter Results By](#) | [Use Results As Filter To](#)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Info	<input checked="" type="checkbox"/> Tip	Parcel ID (PIN)	Address	Lot	Parceltype	Exemption Type	Area (sq ft)	Length (Perimeter)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6124 108	243	29	Parcel	Not Exempt	32,036.1847459836	



M-0681 ARCADEO @ KILLIAN HILL  
HERMAN & CATHY HARMON  
PIN 6124 108

-  +/- 0.077 ACRES PERM SLOPE EASEMENT
  -  +/- 0.100 ACRES DRAINAGE EASEMENT
- PARCEL 15

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 M0681** Gwinnett County, being a project to upgrade and improve **Arcado Road at Killian Hill 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: 15**

**Permanent Easement for Construction and Maintenance of Slopes: 0.077 acres**

**Permanent Easement for Construction and Maintenance of Drainage Structures: 0.100 acres**

**Owners: Herman Harmon, Jr. and Cathy M. Harmon**

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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130342				
Department:	Law Department	Date Submitted:	04/10/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	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
<p>for project Pedestrian Improvements Along US Highway 23/State Route 13 (Buford Highway) for Declaration of Taking procedures for condemnation proceedings regarding the property of First States Investors 4000C, LLC, Gwinnett County Tax Commissioner, CF Branch, LLC, and Wells Fargo Bank, Inc., lying and being in Land Lot 244 of the 6th District of Gwinnett County, Georgia consisting of 784.86 square feet of permanent easement for construction and maintenance of slopes. Parcel 7, Tax Map Numbers 6-244-010C and 6-244-071, Zoning C-2. Amount \$6,700.00. This project is funded by the Gwinnett Village Community Improvement District. District 2/Howard</p>				
Attachments	Memorandum, Condemnation Summary, Maps and Resolution			
Authorization: Chairman's Signature?	Yes			
Staff Recommendation				
Department Head	mvstephens (5/10/2013)			
Attorney	jbsavage (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only <input checked="" type="checkbox"/> As To Form <input type="checkbox"/> Hold for Pickup? <input type="checkbox"/>				

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Misc Grant Fund	\$8,400	\$6,700	ajbovos (5/10/2013)
Finance Comments				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	Vote
Action	
Tabled	
Motion	
2nd by	

Department of Law



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

MEMORANDUM

**TO:** Chairman and Gwinnett County Board of Commissioners

**FROM:** Brooke Savage *BS*  
Sr. Assistant County Attorney

**SUBJECT:** *Gwinnett County, Georgia v. First States Investors 4000C, LLC, Gwinnett County Tax Commissioner, CF Branch, LLC, Wells Fargo Bank, Inc., and 784.86 square feet of permanent easement for construction and maintenance of slopes*

**DATE:** April 10, 2013

**RE:** Project: Pedestrian Improvements Along US Highway 23/State Route 13  
(Buford Highway)  
Project GG-0107  
Located in Land Lot 244 of the 6<sup>th</sup> District of Gwinnett County, Georgia

Amount - \$6,700.00 - Parcel 7

**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.

gwinnettcounty



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

### FIRST STATES INVESTORS 4000C, LLC

Project GG-0107, Gwinnett County

### PEDESTRIAN IMPROVEMENTS ALONG US HIGHWAY 23/ STATE ROUTE 13 (BUFORD HIGHWAY)

Parcel 7

#### Permanent Easement For Construction and Maintenance of Slopes

(784.86 square feet)

\$6,672.00

#### Total

\$6,672.00

#### Rounded

\$6,700.00

#### Counter Offer

N/A

#### Comments:

The negotiations started in August, 2011. Since then Moreland Altobelli has not had contact with property owner's attorney Evan Dreillinger. Rick Dropp of Wells Fargo Bank, the tenant, was contacted on November 11, 2011 and advised of project. He forwarded the contact information for the attorney representing the owner to our negotiator. Mr. Dropp sent an email to attorney as well advising him of project. The negotiator had no contact with the owner. Messages were left on Mr. Dreillinger's voice mail and emails were sent to [evandreillinger@gkk.com](mailto:evandreillinger@gkk.com) with no response. The negotiator did confirm with Lois Jusiewicz of GKK that Mr. Dreillinger is the contact person and verified phone number and address. On December 10, 2012, Mr. Dreillinger contacted the negotiator. He confirmed he received the revised offer package and does not want to be condemned for such a small amount of square footage. He requested the PCE to be converted back to TCE and accepted the FMV offer of \$6,700.00. Mr. Dreillinger stated he could not get paperwork signed by the end of the year but would try to expedite signatures. As of March 6, 2013, we haven't received the signed documents. The timeline of the project requires to now starting the condemnation process.





[Terms](#)

Searches Data Sources General Real Estate Engineering/Developers T

Tools

Scale 1: 1,409.13 GO OnPoint Long

Results

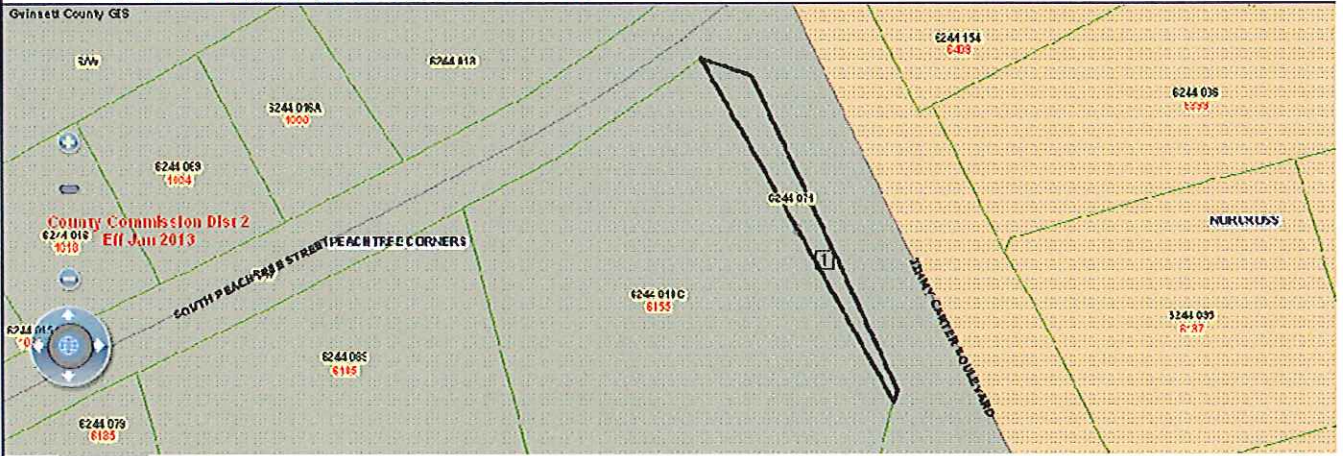
Land Parcels Total: 1 | Simple Report (CSV) | Simple Report (PDF) | More reports | Filter Results By | Use Results As Filter To

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Info Tip	Parcel ID (PIN)	Address	Lot	Parceltype	Exemption Type	Area (sq ft)	Length (Perimeter)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6244 010C	6155		Parcel	Not Exempt	81,498.9366057537	



Searches Data Sources

General Real Estate Engineering/Developers T



Results

Land Parcels Total: 1 | Simple Report (CSV) | Simple Report (PDF) | More reports | Filter Results By | Use Results As Filter To

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Info	Tip	Parcel ID (PIN)	Address	Lot	Parceltype	Exemption Type	Area (sq ft)	Length (Perimeter)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			6244 071			Parcel	Not Exempt	4,397.76420212461	



CSTEE-0009-00(075)  
US23/SR13 BUFORD HWY  
FIRST STATES INVESTORS 4000C, LLC  
PIN 6244 010C  
+/- 784.86 SF SLOPE EASEMENT  
PARCEL 7

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 GG-0107** Gwinnett County, being a project to upgrade and improve **Pedestrian Improvements Along US Highway 23/State Route 13 (Buford Highway)**, 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: 7**

**Permanent Construction Easement of Slopes: 784.86 acres**

**Owners: First States Investors 4000, LLC, Gwinnett County Tax Commissioner, CF Branch, LLC, and Wells Fargo Bank, 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

<b>GCID #</b>	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Contracts	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Public Hearing
20130347					
Department:	Law Department	Date Submitted:	04/11/2013		
Working Session:	05/21/2013	Business Session:	05/21/2013	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
<p>for project Pedestrian Improvements Along US Highway 23/State Route 13 (Buford Highway), project G-0107 for Declaration of Taking procedures for condemnation proceedings regarding the property of Mahin S. Khalili, and Champion Imports, Inc., lying and being in Land Lot 244 of the 6th District of Gwinnett County, Georgia consisting of 393.29 square feet of permanent easement for construction and maintenance of slopes and 949.03 square feet of two temporary driveway easements. Parcel 5, Tax Map No. 6-245-372, Zoning C-2. Amount \$1,700.00. This project is funded by the Gwinnett Village Community Improvement District. District 2/Howard</p>					
Attachments	Memorandum, Condemnation Summary, Maps and Resolution				
Authorization: Chairman's Signature?	Yes				
Staff Recommendation					
Department Head	mvstephens (5/10/2013)				
Attorney	jbsavage (5/13/2013)				
Attorney's Comments					
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials	
Yes	Misc Grant Fund	\$8,400.00	\$1,700	ajbovos (5/10/2013)	
Finance Comments					

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>

Department of Law




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MEMORANDUM

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Brooke Savage   
Sr. Assistant County Attorney

SUBJECT: *Gwinnett County, Georgia v. Mahin S. Khalili, Champion Imports, Inc., 393.29 square feet of permanent easement for construction and maintenance of slopes, and 949.03 square feet of two temporary driveway easements*

DATE: April 29, 2013

RE: Project: Pedestrian Improvements Along US Highway 23/State Route 13  
(Buford Highway)  
Project # GG-0107  
Located in Land Lot 244 of the 6<sup>th</sup> District of Gwinnett County, Georgia

Amount - \$1,700.00 - Parcel 5

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.



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

### MAHIN S. KHALILI

Project GG-0107, Gwinnett County

**PEDESTRIAN IMPROVEMENTS ALONG US HIGHWAY 23/ STATE ROUTE 13  
(BUFORD HIGHWAY)**

Parcel 5

#### Permanent Easement For Construction and Maintenance of Slopes

(393.29 square feet)

\$1,700.00

#### Two 24 Month Temporary Driveway Easements

(949.03 square feet)

N/A

#### Total

\$1,700.00

#### Rounded

\$1,700.00

#### Counter Offer

N/A

#### Comments:

The negotiations started in August, 2011. Since then Moreland Altobelli and Gwinnett County have had contact only by phone with the owner. She lives in California. The negotiator spoke with her a few times and she told him she doesn't want to sell her property. He had tried to explain the County needs to acquire the easement for the construction of the project, but she hang up on him. He left numerous messages for the tenant to call him with no luck. When our negotiator called the owner again explaining the sidewalk was a benefit to her she hung up on him again. According to the appraiser, he had a difficult time talking to her too. She acted like she knew nothing about the project. On December 3<sup>rd</sup>, 2012 the negotiator spoke with Mr. Berducci. Mr. Berducci gave him the contact information for Mr. Amir who works for Mrs. Mahin Khalili. Mr. Amir confirmed they received an offer package over a year ago and



responded. The agent told him he never received any response. Mr. Amir told the agent he owns a car dealership and the construction would cause him to lose business. He also said he was traveling back to California and would speak with owner and get an attorney involved. The timeline of the project requires to now start the condemnation process.

[Terms](#)



Searches Data Sources General Real Estate Engineering/Developers T

Tools

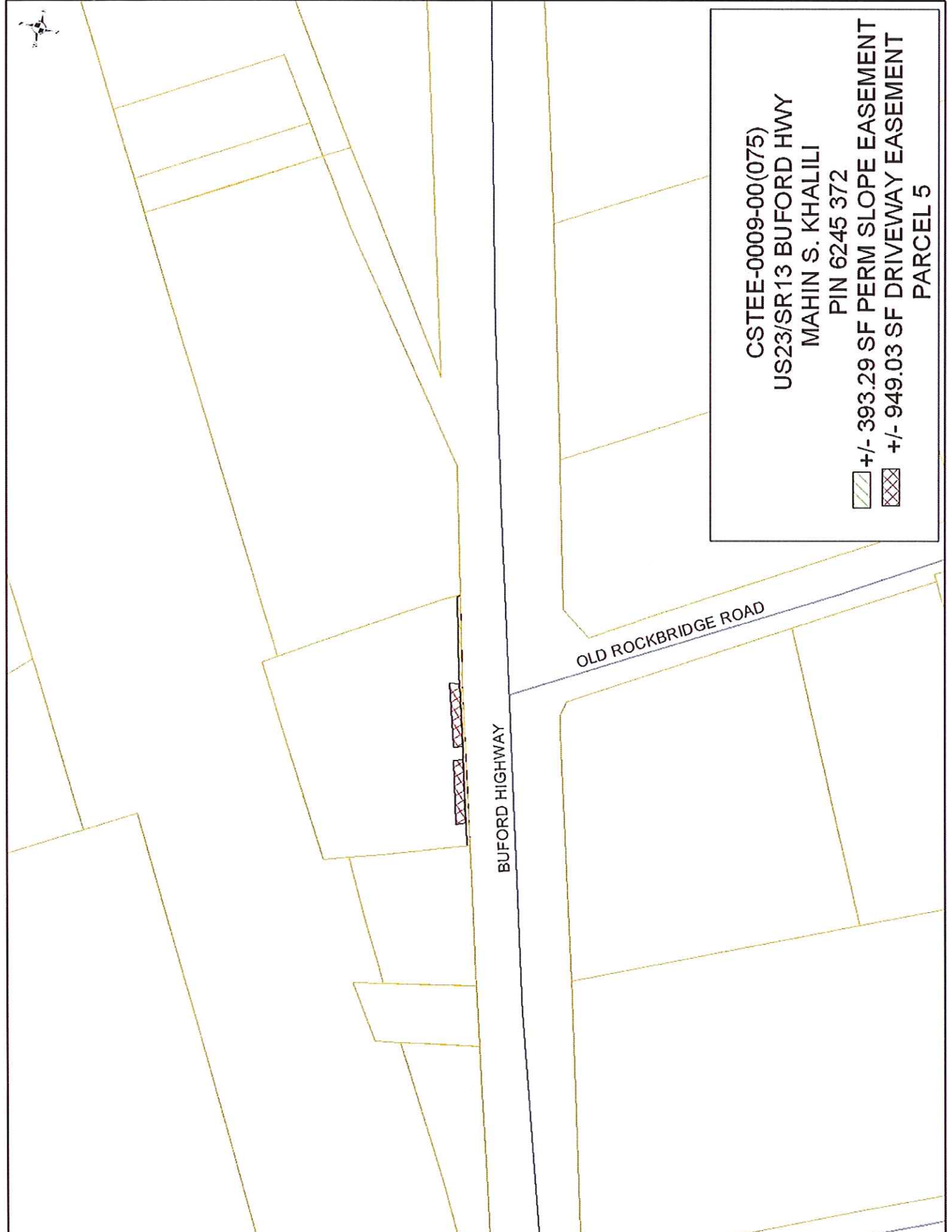
Gwinnett County GIS Parcel Search (by PIN or Address)

Scale 1: 1,000.00 GO OnPoint Longl

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)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6245 372	6307		Parcel	Not Exempt	28,190.6443561252	



CSTEE-0009-00(075)  
US23/SR13 BUFORD HWY  
MAHIN S. KHALILI  
PIN 6245 372

+/- 393.29 SF PERM SLOPE EASEMENT  
+/- 949.03 SF DRIVEWAY EASEMENT

PARCEL 5

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 GG-0107** Gwinnett County, being a project to upgrade and improve **Pedestrian Improvements Along US Highway 23/State Route 13 (Buford Highway)**, 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: 5**

**Permanent Construction Easement of Slopes: 393.29 acres**

**24-Month Temporary Driveway Easement: 949.03 acres**

**Owners: Mahin S. Khalili and Champion Imports, 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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130357				
Department:	Law Department	Date Submitted:	04/12/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	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	
<p>for project South Bogan Road Safety Improvement Project, Project # M-0692-01 for Declaration of Taking procedures for condemnation proceedings regarding the property of Jeffrey C. Gilleland, Lisa Page Rolin f/k/a Lisa Gilleland, JP Morgan Chase Bank, N.A., Residential Capital, LLC, as successor by merger to Residential Funding Corporation, lying and being in Land Lot 220 of the 7th District of Gwinnett County, Georgia consisting of 0.045 acres of permanent easement for construction and maintenance of slopes and 0.101 acres of 24 month temporary easement for construction of detour slopes. Parcel 2, Tax Map No. 7-220-065, Zoning R-100, Amount \$19,500.00. This project is funded by the 2009 SPLOST Program. District 4/Heard</p>				
Attachments	Memorandum, Condemnation Summary, Maps and Resolution			
Authorization:	Chairman's Signature?	Yes		
Staff Recommendation				
Department Head	mvstephens (5/10/2013)			
Attorney	mpludwiczak (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only <input checked="" type="checkbox"/> As To Form <input type="checkbox"/> Hold for Pickup? <input type="checkbox"/>				

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2009 SPLOST	* \$531,280	\$19,500	ajbovos (5/10/2013)
Finance Comments: * Funds available in South Bogan Rd. (Kilgore Rd. - Ham. Mill Rd.).				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	Vote
Action	
Tabled	
Motion	
2nd by	



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MEMORANDUM

TO: Chairman and Gwinnett County Board of Commissioners

FROM: Michael P. Ludwiczak *ML*  
Senior Assistant County Attorney

SUBJECT: *Gwinnett County, Georgia v. Jeffrey C. Gilleland, Lisa Page Rolin f/k/a Lisa Gilleland, JP Morgan Chase Bank, N.A., Residential Capital, LLC, as successor by merger to Residential Funding Corporation, 0.045 acres of permanent easement for construction and maintenance of slopes and 0.101 acres of 24 month temporary easement for construction of detour slopes*

DATE: April 29, 2013

RE: Project: South Bogan Road Safety Improvement Project  
Project #M-0692-01  
Located in Land Lot 220 of the 7<sup>th</sup> District of Gwinnett County, Georgia  
  
Amount - \$19,500.00 - Parcel 2

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.



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

**JEFFREY C. GILLELAND AND LISA PAGE ROLIN F/K/A LISA GILLELAND**  
 Project M-0692-01, Gwinnett County  
 South Bogan Road Safety Improvement Project  
 Parcel 2

<b>Permanent Easement for Construction and Maintenance of Slopes</b>	(1,949.21 square feet)	\$712.00
<b>24 Month Temporary Easement for Construction of Detour Slopes</b>	(4,382.43 square feet)	\$640.00
<b>Site Improvements</b>		\$18,125.00
<b>Total</b>		\$19,477.00
<b>Rounded</b>		\$19,500.00
<b>Counter Offer</b>		\$50,000.00

**Comments:**

The property owner says the construction of detour and the loss of the buffer will damage the residence and remainder of the property. Appraisal update ordered, came in with a lower FMV – 19,500.00. Previously the offer amount was 20,000.00.



Terms | About this Site

Searches Data Sources

General Real Estate Engineering/Developers Transportation

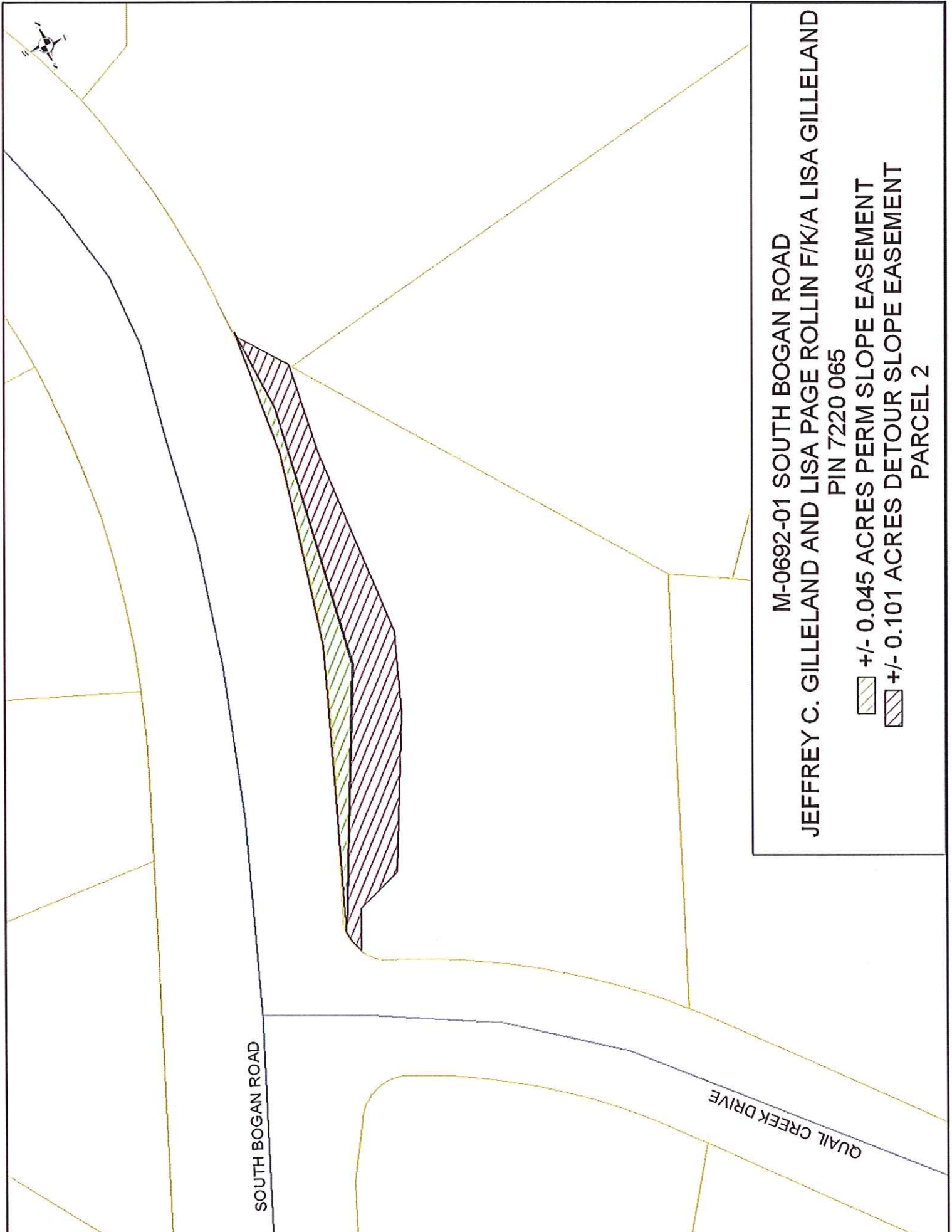
Tools

Scale 1:1,000.00 GO OnPoint Longitude : -83.97886

Results

Land Parcels Total:1 | Simple Report (CSV) | Simple Report (PDF) | More reports | Filter Results By | Use Results As Filter To

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Info Tip	Parcel ID (PIN)	Address	Lot	Parceltype	Exemption Type	Area (sq ft)	Length (Perimeter)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		7220 065	3600	82	Parcel	Not Exempt	32,825.3466268884	



M-0692-01 SOUTH BOGAN ROAD

JEFFREY C. GILLELAND AND LISA PAGE ROLLIN F/K/A LISA GILLELAND

PIN 7220 065

-  +/- 0.045 ACRES PERM SLOPE EASEMENT
  -  +/- 0.101 ACRES DETOUR SLOPE EASEMENT
- PARCEL 2

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 M-0692-01** Gwinnett County, being a project to upgrade and improve **South Bogan Road Safety Improvement Project**, 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: 2**

**Permanent Easement for Construction and Maintenance of Slopes: 0.045 acres**

**24 Month Temporary Easement for Construction of Detour Slopes: 0.101 acres**

**Owners: Jeffrey C. Gilleland, Lisa Page Rolin f/k/a Lisa Gilleland, JP Morgan Chase Bank, N.A., and Residential Capital, LLC, as successor by merger to Residential Funding 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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130417				
Department:	Police Services	Date Submitted:	05/01/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	Public Hearing:
Submitted By:	mbsmith	Multiple Depts?:		
Budget Type:	Neither	Special Routing:		
Agenda Type	Approval/authorization	Rezoning Type		
Item of Business:		Locked by Purchasing		No
for the Chairman to delegate authority to the Chief of Police to execute a Memorandum of Understanding (MOU) and all other related documents with the Federal Bureau of Investigation, Atlanta Safe Streets Gang Task Force (SSGTF) on behalf of the County. Subject to review by the Law Department.				
Attachments	Memorandum of Understanding, Justification Letter			
Authorization: Chairman's Signature?	No			
Staff Recommendation	Approve			
Department Head	jamartin (5/3/2013)			
Attorney	trwilliams (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only	<input type="checkbox"/>	As To Form	<input checked="" type="checkbox"/>	Hold for Pickup?
	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	N/A	N/A	ajbovos (5/9/2013)
Finance Comments	* No budget impact.			

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
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

## MEMORANDUM

TO: Gwinnett County Board of Commissioners

FROM: Charles M. Walters   
Chief of Police

SUBJ: Agenda Request – Memorandum of Understanding (MOU)

DATE: May 1, 2013

Approval/Authorization for the Chairman to delegate authority to the Chief of Police to execute a Memorandum of Understanding (MOU) and all related documents with the Federal Bureau of Investigation (FBI), Atlanta Safe Streets Gang Task Force (SSGTF) on behalf of the County.

The purpose of this MOU is to delineate the responsibilities of the SSGTF. SSGTF personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and to maximize inter-agency cooperation.

Should you have any questions about the Memorandum of Understanding, please contact Marcia Callahan-Smith, Projects/Grants Manager at 770-513-5206.

CMW:mcs

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FEDERAL BUREAU OF INVESTIGATION  
ATLANTA SAFE STREETS GANG TASK FORCE  
MEMORANDUM OF UNDERSTANDING

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Gwinnett County Police Department (GCPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Atlanta Safe Streets Gang Task Force (SSGTF personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and to maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the SSGTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSGTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSGTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Atlanta Division shall designate one Supervisory Special Agent (SSGTF Supervisor) to supervise the SSGTF. The SSGTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSGTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSGTF.
7. Conduct undertaken outside the scope of an individual's SSGTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSGTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSGTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SSGTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SSGTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSGTF Supervisor will also retain discretion to remove any individual from the SSGTF.

**B. Case Assignments**

11. The FBI SSGTF Supervisor will be responsible for opening, monitoring, directing, and closing SSGTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSGTF Supervisor.
13. For FBI administrative purposes, SSGTF cases will be entered into the relevant FBI computer system.

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14. SSGTF personnel will have equal responsibility for each case assigned. SSGTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSGTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

16. It is agreed that matters designated to be handled by the SSGTF will not knowingly be subject to non-SSGTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSGTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSGTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. SSGTF investigative leads outside of the geographic areas of responsibility for FBI Atlanta Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSGTF personnel will be limited to those situations where it is essential to the effective performance of the SSGTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI SSGTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSGTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSGTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSGTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSGTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSGTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSGTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SSGTF reports prepared in cases assigned to SSGTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SSGTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSGTF.
27. SSGTF investigative records maintained at the Atlanta Field Office of the FBI will be available to all SSGTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSGTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSGTF personnel.
29. All SSGTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide SSGTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

## FOR OFFICIAL USE ONLY

Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSGTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

### INFORMATION SHARING

32. No information possessed by the FBI, to include information derived from informal communications between SSGTF personnel and FBI employees not assigned to the SSGTF, may be disseminated by SSGTF personnel to non-SSGTF personnel without the approval of the SSGTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSGTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses Personally Identifying Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

### PROSECUTIONS

38. SSGTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

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39. A determination will be made on a case-by-case basis whether the prosecution of SSGTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSGTF.
40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSGTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

44. All SSGTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

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**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

45. The parent agency of each individual assigned to the SSGTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SSGTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. SSGTF personnel will follow their own agencies' policies concerning firearms discharge and the use of deadly force.

**DEPUTATIONS**

48. Local and state law enforcement personnel designated to the SSGTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSGTF or until the termination of the SSGTF, whichever comes first.
49. Deputized SSGTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

50. In furtherance of this MOU, employees of GCPD may be permitted to drive FBI owned or leased vehicles for official SSGTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to GCPD SSGTF personnel will require the execution of a separate Vehicle Use Agreement.

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSGTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of GCPD and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by GCPD SSGTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by GCPD task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, GCPD agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by GCPD SSGTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

55. The FBI and GCPD remain responsible for all personnel costs for their SSGTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to GCPD the cost of overtime worked by non-federal SSGTF personnel assigned full-time to the SSGTF, provided overtime expenses were incurred as a result of SSGTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and GCPD for full-time employee(s) assigned to SSGTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable GCPD overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

57. Property utilized by the SSGTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSGTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSGTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSGTF, will be the financial responsibility of the agency supplying said property.

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**FUNDING**

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSGTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSGTF investigations may be equitably shared with the agencies participating in the SSGTF.

**DISPUTE RESOLUTION**

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSGTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSGTF AND SECURITY CLEARANCES**

65. If an GCPD candidate for the SSGTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

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66. If, for any reason, the FBI determines that an GCPD candidate is not qualified or eligible to serve on the SSGTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, SSGTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSGTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SSGTF, each individual whose assignment to the SSGTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSGTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSGTF or otherwise relating to the SSGTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSGTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSGTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SSGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual

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is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSGTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Atlanta Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSGTF personnel.
74. Liability for any conduct by SSGTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

75. The term of this MOU is for the duration of the SSGTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SSGTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSGTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SSGTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSGTF participation.

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**MODIFICATIONS**

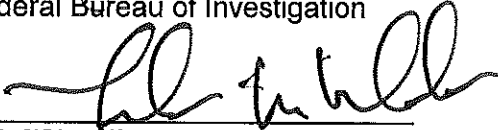
- 78. This agreement may be modified at any time by written consent of all involved agencies.
- 79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**



Special Agent in Charge  
Federal Bureau of Investigation

4/18/13  
Date



Chief/Sheriff  
Gwinnett County Police Department

5/1/13  
Date

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
20130419			
Department:	Support Services	Date Submitted:	05/01/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	Angelia Parham	Public Hearing:	
Budget Type:	Neither	Multiple Depts?	No
Agenda Type	Approval/authorization	Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type	
Item of Business:		Locked by Purchasing	No
for the Chairman to execute an Intergovernmental Lease Agreement with the City of Norcross for the Fire Museum located on a portion of the County owned property known as "Fire Station No.1" at 165 Lawrenceville Street, Norcross. Subject to approval by Law Department.			
Attachments	Justification Memo		
Authorization: Chairman's Signature?	Yes		
Staff Recommendation	Approval		
Department Head	ahparham (5/2/2013)		
Attorney	fsfields (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	ajbovos (5/9/2013)
Finance Comments	* No budget impact.			

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	Vote
Action	
Tabled	
Motion	
2nd by	



75 Langley Drive • Lawrenceville, GA 30045-6900  
(tel) 770.822.7131 • (fax) 770.822.8929

## MEMORANDUM

TO: Gwinnett County Board of Commissioners

FROM: Angelia Parham, Director  
Support Services

SUBJECT: Agenda Item 2013-0419  
May 21, 2013 Board of Commissioners Consideration

DATE: April 29, 2013

### ITEM OF BUSINESS:

Approval and authorization for the Chairman to execute an Intergovernmental Lease Agreement with the City of Norcross for the Fire Museum located on a portion of the County owned property known as "Fire Station No.1" at 165 Lawrenceville Street, Norcross. Subject to approval by Law Department. District 2 / Howard.

### BACKGROUND AND DISCUSSION:

Gwinnett County owns in fee simple the subject property. The County constructed a Fire Museum on a portion of the subject property in 2009 to house a historic Norcross fire engine. The City was granted permission to store the fire engine in the Museum, but no formal lease agreement was executed at that time between the County and City concerning the Museum. To date, the County has been responsible for utility payments. The City of Norcross wishes to lease the Fire Museum and the portion of the real property associated with it from Gwinnett County. Norcross will become solely responsible for the maintenance of the leased premises and the payment of all utilities during the term of the Lease, and Gwinnett County will save an estimated \$6,000.00 annually as a result of this change. The County and the City previously executed a similar Intergovernmental Lease Agreement for the Norcross Welcome Center located on the same property.

### IN SUMMARY AND CONCLUSION:

If approved, the lease has a term of twenty five (25) years with an optional renewal term of twenty five (25) years, and shall commence thirty (30) days after receipt by the City of Norcross of written notice from the County that the premises are available to be occupied, which shall be no later than December 31, 2013. The ground lease rental amount is \$1.00 per annum due on the first day of each lease year. The City will be responsible for all utility charges and maintenance expenses at the premise.

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# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
20130428			
Department:	Support Services	Date Submitted:	05/02/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	Angelia Parham	Public Hearing:	
Budget Type:	Neither	Multiple Depts?	
Agenda Type	Approval/authorization	Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type	
Item of Business:		Locked by Purchasing	No
<p>for the Chairman to sign one-year non-exclusive franchise agreements with two (2) Construction or Demolition Waste Service Providers who have met the requirements of the Gwinnett County Solid Waste Collection and Disposal Services Ordinance of 2012. These agreements will be for the period beginning May 21, 2013, and ending on May 20, 2014. Agreements are subject to approval by the Law Department. Contracts to follow.</p>			
Attachments	Justification Memo		
Authorization:	Chairman's Signature?	Yes	
Staff Recommendation	Approval		
Department Head	ahparham (5/2/2013)		
Attorney	fsfields (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only <input checked="" type="checkbox"/> As To Form <input type="checkbox"/> Hold for Pickup? <input type="checkbox"/>			

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	N/A	N/A	ajbovos (5/9/2013)
Finance Comments	* No budget impact.			

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

**gwinnett**county  
**Solid Waste and Recovered Materials Division**

446 West Crogan Street, Suite 100 • Lawrenceville, GA 30046-6935  
(tel) 770.822.7141 • www.sustainablegwinnett.com



**TO:** Chairman and  
District Commissioners

**THRU:** Angelia Parham, Director  
Support Services

**FROM:** Thomas R. Keith  
Director of Solid Waste and Recovered Materials Division

**DATE:** May 21, 2013

**SUBJECT:** 2013 Construction or Demolition Waste Service Provider Authorizations  
for Two (2) First-Time Applicants

Item of Business

Approval/authorization for the Chairman to sign one-year non-exclusive franchise agreements with two (2) Construction or Demolition Waste Service Providers who have met the requirements of the Gwinnett County Solid Waste Collection and Disposal Services Ordinance of 2012. These agreements will be for the period beginning May 21, 2013, and ending on May 20, 2014. Agreements are subject to approval by the Law Department. Contracts to follow.

Background and Discussion

The Gwinnett County Solid Waste Collection and Disposal Services Ordinance of 2012 sets forth the requirements for application and approval of persons and entities wishing to provide Construction or Demolition Waste Collection and Disposal Services in unincorporated Gwinnett County. Specifically, the ordinance requires:

- i. A Person's application for authorization shall be submitted to the County in a form prescribed by the County.
- ii. The County shall approve any application demonstrating compliance with the requirements of this ordinance.
- iii. Authorization to provide Commercial Solid Waste Collection and Disposal Services and Commercial Recovered Material Collection Services and/or Construction or Demolition

Waste Collection and Disposal Services shall be granted for a period of up to one (1) calendar year.

- iv. Nothing in this Ordinance shall limit the number of Commercial and/or Construction or Demolition Waste Service Providers within unincorporated Gwinnett County.
- v. Authorization to provide Commercial Solid Waste Collection and Disposal Services and Commercial Recovered Material Collection Services and/or Construction or Demolition Waste Collection and Disposal Services constitutes the right to collect Commercial and/or Construction or Demolition Waste within unincorporated Gwinnett County. Multiple companies may be so authorized provided the requirements of this Ordinance are met.
- vi. Authorization to provide Commercial Solid Waste Collection and Disposal Services and Commercial Recovered Material Collection Services and/or Construction or Demolition Waste Collection and Disposal Services in unincorporated Gwinnett County is nontransferable.
- vii. Upon authorization, the Commercial and/or Construction or Demolition Waste Service Provider shall maintain at its place of business books and records showing the commercial establishment owner, business name and address of each commercial establishment that the Commercial and/or Construction or Demolition Waste Service Provider has contracted with for Commercial Solid Waste Collection and Disposal Services and Commercial Recovered Material Collection Services and/or Construction or Demolition Waste Collection and Disposal Services, including the street address for each property served. The Commercial and/or Construction or Demolition Waste Service Provider shall, upon request by the County, make such books and records available for inspection and/or submit to a financial audit by a certified public accountant or auditor employed by the County.

#### Summary and Conclusion

The following two (2) Construction or Demolition Waste Services Providers have submitted applications meeting the requirements of the ordinance:

- (1) Atha Equipment Rental and Sales, Inc. and
- (2) Andy Strange Grading, Inc.

The Solid Waste and Recovered Materials Division is requesting your consideration of a one-year non-exclusive franchise agreement for the Construction or Demolition Waste Service Providers identified herein for the period May 21, 2013, through May 20, 2014. All agreements are subject to approval by the Law Department.

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
<b>20130395</b>			
Department:	Transportation	Date Submitted:	04/25/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	Purchasing - Pat Elliott - JB	Public Hearing:	
Budget Type:	Capital	Multiple Depts?	No
Agenda Type	Award	Special Routing:	
Item of Business:	Award		Rezoning Type
Item of Business:		Locked by Purchasing	<input type="checkbox"/> No
BL029-13, Cruse Road sidewalk (Sugarloaf Parkway to Old Norcross Road), project number F-0869, Beaver Ruin Road sidewalk (Rockborough Trail to Bailey Drive), project number F-0870, and S.R. 141 sidewalk (Holcomb Bridge Road to Woodhill Drive), project number F-0874, pedestrian safety improvement projects, to low bidder, ISC, Inc., amount not to exceed \$532,000.00. 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. District 2/Howard & District 4/Heard			
Attachments	Summary sheet, justification letter, tabulation		
Authorization: Chairman's Signature?	Yes		
Staff Recommendation	Award		
Department Head	mkconroy (5/3/2013)		
Attorney	jbsavage (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested	Transfer \$74,000 from 05/09 SPLOST Sidewalk Contingency and \$6,000 from SR141 (Holcomb Br-Woodhill/Spald-Triangle) to Beaver Ruin Rd. Rockborough-Bailey NS. Transfer \$138,000 from SR141 (Holcomb Br-Woodhill/Spald-Triangle) to Cruse Road (Sugarloaf to Old Norcross WS).			
	Budgeted	Fund Name	Current Balance	Requested Allocation
	Yes	2009 SPLOST	* \$ 61,100	\$177,000
	Yes	2009 SPLOST	** \$230,170	\$281,000
		2009 SPLOST	*** \$88,060	\$74,000
Finance Comments	* Amount available Cruse Road (Sugarloaf to Old Norcross WS). ** Amount available in Beaver Ruin Rd. Rockborough-Bailey NS. *** Amount available in SR141 (Holcomb Br-Woodhill/Spald-Triangle). (Deficit available in the various projects).			

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	<input style="width: 100%;" type="text"/>

## SUMMARY – BL029-13

**Cruse Road Sidewalk (Sugarloaf Parkway to Old Norcross Road), Project Number F-0869,  
Beaver Ruin Road Sidewalk (Rockborough Trail to Bailey Drive), Project Number F-0870,  
and S.R. 141 Sidewalk (Holcomb Bridge Road to Woodhill Drive), Project Number F-0874,  
Pedestrian Safety Improvement Projects**

<b>PURPOSE:</b>	Project number F-0869 is a 1,250 linear ft. design build project, project number F-0870 is a 2,700 linear ft. design build project, and project number F-0874 is a 1,150 linear ft. design build project.
<b>LOCATION:</b>	District 2/Howard & District 4/Heard
<b>AMOUNT TO BE SPENT:</b>	\$532,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	42 Notices 14 Plan holders 219 Website viewings
<b>NUMBER OF RESPONSES:</b>	4
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	No
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	Vendors provided the following reasons for not submitting a bid: <ul style="list-style-type: none"><li>• Timing of project presented a conflict with other projects</li><li>• Most of the work would require subcontractors</li></ul>
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	360 calendar days

COMMENTS:

**MEMORANDUM**

TO: Janice Bradshaw  
Purchasing Division

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

SUBJECT: Recommendation for BL029-13  
ISC, Inc.  
Cruse Road Sidewalk (Sugarloaf Parkway to Old Norcross Road), PN F-0869,  
Beaver Ruin Road Sidewalk (Rockborough Trail to Bailey Drive), PN F-0870,  
and S.R. 141 Sidewalk (Holcomb Bridge Road to Woodhill Drive), PN F-0874  
Pedestrian Safety Improvement Projects

DATE: April 24, 2013

The Department of Transportation recommends the award of the above referenced pedestrian safety improvement projects to ISC, Inc., as this firm submitted the lowest bid at \$532,000.00 (\$177,000.00 for PN F-0869, \$281,000.00 for PN F-0870 and \$74,000.00 for PN F-0874). This is the lowest bid of the four received. This contract is funded by the 2009 SPLOST Program.  
District 2/Howard & District 4/Heard.

Estimated amount to be spent for current contract \$532,000.00

References Checked? Yes  or No

1. Total obligations requested: \$532,000.00
2. Do total obligations agree with "Action Requested"? Yes  No
3. Budgeted: Yes  No
4. Contact name: Alan R. Chapman, P.E. Contact phone: x 7480
5. Proposed Funding:

Proposed Funding:Fi	Fund	Fund Center	Cost Center	GL#	WBS Element	Amount
2013	318			50802000	F-0869-01-3-03	\$177,000.00
2013	318			50802000	F-0870-01-3-03	\$281,000.00
2013	318			50802000	F-0874-01-3-03	\$ 74,000.00

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

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	318				F-0869-01-3-03	\$138,000.00
2013	318				F-0874-01-3-03	(\$138,000.00)
2013	318				F-0870-01-3-03	\$6,000.00
2013	318				F-0874-01-3-03	(\$6,000.00)
2013	318				F-0870-01-3-03	\$74,000.00
2013	318				O-0109-01-1-02	(\$74,000.00)

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input checked="" type="checkbox"/> Contracts	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Public Hearing
20130408					
Department:	Transportation	Date Submitted:	04/29/2013		
Working Session:	05/21/2013	Business Session:	05/21/2013	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
<p>BL041-13, Buford Highway (Simpson Circle to Duluth Industrial Way), project number G-0111-000003-0003, pedestrian safety &amp; Oakland Park Boulevard (U.S. 78 to Hewatt Road), project number G-0111-000003-0005, pedestrian safety project, to low bidder, ISC, Inc., amount not to exceed \$624,142.00. 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 95% by various Federal Transit Administration (FTA) grant funds and 5% by the Local Transit Capital Fund. District 1/Brooks, District 2/Howard &amp; District 3/Hunter</p>					
Attachments	Summary sheet, justification letter, tabulation				
Authorization: Chairman's Signature?	Yes				
Staff Recommendation	Award				
Department Head	mkconroy (5/3/2013)				
Attorney	jbsavage (5/13/2013)				
Attorney's Comments					
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes		Misc Grants - External	\$457,506*	\$457,506	ajbovos (5/9/2013)
Yes		Transit R & E Grants	\$219,347**	\$133,309	
Yes		Local Transit R & E	\$54,329**	\$33,328	
Finance Comments	*Budgeted amount available in ARRA Transit Stimulus Funds. **Budgeted amount available in Transit Enhancements Project Group 1 Project.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	<input style="width: 100%;" type="text"/>

**SUMMARY – BL041-13**

**Buford Highway (Simpson Circle to Duluth Industrial Way), Project Number G-0111-000003-0003,  
Pedestrian Safety & Oakland Park Boulevard (U.S. 78 to Hewatt Road),  
Project Number G-0111-000003-0005, Pedestrian Safety Project**

<b>PURPOSE:</b>	Project G-0111-000003-0003 consists of 0.862 miles of sidewalk, curb & gutter, concrete structures, pipe and striping. Project G-0111-000003-0005 consists of 0.28 miles of sidewalk.
<b>LOCATION:</b>	District 1/Brooks, District 2/Howard & District 3/Hunter
<b>AMOUNT TO BE SPENT:</b>	\$624,142.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	42 7 Plan holders 54 Website viewings
<b>NUMBER OF RESPONSES:</b>	4
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	No
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	Vendors provided the following reasons for not submitting a bid: <ul style="list-style-type: none"><li>• Not enough time to fit this project into our current schedule</li><li>• We would need to subcontract most of the work</li></ul>
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	G-0111-000003-005 to be completed by July 31, 2013 G-0111-000003-003 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 BL041-13  
ISC, Inc.  
Buford Hwy (Simpson Circle to Duluth Industrial Way), PN G-0111-000003-0003  
Pedestrian Safety & Oakland Park Boulevard (U.S. 78 to Hewatt Road),  
PN G-0111-000003-0005, Pedestrian Safety Project

DATE: April 29, 2013

The Department of Transportation recommends the award of the above referenced pedestrian safety improvement projects to ISC, Inc., as this firm submitted the lowest bid at \$624,142.00 (\$539,954.50 for G-0111-000003-0003 and \$84,187.50 for G-0111-000003-0005). This bid represents 96.38% of the estimated cost. This is the lowest bid of the four received. This contract is funded 95% by various Federal Transit Administration (FTA) grant funds and 5% by the Local Transit Capital Fund. District 1/Brooks, District 2/Howard and District 3/Hunter.

Estimated amount to be spent for current contract \$624,142.00

References Checked? Yes  or No

1. Total obligations requested: \$624,142.00
2. Do total obligations agree with "Action Requested"? Yes  No
3. Budgeted: Yes  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-0111-000003-0005	\$84,187.50
2013	200G			50802000	G-0111-000003-0003	\$373,318.50
2013	516			50802000	E-0078-18-4-02-1	\$33,327.20
2013	516G			50802000	E-0078-18-4-02-2	\$60,700.00
2013	516G			50802000	E-0078-18-4-02-3	\$11,839.00
2013	516G			50802000	E-0078-18-4-02-4	\$23,808.00
2013	516G			50802000	E-0078-18-4-02-7	\$36,961.80

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

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

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input checked="" type="checkbox"/> Grants <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
20130416	20130409		
Department:	Transportation	Date Submitted:	05/01/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	alreed	Public Hearing:	
Budget Type:	Capital	Multiple Depts?	
Agenda Type	Approval	Special Routing:	
Agenda Type	Approval	Rezoning Type	
Item of Business:		Locked by Purchasing	No
<p>to accept a Federal Aviation Administration (FAA) Airport Improvement Program Grant and a Georgia DOT State Airport Improvement Grant for the rehabilitation of Taxiway W, including repaving the taxiway, replacing existing light fixtures with LED replacement fixtures, and relocating the existing airfield electrical vault. The total project cost is \$1,566,753.92 with the FAA providing \$1,410,079.00, the State providing \$72,366.00, and local County funds providing \$84,308.92. Approval and authorization for Chairman or designee to execute any and all related documents, subject to approval by Law Department. This project will be funded 90% by Federal Aviation Administration, 5.4% by the Airport Renewal and Extension Fund and 4.6% by the Georgia Department of Transportation. District 4/Heard</p>			
Attachments	Memorandum, Grant Agreement, Action List		
Authorization: Chairman's Signature?	Yes		
Staff Recommendation	Approval		
Department Head	mkconroy (5/3/2013)		
Attorney	tacox (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested	Adjust revenue and appropriation budgets as necessary based on grant award.			
	Budgeted	Fund Name	Current Balance	Requested Allocation
	No	Airport R & E Grants	*	\$1,482,445
	Yes	Airport R & E	** \$132,632	\$ 84,309
				Director's Initials
				ajbovos (5/9/2013)
Finance Comments	*Grant budget will be established upon execution of grant agreement. ** Current balance available in Taxiway W Strength Project.			

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	<input style="width: 100%;" type="text"/>

## Department of Transportation

75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.7400 • (fax) 770.822.7478  
www.gwinnettcountry.com



### MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Martin K. Conroy, P.E., Director  
Department of Transportation

**SUBJECT:** **Federal Aviation Administration Airport Improvement Program Grant and Georgia Department of Transportation Airport Improvement Grant Taxiway W Rehabilitation Project**

**DATE:** May 21, 2013

The Department of Transportation is requests approval to accept Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant and a Georgia DOT – State Airport Improvement Grant for the rehabilitation of Taxiway W, including repaving the taxiway, replacing existing light fixtures with LED replacement fixtures, and relocating the existing airfield electrical vault. The total project cost is \$1,566,753.92 with the FAA providing \$1,410,079.00, the State providing \$72,366.00, and local County funds providing \$84,308.92. Also, approval and authorization for Chairman to execute any and all related documents, subject to approval by Law Department.

Taxiway W, located on the south side of the field, is the only full length parallel taxiway on the airport. As the only full length parallel taxiway, any aircraft desiring to use the predominant runway (Runway 25), must utilize Taxiway W to reach the beginning of Runway 25. In January 2013 the Georgia Department of Transportation issued the 2012 Gwinnett County – Briscoe Field Pavement Management Plan for Gwinnett County Airport – Briscoe Field. The report provided for inspection and analysis of the pavements located throughout the airport. Included in the analysis is a Pavement Condition Index (PCI) score for each section of pavement on the airport. A section of Taxiway W was given a PCI score 26. The report goes on to say that with pavements having a PCI of less than 40, reconstruction of the pavement is the only viable alternative to repair the pavement due to the substantial damage to the pavement structure.

In addition to repairing the existing pavement, the project will provide for the replacement of incandescent light fixtures located along the taxiway. These incandescent fixtures will be replaced with LED fixtures, which have less power consumption and should reduce future utility costs for the airport. The project will also rebuild the airport's electrical vault in a more accessible location and will provide a larger building with more space for future upgrades and more ergonomic maintenance access. Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7417.

Enclosure

gwinnettcountry

ACTION REQUESTED  
FOR APPROVAL BY THE BOARD OF COMMISSIONERS  
**May 21, 2013**  
**(GCID 20130416)**

1. Acceptance of grant awards from the **GEORGIA DEPARTMENT OF TRANSPORTATION**; authorization for Chairman to sign grant application, letter of credit signature cards, and related **GEORGIA DEPARTMENT OF TRANSPORTATION** forms designating persons authorized to request disbursement of grant funds from **GEORGIA DEPARTMENT OF TRANSPORTATION** 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 **GEORGIA DEPARTMENT OF TRANSPORTATION**, 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 **GEORGIA DEPARTMENT OF TRANSPORTATION**.
3. Authorization for Chairman to appoint and designate the Director of the Department 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 **GEORGIA DEPARTMENT OF TRANSPORTATION**.

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP013-9021-29(135)  
PID - T004705

WINNETT COUNTY

\*\*LIMITED PARTICIPATION\*\*

STATE OF GEORGIA  
FULTON COUNTY

\*\* DO NOT UNSTAPLE THIS BOOKLET...  
ENTER ALL REQUIRED INFORMATION  
EITHER BY HAND OR STAMP.

THIS AGREEMENT made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and WINNETT COUNTY(hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

TAXIWAY "W" OVERLAY, MARKING AND LIGHTING AT THE WINNETT COUNTY-BRISCOE FIELD AIRPORT IN LAWRENCEVILLE, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. AP013-9021-29(135)WINNETT, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2001 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated February 17, 1989.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Agreement as fully and to be same effect as if the same had been set forth at length in the body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is ONE MILLION FIVE HUNDRED SIXTY-SIX SEVEN HUNDRED FIFTY-THREE and 92/100 Dollars (\$1,566,753.92). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of SEVENTY-TWO THOUSAND THREE HUNDRED SIXTY-SIX and 00/100 Dollars (\$72,366.00) and federal funds in the amount of ONE MILLION FOUR HUNDRED TEN THOUSAND SEVENTY-NINE and 00/100 Dollars (\$1,410,079.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is ONE MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED FORTY-FIVE and 00/100 Dollars (\$1,482,445.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its prorata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of EIGHTY-FOUR THOUSAND THREE HUNDRED EIGHT and 92/100 Dollars (\$84,308.92).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS," dated April 13, 2012. A copy of the compliance document is available from the DEPARTMENT's Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration. All construction on this project shall be in accordance and compliance with the 2001 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated February 17, 1989, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until August 31, 2015, whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that GWINNETT COUNTY is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be use on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the CHAIRMAN of GWINNETT COUNTY, who has been duly authorized by GWINNETT COUNTY, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

\_\_\_\_\_  
Commissioner (SEAL)

Executed on behalf of

GWINNETT COUNTY

This the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRINTED NAME

ATTEST: \_\_\_\_\_  
Treasurer

WITNESS FOR:  
GWINNETT COUNTY

*Pls. affix County  
Seal*

\_\_\_\_\_  
This contract approved by  
GWINNETT COUNTY

at a meeting held at:

\_\_\_\_\_  
This the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Federal ID/IRS #

**GWINNETT COUNTY - BRISCOE FIELD AIRPORT  
LAWRENCEVILLE, GA**

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

**GDOT PROJECT NUMBER: AP013-9021-29(135) GWINNETT**

**PID - T004705**

**TAXIWAY W OVERLAY, MARKING, AND LIGHTING**

ITEM	SPEC.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	FAA FUNDS	%	STATE FUNDS	%
1	01000	MOBILIZATION	LS	1	\$83,584.52	\$83,584.52	\$75,226.07	90%	\$4,179.23	5%
2	S-140	REMOVE ASPHALT PAVEMENT	LF	8,500	\$3.71	\$31,535.00	\$28,381.50	90%	\$1,576.75	5%
3	S-160	STERILIZATION OF PAVEMENT CRACKS	EA	1	\$1,500.00	\$1,500.00	\$1,350.00	90%	\$75.00	5%
4	P-602	BITUMINOUS PRIME COAT	AC	4,250	\$11.31	\$48,067.50	\$43,260.75	90%	\$2,403.38	5%
5	P-603	BITUMINOUS TACK COAT	AC	8,680	\$2.47	\$21,439.60	\$19,295.64	90%	\$1,071.98	5%
6	P-620A	PAVEMENT MARKING, WHITE, REFLECTIVE	LS	2,770	\$1.00	\$2,770.00	\$2,493.00	90%	\$138.50	5%
7	P-620B	PAVEMENT MARKING, YELLOW, REFLECTIVE	EA	13,740	\$1.50	\$20,610.00	\$18,549.00	90%	\$1,030.50	5%
8	P-620C	PAVEMENT MARKINGS, BLACK, NON-REFLECTIVE	LF	26,670	\$0.50	\$13,335.00	\$12,001.50	90%	\$666.75	5%
9	GDOT 402-1	RECYCLED ASPH CONC, 12.5MM SUPERPAVE, GP 2 ONLY,	LF	5,350	\$70.01	\$374,553.50	\$337,098.15	90%	\$18,727.68	5%
10	GDOT 402-2	RECYCLED ASPH CONC, 19MM SUPERPAVE, GP 1 OR 2,	LF	1,900	\$73.74	\$140,106.00	\$126,095.40	90%	\$7,005.30	5%
11	GDOT 407	SEALING CRACKS IN BITUMINOUS PAVEMENT - ALL SIZES	LS	51,800	\$1.25	\$64,750.00	\$58,275.00	90%	\$3,237.50	5%
12	GDOT 432	BITUMINOUS PAVEMENT MILLING: 2 INCH VARIABLE DEPTH	LF	3,745	\$14.14	\$52,954.30	\$47,658.87	90%	\$2,647.72	5%
13	GDOT 444	SAW CUT EXISTING PAVEMENT	EA	1,740	\$4.00	\$6,960.00	\$6,264.00	90%	\$348.00	5%
14	P-620A	PAVEMENT MARKING, WHITE, REFLECTIVE	SF	3,960	\$0.50	\$1,980.00	\$1,782.00	90%	\$99.00	5%
15	P-620B	PAVEMENT MARKING, YELLOW, REFLECTIVE	SF	7,550	\$0.75	\$5,662.50	\$5,096.72	90%	\$283.16	5%
16	P-620C	PAVEMENT MARKINGS, BLACK, NON-REFLECTIVE	SF	16,100	\$0.40	\$6,440.00	\$5,796.00	90%	\$322.00	5%
17	GDOT 656	PAVEMENT MARKING REMOVAL	SF	1,410	\$2.50	\$3,525.00	\$3,172.50	90%	\$176.25	5%
18	1000	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$13,500.00	90%	\$750.00	5%
19	L108-5.1	COUNTERPOISE TRENCH IN EARTH	LF	22,600	\$1.00	\$22,600.00	\$20,340.00	90%	\$1,130.00	5%
20	L108-5.2	NO. 8 AWG, 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	42,600	\$1.15	\$48,990.00	\$44,091.00	90%	\$2,449.50	5%
21	L108-5.3	NO. 6 AWG, 5KV, L-824C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	14,000	\$1.25	\$17,500.00	\$15,750.00	90%	\$875.00	5%
22	L108-5.4	NO. 6 AWG, BARE SOLID COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH OR WITH DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	22,960	\$0.95	\$21,812.00	\$19,630.80	90%	\$1,090.60	5%
23	L108-5.5	CONTROL WIRING, 40 NO. 10 AWG, STRANDED, INSTALLED IN DUCT BANK OR CONDUIT	LF	550	\$12.00	\$6,600.00	\$5,940.00	90%	\$330.00	5%
24	L108-5.6	ADDITIONAL 10" X 3/4" DIAMETER COPPER-CLAD STEEL DRIVEN GROUND ROD LOCATED REMOTE, INCLUDING TRENCH, NO. 6 BARE SOLID COPPER JUMPER AND GROUND CONNECTIONS, INSTALLED COMPLETE	EA	329	\$35.00	\$11,515.00	\$10,363.50	90%	\$575.75	5%
25	L109-5.1	PRE-CAST AIRFIELD LIGHTING VAULT AND VAULT EQUIPMENT, INSTALLED COMPLETE	LS	1	\$66,500.00	\$66,500.00	\$59,850.00	90%	\$3,325.00	5%
26	L110-5.1	ELECTRICAL CONDUIT, 1-WAY, 2" PVC SCHEDULE-40, DIRECT EARTH BURIAL, EARTH BACKFILL	LF	500	\$2.00	\$1,000.00	\$900.00	90%	\$50.00	5%
27	L110-5.2	ELECTRICAL CONDUIT, 2-WAY, 4" PVC SCHEDULE-40, DIRECT EARTH BURIAL, EARTH BACKFILL	LF	1,030	\$6.00	\$6,180.00	\$5,562.00	90%	\$309.00	5%

**GWINNETT COUNTY - BRISCOE FIELD AIRPORT  
LAWRENCEVILLE, GA**

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

**GDOT PROJECT NUMBER: AP013-9021-29(135) GWINNETT**

**PID - T004705**

**TAXIWAY W OVERLAY, MARKING, AND LIGHTING**

ITEM	SPEC.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	FAA FUNDS	%	STATE FUNDS	%
28	L110-5.3	1-WAY, 2" HDPE DIRECTIONAL BORE CONDUIT, INSTALLED COMPLETE	LF	1,430	\$11.00	\$15,730.00	\$14,157.00	90%	\$786.50	5%
29	L110-5.4	1-WAY, 4" HDPE DIRECTIONAL BORE CONDUIT, INSTALLED COMPLETE	LF	42	\$26.00	\$1,092.00	\$982.80	90%	\$54.60	5%
30	L110-5.5	2-WAY, 4" HDPE DIRECTIONAL BORE CONDUIT, INSTALLED COMPLETE	LF	120	\$35.00	\$4,200.00	\$3,780.00	90%	\$210.00	5%
31	L115-5.1	AIRCRAFT RATED HANDHOLE WITH CONCRETE APRON, COMPLETE	EA	6	\$4,600.00	\$27,600.00	\$24,840.00	90%	\$1,380.00	5%
32	L115-5.2	HANDHOLE, L-867E MODIFIED BASE, INSTALLED AT EXISTING DUCT BANK, WITH DUCT EXTENSION, COMPLETE	EA	6	\$1,000.00	\$6,000.00	\$5,400.00	90%	\$300.00	5%
33	L115-5.3	HANDHOLE, L-867E MODIFIED BASE, INSTALLED AT DIRECTIONALBORE CONDUIT, COMPLETE	EA	52	\$650.00	\$33,800.00	\$30,420.00	90%	\$1,690.00	5%
34	L115-5.4	HANDHOLE, L-867E MODIFIED BASE, USED AS PULL BOX, COMPLETE	EA	1	\$900.00	\$900.00	\$810.00	90%	\$45.00	5%
35	L125-5.1	L-861T, LED MEDIUM INTENSITY TAXIWAY EDGE LIGHT, STAKE MOUNTED, IN EARTH SHOULDER, COMPLETE	EA	329	\$390.00	\$128,310.00	\$115,479.00	90%	\$6,415.50	5%
36	L125-5.2	REPLACE TAXIWAY GUIDANCE SIGN ISOLATION TRANSFORMER AND CONNECT TO TAXIWAY CIRCUIT, COMPLETE	EA	20	\$380.00	\$7,600.00	\$6,840.00	90%	\$380.00	5%
37	L125-5.3	REMOVE L-861T MEDIUM INTENSITY TAXIWAY LIGHT, BASEOR STAKE MOUNTED, COMPLETE	EA	197	\$50.00	\$9,850.00	\$8,865.00	90%	\$492.50	5%
38	FAA	PRELIMINARY DESIGN	EA	1	\$2,330.00	\$2,330.00	\$2,097.00	90%	\$0.00	0%
39	FAA	FINAL DESIGN	EA	1	\$50,100.00	\$50,100.00	\$45,090.00	90%	\$0.00	0%
40	FAA	BIDDING	EA	1	\$8,342.00	\$8,342.00	\$7,507.80	90%	\$0.00	0%
41	FAA	GRANT SERVICES	EA	1	\$2,775.00	\$2,775.00	\$2,497.50	90%	\$0.00	0%
42	FAA	SURVEY	EA	1	\$20,976.00	\$20,976.00	\$18,878.40	90%	\$0.00	0%
43	FAA	PRELIMINARY LIGHTING DESIGN	EA	1	\$1,662.00	\$1,662.00	\$1,495.80	90%	\$0.00	0%
44	FAA	FINAL DESIGN ELECTRICAL	EA	1	\$20,363.00	\$20,363.00	\$18,326.70	90%	\$0.00	0%
45	FAA	PRE-CAST VAULT AND ELECTRICAL DESIGN	EA	1	\$12,887.00	\$12,887.00	\$11,598.30	90%	\$0.00	0%
46	FAA	CONSTRUCTION ADMINISTRATION	EA	28,794	\$1.00	\$28,794.00	\$25,914.60	90%	\$1,439.70	5%
47	FAA	TESTING	EA	16,639	\$1.00	\$16,639.00	\$14,975.10	90%	\$831.95	5%
48	FAA	RESIDENT INSPECTOR	EA	69,334	\$1.00	\$69,334.00	\$62,400.60	90%	\$3,466.70	5%
		<b>TOTAL PROJECT COST</b>				<b>\$1,566,753.92</b>	<b>\$1,410,079.00</b>		<b>\$72,366.00</b>	

<b>TOTAL MAXIMUM OBLIGATION OF FEDERAL AND STATE FUNDS THIS CONTRACT:</b>			<b>Fund Source</b>
	FY12 Federal	\$1,410,079.00	22127
	FY13 State	\$72,366.00	01873
		<b>\$1,482,445.00</b>	

**EXHIBIT B**

**CERTIFICATION OF  
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



Department of Transportation  
State of Georgia

April 24, 2013

SPECIAL PROVISIONS

AIRPORT PROJECT NO. AP013-9021-29(135)GWINNETT  
TAXIWAY "W" OVERLAY, MARKING AND LIGHTING AT THE GWINNETT COUNTY-  
BRISCOE FIELD AIRPORT IN LAWRENCEVILLE, GA

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S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
107-1-01-SP	Legal Regulations and Responsibility to the Public
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**(For State Aid Contracts Only)**

**Section 107—Legal Regulations and Responsibility to the Public**

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*Delete Subsection 107.23.A and substitute the following:*

**107.23 Environmental Considerations**

All environmental considerations and clearances shall be the responsibility of the County or municipality to meet, including the requirements of Section 404 of the Clean Water Act (33 USC 1344).

After July 1, 1991, State funded projects must comply with the requirements of Chapter 16 of Title 12 of the Official Code of Georgia Annotated, the Georgia Environmental Policy Act (GEPA), of 1991. In compliance with GEPA, those projects for which Federal funding is sought, and NEPA compliance is accomplished, are exempt from the requirements of GEPA.

GEPA requires that environmental documentation be accomplished for County or City projects if more than 50 percent of the total project cost is funded by a grant of a State Agency or a grant of more that \$250,000.00 is made by the State Agency to the municipality or County. The “responsible official of the government agency shall determine if a proposed governmental action is a proposed governmental action which may significantly adversely affect the quality of the environment.”

**A. The Following Projects Would Not Significantly Adversely Affect The Quality Of The Environment:**

Non-land disturbing activities and minor land disturbing activities that would not be anticipated to significantly affect the quality of the environment include the following list. These types of projects funded with state money would not be subject to environmental assessment of any kind. Hearing procedures outline in GEPA would not be applicable.

1. Minor roadway and non-historic bridge projects.
  - a. Modernization of an existing highway by resurfacing, restoration, rehabilitation, adding shoulders, widening a single lane or less in each direction and the addition of a median within previously disturbed existing right-of-way.
  - b. Adding auxiliary lanes for localized purposes (weaving, climbing, speed changes, etc.) and correcting substandard curves and intersections within previously disturbed existing right-of-way.
  - c. Non-historic bridge replacement projects in existing alignment with no detour bridge.
2. Lighting, signing, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.
3. Safety projects such as grooving, glazed screen, safety barriers, energy attenuators, median barriers, etc.
4. Highway landscaping and landscaping modification, rest area projects and truck weigh stations within previously disturbed existing right-of-way.
5. Construction of bus shelters and bays within existing right-of-way.
6. Temporary replacement of a highway facility that is commenced immediately after the occurrence of a natural disaster or catastrophic failure to restore the highway for the health, welfare, and safety of the public.

**B. The Following Projects May Not Significantly Adversely Affect The Quality Of The Environment:**

For projects that will cause land disturbance and for which there is no anticipation that the project may significantly adversely affect the quality of the environment, certain studies will be undertaken. These studies would serve to document whether or not the County or municipality should anticipate that a project might significantly adversely affect the quality of the environment. Documentation of the studies will be accomplished through the use of the "GEPA Investigation Studies" checklist.

The types of projects that would fall under the category, would include:

1. Bridge replacement projects on new location or with a detour bridge, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
2. Passing lanes, median additions and widening projects, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
3. Safety and intersection improvements where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
4. Rest area projects and truck weigh stations with no purchase of additional right-of-way.
5. New location projects where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

If studies demonstrate that the project will not significantly adversely affect the quality of the environment, project files will be documented. If studies demonstrate that the project may significantly adversely affect the quality of the environment, development of an environmental effects report (EER) will be undertaken along with full GEPA compliance.

**C. The Following Projects May Significantly Adversely Affect The Quality Of The Environment:**

This category of projects may include major widening and new location projects. If such projects result in a significant adverse effect, an EER shall be prepared.

**D. EER Procedure:**

GEPA calls for consideration of the "cumulative effect of the proposed government actions on the environment....if a series of proposed government actions are related either geographically or as logical parts in a chain of contemplated actions." Therefore, EER's for sections of roadways to be widened or built as new location facilities will include all projects that are connected geographically or as logical parts in a chain of contemplated actions.

1. During preparation of an environmental effect report, the County or Municipality will consult with and solicit comments from agencies that have jurisdiction by law, special expertise, or other interest with respect to environmental impacts.
2. In compliance with GEPA the following shall be contained in the EER, at a minimum:
  - a. Cover sheet;
  - b. Executive summary;
  - c. Alternatives, including the no-build;
  - d. Relevant environmental setting; Geology, soils, water supply and wetlands, floral fauna, archaeology/history, economic environment, energy, cultural resources;
  - e. The environmental impact of the proposed action of the relevant setting and mitigation measures proposed to avoid or minimize adverse impact;
  - f. Unavoidable adverse environmental effects;
  - g. Value of short-term uses of the environment and maintenance and enhancement of its long-term value;
  - h. Beneficial aspects, both long term and short term and its economic advantages and disadvantages;
  - i. Comments of agencies which have jurisdiction by law, special expertise, or other interest with respect to any environmental impact or resource;

3. At least 45 days prior to making a decision as to whether to proceed with the undertaking, publish in the “legal organ of each County in which the proposed governmental action or any part thereof is to occur, notice that an environmental effects report has been prepared”.
4. The County or Municipality shall send a copy of the EER and all other comments to the Director, EPD.
5. The County or municipality shall make the document available to the public and agencies, upon request.
6. A public hearing will be held in each affected county if at least 100 residents of the State of Georgia request on within 30 days of publication in the legal organ of an affected County. The responsible official or his designee may hold a public hearing if less than 100 requests are received. (The county or municipality is not relieved of other State legal requirements of public hearings, however.)
7. Following the public notice period and/or public hearing, a summary of the document, comments received and recommendation as to whether to proceed with the action as originally prepared, to proceed with changes, or not to proceed will be prepared (Notice of Decision).
8. This decision document, when signed by the responsible official, will be sent to the director, EPD, and an abbreviated notice of the decision will be published in the legal organ of each County in which the proposed governmental action or any part thereof is to occur.

Any mitigation measures identified in the EER will be incorporated into the final project plans.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 108—Prosecution and Progress**

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*Retain Subsection 108.03 except as modified below:*

**For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 109—Measurement & Payment  
(City/County Contracts)**

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**Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:**

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input checked="" type="checkbox"/> Contracts	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Public Hearing
<b>20130409</b>	20130416				
Department:	Transportation	Date Submitted:	04/29/2013		
Working Session:	05/21/2013	Business Session:	05/21/2013	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
<p>BL033-13, Taxiway W pavement rehabilitation project, base bid and additive no. 1, to low bidder, C.W. Matthews Contracting Company, Inc., amount not to exceed \$879,772.92 and additive no. 2 to low bidder, Trinity Electrical Services, Inc., amount not to exceed \$452,779.00 for a total amount not to exceed \$1,332,551.92. 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 90% by a Federal Aviation Administration (FAA) Airport Improvement Grant, 5% by a Georgia Department of Transportation State Airport Improvement Grant, and 5% by the Airport Renewal and Extension Fund. District 4/Heard</p>					
Attachments	Summary sheet, justification letter, tabulation				
Authorization: Chairman's Signature?	Yes				
Staff Recommendation	Award				
Department Head	mkconroy (5/3/2013)				
Attorney	tacox (5/13/2013)				
Attorney's Comments					
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	No	Airport R & E Grants	*	\$1,265,924	ajbovos (5/9/2013)
	Yes	Airport R & E	**\$132,632	\$ 66,628	
Finance Comments	*Grant budget contingent upon approval of GCID 20130416 and will be established upon execution of grant agreement.** Current balance available in Taxiway W Strength Project.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	

**SUMMARY – BL033-13**  
**Taxiway ‘W’ Pavement Rehabilitation Project**

<b>PURPOSE:</b>	The base bid provides for the rehabilitation of taxiway ‘W’ south of runway 7-25 and all associated connector taxiways. The scope of work includes the asphalt patching of the taxiways, bituminous pavement overlay, & associated new pavement markings. Additive #1 covers the Northside Marking Plan. Additive #2 provides electrical work and lighting.
<b>LOCATION:</b>	Gwinnett County Airport District 4/Heard
<b>AMOUNT TO BE SPENT:</b>	\$1,332,551.92
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	25 Notices 11 Plan holders 124 Website viewings
<b>NUMBER OF RESPONSES:</b>	6
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 5
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	Base Bid & Additive Bid #1 (Taxiway ‘W’ Pavement Rehabilitation & Northside Marking Plan) to be completed in 29 consecutive calendar days. Additive Bid #2 (Rehabilitate Lighting): to be completed in 90 consecutive calendar days

COMMENTS:

**MEMORANDUM**

**TO:** Janice Bradshaw  
Purchasing Division

**FROM:** Martin K. Conroy, P.E., Director  
Department of Transportation

**SUBJECT:** Recommendation for BL033-13, Taxiway 'W' Pavement Rehabilitation Project

**DATE:** April 25, 2013

The Department of Transportation recommends award of the contract for the above referenced airport repair project to C.W. Matthews Contracting Co., Inc., for the base bid and add alternate number 1 (taxiway paving and painting of taxiway markings), and to Trinity Electrical Services, Inc., for add alternate number 2 (replacement of the taxiway lights with LED fixtures and relocating the airfield lighting vault) as these firms submitted the lowest bids at \$879,772.92 and \$452,779.00 respectively. Their bids represent 82.56% of the estimated cost for the paving and taxiway marking, and 67.14% of the estimated cost for the electrical work. This contract will be funded through a Federal Aviation Administration (FAA) Airport Improvement Grant (90%), a Georgia Department of Transportation State Airport Improvement Grant (5%), and the Airport Renewal and Extension Fund (5%). District 4/Heard.

Estimated amount to be spent for current contract \$1,332,551.92  
References Checked? Yes

1. Total obligations requested: \$1,332,551.92
2. Do total obligations agree with "Action Requested"? Yes X No \_\_\_\_\_
3. Budgeted: Yes X No \_\_\_\_\_
4. Contact Name: Matt Smith Contact Number: 770.822.5196

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	Type
2013	523			50807000	F-0704-02-3-03-1	\$66,627.60	Local Match
2013	523G			50807000	F-0704-02-3-03-2	\$66,627.60	GADOT Grant
2013	523G			50807000	F-0704-02-3-03-3	\$1,199,296.72	FAA Grant

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

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

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input checked="" type="checkbox"/> Grants <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
20130420			
Department:	Transportation	Date Submitted:	05/02/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	alreed	Public Hearing:	
Budget Type:	Capital	Multiple Depts?	
Agenda Type	Approval/authorization	Special Routing:	
Agenda Type	Approval/authorization	Rezoning Type	
Item of Business:		Locked by Purchasing	No
<p>for Chairman to execute an Agreement with the City of Suwanee for intersection improvements at McGinnis Ferry Road and Scales Road, M-0685-30, total project cost \$145,000.00. The City of Suwanee will provide funding to upgrade from standard signal poles to mast arms in the amount of \$20,000.00. Authorization for Chairman to execute any and all related documents, subject to approval by Law Department. This project is funded 86% by the 2009 SPLOST Program and 14% by City of Suwanee. District 1/Brooks</p>			
Attachments	Memorandum, Agreement		
Authorization: Chairman's Signature?	Yes		
Staff Recommendation	Approval		
Department Head	mkconroy (5/3/2013)		
Attorney	jbsavage (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested	Upon approval, increase revenue and appropriation in 2009 SPLOST in the amount of \$20,000.			
	Budgeted	Fund Name	Current Balance	Requested Allocation
	No	2009 SPLOST	*	\$20,000
				Director's Initials
				ajbovos (5/9/2013)
Finance Comments	* For FY2013, increase both revenue and appropriation in the 2009 SPLOST fund in the amount of \$20,000.			

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.7400 • (fax) 770.822.7430

**gwinnettcounty**

MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Martin K. Conroy, P.E., Director  
Department of Transportation

**SUBJECT:** **Agreement with City of Suwanee  
Traffic Signal Installation at the  
McGinnis Ferry Road and Scales Road Intersection, M-0685-30**

**DATE:** May 21, 2013

The Department of Transportation requests approval and authorization for the Chairman to execute an Agreement with the City of Suwanee. The agreement is regarding the installation of a traffic signal at the intersection of McGinnis Ferry Road at Scales Road, to include mast arms and pedestrian access facilities with a total project cost estimate of \$145,000.00. The City of Suwanee will provide funding to upgrade the signal poles to mast arms in the amount of \$20,000.00.

This project is funded 86% by the 2009 SPLOST Program and 14% by the City of Suwanee. The upgrade 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  
MCGINNIS FERRY ROAD AND SCALES ROAD INTERSECTION IMPROVEMENT  
GWINNETT COUNTY PROJECT NUMBER M-0685-30

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 the State of 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 and the City of Suwanee by providing a safe and efficient intersection improvement within the City in Gwinnett County; and

WHEREAS, both Parties to this Agreement have certain funds allocated for use in connection with the construction of a project to improve traffic at the intersection of McGinnis Ferry Road and Scales Road, M-0685-30 (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 the County and the City 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 description and limits are as follows:

The Project consists of the installation of a traffic signal at the intersection of McGinnis Ferry Road at Scales Road to include mast arms and pedestrian access facilities in the 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 mast arm traffic signal poles in lieu of standard strain poles.
4. The estimated total construction cost of the Project is \$145,000.00. The City will provide funding to the County in the amount of \$20,000.00 for the signal pole upgrade from standard strain poles to mast arms. This payment will be made within sixty 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 Agreement 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

CITY OF SUWANEE

By: \_\_\_\_\_  
Charlotte J. Nash

By: \_\_\_\_\_

Title: Chairman

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_ (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gwinnett County Staff Attorney

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
<b>20130396</b>			
Department:	Water Resources	Date Submitted:	04/25/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	Purchasing - Pat Elliott - SC	Public Hearing:	
Budget Type:	Operating	Multiple Depts?	No
Agenda Type	Award	Special Routing:	
Item of Business:	Award		Rezoning Type
Item of Business:		Locked by Purchasing	<input type="checkbox"/> No
<p>OS115, Robicon maintenance agreement for variable frequency drives (VFDs) on a multi-year contract, to Siemens Industry, Inc. The initial term of this contract shall be May 22, 2013 through December 31, 2013, base amount \$114,445.00. This contract shall terminate absolutely and without further obligation on the part of the County on December 31, 2013 and at the close of each succeeding calendar year for which it may be renewed. This contract may be automatically renewed on an annual basis for four additional twelve-month terms, for a total lifetime contract term of five years, total base amount \$737,392.00, upon the same terms and conditions as provided for in this agreement, unless previously terminated. (negotiated cost savings of \$124,868.00). This contract is funded by the Water and Sewer Operating Fund.</p>			
Attachments	Summary sheet, justification letter, justification support		
Authorization: Chairman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
Department Head	arseibenhener (5/3/2013)		
Attorney	fsfields (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	Yes	Water & Sewer Oper.	*\$339,149	\$114,445	ajbovos (5/9/2013)
Finance Comments	* The current balance in R&M Water Treatment is checked as items are purchased and services provided. The requested allocation is a county-wide estimate based on the recommended base bid.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	

## SUMMARY – OS115

### Robicon Maintenance Agreement for Variable Frequency Drives on a Multi-Year Contract

<b>PURPOSE:</b>	Maintenance agreement is to provide preventive maintenance, emergency repair service, and reduced cost of parts and repairs of variable frequency drives located on the Robicon pumps and motors that control pressure and flow conditions. Maintenance of this equipment is crucial in preventing disruption of water service to customers.
<b>LOCATION:</b>	Shoal Creek Filter Plant Lanier Filter Plant Grayson Pump Station
<b>AMOUNT TO BE SPENT:</b>	\$114,445.00 First Term \$737,392.00 5-year Contract Total
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$598,961.00 (Three years)
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$517,355.00 (Three years)
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	14 % Decrease*
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	First term, May 22, 2013 through December 31, 2013 Total 5 Year Contract Term, May 22, 2013 through December 31, 2017

COMMENTS: Maintenance will be performed on a semi-annual with the first 2013 maintenance to occur after BOC approval.

\*A cost savings of approximately \$124,868.00 was achieved without a reduction in the scope of services by converting this contract from a three year maintenance agreement to a five year agreement.

**Department of Water Resources**



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 678.376.6700  
 www.gwinnettcounty.com

**MEMORANDUM**

**TO:** Susan Clarke, Purchasing Associate III  
 Purchasing Division

**THRU:** Ron Seibenhener, Director  
 Water Resources

**FROM:** Alan Berg, Division Director - Water Production  
 Water Resources

**SUBJECT:** OS115, Robicon Maintenance Agreement for Variable Frequency Drives on a Multi-Year Contract

**DATE:** February 25, 2013

The Department of Water Resources recommends award of the above contract to Siemens Industry, Inc. The initial term of this contract shall be January 1, 2013 through December 31, 2013, base amount \$114,445.00. This contract shall terminate absolutely and without further obligation on the part of the County on December 31, 2013 and at the close of each succeeding calendar year for which it may be renewed. This contract may be automatically renewed on an annual basis for four additional twelve-month terms, for a total lifetime contract term of five years, total base amount \$737,392.00, upon the same terms and conditions as provided for in this agreement, unless previously terminated. This contract is funded by the Water and Sewer Operating Fund.

References Checked? N/A

Amount spent previous contract: \$517,355.00 (08/01/2009 – 12/31/2012)

Estimated amount to for current contract: \$114,445.00 (5/22/2013 – 12/31/2013)

1. Total obligations requested: \$114,445.00
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:
6. Transfer Required: No

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	Amount	% of Award Amount
2013	501		19040004	50404241	\$51,500.25	45%
2013	501		19040005	50404241	\$40,055.75	35%
2013	501		19040006	50404241	\$22,889.00	20%

**gwinnettcounty**

Sole Source Approval Form

Requesting Department: Water Resources

Purchasing Associate: Susan Clarke *SC* *JP*

Description of proposed procurement: Parts, service, and Preventative Maintenance Agreement for 26 Variable Frequency Drives (VFDs) used in conjunction with High Service Pumps/ Motors throughout the Water Production Facilities (Lanier and Shoal Creek Filter Plants and Grayson Pump Station). This request is for renewal of last year's approved Sole Source for the same services.

Reason for sole source request: Preventative Maintenance, emergency repair service, and reduced cost for repair parts by the manufacturer on critical VFD equipment valued at \$5.5 million. These VFD products have patent design protection. Siemens is the exclusive source for the products and services for this equipment. (see attached letter)

Sole Source Provider: Siemens Industry, Inc. (Siemens Energy & Automation)

Additional cost/savings: The Preventative Maintenance Agreement with Siemens Industry, Inc. covers: ten (10) Gen3 VFDs, four (4) Gen1 VFDs, three (3) Gen2 VFDs, and nine (9) 457PWM VFDs manufactured by Siemens. The PM agreement and repair services/parts related thereto are only available through Siemens Industry, Inc. (formerly Siemens Energy & Automation, Inc.). Obtaining a 5 year maintenance agreement has a cost savings of approximately 15% per year.

Benefits to the County: Timely and reliable service on critical pumping equipment which could disrupt water service to customers.

Anticipated annual expenditure: \$195,000.00 (Combined PM and repairs)

Requested validity period: Five (5) years to mirror validity period of Multi-Year Preventative Maintenance Agreement through 12/31/2017.

*Alan Bey*  
Prepared By

02.14.13  
Date

*Alan Bey*  
Department Director

2-22-13  
Date

*RP*  
2/10/13

*Reelyn Garrett*  
Purchasing Director

3-20-13  
Date

*Maria Woods*  
Financial Services Director

3-25-2013  
Date

*CP/M* 3/26/2013

*[Signature]*  
County Administrator

3/28/2013  
Date

12/31/2017  
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 4/16/2013 agenda for approval by the Board of Commissioners.  
Anticipated Agenda Date

Cc: Phyllis Mitchell, DWR, 678-376-6955  
Richard Platto, DWR, 678-376-6879



February 13, 2013

Mr. Alan Berg  
Gwinnett County Department of Water Resources  
2601 Buford Dam Road  
Buford, GA 30518-2040  
Email: alan.berg@gwinnettcountry.com

**Subject: Single Source Letter for Siemens Robicon Perfect Harmony Drives related to Preventive Maintenance and Repair Parts - Quote # Q000027594-Gwinnett County 5 year PMA**

Dear Mr. Alan Berg,

Siemens Industry Inc Large Drive Applications Medium Voltage (LD AM) is the Single source provider of warranted service for the Robicon Perfect Harmony product line. Siemens Industry Inc LD AM is the Single source for equipment services that ensure conformity for the application equipment. Commercial and proprietary designed components and software for your equipment are supplied exclusively by Siemens Industry Inc LD AM with a warranty for operation and suitability.

Each Siemens component is tested and certified as having met our standard for quality along with compatibility with equipment even as improvements and replacements designs are released by our suppliers. Other suppliers may claim component compatibility; however, only Siemens LD AM warrants our Siemens Robicon Perfect Harmony Drive parts for equipment compatibility.

In addition to replacement equipment compatibility, Siemens offers 24 hour / 7 day a week service and support for component requirements.

If you have any questions, feel free to contact me at your convenience.

Best Regards,

*Wendy Urick*

Wendy Urick  
Service Sales Support

Siemens Customer Service  
Lifecycle Services  
500 Hunt Valley Road  
New Kensington, PA 15068  
Tel: +1 (724) 339-9581  
Fax: +1 (724) 339-9507  
Email: wendy.urick@siemens.com

**Siemens Industry Inc LD AM**

500 Hunt Valley Drive  
Pittsburgh, PA 15068

Tel: (724) 339-9500  
Fax: (724) 339-9502

# SIEMENS

February 6, 2013

Alan Berg  
Gwinnett County Water Resource  
684 Winder Highway  
Lawrenceville, GA 30045

Tel: 678-376-6804  
EMail: Alan.berg@gwinnettcountry.com

**Subject: Quote # Q000027594 REV1 - Gwinnett County 5 Year PMA**

Dear Alan Berg,

On behalf of Siemens Customer Service group, I would like to thank you for providing us the opportunity to submit this quotation to Gwinnett County Water Resource.

The following pages detail the prices, components and configurations for the service(s) outlined below:

- Fixed Price (Pre-Paid) Preventive Maintenance Services on ten (10) Gen3 VFDs, four (4) Gen1 VFDs, three (3) Gen2 VFDs and nine (9) 457PWM VFDs at Grayson Booster Station, Lanier Filter Station and Shoal Creek Water Plant.

All services are performed by factory trained and certified Field Service Representatives and our service network can be accessed at any time by calling 1-800-333-7421.

In addition to the products referenced above, we offer a complete line of services to maximize the availability of your equipment including:

- Training programs to allow you to operate and maintain your equipment at peak performance
- Refurbishment programs to replace aging materials and obsolete components
- Upgrade programs to enhance your legacy equipment with state-of-the-art features

*New: Visit our website at <http://www.usa.siemens.com/sitrain> to learn about our Perfect Harmony Training online enrollment or browse the catalog without logging in at [www.sitrain.net](http://www.sitrain.net)*

Should you have any questions regarding this proposal or would like additional information on our services, please feel free to contact me at 724-339-9581, your local Siemens representative, Candler Broom, Austin Brown at 404-370-7500, or your Siemens Regional Service Sales Manager, Ron Squires, at 803-649-9355.

Thank you for considering Siemens for your service needs, and we look forward to working with you in the near future.

Sincerely,

*Wendy Urick*

Wendy Urick  
Siemens Industry, Inc.

CC: Phyllis Mitchell, Gwinnett County  
Candler Broom, Austin Brown  
Ron Squires, Siemens Industry Inc.  
Tom Eitenmiller, Siemens Industry Inc.  
Dave Ormesher, Siemens Industry Inc.

**Siemens Industry, Inc.**

500 Hunt Valley Drive  
New Kensington, PA 15068

Tel: (724) 339-9500  
Fax: (724) 339-9562

Quotation # Q000027594 REV1  
February 6, 2013

**OS115 Robicon Maintenance Agreement for Variable Frequency Drives (VFDs) on a Multi-Year Contract**  
**Department of Water Resources**

Item #	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Multi-Year Total
1	Preventative Maintenance for 9 Low Voltage VFDs	\$14,866.00	\$15,609.00	\$16,389.00	\$17,208.00	\$18,068.00	\$82,140.00
2	Preventative Maintenance for 17 Medium Voltage VFDs Maintenance	\$99,579.00	\$118,340.00	\$138,726.00	\$145,662.00	\$152,945.00	\$655,252.00
	<b>TOTAL</b>	\$114,445.00	\$133,949.00	\$155,115.00	\$162,870.00	\$171,013.00	\$737,392.00

Recommended Vendor:  
 Siemens Industry Inc.  
 500 Hunt Valley Drive  
 New Kensington, PA 15068  
 Tel (724) 339-9500  
 Fax (724) 339-9562

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
20130402			
Department:	Water Resources	Date Submitted:	04/26/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	Purchasing - Pat Elliott - SC	Public Hearing:	
Budget Type:	Capital	Multiple Depts?	No
Agenda Type	Award	Special Routing:	
Item of Business:	Award		Rezoning Type
Item of Business:		Locked by Purchasing	<input type="checkbox"/> No
BL010-13, electrical safety modifications for sixty (60) wastewater pump stations-construction package 3 (CP3), to the low bidder, Crowder Construction Company, amount not to exceed \$542,929.00. 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 Water & Sewer Renewal & Extension Fund.			
Attachments	Summary sheet, justification letter, tabulation		
Authorization: Chairman's Signature?	Yes		
Staff Recommendation	Award		
Department Head	arseibenhener (5/6/2013)		
Attorney	fsfields (5/13/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes		W&S R&E	*\$3,389,507	\$ 542,929	ajbovos (5/9/2013)
Finance Comments	* Amount available in Pump Station Rehab project. For FY2013 \$450,000 is allocated and for FY2014 \$92,929 is subject to budget approval.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	

**SUMMARY – BL010-13**  
**Electrical Safety Modifications for Sixty (60) Wastewater Pump Stations- CP3**

<b>PURPOSE:</b>	This project will modify the remaining sixty (60) pump station sites and will complete all work highlighted as needed from the original assessment at the wastewater pump station facilities.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$542,929.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	7 170 Website viewings
<b>NUMBER OF RESPONSES:</b>	6
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO)</b> <b>IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 8
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	300 Consecutive calendar days

COMMENTS:

## Department of Water Resources

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**TO:** Susan Clarke, CPPB, Purchasing Associate III  
Purchasing Division

**THROUGH:** Richard Schoeck, Division Director Engineering & Construction, DWR  
Tyler Richards, Deputy Director of Engineering & Technical Services, DWR  
Ron Seibenhener, Director, DWR

**FROM:** Jesse Vance, Engineer II, Department of Water Resources

**SUBJECT:** Recommendation for BL010-13  
Electrical Safety Modifications for Sixty (60) Wastewater Pump Stations – CP-3  
DWR Project No: M0745-25  
Commission District: ALL

**DATE:** March 26, 2013

### **REQUESTED ACTION**

The Department of Water Resources (DWR) recommends the award of the above referenced procurement to Crowder Construction Company in the amount of \$542,929.00 at the next scheduled Water & Sewerage Authority and Board of Commissioners meetings.

### **DESCRIPTION**

In 2011, DWR initiated life safety assessments of all facilities in respect to recent modifications to key Electrical Code, emphasizing arc flash hazards and equipment/worker protection coordination. In response to these changes in Code, DWR implemented programmatic assessments of all major electrical equipment and gear to evaluate recommended changes to address these modifications. Modifications were prioritized and the highest critical wastewater pump stations were addressed under IWQ 1-351811 (CP-1) in mid 2012. BL092-12 (CP-2) addressed the next highest critical wastewater pumps; twenty (20) locations.

This project will modify sixty (60) more pump station sites and will complete all work highlighted as needed in the original assessment at our wastewater pump station facilities.

## EVALUATION

Packages were distributed to seven (7) contractors, with six (6) of those contractors submitting bids. Bids were as follows:

<b>Bidder</b>	<b>Submitted Bids</b>
Crowder Construction Company	\$542,929.00
Excel Electrical Technologies, Inc.	\$583,249.51
Data Power Source	\$587,664.00
Cleveland Electrical Company	\$750,790.00
Womack Electrical Company, Inc.	\$803,702.00
Caldwell Electric Contractor	\$1,319,075.00

## FINANCIAL

Project M-0745 is the approved budget line item for the Pump Station Program and is fully funded through the Department of Water Resources (DWR) Renewal and Extension (R&E) Fund 504. Project M-0745-25-3-03 is the sub-project budget line for this project. Total budget allocations of \$542,929.00 are currently in the approved 2013 budget.

1. Total obligations requested \$542,929.00
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	G/L	WBS Element	Amount
2013	504	211000	50807000	M-0745-25-3-03	\$450,000.00
2014	504	211000	50807000	M-0745-25-3-03	\$92,929.00
Transfer Required:		No	Yes		If Yes, transfer from:
		X			
Fiscal Year (FY)	Fund	Fund Center	G/L	WBS Element	Amount

cc: Richard Platto, Financial Manager, DWR  
 Jeff Boss, Director of Distribution/Collection/Field Operations, DWR  
 Ann Porter, Purchasing Supervisor, Purchasing  
 File

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130399	20120489			
Department:	Water Resources	Date Submitted:	04/26/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	Public Hearing:
Submitted By:	Purchasing - Pat Elliott - SC		Multiple Depts?	No
Budget Type:	Capital	Special Routing:		
Agenda Type	Approval	Rezoning Type		
Item of Business:		Locked by Purchasing		No
to renew BL029-12, provision of locating, inspecting, maintenance, etc. of valves on an annual contract (June 20, 2013 through June 19, 2014), to low responsive bidder, Wachs Valve and Hydrant Services, LLC, base amount \$1,516,594.00. This contract is funded by the Water & Sewer Renewal & Extension Fund.				
Attachments	Summary sheet, justification letter			
Authorization: Chairman's Signature?	No			
Staff Recommendation	Approval			
Department Head	arseibenhener (5/6/2013)			
Attorney	fsfields (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only <input checked="" type="checkbox"/> As To Form <input type="checkbox"/> Hold for Pickup? <input type="checkbox"/>				

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*\$10,483,056	\$1,516,594	ajbovos (5/9/2013)
Finance Comments: * The funding is available in the Distribution System Rehab project.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

**SUMMARY – BL029-12****Provision of Locating, Inspecting, Maintenance, Etc. of Valves on an Annual Contract**

<b>PURPOSE:</b>	This is an on demand annual contract for the location and adjustment of water valve boxes, exercising of valves, attainment of GPS coordinates, and adjustment to grade and repair/rehabilitation of water mains or sanitary sewer mains.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$1,516,594.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$2,991,500.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$1,474,906.00 (nine months)
<b>INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	0 %
<b>NUMBER OF BIDS/PROPOSALS MAILED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER</b>	This is renewal option one (1) of one (1).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>PROPOSED CONTRACT TERM:</b>	June 20, 2013 through June 19, 2014

COMMENTS: This is a on demand contract; usage is dependent on the need of the County.

The Department is working on setting up a program where County staff will be able to maintain and service these valves on a scheduled rotation once this contract has been exhausted.

Wachs Valve and Hydrant Services, LLC Principals:

Cliff Wilson  
3460 Shakespear Lane  
Naperville, IL 60564

Edward Wachs  
1800 Shores Acres Rd.  
Lake Bluff, IL 60044

Charles Wachs  
3376 Old Mchenry Rd.  
Long Grove, IL 60047

Department of Water Resources



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MEMORANDUM

TO: Susan Clarke, CPPB, Purchasing Associate III  
Purchasing Division

THRU: 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 BL029-12; Provision of Locating, Inspecting,  
Maintenance, Etc. of Valves on an Annual Contract.

DATE: May 1, 2013

The Department of Water Resources recommends renewal of the above referenced Procurement for Provision of Locating, Inspecting, Maintenance, Etc. of Valves on an Annual Contract (June 20, 2013 through June 19, 2014) to Wachs Valve & Hydrant Services. This is the only option to renew and the vendor has agreed to hold pricing.

Amount spent previous contract \$1,474,906.00 (nine months).  
Estimated amount to be spent for current contract \$1,516,594.00

1. Total obligations requested: \$1,516,594.00
2. Do total obligations agree with "Action Requested"? Yes  No \_\_\_\_\_
3. Budgeted: Yes  No \_\_\_\_\_
4. Contact name: Richard Platto Contact phone: (678)376-6879
5. Proposed Funding:

gwinnettcounty

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2013	504	211000		50807000	M-0735-40-3-03	\$1,516,594.00

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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130403				
Department:	Water Resources	Date Submitted:	04/26/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	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
<p>for the Chairman to execute an Excess Facilities Charge Agreement with Georgia Power Company associated with Substation Improvements for work associated with the Water Production Facilities Standby Generator project in the amount of \$1,103,763.78, subject to approval by the Law Department. This project is funded by the Water and Sewer Renewal and Extension Fund. District 4/Heard</p>				
Attachments	Justification memo, Agreement, Map			
Authorization: Chairman's Signature?	Yes			
Staff Recommendation	Approval			
Department Head	arseibenhener (4/29/2013)			
Attorney	mvstephens (5/13/2013)			
Attorney's Comments				
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>	Hold for Pickup?
			<input type="checkbox"/>	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested					
	Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	Yes	Water & Sewer R&E	\$1,315,307	\$1,103,763	ajbovos (5/6/2013)
Finance Comments	* Amount available in Water Production Emergency Generator.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>
Action	New Item <input type="text"/>
Tabled	<input type="text"/>
Motion	<input type="text"/>
2nd by	<input type="text"/>
Vote	

**Department of Water Resources**



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**TO:** Ron Seibenhener, Director, Department of Water Resources

**THROUGH:** Richard Schoeck, P.E., Division Director of Engineering & Construction, DWR  
Peter Frank, Deputy Director, Business Services, DWR

**FROM:** Hussein Khorramzadeh, P.E., Engineer IV, Department of Water Resources

**SUBJECT:** Georgia Power Company - Excess Facilities Charge Agreement  
E0050-01 Water Production Facilities Standby Generator Project  
Commission District: 4/John Heard

**DATE:** April 11, 2013

**REQUESTED ACTION**

The Department of Water Resources (DWR) requests the Board of Commissioners and the Water and Sewerage Authority at their next scheduled meetings approve and execute the Excess Facilities Charge Agreement with Georgia Power Company in the amount of \$1,103,763.78.

**DESCRIPTION**

In early 2012 Gwinnett County awarded a Design-Build contract to Cleveland Electric Company for the installation of stand-by power for the operation of either water production facility at peak water production of 75 million gallons per day (MGD). Georgia Power Company has previously provided substation improvements to accommodate customer/owner generator installation at our Lake Lanier Water Treatment Plant. The execution of this Agreement will allow capital improvements to be done at the Georgia Power sub-station that serves the Shoal Creek Water Treatment Plant which will accommodate stand-by power operation.

Georgia Power is the sole provider of electrical power to the DWR water treatment facilities. Georgia Power provided a total cost option in the amount of \$1,103,763.78. This cost will cover all upfront capital costs (\$650,626.25) and on-going maintenance costs over the life of the installation. DWR evaluated the cost benefit to paying the one-time fee of \$453,137.52 for all operation and maintenance (O&M) costs associated with the new equipment in lieu of an option offered for a monthly maintenance fee in perpetuity, included in our monthly electric bill. It was determined that it was in the best interest of DWR to pay the one-time fee.

April 11, 2013

E0050-01 Water Production Facilities Standby Generator Project

Georgia Power Company - Excess Facilities Charge Agreement

Page 2

**FINANCIAL**

Project E-0050 is the approved budget line item for Water Production Facility Standby Generators Project. E-0050 is funded through the Water & Sewer Renewal and Extension (R&E) Fund 504. Project E-0050-01 is the approved project budget line for this project. With modification to the proposed Excess Facilities Charge Agreement with Georgia Power Company payment approach, DWR is requesting a transfer from R&E Contingency to cover the one-time fee of \$453,137.52 for all operation and maintenance (O&M) costs associated with the new equipment.

- 1. Total obligations requested \$1,103,763.78
- 2. Do total obligations agree with "Action Requested"? Yes X No
- 3. Budgeted: Yes   X   No
- 4. Contact name: Richard Platto (DWR) *RP* 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	E0050-01-3-03	\$1,103,763.78

Transfer Required: Yes      No X If Yes, transfer from:

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

Attachments: Cost Sheet  
BOC Agenda Request

Cc: Richard Platto, Financial Supervisor, DWR  
Alan Berg, Director of Water Production, DWR  
Ann Porter, Purchasing Supervisor, DoFS  
File



Client Manager: Greg Rushing  
Account Number: 18784-57009  
Premise Address: 1755 Buford Dam Road  
Buford, GA 30518

## EXCESS FACILITIES CHARGE AGREEMENT STANDARD OFFER

This Excess Facilities Charge Standard Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, (the "Effective Date") between Georgia Power Company ("Company") and Gwinnett County. ("Customer").

The Customer has requested that the Company install the excess facilities described below (the "Excess Facilities") on the Customer's premises described below (the Premises). The Excess Facilities shall augment the Company's standard system on the Premises. Subject to the terms and conditions contained herein, the Company agrees to install its Excess Facilities on the Premises.

### Description of Excess Facilities:

Addition of breakers and other alterations necessary at the Shoal Creek substation to accommodate customer-owned generation installation.

### Location of Premises:

1755 Buford Dam Road, Buford, GA

1. To compensate the Company for the cost of installing its capital Excess Facilities on the Premises, the Customer shall pay Excess Facilities Installation Charges to the Company in the amount of:

(i) a one time Excess Facilities Installation Charge of \$ 650,626.25

(ii) monthly installments each in the amount of \$ \_\_\_\_\_, for a fixed period of \_\_\_\_\_ months

All such payments shall include additional amounts as may be necessary to pay any applicable taxes. As security for the monthly installments of the Excess Facilities Charge, the Customer shall deliver to the Company a security deposit of \$ 0 (not to exceed the sum of three monthly installments).

2. To compensate the Company for the allocated cost of operating and maintaining its Excess Facilities at the Premises, the Customer shall pay Excess Facilities Ongoing Charges to the Company in the amount of:

(i) a one time prepaid Excess Facilities Charge of \$ 453,137.52

(ii) monthly installments, each in the amount of \$ \_\_\_\_\_, for an initial period of twelve (12) months

All such payments shall include additional amounts as may be necessary to pay any applicable taxes. If all or any portion of the Excess Facilities Ongoing Charge is to be paid monthly, the Customer's obligations to make such payments shall automatically renew from year to year for successive twelve (12) month periods, until thirty (30) days after written notice from either party hereto of its intent to terminate this Agreement. As security for the monthly installments of the Excess Facilities Ongoing Charge, the Customer shall deliver to the Company a security deposit of \$ \_\_\_\_\_ (not to exceed the sum of three monthly installments).

### 3. Additional Terms and Provisions.

The Customer shall provide access to the Company at reasonable times to allow the Company to perform such work and to remove the Excess Facilities upon termination of this Agreement.

The Customer shall not increase load (e.g., building or equipment additions) without first notifying the Company. If the Customer's planned load increase would require extensions or modifications of the Excess Facilities, the Company shall prepare a plan and estimate of the costs of such extensions or modifications. Implementation of such extensions or modifications may require modification of this Agreement.

The Customer shall not tamper with, move, or adjust any part of the Excess Facilities or allow anyone else on the Premises, other than authorized Company representatives, to do the same without prior Company approval. The Customer shall be responsible for the acts of those persons on the Premises who are not authorized Company personnel, agents or subcontractors. The Customer shall not place any future buildings or hazardous obstructions within twenty-five (25) feet of the Company's substations or lines without prior written approval of the Company.

The Company shall not be liable for consequential damages resulting from outages of electric current, including but not limited to damages to equipment or loss of product or profits. The Customer accepts the risk that there may be periodic interruptions of electric service, which interruptions shall not constitute a breach of this Agreement by the Company or give rise to any claim or set-off by the Customer against the Company.

The Customer's obligation to pay all of the payments due hereunder is absolute and unconditional, and the Customer shall not be entitled to, and hereby waives the right to claim, any abatement, reduction, set-off, counterclaim, defense, interruption, deferment, recoupment or deduction with respect to any payments due hereunder, unless an unreasonable interruption occurs as a result of the company's negligence or willful misconduct. Receivables covered under this agreement unpaid after 21 days after the bill date are subject to a late payment charge.

The Customer is in default of this agreement if the Premises are or become the subject of a foreclosure proceeding, or if the Customer (a) fails to pay within 30 days from the due date of its monthly bill; (b) fails to perform in accordance with any provision of this Agreement; (c) is or becomes insolvent or unable to pay its obligations as they become due; or (d) is or becomes the subject of a petition in a bankruptcy or a petition for a receivership. Also, upon default, the Company may exercise any one or more of its available remedies at law or equity, including, without limitation, (i) installing meters in multiple locations between Company owned and Customer owned electric equipment; (ii) changing the service rate to one that will compensate the Company for all amounts owing under this Agreement; and (iii) removing the Excess Facilities. Partial exercise or non - exercise of any of the Company's rights or remedies shall not constitute a waiver of any other right or remedy unless such waiver is expressed in writing.

This Agreement is not a sale or transfer of any interest in the Excess Facilities. The Company is and shall remain the sole owner of the Excess Facilities, and shall replace or cause the Excess Facilities to be replaced at no additional cost to the customer if the Excess Facilities are defective or do not perform to the specifications provided. The Customer shall not have any interest or rights in the Excess Facilities.

This Agreement will be in force on the Effective Date of this Agreement or at the time the Excess Facilities become functional, whichever occurs first, and shall continue until all amounts owing to the Company hereunder have been paid in full. This Agreement may be modified only in writing signed by the parties hereto, and may not be modified by an oral agreement. The Customer agrees to provide such additional information of documentation as the Company requests in connection with this Agreement including further evidence of its authority to enter into this agreement.

This Agreement shall be binding upon the successors and assigns of the parties hereto. The Customer may not assign its rights and obligations hereunder without the Company's prior written consent which shall not be unreasonably withheld. The Company may assign its rights and obligations hereunder, or any portion thereof, to any other person or entity without the consent of the Customer.

**CUSTOMER: Gwinnett County**

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_  
Charlotte J. Nash

By: \_\_\_\_\_

Title: Chairman

Title: \_\_\_\_\_

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing		
20130406				
Department:	Water Resources	Date Submitted:	04/26/2013	
Working Session:	05/21/2013	Business Session:	05/21/2013	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	
<p>for the Chairman to execute change order no. 1 to the contract with Cleveland Electric Company for work associated with the Water Production Facilities Standby Generator project, reducing the amount by \$1,166,758.00 and a time extension to the contract of 120 calendar days. The contract amount is adjusted from \$16,897,135.00 to \$15,730,377.00 subject to approval by the Law Department. District 4/Heard</p>				
Attachments	Justification Memo, Change Order, Map			
Authorization: Chairman's Signature?	Yes			
Staff Recommendation	Approval			
Department Head	arseibenhener (4/29/2013)			
Attorney	fsfields (5/9/2013)			
Attorney's Comments				
Agenda Purpose Only <input checked="" type="checkbox"/> As To Form <input type="checkbox"/> Hold for Pickup? <input type="checkbox"/>				

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	* \$16,897,135	- \$1,166,758	ajbovos (5/6/2013)
Finance Comments: * Current contract amount. Requested allocation is the net decrease of the annual contract per Change Order No. 1.				

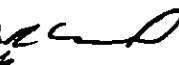

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	Vote
Action	
Tabled	
Motion	
2nd by	

# 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: Hussein Khorramzadeh, P.E., Engineer IV, DWR

SUBJECT: Change Order No. 1  
RP022-11 Water Production Facilities – Standby Generators  
DWR Project No. E0050-01  
Commission District: 4/John Heard

DATE: April 11, 2013

### **PREVIOUS CHANGE ORDER SUMMARY:**

None

### **REQUESTED ACTION:**

The Department of Water Resources (DWR) requests the Board of Commissioners (BOC) and the Water & Sewerage Authority (W&SA) at their next scheduled meetings approve Change Order No. 1 to the Water Production Facilities Standby Generator project (RP022-11) in the amount of (\$1,166,758.00) and a time extension to the contract of 120 calendar days. The contract amount is adjusted from \$16,897,135.00 to \$15,730,377.00.

### **EXPLANATION OF CURRENT STATUS OF CHANGE ORDER:**

This change accepts a Value Engineering option to delete a bi-fuel option considered in the original design scope. The credit is associated with not installing the natural gas system as a backup. The time extension is associated with work to be performed by Georgia Power at their sub-station that services the Shoal Creek water treatment plant.

### **DESCRIPTION:**

In early 2012 the BOC & W&SA approved award of a design-build contract to Cleveland Electric Company for the installation of stand-by power to provide for the operation of either water production facility at a peak water production capacity of 75 million gallons per day (MGD). In recent years, water service disruption due to prolonged power outages has become more prevalent in some parts of the nation. Additional power outages in the future have the potential to become recurrent as economics and efficiencies begin to press in on all utility services. The potential causes of such outage may include but are not limited to: severe weather events, power grid failure, and terrorist activity. In order to

# **C** Change Justification

prevent an impact to public health and welfare that can be caused by contracted outages, the need to ensure that water treatment infrastructure will operate during power outages is one area that Gwinnett County Department of Water Resources (DWR) noted the need for and this project addresses that need.

## **NEED/BENEFIT:**

In the original scope of work, the installation of the Standby Generator system included the option of a bi-fuel system. This was considered so that DWR could evaluate the return on investment versus the risk of having a diesel storage tank fuel system backed up by a natural gas system in the instance that power outages were required for extended time periods. Once all key components were engineered and criteria were evaluated in a comprehensive benefit analysis, it was determined that a bi-fuel system was not necessary. The deletion of the natural gas system also eliminated coordination with the City of Buford, including future gas bills and capital costs to extend their system to serve this installation.

Georgia Power requires improvements at their sub-station which serves the Shoal Creek water treatment plant, in order to tie in the new standby generators being installed under this project. Designs were completed in late 2011 and submitted to Georgia Power for pricing and timing to complete the needed work. Georgia Power did not get the finalized Utility Agreement to DWR until this month. Along with this agreement is a time impact to the overall schedule. This Change Order reflects impact of the additional 4 months reflected in Georgia Power's Utility Agreement package submittal under a separate BOC agenda item.

## **NEGOTIATED COST SAVINGS:**

Capital cost savings were offered through the Value Engineering submittal. The City of Buford required an extension of their existing natural gas system in order to serve this facility. The supplemental costs for this extension would be have a charge to the project and are also considered a savings for the removal of the bi-fuel option.

## **RECOMMENDATION:**

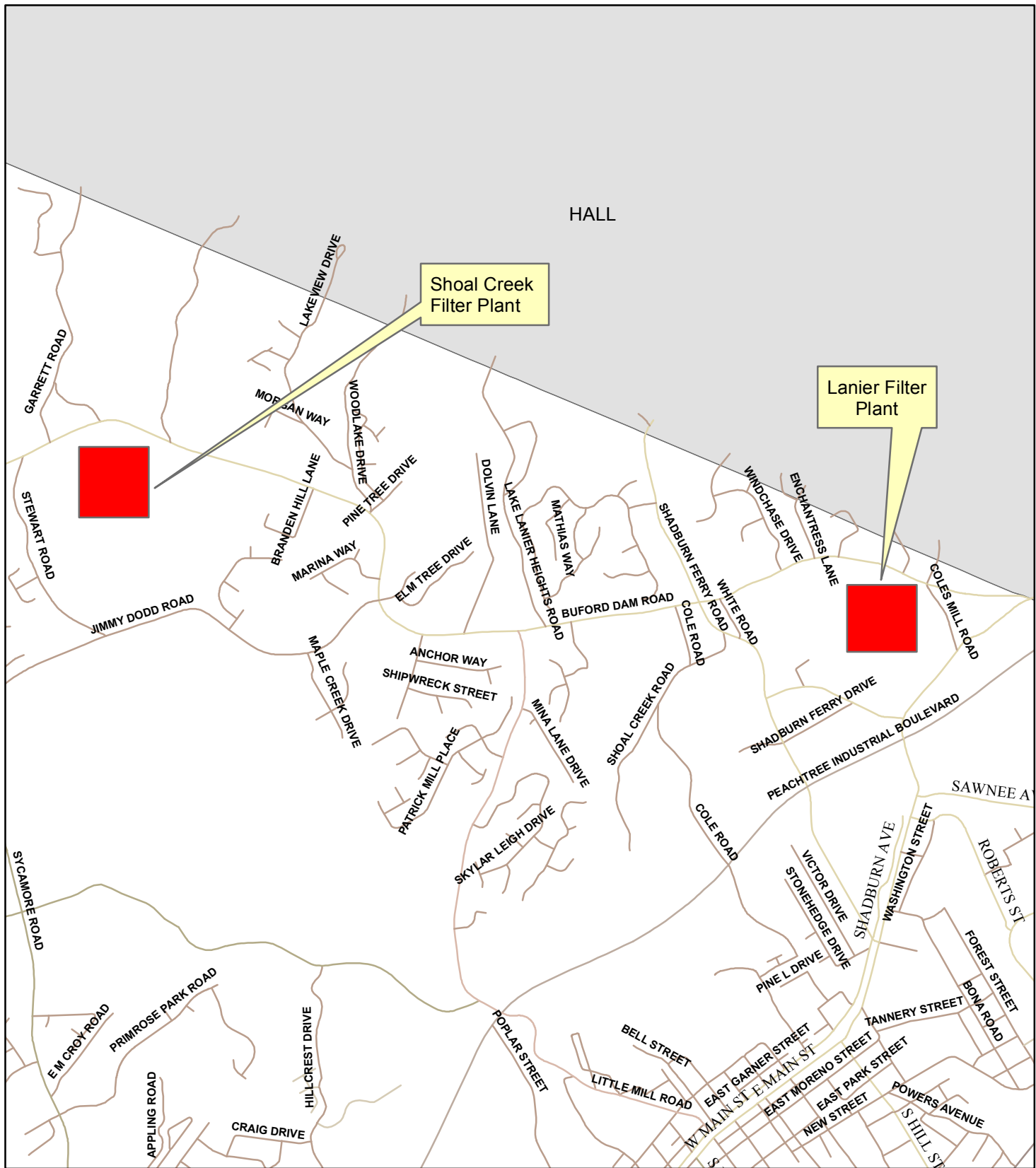
Recommend the Board of Commissioners (BOC) and the Water & Sewerage Authority (W&SA) at their next scheduled meetings approve Change Order No. 1 to the Water Production Facilities Standby Generator project (RP022-11) in the amount of (\$1,166,758.00) and a time extension to the contract of 120 calendar days. The contract amount will be adjusted from \$16,897,135.00 to \$15,730,377.00.

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 RFP-012	(\$1,166,758.00)	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	\$	Item	\$	Item	\$	Item	\$
Item	\$	Item	\$	Item	\$	Item	\$	Item	\$
Item	\$	Item	\$	Item	\$	Item	\$	Item	\$
\$		\$		\$		(\$1,166,758.00)		\$	
<b>Total Dollar Amount Effect of the Change Order</b>						<b>(\$1,166,758.00)</b>			

New Requirement	
Item #	Description
Unforeseen Condition	
Item #	Description
Professional Errors & Omissions	
Item #	Description
County Request	
Item #	Description
RFP-012	Deletion of bi-fuel system option; credit for not installing natural gas system
Project Close-out and/or Progress Adjustments	
Item #	Description



**Project Name: Water Production Facilities  
Standby Generator**

**Project Number: E0050-01**

**Commission District: 4 / John Heard**



**Gwinnett County  
Department of Water Resources  
Operations & Infrastructure Support Division  
Data Management Section**



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 MERCHANTABILITY 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.

## CONTRACT CHANGE ORDER #1

Project Name: Water Production Facilities – Standby Generators at Lanier Filter Plant and Shoal Creek Filter Plant

Bid #: RP022-11

Project #: E0050-01

Change Order #: 1

Previous Contract Amount:	\$16,897,135.00
Amount of Change Order:	(\$1,166,758.00)
Revised Contract Amount:	\$15,730,377.00
Original Contract Time:	600
Contract Extension per CO #1:	120
Revised Contract Time:	720

---

### 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. E0050-01 RFP-012	Deletion of bi-fuel systems option; credit for not installing the natural gas system.	(\$1,166,758.00)

**SUMMARY TOTAL FOR CHANGE ORDER #1**

**(\$1,166,758.00)**

**MODIFICATIONS TO CONTRACT TIME**

*(Remove page if no time change)*

1. Reference: The Contractor requested additional time to accommodate the delays associated with Georgia Power Shoal Creek sub-station equipment delivery and installation schedule. + 120 days  
GCDWR Project  
No. E0050-01  
RFI-015

**SUMMARY MODIFICATIONS TO CONTRACT TIME**

**+ 210 days**

Modify COST PROPOSAL FORM, Page 20, under INSTRUCTION TO PROPOSERS in part as follows replacing stricken text with highlighted text:

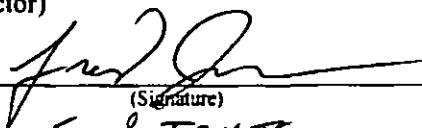
CONSECUTIVE DAYS FOR SUBSTANTIAL COMPLETION: ~~540~~ **560**  
CONSECUTIVE DAYS FOR FINAL COMPLETION: ~~600~~ **720**

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.

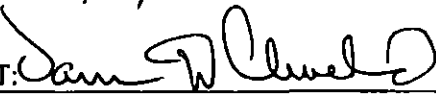
The foregoing modification of said contract is hereby accepted.

Cleveland Electric Company  
(Contractor)

BY:   
(Signature)  
Fred JONES  
(Print Name)

TITLE: Contract Manager

DATE: 4/10/13

ATTEST:   
(Corporate Secretary)  
VAN H. CLEVELAND  
(Print Name)



Gwinnett County  
(Owner)

BY: \_\_\_\_\_  
Chairman – Charlotte J. Nash

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
Gwinnett County Staff Attorney

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants <input type="checkbox"/> Contracts <input type="checkbox"/> Rezoning <input type="checkbox"/> Public Hearing	
20130407			
Department:	Water Resources	Date Submitted:	04/26/2013
Working Session:	05/21/2013	Business Session:	05/21/2013
Submitted By:	Ron Peters	Public Hearing:	
Budget Type:	Operating	Multiple Depts?	
Agenda Type	Approval/authorization	Special Routing:	
Item of Business:	Approval/authorization	Rezoning Type	
Item of Business:		Locked by Purchasing	No
<p>for the Chairman to execute First Amendment to the Memorandum of Agreement with Atlanta Regional Commission regarding matters related to water supply issues in the amount of \$50,000.00, subject to approval by the Law Department. This agreement is funded by the Water and Sewer Operating Fund.</p>			
Attachments	Agreement, Memo		
Authorization: Chairman's Signature?	Yes		
Staff Recommendation	Approval		
Department Head	arseibenhener (4/29/2013)		
Attorney	fsfields (5/9/2013)		
Attorney's Comments			
Agenda Purpose Only	<input checked="" type="checkbox"/>	As To Form	<input type="checkbox"/>
		Hold for Pickup?	<input type="checkbox"/>

## Financial Services Use Only

Financial Action Requested				
Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Oper.	*	\$50,000	ajbovos (5/6/2013)
Finance Comments: * Funds are available in Professional Services within Water & Sewer Operating fund.				

## County Clerk Use Only

	PH was Held? <input type="checkbox"/>
Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	

**Department of Water Resources**



684 Winder Highway • Lawrenceville, GA 30045-5012  
678.376.6700  
www.gwinnettcountry.com

**MEMORANDUM**

**TO:** Ron Seibenhener, Director of Department of Water Resources *ARS*  
**FROM:** Ron Peters, Deputy Director *RP*  
**SUBJECT:** Amendment #1 to MOU for Technical Support Work Provided by the ARC for "Water Wars" Technical Analysis and Legislative Research and Representation  
**DATE:** April 9, 2013

**REQUESTED ACTION:**

Gwinnett County's Memorandum of Agreement (MOU), for participation in the technical assistance work undertaken by the ARC and other water providers in the metropolitan Atlanta region for "Water Wars" technical support states that Gwinnett County will provide funding to be used to "support the collective technical work only," and that Gwinnett County will not participate in funding the attorney's fees incurred by the participants.

Amendment #1 to the MOU supports the recent decision by the ARC and the Metropolitan North Georgia Water Planning District to engage Commonwealth Research, Inc. to provide additional technical analysis, legislative research and representation in Washington, D.C. This proposed work is part of the "collective technical work" that Gwinnett County has previously agreed to fund through the MOU. Amendment #1 also provides for an additional \$50,000 commitment to the ARC, and authorizes charges for the appropriate share of costs of the work provided by Commonwealth Research, Inc. to the designated funding that Gwinnett County has agreed to participate in.

**BUDGET:**

**RECOMMENDATION:**

Recommend the Board of Commissioners approve/authorize the Chairman to sign Amendment #1 to the Memorandum of Agreement for participation in the technical assistance work undertaken by the ARC, and for an increase in the previously authorized amount of \$200,000.00 of an additional \$50,000.00.

Attachments: BOC Agenda Request

cc: Richard Platto, Financial Supervisor, DWR *RP*  
Marsha Cain, Business Officer, DWR  
File

**gwinnettcountry**

**FIRST AMENDMENT  
TO  
MEMORANDUM OF AGREEMENT**

**Between the Atlanta Regional Commission and Gwinnett County, Georgia**

**Regarding matters related to water supply issues in the Apalachicola-  
Chattahoochee-Flint River Basin (the ACF Basin) and the Alabama-Coosa-  
Tallapoosa River Basin (the ACT Basin).**

THIS AMENDMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between Gwinnett County, a political subdivision of the State of Georgia, (hereinafter referred to as the "County") and the Atlanta Regional Commission (hereinafter referred to as "ARC").

WITNESSETH:

WHEREAS, on October 22, 2012, the County and ARC did enter into a Memorandum of Agreement regarding matters related to water supply issues in the Apalachicola-Chattahoochee-Flint River Basin (the ACF Basin) and the Alabama-Coosa-Tallapoosa River Basin (the ACT Basin); and

WHEREAS, the County and ARC wish to amend said agreement to include additional work of a technical nature and provide additional funding for that effort.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Paragraph 2.d is hereby amended by adding the following sentence at the end of the Paragraph: "The County considers the work of Commonwealth Research, Inc. and its sub-consultants related to technical analysis, legislative research and representation in Washington, DC to be part of the collective technical work and eligible for funding under this agreement."

2. Paragraph 4.a is hereby deleted and replaced with the following: "The County hereby agrees to contribute the sum of \$250,000 as its shared cost of conducting the technical work per Paragraph 2 d. above for 2012-2015 as directed by the Coordinating Committee. Payment has been made to ARC for \$200,000. The remaining \$50,000 will be made upon execution of this Amendment. These amounts may be expended per Paragraph 2.d above and Paragraph 5 below."

Except as specifically modified hereinabove, the remainder of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date first above written.

**GWINNETT COUNTY, GEORGIA**

By: \_\_\_\_\_  
Charlotte J. Nash  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk/Deputy County Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

**ATLANTA REGIONAL COMMISSION**

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Chair