

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, January 21, 2020

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilman Andrew Hixson

Councilwoman Elaine Puckett

Councilman Matt Myers

Councilman Bruce Gaynor

- A. Roll Call (recorded)**
- B. Citizen Input**
- C. Board Updates**
 - Sustainable Norcross Commission Update - Bea Grossman
- D. General Updates**
 - *Audit Presentation - Karen Slaton-Dixon
 - *4-Way Stop Implementation - Chief Grogan
 - *Advanced Metering Infrastructure (AMI) Update - Mary Beth Bender
- E. Council- General Discussion**
- F. Board Appointments**
 - Mayor and Council are asked to consider and approve appointments and re-appointments to the following board, authority or commission:*
- G. Items for Discussion**
 - 1. [20-5593](#) **TEXT2019-0004 Amend ARB Composition**
 - Modify the number of board members and the role of the chairman.
 - [Memo - request to change ARB Board composition](#)
 - 2. [20-5616](#) **N. Peachtree Sidewalk Renovation Contractor Agreement**
 - Public Works requests approval of the contractor agreement for construction of PWUP19-12 N. Peachtree Sidewalk Renovation.
 - [Memo and contractor agreement PWUP19-12](#)
 - 3. [20-5615](#) **Police Admin Renovation Design**
 - Community Development and Norcross Police Dept request approval to issue an RFQ for renovation design for the conversion of the old Norcross Library into a new Police Administration Building.
 - [2020-01-09 Council Agenda Item for RFQ](#)
 - 4. [20-5617](#) **Addendum #1 to the School Zone Speed Detection Agreement**
 - Request to approve an addendum to the school zone speed detection agreement originally adopted on 10/21/2019.
 - [Norcross Addendum](#)
 - 5. [20-5618](#) **Intergovernmental Agreement with Georgia Emergency Management Agency (GEMA)**
 - The Gwinnett Office of Emergency Management requests renewal of the Statewide Mutual Aid Agreement. This agreement establishes procedures and other ground rules for counties and cities that help one another during a disaster.
 - [Statewide Mutual Aid and Assistance Agreement](#)

- H. **Adjourn to Executive Session for Personnel, Real Estate or Legal**
- I. **Signed by: _____ Mayor Craig Newton**
- J. **Attest: _____ Monique Lang, City Clerk**



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN • **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **RUDOLPH SMITH** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5593	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	1/21/2020 6:30 PM	In Control:	Planning and Zoning
Title:	TEXT2019-0004 Amend ARB Composition		

Sponsors:

Code Sections:

Attachments:

1. [Memo - request to change ARB Board composition](#)

Title
 TEXT2019-0004 Amend ARB Composition

Drafter
 Tracy Rye



Community Development and Planning

TO: Planning and Zoning Board
Mayor and Council

FROM: Tracy Rye, AICP, Community Development and Planning Director

DATE: January 21, 2020

SUBJECT: Requested Change to the Norcross UDO to amend the composition of the Architectural Review Board

CC: Rudolph Smith, City Manager

Background:

The City adopted its first Unified Development Ordinance (UDO) in June 2019. This document outlines zoning and development regulations as well as policies, procedures and establishment and review authority of the various citizen-led boards that are directly related to Community Development initiatives. The Architectural Review Board has suggested the attached edits to their membership and terms in order to allow additional citizen members with knowledge of development related matters to share their expertise in this volunteer capacity. Since the membership and terms are outlined in the UDO, appropriate protocol is to advance the item from the ARB to the P&Z Board and then finally on to the Mayor and Council to effect a final vote on the change to the text.

ARB Recommendation:

Approve edits as presented by a vote of 4-0 December 17, 2019.

Staff Recommendation:

Consider edits as presented.

Planning and Zoning Board Recommendation:

Recommendation to approve edits as presented by a vote of 4-0 January 8, 2020

Sec 103-5 Architectural Review Board (ARB)

B. ARB Membership and terms

1. The ARB shall consist of ~~five~~ **six** members appointed by the Mayor and City Council. A minimum of three members must be citizens of the city.
2. The ARB membership shall include at least one architect or engineer, and one citizen at large.
3. The ARB shall elect its chairperson and vice-chairperson from among its members. The chairperson and vice chairperson shall serve for one year or until they are re-elected, or their successors are elected. **The chairperson votes only in the event of a tie vote among the members of the board.**
4. The term of office of each member of the ARB shall be three years with staggered terms, as determined by the Council upon initial appointment. Members shall serve at the pleasure of the City Council.
5. Any member of the ARB shall be disqualified to act upon a matter in which the member has an interest.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN • **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **RUDOLPH SMITH** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5616	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	N. Peachtree Sidewalk Renovation Contractor Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Memo and contractor agreement PWUP19-12](#)

Title

N. Peachtree Sidewalk Renovation Contractor Agreement

Drafter

Erica Madsen



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

MEMO

To: Mayor & Council
 From: Erica Madsen, City Engineer

RE: N. Peachtree Sidewalk Renovation PWUP19-12

Per previous Mayor & Council approval, the renovation of the N. Peachtree sidewalk near 537 North Peachtree was let for public bid as PWUP19-12. On Dec 23rd, we received 10 qualified bids per attached bid tabulation. The lowest responsive bidder is Construction 57, Inc. at a project cost of \$385,000.00.

Public Works requests approval of the attached Contractor Agreement with Construction 57, Inc. The project will involve removal of 1 tree, existing concrete driveways and sidewalk, existing asphalt pavement, and existing stormwater pipes. Proposed construction includes concrete paving, asphalt paving, relocation of utilities, a fieldstone retaining wall, roadway striping, and stormwater drainage facilities. Both travel lanes will be repaved in the project area upon completion. The project will begin at 455 North Peachtree and end at 561 North Peachtree St.

\$350,000 is currently included in the 2017 SPLOST budget. The overage is likely due to rising construction costs.


Department of Public Works, Utilities & Parks

345 Lively Avenue, Norcross GA 30071

Office: 678-421-2069 Fax: 770-255-2335

www.norcrossga.net
Bid Tabulation
N. Peachtree Sidewalk, PWUP 19-12
Monday, Dec. 23 @ 11:00 AM
Location: 345 Lively Avenue, Norcross, GA 30071

ATTENDED

PRE-BID MTG

	Company Name	Bid Amount
✓	OHM SHIV CONSTRUCTION LLC	495,418. ⁰⁰
✓	SD & C, INC.	526,065.25
✓	CMES, INC	421,893. ⁰⁰
✓	CONSTRUCTION ENGINEERING & MGMT CO	405,000. ⁰⁰
✓	SITE ENGINEERING, INC.	744,981. ⁰⁰
✓	TRI SCAPES	455,796.46
✓	BRTU CONSTRUCTION	498,000. ⁰⁰
✓	SOL CONSTRUCTION LLC	485,800. ⁰⁰
✓	CONSTRUCTION 57, INC	385,000. ⁰⁰
✓	EXCELLERE CONSTRUCTION LLC	445,510. ⁰⁰

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

Contractor Agreement

AGREEMENT BETWEEN CONSTRUCTION 57, INCORPORATED AND THE CITY OF NORCROSS

PROJECT: PWUP 19-12 NORTH PEACHTREE SIDEWALK

Project Description

The project consists of demolition of trees, existing concrete driveways and sidewalk, existing asphalt pavement, and existing stormwater pipes. Proposed construction includes concrete paving, asphalt paving, relocation of utilities, a fieldstone retaining wall, roadway striping, and stormwater facilities. The project will begin at 455 North Peachtree and end at 561 North Peachtree St. The scope of work shall be in accordance with the plans and specifications prepared by Foresite Group, Inc. Specifications are dated 11/19/2019 and plans are dated 6/14/19.

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty (2020) between **The City of Norcross**, hereinafter the “owner”, and Construction 75 Incorporated **General Contractor**, (hereinafter the “Contractor”) for the following Project.

The contractor and owner for the consideration named herein agree as follows:

A. SCOPE OF WORK:

The Contractor shall be expected to meet with Public Works staff prior to the start of construction. This meeting shall serve as an opportunity for both parties to review the specifications and visit the project site.

Project to be completed in accordance with PWUP 19-12 Bid Documents (Attachment A) ; the project should begin within ten (10) working days after notification of contract award.

Other Provisions

Contractor to provide as-built survey of installed storm pipes to City of Norcross prior to final application for payment.

A. ATTACHMENTS:

1. Attachment "A" PWUP 19-12 Bid Documents
 - Invitation to Bid
 - Project Manual Specifications
 - Construction Documents
 - Addendum 1
2. Attachment "B" Contractors Information
3. Attachment "C" E-Verify Contractor Affidavit
4. Attachment "D" SAVE Affidavit
5. Attachment "E" Performance & Payment Bond

B. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of three hundred eighty-five thousand dollars (\$385,000.00), subject to change-order additions and deductions.
2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.
3. Retainage will be held by the owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.

C. SCHEDULE:

1. The Contractor is prepared to begin work upon receipt of a signed contract and substantially complete the work within 120, achieving final completion within 150 days.

D. PROJECT INSPECTIONS:

1. The renovation project shall be inspected by the Norcross Department of Public Works or its contract engineering staff. These inspections shall be in addition to required inspection by the Department of Community Development.

E. TERMS AND CONDITIONS:

1. This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibit identified herein, shall constitute the entire agreement between the City of Norcross and The Contractor in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.
2. This Agreement entered into as of the day and year first written above.

F. INSURANCE REQUIREMENTS

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence.

Certificate Holder should read:

City of Norcross, its Elected Officials and
Employees, 65 Lawrenceville Street
Norcross, GA 30071

CONSTRUCTION 57 INCORPORATED

CITY OF NORCROSS

(Signature)

Craig Newton, Mayor
(Signature)

(Printed name and title)

Craig Newton, Mayor
(Printed name and title)

Attest:

Monique Lang, City Clerk

(DATE)

(DATE)

(SEAL)

(SEAL)

COPY

SEALED PROPOSAL BID

**North Peachtree Sidewalk
Invitation to Bid (PWUP 19-12)**

BID FROM

CONSTRUCTION 57 INCORPORATED

809 Park North Boulevard Clarkston, Ga 30021
PH. (404) 600-4359 or (404) 600-4608 (770) 277-1425 Fax

UC 302253

BID DATE

Monday, December 23, 2019

BID DUE

11:00 AM

BID DELIVERED TO:

Mary Beth Bender
PWUP 19-12
Department of Public Works, Utilities & Park
345 Lively Avenue
Norcross, GA 30071

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

BID PACKET CHECKLIST

PROJECT: North Peachtree Sidewalk
1 TB# (PWUP 19-12)

BID DATE: 12-23-2019 @ 11:00 AM

Enclosed with this Bid Packet are the following Forms and instructions. Use this checklist to ensure you have properly completed all Forms. You must return the following pages to be eligible for consideration of this project.

✓

Two Hard Copies & One Electronic Copy of Bid

✓

Bid Form

✓

Bid Bond or Certified Check, if bid is over \$30,000

✓

Certificate of Liability Insurance

✓

E-Verify Contractor & SAVE Affidavits

✓

Reference Page

✓

Ship Proposal to:

City of Norcross
 345 Lively Avenue
 Norcross, GA 30071
 Attn: Mary Beth Bender, Director of Public Works

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

CITY OF NORCROSS, GEORGIA
NORTH PEACHTREE ST. SIDEWALK

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FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION.

CORPORATION INFORMATION

CORPORATE NAME Construction 57, Inc.

CORPORATE ADDRESS 809 Park North Boulevard Clarkston GA

MAILING ADDRESS (IF DIFFERENT) N/A 30021

N/A

DOING BUSINESS AS (IF DIFFERENT THAN CORPORATE NAME) N/A

N/A

CORPORATE OFFICERS: PRESIDENT OLUSEGUN OSHO

SECRETARY Funmilayo OSHO

TREASURER Funmilayo OSHO

VICE PRESIDENT Funmilayo OSHO

REGISTERED AGENT ADDRESS 809 Park North Boulevard Clarkston Ga 30021

POWER OF ATTORNEY ADDRESS N/A

DATE OF INCORPORATION 2.14.2010

NUMBER OF FULL DAYTIME EMPLOYEES (M-F/8-5) 12

HAS THE CORPORATION OR ANY OF ITS OFFICERS/AGENTS BEEN INVOLVED IN ANY LITIGATION IN THE PAST FIVE YEARS? IF SO, PROVIDE DATE AND EXPLANATION N/A

NO

NO

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

CONSTRUCTION 57, INC.

BID SCHEDULE FORM

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID

BID SCHEDULE

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Norcross according to the bidding Documents entitled **North Peachtree St. Sidewalk** and Addenda, as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, personal observations of the site conditions.

Three Hundred and Eighty Five Thousand Dollars
(\$ 385,000.00), which sum is hereinafter called "Base Bid".

The undersigned agrees to commence work within 10 days of the date of Notice to Proceed issued by City of Norcross Purchasing Office and to commit adequate forces on-site to substantially complete all Work, including punch list items and clean-up, as determined by the City within **90 calendar days**. City of Norcross will charge the Contractor Five Hundred Dollars and no cents (\$500.00), per day for liquidated damages for every day beyond 90 calendar days that the Work is not complete.

UNIT PRICE SCHEDULE

The stated unit price includes only the item listed in Section 01 2200, Unit Prices. The total cost amount for the estimated quantity of the Unit Price item below is included in the Base Bid. Bid Unit Price will prevail if calculation is in error. Payment for Unit price item will be for actual in-place quantities.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total</u>
1.	Excavation of unsatisfactory materials and replacement with suitable fill	CY	270	<u>80</u>	<u>21600</u>
1.	Excavation of unsatisfactory materials and replacement with #57 stone	CY	40	<u>80</u>	<u>3200</u>

The undersigned represents that the unit prices listed above are complete as specified in Section 01 2200, Unit Prices, acknowledges that the quantities are not guaranteed, and agrees that payment will be for the actual in-place quantities installed per the plans or as directed by the City. Prices must be entered, for all the blanks in the schedule. If there is an error in the calculation for the total amount entered, the bid unit price multiplied by the Estimated Quantity will be the bid amount that is considered included in the Base Bid.

Removal of unsuitable material or providing unit items in excess of the estimated amount will be paid at the unit price, upon verification by the City's geotechnical firm and/or site representative.

The quantity of unsatisfactory materials will be verified by the City's representative or geotechnical firm. Should the amount included in the Base Bid for any of these items not be encountered, a change order will be initiated to refund to the City the difference at the bid unit price.

Company Construction 57, Inc.

CITY OF NORCROSS, GEORGIA
NORTH PEACHTREE ST. SIDEWALK

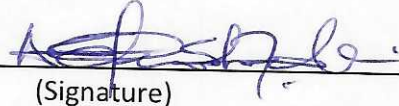
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FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION.

CONTRACTOR INFORMATION

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
<u>1</u>	<u>12/13/19</u>	_____	_____
_____	_____	_____	_____

Certification Of Non-Collusion in Bid Preparation  12/19/19
(Signature) (Date)

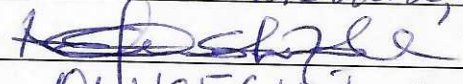
The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the City Council within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name Construction 57, Inc.
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID 27-2537065

Address 809 Park North Boulevard, Clarkston GA 30021

Representative Signature 

Print Authorized Representative's Name OLUSEGUN OSHO

Telephone Number 404-514-8901 Fax Number 770-277-1425

E-Mail Address Waleo@Construction57.Com

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
 COUNCILMAN **DAN WATCH** · COUNCILWOMAN **ELAINE PUCKETT** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

December 13, 2019

PWUP19-12 N. Peachtree Sidewalk

Addendum #1 (3 pages)

Attachments: Unlocked Construction Documents, Separate PDF

During and after the required pre-bid conference held on 12/5/19, the City of Norcross received the following questions.

1. We understand GDOT-Georgia Department of Transportation Qualification & utility license will be satisfied GENERAL CONTRACTOR LICENSE requirement (special provisions condition 11).
 - a. Confirmed.
2. Please confirm how many days for completion of the Project. ITB shown 120 days and Bid Documents 90 days
 - a. Project Duration is to be 120 days
3. Who is in charge for paying testing?
 - a. The City's inspector will review compaction and concrete testing is not required. Any asphalt testing is the responsibility of the contractor.
4. Please clarify if Water contractor needs to be approved by Gwinnett County Department of Water Resources
 - a. Yes, confirmed.
5. Who is in charge for paying utility relocation if needed?
 - a. The City of Norcross will be responsible for coordinating relocation of communication and power utilities. Water service relocation will be the responsibility of the contractor.
6. Please clarify how many trees need to be removed.
 - a. The plans indicate only one tree to be removed. However, there is a tree located at STA 12+50 that's grown into the existing sidewalk that will require extra protection and care during demolition.
7. Is it allowed to do a detour?
 - a. The City can consider allowing a detour for limited portion of the project. The contractor must prepare a detour/traffic control plan and the City Engineer will coordinate with the Norcross Police Dept and Public Works for approval.
8. Is this a lump sum Project?
 - a. Yes, lump sum.
9. On Subjected project do we need to consider sod or permanent grassing between C&G and sidewalk and also in other disturb area?
 - a. Sod shall be placed between the curb & gutter and sidewalk. Permanent grassing shall be used from sidewalk to limits of disturbance.
10. Can you please provide us the retaining wall profile/elevation?

- a. The retaining wall detail is shown on sheet C-4.0. Elevations are shown on sheets C-2.1 and 2.2. Note that elevations are finished grade elevations. Refer to the detail to determine footing elevations.
11. Do we need to do any utility relocation or everything taken care by city? Can you please clarify that?
 - a. Please see Question 5.
12. Is it possible to get us Bid schedule for subject project?
 - a. The project is lump sum.
13. In drawing number C-0.1 Demolition plan at station 12+63.53 Begin removal of existing storm pipe. So can you please clarify that existing pipe is CMP or HDPE and what will be the diameter of pipe.
 - a. Sizes and pipe materials are shown on the survey sheet V-1. There are both CMP and HDPE sized 12"-15".
14. Can you please clarify that do we need to remove Headwall or not?
 - a. Yes, the intent is to remove and replace the headwall with a new headwalk with field stone veneer to match the proposed retaining wall. Shop drawings must be submitted and approved by the City prior to installation.
15. Who is going to do Water Work for this job, is this work done by City or Contractor?
 - a. Water main relocation work is the responsibility of the contractor. The contractor working on the water main must be on Gwinnett County's approved contractor's list.
16. How deep should asphalt be removed for side of road indicating asphalt to be demoed?
 - a. Full depth of asphalt section to be removed and replaced.
17. Will the City provide traffic control and detouring during construction?
 - a. The work should be able to be completed while only closing one lane at a time. Contractor to submit a traffic control plan and City is open to assist in traffic control during construction.
18. What is the construction duration?
 - a. 120 days
19. Who is handling the coordination of the utility pole relocation?
 - a. Erica Madsen with the City of Norcross; however, coordination with construction schedule will be required by the contractor.
20. Who owns the pole?
 - a. Norcross Power and AT&T both own poles in the project area. The pole to be relocated is owned by Norcross Power.
21. Can Norcross Power stabilize the poles to remain?
 - a. Contractor to coordinate that with Norcross Power.
22. Where is the staging area? Is fencing required around staging area?
 - a. A staging area was not indicated on the plans. Location will need to be coordinated with Norcross prior to the start of construction.
23. Would you be willing to increase the number of days from 120 days to 180 days?
 - a. The requirement is to be substantially complete in 120 days and to achieve final completion in 150 days.
24. Will there be a published bid schedule?
 - a. No, project is lump sum.
25. What are allowable lane closure hours?
 - a. Lane closure hours can be 8-5pm with advance coordination with the City.

Statements:

1. All costs shall be borne by the contractor for final acceptance of any public utility services that require as-built drawings or testing for Gwinnett County.
2. New PDF without Gwinnett County's Lock is now available on City of Norcross website.
3. Specifications have been revised to reflect a 120 day construction time.
4. An "unlocked" version of the construction document can now be found on the bidding web page for this project.

CONSTRUCTION 57, INC.

BID BOND

CITY OF NORCROSS, GEORGIA
NORTH PEACHTREE ST. SIDEWALK

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Bond No. FCCIC57-145

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Construction 57 Incorporated
(Name of Contractor)

3975 Embassy Way, Lilburn, GA 30047
(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and

FCCI Insurance Company
(Name of Surety)

6300 University Pkwy, Sarasota, FL 34240
(Address of Surety)

Florida
a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Norcross City Council
(Name of Obligee)

65 Lawrenceville St, Norcross, Georgia 30071
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of Five Percent of Amount Bid

(\$ 5% of Amount Bid) Dollars
(\$5%) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to City of Norcross, Georgia, a proposal for furnishing materials, labor, and equipment for:

North Peachtree Sidewalk

Invitation to Bid (PWUP 19-12)

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by City of Norcross, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to City of Norcross, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Norcross, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of Norcross, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

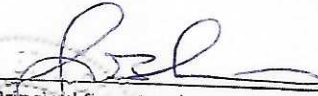
CITY OF NORCROSS, GEORGIA
NORTH PEACHTREE ST. SIDEWALK

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penalty, but as liquidated damages.
PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this 23rd day of December, A.D., 2019.

ATTEST:


(Principal Secretary)

(SEAL)


(Witness as to Principal)

3975 Embassy Way

(Address)

Lilburn, GA 30047

Construction 57 Incorporated
(Principal)

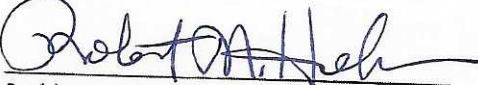
By: 

3975 Embassy Way

(Address)

Lilburn, GA 30047

ATTEST:



Resident or Nonresident Agent

Robert M. Hrehor, GA Resident Agent

(SEAL)


(Witness as to Surety) Hannah Kaufman, Witness

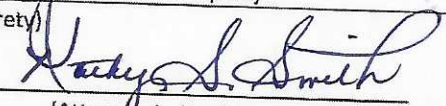
6300 University Pkwy

Sarasota, FL 34240

(Address)

FCCI Insurance Company

(Surety)

By: 

(Attorney-in-Fact) Kathy S. Smith, Attorney-in-Fact

6300 University Pkwy

(Address)

Sarasota, FL 34240

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Kathy S. Smith

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

Surety Bond No.: Bid Bond

Principal: Construction 57 Incorporated

Obligee: City of Norcross City Council

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

Craig Johnson

Craig Johnson, President
FCCI Insurance Company



Cina Welch

Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 23rd day of December, 2019.

Cina Welch

Cina Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

CONSTRUCTION 57 INC.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A T I 2690 BUFORD HWY NE STE 1 ATLANTA GA 30324		CONTACT NAME: BRIAN WINSTON PAYNE PHONE (A/C, No, Ext): 404-875-4700 E-MAIL: ADDRESS:		FAX (A/C, No):
INSURED CONSTRUCTION 57 INC 3975 EMBASSY WAY LILBURN GA 30047		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: EVANSTON INS CO		
		INSURER B: NAUTILUS INS CO		
		INSURER C: LIBERTY MUTUAL INS CO		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3AA373651	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
	☐ ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ALL OWNED AUTOS						\$
	☐ HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB ☒ EXCESS LIAB			AN050730	04/13/2019	04/13/2020	EACH OCCURRENCE \$ 3,000,000
	☒ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5-35S-533101-029	04/13/2019	04/13/2020	☒ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: North Peachtree Sidewalk (PWUP 19-12)

CERTIFICATE HOLDER

CANCELLATION

The City of Norcross City and its Elected Officials
 65 Lawrenceville Street NW

Norcross

GA 30071

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ON BEHALF OF THE INSURED



E-Verify Contractor Affidavit O.C.G.A. § 13-10-91 (b)(1)

Physical performance of services: Contracts with the City involving both physical labor and any services over \$2499.99 in value.

Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-verify Homepage, see start here directions.)

It is the responsibility of the Contractor to submit additional E-Verify Affidavits on every Sub-Contractor for this project.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: North Peachtree Sidewalk Date of Project: 12.23.2019

Legal Name of Contractor: Construction 57, Inc.

Address: 809 Park North Boulevard City: Clarkston State: GA Zip Code: 30021

Federal Work Authorization User Identification Number (E-Verify Number): 372698 (4-6 digit numeric #)

Date of Authorization: 11.16.2010

EXEMPT: YES OR NO

***If a contractor has no employees and does not hire or intend to hire they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: NA**

I hereby declare under penalty of perjury that the foregoing is true and correct

[Signature]
Signature of Authorized Officer/Agent

12.5.2019
Date

OLUSEGUN OSHO President
Printed Name and Title of Authorized Officer/Agent

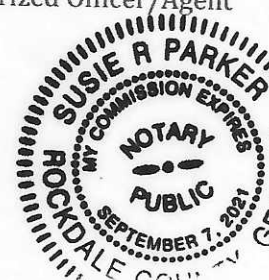
MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5th DAY OF December 2019

Executed in Clarkston (City), Georgia (State)

Susie R Parker
NOTARY PUBLIC Signature

9.7.2021
My Commission Expires





SAVE Public Benefit Affidavit O.C.G.A. § 50-36-1

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006, as amended, every agency administering or providing Public Benefits is responsible for requiring that applicants for public benefits execute a sworn affidavit verifying the applicant's lawful presence in the United States (Ga. Code 50-36-1(f)(2)). The applicant shall execute this affidavit in front of a Notary and return it to the city along with the associated application, renewal form, contract, bid packet, or other applicable document.

By executing this affidavit under oath, as an applicant for CONSTRUCTION WORK (Occupational Tax license or Alcoholic Beverage license or any other Public benefit) as referenced in O.C.G.A. § 50-36-1, from the City of Norcross, the undersigned applicant verifies one of the following with respect to my application for public benefit (Please check one)

- 1) ☒ I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: NA

The undersigned applicant has also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by Georgia Law O.C.G.A § 50-36-1(f) (1) A complete list of secure and verifiable documents on back of this form.

REQUIRES VERIFICATION AT SUBMISSION - Which type of secure and verifiable document was provided with this affidavit? COPY OF DRIVERS LICENSE

In making the above representation under oath, I understand that any person who knowingly and willfully who makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

MUST BE COMPLETED BY NOTARY

I, DLUSEGUN OHSO (representative for) Construction 57 Inc.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

[Signature] 12.5.19
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5th DAY OF December, 2019

Executed in Clarkston (City), Georgia (State)

Susie R Parker
NOTARY PUBLIC Signature

9-7-2021
My Commission Expires



FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION.

NON-COLLUSION AFFIDAVIT

Now here appeared before the undersigned officer duly authorized by the State of Georgia to administer oaths OLUSEGUN OSHO and after being first duly sworn, depose and say that, they are all the officers, agents, persons or employees who have acted for CONSTRUCTION 57, INC. (Company Name) on NORTH PEACHTREE ST. SIDEWALK and that said OLUSEGUN OSHO has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever, competition in such bidding; or by any means whatever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw bid from said work.

By:

Signature of Affiant

OLUSEGUN OSHO

Name – Typed or printed

President

Title

Sworn to and subscribed before me this
5th day of December, 20 19.

Susie R Parker
Notary Public

(Seal)

Note: See OCGA § 36-91-21 (e)



Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION.

REFERENCES – GENERAL CONTRACTOR

The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro Atlanta area. City of Norcross requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name Forsyth County Georgia
 Description Of Project Sidewalk, curb + gutter, storm drain
 Completion Date December 2017
 Contact Person Picky Scarborough
 Telephone 678-898-5987 Facsimile N/A
 E-Mail Address RJScarboro@forsythco.com
2. Company Name City of College Park
 Description Of Project Main Street - Sidewalk, Curb + Gutter
 Completion Date January 2018
 Contact Person Jackson Myers
 Telephone 678-794-4834 Facsimile N/A
 E-Mail Address jmyers@collegeparkga.com
3. Company Name City of Stone Mountain GA
 Description Of Project May 2018
 Completion Date East Mountain Street sidewalk
 Contact Person Dand Estes, PE
 Telephone 760-774-8811 ^{or} Facsimile 423-800-7998
 E-Mail Address DES TES@ESTESVUSSELLENG.COM
 Company Name _____

[Attach additional sheets, if necessary]

CONTRACTOR NAME Construction 57, Inc.

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION.

LIST OF SUBCONTRACTORS

I do ☒, do not ☐, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK
LORI'S TRANSPORTATION 2824 Frontier Trail Atlanta GA 30341	Asphalt Paving
Site WORK INDUSTRIES, Inc dba A Park Rite Company PO BOX 1058 Buford GA 30515	Striping

Company Name Construction 57, Inc.

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)



ROADWAYS . SITE UTILITIES . CONCRETE PAVING . GENERAL CONTRACTING

NAME: Olusegun A. Osho, "Wale" President

MOBILE: 404.514.8901

EMAIL: info@construction57.com

waleo@construction57.com

wale.osho@gmail.com

Professional Experience for Principal Members of Construction 57 Inc.

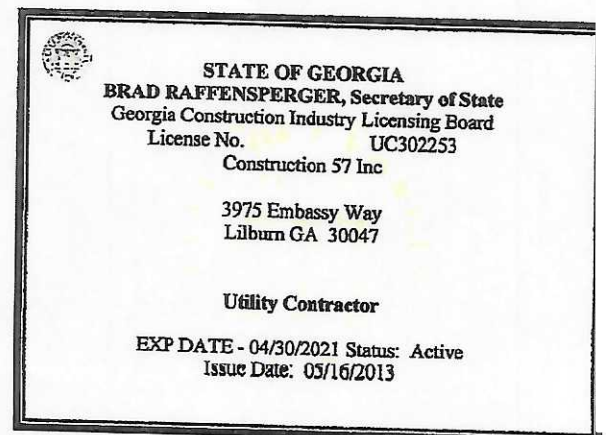
- a) **Olusegun A. Osho:**
 - Utility Manager, Project Manager
 - 21 years experience in construction work
 - Bachelor's Degree in Civil Engineering
- b) **Ivan A. Rendon:**
 - 12 years experience in all manner of concrete work
- c) **Abel Mones Conde:**
 - 18 years experience in all concrete work, grading and retaining wall construction
- d) **Funmilayo Osho:**
 - Secretary and CFO
 - 15 years experience in construction accounting and all invoicing
- e) **Leonardo Valero Salazar:**
 - Pipe Layer and Machine Operator
 - 15 years experience in all sizes of storm drain pipes of various materials
- f) **Jacinto Garcia:**
 - 22 years Operator and Pipe Layer
 - Worked with all sizes of pipe in various soil conditions
 - Experienced in all bypass, pipe installation, and roadway finishing



Above is your wall certificate license. A pocket-sized license card is below.
 Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.
 Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.
 Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (478) 207-2440
 Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Construction 57 Inc
 3975 Embassy Way
 Lilburn GA 30047





STATE OF GEORGIA
Office of the Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UM102456
Olusegun Adewale Osho

3975 Embassy Way
Lilburn GA 30047

Utility Manager

EXP DATE - 04/30/2021 Status: Active
Issue Date: 10/26/2012

Above is your wall certificate license. A pocket-sized license card is below.
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Olusegun Adewale Osho
3975 Embassy Way
Lilburn GA 30047



STATE OF GEORGIA
Office of the Secretary of State
Georgia Construction Industry Licensing Board
License No. UM102456
Olusegun Adewale Osho

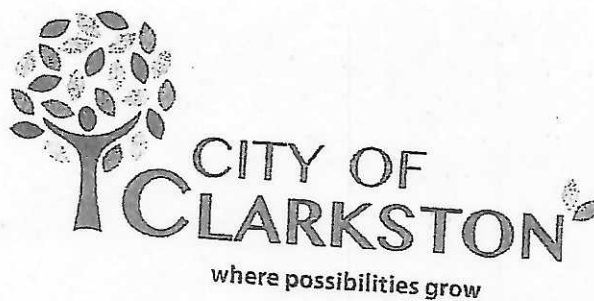
3975 Embassy Way
Lilburn GA 30047

Utility Manager

EXP DATE - 04/30/2021 Status: Active
Issue Date: 10/26/2012

SIC CODE 8741
CLASS 4

No. 2019-NONPS-144
DATE ISSUED:
03/11/2019



This Must Be Displayed in a Conspicuous Place

2019 BUSINESS REGISTRATION / OCCUPATIONAL TAX CERTIFICATE

City of Clarkston Georgia
1055 Rowland Street
Clarkston, GA 30021

EXPIRATION DATE: 12/31/2019

NOTIFY THIS OFFICE OF ANY CHANGE IN LOCATION OR OWNERSHIP

COMMERCIAL UTILITY CONSTRUCTION

Type of Business


Authorized Signature

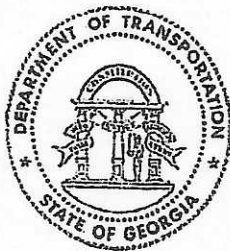
CONSTRUCTION 57 INC

Mailing Address
809 PARK N BLVD
CLARKSTON, GA 30021

Business Address
809 PARK N BLVD
CLARKSTON, GA 30021

THE ABOVE NAMED CONCERN IS AUTHORIZED TO DO BUSINESS IN THE CITY OF CLARKSTON SUBJECT TO PROVISIONS OF ALL CITY ORDINANCES.

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

May 9, 2018

CERTIFICATE OF QUALIFICATION
Vendor ID: 13349

Construction 57 Incorporated
3975 Embassy Way
Lilburn, GA 30047

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$6,900,000

CERTIFICATE EXPIRES: April 30, 2020

PRIMARY WORK CLASS/CODE: 441

SECONDARY WORK CLASS(ES)/CODE(S): 201, 209, 500A, 513, 550, 643, 660, 668, 670, 700

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CONSTRUCTION 57, INCORPORATED

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

809 NORTH PARK BOULEVARD

6 City, state, and ZIP code

CLARKSTON GA 30021

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 7 - 2 5 3 7 0 6 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person **P**

Date **12-16-19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



About us

Home / About u





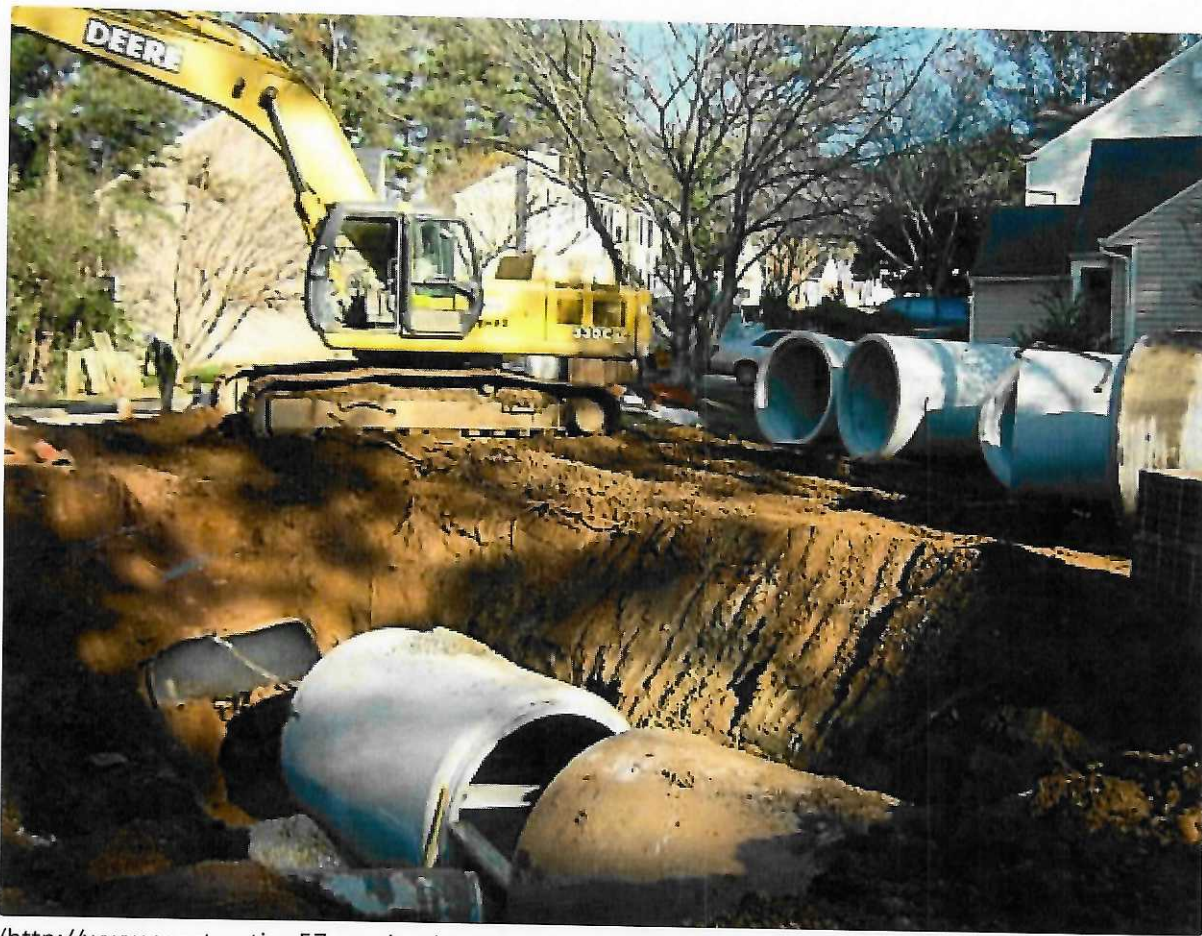
What we do

[Home](#) / [What we do](#)



(<http://www.construction57.com/wp/watermain-services/>)

WATERMAIN & SERVICES



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CREEK BANK STABILIZATION

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Projects

Home / Project

WORK IN PROGRESS:

City of Doraville – StormWater	\$363,077.00
City of Berkeley – Roads & Drainage Improvements	\$198,868.00
City of Fayetteville – SR 54 Pedestrian Improvements	\$486,460.00
City of Clarkston – Friendship Forest Park	\$894,025.00
Clayton County – Annual Contract – General Pipe	\$94,595.00
College Park – On Demand Water/Sewer	\$122,643.00
City of East Point – Downtown East Point Streetscape, Phase II	\$993,180.00
City of Johns Creek – Autry Mill Road Enhanced Sidewalk	\$1,356,085.50
City of Atlanta – Campbellton Road Sidewalk	\$416,021.25
City of Atlanta – Anderson Avenue Sidewalk	\$257,702.30
City of Cumming – Atlanta Hwy Sidewalk	\$212,364.00

Attachment: Memo and contractor agreement PWUP19-12 (20-5616 : N. Peachtree Sidewalk Renovation Contractor Agreement)

COMPLETED PROJECTS:

City of Norcross – Norcross Pedestrian	\$187,311.50
City of Stone Mountain – East Mountain Street Sidewalk	\$1,028,279.00
Forsyth County – Caney Road & Old Alpharetta Sidewalk	\$857,754.28
City of College Park – Main Street Improvements	\$122,883.00
City of Lawrenceville – 283 Summit Ridge HeadWall	\$94,400.00
Fayette County – Partridge Point Culvert Replacement	\$73,723.00
College Park – Convention Center	\$56,550.00
City of Fairburn – Orchard & Strickland Streetscape CDBG	\$61,105.50
City of Clarkston – Stormwater Maintenance Improvement	\$53,630.00
City of College Park – Main Street Improvement	\$272,114.00
College Park ADA Ramp	\$7500.00
City of College Park – Main Street Alleyway Storm Sewer Improvement Project	\$20,250.00

COMPLETED PROJECTS:

City of Ringgold – Sidewalk Improvement	\$317,369.00
City of College Park – Main Street Improvement	\$227,709.00
City of Stockbridge -South Berry Sidewalk CDBG	\$140,559.00
City of Lilburn – Camp Creek Road Sidewalks	\$113,522.49

COMPLETED PROJECTS:

City of Stone Mountain – Main Street Storm Drainage & Cross Walk Repair Project	\$10,500.00
City of Stockbridge – WWTP Sewer Project	\$161,950.00
City of Newnan – Sidewalk Improvement	\$318,224.50
City of Peachtree – Lenox Drive Drainage Improvement	\$55,532.25
City of Stockbridge – Oakland Boulevard Storm Water	\$59,182.70
City of College Park Streetscape 2	\$394,530.00
City of Clarkston – 40 Oaks Drive Way & Shoulder	\$60,000.00
Gwinnett County – Jimmy Carter Blvd to Mimosa Drive	\$894,688.00

COMPLETED PROJECTS:

Fulton County – Sewer Work at Pine Walk Road Alpharetta	\$6750.00
City of Clarkston – 2013 Drainage Improvement: East Ponce De Leon Avenue and Rogers Street	\$137,224.95
City of Stone Mountain – Main Street Storm Drainage and Crosswalk Repair	\$11,450.00
City of Hapeville – North Avenue CDBG Sidewalk Project	\$93,215.00
City of Clarkston – Concrete Flume Project	\$14,325.00
City of Clarkston – Montreal Road Sidewalk & ADA Project	\$222,088.50
Dekalb County Creek Cleaning Project	\$76,220.00
City of Alpharetta – Maxwell Road Project	\$357,872.00

COMPLETED PROJECTS:

City of Winder – Alexander Street Drainage Improvement	\$402,150.00
City of Alpharetta – Windward Drive Street	\$320,982.00

FOR MORE INFORMATION CALL (404) 600 – 4359

809 PARK NORTH BOULEVARD CLARKSTON GEORGIA, 30021

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SUBMIT



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN • **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **RUDOLPH SMITH** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5615	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Police Admin Renovation Design		

Sponsors:

Code Sections:

Attachments:

1. [2020-01-09 Council Agenda Item for RFQ](#)

Title
Police Admin Renovation Design

Drafter
Erica Madsen



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

MEMO

To: Mayor & Council
 From: Erica Madsen, City Engineer

RE: RFQ for Design of Police Administration Building Renovation

Upon completion of the new Norcross library anticipated in mid-late 2021, the old Norcross Branch Public library is intended to be renovated and converted to be a new administration building for the Norcross Police Department. Community Development and the Police Department ask for Council approval to issue an RFQ to solicit design proposals for the renovation.

Funding for design fees could come from the SPLOST budget line item allocated for the project.

A conceptual design/bidding schedule is attached to show how the design process could run parallel to the library construction, so that construction contracts could be ready when the old library is vacated and turned over to the City of Norcross. Starting the design process now would allow staff and the design team to identify realistic project construction budgets and research grant opportunities to supplement city funds.

Concept schedule for Police Admin Buildout

City of Norcross

Potential RFQ Date

Wed, 2/5/2020

1

TASK	Duration	START	END
Police Admin Building			
RFQ/RFP for Programming, Design, CA	45 days	2/5/20	3/21/20
Design contract Approvals through Council	45 days	3/21/20	5/5/20
Programming and Design	12 mos.	5/5/20	5/5/21
Bidding	45 days	5/5/21	6/19/21
Contract Approval through M&C	45 days	6/19/21	8/3/21
Construction	9 mos.	8/4/21	5/1/22
Norcross Library construction			
Library Construction	485 days	1/15/20	5/14/21
Contingency Timeline + Property Turnover	6 mos.	5/14/21	11/10/21

Attachment: 2020-01-09 Council Agenda Item for RFQ (20-5615 : Police Admin Renovation Design)





MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN • **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **RUDOLPH SMITH** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5617	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Addendum #1 to the School Zone Speed Detection Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Norcross Addendum](#)

Title

Addendum #1 to the School Zone Speed Detection Agreement

Drafter

Bill Grogan



ADDENDUM 1

December 20, 2019

This ADDENDUM (the “Agreement”) is made this 20th Day of December, 2019, (herein the “Commencement Date”), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein “REDSPEED”), with its principal place of business at 11660 Alpharetta Highway, Suite 405, Roswell, GA 30076, and City of Norcross, a political subdivision authorized and created by the State of Georgia (herein “GOVERNING BODY”), with principal offices at 65 Lawrenceville St NW, Norcross, GA 30071.

WITNESSETH:

WHEREAS, REDSPEED is currently installing Automated Traffic Enforcement Safety Devices (ATESD) in Norcross pursuant to its agreement with the City (ITB 19-001); and

WHEREAS, REDSPEED is diligently pursuing construction and permitting but has experienced unforeseen delays that will extend construction beyond the initial Notice to Proceed; and

WHEREAS, REDSPEED has provided an updated construction / implementation schedule to the City and expect to be live at two (2) locations on or around February 1, 2020 and at all locations on or around March 1, 2020; and

WHEREAS, REDSPEED wishes to provide a customer service credit to the City;

Now therefore it is resolved:

1. The City of Norcross shall retain all revenue for the first three (3) months of program implementation for each of the first four (4) ATESD.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Norcross, Georgia

RedSpeed Georgia, LLC

By: _____, ____/____/____

Name:

Title:

By: Robert Liberman, December 20th, 2019

Robert Liberman

Manager

Attest: _____ / ____/____

Norcross City Clerk / Authorized Attestor

Attachment: Norcross Addendum (20-5617 : Addendum #1 to the School Zone Speed Detection Agreement)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN • **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **RUDOLPH SMITH** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5618	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/21/2020 6:30 PM	In Control:	Policy Work Session
Title:	Intergovernmental Agreement with Georgia Emergency Management Agency (GEMA)		

Sponsors:

Code Sections:

Attachments:

1. [Statewide Mutual Aid and Assistance Agreement](#)

Title

Intergovernmental Agreement with Georgia Emergency Management Agency (GEMA)

Drafter

Rudolph Smith

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Norcross

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: City of Norcross_____

Date:_____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date:_____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name