



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678.382.6700

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Michael Smith, Public Works Director

**Date:** November 29, 2021

**Subject:** **Approval of a Construction Contract for Stormwater Improvements on Spalding Drive**

### **BACKGROUND**

The stormwater drainage system for the intersection improvements at Chamblee Dunwoody Road and Spalding Drive was designed to drain into an existing connector pipe on Spalding Drive in Sandy Springs that feeds into a 54-inch pipe in Dunwoody. The design plans presumed that the connector pipe was the same diameter as the pipe that it feeds into downstream. However when the connector pipe was exposed during construction, the pipe was found to be only 24 inches in diameter pipe which is too small for the designed stormwater flow. Further exploration revealed that the connector pipe and a replacement pipe under Spalding Drive needed to be lowered to clear 4 City of Atlanta water mains and 2 gas mains.

Construction 57, who is currently under contract for the intersection project, provided a cost estimate to replace the connector pipe with a larger pipe. However, the contractor expressed some reluctance to commit to the additional work due to subcontractor availability and the complexity of the pipe installation, which will require a 23-foot deep excavation to place the connector pipe at the proper depth to clear the other utilities. Staff also had concerns that the additional work could take the contractor's focus away from finishing the remainder of the intersection project as soon as possible. Based on these concerns, the city contacted several contractors to check their availability and interest in installing the connector pipe. Two contractors submitted quotes in addition to the estimate provided by Construction 57:

<u>Contractor</u>	<u>Cost Estimate</u>
Blount Construction	\$58,408.84
Construction 57	\$80,000
Wilson Construction Management	\$131,256.52

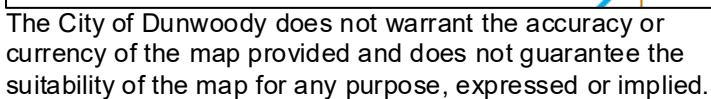
Replacement of the connector pipe needs to begin immediately upon approval so that Atlanta Gas Light can relocate a section of the gas mains to facilitate completion of the pipe under Spalding Drive. Once the gas main is relocated, the final link in the new drainage system can be installed under Spalding Drive.

### **RECOMMENDED ACTION**



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Staff recommends award of a contract to Blount Construction, in the amount of \$58,409 to be funded from the Stormwater Utility as an upgrade to the existing stormwater infrastructure and requests authorization of an additional \$6,000 for construction contingency to be administered as needed.



## AGREEMENT BETWEEN THE CITY OF DUNWOODY AND BLOUNT CONSTRUCTION CO., INC.

This Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, **2021**, by and between Blount Construction Co., Inc. (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

### WITNESSETH:

**WHEREAS**, Company is engaged in the business of providing the necessary labor, supervision, equipment, materials and supplies necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

**WHEREAS**, the City of Dunwoody solicited a Proposal to Quote - Install Pipe 48" Storm Line Extension Drain Tie (Step 1) Spalding Drive Project in the City of Dunwoody, Georgia for the Dunwoody Public Works Department for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the Proposal to Quote – Install Pipe 48" Storm Line Extension Drain Tie (Step1) Spalding Drive Documents and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Dunwoody Public Works Department Director or his representative. The Proposal is referenced, attached and incorporated herein as Exhibit A, and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

### **1.     Services.**

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required Install Pipe 48" Storm Line Extension Drain Tie (Step1) Spalding Drive Project as described in its entirety to the specifications as directed by the Public Works Director or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required

by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

## **2. Compensation.**

a. Fee. In consideration for Services, Dunwoody shall pay a not to exceed price of \$58,408.84.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the Services provided under this Agreement.

## **3. Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

## **4. Term**

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2021. If the Service has not been completed by December 31, 2021, this Agreement shall automatically renew for the part of the year necessary to conclude the Service unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written thirty (30) days' notice to Company.

**5. Termination For Cause and For Convenience.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

**6. Compensation in Event of Termination.**

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

**7. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

**8. Standard of Performance and Compliance with Applicable Laws.**

Company represents that it possesses the skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company

agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof.

Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

#### **9. Conflicts of Interest.**

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar Services for other government sector clients during the term of this Agreement and realize no implications.

#### **10. Proprietary Information**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

**11. Insurance.**

Company agrees to indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

**12. Assignment.**

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

**13. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
Dunwoody City Hall  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

**With copies to:**

City Clerk  
Dunwoody City Hall  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

**If to the Company:**

Blount Construction Co., Inc.  
Attn: Mr. Alfred R. Tudela, Estimator/Project Manager  
1730 Sands Place  
Marietta, Georgia 30067

**14. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the



principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**15. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. Entire Agreement.** This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit A. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**CITY OF DUNWOODY, GEORGIA**

By: \_\_\_\_\_  
Eric Linton

Title: City Manager

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

Blount Construction Co., Inc.

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

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

Date of Execution \_\_\_\_\_

**EXHIBIT "A"****PROPOSAL AND SCOPE OF SERVICES****Scope Narrative:**

**Step 1:** Contractor is required to start at the storm manhole (backyard on 1029 Oakpointe Place) laying the new 48-inch RCP towards STR A-1. Depth of cut ranges from 20 feet at the manhole to approximately 13 feet at the new storm manhole (which ties the existing 24-inch outfall from existing STR A-1 to the newly installed 48-inch extension. Contractor will backfill as they go in approximately the same profile as existing berm between Spalding Drive and the fence line at 1029 Oakpointe Place. Soil conditions may require larger benching / layback. Contractor is responsible for trench safety per OSHA requirements (i.e. temp shoring, layback, etc.). Due to shallow burial depth of the existing gas mains (36 inches below existing grade to top of both mains), AGL expressed concerns about excessive construction loads that could damage the existing mains. Both AGL and Atlanta Water have requested equipment weights (fully loaded) to understand the loading on their respected facilities. There appears to be adequate width between the fence line and the gas mains to create a working platform for an excavator to operate. Some of the cut from the berm can be used in the shoulder to build up the grade over the gas mains during this stage of the operation.

Contractor to tie in the new 48-inch RCP to just short of the 12-inch high pressure gas main (excavate no closer than 5 feet from the 12-inch gas main).

NOTE: In the event unsuitable soils are encountered during the Work, Contractor will remove and dispose of said materials at an additional rate of \$50/CYD (10 CYD minimum per truckload).

**Plans:**

Reference attached sketches entitled: "Final sketch for storm revisions, STEP 1, 10.28.21" (8 sheets)

ProEstimate.NET

## Bid Report

Date: 11/12/2021

Time: 02:18:25 PM

Project: Spalding Dr Storm Phase 1

Project No.: 21-529

Location: Dunwoody Rd

Bid Date: 11/15/2021

Pay Item	Description	Quantity	Unit	Unit Price	Extension
1	General Conditions / Mobilization	1.000	L.S.	6,715.71	\$6,715.71
2	Traffic Control	1.000	L.S.	5,130.00	\$5,130.00
3	Grading Complete	1.000	L.S.	27,446.52	\$27,446.52
4	Erosion Control	1.000	L.S.	3,270.82	\$3,270.82
5	Demolition	1.000	L.S.	5,580.57	\$5,580.57
6	Storm	1.000	L.S.	10,265.22	\$10,265.22
	TOTAL:				\$58,408.84

Blount Constr.

# PROJECT NOTES LISTING

Project:	Spaulding Dr Storm- Phase 1	Project No.:	21-529
Location:	Dunwoody Rd	Bid Date:	11/15/2021

## PROJECT NOTE:

1. The notes and exclusions will become an attachment to any contract for the proposed work.
2. The prices quoted are subject to review after thirty (30) days.
3. We will supply performance and maintenance bonds for an additional one percent (1%).
4. The prices for this project are quoted as a unit. Please contact us before using any part separately.
5. The grading prices above are to subgrade elevations and Top of Footer elevations for building walls provided within the bid documents. Any additional excavation required below subgrade, whether in suitable or unsuitable material, shall be paid for in full as change order work.
7. Any additional erosion control measures required by the owner, general contractor, engineer and/or governing municipal inspectors will be an extra.
8. The prices quoted above do not anticipate any underground unforeseen conditions either natural or man-made. Any work needed to remedy such unforeseen conditions will be billed as extra.
9. Unsuitable soils are not included in the above base bid. These soils shall be priced and paid for as an extra as required. Wet soils will be considered unsuitable.
10. This estimate is based on the existing conditions as shown on the plans. If additional utilities are encountered during construction, then there will be an extra charge.
11. Night work not included
12. Blount Construction is not responsible for damage and or failure of existing asphalt.
13. All precast material will be provided by the City.
14. Project consist of installing a blind box from the 24" RCP to 48" RCP that will connect to an existing manhole. Existing manhole will be cored to accept a 48" Pipe. Existing manhole is presumed to have a 72" base to be able to accept an additional 48" RCP. If this is not the case, any additional work to remedy the situation will be extra.

## Exclusions:

Testing  
All Permits & Fees  
Hydrology Study  
Undercut  
Mass Rock / Trench Rock  
Hardscapes, Topsoil or Permanent Grassing  
Landscaping  
Precast Material

#50/cyd (60cyd Minimum)  
Get Cost/cyd ✓  
Remove/replace.  
#57 bedding included



CITY OF DUNWOODY

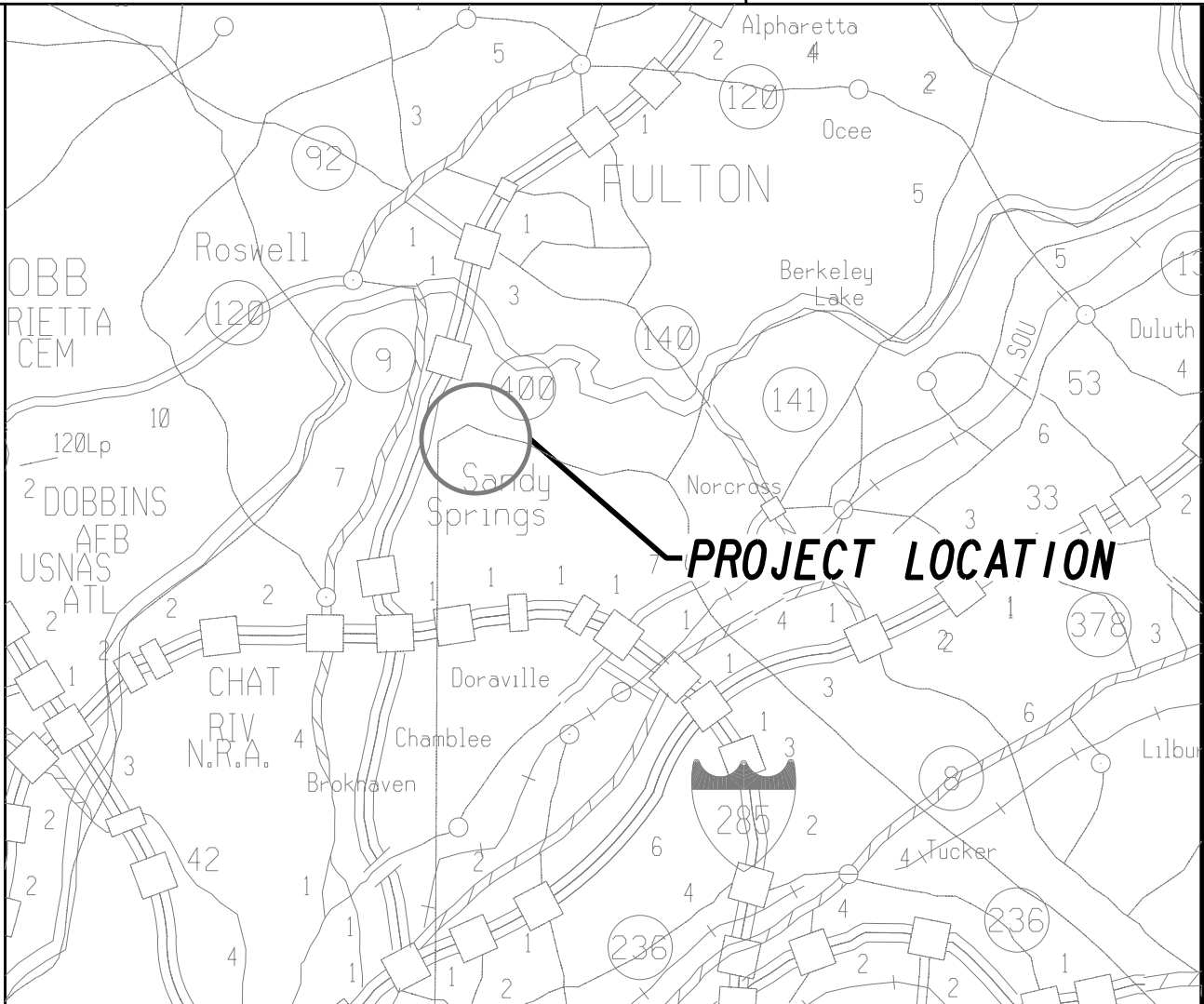
DEPARTMENT OF PUBLIC WORKS

PLAN AND PROFILE OF PROPOSED

SPALDING DRIVE AT

CHAMBLEE DUNWOODY ROAD

DEKALB COUNTY, GEORGIA



LOCATION SKETCH

DESIGN DATA:

TRAFFIC A.D.T.: 10,210 (2013)  
TRAFFIC A.D.T.: 15,125 (2033)  
TRAFFIC D.H.V.: 1,590/1,355  
DIRECTIONAL DIST: 50/50 DAILY  
% TRUCKS: 1.75%  
24 HR. TRUCKS %: 1.75%  
SPEED DESIGN: 35 MPH

SPALDING DRIVE  
FUNCTIONAL CLASS: MINOR ARTERIAL

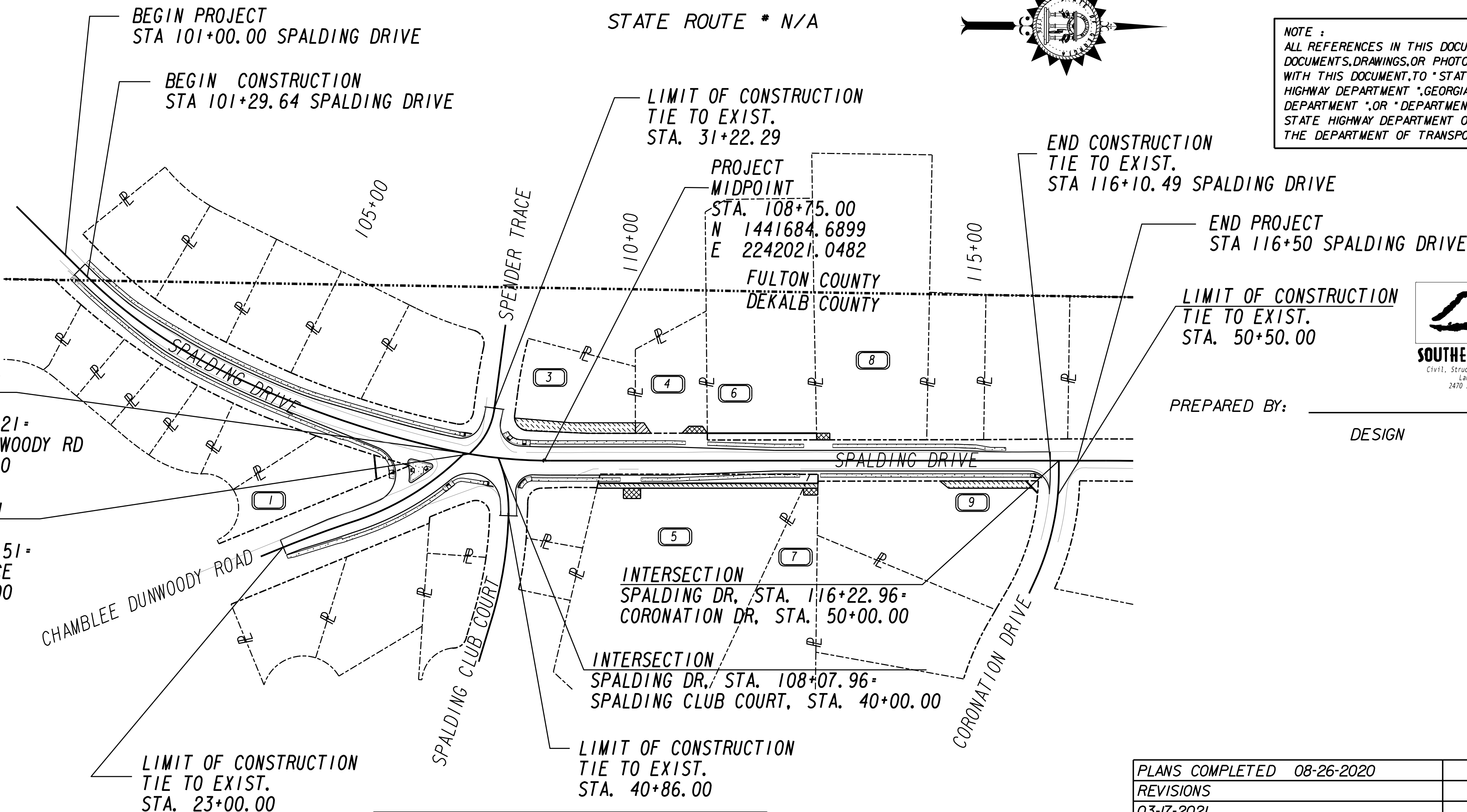
CHAMBLEE DUNWOODY ROAD  
FUNCTIONAL CLASS: MAJOR COLLECTOR

THIS PROJECT IS 100% IN  
DEKALB COUNTY AND IS  
100% IN CONG. DIST. NO. 6.

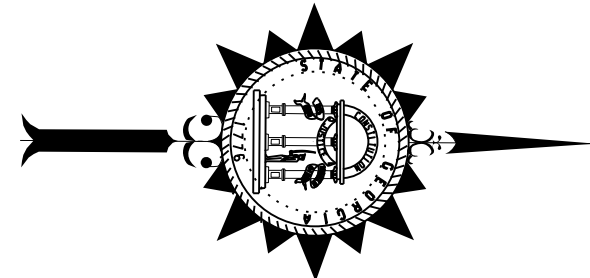
THIS PROJECT HAS BEEN PREPARED  
USING THE HORIZONTAL GEORGIA  
COORDINATE SYSTEM OF 1984 (NAD  
1983/94 WEST ZONE, AND THE NORTH  
AMERICAN VERTICAL DATUM (NAVD)  
OF 1988.

PROJECT TO BE CONSTRUCTED AS PER GEORGIA DEPARTMENT OF  
TRANSPORTATION STANDARD SPECIFICATION, 2013 EDITION, AS APPROVED  
BY THE FEDERAL HIGHWAY ADMINISTRATION AND AS MODIFIED BY CONTRACT DOCUMENTS.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY  
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON  
FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE  
SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT  
OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO  
SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



FEDERAL ROUTE \* N/A  
STATE ROUTE \* N/A

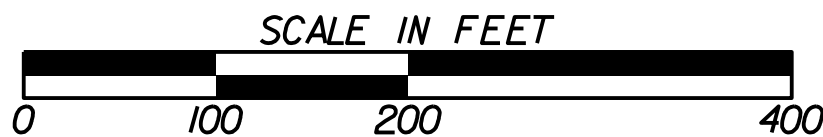


NOTE :  
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS,  
DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION  
WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE  
HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY  
DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE  
STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN  
THE DEPARTMENT OF TRANSPORTATION.



PREPARED BY: \_\_\_\_\_  
DESIGN

LENGTH OF PROJECT	DEKALB COUNTY No. 089
	Project No. 721-13-131
	MILES
NET LENGTH OF ROADWAY	0.294
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.294
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.294



PLANS COMPLETED 08-26-2020	
REVISIONS	
03-17-2021	
07-26-2021	

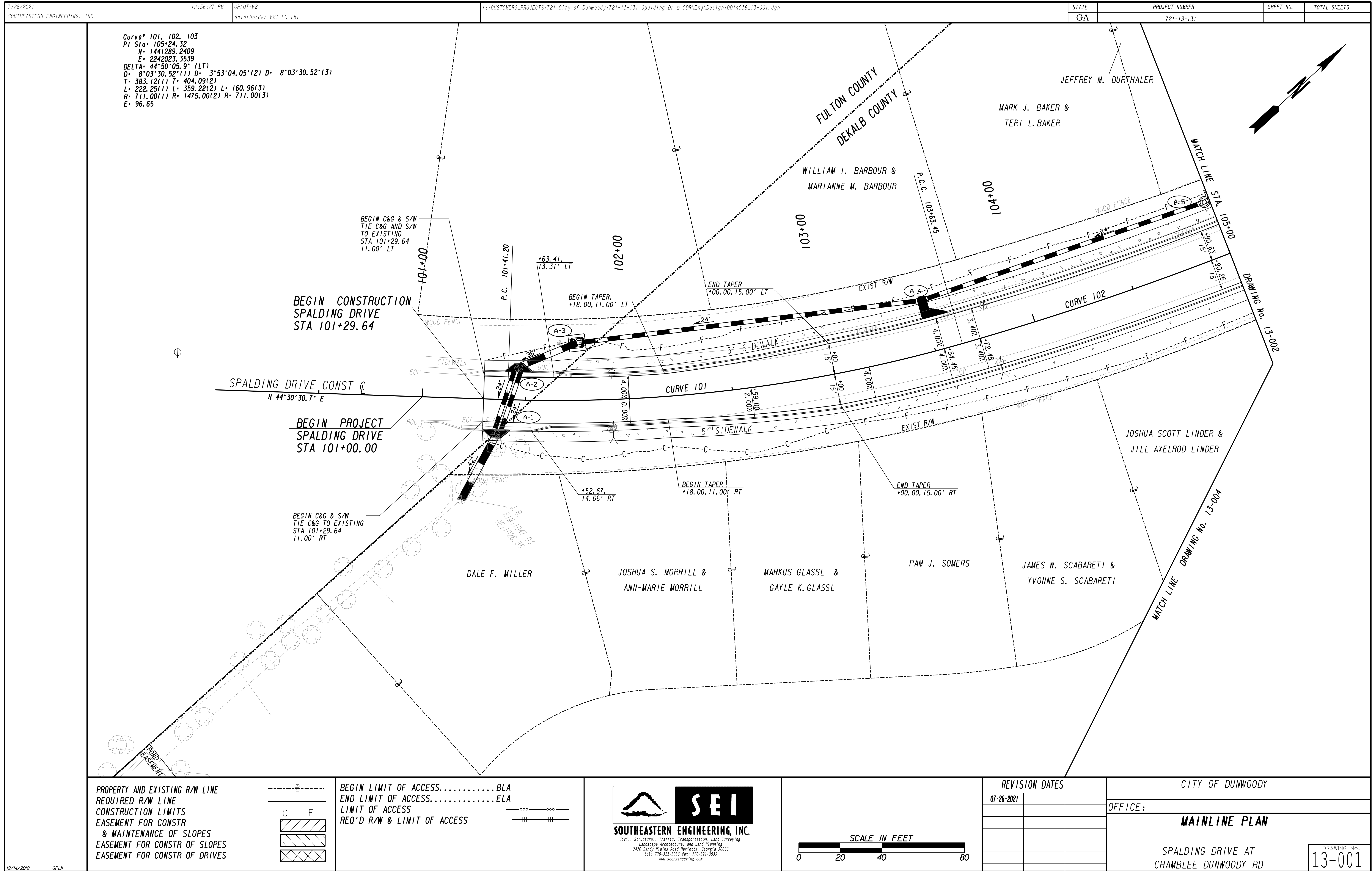
DRAWING No.  
01-001

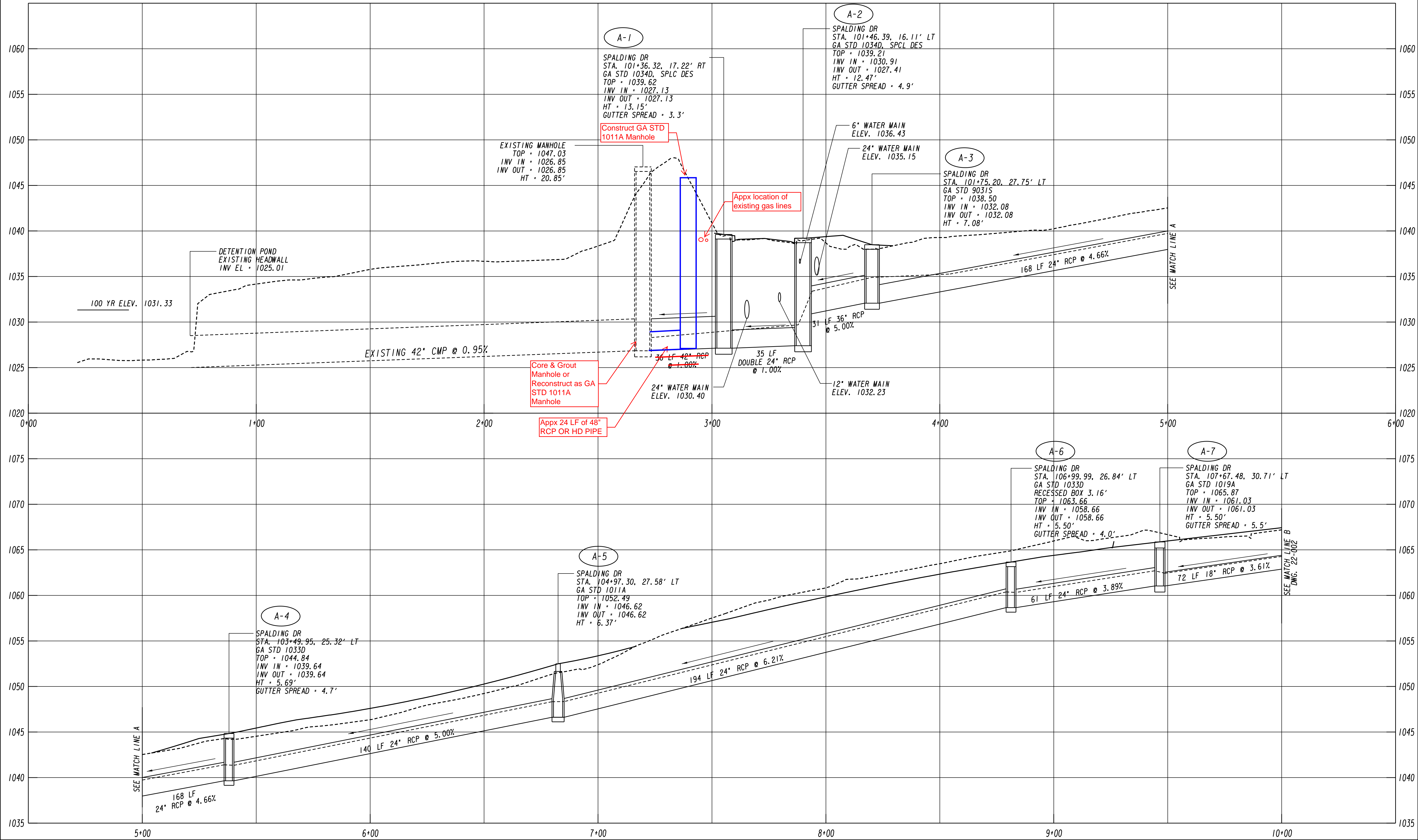




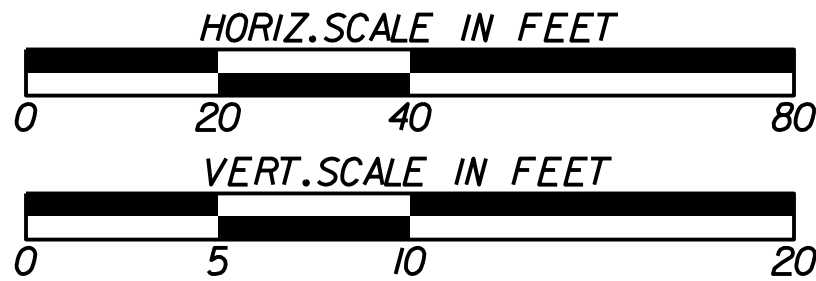








PHASE I - STORM REVISION



REVISION DATES		
07-26-2021		

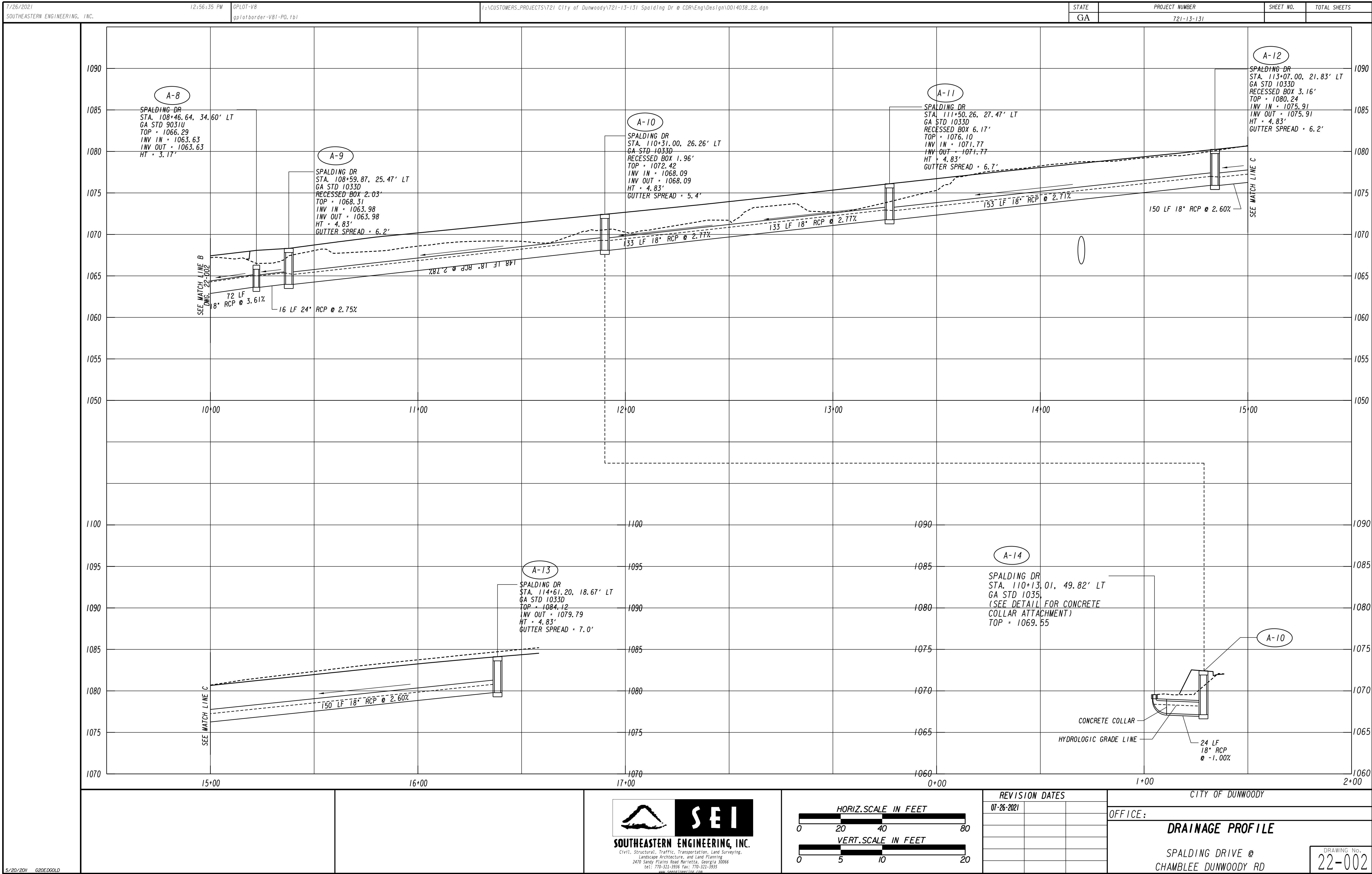
CITY OF DUNWOODY

OFFICE:

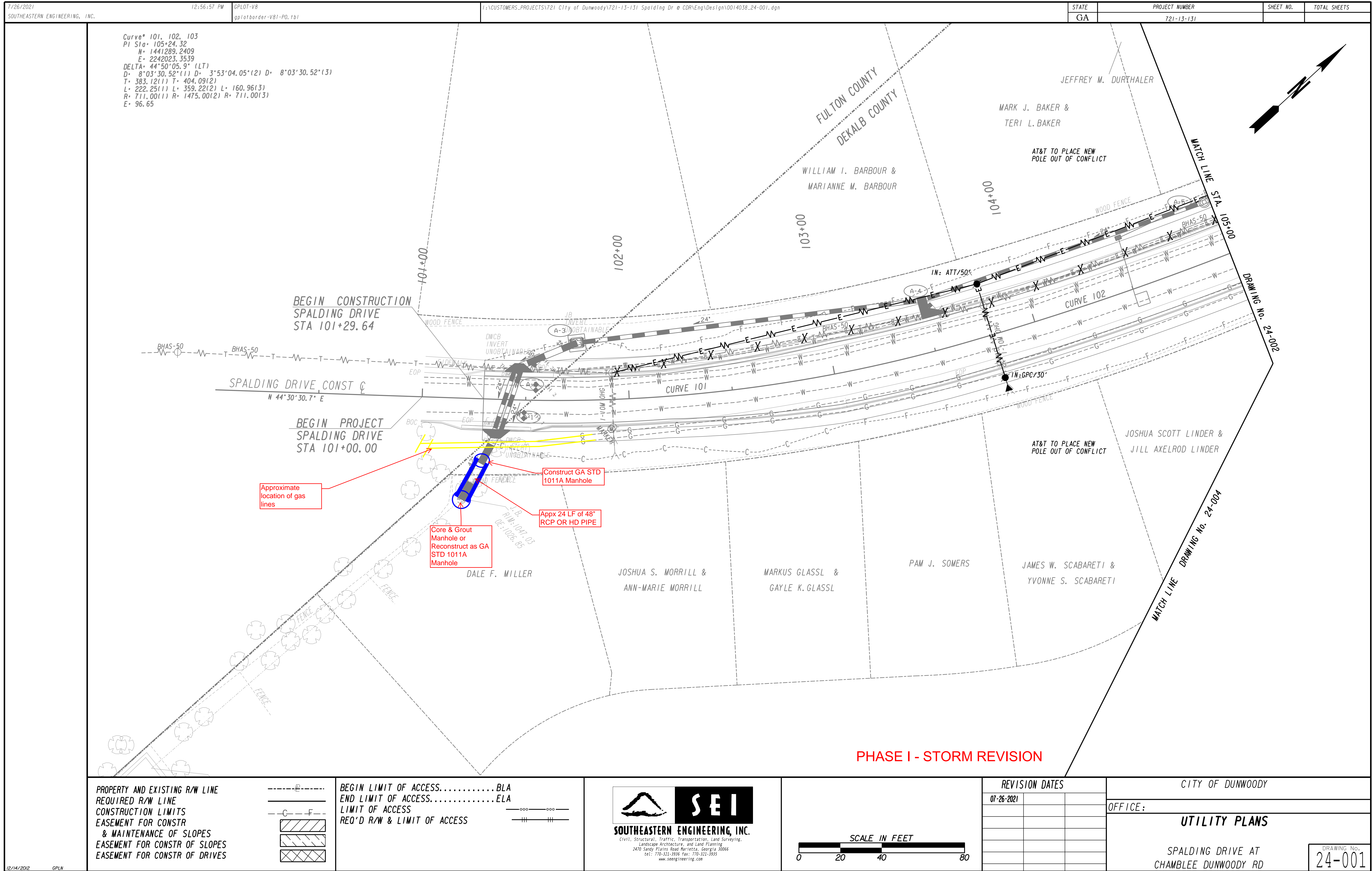
DRAINAGE PROFILE

SPALDING DRIVE @  
CHAMBLEE DUNWOODY RD

DRAWING No.  
22-001







**EXHIBIT "C"****CERTIFICATION OF SPONSOR****DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_  
 \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT D****INSURANCE REQUIREMENTS**

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with



liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

## *Affidavit Verifying Status*

### *For City Public Benefit Application*

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from \_\_\_\_\_ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 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: \_\_\_\_\_.

The undersigned applicant 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 O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: \_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an 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.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: