

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, November 20, 2023

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Arlene Beckles

A. Roll Call (recorded)**B. Citizen Input****C. Board Updates**

* Norcross Development Authority Update - Mark Klafter, Board Member

D. General Updates

Norcross 2045 Comprehensive Plan, Technical Summary - Jim Summerbell, Jacobs

E. Council- General Discussion**F. Board Appointments**

Mayor and Council will consider appointments to the following board, authority, or commission:

Discovery Garden Park Board (3 Vacancies / 3 Applications)

Norcross Public Arts Commission (1 Vacancy / 1 Application)

G. City Manager's Report**H. Items for Discussion****1. [23-6865](#)****Request for Community Funding from Casa Gwinnett**

A request for funding for a CASA event in the Community Center on February 10th, 2024.

[Agenda Report - Request for Community Funding from Casa Gwinnett](#)

[Community Sponsorship Application](#)

2. [23-6866](#)**Donation for Green Roof at Johnson Dean Park**

A recommendation to accept a donation of \$25,000 from Connie Weathers' nonprofit organization, Sustainable Norcross Inc., for the construction and maintenance of a Green Live Roof on the restrooms at Johnson Dean Park Forest Preserve.

[Agenda Report - Donation for Green Roof at Johnson Dean Park](#)

[Measure 30: Government Green Roof](#)

[Green Roof example - POND](#)

[Using Green Roofs to Reduce Heat Islands](#)

[Green Roofs - A Growing Trend](#)

3. [23-6867](#) **Cotton Gin Lease Extension**

The DDA would propose entering into a Second Amendment to the Intergovernmental Lease Agreement with the City for the leasing and management of the Cotton Gin. The Second Amendment would (i) extend the term of the Agreement for an additional five (5) years ending December 31, 2028, and (ii) change the name of the Premises, as defined in the Agreement, to the "Norcross Mercantile."

[Agenda Report - Cotton Gin Lease Extension](#)

[Cotton Gin Extension Agreement](#)
4. [23-6868](#) **Rental Contract for Norcross Cultural Arts & Community Center (Ballroom)**

A recommendation to approve the updated Cultural Arts & Community Center rental contract and schedule of fees starting January 1st, 2024.

[Agenda Report - Rental Contract for Norcross Cultural Arts & Community Center \(Ballroom\)](#)

[CACC Rental Packet](#)
5. [23-6869](#) **Mutual Aid Agreement Between All Gwinnett Agencies**

A recommendation to approve an updated mutual aid agreement between all Gwinnett law enforcement agencies.

[Agenda Report - Mutual Aid Agreement between Gwinnett Law Enforcement Agencies](#)

[1\) New Mutual Aid Agreement 2023](#)

[2\) Old Mutual Aid Agreement 2013](#)

[3\) Georgia Statutes 36-69-2...7\)](#)
6. [23-6871](#) **RFP PWUP 23-22 – Parks Shade Structures**

A recommendation to add the Park Shade Structures at Thrasher Park and Summerour Park to capital projects and to proceed with an RFP for advertisement for proposed shade structures.

[Agenda Report - RFP PWUP 23-22 - Parks Shade Structures](#)

[A1\) RFP 23-22 - Shade Structures](#)
7. [23-6872](#) **Contract Award for Annual Seasonal Color Container Services**

A recommendation to approve the award of a contract to The Garden Goddess, Inc. DBA Gardens By Design to perform annual seasonal color container services.

[Agenda Report - Contract Award for Annual Seasonal Color Container Services](#)

[Request for Proposals - PWUP 23-16](#)

[Proposal - The Garden Goddess, Inc. DBA Gardens By Design](#)

[Proposal Responsiveness](#)

[Draft Contractual Agreement - Seasonal Annual Container Services](#)

8. [23-6873](#)

Contract Award for Stormwater Pipe Replacement

A recommendation to approve the award of a contract for stormwater pipe replacements to two contractors, DAF Concrete, Inc. for four locations and Blount Construction Company for one location.

[Agenda Report - Contract Award for Stormwater Pipe Replacement](#)

[A1\) ITB 23-15](#)

[A2\) Location Maps of Stormwater Pipes to be Replaced](#)

[A3\) Bid & Contract Agreement with DAF Concrete, Inc.](#)

[A4\) Bid & Contract Agreement with Blount Construction Company, Inc.](#)

9. [23-6874](#)

Mitchell Road Pipe Replacement Contract Award

Approve the recommendation to award the Mitchell Road stormwater pipe replacement contract to Blount Construction Company, Inc.

[Agenda Report - Mitchell Road Pipe Replacement Contract Award](#)

[A1\) ITB 23-17](#)

[A2\) Mitchell Road Location Map](#)

[A3\) Bid & Contract Agreement with Blount Construction Company, Inc](#)

10. [23-6875](#)

2023 SPLOST Road Resurfacing

A recommendation to approve staff to move forward with the issuance of an Invitation to Bid (ITB) for the 2023 SPLOST Streets Improvement Project.

[Agenda Report - 2023 SPLOST Road Resurfacing](#)

[List of Roads to be Resurfaced](#)

[Pavement Condition Analysis Prioritized List](#)

11. [23-6830](#)

Amendment to Insurance Licenses Ordinance

Amend Sections 16-181 through 16-187 of the Norcross Code of Ordinances to base insurance license fees on the city's growing population, as provided for in the Official Code of Georgia.

[Agenda Report- Insurance License Fee Ordinance](#)

[Existing Ordinance Proposed Amended](#)

[Ordinance Proposed Amended Ordinance](#)

12. [23-6853](#)**Lions Club Park Parking**

Investigate the feasibility of adding additional parking on what is currently called Lions Club Park, move sidewalks, and expand greenspace if able.

[Agenda Report - Lions Club Park Parking](#)

13. [22-6595](#)**Hiring and Promotion Policy Discussion**

Discuss Hiring and Promotion policies and practices.

[Agenda Report - Hiring and Promotion Policy Discussion - Update](#)

[Reclassification Policy](#)

[Hiring Process Flow Chart](#)

14. [23-6876](#)**Review and Revision of Charter Language**

Review changes and revisions to the Norcross City Charter as suggested by the city attorney's office.

[Agenda Report - Review and Revision of Charter Language](#)

[Part I Charter & Related Laws - Tracked Changes](#)

I. Adjourn to Executive Session for Personnel, Real Estate, or Legal

J. Signed by: _____ Mayor Craig Newton

K. Attest: _____ Monique Philip, City Clerk



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6865	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Request for Community Funding from Casa Gwinnett		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Request for Community Funding from Casa Gwinnett](#)
2. [Community Sponsorship Application](#)

Title
Request for Community Funding from Casa Gwinnett

Drafter
Ruthy Paul
Ericka McClam-Program Director



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Ruthy Lachman Paul, representing CASA Gwinnett County

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23- 6865

Title: Request for Community Funding from CASA Gwinnett

CC: Eric Johnson, City Manager

Recommendation

A request for funding for a CASA event in the Community Center on February 10th, 2024.

Background

Gwinnett County CASA volunteers make sure that a child's basic rights and essential needs are not overlooked or ignored by the system. I am proud to serve as a volunteer for Gwinnett CASA. The goal of Gwinnett County CASA is to ensure that children have their medical, dental, educational, and therapeutic needs met. This is a mission that each volunteer commits to, and our goal is to celebrate and honor this commitment. The funds requested will benefit the volunteers who make Gwinnett County CASA work. These volunteers, who spend countless hours of their time supporting the organization's goals and mission, this mission is aimed at helping make sure basic rights and essential needs are not overlooked or ignored by the system.

Financial Impact – up to \$5355.00

Consistent with a Comprehensive Plan? (If applicable, please select which goal applies)

Yes. As is in line with the City of Norcross' goal to maintain a vibrant economy and continue to facilitate job growth Norcross businesses.

Next Steps- Approval, at the Mayor and Council Meeting, Monday, December 4th, 6:30 PM

Attachments - Community Sponsorship Application

Update N/A

City of Norcross Community Request for Funding Form

Please complete the following form, giving as much information as possible.

Section 1: Contact Information

Name of organization:	Ruthy Lachman Paul, representing CASA Gwinnett County
Address:	Ruthy Lachman Paul 570 Longview Dr Norcross, GA 30071
Main contact:	Ruthy Lachman Paul
Position in organization:	Gwinnett CASA Volunteer
Address (if different from above):	CASA Gwinnett County Address 115 Stone Mountain Street Lawrenceville, Georgia
Email:	RuthyLP@outlook.com
Daytime telephone number:	+1(856) 776-6062

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes ☐ No ☒

As an affiliate of Georgia CASA, Inc., Gwinnett County CASA can receive designated pass-through funding via Georgia CASA. Enclosed is Georgia CASA's 501c3 letter.

If no, does your organization have a constitution/ rules which it follows? Yes* ☐ No ☐

*If yes, please include a copy in your application.

Attachment: Community Sponsorship Application (23-6865 : Request for Community Funding from Casa Gwinnett)

2.2 Who does this organization support/benefit?

You can make the difference in the life of a child by supporting Gwinnett County CASA volunteers. Gwinnett County CASA volunteers are court-appointed special advocates whose sole mission is to advocate for the children in an overburdened foster care and child welfare system.

CASA volunteers make sure that a child's basic rights and essential needs are not overlooked or ignored by the system. I am proud to serve as a volunteer for Gwinnett CASA. The goal of Gwinnett CASA is to ensure that children have their medical, dental, educational, and therapeutic needs met.

The funds requested will benefit the volunteers who make CASA Gwinnett work. These volunteers, who spend countless hours of their time to support the organization's goals and mission, This mission is aimed at helping make sure basic rights and essential needs are not overlooked or ignored by the system.

Note: City of Norcross seeks to support charities, non-profit organizations and community groups whose impact pursues to provide positive community development but will view any application form on a case by case basis.

2.3 What are the aims of this organization and what kind of activities/projects does it run?

Gwinnett CASA believes that every child deserves to be treated with dignity and respect. The aim of Gwinnett CASA is to obtain safety for every child in our care and to provide each child with the opportunity to thrive in a loving family. We advocate for the best interests of every child and place primary importance on providing for the medical, dental, educational, and therapeutic needs of each child.

2.4 Description of how the Donation Request Amount will be of benefit to the Norcross

Community? The main goal of the funding proposal is to enable the city of Norcross and the Gwinnett CASA

volunteers to reap mutual benefits. We plan to do both by patronizing the city's vendors and businesses. We will aim to exclusively purchase from and utilize local Norcross businesses.

We are asking for a donation so that the Gwinnett CASA volunteers have the chance to socialize with one another, get to know their fellow volunteers, and enjoy the successes that come from their advocacy work. By providing us with funding for this appreciation event on 10 February, 2024, the city of Norcross will achieve both goals.

Section 3: The Need

3.1 How much funding is the organization requesting for the Donation?

We are requesting \$5,355.00

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization? Yes X No

If yes, please explain the current sponsorship display format: (Example: City of Norcross Logo in the weekly bulletin?) on the invention and display on the event.

Section 4: Confirmation

For our information, please specify where you heard about City of Norcross funding initiative: Council members

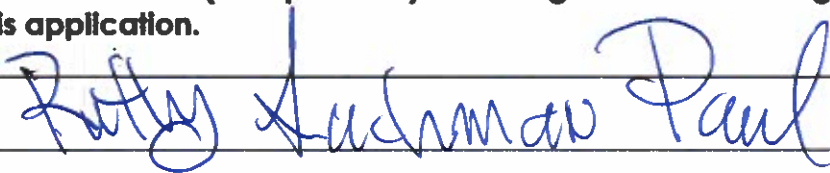
For us to process your application please ensure you have:

- Answered all questions on this form
- Signed the form
- Enclosed a copy of your constitution/non-profit designation if necessary

By signing below, you are confirming:

- You have read and understood the City of Norcross Funding Request Guidelines.
- All the information supplied in this donation application is correct.
- The Management Committee (or equivalent) of the organization have agreed to the submission of this application.

Signature:



Print name:

Ruthy Lachman Paul

Date:

11/9/2023

City of Norcross Administrator only:

Verifies that a City of Norcross Admin has reviewed this application form.

Signature:

Print name:

Date:

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: JAN 25 1993

Employer Identification Number:
58-1792382

Contact Persons:

JAMES ST. JULIEN

Contact Telephone Number:
(404) 331-0171

GEORGIA COURT APPOINTED SPECIAL
ADVOCATES INC
1900 EMEKY ST SUITE 308
ATLANTA, GA 30318

Our Letter Dated:
September 21, 1988
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

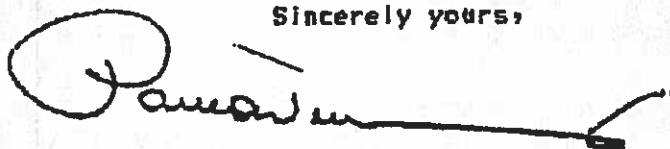
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Paul Williams
District Director

Attachment: Community Sponsorship Application (23-6865 : Request for Community Funding from Casa Gwinnett)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6866	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Donation for Green Roof at Johnson Dean Park		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Donation for Green Roof at Johnson Dean Park](#)
2. [Measure 30: Government Green Roof](#)
3. [Greenroof example - POND](#)
4. [Using Green Roofs to Reduce Heat Islands](#)
5. [Green Roofs – A Growing Trend](#)

Title

Donation for Green Roof at Johnson Dean Park

Drafter

Antonio Harris



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Antonio Harris Community Development & Planning Director

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23- 6866

Title: \$25,000 Donation for Green Roof at Johnson Dean Park

CC: Eric Johnson, City Manager

Recommendation: Approval to accept the donation of \$25,000 from Connie Weathers' nonprofit organization Sustainable Norcross Inc.

Background: Connie Weathers' nonprofit organization, Sustainable Norcross Inc., wishes to donate \$25,000 with restrictions to the construction and maintenance of a Green Live Roof that meets the criteria of the Atlanta Regional Commission, Green Communities Program. The new Green Live Roof would be constructed on the restrooms at Johnson Dean Park Forest Preserve.

In addition, the green roof would be installed as part of the Johnson Dean Park Forest Preserve implementation, whose master plan has been submitted. A green roof was considered during the formulation of the master plan and offers a fitting location for this demonstration project.

Financial Impact: No financial impact on the city.

Consistent with Comprehensive Plan? This project is consistent with Goal 1: "Continues to define Norcross' sense of place, and Goal 2: Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment.

Next Steps: Review restroom roof construction costs in RS Means and reach out to companies specializing in green roof construction for a pricing quote. Mayor & Council to vote at the December 6 regular meeting on accepting the donation.

Attachments

Measure 30: Government Green Roof

Green Roof example - POND

Using Green Roofs to Reduce Heat Islands

Green Roofs – A Growing Trend

Update



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6867	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Cotton Gin Lease Extension		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Cotton Gin Lease Extension](#)
2. [Cotton Gin Extension Agreement](#)

Title
Cotton Gin Lease Extension

Drafter
Jim Eyre



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Downtown Development Authority of the City of Norcross (“DDA”)

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23-6867

Title: Cotton Gin Lease Extension

CC: Eric Johnson, City Manager

Recommendation – The DDA would propose entering into a Second Amendment to the Intergovernmental Lease Agreement with the City for the leasing and management of the Cotton Gin. The Second Amendment would (i) extend the term of the Agreement for an addition five (5) years ending December 31, 2028, and; (ii) change the name of the Premises, as defined in the Agreement, to the “Norcross Mercantile”.

Background – The City entered into an Intergovernmental Lease Agreement with the DDA on August 3, 2013 to Lease the Cotton Gin to the DDA to “subdivide, improve and sublease the property to third party businesses for use as commercial and professional businesses”. The City and DDA entered into the First Amendment to the Agreement on August 14, 2018 to extend the term thru August 2018 and further define the responsibilities of each party with respect to the maintenance and repair of the Premises.

The DDA has successfully subleased the Premises to commercial and professional businesses and managed the property with a contract operations manager (Will Shipley) to coordinate improvements, repairs, and Sub-Tenant lease obligations. The DDA has currently subleased the Premises to (i) The Local Peach, a restaurant and market; (ii) NXVinyl, a vintage vinyl record store; (iii) The Lash Girl, a certified eyelash extension salon; (iv) PrintSolver, a commercial printer; (v) Garden Salon, a professional hair stylist; (vi) Insignia Promo, providing marketing and promotional materials, and; (vii) The BAIG Firm, a law firm.

Financial Impact – There will be no change to the responsibilities of the City and the DDA with respect to the maintenance and repair of the Premises as currently defined in the Agreement.

Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Goal 4: Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Next Steps: The City and DDA will execute a mutually acceptable Second Amendment to the Intergovernmental Lease Agreement to document the extension of the Term and name change.

Attachments: 1. Draft Second Amendment to Intergovernmental Lease Agreement

Update

SECOND AMENDMENT TO
THE AUGUST 5, 2013 AGREEMENT
REGARDING THE NORCROSS MERCANTILE PROPERTY F/K/A THE COTTON GIN

THIS SECOND AMENDMENT TO THE AUGUST 5, 2013 AGREEMENT REGARDING THE NORCROSS MERCANTILE PROPERTY F/K/A THE COTTON GIN (hereinafter the "Second Amendment"), is made this _____ day of _____, 2023, by and between the **CITY OF NORCROSS**, a political subdivision of the State of Georgia, (hereinafter referred to as "NORCROSS") and the **Downtown Development Authority of the City of Norcross**, a public body, corporate and politic, created pursuant to O.C.G.A. § 36-42-1 et seq. (hereinafter the "DDACN").

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years with any county, municipality, or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, NORCORSS and the DDACN entered into a certain INTERGOVERNMENTAL LEASE AGREEMENT on August 5, 2013 (the "August 5, 2013 Cotton Gin Lease") regarding certain real property and facilities identified therein as the "Norcross Mercantile Premises" which the DDACN leased for a term of five (5) years, with the parties having the option to renew said lease for an additional term of five (5) years; and

WHEREAS, NORCROSS and the DDACN entered into that certain First Amendment to the August 5, 2023 Cotton Gin Lease, dated August 14, 2018, which terms and conditions of the First Amendment are incorporated herein by reference (collectively the "Amended August 5, 2013 Cotton Gin Lease");

WHEREAS, NORCROSS has agreed to renew the Amended August 5, 2013 Cotton Gin Lease to the DDACN for an additional five (5) years, pursuant

Attachment: Cotton Gin Extension Agreement (23-6867 : Cotton Gin Lease Extension)

to the terms and conditions provided in the Amended August 5, 2013 Cotton Gin Lease as amended by this Second Amendment;

WHEREAS, the DDACN has enacted a resolution, with the support of NORCROSS, to rename the Premises to the "Norcross Mercantile";

NOW, THEREFORE, for and in consideration of the Norcross Mercantile Premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NORCROSS and the DDACN do hereby agree as follows:

1. RENEWAL:

NORCROSS and the DDACN hereby agree to renew the Amended August 5, 2013 Cotton Gin Lease to the DDACN for an additional five (5) years, pursuant to the terms and conditions provided in the Amended August 5, 2013 Cotton Gin Lease as amended by this Second Amendment.

2. PREMISES:

This Second Amendment is for the lease of certain real property, identified in the Amended August 5, 2013 Cotton Gin Lease as the "Premises" and in this Second Amendment as the "Norcross Mercantile Premises." From the effective date of this Second Amendment forward, the Premises shall hereafter be referred to as the "Norcross Mercantile Premises", and all prior references to the Cotton Gin and the Cotton Gin Premises shall be understood to refer to the Norcross Mercantile and the Norcross Mercantile Premises.

3. EFFECTIVE DATE:

The effective date of this Second Amendment shall be the date inserted hereinabove that this Second Amendment is approved by NORCROSS and the DDACN.

4. TERM:

The term of this Second Amendment shall begin on the first day of the month following the effective date of this Second Amendment, which

shall be no later than December 31, 2023, and shall terminate on the fifth (5th) anniversary of said date, unless sooner terminated as hereinafter provided.

5. EARLY TERMINATION:

The DDACN may terminate this Second Amendment before the expiration date of the term by:

- (a) Giving NORCROSS written notice, plus
- (b) Returning building in an undamaged condition.

(Normal wear and tear accepted).

NORCROSS may terminate this Second Amendment before the expiration of the term by giving the DDACN ninety (90) days prior written notice.

6. HOLDOVER:

The DDACN shall deliver possession of the Norcross Mercantile Premises in good order and repair to NORCROSS upon termination or expiration of this Second Amendment.

7. RIGHT OF ACCESS:

It is mutually agreed that beginning on the above-stated date and continuing until the termination of the Second Amendment, NORCROSS will be provided access to the Norcross Mercantile Premises, including the building located thereon. It is further mutually agreed that such access and use will in no way interfere with the use of the building by the DDACN or any Sub-Tenants in the Norcross Mercantile Premises for the remaining period of the Second Amendment.

8. NO WAIVER:

The failure of NORCROSS to insist upon strict compliance with the terms of this Second Amendment shall not constitute a waiver of any violation.

9. REMEDIES CUMULATIVE:

All remedies under this Second Amendment or by law or equity shall be cumulative. If a suit for any breach of this Second Amendment establishes a breach by the DDCAN, the DDCAN shall pay all expenses incurred in connection therewith including, without limitation, actual attorney's fees.

10. NOTICES:

Any Notice required by this Second Amendment shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail to the address listed below:

NORCROSS:	City Manager City of Norcross 65 Lawrenceville Street Norcross, Georgia 30071
DDCAN:	Chairman, Board of Directors c/o County Clerk City of Norcross 65 Lawrenceville Street Norcross, Georgia 30071

11. ABANDONMENT:

NORCROSS shall have the right to store or dispose of any property remaining on the Norcross Mercantile Premises after the termination of the Second Amendment. Any such property shall be considered NORCROSS property and title thereto shall vest in Norcross.

12. ENTIRE AGREEMENT

This Second Amendment and the Amended August 5, 2013 Lease Agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

13. CONFLICTS:

In the event of any conflict in the terms of the Second Amendment and the Amended August 5, 2013 Lease Agreement, the terms of the Second Amendment shall prevail.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized the day and year first above written.

ATTEST:

CITY OF NORCROSS

By: _____
MONIQUE Philip, CITY CLERK

By: _____
CRAIG NEWTON, MAYOR

(SEAL)

**DOWNTOWN DEVELOPMENT
AUTHORITY OF
THE CITY OF NORCROSS**

By: _____
SECRETARY

By: _____
JIM EYRE, CHAIRMAN

(SEAL)

Attachment: Cotton Gin Extension Agreement (23-6867 : Cotton Gin Lease Extension)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6868	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Rental Contract for Norcross Cultural Arts & Community Center (Ballroom)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Rental Contract for Norcross Cultural Arts & Community Center](#)
2. [CACC Rental Packet](#)

Title

Rental Contract for Norcross Cultural Arts & Community Center (Ballroom)

Drafter

Melissa Zeigler



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Melissa Zeigler, Downtown Manager | Cultural Arts & Tourism Director

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23- 6868

Title: Rental Contract for Norcross Cultural Arts & Community Center

CC: Eric Johnson, City Manager

Recommendation

Approve updated Cultural Arts & Community Center rental contract and schedule of fees, effective January 1st, 2024.

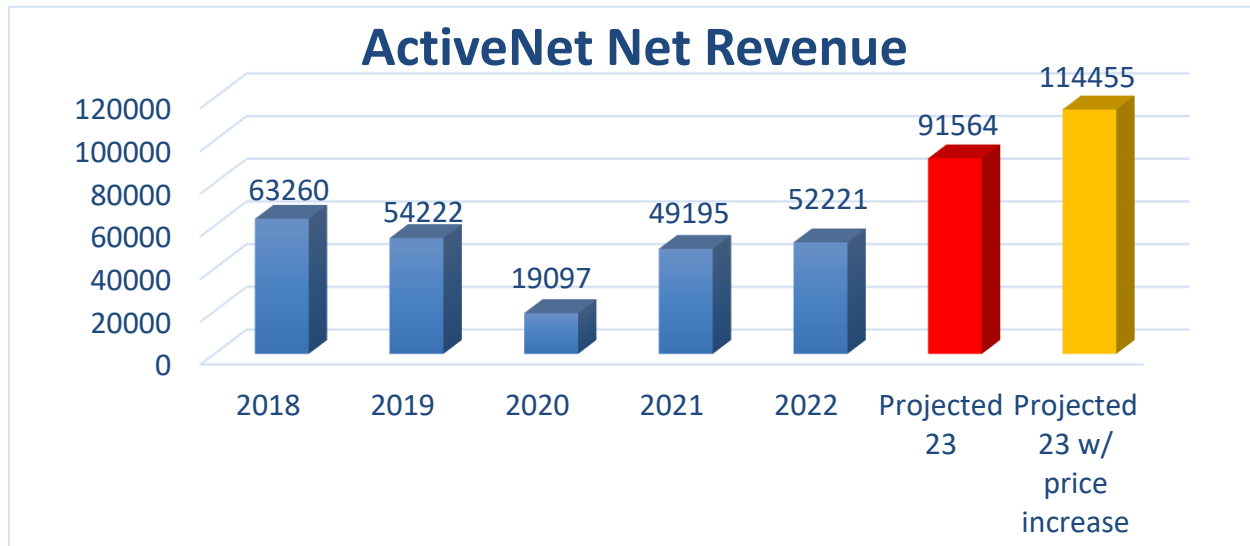
Background

As part of the FY 24 budget process, there was a recommendation to increase fees approximately 25 percent to largely offset the cost of converting an existing position from part time to full time.

While it is not known when these fees were last adjusted, the proposed fees are comparable to other rental venues in the county.

Financial Impact

The changes are expected to increase Cultural Arts & Community Center revenue by approximately \$23,000 in the coming year.



Consistent with Comprehensive Plan?

Goal 6: Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

Implement the new contract and fees starting January 1st, 2024.

Attachments: CACC Rental Packet

NORCROSS CULTURAL ARTS & COMMUNITY CENTER RENTAL FACILITIES



Norcross Cultural Arts & Community Center (NCACC) Rental Facilities

The City of Norcross is pleased to provide a facility for our citizens and friends that is affordable, convenient and an uniquely attractive space for their events.

The Norcross Cultural Arts and Community Center has a suite of five (5) rental rooms and a Banquet Room with a caterer's kitchen.

The facility is wheelchair accessible.

The facility's hours for rentals are from 9 am to 10pm on Sunday, Monday, Tuesday, and Thursday.

9am to 11pm on Friday and Saturday.

We close at 4pm on Wednesday.

Office hours for tours are Monday through Friday 9 am to 4 pm by appointment.

Norcross Banquet Hall

The Norcross Banquet Room is the perfect place for your event. It is both affordable and elegant.

A ceiling to floor bank of windows overlooking the beautiful fountain and landscaping of

Lillian Webb Park makes the hall a scenic and beautiful backdrop for any event.

Included with rental are up to thirteen (13) 72" round tables that can easily seat up to ten (10) people per table.

The banquet hall provides a caterer's kitchen with a freezer and refrigerator, an icemaker, bartender's sink, warmer, microwave and coffeemaker. Microphones and audio-visual equipment, a speaker's lectern, and a projector screen are available. If you have special connection requirements besides HDMI those must be furnished by the renter.

The maximum seating available for the room is limited to 150. The room's full capacity is 180 occupants.

In addition to the round tables, there are twenty (8) 2.5'x8' banquet tables that may be used as supplemental seating or buffet tables, seven (7) 2.5'x6' which is often used as a sign in table.

There are five (5) high-boy style, round cocktail tables.

The maximum number of chairs provided is 150. If additional chairs are required, they must be rented elsewhere.

Table linens are not included with rental and are the responsibility of the renter.

Rental Rooms

The Norcross Cultural Arts Center houses 5 (five) rental rooms.

Each one of them provides a uniquely suitable and affordable space for any for your business, classroom or conference needs.

Free wi-fi is available and accessible in all rooms.

The Summerour Conference Suite

This is the perfect place for your conference sessions.

The room is equipped with a kitchenette with sink, a microwave, and a

Keurig (provide your own supplies). It also serves well as a bride's

room since there is an attached suite with a changing area and

bathroom. The main boardroom table seats 10, chairs for an

additional 10 can be provided.

Athletic Room

Meeting Room 1 has hardwood flooring and a television with DVD player. It serves well for any classes that involve physical activity.

Holds up to 20 people.

Meeting Room 2

(Classroom)

Meeting Room 2 provides a whiteboard and student seating which make it a good classroom setting. It would be a good choice for any training session. Seats up to 20.

Meeting Room 3

(Classroom)

Meeting Room 3 is a lecture room that includes a whiteboard, screen, and seating for up to 25.

Meeting Room 5

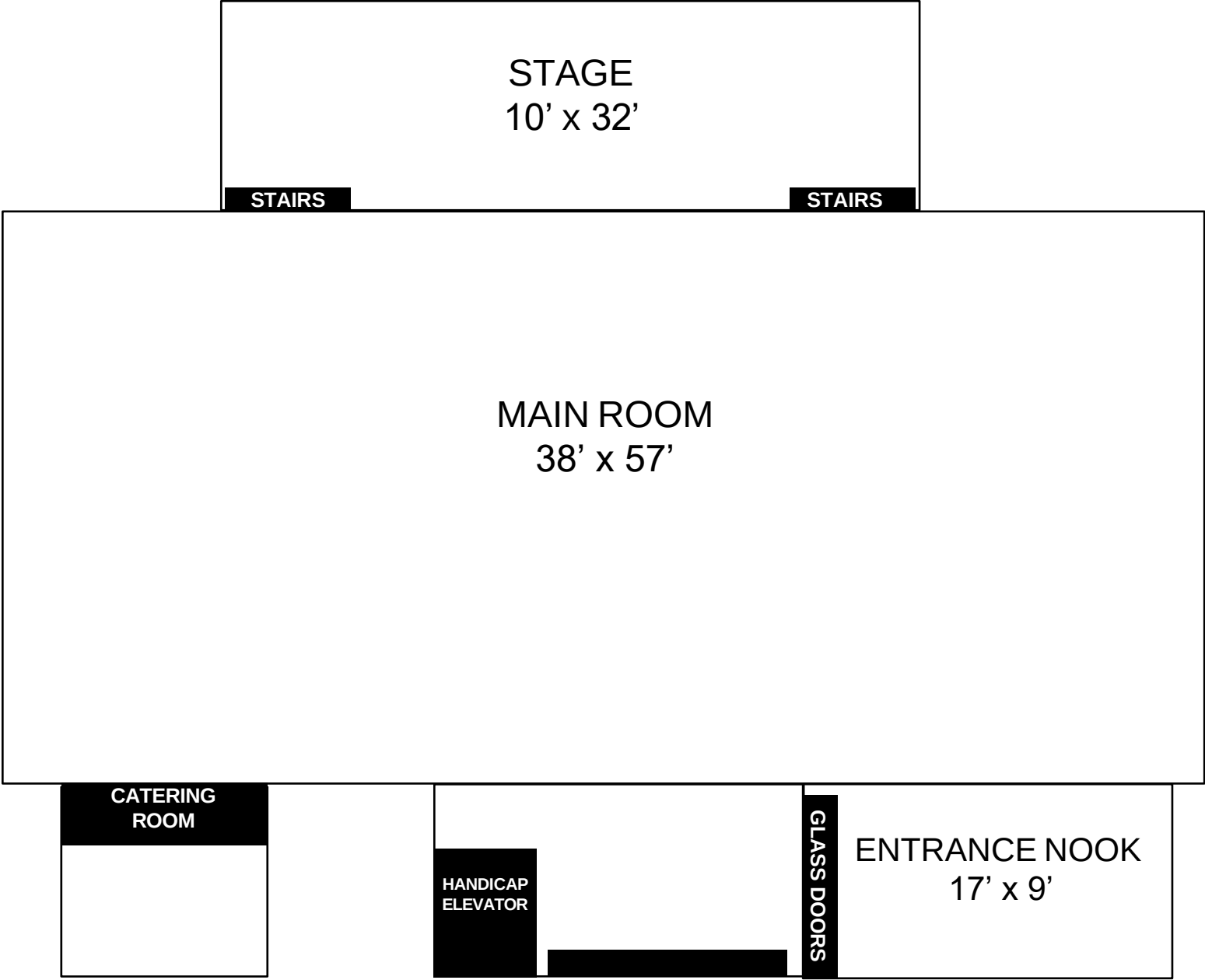
(Classroom)

Meeting Room 5 is another lecture-type classroom with student seating and whiteboard that makes this room an additional option or supplemental space for your classroom sessions. Seating for up to 30 is provided.

RENTAL FEE SCHEDULE**Norcross Banquet Hall***(A minimum rental of 2 hours)***\$125 per Hour***A \$200.00 cleaning/damage deposit is required.**This deposit is refundable upon satisfactory inspection by NCACC staff.***Rental Rooms***(A minimum of 2 hours rental is required on all room rentals)*

	Summerour Conference Suite	Room 1	Rooms 2-5
Daytime Rentals (8 a.m. - 5 p.m. M - F)	\$25/hr	\$20/hr	\$20/hr
Nights/Weekends	\$35/hr	\$30/hr	\$30/hr

NORCROSS CULTURAL ARTS CENTER BANQUET HALL DIMENSIONS



Attachment: CACC Rental Packet (23-6868 : Rental Contract for Norcross Cultural Arts & Community

RENTAL POLICIES

1. Deposits
 - a. Norcross Ballroom requires a \$200.00 cleaning/damage deposit.
 - b. Deposits will be refunded only if the NCACC staff is satisfied of the venue's condition.
 - c. All cleanup is the responsibility of the renter, and the renter is required to furnish all cleaning materials.
 - d. If the staff is not satisfied, the group will lose the portion of the deposit that would cover any repair and/or cleanup costs.
 - e. If damages and/or clean-up costs are more than the deposit, the group will be billed for the difference.
 - f. Groups will not be allowed to use the City of Norcross facilities until all additional damage fees are paid.
 - g. Each facility will follow a checklist to document the condition of the building before and after the group is finished. (indoor)
 - h. The checklist will be derived from the rules and regulations of that specific facility and will be completed with the user present. Customer will get the checklist ahead of time.
 - i. The Facility Use Agreement must be completed at the time the reservation is made.
2. Fees
 - a. Day fees will be charged for groups using a facility during its regular hours of operation.
 - b. Night/weekend fees will be charged for groups using a facility outside of its regular hours of operation.
 - c. All fees, including the deposits, must be paid upon approval of the Facility Use Agreement.
 - d. All fees are based on two-hour minimum use. There will be no prorated fees for time not used.
 - e. Hours of use are requested upon completion of the use agreement. Any time a group stays beyond the hours requested, will result in charges for another one-hour minimum use.
 - f. Fees must be paid by cash, check, VISA, MC, AMEX.
3. Facility Availability
 - a. The facilities and the surrounding park areas must be vacated no later than 11:30 PM.
 - b. Requests for use may not be guaranteed inside of 10 business days.
 - c. Requests for use will not be granted to groups that have exhibited unacceptable conduct during previous rentals at that building or any other City of Norcross facility.
 - d. City facilities will not be available when a City of Norcross program or approved activity is being conducted.
 - e. The City reserves the right to deny requests for facility use on City recognized holidays.
4. Staffing
 - a. Reserved hours after the regular hours of operation will require a minimum labor surcharge of 15.00 per hour which are based on the minimum use of 2 hours and are reflected in the established fees.
 - b. Full time and/or Part time department staff member(s) must be present during rentals of facility. (Exception: rentals by City of Norcross employees.)
5. Staff Responsibility/Authority

Staff must be present during all use except rentals by City of Norcross employees.

 - a. Attending staff members are only present to assist the user. They will not be responsible for nor permitted to assist in any set up or cleanup for the group regarding the function.
 - b. Attending staff member will walk through the building with the user before and after the function is held to document the condition of the building.
 - c. A checklist will be completed during the routine walk through which will have the attending staff member and user's initials.
 - d. Center Director or designated staff is the only staff to have the authority to approve facility usage, deposit refunds, and/or charge against the deposit. No use agreement is valid otherwise.
 - e. Attending staff member will have the authority to dismiss any group due to their misconduct or misuse in or around the facility.
 - f. If the group does not vacate the facility upon being asked, attending staff members are authorized to call Norcross Police Department for assistance.
6. Fee Waivers/Deductions
 - a. All requests for fee waivers or reductions will only be at the discretion of the Center Director or designated staff.
 - b. All requests must be submitted in writing at least one month before the date requested.
 - c. Fee waivers or reductions only apply to the user fees. Staff costs and deposits will not be waived for any reason.

7. City Department Rates
 - a. Rates for staff are 80% off the price and limited to one time per year.
8. Non-Profit Organization Rates
 - a. Non-profit organizations must provide proof of non-profit status to the Center Director or designated staff when requesting a fee reduction for a facility rental.
 - b. The deposit will not be reduced or eliminated.
 - c. A group must submit a request for use in writing to the Center Director or designated staff at least one month before the date of use. The request must include proof of the group's non-profit status.
 - d. Non-profit groups are defined as any civic clubs, public and private schools, churches, and other organization chartered by the State of Georgia with non-profit status.
 - e. Non-profit groups are not guaranteed approval of rental request nor fee reduction.
9. Use Agreements
 - a. Use agreements must be completed and approved by the Superintendent and/or designated staff member before the agreement is valid.
 - b. Groups will be required to designate and honor the times of use listed on the agreement.
 - c. The Department reserves the right to void a use agreement to any outside group due to scheduling conflicts.
 - d. In the event of cancellation of the use agreement, the group will be given at least 14 days' notice.
 - e. The Department reserves the right to immediately cancel a use agreement without refund due to the misconduct or misuse of a City of Norcross facility.
 - f. The Department reserves the right to deny use of a facility due to past unacceptable conduct.
 - g. No one under the age of 21 may enter into a use agreement for the purpose of securing a facility rental.
 - h. Youth groups, or rentals on behalf of youths, must have a minimum ratio of 1 to 20, adults to youth.
 - i. The Department reserves the right to deny long-term (recurring) rentals based on plans for facility use.
10. Simultaneous Use
 - a. The facility may have more than one group or program using different areas at the same time.
 - b. The attending staff member has the authority to deny use to multiple groups if they feel that there will be a conflict.
 - c. A room may be rented to more than one group during any given day at different times.
11. Changing Rooms
 - a. The Department reserves the right to switch rooms for outside groups when the need arises.
 - b. The rate will not increase if the Department moves the group to a more expensive room.
 - c. The rate will decrease if the Department moves the group to a lessor room.
 - d. A group can only change rooms if the attending staff member approves the request.
 - e. Rates will increase if the room that the group changes to costs more if the request to move was initiated by the group.
12. Refunds
 - a. Full refunds will be granted when the Department cancels a reservation.
 - b. Refunds will be granted up to two business days prior to the function with a \$5.00 service charge.
 - c. Refunds for weekend events must be requested no later than 4:30 PM the Wednesday prior to the reservation.
 - d. Refunds will not be granted when a group does not show up for their reserved time without notice.
13. Equipment Use
 - a. The Department does not guarantee the availability of any equipment for use during reserved events.
 - b. If equipment is used, the group will be responsible for the set up and breakdown of the equipment.
 - c. The equipment used must be returned to the proper location.
 - d. Equipment damaged will result in the deduction of a portion of the damage deposit that will cover any replacement or repairs.
 - e. The use of tables and/or chairs is not guaranteed.
14. Kitchen Use
 - a. The kitchen is restricted to warming and cooling purposes only.
 - b. If the kitchen is used for any reason other than previously stated during reservation, a \$50.00 fee will be deducted from the damage deposit.

Facility Waiver

CONDITIONS OF USE OF THE CITY OF NORCROSS FACILITY:

1. You are responsible for your group's actions and conduct during your reservation. Your current and future reservation requests may be cancelled if the following should occur: Fighting; Unseemly conduct; Health Violations (spitting, smoking, etc.); Abuse of staff or property; Negligence or delinquency in remitting payment, disruption of simultaneous events.
2. Deposits are due at the time of booking; rental fees are due 14 days before the event date. This deposit is to hold the rental and also to be used by the City if the party damages the City's property or if additional cleaning is required.
3. Groups must provide at least 14 days' notice of cancellation of their booking. We reserve the right to partially refund fees when cancellation occurs less than 14 days in advance of original reservation. No Shows will be charged full rental fee.
4. Contract changes/cancellations will only be accepted from the individual originally booking the facility or authorized agents of the organization. Contract changes must be made in writing. (email: CommunityCenter@norcrossga.net).
5. Your group must assume responsibility for providing adequate supervision, facility cleanliness and general order while using the facility. We require 1 chaperone for every 20 minors. Garbage is to be disposed of in the provided dumpster on premises.
6. Damage and/or destruction of city owned property(s) will result in repair and/or replacement fees billed directly to you, over and above deposit amount.
7. The City of Norcross does not allow a party to collect monies at the door or exchange monies inside of the building. The City of Norcross does not allow a "cash bar". There can be no payment made for alcoholic beverages. All food and drink must be complimentary or paid for in a previous online sale or ticket.
8. The renter will have no more than 180 guests occupying the ballroom. This is a rule by order of the Fire Marshall and City staff will adhere to the number of patrons in our Facility.
9. Renter acknowledges that the City of Norcross facilities may have more than one group or program using different areas at the same time.
10. Outdoor mobile food vendors must be approved by the Cultural Arts and Tourism Department and have a City of Norcross food permit issued by the Norcross Community Development Department two weeks before the event.

Renter Signature: _____

Staff Signature: _____

Terms & Conditions: This Agreement, when signed by the applicant and a representative of the City of Norcross, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all City of Norcross Rules and Regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. Deposits will be returned only in the case of conditions which force the cancellation of the event. Cleaning/damage deposits will be returned upon approval of staff. The City of Norcross agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.

Indemnification Waiver

If my rental application is approved by the City of Norcross,

I, _____ (print name), on behalf of the event and all guests, agree to all the terms and conditions of the Norcross rental agreement. The group and all participants assume all responsibility for, and risks and hazards of, participation in the activity referenced in the permit. In consideration of the City allowing my group to use the Facility, I do hereby release the City of Norcross, Welcome Center & Tourism Department, the Parks Department, all officials, officers, supervisors, volunteers, and all other agents of the City, of any and all claims, demands, rights and cause of action of whatever kind and nature, arising from and by reason of, personal injuries, damages to property, and the consequences thereof, resulting from participation in the event described and use of the Facility.

Athletic Room Waiver

Adult Injury/Medical Release Waiver

In agreeing to participate in recreation and fitness activities at the City of Norcross, I agree as follows:

I fully understand and acknowledge that recreational and fitness activities have (a) inherent risks, dangers, and hazards and such exists in my use of any equipment and my participation in these activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that, could cause serious disability; (c) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the Organization, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (d) by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or the conduct of the representatives, employees, or volunteers of the City of Norcross, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify the Organization and its representatives, employees, and volunteers from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of any equipment or participation in these activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the representatives, employees, and volunteers of the Organization.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE CITY OF NORCROSS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Renter Signature: _____

Date: _____



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6869	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Mutual Aid Agreement Between All Gwinnett Agencies		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Mutual Aid Agreement between Gwinnett Law Enforcement Agencies](#)
2. [1\) New Mutual Aid Agreement 2023](#)
3. [2\) Old Mutual Aid Agreement 2013](#)
4. [3\) Georgia Statutes 36-69-2...7\)](#)

Title

Mutual Aid Agreement Between All Gwinnett Agencies

Drafter

Bill Grogan



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23- 6869

Title: Mutual Aid Agreement between all Gwinnett agencies

CC: Eric Johnson, City Manager

Recommendation

Approve an updated mutual aid agreement between all Gwinnett law enforcement agencies.

Background

The existing mutual aid agreement between Gwinnett law enforcement agencies has not been updated in 10 years. Although it is still in effect today, the Gwinnett Chiefs and Sheriff have updated it to better meet current State law requirements and to include new agencies, colleges, etc in Gwinnett.

A mutual aid agreement between agencies/jurisdictions is required in order for us to provide and receive assistance from other law enforcement agencies in Gwinnett during emergencies, defined in State law as incidents involving “extreme peril to the safety of persons and property ... caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems ... likely to be beyond the control of the services, personnel, equipment, and facilities of that (agency) and which require the combined forces of other (agencies).” This agreement also gives authority to sworn peace officers to act when violations of law are witnessed outside home jurisdiction or apprehension of criminal perpetrators are required. (OCGA 36-69-2...7)

The new mutual aid agreement has been reviewed and approved by legal counsel.

Financial Impact

None

Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Yes:

Goal 2: Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Next Steps

If approved, Mayor and Chief of Police signatures.

Attachments

- 1) New Mutual Aid Agreement
- 2) Old Mutual Aid Agreement
- 3) Georgia Statutes 36-69-2...7)

Update

**Mutual Aid Agreement Between Law Enforcement
Agencies Operating in Gwinnett County and Their Governing Authorities**

Definitions:

The following definitions apply to this Agreement in both their singular and plural forms:

“Agreement” means this Mutual Aid Agreement entered by the Participating Agencies with the support of their corresponding Governing Authorities.

“Assistance Event” means any event that qualifies for mutual assistance combined with a request for assistance from a Requesting Agency. Events that qualify for mutual assistance are local emergencies as defined by O.C.G.A. § 36-69-2 and/or the prevention or detection of violations of any law, and the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case as provided in O.C.G.A. § 36-69-3.

“Participating Agency” means all law enforcement agencies participating in this Agreement as evidenced by the signature of the Chief.

“Requesting Agency” means any Participating Agency requesting assistance under the auspices of this Agreement.

“Responding Agency” means any Participating Agency assisting under the auspices of this agreement.

“Responding Employees” means sworn and unsworn employees of a Responding Agency Extraterritorially assisting a Requesting Agency.

“Governing Authority” means the governmental entity that created and governs Participating Agencies, identified as follows:

For Gwinnett County, the Gwinnett Board of Commissioners.

For a city, the Mayor or the City Council, depending on the terms of the city charter.

For a state university, the university president and the University System of Georgia.

For a state technical college, the college president and the Technical College System of Georgia.

For Gwinnett County Schools, the Gwinnett County School Board.

For a city school system, the city’s School Board.

For Gwinnett Sheriff’s Office, the elected Sheriff.

“Chief” means the highest-ranking law enforcement official in a Participating Agency, usually the appointed police chief or the Sheriff. In the absence of the chief or Sheriff, the

next-highest ranking law enforcement official will be the Chief for purposes of this Agreement.

“Incident Commander” means the Chief or designee of the Chief of the Requesting Agency in command of the law enforcement response during an Assistance Event.

“Specialized Assistance” means Responding Agencies’ personnel and equipment with capabilities that exceed common patrol and investigation functions. Examples include, but are not limited to SWAT teams, incident command vehicles, enhanced surveillance capabilities, K-9 deployment, hostage negotiation, crime scene investigations, and incendiary device management.

“Extraterritorial” means locations not within the authority of a Participating Agency to engage in law enforcement functions under normal circumstances, frequently referred to as a law enforcement agencies’ jurisdiction, typically counties, cities, and school campuses.

Statement of Purpose:

Whereas the Participating Agencies and their Governing Authorities desire to provide essential law enforcement services during Assistance Events that require more resources than the Participating Agency has available.

Whereas the Participating Agencies and Governing Authorities recognize that an agreement between the Participating Agencies to respond Extraterritorially and collaboratively to an Assistance Event with the resources necessary to assist one another, will further the goals of public safety and the welfare of citizens.

Whereas the Georgia Mutual Aid Act, O.C.G.A. §36-69-1 through §36-69-10, authorizes Governing Authorities and Participating Agencies to enter into this Agreement and which dictates certain terms thereof, will always prevail over the terms of this Agreement should the two conflict.

NOW, THEREFORE, BE IT KNOWN the Participating Agencies, their Governing Authorities, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid during Assistance Events, do hereby agree to fully and faithfully abide by the terms and conditions of this Agreement.

Power and Authority:

1. Pursuant to OCGA §36-69-3, any Participating Agency experiencing an Assistance Event in its jurisdiction has the authority to request one or more Participating Agencies for Extraterritorial assistance with law enforcement functions for the duration of the Assistance Event. Nothing herein shall preclude the sharing of resources or joint training in furtherance of law enforcement activities.

2. Pursuant to OCGA §36-69-4, Responding Employees, including certified law enforcement officers as defined in OCGA §35-8-2, shall have the same power, duties, rights, privileges, and immunities as if they were performing their duties within in the territory of the Responding Agency.

3. Pursuant to O.C.G.A. 36-69-3, the Incident Commander shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations for the Responding Agencies. All orders or directions regarding the operations of the Responding Officers shall be relayed to the senior officer of the Responding Agency. Responding Employees shall follow the Incident Commanders or designee's lawful orders that do not violate the law or the Responding Agency's policies and procedures. Responding Employees shall adhere to the Responding Agencies' policies and procedures, including the use of force. When conducting Specialized Assistance, the Responding Agency shall direct and supervise the Responding Employees to accomplish the task requested by the Incident Commander.

4. Pursuant to O.C.G.A. § 36-69-8, Chiefs have no legal duty to either request or grant Extraterritorial assistance and the duration of such assistance, if granted. Participating Agencies are committed to the provision of personnel, facilities, equipment, Specialized Assistance, and other resources to a Requesting Agency to the extent possible without jeopardizing essential services to their own jurisdictions.

Liability:

1. Pursuant to OCGA §36-69-5, each Responding Agency which furnishes any equipment for an Assistance Event shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. The Governing Authority of a Responding Agency shall compensate its employees during the time of rendering aid and shall defray the actual travel and maintenance expenses of employees while they are rendering aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering aid.

2. This Agreement shall not be construed to create any relationship between the Participating Agencies or Governing Authorities. No joint venture or partnership is created by this Agreement.

3. Each Participating Agency is required to maintain insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from Assistance Events or shall be sufficiently self-insured.

4. Pursuant to OCGA §36-69-7, neither a Requesting Agency nor its respective Governing Authority shall be liable for any acts or omissions of Responding Employees or Responding Agencies.

5. Pursuant to OCGA §36-69-6, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of Participating Agencies and Governing Authorities when performing their respective functions within the territorial limits of their respective political subdivisions or campuses shall apply

to such officers, agents, or employees to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. This applies with equal effect to paid, volunteer, and auxiliary employees.

6. Forfeitures: It is recognized that during the operation of this Agreement, property subject to forfeiture under Georgia Law, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the contribution of the Requesting Agency and each Responding Agency.

Effective Date of Agreement, Renewals, and Duration:

This Agreement shall be in full effect and at such time as it is signed by all Chiefs and authorized representatives of the Governing Authorities. This Agreement will terminate on December 31, 2024. This Agreement shall automatically renew for successive one (1) year terms unless affirmative action is taken to terminate this Agreement. This Agreement can be terminated in writing signed by all Chiefs and authorized representatives of the Governing Authorities. Withdraws and amendments to this Agreement are described *infra*.

Entire Agreement and Modification:

1. This writing is intended by the parties as a final expression of this agreement and is intended as a complete and exclusive statement of the terms of this agreement.
2. Nothing herein shall constitute a waiver on the part of any of the parties of any immunity (e.g. sovereign, official, or qualified), limitation of liability, or other protection available to them under any applicable statute or law. To the extent that any provision herein is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the party shall apply unless the party elects otherwise.
3. If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
4. No party shall assign any rights or duties under this Agreement without the prior written consent of the other parties.

Related Agreement for Training and Operational Procedures:

The Chiefs will enter the Gwinnett Interagency Security Strategy Memorandum of Understanding (hereafter MOU). The MOU will provide for a board of Chiefs and adopt operational plans and procedures for Assistance Events, roll-call style training, and annual field training located at a variety of locations considered to have higher probabilities of Assistance Events. Every Participating Agency will be required to attend every planning meeting and field training. The MOU will require the board to conduct an after-action inquiry following every Assistance Event and will report findings to the Chiefs.

Withdrawals and Amendments:

Any Governing Authority or Participating Agency may withdraw from this Agreement at will by delivering written notice of withdrawal to the clerk or the highest official of each Governing Authority and all Chiefs. The withdrawal shall be effective 30 days from the date of delivery. Withdrawal by a Participating Agency shall not affect this Agreement as concerning the remaining Participating Agencies. Amendments to this Agreement can be proposed by any Chief or Governing Authority at any time and can be adopted only by agreement of all Chiefs and Governing Authorities. An amendment must be in writing and signed by all Chiefs and authorized representatives of the Governing Authorities.

Grant of Approval and Authority:

Pursuant to O.C.G.A. § 36-69-3. each Governing Authority hereby authorizes and directs its respective Chief to exercise sound discretion before requesting or providing Extraterritorial mutual aid. Chiefs are directed to consider the needs of their respective jurisdictions when considering the extent of assistance provided, if any. A Requesting Agency shall have no recourse against any Participating Agency that refuses or limits the requested assistance.

AGREED TO AND ACKNOWLEDGED.

{Signatures are located on the following pages.}

FOR THE GWINNETT COUNTY SHERIFF'S OFFICE:

_____ Keybo Taylor, Sheriff, Gwinnett County Sheriff's Office Keybo.Taylor@GwinnettCounty.com	Date
_____ Approved as to form by Dan W. Mayfield, General Counsel, Gwinnett County Sheriff's Office Dan.Mayfield@GwinnettCounty.com	Date

FOR THE GWINNETT COUNTY POLICE DEPARTMENT AND GWINNETT COUNTY BOARD OF COMMISSIONERS:

_____ Chief J.D. McClure, Gwinnett County Police Department James.McClure@GwinnettCounty.com	Date
_____ Nichole Love Hendrickson, Chairwoman, Gwinnett Board of Commissioners Nichole.Hendrickson@GwinnettCounty.com	Date
_____ Approved as to form by Mike Ludwiczak, Director, Gwinnett County Law Department Mike.Ludwiczak@GwinnettCounty.com	Date

FOR THE GWINNETT COUNTY PUBLIC SCHOOLS AND THE GWINNET SCHOOL BOARD:	
_____ Tony Lockard, Chief, Gwinnett County Public Schools Police Department Tony.Lockard@gcpsk12.org	Date
_____ Calvin Watts, Superintendent, Gwinnett County Public Schools Calvin.Watts@gcpsk12.org	Date
_____ Approved as to form by Attorney for Gwinnett County Public Schools@.....	Date

FOR GEORGIA GWINNETT COLLEGE POLICE DEPARTMENT AND THE UNIVERSITY SYSTEM OF GEORGIA	
_____ Terry Schneider, Chief, Georgia Gwinnett College Police Department tschneid@ggc.edu	Date
_____ Jann Joseph, PhD, President, Georgia Gwinnett College president@ggc.edu	Date
_____ Sonny Perdue, Chancellor, University System of Georgia chancellor@usg.edu	Date
_____ Approved as to form by Attorney for the University System of Georgia@.....	Date

FOR GWINNETT TECHNICAL COLLEGE POLICE DEPARTMENT AND THE TECHNICAL COLLEGE SYSTEM OF GEORGIA:

_____ Chief, Kenneth Skinner Gwinnett Technical College Police Department kskinner@gwinnetttech.edu	Date
_____ President, Technical College System of Georgia @.....	Date
_____ Cory Thompson, Executive Director, Technical College System of Georgia cthompson@tcsg.edu	Date
_____ Approved as to form by Attorney for the Technical College System of Georgia @.....	Date

FOR THE CITY OF LOGANVILLE POLICE DEPARTMENT AND THE CITY OF LOGANVILLE

_____ Dick Lowry Chief, Loganville Police Department mdlowry@loganville-ga.gov	Date
_____ Skip Baliles Mayor, City of Loganville sbaliles@loganville-ga.gov	Date
_____ Approved as to form by Paul Rosenthal Attorney for the City of Loganville @.....	Date

FOR CITY OF AUBURN POLICE DEPARTMENT	
_____ Christopher Hodge Chief, Auburn Police Department chodge@cityofauburn-ga.org	Date
_____ Linda Blechinger, Mayor, City of Auburn lblechinger@cityofauburn-ga.org	Date
_____ Approved as to form by Attorney for City of Auburn@.....	Date

FOR BUFORD CITY SCHOOLS	
_____ Mindy Bayreuther Chief, Buford City Schools Police Department mindy.bayreuther@bufordcityschools.org	Date
_____ Melanie Reed, Superintendent, Buford City Schools melanie.reed@bufordcityschools.org	Date
_____ Approved as to form by Attorney for Buford City Schools@.....	Date

FOR CITY OF DACULA POLICE DEPARTMENT	
_____ Greg Chapel Chief, City of Dacula Police Department Gregory.chapel@daculaga.gov	Date
_____ Trey King Mayor, City of Dacula Trey.king@dacula.ga.gov	Date
_____ Approved as to form by Attorney for City of Dacula@.....	Date

FOR CITY OF DULUTH POLICE DEPARTMENT	
_____ Chief Jacquelyn Carruth Chief, City of Duluth Police Department chief@duluthpd.com	Date
_____ Nancy Harris Mayor, City of Duluth nharris@duluth.ga.net	Date
_____ Approved as to form by Stephen Pereira Attorney for City of Duluth sp@thompson-sweeny.com	Date

FOR CITY OF LAWRENCEVILLE POLICE DEPARTMENT	
_____ John Mullin Chief, City of Lawrenceville Police Department jmullin@lawrencevillepd.com	Date
_____ David Still Mayor, City of Lawrenceville David.still@lawrencevillega.org	Date
_____ Approved as to form by Attorney for City of Lawrenceville@.....	Date

FOR CITY OF LILBURN POLICE DEPARTMENT	
_____ Chris Dusik, Chief, City of Lilburn Police Department cdusik@cityoflilburn.com	Date
_____ Tim Dunn Mayor, City of Lilburn tdunn@cityoflilburn.com	Date
_____ Approved as to form by Richard A. Carothers Attorney for City of Lilburn Richard.Carothers@carmitch.com	Date

FOR CITY OF NORCROSS POLICE DEPARTMENT	
_____ Bill Grogan, Chief, City of Norcross Police Department bgrogran@norcrosspd.com	Date
_____ Craig Newton Mayor, City of Norcross cnewton@norcrossga.net	Date

FOR CITY OF SNELLVILLE POLICE DEPARTMENT	
_____ Greg Perry, Chief, City of Snellville Police Department gperry@snellville.org	Date
_____ Barbara Bender Mayor, City of Snellville Bbender@snellville.org	Date

FOR CITY OF SUGAR HILL POLICE DEPARTMENT	
_____ Diane King, Chief Marshall, City of Sugar Hill Police Department dking@cityofsugarhill.com	Date
_____ Brandon Hembree Mayor, City of Sugar Hill brandonhembree@cityofsugarhill.com	Date

FOR CITY OF SUWANEE POLICE DEPARTMENT	
_____ Cass Mooney, Chief, City of Suwanee Police Department cmooney@suwanee.com	Date
_____ Jimmy Burnette Mayor, City of Suwanee jburnette@suwanee.com	Date
_____ Approved as to form by Attorney for City of Suwanee @.....	Date

Mutual Aid Agreement
Gwinnett Municipal Agencies

Whereas, the goal of the Gwinnett County Municipal Police Agencies noted in this agreement is to provide efficient, high quality services to the communities they serve during both emergency and non-emergency situations. The purpose of the regional mutual aid agreement is to enable each agency to effectively handle emergency situations through the pooling of law enforcement resources. In recognition of the fact that individual agencies have a finite amount of resources with which to meet all such incidents, it shall be the policy of the Gwinnett County Municipal Police Agencies noted in this agreement to participate in the mutual aid assistance agreement in order to strengthen its response to emergency and non-emergency situations.

Whereas, it is the responsibility of the governments of Gwinnett County, Georgia and the participating Gwinnett County municipalities to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Gwinnett County Sheriff Department and/or the participating municipal police departments; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Gwinnett and the participating Gwinnett County municipalities; and

Whereas, Gwinnett County Sheriff's Department and the participating municipalities have the authority under O.C.G.A. §36-69-3 through §36-69-8, Georgia Mutual Aid, to enter into a mutual aid agreement (Hereinafter, "Agreement");

NOW, THEREFORE, BE IT KNOWN the Gwinnett County Sheriff Department, a political subdivision of the State of Georgia, and the undersigned representatives, in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

Purpose/Findings.

The respective municipal agencies through their governing bodies find that local emergencies as defined at O.C.G.A. 36-69-2 may present major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that local agency and which require the combined forces of other agencies of the State to combat. In these instances,

extraterritorial cooperation and assistance is necessary to further the goals of public safety and the welfare of citizens.

Authorization.

The parties undersigned agree to provide mutual aid services in furtherance of local emergencies, and to assist each other by the provision of specialized services to their mutual aid in the protection of health, life and property involving emergency incidents or situations which arise and require such assistance pursuant to O.C.G.A. 36-69-2 et seq.

Power and Authority.

1. Request for assistance in this section relates to those times that may go beyond the normal day-to-day operations and constitute a local emergency pursuant to O.C.G.A. 36-69-1. Provided, however, nothing herein shall preclude the sharing of resources or joint training in furtherance of law enforcement activities.
2. All employees of the participating municipal police departments, including certified law enforcement employees as defined in OCGA §35-8-2, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, have the same power, duties rights, privileges, and immunities as if they were performing the duties in the political subdivision in which they are normally employed as defined in OCGA §36-69-4. The Sheriff of Gwinnett County will swear in all respective municipalities sworn personnel as Deputies of Gwinnett County pursuant to this Agreement.
3. Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the jurisdiction which regularly employs such officers shall be under the direction and authority of one (1) person designated by each sending agency. Such personnel shall in turn coordinate all activities with the local commanding police officer of the municipality or county to which they are called to perform police or peace duties. They shall have all immunities, powers, and authority of police and peace officers as provided by law, including the power of arrest.
4. The parties undersigned do hereby authorize and direct its chief law enforcement officer or the officer commanding in his absence to render and request mutual police aid to and from the jurisdiction to the extent of available personnel and equipment not required for adequate protection of the jurisdiction rendering aid. The judgment of the chief law enforcement officer, or officer commanding in his absence, of each member rendering aid, as to the amount of personnel and equipment available, shall be final. Assistance may be refused or terminated once commenced at the sole discretion of the member rendering aid and no member shall make any claim against the other for refusal or non-assistance.

SCENE OPERATION

Command:

1. Unified Command allows agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability. Under a Unified Command, a single, coordinated Incident Action Plan will direct all activities. The Incident Commanders will supervise a single Command and General Staff organization and speak with one voice.
2. The designated Incident Commander of the requesting agency shall be in charge of the emergency or situation requiring Mutual Aid under OCGA §36-69-3 (e). All loaned personnel shall follow the Incident Commanders or designee's lawful orders. However, where the provided mutual assistance involves the loan of specialized units (tactical response, hostage negotiation, bomb disposal, or K-9, etc.), the supervisor of the specialized unit shall be responsible for the proper implementation of their specific task, as determined by the designated Incident Commander.
3. When taking law enforcement actions at the emergency site, including use of force, officers shall adhere to their agencies policies and procedures. They shall use only those weapons and tactics for which they are qualified and authorized to use by the host agency.
4. Each party to this Agreement are committed to the provision of personnel, facilities equipment, and specialized units and other resources to a member agency to the extent possible without jeopardizing primary services to their respective communities.

Communication:

1. Officers on loan from other agencies responding to the emergency shall regularly update their communications section concerning the continued status of the emergency, line-of-duty injuries, or need for relief, by phone whenever possible when dealing with sensitive issues.
2. Incident Command shall utilize the requesting agency communication channel as the primary means of communication between all municipal personnel.
3. The communications division of responding agencies shall document the following information:
 - a. Create an incident in the records management system for assist to another agency.
 - b. Document the names of the police department personnel dispatched to mutual assistance.

Court Action:

1. Any legal action initiated by responding agencies within another's jurisdiction shall be prosecuted within the requesting judicial jurisdiction under the Georgia Constitution Home Rule provision.
2. Any legal action resulting from a felony offense shall be prosecuted in the Superior Courts of Gwinnett County.

Liability.

1. Each member shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This agreement shall not be so construed as to create any relationship between the police personnel of one member and the other member. No joint venture or partnership is created. Each member hereto agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated, or shall be self-insured.
2. A member shall not be liable to the other member for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.
3. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same decree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Agreement. This provision of this Code section shall apply with equal effect to pay, volunteer, and auxiliary employees. (OCGA §36-69-A5)
4. The costs of wages and benefits, equipment maintenance, or other related expenses for loaned personnel resulting from mutual assistance, shall be the responsibility of the providing agency.
5. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under Georgia Law, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency.

Effective Date of Agreement and Duration

This agreement shall be in full effect and legally binding at such time as it is signed and certified by each member. This Agreement shall automatically renew for successive one (1) year terms unless terminated by a member as set forth *infra*.

Entire Agreement and Modification.

1. This writing is intended by the parties as a final expression of this agreement and also is intended as a complete and exclusive statement of the terms of this agreement. This agreement may be amended or modified only in writing, which amendment or modification must be authorized by each member's respective governing body.
2. Nothing herein shall constitute a waiver on the part of any of the parties of any immunity (e.g. sovereign, official, qualified), or limitation of liability or other protection available to them under any applicable statute or law. To the extent that any provision herein is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the party shall apply unless the part elects otherwise.
3. If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
4. No party shall assign any rights or duties under this Agreement without the prior written consent of the other parties.

Termination of Agreement and Review.

1. This agreement shall remain in full force and effect until such time as a member, through its governing body takes official action terminating this agreement. Any party to this agreement may terminate this agreement at will by delivering written notice of termination to the Chief Administrative Officer of the other participating entities.
2. Any termination shall be effective 30 days from the date of delivery. Any termination shall not extinguish duties of participant to fulfill mutual aid obligation or request occurring before termination.
3. Copies of any such action shall be filed with the Clerk of each member within thirty (30) days of its passage.

AGREED TO AND ACKNOWLEDGED this 7th day of FEBRUARY, 2013.

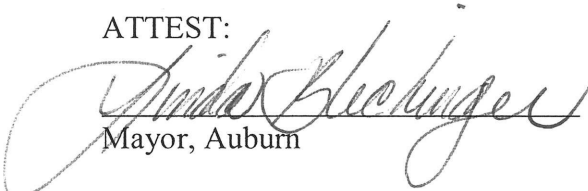
{Signatures to Follow}

ATTEST:



Chief of Police, Auburn

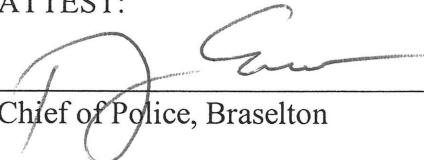
ATTEST:



Mayor, Auburn

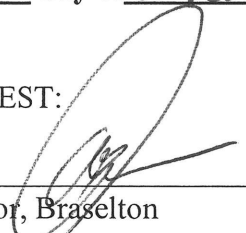
AGREED TO AND ACKNOWLEDGED this 7th day of February, 2013.
{Signatures to Follow}

ATTEST:



Chief of Police, Braselton

ATTEST:



Mayor, Braselton

AGREED TO AND ACKNOWLEDGED this 28 day of January, 2013.
{Signatures to Follow}

ATTEST:

R.D. Belcher
Chief of Police, Duluth

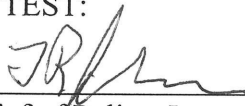
ATTEST:

[Signature]
Mayor, Duluth

Attachment: 2) Old Mutual Aid Agreement 2013 (23-6869 : Mutual Aid Agreement Between All Gwinnett Agencies)

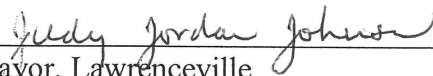
AGREED TO AND ACKNOWLEDGED this 8th day of March, 2013.
{Signatures to Follow}

ATTEST:



Chief of Police, Lawrenceville

ATTEST:



Mayor, Lawrenceville

Attachment: 2) Old Mutual Aid Agreement 2013 (23-6869 : Mutual Aid Agreement Between All Gwinnett Agencies)

AGREED TO AND ACKNOWLEDGED this 5th day of February, 2013.
{Signatures to Follow}

ATTEST:

B. M. H. L.
Chief of Police, Lilburn

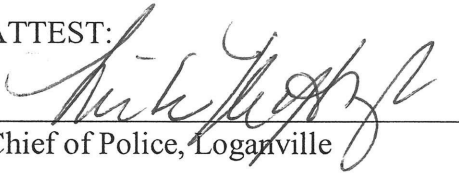
ATTEST:

Johnny D. Crist
Mayor, Lilburn

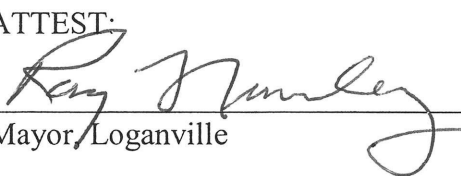
Attachment: 2) Old Mutual Aid Agreement 2013 (23-6869 : Mutual Aid Agreement Between All Gwinnett Agencies)

AGREED TO AND ACKNOWLEDGED this 28TH day of JANUARY, 2013.
{Signatures to Follow}

ATTEST:


Chief of Police, Loganville

ATTEST:

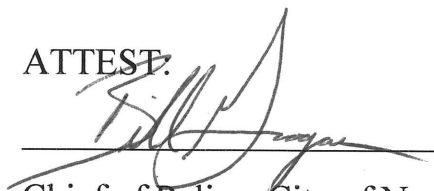

Mayor, Loganville

Attachment: 2) Old Mutual Aid Agreement 2013 (23-6869 : Mutual Aid Agreement Between All Gwinnett Agencies)

AGREED TO AND ACKNOWLEDGED this 29 day of June, 2016.

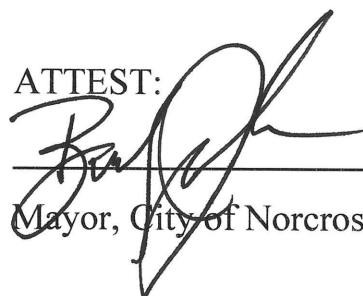
{Signatures to Follow}

ATTEST:



Chief of Police, City of Norcross

ATTEST:

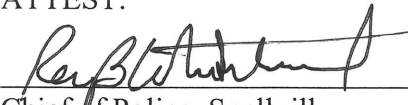


Mayor, City of Norcross

Attachment: 2) Old Mutual Aid Agreement 2013 (23-6869 : Mutual Aid Agreement Between All Gwinnett Agencies)

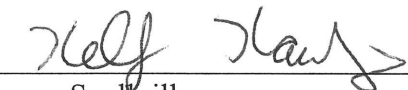
AGREED TO AND ACKNOWLEDGED this 28th day of January, 2013.
{Signatures to Follow}

ATTEST:



Chief of Police, Snellville

ATTEST:

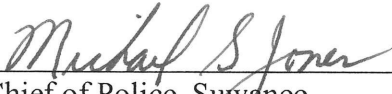


Mayor, Snellville

AGREED TO AND ACKNOWLEDGED this ¹¹~~10~~ day of Feb, 2013..

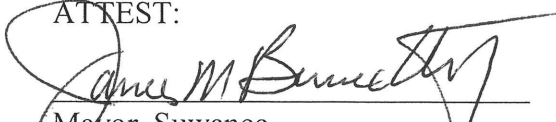
{Signatures to Follow}

ATTEST:



Chief of Police, Suwanee

ATTEST:



Mayor, Suwanee

Attachment: 2) Old Mutual Aid Agreement 2013 (23-6869 : Mutual Aid Agreement Between All Gwinnett Agencies)

2013 Mutual Aid Agreement Check Off List

☒ Auburn

☒ Braselton

☒ Duluth

☒ Lawrenceville

☒ Lilburn

☒ Loganville

☒ Norcross

☒ Snellville

☒ Suwanee

36-69-2. “Local emergency” defined.

As used in this chapter, the term “local emergency” means the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within the University System of Georgia or the Technical College System of Georgia caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat.

36-69-3. Extraterritorial cooperation and assistance to local law enforcement agencies or fire departments; commander of operations.

(a)

(1) Upon the request of a local law enforcement agency for assistance in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case, the chief of police or public safety director of any municipality or chief of police or public safety director of any county police force may, with the approval of the governing authority of any such officer’s political subdivision, and the sheriff of any county may cooperate with and render assistance extraterritorially to such local law enforcement agency requesting the same.

(2)

(A) Upon the request of a local law enforcement agency for assistance in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case, the public safety director or chief of police of any institution within the University System of Georgia or the Technical College System of Georgia may, with the approval of the president of such institution, cooperate with and render assistance extraterritorially to such law enforcement agency requesting the same.

(B) Upon the request for assistance in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case, which request is made by a public safety director or chief of police of any institution within the University System of Georgia or the Technical College System of Georgia after approval by the president of such institution, the chief of police or public safety director of any municipality or any county police force may, with the approval of the governing authority of any such officer’s political subdivision and the sheriff of the county, cooperate with and render assistance extraterritorially to such law enforcement agency of the institution requesting the same.

(b) Upon the request of any local fire department for assistance in a local emergency, in preventing or suppressing a fire, or in protecting life and property, the fire chief or public safety director of any local political subdivision may, with the approval of the governing authority of such political subdivision, cooperate with and render assistance extraterritorially to such local fire department requesting the same.

(c) Upon the request of any local law enforcement agency or local director of emergency medical services for assistance in a local emergency or in transporting wounded, injured, or sick persons to a place where medical or hospital care is furnished, emergency medical technicians employed by a political subdivision may, with the approval of the governing authority of such political subdivision, cooperate with and render assistance extraterritorially to such local law enforcement agency or local director of emergency services.

(d) Authorization for furnishing assistance extraterritorially may be granted by the sheriff of any county or the governing authority of a local political subdivision or the president of an institution within the University System of Georgia or the Technical College System of Georgia to any of its agencies or employees covered by this Code section prior to any occurrence resulting in the need for such assistance; provided, however, that any prior authorization granted by the president of an institution within the University System of Georgia or the Technical College System of Georgia for the furnishing of assistance extraterritorially must be submitted to and approved by the board of regents or the State Board of the Technical College System of Georgia, respectively, before it becomes effective. Such authorization may provide limitations and restrictions on such assistance furnished extraterritorially, provided that such limitations and restrictions do not conflict with the provisions of [Code Sections 36-69-4](#) through [36-69-6](#).

(e) The senior officer of the public safety agency of a political subdivision or institution within the University System of Georgia or the Technical College System of Georgia which requests assistance in a local emergency as provided in this Code section shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations with respect to the public safety officers and employees rendering assistance extraterritorially at the request of such public safety agency. All orders or directions regarding the operations of the public safety officers and employees rendering assistance extraterritorially shall be relayed to the senior officer in command of the public safety agency rendering assistance extraterritorially.

36-69-4. Powers and duties of employees of political subdivision or institution within the University System of Georgia or the Technical College System of Georgia who are rendering aid.

Whenever the employees of any political subdivision or institution within the University System of Georgia or the Technical College System of Georgia are rendering aid outside their political subdivision or campus, respectively, and pursuant to the authority contained in this chapter, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution in which they are normally employed.

36-69-5. Responsibility for expenses and compensation of employees.

Unless otherwise provided by contract, the political subdivision or institution within the University System of Georgia or the Technical College System of Georgia which furnishes any equipment pursuant to this chapter shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. Unless otherwise provided by contract, the political subdivision or institution within the University System of Georgia or the Technical College System of Georgia furnishing aid pursuant to this chapter shall compensate its employees during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

36-69-6. Applicability of privileges, immunities, exemptions, and benefits.

All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such political subdivision or institution within the University System of Georgia or the Technical College System of Georgia when performing their respective functions within the territorial limits of their respective political subdivisions or campuses shall apply to such officers, agents, or employees to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this chapter relating to mutual aid. The provisions of this Code section shall apply with equal effect to paid, volunteer, and auxiliary employees.

36-69-7. Liability for acts or omissions of responding agency employees.

Neither a public safety agency which requests assistance pursuant to [Code Section 36-69-3](#) nor the political subdivision or institution of the University System of Georgia or the Technical College System of Georgia in which the public safety agency is located shall be liable for any acts or omissions of employees of a responding public safety agency rendering assistance extraterritorially under the provisions of this chapter.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6871	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	RFP PWUP 23-22 – Parks Shade Structures		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RFP PWUP 23-22 - Parks Shade Structures](#)
2. [A1\) RFP 23-22 - Shade Structures](#)

Title
RFP PWUP 23-22 – Parks Shade Structures

Drafter
Matthew Zaki



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council
From: Michael Jones, Parks Superintendent
Meeting Date: November 20, 2023
Item No.: 23 - 23-6871
Title: RFP PWUP 23-22 – Parks shade structures
CC: Eric Johnson, City Manager

Recommendation

Staff is requesting the approval to add this project to the capital projects and to proceed with an RFP for advertisement for proposed shade structures at Thrasher Park and Summerour Park

Background

PG&T met with staff and recommended to add shade structures at two city parks, Thrasher Park and Summerour Park. Further discussion for all shade structures included factors to be considered before selecting. For instance, knowing the sun's day arc pattern, knowing the hottest part of the day (12:30 pm - 2:30 pm when shade is most needed in the play areas during the summer), and knowing the types of shade coverage that will be best fitting for each park while staying compliance with playground equipment. Overall, implementing additional shade structures will provide protection the children and care givers who are more vulnerable to heat exhaustion and sunburn, will increase the attractiveness of the parks to the visitors, increase the longevity of the park playground equipment from the weather elements.

Staff is also requesting adding this project as a Capital item. A budget amendment will be required at the time of award pending the costs of the shade structures.

Financial Impact

Opinion of probable costs are estimated around \$130,000 to construct the shade structures, the project will be funded from the 2017 SPLOST.

Consistent with Comprehensive Plan?

Yes, this supports goals and policies defined in the Comprehensive plan. GOAL 1 Continue to Define Norcross' Sense of Place

Policy 1-8: Add value to our community through landscaping, lighting, signage, underground utilities, and building design.

GOAL 4 Maintain a Vibrant Economy and Continue to Facilitate Job Growth

Policy 4-7: Invest in parks and open space to encourage private reinvestment.

Next Steps

Advertise and solicit proposals from qualified vendors on all platforms.

Attachments

A1) RFP 23-22

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
SHADE STRUCTURES AT THRASHER PARK
RFP PWUP 23-22

City of Norcross

Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSAL RFP 23-22

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PWUP 23-22 – SHADE STRUCTURES AT THRASHER PARK & SUMMEROUR PARK**” on its face and submitted by **January 19, 2024, at 11:00 a.m.** to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Christabel Ghansah
City of Norcross
PWUP Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **December 29, 2023 at 5:00 p.m.**

No proposal will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within thirty (30) days after the proposal opening and all proposals shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

Attachment: A1) RFP 23-22 - Shade Structures (23-6871 : RFP PWUP 23-22 – Parks Shade Structures)

RFP/RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP/RFQ for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-Proposal webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.
5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., reference form, sample budget form, certification forms, etc..
8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the RFP/RFQ.
9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 **INTRODUCTION**

The City of Norcross Department of Public Works, Utilities & Parks is requesting proposals to install Shade Structures in Thrasher Park and Summerour Park.

Vendor shall include in their RFP response details about their ability to supply and install the specific types of shade structure matching specifications listed in this RFP and ability to meet the project deadline of May 1st, 2024, in time for use as soon as school lets out for the summer.

Project location addresses:

Thrasher Park
93 Park Drive
Norcross, GA 30071

Summerour Park
325 Price Place
Norcross, GA 30071

Project deadline: May 1st, 2024

Selection Criteria: Scoring analysis

PROJECT SCOPE

There are four categories that will be needed to make this a viable solution for the City of Norcross.

- (1) **Product Specifications and Shade Coverage**
- (2) **Compliance and Integration of Shade Structures with Existing Playground Equipment**
- (3) **Installation Requirements**
- (4) **Cost**

(1) **Product Specifications and Shade Coverage** – Vendor shall provide products that match the specifications as outlined in this RFP. Vendor shall review the City’s proposed shade structure locations (as listed below) and include in their RFP response and proposal the following details:

- The size of each proposed shade structure (of the type requested) at each installation location shown below, based on site dimensions, in order to optimize shade coverage and total installed cost

- Specific details on the exact recommended placement and orientation of each structure based on the path of the sun at different times of day
- Specific details on any recommended movement of existing playground equipment to help ensure optimal shade structure placement & shade coverage
- A site plan showing an overhead view of each park with each proposed shade structure to scale, all clearly labeled
- Provide color options and list any difference in shipping times based on color choice
- Shade Structure fabric proposed must be rated to block 97% of UV radiation. Structure and fabric must meet ASTM standards
- Manufacturer of Shade Structure must be ISO9001 Certified

(2) Compliance and Integration of Shade Structures with Existing Playground Equipment

- Shade Structures proposed must meet all playground compliance requirements upon installation with existing equipment
- Vendor shall inspect the proposed locations for shade structure installation in both parks and include details in their RFP response regarding any potential need to relocate camera poles, benches, or any other structures or equipment, along with the proposed new locations of any equipment to be moved, plus confirmation if vendor can do the required work to move such equipment and the associated cost of doing this.

(3) Installation Requirements

- Vendor shall provide estimated product delivery and installation timeline and shall clearly state the dates by which approvals are needed in order for vendor to meet the desired project completion deadline of May 1st, 2024.
- Vendor shall include in their RFP response a bullet list of installation project and steps, estimated amount of time required for each step and the parties responsible for each step
- Vendor shall provide names and details of all parties who would work on the installation and provide bio / background on their experience, examples of past shade structure installation projects completed, plus proof of required certification(s) to install shade structures for all parties involved in the installation.

(4) Cost

- Vendor shall provide an itemized quote, showing the quantity and cost of the equipment and installation costs for each shade structure as outlined in the following Specifications section 1.2
- Vendor shall include in the itemized quote a list of any related / additional / anticipated project costs, such as the need to move any existing playground structures or equipment, based on vendor's site review, and a plan of action to address any issues to ensure on-time project completion.

1.1 SPECIFICATIONS

Shade Structures – Types and Installation locations

1) Thrasher Park – Provide Shade over the Swing Set

Location:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;2A00374B-3006-48D4-86AB-10C07EE76D21>

Type: Double Bay Swing Set Shade

Example:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;36307862-8774-4C07-AB7D-29150B58922C>

2) Thrasher Park – Provide Shade over the bench(es) by entrance area

Location:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;FCE90C97-199F-448E-8C97-B6B85A186D27>

Type: Cantilever Umbrella Shade

Example:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;6B48422B-8F68-4A8D-8BC6-FD9CE9B31402>

3) Thrasher Park – Provide Shade over the Brown Climbing structure

Location:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;6C1167A5-F1F5->

[4372-B3B9-143B5158F8EC](#)

Type: Large Square Umbrella Shade on 1 Post

Example:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;44F0BA44-5F0F-42B7-92E1-33AF2B8F8642>

(continued)

4) Summerour Park – Provide Shade over the Swing Set

Location:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;936B5092-8BCA-406E-8A7F-82A2BD4C30F5>

Type: Double Bay Swing Set Shade

Example:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;36307862-8774-4C07-AB7D-29150B58922C>

5) Summerour Park – Provide Shade over Seating Area

Location:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;935C1C02-BFF5-4B4B-A4FE-31054B8283CA>

Location (Aerial View)

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;4F0F6072-30C9-41F1-94EC-D2E13F7A842A> (location labeled #3 in this photo)

Type: Cantilever Umbrella Shade

Example:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;6B48422B-8F68-4A8D-8BC6-FD9CE9B31402>

6) Summerour Park – Provide Shade along border of park & soccer field – see photo at:

Location:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;4F0F6072-30C9->

[41F1-94EC-D2E13F7A842A](#) (location labeled #2 in the photo)

Type: 2 Column Rectangular Umbrella

Example:

<https://www.icloud.com/sharedalbum/#B10GPCdxkG2y4ny;EA0DDD2E-1984-4314-8994-8F54F2711EAD>

1.2 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events.

1.3 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP should include the company name and the referenced RFP section in the following format:

Company Name
 1. Question
 Citation of relevant section of the RFP
 2. Question
 Citation of relevant section of the RFP

1.4 PROPOSAL SUBMISSION INSTRUCTIONS

1. **Introduction** – Establishing basic information.
 - a. **Cover Letter** – Indicating interest and identifying a point of contact
 - b. **Firm Information** – Including office locations, size, etc.
 - c. **Organizational Chart** – Showing team structure and personnel
 - d. **Resumes** – Resumes for key personnel
2. **Qualifications** – Showing proof of understanding of scope of work and submitting all required information/deliverables required in the Project Scope
 - a. **Product Specifications**
 - b. **Compliance & Integration**
 - c. **Installation Requirements**
3. **Experience** – Portfolio of past work completed (or in progress) of similar scope
4. **References** – Please use attached reference form.

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

5. **Cost Proposal** – In a separate envelope.

1.5 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Qualifications	30
Experience	30
Cost Proposal	20
References	10
Compliance with submission guidelines	10
Total	100

The City reserves the right to interview top-scoring firms should their scores be close.

2.0 GENERAL CONDITIONS

PROPOSERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR PROPOSALS.

2.1 QUALIFICATIONS

- 2.1.1** Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Proposers may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and labor for this contract.

2.2 AUTHORITY TO SIGN

- 2.2.1** Proposers must ensure that the legal proper name of their firm and/or corporation is printed or typed as appropriate on all documents.

2.3 RIGHTS RESERVED

- 2.3.1** The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- 2.3.2** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.4 AWARD OF CONTRACT

- 2.4.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

- 2.4.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.4.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.

2.5 PRODUCTION REQUIREMENTS

- 2.5.1** Time is of the utmost importance of this project. The successful Proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to the specifications in the RFP.

2.6 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.6.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to the Parks Superintendent, Michael Jones via email at michael.jones@norcrossga.net

The invoice shall contain a complete itemization of services, the total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.

- 2.6.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.7 NON-COLLUSION

- 2.7.1** Vendor(s), by submitting a proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.8 MATERIALS

- 2.8.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.8.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.9 CONTRACT REQUIREMENTS

- 2.9.1** The successful Vendor is required to do the following within ten (10) days of Notice:
- 2.9.1.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.9.1.1.2** Provide Insurance Certificates as specified in the RFP documents.
- 2.9.2** Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFP guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces.

2.10 SCHEDULE

- 2.10.1** Schedule: The Vendor shall provide to the Parks Superintendent a schedule of activities at micheal.jones@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFP []
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	Dec. 11, 2023 at 11:00 a.m.
Deadline for Written Questions	December 29, 2023 at 5:00 p.m.
Proposals Due	January 19, 2024 at 11:00 a.m.
Proposal Evaluation	February 9, 2024 (Tentative)
Contract Award (On/about)	March 18, 2024 (Tentative)

Attachment: A1) RFP 23-22 - Shade Structures (23-6871 : RFP PWUP 23-22 – Parks Shade Structures)

APPENDIX B
RFP PWUP 23-22
REFERENCES

Please complete attached reference form and provide accurate information for each reference. Please inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

APPENDIX C
RFP PWUP 23-22
COST PROPOSAL

In a separate envelope, please include a cost proposal.

APPENDIX D
RFP PWUP 23-22
PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

_____ Packet Checklist (attached to proposal package)

_____ Two Hard Copies & One Electronic Copy of Proposal Package (*including all required information, forms and completed appendices*)

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#)

_____ Mail or deliver to:

Department of Public Works, Utilities & Parks
 Attn: Christabel Ghansah
 City of Norcross – PWUP Department
 345 Lively Avenue
 Norcross, GA 30071

Attachment: A1) RFP 23-22 - Shade Structures (23-6871 : RFP PWUP 23-22 – Parks Shade Structures)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6872	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Contract Award for Annual Seasonal Color Container Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contract Award for Annual Seasonal Color Container Services](#)
2. [Request for Proposals - PWUP 23-16](#)
3. [Proposal - The Garden Goddess, Inc. DBA Gardens By Design](#)
4. [Proposal Evaluation](#)
5. [Draft Contractual Agreement - Seasonal Annual Container Services](#)

Title

Contract Award for Annual Seasonal Color Container Services

Drafter

Shahin Khalili



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Shahin Khalili, City Arborist

Meeting Date: November 20, 2023

Item No.: 23 - 6872

Title: RFP PWUP 23-16 – Annual Seasonal Color Container Services

CC: Eric Johnson, City Manager

Recommendation

Staff is requesting Mayor and City Council's approval to award this contract to The Garden Goddess, Inc. DBA Gardens By Design to perform the annual seasonal color container services.

Background

We received only one proposal in response to this RFP. Staff with legal's feedback is recommending moving forward with the proposal received instead of re-advertising this solicitation. There's no guarantee we will receive more proposals should we re-advertise. Additionally, The Garden Goddess, Inc. submitted a really impressive proposal with an extensive portfolio of experience and qualifications.

Financial Impact

Initial installation for 88 containers - \$30, 2727.00
Annual maintenance for 88 containers – \$35, 272.00

Consistent with Comprehensive Plan?

Yes - GOAL 1 Continue to Define Norcross' Sense of Place

Policy 1-8: Add value to our community through landscaping, lighting, signage, underground utilities, and building design.

Next Steps

Sign contract and issue Notice to Proceed for The Garden Goddess to begin this project as outlined in the RFP and scope of work.

Attachments

Request for Proposals - PWUP 23-16

Proposal - The Garden Goddess, Inc. DBA Gardens By Design

Proposal Responsiveness

Draft Contractual Agreement - Seasonal Annual Container Services

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
ANNUAL SEASONAL COLOR CONTAINER SERVICES
RFP PWUP 23-16

City of Norcross

Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS RFP PWUP 23-16

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PWUP 23-16 – ANNUAL SEASONAL COLOR CONTAINER SERVICES**” on its face and submitted by **11:00 a.m. on October 20, 2023**. to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Christabel Ghansah
RFP PWUP 23-16 – Annual Seasonal Color Container Services
City of Norcross
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **5:00 p.m. on October 6, 2023**.

No proposal will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within thirty (30) days after the proposal opening and all proposals shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

RFP/RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP/RFQ for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-Statement of Qualifications webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.
5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., sample budget form, certification forms, etc.
8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the RFP/RFQ.
9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 INTRODUCTION

The City of Norcross is requesting proposals for the Annual Seasonal Color Container Maintenance Services for designated areas within the City of Norcross as illustrated in attached exhibits.

1.1 PROJECT SCOPE

All Seasonal Color Container contract services shall be provided on a bi-weekly basis Monday through Friday, excluding major Holidays, or as determined by the City prior to commencement of the contract, at all locations specified in Appendix B unless otherwise noted as exceptions. The Seasonal Color Maintenance work will include, but is not limited to, bi-weekly quality checks, grooming (deadheading, pruning of dead material, etc.), removing of litter in the containers, and fertilization every 6 weeks. All work must be conducted according to industry standards.

Seasonal installation will be done in October and April. The plant choices will differ in height, growing habit, color, and textures with an emphasis on drought tolerance. Plant Material will be replaced throughout the year as needed with particular attention to festival dates in October, December, April, May, and July. All pest/disease control and fertilization will be done through organic methods, unless otherwise permitted by City staff.

1.2 SPECIFICATIONS

All Seasonal Color Container Maintenance contract services shall be provided in accordance with the maintenance specifications. Seasonal Color Container Maintenance must be provided according to **Appendix C – Maintenance Checklist**. The service will be bi-weekly Monday through Friday, excluding major Holidays, as determined by the City prior to commencement of the contract, at all locations specified in **Appendix B – Locations and Number of Containers** unless otherwise noted as exceptions. The Seasonal Color Container work will include, but is not limited to, bi-weekly quality checks, grooming (deadheading, pruning of dead material, etc.), removing of litter in the containers, and organic fertilization every 6 weeks. All work must be conducted according to industry standards.

Responsibility of watering will be assumed by City staff, except for at time of planting, which will be done by Contractor.

In addition to the proposal submission requirements stated in this RFP, the following will be requested:

- Description of standard protocols, methods, and procedures to ensure quality and satisfying aesthetics
- Organizational structure of maintenance team, including management
- Total number of work hours per week
- Tabulation sheets by Project Site Locations

1.3 REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross staff.

1.4 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events.

1.5 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP should include the company name and the referenced RFP section in the following format:

Company Name
 1. Question
 Citation of relevant section of the RFP
 2. Question
 Citation of relevant section of the RFP

1.6 PROPOSAL SUBMISSION INSTRUCTIONS

10 pages maximum (*exclusive of resumes, cover sheets, cost proposal, and required forms*)

1. **Cover Letter** – Indicating interest and identifying a point of contact
2. **Firm Information** – Including office locations, size, and contact
3. **Organizational Chart** – Showing team structure and personnel
4. **Experience & Qualifications** – Including a summary of 3 projects of similar size/scope within the past 5 years. Include a reference with contact information for each project.
5. **Resumes** – Submitters shall include resumes for key personnel on the project
6. **Cost Proposal** – In a separate envelope, please include a monthly and annual breakdown and lump sum fee for all locations.

1.7 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	35
Technical Consideration (Proof of Sample)	25
Q/A (Appendix E)	15
Cost Proposal	15
References	10
Total	100

The City may schedule interviews with the top-scoring firms..

Experience & Qualifications – Demonstration of understanding of scope objectives of Seasonal Color Container Maintenance Specifications and commitment to complete work in a timely manner. Resumes and portfolios of key personnel.

Technical Considerations – Proof of samples and examples of current inventory as required in Section 2.1.3.

Q/A – As required in Appendix E

Cost Proposal – Includes cost for bi-annual installation as well as monthly maintenance costs.

References – 3 references of similar size and scope and with similar seasonal color maintenance specifications. Include contact names and current phone numbers.

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

2.0 GENERAL CONDITIONS

PROPOSERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR PROPOSALS.

2.1 QUALIFICATIONS

- 2.1.1** Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Proposers may be required to submit evidence setting forth qualifications which entitle his or her company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last two years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials (fertilizers/soil amendments, growing medium, tools, plant materials, etc.) for this contract. Proof of samples and examples of current inventory will be provided in the proposal for evaluation.

2.2 AUTHORITY TO SIGN

- 2.2.1** Proposers must ensure that the legal proper name of their firm and/or corporation is printed or typed as appropriate on all documents.

2.3 RIGHTS RESERVED

- 2.3.1** The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- 2.3.2** Proposers are advised to examine the Seasonal Color Specifications and all accompanied exhibits, plans, and specifications carefully and examine the site(s) of the proposed work, as are necessary, to familiarize themselves with location conditions, which may affect the proposed work. Proposers are also advised to inform themselves fully regarding conditions under which the work will be performed. The City of Norcross will not be

responsible for the Proposer's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

- 2.3.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.4 AWARD OF CONTRACT

- 2.4.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.
- 2.4.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.4.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- 2.4.4** Prior to execution of a Contract, a Utility Coordination Meeting is required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

2.5 PRODUCTION REQUIREMENTS

- 2.5.1** Time is of the utmost importance of this project. The successful Proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to the Seasonal Container Color specifications in the RFP.

2.6 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.6.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Shahin Khalili, Arborist/Land Development Inspector at Shahin.khalili@norcrossga.net**. The invoice shall contain a complete itemization of delivered goods and/or services. The total amount due, invoice number, invoice date, the

designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.

- 2.6.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.7 LOCATION AND SITE(S)

- 2.7.1** The site(s) of the proposed work is as provided in Appendix B. All work is within City limits of the City of Norcross, Georgia.
- 2.7.2** The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated exhibits and appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.7.3** The Vendor, before submitting a proposal is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s). The site(s) visit(s) must be confirmed by the Landscape and Beautification Manager.
- 2.7.4** The Vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

2.8 NON-COLLUSION

- 2.8.1** Vendor(s), by submitting a proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.9 MATERIALS

- 2.9.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.9.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.10 CONTRACT REQUIREMENTS

- 2.10.1** The successful Vendor is required to do the following within ten (10) days of Notice:
 - 2.10.1.1.1** Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.10.1.1.2** Provide Insurance Certificates as specified in the RFP documents.
 - 2.10.1.1.3** Provide bonding as required by the RFP documents.
- 2.10.2** Failure to execute the Contract, Contract Performance Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFP guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

2.11 SCHEDULE

- 2.11.1** Schedule: The Vendor shall provide to Shahin.Khalili@norcrossga.net a schedule of activities. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFP PWUP 23-16
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	September 19, at 2:00 p.m.
Deadline for Written Questions	October 6, 2023, at 5:00 p.m.
Proposals Due	October 20, 2023, at 11:00 a.m.
Proposal Evaluation	TBD
Contract Award (On/about)	TBD

APPENDIX B
RFP PWUP 23-16
LOCATIONS & NUMBER OF CONTAINERS

Location:	Number of Containers:
Public Works	3
Welcome Center	4
City Hall	2
Community Arts Center	8
Jones St	16
Wingo St	3
Holcomb Bridge	3
South Peachtree St	46
Skin Alley	3
Total number of containers:	88

*Locations of planters may shift to other locations listed as seen fit by the City.

APPENDIX C
RFP PWUP 23-16
MAINTENANCE CHECKLIST

- ☐ Check for any diseases or pests and treat accordingly, using pollinator friendly methods
- ☐ Hand pull any weeds that may be present
- ☐ Prune all dead or diseased material and haul plant debris away
- ☐ Throw away any trash, litter, or debris that may be in the containers
- ☐ Check to ensure moisture level of growing medium is satisfactory for plant health and make City staff aware if it is not
- ☐ Place containers in original location if they have been moved in between visits
- ☐ Every 3rd visit (6 weeks) apply organic fertilizer

APPENDIX D
RFP PWUP 23-16
EXAMPLES OF CONTAINERS



APPENDIX E
RFP PWUP 23-16
OPEN QUESTIONS

If a new container were to be added to the inventory, what would you, as a vendor, use as growing medium?

Provide an example of an integrated pest management (IPM) plan you would have in place for at least one kind of common pest or disease of your choosing.

Give some examples of plants and plant combinations you would use for both Autumn/Winter installations as well as Spring/Summer installations.

APPENDIX F
RFP PWUP 23-16
REFERENCES

Attachment: Request for Proposals - PWUP 23-16 (23-6872 : Contract Award for Annual Seasonal Color Container Services)

APPENDIX G
RFP PWUP 23-16
COST PROPOSAL

In a separate envelope, please include a monthly and an annual line-item breakdown and lump sum fee for all buildings.

APPENDIX H
RFP PWUP 23-16
PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

_____ Packet Checklist (attached to proposal package)

_____ Two Hard Copies & One Electronic Copy of Proposal Package (*including completed appendices and all required forms*)

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#)

_____ Mail or deliver to:

PWUP Department
 Attn: Christabel Ghansah, Capital Projects Manager
 City of Norcross
 345 Lively Avenue
 Norcross, GA 30071

APPENDIX H
RFP PWUP 23-16
PACKET CHECKLIST

PROJECT: Annual Seasonal Color Container Services

DATE: October 13, 2023 for Contract Year 2024

Please use this checklist to ensure you have properly completed all forms and requirements.
You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

- ☒ Packet Checklist (attached to proposal package)
- ☒ Two Hard Copies & One Electronic Copy of Proposal Package (*including completed appendices and all required forms*)
- ☒ Certificate of Liability Insurance
- ☒ E-Verify Contractor & SAVE Affidavits
- ☒ Mail or deliver to:
PWUP Department
Attn: Christabel Ghansah, Capital Projects Manager
City of Norcross
345 Lively Avenue
Norcross, GA 30071

**The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092
404-314-6899**

October 13, 2023

Regarding RFP PWUP 23-16

Cover Letter

To whom it may concern,

As the owner and operator of The Garden Goddess, Inc. DBA Gardens By Design, I am writing to you, not only as a Landscape Designer and Installer, but as a longtime resident of Norcross/Peachtree Corners. I am immensely interested in performing the work of planting and maintaining the seasonal color containers for the City. I spend a great deal of time in Historic Norcross, and I have grown to consider it "my community" so, this contract is not just a job for me, it's a commitment to my community. It's a commitment to the residents, the businesses, and the thousands of visitors who pass through each year.

As a lover of the environment and plants in general, it has been my long-standing practice over the last 18 years to build and maintain a business of integrity and harmony with nature. I support the City's commitment to be a Tree City and to maintain their Bee Friendly certification.

Please review my resume, client list and references and let me know if you have any questions.

Sincerely,



Leslie V. Marcinek
The Garden Goddess, Inc.
DBA Gardens By Design
thegardengoddessinc@gmail.com
404-314-6899

**The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092
404-314-6899**

October 13, 2023

Regarding RFP PWUP 23-16

Firm Information

The Garden Goddess, Inc.
DBA Gardens By Design
Contact – Leslie Marcinek
404-314-6899
thegardengoddessinc@gmail.com

We have been an established business since 2004. We have one (1) business location, which is noted above on the letterhead, in Peachtree Corners/Norcross, GA of 1,000 square feet.

We rent space for the storing of equipment, trucks and trailers which is located at 2655 Langford Road, Norcross, GA.

Maintenance for the containers will be done by myself, Leslie Marcinek, and Melissa Timberlake. As a local woman owned company, we wear many hats. If needed a member of my maintenance crew can also perform the maintenance on the containers in Norcross.

I design and personally procure all my plant material to assure the best quality plants. I only buy materials from reputable growers in Norcross and surrounding areas. My plant vendors have been in business for over 30 years and adhere to the strictest growing practices. I am on site to install every plant I procure for all my jobsites, to be sure plants are placed and planted correctly within the design scope. We strive for excellence for all our clients, making sure all our work is done properly, on time, the first time.

**The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092
404-314-6899**

October 13, 2023

Regarding RFP PWUP 23-16

Organizational Chart for:

The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092

President/CEO

Vice President

Leslie V. Marcinek

Treasurer/Secretary

Melissa Timberlake

Crew Members

Lawn and Perennial Garden Maintenance Team

Installation Team

**The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092
404-314-6899**

October 13, 2023

Regarding RFP PWUP 23-16

Qualifications and Experience for:

The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092

ReluTech
22 Technology Parkway South
Peachtree Corners, GA
Scott Luce Manger – 404-452-2662

Commercial Project

Designed and implemented a landscape for the office building of ReluTech. They requested a design that included harmony with their natural surroundings and a place for the employees to relax during lunch breaks and the ability to have outdoor meetings. The space was 1/2 to 3/4 of an acre.

- 1.) The design encompassed (3) main areas including irrigation installation with special attention to water conservation by installing plants that would use less water after being established and drip irrigation where we could. A pedestrian bridge and walkway were also incorporated into the design.
- 2.) One in sun with flowering trees, shrubs and perennials with a (4) season bloom time.
- 3.) One in shade with flowering perennials, ground covers and large boulders to use as seating within the natural environment.
- 4.) A Wildflower Garden with seating and a place for pollinators to congregate.
 - a.) I was able to solve an erosion issue within the design scope by using plants instead of building retaining walls.

Debbie Howell
267 Longview Drive
Norcross, GA 30071
404-210-9404

Residential Project

Designed and implemented a newly landscaped backyard, outdoor patio, outdoor kitchen and pool.

- 1.) The design included building a retaining wall to level the backyard to be able to install a new paver patio, with an outdoor kitchen and a pool adjacent to the existing house.
- 2.) The upper level of the yard was landscaped with flowering trees, shrubs, perennials and new sod.
- 3.) Drainage issues were resolved for rain runoff with special attention to pool area.
- 4.) Outdoor lighting and music system was also completed within the scope of the project.

Scott Lippman
3611 Cedar Corners Place
Peachtree Corners, GA 30092
770-361-5174

Residential Project

Designed and implemented a large boulder retaining wall, drainage, patio and plantings.

- 1.) The design included a retaining wall to separate the lower and upper part of the yard, which had a natural division and was eroding with rain runoff.
- 2.) The boulder wall was 140 feet long by 3-3.5 feet high creating a defined upper-level natural area adjacent to the woods.
- 3.) This allowed us to level the lower area and install sod.
- 4.) We worked around existing old growth trees so as not to disturb the natural feel of the private backyard.
- 5.) We fixed a long-standing drainage issue, so they no longer have standing water around the property helping to eliminate mosquito habitat.
- 6.) We installed plant material in a heavily shaded area that will prevent mud and weeds. It will also fill in to become a carpeted area of ground cover to prevent erosion and make this part of the yard a usable walking area.

**Leslie V. Marcinek
The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners PL
Norcross, GA 30092
404-314-6899
thegardengoddessinc@gmail.com**

Experience:

The Garden Goddess Inc., 3661 Cedar Corners Place, Norcross, GA

2017 – Present

I have continued to expand my design and installation business including adding more perennial garden design and installation, Pollinator friendly wildflower gardens and meadows, bog and rain gardens, and larger full scale landscape designs of trees and shrubs.

I have added design and implementation of:

- a.) Hardscapes, walkways, patios, decks, retaining walls and outdoor kitchens.
- b.) Integrated screen porch design to outdoor living spaces working with an Architect.
- c.) Drainage work to make outdoor spaces more usable, including dry creek beds.

2017-

- a.) Added Annual Beds at The Welcome Center and Discovery Gardens in Historic Norcross along with additional containers the City of Norcross added along the street scape.

2016 - Acquired 'Gardens By Design' after working with them as an installation vendor.

- a.) Took over design and installation of all Containers for the City of Norcross and HOA's in the Norcross and Peachtree Corners area, as well as many residential clients annual flower beds and container plantings.

2007 - Expanded design and installation to include:

- a.) Full property designs and installation.
- b.) Spring and Fall annual beds and containers for clients.

2006 – Acquired 'Lee Landscape Management' and expanded 'The Garden Goddess, Inc.' into lawn maintenance. We currently service seventy clients each week. Many of my clients have been with me since my 2006 acquisition. I upgraded the business model from basic lawn maintenance services to high end hand pruning and perennial garden maintenance which requires more knowledgeable employees who are able to pay close attention to detail. My crew members are well versed in how shrubs grow, how and at what time of year is best to hand prune shrubs which helps them to thrive and bloom beautifully.

2004– Started the company ‘The Garden Goddess’ and offered services such as:

- a.) High-end pruning and Organic Gardening
- b.) Annual and Perennial Garden installations
- c.) Zen Garden Design, installation, and maintenance
- d.) Pollinator Garden design, installation, and maintenance

Hastings Garden Center, 3920 Peachtree St., Atlanta, GA

Sales Associate – March 2003 – June 2004

Work with customers on plant selection for perennial and annual gardens. Assist in landscape design using a wide selection of trees, shrubs, perennial, and annual color from traditional designs to more custom designs. Create and execute container gardens to be sold to customers and for use on the Hastings property for marketing purposes. Designed miniature gardens / landscapes for sales presentation at garden shows as well as for sale in the retail store. Assist landscape designers in plant selection for their customers, as well as offering ideas for alternative plant selections. assist Store manager in merchandising of garden art, garden gear, tools, and supplies. Assist receiving manager with the intake process of plant material and placement in the gardens. Design and merchandise plant material for display to increase sales.

1986-1999 – Worked as a project manager for various Fortune 500 companies, including Duracell, Coca-Cola, and British Telecommunication

Education –

2014-Present – Attended several Continuing Education classes at Wintergreen Conference.

- a.) Plant identification in the wild, which plants are toxic.
- b.) New pest management methods for landscapes, including using biodiversity, and releasing beneficial insects into the environment.
- c.) New plant releases for the Southern Landscape
- d.) New design ideas for Landscape Design
- e.) Conserving Pollinators in the Landscape
- f.) All you need to know about Trees in the Landscape
- g.) How to best preserve and prune old growth landscapes.
- h.) Nonchemical weed control in the landscape.
- i.) Soil basics and fertility.

2007 – Earned a Certificate in Erosion and Sediment Control from the State of Georgia.

2004 – While working at Hastings Garden Center I attend several classes on plants, growing mediums and seed growing.

1997 – Earned my Master Gardeners Certification from the State of Georgia at the top of my class while working in my corporate job.

APPENDIX E

RFP PWUP 23-16

OPEN QUESTIONS

If a new container were to be added to the inventory, what would you, as a vendor, use as growing medium?

Each new container will be installed using CLM – Complete Landscape Mix, an ItSaul Natural planting soil. It contains organic soil, hen manure, worm castings and expanded slate chips. I also use a slow-release fertilizer when planting. A liquid fertilizing drench is done every six weeks after new plants are installed. Each subsequent planting hen manure or worm castings is added to the containers before new plants are installed.

Provide an example of an integrated pest management (IPM) plan you would have in place for at least one kind of common pest or disease of your choosing.

Check each container thoroughly for insects and disease every two weeks during the maintenance time with special attention to areas under the leaves and at stem to leaf intersection.

- 1.) Japanese beetle grubs, use at least one application of Milky Spore bacteria to all containers and mix in soil. With a second application if necessary. I would use another application in Spring planting to prevent grubs.
- 2.) Aphids – Apply Safer Soap Insecticidal spray to foliage to kill the insects. Hand pick or apply rubbing alcohol to woolly aphids. This would be done before 7 am or after 10 pm.
- 3.) Scale – Horticultural Oil is applied to leaves and stems during the cool temperatures.

All of these methods for controlling insects and disease are Bee Friendly though more labor intensive.

Give some examples of plants and plant combinations you would use for both Autumn/Winter installations as well as Spring/Summer installations.

Spring/Summer

- 1.) Large Tropical plants such as:
 - a. Tibouchina Grandifolia
 - b. Tibouchina Dwarf Jules
 - c. Mandevilla – Pink, White
 - d. Dipladenia – Red, White
- 2.) Whopper Begonias – Rose Greenleaf
- 3.) Vinca Apricot with Red Center

- 4.) Euphorbia Diamond Frost White – for light and airy accent
- 5.) Vinca soiree – small flower for accent plant
- 6.) Creeping Charlie as trailing
- 7.) Portulaca flowers to under plant and trail
- 8.) Kimberly Queen Ferns

Spring/Summer –

- 1.) Large Tropical plants such as:
 - a. Hibiscus as a shrub or tree form
 - b. Ornamental black pepper plants for accent
 - c. Bright upright Vinca to blend or contrast.
 - d. Caladiums mixed with Baby Wing Begonias

Autumn/Winter

- 1.) Large evergreen shrub
 - a. Podocarpus
 - b. Under plant with colorful Pansies
 - c. Curly Juncus
 - d. Colorful Pansies or Violas
 - e. Sorrell – with Violas or Pansies
- 2.) Large Evergreen Shrub
 - a. Edgeworthia or Carolina Sapphira
 - b. Under plant with colorful Violas and Sorrel
 - c. Blue Arrows Juncus
 - d. Crane Kale
 - e. Violas and Pansies in colorful combinations
 - f. Dianthus with Violas in contrasting colors

APPENDIX F
RFP PWUP 23-16
REFERENCES

ReluTech

22 Technology Parkway South

Peachtree Corners, GA 30092

Scott Luce – 404-452-2662

Debbie Howell

267 Longview Drive

Norcross, GA 30071

404-210-9404

Scott Lippman

3611 Cedar Corners Place

Peachtree Corners, GA 30092

770-361-5174



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2023

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.

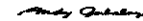
IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate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

PRODUCER StateFarm  Andy Jabaley 10917 Highway 92 Suite 100 Woodstock GA 301886330		CONTACT NAME: Andy Jabaley PHONE (A/C, No, Ext): 770-926-4434 FAX (A/C, No): E-MAIL ADDRESS: andy.jabaley.ichk@statefarm.com	
INSURED THE GARDEN GODDESS, INC 3661 CEDAR CORNERS PL NORCROSS GA 300922411		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: INSURER C: 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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	N	N	91-G3-M057-7	12/05/2022	12/05/2023	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMP/OP AGG \$ 200,000				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$				

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

CERTIFICATE HOLDER	CANCELLATION 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  This form was system-generated on 10/13/2023
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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: Annual Seasonal Containers Services Date of Project: Contract years 2024

Legal Name of Contractor: The Garden Goddess, Inc. DBA Gardens By Design

Address: 3441 Cedar Corners Place City: Norcross State: GA Zip Code: 30092

Federal Work Authorization User Identification Number (E-Verify Number): 2296262 (4-6 digit numeric #)

Date of Authorization: 10/13/2023

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: _____**

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

Signature of Authorized Officer/Agent: Leslie V. Maranuk Date: 10/17/2023 Printed Name and Title of Authorized Officer/Agent: Leslie V. Maranuk - CEO

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 17th DAY OF October, 2023

Executed in Norcross (City), Georgia (State)

Karin Seamons
NOTARY PUBLIC Signature

8/4/2026
My Commission Expires



Gwinnett County, Georgia
Notary Public
Karin Seamons
My Commission Expires 8/4/2026



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 _____ (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: _____.

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? Passport

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, Leslie V. Marcinek (representative for) The Garden Goddess, Inc. DBA Gardens By Design
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

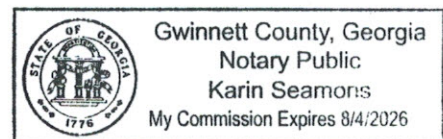
Leslie V. Marcinek 10/17/2023
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 17th DAY OF October, 2023

Executed in Norcross (City), Georgia (State)

Karin Seamon
NOTARY PUBLIC Signature

8/4/2026
My Commission Expires



APPENDIX G
RFP PWUP 23-16
COST PROPOSAL

In a separate envelope, please include a monthly and an annual line item breakdown and lump sum fee for all buildings.

**The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092
404-314-6899**

October 13, 2023

Regarding RFP PWUP 23-16

Cost Proposal for Annual Seasonal Color Containers and Services:

The Garden Goddess, Inc.
DBA Gardens By Design
3661 Cedar Corners Place
Norcross, GA 30092

Installation cost for Seasonal Color for 88 Containers in the Historic Downtown of Norcross:

Spring/Summer Season -	\$ 15,136.00
Autumn/Winter Season-	\$ 15,136.00
Yearly Installation Cost -	\$ 30,272.00

Maintenance Costs for 88 Containers –

Spring/Summer Season -	\$ 2,500.00
Autumn/Winter Season -	\$ 2,500.00
Yearly Maintenance Cost -	\$ 5,000.00
Monthly Maintenance -	\$ 417.00
Total Cost for the Year -	\$ 35,272.00

PROPOSAL RESPONSIVENESS

Request for Proposals for Annual Seasonal Color Container Services

Name of Firm: The Garden Goddess, Inc. DBA Gardens By Design

Proposal Requirement	Responsive		Comments
	Yes	No	
Cover Letter	Yes		
Firm Information	Yes		
Organizational Chart	Yes		
Experience & Qualifications	Yes		
Resumes & Portfolio (Key Personnel)	Yes		
Q/A	Yes		
References	Yes		
E-Verify & SAVE Affidavit	Yes		
Certificate of Liability Insurance	Yes		
Fee Proposal	Yes		

Attachment: Proposal Evaluation (23-6872 : Contract Award for Annual Seasonal Color Container Services)

DRAFT CONTRACT

***AGREEMENT BETWEEN THE GARDEN
GODDESS, INC. DBA GARDENS BY DESIGN
AND
THE CITY OF NORCROSS
ANNUAL SEASONAL COLOR
CONTAINER SERVICES
Project # 23-16***

Contents

Agreement for Annual Seasonal Color Container Services.....	3
ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT	3
ARTICLE 2 – COMPENSATION.....	3
ARTICLE 3 – PAYMENTS.....	3
ARTICLE 4 – PERIOD OF SERVICE	3
ARTICLE 5 – CHANGES IN SCOPE OF SERVICES.....	3
ARTICLE 6 – STANDARD OF CARE	4
ARTICLE 7 – INDEMNIFICATION	4
ARTICLE 8 – LIMITATION OF LIABILITY	4
ARTICLE 9 – INSURANCE.....	5
ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT	5
ARTICLE 11 – PERSONNEL	5
ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA.....	6
ARTICLE 13 – PERMITS AND LICENSES	6
ARTICLE 14 – ADHERENCE TO LAWS	6
ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS.....	6
ARTICLE 16 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT	7
ARTICLE 17 – FORCE MAJEURE	7
ARTICLE 18 – PROJECT DELAY	7
ARTICLE 19 – [RESERVED]	8
ARTICLE 20 – GOVERNING LAW	9
ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION	9
ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS	10
ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS	12
ARTICLE 24 – MISCELLANEOUS	12
APPENDIX A – SCOPE OF SERVICES FOR ANNUAL SEASONAL CONTAINER SERVICES	14
APPENDIX B – COMPENSATION FOR ANNUAL SEASONAL COLOR CONTAINER SERVICES.....	19

Agreement for Annual Seasonal Color Container Services

This Agreement, made and executed as of the _____ day of _____, 2023 by and between _____ with a place of business at _____ (hereinafter called "Consultant") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to the annual seasonal color containers (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant dated **October 13, 2023** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposal (RFP 09-06).

ARTICLE 2 – COMPENSATION

Consultant will be compensated for Services as set forth in Appendix "B."

ARTICLE 3 – PAYMENTS

Consultant will submit monthly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1 ½%) per month, without limiting other remedies.

ARTICLE 4 – PERIOD OF SERVICE

The Consultant shall make reasonable efforts to complete its services for the project within the time period set forth in the Proposal.

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

The Client may, at any time, make changes in the Scope of Services for the project or in the definition of services to be performed. In the event Client notifies Consultant of its desire to make a change in the Scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services.

Equitable adjustments to price and time of performance resulting from a change in Scope of Services will be negotiable and upon mutual Agreement by Client and Consultant. This Agreement will be modified by a written instrument, signed by both Parties, to reflect the changes in Scope of Services, price, and schedule.

Client shall have the right to terminate this agreement with sixty (60) days by written notice for or without cause. In the event of such termination, all sums due to Consultant shall be paid in proportion of the work completed. Consultant shall deliver a work product and confidential information (as defined in Article 15) and any other information or documents in possession of Consultant to the Client within seven (7) days of the termination.

ARTICLE 6 – STANDARD OF CARE

- A. Consultant shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date]*. Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial services required, to the extent caused by Consultant's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

Consultant will, indemnify and hold the Client harmless from, liabilities, costs, expenses (including attorney's fees to the extent recoverable under law) suffered and brought by third-party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Consultant, its employees or sub-consultant. No negligence shall be attributed to Consultant based on acts or omissions of Client's contractor or other Consultants.

ARTICLE 8 – LIMITATION OF LIABILITY

Client shall have no liability to the Consultant for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability. The Parties agree that the limitations and exclusions of liability set forth shall not be interpreted as a form of indemnification.

ARTICLE 9 – INSURANCE

- A. During the term of this Agreement, Consultant shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 2. Employer's liability insurance with a minimum of \$250,000.
 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. Consultant shall furnish Client Certificates of Insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT

The Consultant shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Worker's Compensation statute or other law and shall not be so construed. This agreement shall not be construed as an agreement for partnership or joint venture.

ARTICLE 11 – PERSONNEL

Consultant agrees that during Consultant's performance of Services hereunder, adequate provision shall be made to staff and retain the Services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Consultant, and Consultant shall remove any personnel not acceptable to Client.

Consultant may remove personnel assigned to the project without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

Consultant shall upon execution of this document identify an individual who shall serve as the primary contact for the project and to whom any change orders or requests for services or information shall be forwarded.

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

All materials and information that are the property of Client and all copies or duplications of Services. Consultant may retain one complete set of reproducible copies of all of its Instruments of Service.

ARTICLE 13 – PERMITS AND LICENSES

Consultant represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of Federal, State, or Local governmental authority, are required to maintain to perform the Services.

ARTICLE 14 – ADHERENCE TO LAWS

Consultant shall adhere to Federal, State, and Local laws, rules, regulations, ordinances, and the direction of applicable agencies applicable to performance of the Services hereunder including without limitation, all applicable provisions of Federal, State, and Local law relating to equal employment opportunity and non-discrimination.

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

Client and Consultant agree that any disclosure will be made on the following basis:

- A. Confidential Client information ("Primary Data") disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.
- B. Upon completion of the project or sooner if Client so requests the Consultant shall return to Client's representative all primary data furnished to the Consultant under this Agreement and shall if requested deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Consultant for use in connection with the project ("Secondary Data")
- C. Consultant shall not use for itself or to disclose to third parties any primary data or secondary data without the prior written consent of Client.

D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Consultant's association with this project terminates. Those closure obligations shall not apply to any data which:

1. Was known to the Consultant (and previously unrestricted) before disclosure of primary data to Consultant under this Agreement or before generation of secondary data;
2. Is subsequently acquired by the Consultant from a third party who was not in default of any obligation restricting the disclosure of such information; or
3. Is subsequently available or becomes generally available to the public.

E. Notwithstanding this non-disclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other Clients.

ARTICLE 16 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT

All specifications, drawings, and other engineering documents that are prepared by Consultants shall be sealed by a registered Professional Engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

ARTICLE 17 – FORCE MAJEURE

Any delays in or failure of performance by Consultant or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Consultant, as the case may be, including but not limited to, acts of God or the Public Enemy compliance with any other or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of Workman, whether direct or indirect, or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Consultant respectively. If any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

ARTICLE 18 – PROJECT DELAY

If the Consultant's Proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum bases and the Consultant's work on any phase of the services is extended by one or more forced major events or other delays not to the extent caused by negligence of Consultant, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

- A. Client and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. If any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.
- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

- A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. Consultant may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.
- C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars (\$1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.
- D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
- E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

- F. Contractor warrants all work for a period of twelve (12) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.
- G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.
- H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sought to be bound.

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

Notices and or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Consultant

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

Either party may, by written notice to the other, change their representative or the address to which such notices, certified certificates, or communications are to be sent.

Any notice or communication required in writing here under shall be given by registered, certified, or first-class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the US post office for transmission by registered, certified, or first-class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Consultant here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of consultant to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

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

Consultant

By: _____

Title: _____

Client

By: _____

Title: _____

APPENDIX A – SCOPE OF SERVICES FOR ANNUAL SEASONAL COLOR CONTAINER SERVICES

APPENDIX B – COMPENSATION FOR ANNUAL SEASONAL COLOR CONTAINER SERVICES

* Please note that appendices A & B are the extracted from proposal.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6873	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Contract Award for Stormwater Pipe Replacement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contract Award for Stormwater Pipe Replacement](#)
2. [A1\) ITB PWUP 23-15](#)
3. [A2\) Location Maps of Stormwater Pipes to be Replaced](#)
4. [A3\) Bid & Contract Agreement with DAF Concrete, Inc.](#)
5. [A4\) Bid & Contract Agreement with Blount Construction Company, Inc.](#)

Title
Contract Award for Stormwater Pipe Replacement

Drafter
Matthew Zaki



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Donald Maxwell – Stormwater Superintendent

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23- (provided by Clerks)

Title: Contract Award for Stormwater Pipe Replacement

CC: Eric Johnson

Recommendation

Approve the recommendation to award the stormwater pipe replacements to two contractors

- 1) DAF Concrete, Inc for 4 locations.
- 2) Blount Construction Company for 1 location.

Background

In 2022, the city solicited bids from qualified contractors to assess the city's aging stormwater pipes infrastructure, in efforts to address the needed repairs to extend the life of the storm pipes and culverts. The City of Norcross selected a qualified contractor to rehabilitate stormwater pipes using cured-in-place pipe (CIPP) trenchless technology.

The condition of the pipes were determined using CCTV (Closed Circuit TV) verification, upon completion of the CCTV, and the extent of the corrosion of each pipes, it was determined what pipes qualify for relining, what others for point repairs and which ones needed full replacement. In some cases, pipes that required minor point repairs, these are handled on an as needed basis and must be completed promptly to expedite the pipe relining.

The CCTV confirmed multiple locations (Five) in this phase, where the stormwater pipes are severely corroded and are beyond relining or point repair, these pipes must be replaced to restore the required flow capacity, as well as to prevent any additional structural damage to either the pipes or the roadways that could cause sinkholes and depressions. In addition to the pipe replacement, some projects will require additional infrastructure such as addition of stormwater Inlets, Junction Boxes, headwalls, Curb and Gutter to ensure proper performance of the replaced pipe.

The pipes proposed to be replaced at listed below.

- 1) 120' – 18" CMP on Exeter Circle, add headwall.
- 2) 32' – 15" RCP on N. Peachtree Street, add headwall, remove trees.

- 3) 120' – 42" HDPE @ Terrace Club Court, add headwall, remove trees.
- 4) 60' – 24" RCP, add two Double Wing Catch Basins, 100' of 24" curb and Gutter along Valley Road.
- 5) 260' – 18" RCP, add 2 Junction Boxes, modify Junction box, replace 260' of 24" curb and gutter at the intersection of Ridgecrest Drive and Longview Drive.

The City issued an Invitation to Bid, bidders submitted to the city in response to the ITB, upon review of the bids, it was determined that the 2 contractors are the most responsible and responsive bidders.

Financial Impact

The total costs to perform the pipe replacements will amount to approximately \$267,638.51, costs associated with the pipe replacement were approved as Capital outlay.

Consistent with Comprehensive Plan?

Proceeding forward with this contract extension enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services.

Next Steps

Upon approval and contracts signature, City staff will coordinate with contractors the Notice to Proceed.

Attachments

- A1) ITB 23-15
- A2) Location maps of stormwater pipes to be replaced.
- A3) Bid & Contract Agreement with DAF Concrete, Inc.
- A4) Bid & Contract Agreement with Blount Construction Company, Inc.

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

INVITATION TO BID
STORMWATER PIPE REPLACEMENT
ITB PWUP 23-15

Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

City of Norcross

Department of Public Works, Utilities & Parks

INVITATION TO BID STORMWATER PIPE REPLACEMENT ITB PWUP 23-15

OVERVIEW:

The BID package should be clearly marked “**ITB PWUP 23-15 – STORMWATER PIPE REPLACEMENT**” on its face and submitted by **11:00 a.m. on October 20, 2023**. to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Christabel Ghansah
ITB PWUP 23-15 – STORMWATER PIPE REPLACEMENT
City of Norcross
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **5:00 p.m. on September 29, 2023**.

No BID will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within thirty (30) days after the BID opening and all BIDS shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the ITB and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-bid meeting** if one is offered. These meetings provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the ITB.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for this ITB will be posted on the City's website and will include all questions asked and answered concerning the ITB.
5. _____ **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., sample budget form, certification forms, etc.
8. _____ **Check the City website for ITB addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the ITB.
9. _____ **Review and read the ITB document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 **INTRODUCTION**

The City of Norcross is soliciting competitive sealed bids from qualified contractors for stormwater pipe replacements within the City of Norcross as shown in attached maps. This project consists of the removal of the underground stormwater pipes, replacing them with the exact size and length along with the addition of stormwater structures (catch basins, headwalls, etc.) and curb and gutter required to ensure the proper performance of the stormwater conveyance system.

1.1 **PROJECT SCOPE**

The City of Norcross is soliciting sealed competitive bids from qualified contractors for stormwater pipe replacement for designated areas within the City. This project consists of the removal of the underground stormwater pipes, replacing them with the exact size and length along with the addition of stormwater structures (catch basins, headwalls, etc.) and curb and gutter required to ensure the proper performance of the stormwater conveyance system.

See Appendix B – Maps for detailed information.

All work must be completed in accordance with industry specifications and standards.

1.2 **SPECIFICATIONS**

All bids should be in duplicate with the same information submitted electronically (USB). Bids are legal and binding upon the bidder when submitted. The written bid documents are final and supersede any verbal or written prior communications between the parties.

No bid will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No bid may be withdrawn within thirty (30) days after the BID opening and all bids shall remain firm during this period. Requests for withdrawals must be submitted in writing.

Award will be made to the most **responsive and responsible** lowest bidder. Awards will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with specification guidelines, show evidence of experience and qualifications, and prove that they are qualified to carry out the scope of work.

Bids will be accepted for individual locations, in aggregate, or in any combination offering the best cost proposal (i.e., A Contractor may be awarded all projects listed in this ITB, Contractor A may be awarded 2 projects and Contractor B awarded 3 projects, 5 Contractors each awarded a project, etc.).

Please indicate in your bid which project(s) you're bidding on, individual costs for each project and total costs.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder at its discretion.

1.3 REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross staff.

1.4 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially government).

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in this line of work under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long? Please include proof of coverage.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).

- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List three similar projects recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.
- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City.

If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

1.5 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events.

1.6 COMMUNICATIONS WITH STAFF

All questions about this ITB should include the company name and the referenced ITB section in the following format:

Company Name
 1. Question
 Citation of relevant section of the ITB
 2. Question
 Citation of relevant section of the ITB

2.0 GENERAL CONDITIONS

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BIDS.

2.1 QUALIFICATIONS

- 2.1.1** Bids will only be considered from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and tools for this contract. Proof of samples and examples of current inventory will be provided to the City in the bid for the City staff to take into consideration.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the cost proposal is greater than \$30,000.00, then bids must be accompanied by a certified check or cashier's check or acceptable performance bond in an amount not less than five percent (5%) of the amount proposal per section, and failure to submit a performance bond will be cause for rejection.

2.3 AUTHORITY TO SIGN

- 2.3.1** Bidder must ensure that the legal proper name of their firm and/or corporation is printed OR typed as appropriate on all documents.

2.4 RIGHTS RESERVED

- 2.4.1** The City of Norcross reserves the right to reject any or all bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, cost, work of this type successfully completed and past performance with the City of Norcross.

- 2.4.2** Bidders are advised to examine the site(s) of the proposed work, as are necessary, to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- 2.4.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.

2.5 AWARD OF CONTRACT

- 2.5.1** The contract will be awarded to the most qualified firm whose bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

2.5.1.1 The bid evaluation will be based on the following criteria:

- Bid price
- Compliance with submission guidelines and specifications (including all required forms and documents)
- Qualifications of personnel/Ability to complete scope of work
- Commitment to completing projects timely
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Bidders are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

- 2.5.2** Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. A Bidder's failure to demonstrate the ability to proceed as required may result in contract cancellation.

- 2.5.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- 2.5.4** Prior to execution of a Contract, if the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful Bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this ITB.
- 2.5.5** Prior to execution of a Contract, a Utility Coordination Meeting is required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1** Time is of the utmost importance of this project. The successful Bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater Superintendent at donald.maxwell@norcrossga.net**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
- 2.7.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.8 LOCATION AND SITE(S)

- 2.8.1** The site(s) of the proposed work is as provided in Appendix B. All work is within City limits of the City of Norcross, Georgia.
- 2.8.2** The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

2.9 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.9.1** The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

2.10 NON-COLLUSION

- 2.10.1** Vendor(s), by submitting a bid, certify that the accompanying bid is not the result of, or affected, by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.11 MATERIALS

- 2.11.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.12 CONTRACT REQUIREMENTS

2.12.1 The successful Vendor is required to do the following within ten (10) days of Notice:

2.12.1.1.1 Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.

2.12.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.12.1.1.3 Provide bonding as required by the ITB documents.

2.12.2 Failure to execute the Contract, Contract Performance Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the Bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate.

2.13 GENERAL CONSTRUCTION GUIDELINES

2.13.1 The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

2.13.2 The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.

2.13.3 Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works.

2.13.4 The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

2.14 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.14.1 Permits

No permits are anticipated for this project.

2.14.2 Construction Schedule

If applicable, the Contractor shall provide the Stormwater Superintendent with a schedule indicating the order in which the streets will be resurfaced and an approximate schedule of when the work will be completed on each street. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents. Contractors are required to notify Homeowners and business merchants via flyers.

2.14.3 Work Hours

The daily hours are 8:00 a.m. – 10:00 p.m. on weekdays and 8:00 a.m. – 10:00 p.m. on weekends

2.14.4 Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works.

2.14.5 Residential Refuse

The Contractor is required to contact Norcross Public Works, Utilities & Parks Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

2.14.6 Project Briefing

All bidders are required to schedule an appointment with the Stormwater Superintendent in order to inspect each work site. The Superintendent can be reached at donald.maxwell@norcrossga.net or 678-421-2069.

2.14.7 Disposal of Refuse

The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

APPENDIX A
ITB PWUP 23-15
SCHEDULE OF EVENTS

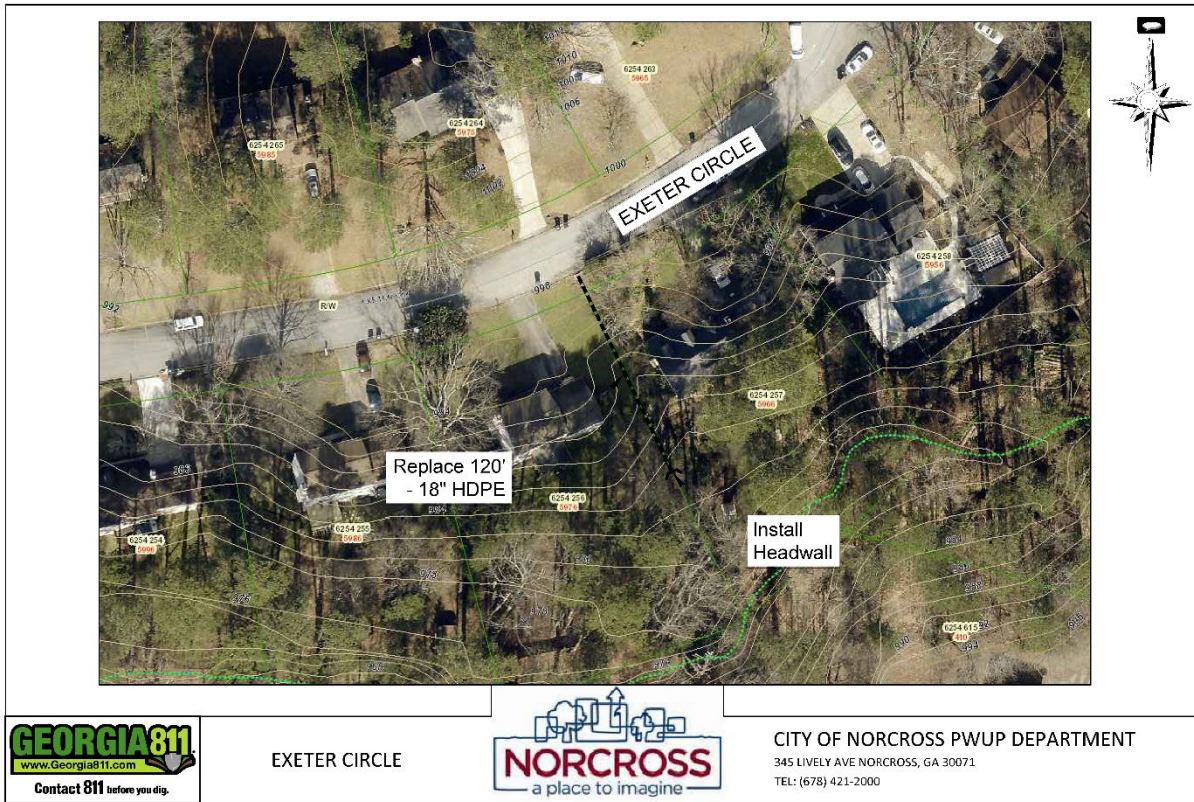
Event:	Date:
Release of RFP	Sept. 13, 2023, at 11:00 a.m.
Deadline for Written Questions	Sept. 29, 2023, at 5:00 p.m.
Proposals Due	October 20, 2023, at 11:00 a.m.
Evaluation	TBD
Contract Award (On/about)	TBD

Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

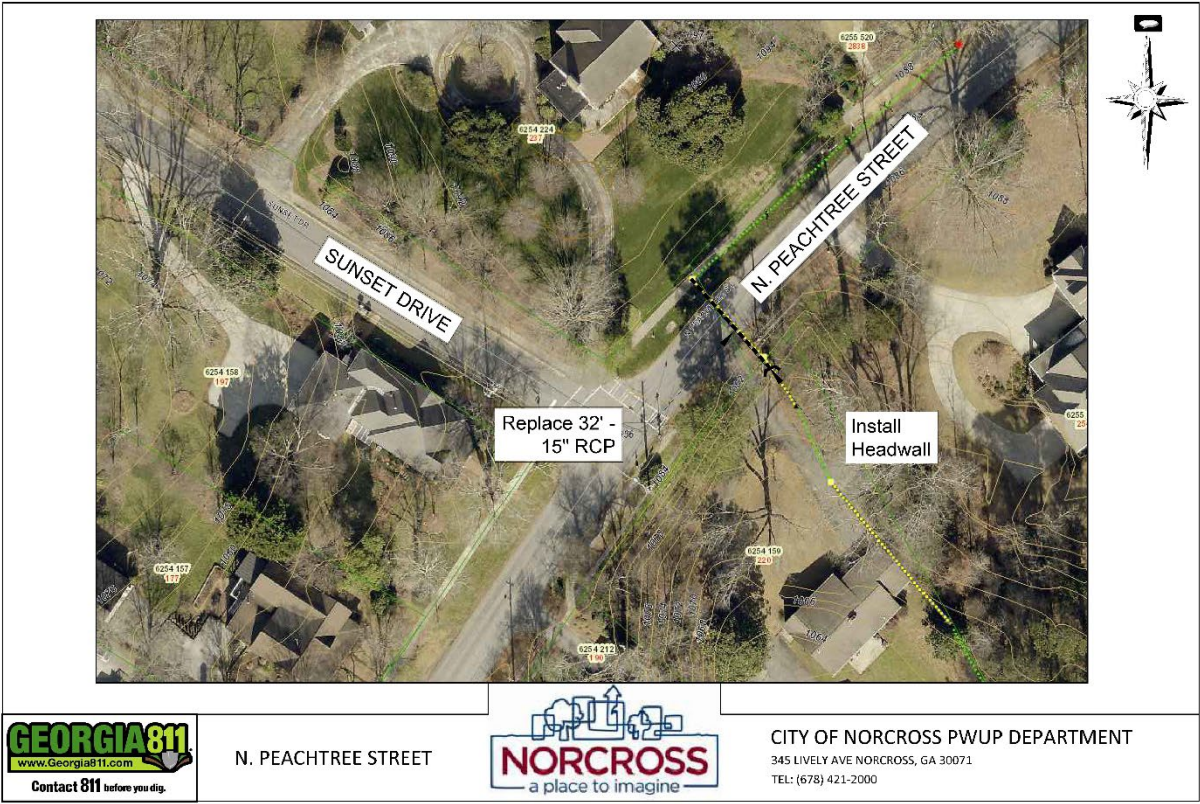
APPENDIX B
ITB PWUP 23-15
MAPS

Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

B-1 Exeter Circle

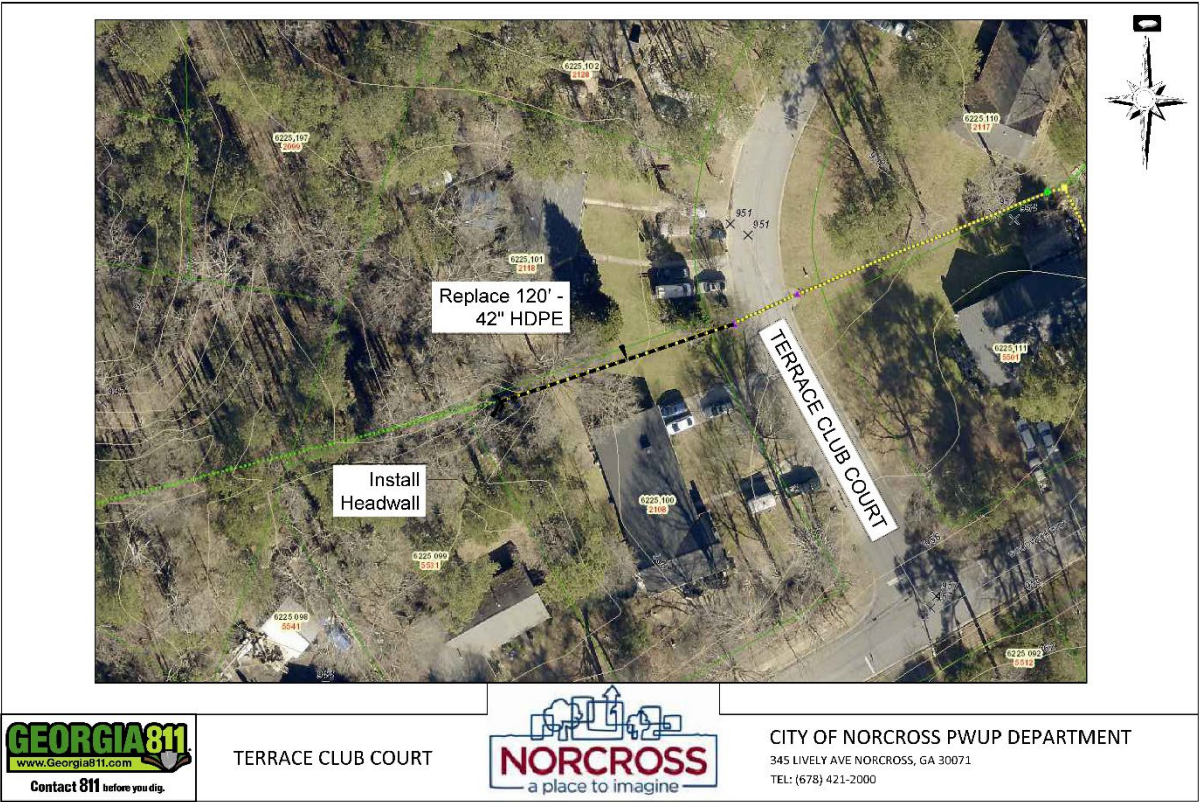


B-2 North Peachtree Street



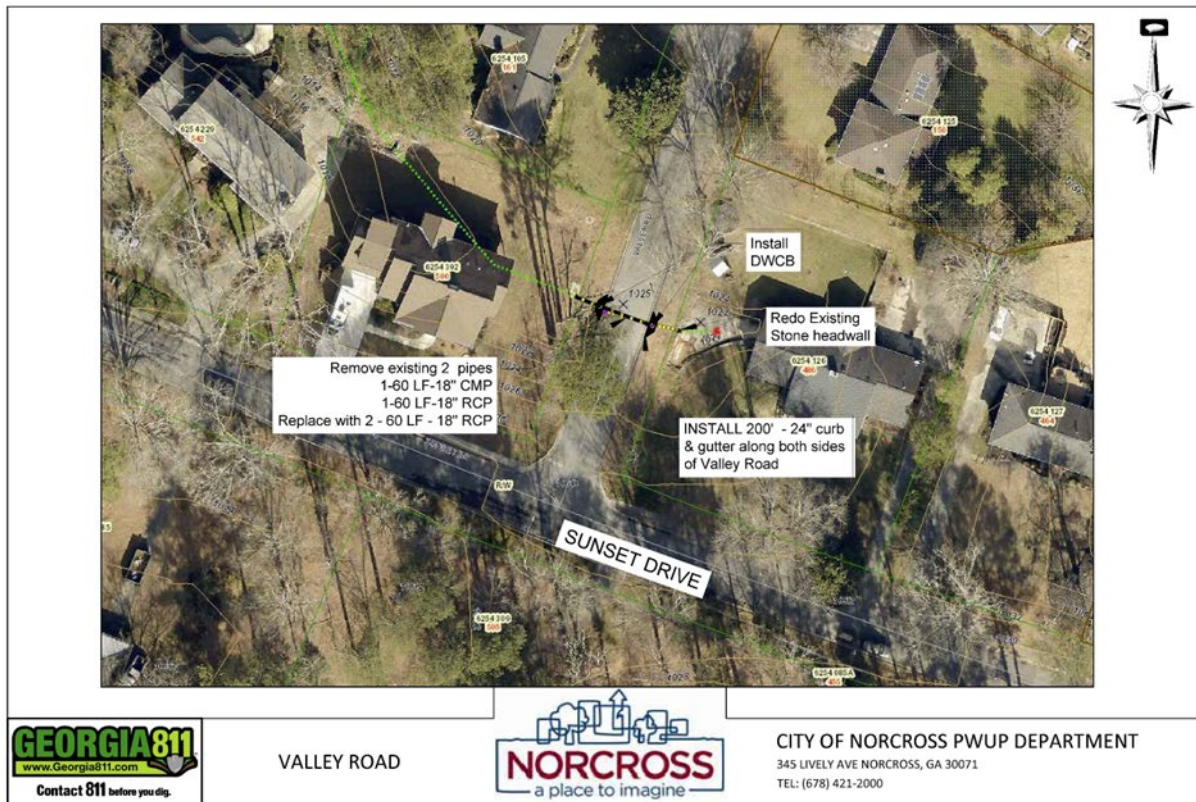
Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

B-3 Terrace Club Court

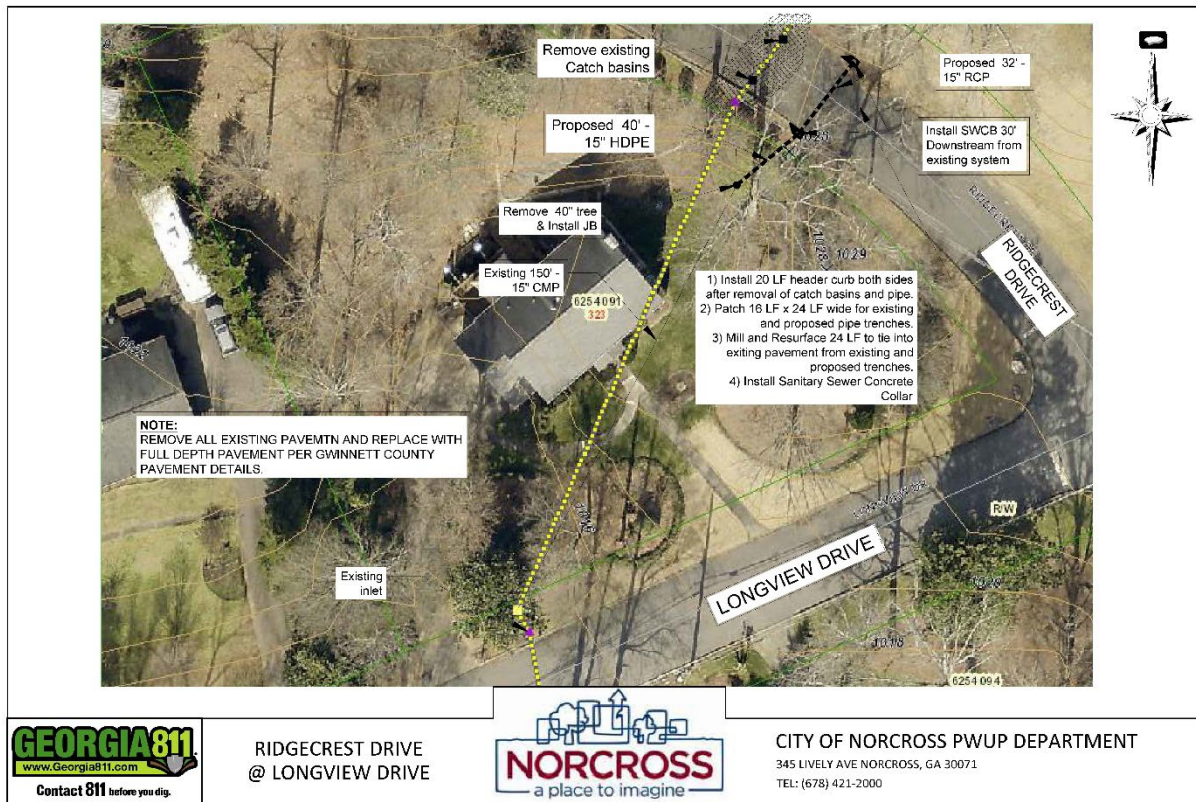


Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

B-4 Valley Road



B-5 Ridgecrest at Longview



APPENDIX C
ITB PWUP 23-15
COST PROPOSAL

Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

City of Norcross Storm Pipe Replacement project - Exeter Circle					
Bid posting date:					
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS		
2	Mobilization / Demobilization	1	LS		
3	Permanent Grassing (Sod)	1200	SF		
4	Grassing and Mulch	1200	SF		
5	Silt Fence	20	LF		
6	Storm Drainpipe, 18" HDPE, H 1-10 including bedding	120	LF		
7	18" Headwall	1	EA		
8	RIP RAP	2	TN		
9	Remove existing Pipes	120	EA		
11	Remove fence gate and re-install	10	LF		

City of Norcross Storm Pipe Replacement project - N. Peachtree Street					
Bid posting date:					
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS		
2	Mobilization / Demobilization	1	LS		
3	Permanent Grassing (Sod)	50	SF		
4	Grassing and Mulch	200	SF		
5	Silt Fence	20	LF		
6	Storm Drainpipe, 15" RCP, H 1-10 including bedding	32	LF		
7	15" Headwall	1	EA		
8	RIP RAP	2	TN		
9	Remove existing Pipes	32	LF		
11	Tree Removal	2	EA		
12	Pavement Removed and Replaced	4.5	CY		

City of Norcross Storm Pipe Replacement project - Terrace Club Court					
Bid posting date:					
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS		
2	Mobilization / Demobilization	1	LS		
3	Permanent Grassing (Sod)	2400	SF		
4	Silt Fence	20	LF		
5	Storm Drainpipe, 42" HDPE, H 1-10 including bedding	120	LF		
6	42" Headwall	1	EA		
7	RIP RAP	6	TN		
8	Remove existing Pipes	120	EA		
10	Tree Removal	2	EA		
11	Remove fence and re-install	20	LF		

City of Norcross Storm Pipe Replacement project - Valley Road					
Bid posting date:					
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS		
2	Mobilization / Demobilization	1	LS		
4	Grassing and Mulch	100	SF		
5	2 - Storm Drainpipes, 18" RCP, H 1-10 including bedding	120	LF		
6	Double Wing Catch Basins, GDOT 1034	2	EA		
7	Remove existing Pipes	120	LF		
8	Replace Curb and Gutter- tie with Curb and Gutter @ Sunset Drive Intersection	200	LF		
9	Pavement Removed and Repalced	5.8	CY		
10	Demo and Redo Existing stone Headwall	1	EA		

City of Norcross Storm Pipe Replacement project - RidgeCrest @ Longview					
Bid posting date:					
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS		
2	Mobilization / Demobilization	1	LS		
3	Permanent Grassing (Sod)	50	SF		
4	Grassing and Mulch	500	SF		
5	Silt Fence	20	LF		
6	Storm Drainpipe, 15" RCP, H 1-10 including bedding	32	LF		
7	Storm Drainpipe, 15" HDPE, H 1-10 including bedding	40	LF		
8	Remove existing Pipes	80	LF		
9	Single Wing Catch Basins., GDOT 1033	2	EA		
10	Junction Box	1	EA		
11	Tree Removal	1	EA		
12	Sanitary Sewer Manhole Concrete Collar	1	EA		
13	Demo existing Stormwater structures	2	EA		
14	Pavement Removed and Repaved	8	CY		
15	Pavement Milling and Resurfacing (1.5" OVERLAY)	2.8	CY		
16	6" Header curb	40	LF		

APPENDIX D
ITB PWUP 23-15
REFERENCES

Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)

References for _____

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of three (3) references where work of a similar size and scope has been completed.

1. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

2. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

3. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

APPENDIX E

ITB PWUP 23-15

PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

_____ Packet Checklist (attached to bid package)

_____ Two Hard Copies & One Electronic Copy of bid Package (*including completed appendices and all required forms*)

_____ Bid Bond or Certified Check if cost proposal over \$30,000

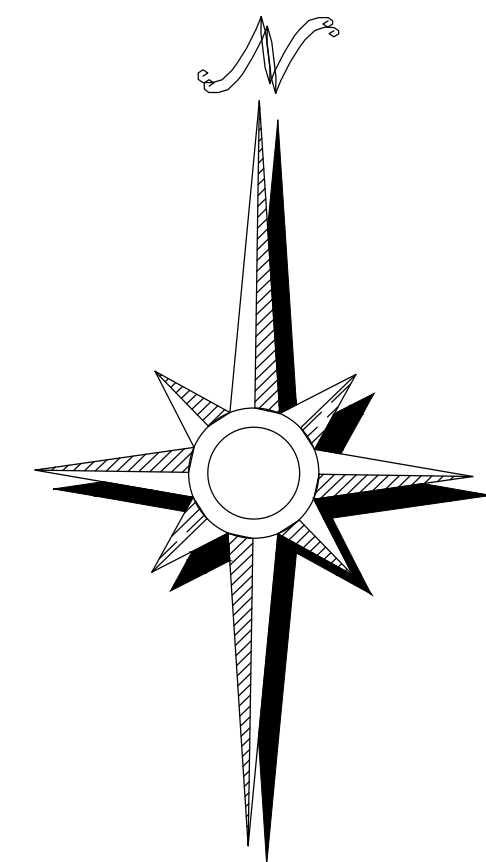
_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#)

_____ Mail or deliver to:

PWUP Department
Attn: Christabel Ghansah, Capital Projects Manager
City of Norcross
345 Lively Avenue
Norcross, GA 30071

Attachment: A1) ITB PWUP 23-15 (23-6873 : Contract Award for Stormwater Pipe Replacement)



Replace 120'
- 18" HDPE

Install
Headwall



Contact 811 before you dig.

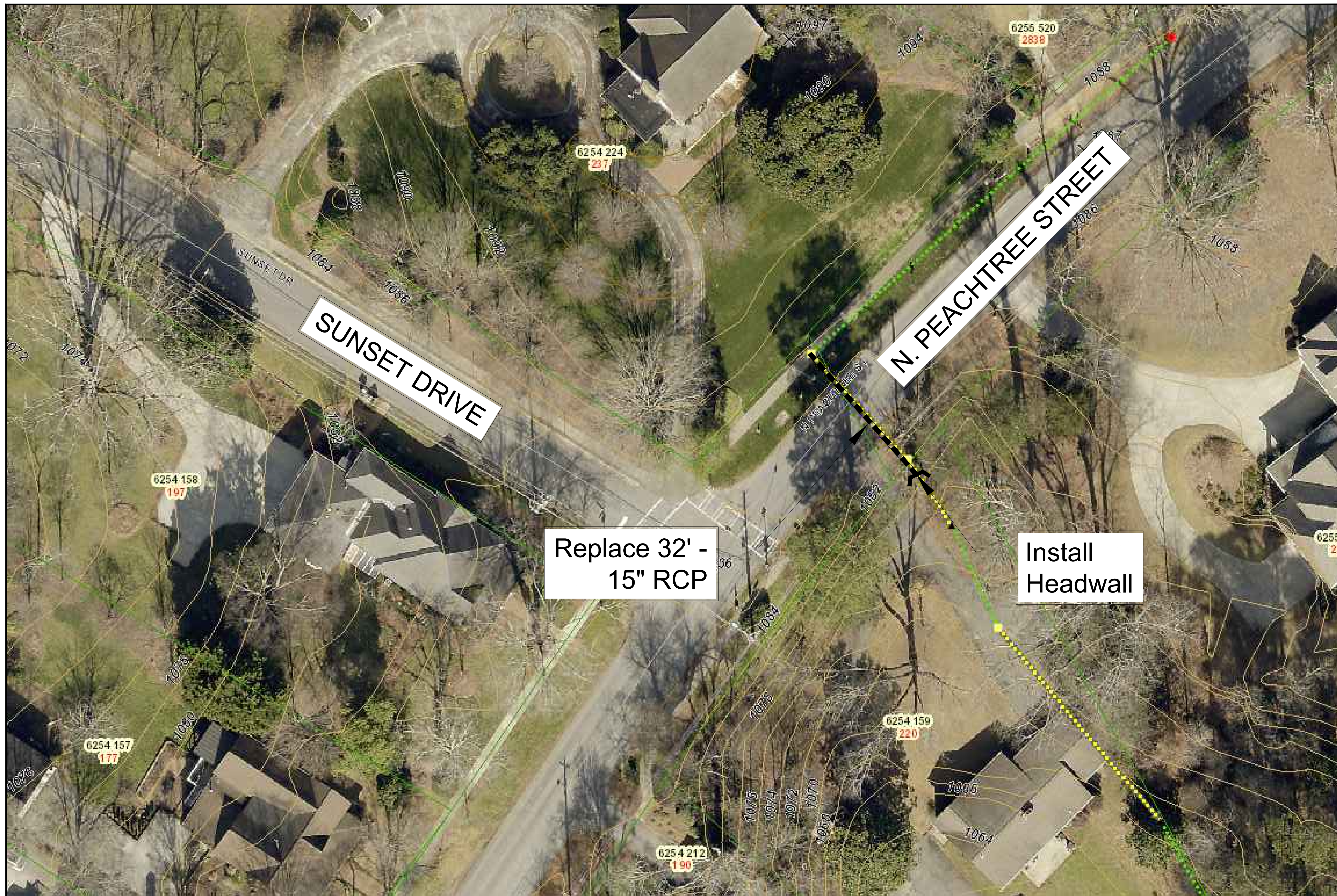
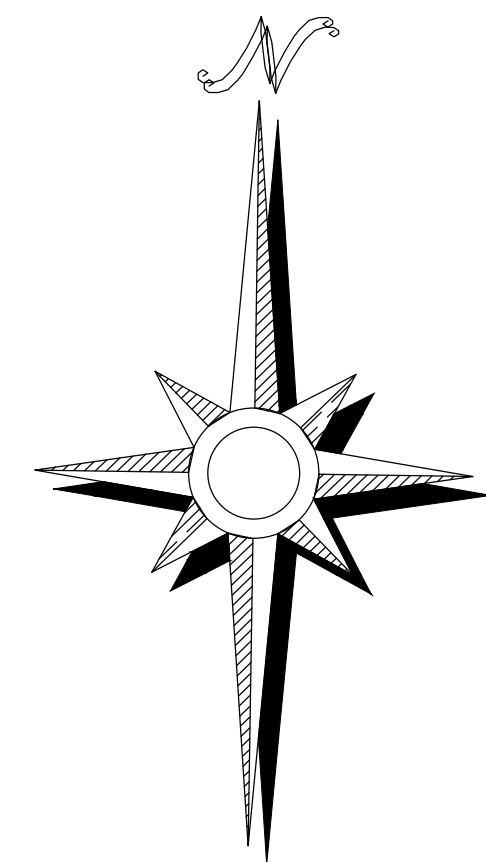
EXETER CIRCLE



CITY OF NORCROSS PWUP DEPARTMENT

345 LIVELY AVE NORCROSS, GA 30071

TEL: (678) 421-2000



Contact 811 before you dig.

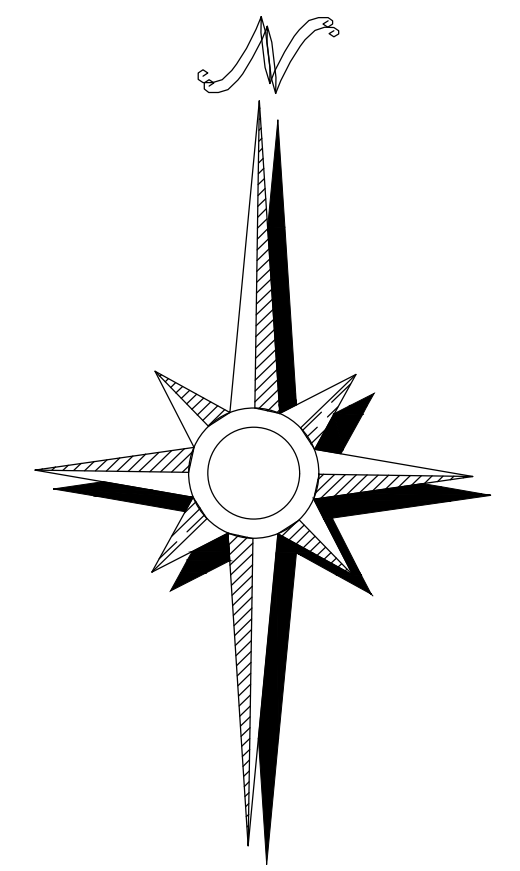
N. PEACHTREE STREET



CITY OF NORCROSS PWUP DEPARTMENT

345 LIVELY AVE NORCROSS, GA 30071

TEL: (678) 421-2000



Contact 811 before you dig.

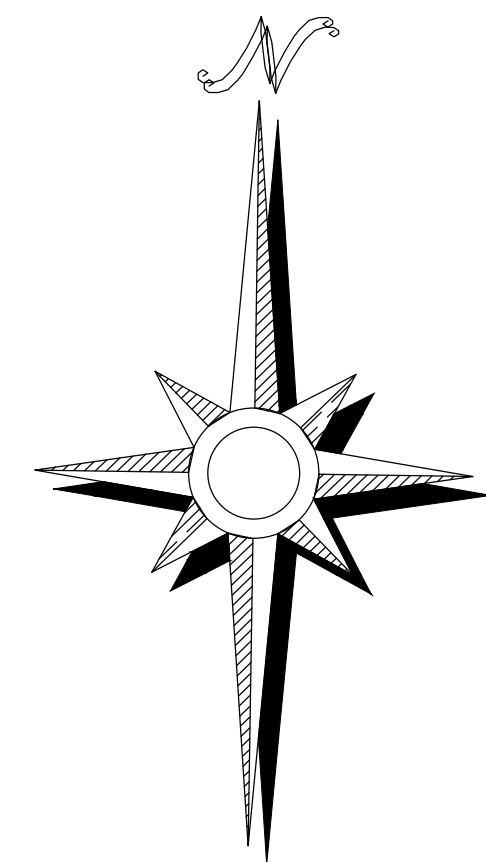
VALLEY ROAD



CITY OF NORCROSS PWUP DEPARTMENT

345 LIVELY AVE NORCROSS, GA 30071

TEL: (678) 421-2000



Contact 811 before you dig.

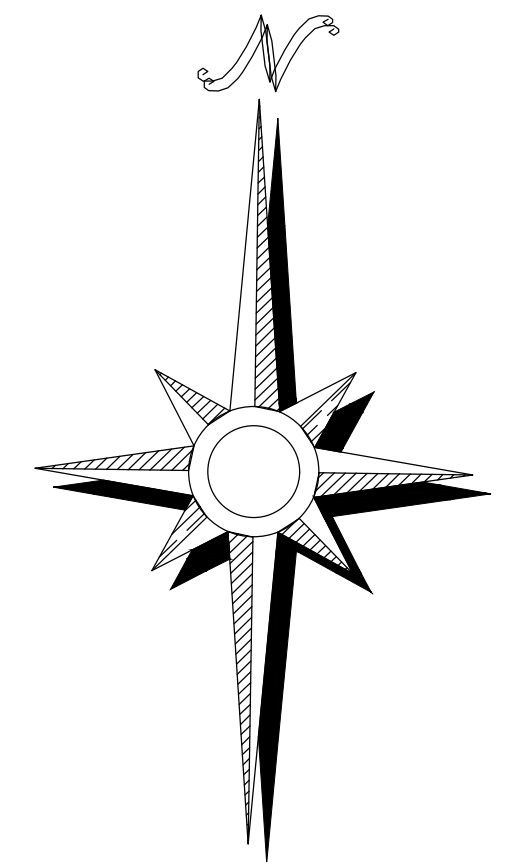
TERRACE CLUB COURT



CITY OF NORCROSS PWUP DEPARTMENT

345 LIVELY AVE NORCROSS, GA 30071

TEL: (678) 421-2000





City of Norcross
Department of Public Works, Utilities & Parks

INVITATION TO BID
STORMWATER PIPE REPLACEMENT
ITB PWUP 23-15

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the ITB and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-bid meeting** if one is offered. These meetings provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the ITB.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for this ITB will be posted on the City's website and will include all questions asked and answered concerning the ITB.
5. _____ **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., sample budget form, certification forms, etc.
8. _____ **Check the City website for ITB addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the ITB.
9. _____ **Review and read the ITB document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

Bids will be accepted for individual locations, in aggregate, or in any combination offering the best cost proposal (i.e., A Contractor may be awarded all projects listed in this ITB, Contractor A may be awarded 2 projects and Contractor B awarded 3 projects, 5 Contractors each awarded a project, etc.).

Please indicate in your bid which project(s) you're bidding on, individual costs for each project and total costs.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder at its discretion.

1.3 REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross staff.

1.4 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially government).

- a. Name of Bidder **DAF Concrete, Inc.**
- b. Permanent main office address, email address, pertinent contact numbers.
Please see attachment.
- c. How long (years) has your firm been in this line of work under your present name; also, state names and dates of previous firm names, if any; where organized? **20 years**
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project? **30 days**
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long? Please include proof of coverage. **No**
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion). **Please see attachment.**

APPENDIX E
ITB PWUP 23-15
PACKET CHECKLIST

PROJECT: Stormwater Pipe Replacement

DATE: 10/20/2023

Please use this checklist to ensure you have properly completed all forms and requirements.
You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

- ☐ Packet Checklist (attached to bid package)
- ☐ Two Hard Copies & One Electronic Copy of bid Package (*including completed appendices and all required forms*)
- ☐ Bid Bond or Certified Check if cost proposal over \$30,000
- ☐ Certificate of Liability Insurance
- ☐ [E-Verify Contractor & SAVE Affidavits](#)
- ☐ Mail or deliver to:
PWUP Department
Attn: Christabel Ghansah, Capital Projects Manager
City of Norcross
345 Lively Avenue
Norcross, GA 30071

City of Norcross

Stormwater Pipe Replacement

Bid Due Date : 10/20/2023 @ 11am

City of Norcross Storm Pipe Replacement project - Exeter Circle	\$ 39,060.00
City of Norcross Storm Pipe Replacement project - N. Peachtree Street	\$ 33,120.00
City of Norcross Storm Pipe Replacement project - Terrace Club Court	\$ 67,960.00
City of Norcross Storm Pipe Replacement project - Valley Road	\$ 73,400.00
City of Norcross Storm Pipe Replacement project - Ridgecrest@ Longview	\$ 57,860.00

DAF Concrete, Inc.

TOTAL \$ 271,400.00

Attachment: A3) Bid & Contract Agreement with DAF Concrete, Inc. (23-6873 : Contract Award for Stormwater Pipe Replacement)

City of Norcross Storm Pipe Replacement project - Exeter Circle					
Bid posting date:		9/29/2023			
Bid opening date:		10/20/2023			
Company name		DAF Concrete, Inc.			
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$5,000.00	\$5,000.00
2	Mobilization / Demobilization	1	LS	\$1,500.00	\$1,500.00
3	Permanent Grassing (Sod)	1200	SF	\$1.50	\$1,800.00
4	Grassing and Mulch	1200	SF	\$0.50	\$600.00
5	Silt Fence	20	LF	\$3.00	\$60.00
6	Storm Drainpipe, 18" HDPE, H 1-10 including bedding	120	LF	\$200.00	\$24,000.00
7	18" Headwall	1	EA	\$3,000.00	\$3,000.00
8	RIP RAP	2	TN	\$100.00	\$200.00
9	Remove existing Pipes	120	EA	\$20.00	\$2,400.00
11	Remove fence gate and re-install	10	LF	\$50.00	\$500.00

\$39,060.00

City of Norcross Storm Pipe Replacement project - N. Peachtree Street					
Bid posting date:		9/29/2023			
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$10,000.00	\$10,000.00
2	Mobilization / Demobilization	1	LS	\$3,000.00	\$3,000.00
3	Permanent Grassing (Sod)	50	SF	\$3.00	\$150.00
4	Grassing and Mulch	200	SF	\$1.00	\$200.00
5	Silt Fence	20	LF	\$4.00	\$80.00
6	Storm Drainpipe, 15" RCP, H 1-10 including bedding	32	LF	\$300.00	\$9,600.00
7	15" Headwall	1	EA	\$4,000.00	\$4,000.00
8	RIP RAP	2	TN	\$100.00	\$200.00
9	Remove existing Pipes	32	LF	\$20.00	\$640.00
11	Tree Removal	2	EA	\$1,500.00	\$3,000.00
12	Pavement Removed and Replaced	4.5	CY	\$500.00	\$2,250.00

\$33,120.00

City of Norcross Storm Pipe Replacement project - Terrace Club Court					
Bid posting date:					
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$4,000.00	\$4,000.00
2	Mobilization / Demobilization	1	LS	\$6,000.00	\$6,000.00
3	Permanent Grassing (Sod)	2400	SF	\$2.00	\$4,800.00
4	Silt Fence	20	LF	\$3.00	\$60.00
5	Storm Drainpipe, 42" HDPE, H 1-10 including bedding	120	LF	\$320.00	\$38,400.00
6	42" Headwall	1	EA	\$4,500.00	\$4,500.00
7	RIP RAP	6	TN	\$100.00	\$600.00
8	Remove existing Pipes	120	EA	\$30.00	\$3,600.00
10	Tree Removal	2	EA	\$2,500.00	\$5,000.00
11	Remove fence and re-install	20	LF	\$50.00	\$1,000.00

\$67,960.00

City of Norcross Storm Pipe Replacement project - Valley Road					
Bid posting date:	9/29/2023				
Bid opening date:	10/20/2023				
Company name	DAF Concrete, Inc.				
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$5,000.00	\$5,000.00
2	Mobilization / Demobilization	1	LS	\$10,000.00	\$10,000.00
4	Grassing and Mulch	100	SF	\$1.00	\$100.00
5	Z - Storm Drainpipes, 18" RCP, H 1-10 including bedding	120	LF	\$340.00	\$40,800.00
6	Double Wing Catch Basins, GDOT 1034	2	EA	\$1,500.00	\$3,000.00
7	Remove existing Pipes	120	LF	\$30.00	\$3,600.00
8	Replace Curb and Gutter- tie with Curb and Gutter @ Sunset Drive Intersection	200	LF	\$30.00	\$6,000.00
9	Pavement Removed and Repalced	5.8	CY	\$500.00	\$2,900.00
10	Demo and Redo Existing stone Headwall	1	EA	\$2,000.00	\$2,000.00

\$73,400.00

City of Norcross Storm Pipe Replacement project - RidgeCrest @ Longview					
Bid posting date:		9/29/2023			
Bid opening date:		10/20/2023			
Company name		DAF Concrete, Inc.			
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$5,000.00	\$5,000.00
2	Mobilization / Demobilization	1	LS	\$10,000.00	\$10,000.00
3	Permanent Grassing (Sod)	50	SF	\$2.00	\$100.00
4	Grassing and Mulch	500	SF	\$1.00	\$500.00
5	Silt Fence	20	LF	\$3.00	\$60.00
6	Storm Drainpipe, 15" RCP, H 1-10 including bedding	32	LF	\$300.00	\$9,600.00
7	Storm Drainpipe, 15" HDPE, H 1-10 including bedding	40	LF	\$300.00	\$12,000.00
8	Remove existing Pipes	80	LF	\$30.00	\$2,400.00
9	Single Wing Catch Basins., GDOT 1033	2	EA	\$1,500.00	\$3,000.00
10	Junction Box	1	EA	\$2,000.00	\$2,000.00
11	Tree Removal	1	EA	\$3,000.00	\$3,000.00
12	Sanitary Sewer Manhole Concrete Collar	1	EA	\$1,000.00	\$1,000.00
13	Demo existing Stormwater structures	2	EA	\$1,500.00	\$3,000.00
14	Pavement Removed and Repaved	8	CY	\$500.00	\$4,000.00
15	Pavement Milling and Resurfacing (1.5" OVERLAY)	2.8	CY	\$500.00	\$1,400.00
16	6" Header curb	40	LF	\$20.00	\$800.00

\$57,860.00



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 DAF Concrete, Inc. (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: _____.

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? Resident Card.

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, Antonio Sanchez (representative for) DAF Concrete, Inc.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

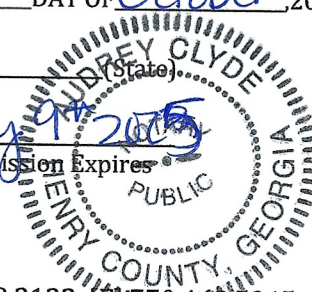
Antonio Sanchez 10-20-23
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY OF October, 2023

Executed in Jonesboro (City), GA (State)

Audrey Clyde
NOTARY PUBLIC Signature

May 9th 2025
My Commission Expires





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: Stormwater Pipe Replacement Date of Project: _____

Legal Name of Contractor: DAF Concrete, Inc.

Address: 9160 Turner Road City: Jonesboro State: GA Zip Code: 30236

Federal Work Authorization User Identification Number (E-Verify Number): 390540 (4-6 digit numeric #)

Date of Authorization: 2/16/2011

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: _____**

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

ANTONIO SANCHEZ
Signature of Authorized Officer/Agent

10-2023
Date

Antonio Sanchez President
Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY OF October, 2023

Executed in Jonesboro (City), GA (State)

Audrey Clyde
NOTARY PUBLIC Signature

May 9, 2025
My Commission Expires

BID BOND

Nationwide Mutual Insurance Company
 1100 Locust St., Dept 2006
 Des Moines, IA 50391-2006
 (866) 387-0457

CONTRACTOR:

DAF Concrete Inc.
 212 Hicks Drive
 Marietta, GA 30060

SURETY:

Nationwide Mutual Insurance Company
 1100 Locust Street, Department 2006
 Des Moines, IA 50391

OWNER: City of Norcross

BOND AMOUNT: \$5%

PROJECT: Stormwater Pipe Replacement, Bid # PWUP 23-15

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of October, 2023.

Cindy Clyde
 (Witness)

Kelly Worthey
 (Witness)

DAF Concrete Inc.

(Principal)

(Seal)

Antonio Sanchez President

(Title)

Nationwide Mutual Insurance Company

(Surety)

(Seal)

(Title) *KEITH A. GRIFFIN*

Attorney-in-Fact



This document conforms to American Institute of Architects Document A310, 2010 edition

Attachment: A3) Bid & Contract Agreement with DAF Concrete, Inc. (23-6873 : Contract Award for Stormwater Pipe Replacement)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Keith A Griffin

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE HUNDRED THOUSAND AND 00/100

\$ 500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017.



Antonio C. Albanese
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Barry T. Bassis

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 18TH day of October, 2023.

This power of attorney expires: April 30, 2019

Parag H. Shah
Assistant Secretary

BDJ 1(01-17)00

References for DAF Concrete, Inc.

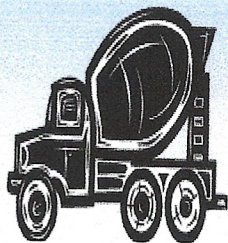
Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of three (3) references where work of a similar size and scope has been completed.

1. Company Name: City of Woodstock
 Description of Project: 2023 Stormwater Project
 Completion Date: 10/13/2023
 Contact Person: John Roach
 Telephone: (770) 652-7608 Fax: _____
 Email address: jroach@woodstockga.gov

2. Company Name: City of Powder Springs
 Description of Project: Infrastructure Repairs
 Completion Date: 2/2023
 Contact Person: Dwayne Eberhart
 Telephone: (404) 273-4509 Fax: _____
 Email address: deberhart@cityofpowdersprings.org

3. Company Name: Clayton County Water Authority
 Description of Project: General Pipe Work on Annual Contract
 Completion Date: 10/24/2024
 Contact Person: Marcus McLester
 Telephone: (404) 593-3614 Fax: _____
 Email address: marcus.mclester@ccwa.us



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236

P: 770.629-4036 Cell: 404.433.8824

OBJECTIVE

DAF Concrete Inc. has been in business since 2003. We have grown from doing residential foundation to working with counties repairing, removing, and installing driveways, sidewalks, storm drains etc. DAF also lays Asphalt for roadways and parking lots. We are known for getting the job done with the best quality and professionalism. We now have 5 crews of working around Metro- Atlanta area.

SKILLS & ABILITIES - Concrete Estimator -Concrete Finishing - Asphalt repairs - Repair, Remove and install of Storm drains, Catch Basin Tops, Sidewalks, Curbing, Driveways, etc. - Brick Pavers - Stone and Brick Masonry - Concrete Retaining Wall - Concrete Covers

Contacts

Antonio Sanchez – President (404) 433-8824

Oswaldo Sanchez – Project Manager (404) 395-8464

Audrey Clyde – Secretary (470) 651-8151

Office Physical Address

9160 Turner Road
Jonesboro, GA, 30236

Mailing/Remittance Address

212 Hicks Drive
Marietta, GA, 30060

Office #: (770) 629-4036

Fax #: (678) 545-6218

Email: daf_concrete_inc@yahoo.com

Website: www.dafconcreteinc.com

EIN # 30-0217601

EXPERIENCE

YR 2023

- ❖ Juliette Road Sidewalk Improvements, **City of Tucker**, Marvin Hines – (470) 585-3472
- ❖ Brooks Road Sidewalk Improvements, **Gwinnett County (BL076-20)**, Rich Schoeck – (678) 315-3554
- ❖ McAfee Road Sidewalk Improvements, **Dekalb County (SPLOST)**, Mike Malcolm – (678) 978-1906
- ❖ 2023 Stormwater Drainage Improvements, **City of Woodstock**, John Roach - (770) 652-7608

YR 2022

- ❖ Sidewalk & Roadways, **Annual Contract w/ Dekalb County**,
- ❖ On Call Concrete & Retainer Walls. **Annual Contract w/ Dekalb County**, Jeff Reid – (404) 974-3046
- ❖ Traffic Calming Maintenance, **Annual Contract w/ Dekalb County**, Garrett Bell – (404) 297-4583
- ❖ Cooledge Road Sidewalk Improvements, **City of Tucker**, Jack Smith – (404) 990-2486
- ❖ Hugh Howell Multi-Use Trail Improvements, **City of Tucker**, Jack Smith – (404) 990-2486
- ❖ Brockett Road & Montreal Sidewalk Improvements, **City of Tucker**, Jack Smith – (404) 990-2486
- ❖ Monarch Village Sidewalk Repairs, **Annual Contract w/ City of Stockbridge**, Glenn Athearn - (678) 314-2174
- ❖ Henry County Districts Concrete Repairs, **Henry County**, Steven Cariola – (770) 288-7623
- ❖ Tucker Radii Improvements, **City of Tucker**, Sam Durrance – (678) 215-7030
- ❖ Washington Road Sidewalk Improvements (Phase II), **City of East Point**, Cadell Hall – (404) 291-7245
- ❖ Hollow Stream Drainage Improvements, **City of Powder Springs**, Dwayne Eberhart – (770) 293-0124
- ❖ Infrastructure Repairs Citywide, **City of Powder Springs**, Dwayne Eberhart – (770) 293-0124
- ❖ Molly Lane Sidewalk Improvements, **City of Woodstock**, Chris Knock – (770) 592-6000 x1706
- ❖ Tilly Mill Drainage Improvements, **City of Doraville**, Hari Karikaran – (470) 885-9663
- ❖ LMIG 2021 Sidewalks, **City of Peachtree Corners**, James Nguyen – (470) 395-7029
- ❖ ADA Ramps Improvements, **City of Brookhaven**, Gerren Francis – (404) 353-7389
- ❖ Caldwell Drive Sidewalk Improvements, **City of Hampton**, David Corn – (770) 946-3062
- ❖ Traffic Maintenance for Speed tables Countywide, **Dekalb County**, Garrett Bell – (404) 297-4583
- ❖ 2027-A Driveway & Curb Repair - **Fayette County**, David Schreiber – (770) 320-6083
- ❖ Asphalt Repairs Countywide, **Dekalb County School District**, Demetrice Mott – (678) 676-1749
- ❖ Church St & Tucker Industrial Blvd Sidewalk Improvements, **City of Tucker**, Sam Durrance – (678) 215-7030

YR 2021

- ❖ Cameron Springs Sidewalk Improvements, **City of Powder Springs**, Dwayne Eberhart – (770) 293-0124
- ❖ Streetscapes III – Sidewalk Phase, **City of Woodstock**, Jeremy Parker – (770) 592-6000 x1710
- ❖ Various Projects Repairing Sidewalks, **Henry County**, Steven Cariola – (770) 288-7623
- ❖ Cogburn Road Sidewalk Improvements, **City of Milton**, Matthew Fallstrom – (678)-242-2558
- ❖ Repairing Catch Basin & ADA Ramps throughout South Fulton, **City of South Fulton**, Alton Matthews – (404) 427-3594
- ❖ General Pipe Work on Annual Contract, **Clayton County Water Authority (Still affective)**, Marcus McLester - (678) 422-5221
- ❖ BL076-20 Restoration of Utility Repairs on Annual Contract (Dept. of Watershed Resources), **Gwinnett County (Still affective)**, Chris Neidlinger – (678) 376-6969
- ❖ BL079-19, Provision of Poured-In-Place Concrete & Associated Miscellaneous Site Work on an Annual Contract (Dept. of Fire and Emergency Services), **Gwinnett County (Still affective)**, Michael Williamson – (404) 391-1145

- ❖ BL032-17 Restoration of Poured-In-Place Concrete and Associated Miscellaneous Site Work on Annual Contract (Community Services), **Gwinnett County (Still affective)**, Dale Foster – (678) 277-0937
- ❖ Wynne Russell Sidewalk Improvements, **City of Lilburn**, Kim Conroy – (770) 722-1820
- ❖ Elmdale Drive Sidewalk Improvements, **City of Tucker**, Ken Hildebrandt – (770) 865-5645
- ❖ Ashford Dunwoody/ Montgomery Elementary Intersection, **City of Brookhaven**, Don Sherrill - 404) 637-0682
- ❖ 1940-A Driveway & Curb Repair - **Fayette County**, James Munster – (770) 320-6026
- ❖ Annual Contract for Miscellaneous Concrete Work, **Clayton County Water Authority (Still affective)** Marcus Mclester– (678) 422-5221
- ❖ Annual Contract for Asphalt Repairs, Paving, Patching and Milling, **Dekalb County School District, (Still affective)** Fred Schoenfeld – (678) 676-1408
- ❖ Annual Contract for Asphalt Patching and Paving, **Clayton County Water Authority (Still affective)** Scott Mask – (678) 699-0759

YR 2020

- ❖ #2020-700 Annual Contract for Sidewalk Construction Services, **City of Hampton**, David Corn, (770) 946-3062
- ❖ Ashford Dunwoody/ Montgomery Elementary Intersection, **City of Brookhaven**, Don Sherrill - 404) 637-0682
- ❖ Annual Contract for Sidewalk Construction Services, **City of Hampton**, Alex Cohilas – (770) 897-2119
- ❖ Stucco Repair, **CWC Office Furnishings**, Jeffrey Jones – (404) 895-5697
- ❖ Washington Road Sidewalk Improvements, **City of East Point**, Cadell Hall – (404) 291-7245
- ❖ BL076-20; Restoration Utility Repairs on an Annual Contract, **Gwinnett County**, Christopher Neidlinger – (678) 376-6969
- ❖ Annual Contract 2019 Standby Miscellaneous Construction – Paving & Concrete Services, **Fulton County**, Pamela Keel – (678) 778-7040
- ❖ 1863-A Driveway & Curb Repair, **Fayette County**, James Munster – (770) 320-6026
- ❖ S. Clayton St. Addition Improvements, **City of Lawrenceville**, Johannes Louw – (770) 277-7533
- ❖ Avondale Stadium Parking Lot, **Dekalb County School District**, Fred Scheonfeld – (678) 676-1408
- ❖ Ashford Dunwoody/ Johnson Ferry Rd Intersection, **City of Brookhaven**, Don Sherrill - 404) 637-0682
- ❖ Cedar Grove Middle Patching Pothole, **Dekalb County School District**, Fred Scheonfeld – (678) 676-1408
- ❖ 1798-A Driveway & Curb Repair, **Fayette County**, James Munster – (770) 320-6026
- ❖ Annual Contract for Miscellaneous Concrete Work, **Clayton County Water Authority (Still affective)** Marcus Mclester– (404) 593-3614
- ❖ Annual Contract for Asphalt Repairs, Paving, Patching and Milling, **Dekalb County School District**, Fred Schoenfeld – (678) 676-1408
- ❖ Annual Contract for Asphalt Patching and Paving, **Clayton County Water Authority (Still affective)** Scott Mask – (678) 699-0759
- ❖ FY2020 Sidewalk Repairs, **City of Alpharetta**, Joshua Chance – (678) 297-6234
- ❖ Canton Street Pedestrian Improvements, **City of Alpharetta**, Andrew Echols – (678) 297-6238
- ❖ W Pike St Sidewalk Addition, **City of Lawrenceville**, Johannes Louw – (770) 277-7533
- ❖ Idlewood Road Sidewalk Improvements, **City of Tucker**, Ken Hildebrandt – (770) 865-5645
- ❖ Nuckolls Road Sidewalk Improvements, **Forsyth County**, Charlie Crowe - (770) 781-2165
- ❖ W Taylor Avenue Sidewalk Improvements, **City of East Point**, Cadell Hall – (404) 291-7245
- ❖ CDBG Governors Drive Sidewalk, **City of Forest Park**, Jeff Eady – (404) 608-2310

YR 2019

- ❖ Street Repairs/ Richard D. Sailors, **City of Powder Springs**, Dwayne Eberhart – (404) 273-4509
- ❖ Echols Rd Sidewalk Improvements, **Forsyth County**, Charlie Crowe - (770) 781-2165

- ❖ Street Repairs/ Hopkins Road, **City of Powder Springs**, Dwayne Eberhart – (404) 273-4509
- ❖ Fire station #20 Driveway Replacement, **Gwinnett County**, Michael R. Williamson – (404) 391-1145
- ❖ 1666-A Driveway & Curb Repair, **Fayette County**, James Munster – (770) 320-6026
- ❖ Headland Drive and Delowe Drive Sidewalks Phase III, **City of East Point**, Vincent Reynolds – (404) 270-7114
- ❖ Curb & Gutter Repair, **Henry County**, Marvin Wiley – (770) 288-7262
- ❖ Driveway and Curb Repair, **Fayette County**, James Munster – (770) 320-6082
- ❖ Nichols Rd & Nichols Dr Sidewalk Improvements, **Forsyth County**, Charlie Crowe – (770) 781-2165
- ❖ E. Drew Valley Sidewalks Project, **City of Brookhaven**, Don Sherrill - 404) 637-0682
- ❖ Cheshire Way Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Woodrow Way Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682

YR 2018

- ❖ Evans Drive Sidewalks Project, **City of Riverdale**, Lisa Kopro – (404) 491-5044
- ❖ Mill Creek Road Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Cartecay Drive Sidewalks Project, **City of Brookhaven**, Greg Smith – (404) 735-7838
- ❖ Lanier Drive Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Tyron Rd Sidewalks Project, **City of Brookhaven**, Don Sherrill – (404) 637-0682
- ❖ Installing Speed Tables, **City of Milton**, Matthew Fallstrom – (678)-242-2558
- ❖ Headland Drive and Delowe Drive Sidewalks, **City of East Point**, Vincent Reynolds – (404) 270-7114

YR 2017

- ❖ Asphalt/ Concrete Pavement Maintenance and Repairs Services, Fulton County, Mark Moore – (404) 285-1307
- ❖ CDBG – West Street Roadways and Sidewalks, **City of Forest Park**, Jeff Eady – (404) 608-2310
- ❖ Moon Road Sidewalks, **City of Lawrenceville**, Johannes Louw – (678) 618-2839
- ❖ East Crogan Street Sidewalks, **City of Lawrenceville**, Johannes Louw – (678) 618-2839
- ❖ Annual Contract for Miscellaneous Concrete Work, **Clayton County Water Authority (Still affective)** Scott Mask – (678) 699-0759
- ❖ Annual Contract for Asphalt Patching and Paving, **Clayton County Water Authority (Still affective)** Marcus Mclester– (404) 593-3614
- ❖ Annual Contract for BL065-15 (Concrete & Asphalt), **Gwinnett County, GA (Still affective)**, Christopher Neidlinger – (678) 376-6969
- ❖ Annual Contract for BL032-17 (Poured-in-Place Concrete & Associated Miscellaneous Site Work) **Gwinnett County, GA (Still affective)**

YR 2016

- ❖ Panhandle Road Sidewalk Construction from McDonough Rd to Tara Rd for **Clayton County, GA** Project Manager: Jatta Battary – (404) 655-2582

YR 2015

- ❖ Austell Powder Springs Road, **City of Powder Springs**
- ❖ Old Monticello Street Stream and Shoulder Improvements, **City of Covington, GA** Project Manager: Ken Swain - (770) 778-5830
- ❖ Restoration of Utility Repairs on an Annual Contract (Still affective) Project Manager: Chris Neidlinger – (678) 725-9805

YR 2014

- ❖ North Fulton Ave. CDBG Sidewalk, **City of Hapeville** Project Manager: Keck & Wood Inc. (678) -417-4000
- ❖ Lake Ridge Pkwy Sidewalk Installation, **Board of Commissioners of Clayton County Central Services Department, GA**
- ❖ Cemetery Street Sidewalk, **City of Austell** Project Manager: Keck & Wood Inc. (678) -417-4000 ☐ CDBG Sidewalk Improvements Glenn Dr. Sharon Street and School Place, **Forest Park Department of Public Work** Project Manager: Jeff Eady 678) 300-4314
- ❖ Annual Contract for Miscellaneous Concrete Work, **Clayton County Water Authority** (Still affective)



CERTIFICATE OF LIABILITY INSURANCE

H.8.d

DATE (MM/DD/YYYY)

5/24/2023

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 Griffin Insurance Agency Inc P O Box 1768 Stockbridge GA 30281	CONTACT NAME: PHONE (A/C, No, Ext): (770) 507-3200 E-MAIL ADDRESS: COI@GriffinInsure.com FAX (A/C, No): (770) 507-7967
INSURED DAF CONCRETE INC 212 HICKS DR SE MARIETTA GA 30060	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance NAIC # 18988 INSURER B: Hudson Insurance Co. INSURER C: NorGuard Insurance 31470 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC OTHER:			80300719	5/5/2023	5/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			HST-000474-00	4/13/2023	4/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			48-999249-01	5/5/2023	5/5/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	DAWC 410888	3/25/2023	3/25/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

Keith Griffin/PLS

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DAF Concrete
Reliability is our promise!

WORK IN PROGRESS

JOB NAME & NUMBER	ESTIMATED DATE OF COMPLETION	TOTAL REVISED & CONTRACT PRICE
Brannon Road Sidewalks (Forsyth County)	8/31/2023	\$ 740,160.00
MCAFFEE ROAD SIDEWALK IMPROVEMENTS (DEKALB COUNTY)	10/31/2023	\$ 375,132.00
NORTH OLA SIDEWALK IMPROVEMENTS (HENRY COUNTY)		\$ 781,646.00
LCI MULTIMODIAL DOWNTOWN IMPROVEMENTS (CITY OF EAST POINT)	10/31/2024	\$ 4,471,342.45
BEN HILL SIDEWALKS & INTERSECTION IMPROVEMENTS (CITY OF EAST POINT)	10/31/2024	\$ 2,271,319.60
PINEVIEW TRAIL (CITY OF POWDER SPRINGS)	10/31/2023	\$ 1,030,439.00
2023 STORMWATER IMPROVEMENTS (CITY OF WOODSTOCK)	10/31/2023	\$ 226,390.00
Annual concrete Contract (Rockdale County)	12/31/2023	PER UNIT
Sidewalk & Roadways Annual Contract (DeKalb County)	2/10/2026	\$ 2,102,478.33
Oncall Concrete & Retainer Walls (DeKalb County) Three- Year Contract	8/31/2025	
BL076-20 Poured-In-Placed Concrete for Department of Watershed Resources (Gwinnett County) YR22-23	9/16/2023	\$ 769,650.00
BL105-22 - Poured in Place Concrete & Associated Miscellaneous Site Work for Various GC Dept. (Gwinnett County)	1/3/2024	\$ 434,025.00
Traffic Calming Maintenances (DeKalb County)	10/21/2024	\$ 1,470,000.00
Miscellaneous Concrete Work (Clayton County Water Authority)		\$ 1,516,825.00
Asphalt Paving & Patching (Clayton County Water Authority)	8/31/2023	\$ 667,650.00
General Pipe Work (Clayton County Water Authority)	10/24/2024	\$ 3,603,964.00
Fence Installation Work (Clayton County Water Authority)	12/1/2022	\$ 136,166.00
Annual Concrete Contract (City of Stockbridge)	1/27/2024	PER UNIT
Annual Concrete Contract (City of Hampton)	12/31/2023	PER UNIT
Sidewalk & Roadways Improvements (City of East Point)	9/30/2024	\$ 1,021,796.90
		\$ 21,618,984.28

Contractor Agreement

AGREEMENT BETWEEN DAF CONCRETE, INC.

AND THE CITY OF NORCROSS

PROJECT: ITB 23-15

STORMWATER PIPE REPLACEMENT

Project Description

Stormwater Pipe replacement at 4 locations – (See attached exhibits): The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contact including all incidentals as directed by the City of Norcross Director of Public Works, Utilities & Parks, or his representative. Unless otherwise specified all work shall be completed in accordance with Federal, State and City standards and Specifications. The project includes the following work:

The Project consists of stormwater work along the following roads,

- 1) Removal of 120' – 18" CMP and replacement with 120'-18" HDPE on Exeter Circle, add headwall, and energy dissipation device.
- 2) Removal and replacement of 32' – 15" RCP on N. Peachtree Street, add headwall, and energy dissipation device, remove trees, remove, and replace pavement.
- 3) Removal of 120' – 18" RCP and 18" CMP, add two Double Wing Catch Basins, add 100' of 24" curb and Gutter along Valley Road, remove and replace pavement.
- 4) Removal of 80' – CMP, add two Single Wing Catch Basin, add one Junction Box, add 32' – 15" RCP, add 40' – 15" HDPE, add 40'-6" header curb, remove and replace pavement, remove tree.

Work also consists of traffic & Pedestrian Control, Mobilization, Erosion and Sediment Control measures, Removal, and disposal of existing pipes a concrete, pavement removal and resurfacing, landscaping, and tree protection. All quantities, specifications and details are to be in accordance with the exhibits and the Invitation to Bid 23-15.

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty-three (2023) between **The City of Norcross**, hereinafter the "owner", and DAF Concrete, Inc., (hereinafter the "Contractor") for the following Project.

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

A. SCOPE OF WORK:

DAF CONCRETE, INC. shall be expected to meet with Public Works, Utilities and Parks 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 ITB 23-15; the project should begin within ten (10) working days after notification of contract award.

Other Provisions

All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor may at its discretion, engage subcontractors to perform work hereunder, provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

All change orders shall be in writing and must be signed by the owner and contractor.

The contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of the contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement.

Contractor shall at its own expense obtain all permits necessary for the work to be performed.

Contractor agrees to remove all debris and leave the premises in broom clean condition. The City is contracted with Waste Management; thus, the contractor must use their services for waste removal.

In the event the owner fails to pay any periodic or installment payment due hereunder, the contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials. Notwithstanding anything set forth herein to the contrary, Contractor shall be liable to and pay to owner liquidated damages in the amount of \$500.00 per day for every day after the completion date the project is not completed. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

The Contractor shall provide to the Capital Project Manager **Christabel.ghansah@norcrossga.net** the schedule of construction activities. The schedule must be presented at least seven (7) days prior to work commencing to notify residents and/or businesses.

Contractor warrants all work for a period of twelve (12) months following completion.

The contractor further represents and warrants as follows:

1. Contractor at all times shall inspect and keep the workplace safe for contractor's agents, employees and subcontractors and any licensee or invitee and any other third party who might otherwise come onto the workplace. The workplace shall be defined as that portion of the project which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.

2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Invitation to Bid and bid specifications – Project Description
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 **Two hundred and Three thousand Four hundred and Forty dollars (\$203,440.00)**, 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. DAF CONCRETE, INC. is prepared to begin work upon receipt of a signed contract.
- D. PROJECT INSPECTIONS:
1. The project listed under the project description on page 1 shall be inspected by the Norcross Department of Public Works, Utilities and Parks 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 DAF CONCRETE, INC. 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

DAF CONCRETE, INC.

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)



ORIGINAL



City of Norcross
Department of Public Works, Utilities & Parks

INVITATION TO BID
STORMWATER PIPE REPLACEMENT
ITB PWUP 23-15

Attachment: A4) Bid & Contract Agreement with Blount Construction Company, Inc. (23-6873 : Contract Award for Stormwater Pipe

City of Norcross

Department of Public Works, Utilities & Parks

INVITATION TO BID STORMWATER PIPE REPLACEMENT ITB PWUP 23-15

OVERVIEW:

The BID package should be clearly marked “**ITB PWUP 23-15 -- STORMWATER PIPE REPLACEMENT**” on its face and submitted by **11:00 a.m. on October 20, 2023**, to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Christabel Ghansah
ITB PWUP 23-15 – STORMWATER PIPE REPLACEMENT
City of Norcross
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **5:00 p.m. on September 29, 2023**.

No BID will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within thirty (30) days after the BID opening and all BIDS shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID for the City of Norcross

1. X **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. X **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the ITB and is an excellent source of information for any questions you may have.
3. X **Attend the Pre-bid meeting** if one is offered. These meetings provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the ITB.
4. X **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for this ITB will be posted on the City's website and will include all questions asked and answered concerning the ITB.
5. X **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. X **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. X **Use the forms provided**, i.e., sample budget form, certification forms, etc.
8. X **Check the City website for ITB addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the ITB.
9. X **Review and read the ITB document again** to make sure that you have addressed all requirements.
10. X **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 **INTRODUCTION**

The City of Norcross is soliciting competitive sealed bids from qualified contractors for stormwater pipe replacements within the City of Norcross as shown in attached maps. This project consists of the removal of the underground stormwater pipes, replacing them with the exact size and length along with the addition of stormwater structures (catch basins, headwalls, etc.) and curb and gutter required to ensure the proper performance of the stormwater conveyance system.

1.1 **PROJECT SCOPE**

The City of Norcross is soliciting sealed competitive bids from qualified contractors for stormwater pipe replacement for designated areas within the City. This project consists of the removal of the underground stormwater pipes, replacing them with the exact size and length along with the addition of stormwater structures (catch basins, headwalls, etc.) and curb and gutter required to ensure the proper performance of the stormwater conveyance system.

See Appendix B – Maps for detailed information.

All work must be completed in accordance with industry specifications and standards.

1.2 **SPECIFICATIONS**

All bids should be in duplicate with the same information submitted electronically (USB). Bids are legal and binding upon the bidder when submitted. The written bid documents are final and supersede any verbal or written prior communications between the parties.

No bid will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No bid may be withdrawn within thirty (30) days after the BID opening and all bids shall remain firm during this period. Requests for withdrawals must be submitted in writing.

Award will be made to the most **responsive and responsible** lowest bidder. Awards will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with specification guidelines, show evidence of experience and qualifications, and prove that they are qualified to carry out the scope of work.

Bids will be accepted for individual locations, in aggregate, or in any combination offering the best cost proposal (i.e., A Contractor may be awarded all projects listed in this ITB, Contractor A may be awarded 2 projects and Contractor B awarded 3 projects, 5 Contractors each awarded a project, etc.).

Please indicate in your bid which project(s) you're bidding on, individual costs for each project and total costs.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder at its discretion.

1.3 REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross staff.

1.4 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially government).

- a. Name of Bidder [Blount Construction Company, Inc.](#)
- b. Permanent main office address, email address, pertinent contact numbers.
[1730 Sands Place, Marietta, Georgia 30067.](#) [Shawn England, Vice President](#)
Shawn.England@blountconstruction.com (770) 541-7333
- c. How long (years) has your firm been in this line of work under your present name; also, state names and dates of previous firm names, if any; where organized? [Blount Construction Company, Inc. was incorporated under its present name in 1956. 67 years. Operated as George C. Blount & Son Inc. for 1946-1956.](#)
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
[Please see attached.](#)
- e. How long do you warrant a project? [typically 1 year as required by written contract.](#)
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long? Please include proof of coverage. [Certificate of Insurance Attached](#)
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion). [See DOT484-A attached.](#)

- h. General character of work performed by your company. [Please see Certified Qualification Statement attached.](#)
- i. Have you ever failed to complete any work awarded to you, if so, where, and why? [No](#)
- j. Have you ever defaulted on a Contract, if so, where, and why? [No](#)
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why? [No](#)
- l. List three similar projects recently executed by your company, stating approximate cost for each, and the month and year completed. [References attached.](#)
- m. List your major equipment available for this contract. [See attached.](#)
- n. List any subcontractors whom you would expect to use for the contract. [Not applicable.](#)
- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City. [Truist Bank and United Community Bank, Yes.](#)

If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

1.5 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events.

1.6 COMMUNICATIONS WITH STAFF

All questions about this ITB should include the company name and the referenced ITB section in the following format:

Company Name
 1. Question
 Citation of relevant section of the ITB
 2. Question
 Citation of relevant section of the ITB

2.0 GENERAL CONDITIONS

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BIDS.

2.1 QUALIFICATIONS

- 2.1.1** Bids will only be considered from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and tools for this contract. Proof of samples and examples of current inventory will be provided to the City in the bid for the City staff to take into consideration.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the cost proposal is greater than \$30,000.00, then bids must be accompanied by a certified check or cashier's check or acceptable performance bond in an amount not less than five percent (5%) of the amount proposal per section, and failure to submit a performance bond will be cause for rejection.

2.3 AUTHORITY TO SIGN

- 2.3.1** Bidder must ensure that the legal proper name of their firm and/or corporation is printed OR typed as appropriate on all documents.

2.4 RIGHTS RESERVED

- 2.4.1** The City of Norcross reserves the right to reject any or all bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, cost, work of this type successfully completed and past performance with the City of Norcross.

- 2.4.2** Bidders are advised to examine the site(s) of the proposed work, as are necessary, to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- 2.4.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.

2.5 AWARD OF CONTRACT

- 2.5.1** The contract will be awarded to the most qualified firm whose bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

2.5.1.1 The bid evaluation will be based on the following criteria:

- Bid price
- Compliance with submission guidelines and specifications (including all required forms and documents)
- Qualifications of personnel/Ability to complete scope of work
- Commitment to completing projects timely
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Bidders are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

- 2.5.2** Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. A Bidder's failure to demonstrate the ability to proceed as required may result in contract cancellation.

- 2.5.3 Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- 2.5.4 Prior to execution of a Contract, if the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful Bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this ITB.
- 2.5.5 Prior to execution of a Contract, a Utility Coordination Meeting is required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1 Time is of the utmost importance of this project. The successful Bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1 Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater Superintendent at donald.maxwell@norcrossga.net**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
- 2.7.2 The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.8 LOCATION AND SITE(S)

- 2.8.1** The site(s) of the proposed work is as provided in Appendix B. All work is within City limits of the City of Norcross, Georgia.
- 2.8.2** The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

2.9 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.9.1** The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

2.10 NON-COLLUSION

- 2.10.1** Vendor(s), by submitting a bid, certify that the accompanying bid is not the result of, or affected, by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.11 MATERIALS

- 2.11.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.12 CONTRACT REQUIREMENTS

2.12.1 The successful Vendor is required to do the following within ten (10) days of Notice:

2.12.1.1.1 Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.

2.12.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.12.1.1.3 Provide bonding as required by the ITB documents.

2.12.2 Failure to execute the Contract, Contract Performance Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the Bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate.

2.13 GENERAL CONSTRUCTION GUIDELINES

2.13.1 The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

2.13.2 The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.

2.13.3 Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works.

2.13.4 The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

2.14 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.14.1 Permits

No permits are anticipated for this project.

2.14.2 Construction Schedule

If applicable, the Contractor shall provide the Stormwater Superintendent with a schedule indicating the order in which the streets will be resurfaced and an approximate schedule of when the work will be completed on each street. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents. Contractors are required to notify Homeowners and business merchants via flyers.

2.14.3 Work Hours

The daily hours are 8:00 a.m. – 10:00 p.m. on weekdays and 8:00 a.m. – 10:00 p.m. on weekends

2.14.4 Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works.

2.14.5 Residential Refuse

The Contractor is required to contact Norcross Public Works, Utilities & Parks Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

2.14.6 Project Briefing

All bidders are required to schedule an appointment with the Stormwater Superintendent in order to inspect each work site. The Superintendent can be reached at donald.maxwell@norcrossga.net or 678-421-2069.

2.14.7 Disposal of Refuse

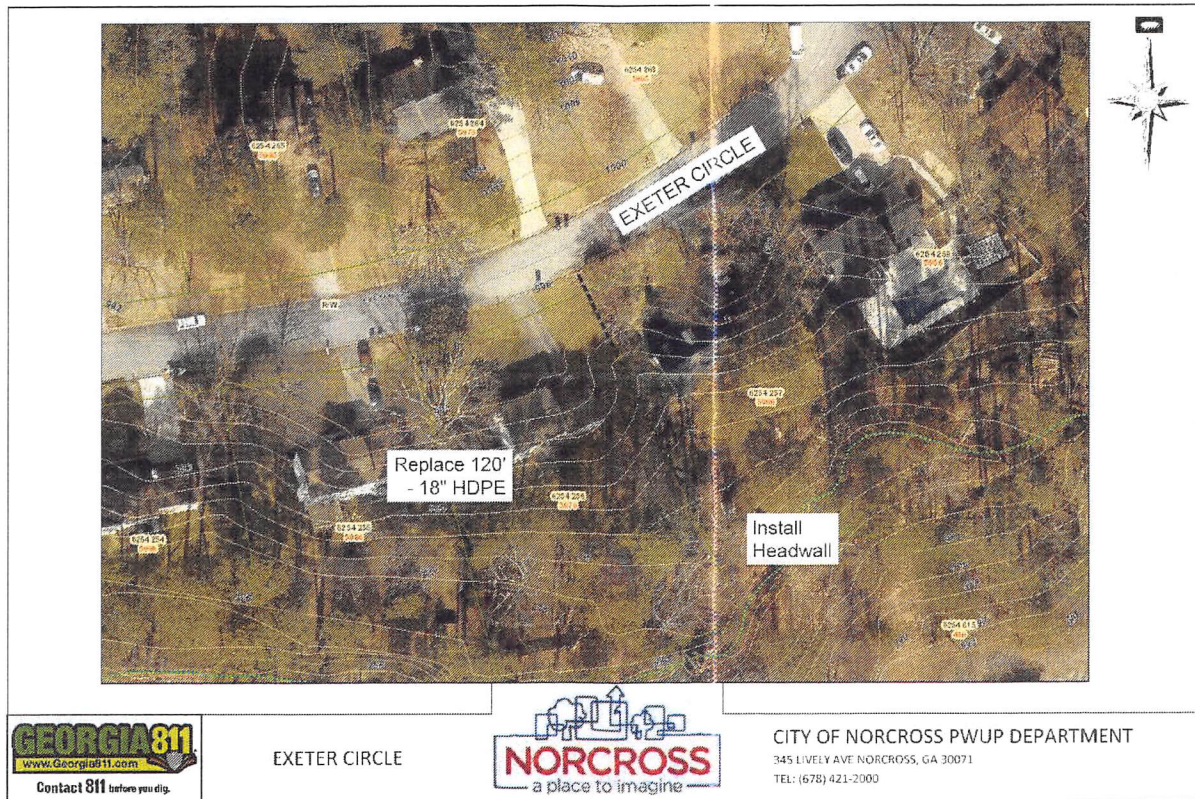
The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

APPENDIX A
ITB PWUP 23-15
SCHEDULE OF EVENTS

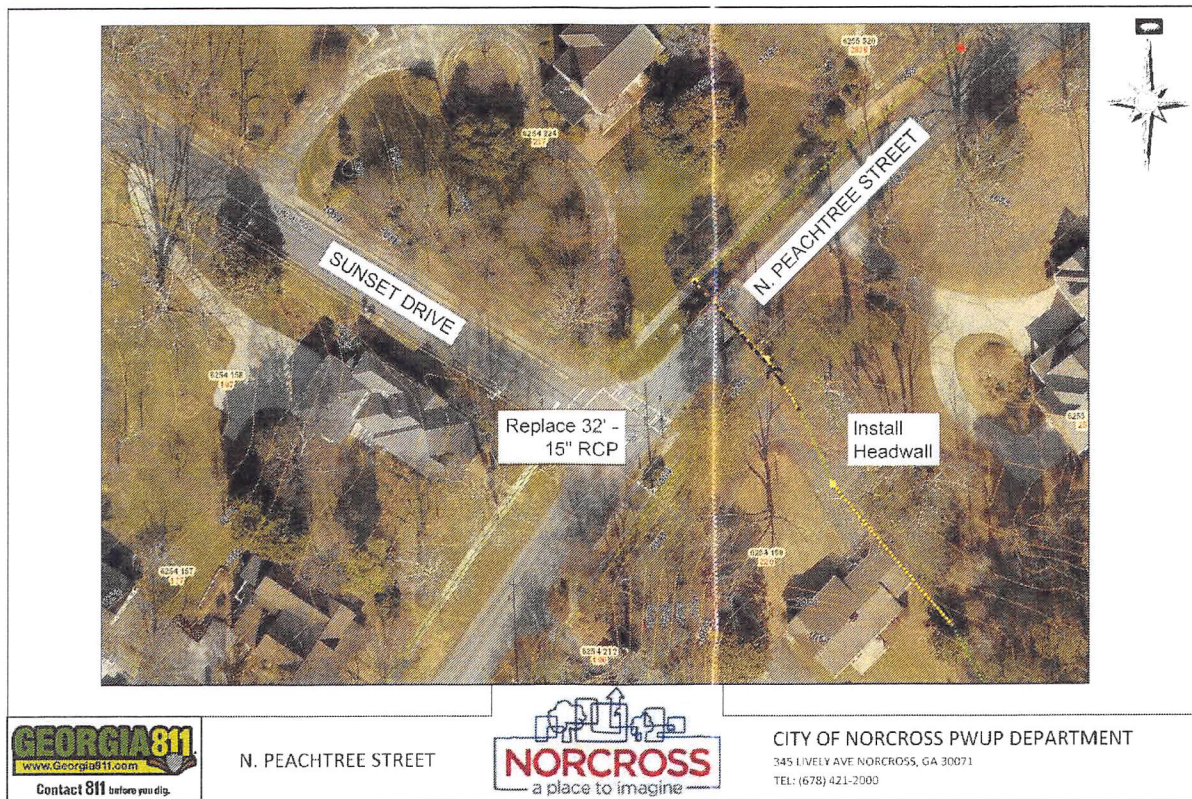
Event:	Date:
Release of RFP	Sept. 13, 2023, at 11:00 a.m.
Deadline for Written Questions	Sept. 29, 2023, at 5:00 p.m.
Proposals Due	October 20, 2023, at 11:00 a.m.
Evaluation	TBD
Contract Award (On/about)	TBD

APPENDIX B
ITB PWUP 23-15
MAPS

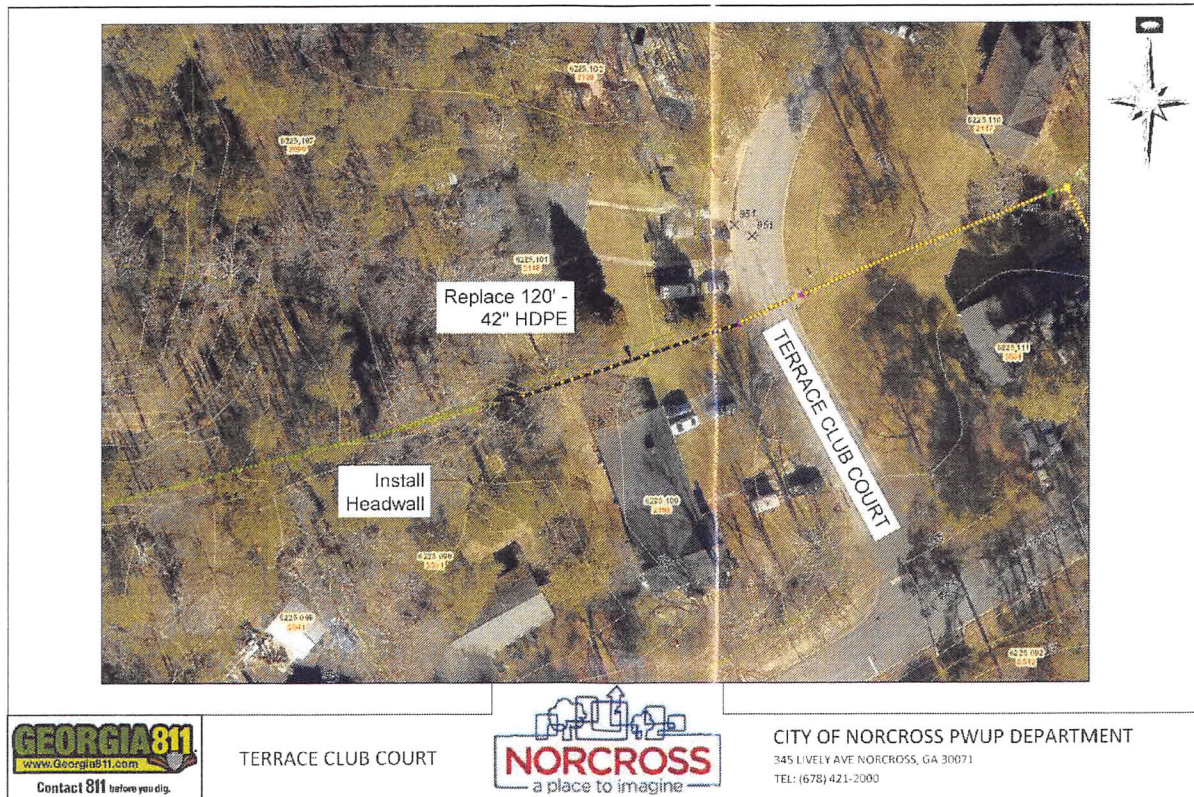
B-1 Exeter Circle



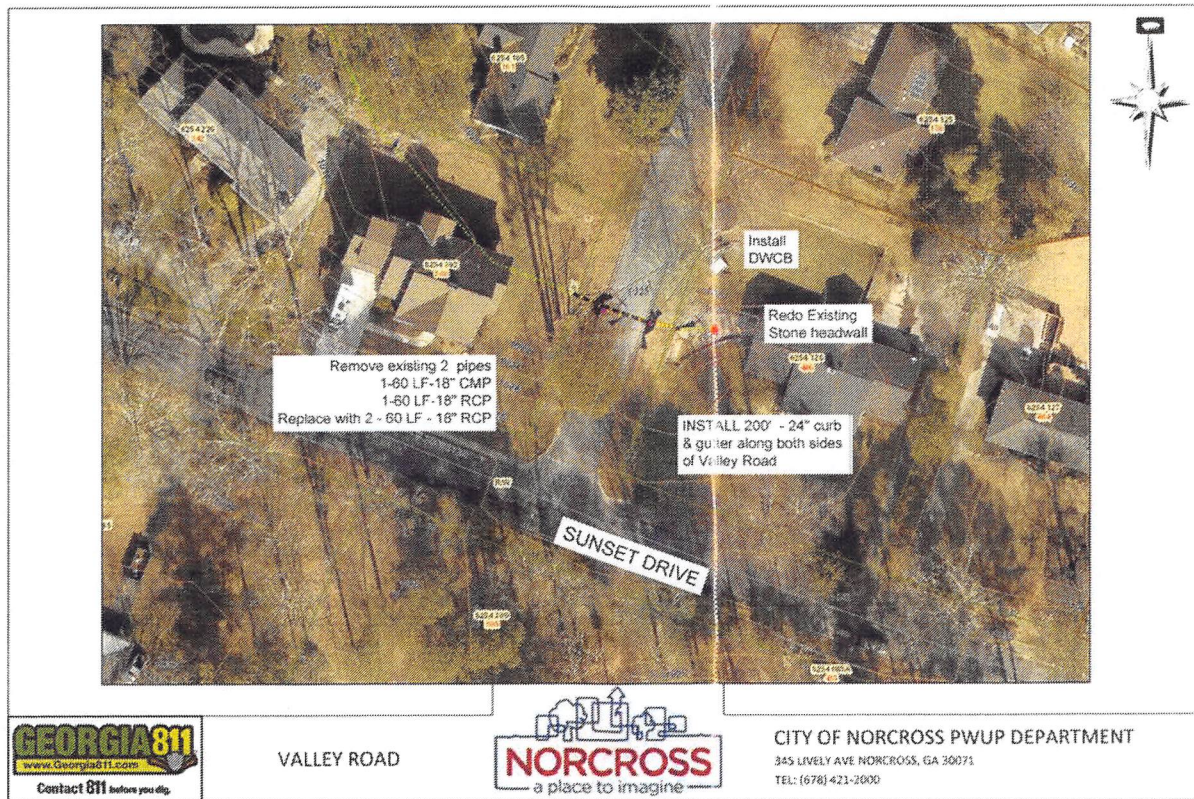
B-2 North Peachtree Street



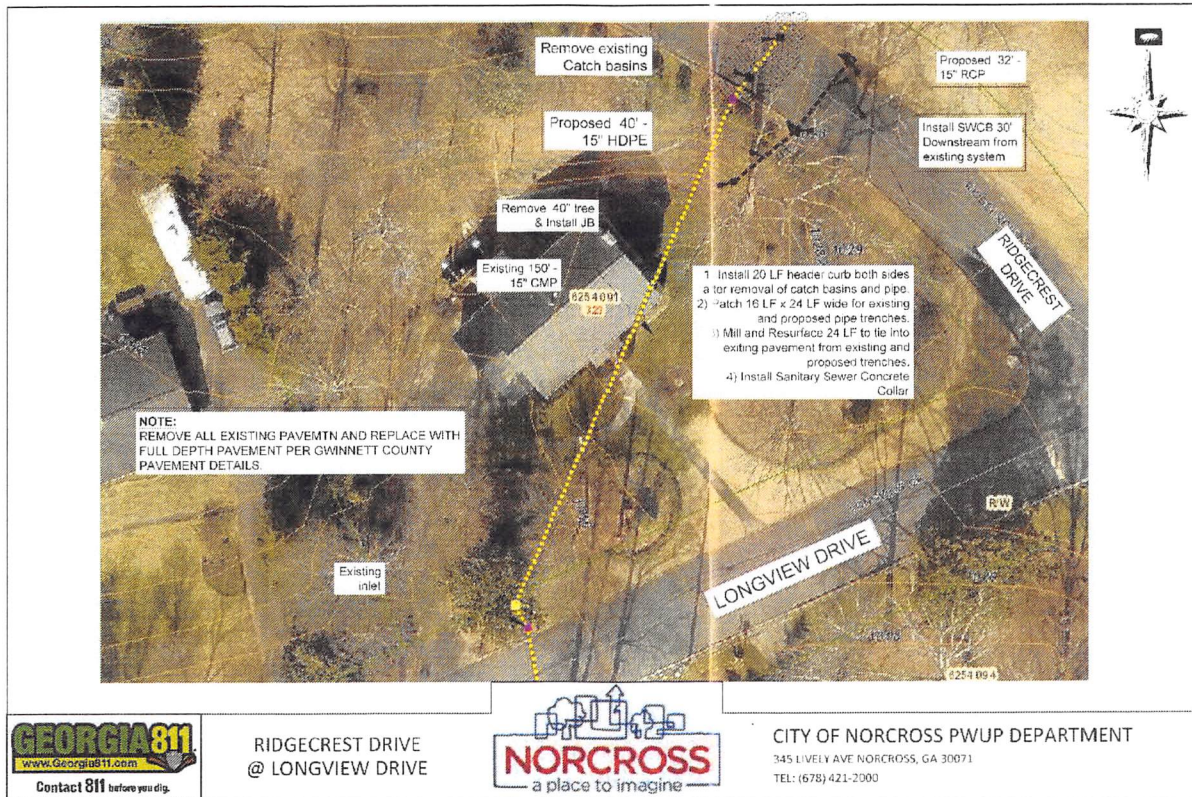
B-3 Terrace Club Court



B-4 Valley Road



B-5 Ridgecrest at Longview



APPENDIX C
ITB PWUP 23-15
COST PROPOSAL

Attachment: A4) Bid & Contract Agreement with Blount Construction Company, Inc. (23-6873 : Contract Award for Stormwater Pipe

City of Norcross Storm Pipe Replacement project - Exeter Circle					
Bid posting date:	9/13/2023				
Bid opening date:	10/20/2023				
Company name	Blount Construction Company, Inc.				
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$23,007.46	\$23,007.46
2	Mobilization / Demobilization	1	LS	\$6,017.11	\$6,017.11
3	Permanent Grassing (Sod)	1200	SF	\$1.82	\$2,184.00
4	Grassing and Mulch	1200	SF	\$1.21	\$1,452.00
5	Silt Fence	20	LF	\$8.19	163.80
6	Storm Drainpipe, 18" HDPE, H 1-10 including bedding	120	LF	\$77.29	\$9,274.80
7	18" Headwall	1	EA	\$2,276.99	\$2,276.99
8	RIP RAP	2	TN	\$457.95	\$915.90
9	Remove existing Pipes	120	EA	\$15.70	\$1,884.00
11	Remove fence gate and re-install	10	LF	\$188.77	\$1,887.70

Total: \$49,063.73

City of Norcross Storm Pipe Replacement project - N. Peachtree Street					
Bid posting date:	9/13/2023				
Bid opening date:	10/20/2023				
Company name	Blount Construction Company, Inc.				
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$30,086.79	\$30,086.79
2	Mobilization / Demobilization	1	LS	\$6,223.11	\$6,223.11
3	Permanent Grassing (Sod)	50	SF	\$1.98	\$99.00
4	Grassing and Mulch	200	SF	\$7.21	\$1,442.00
5	Silt Fence	20	LF	\$8.19	\$163.80
6	Storm Drainpipe, 15" RCP, H 1-10 including bedding	32	LF	\$257.18	\$8,229.76
7	15" Headwall	1	EA	\$2,506.28	\$2,506.28
8	RIP RAP	2	TN	\$457.95	\$457.95
9	Remove existing Pipes	32	LF	\$56.72	\$1,815.04
11	Tree Removal	2	EA	\$3,347.50	\$6,695.00
12	Pavement Removed and Replaced	4.5	CY	\$2,977.31	\$13,397.90

Total: \$71,574.58

City of Norcross Storm Pipe Replacement project - Terrace Club Court					
Bid posting date:	9/13/2023				
Bid opening date:	10/20/2023				
Company name	Blount Construction Company, Inc.				
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$16,513.21	\$16,513.21
2	Mobilization / Demobilization	1	LS	\$ 4,389.08	\$ 4,389.08
3	Permanent Grassing (Sod)	2400	SF	\$1.83	\$ 4,392.00
4	Silt Fence	20	LF	\$8.19	\$163.80
5	Storm Drainpipe, 42" HDPE, H 1-10 including bedding	120	LF	\$167.15	\$20,058.00
6	42" Headwall	1	EA	\$4,142.70	\$4,142.70
7	RIP RAP	6	TN	\$271.62	\$1,629.72
8	Remove existing Pipes	120	EA	\$26.62	\$3,194.40
10	Tree Removal	2	EA	\$3,605.00	\$7,210.00
11	Remove fence and re-install	20	LF	\$125.28	\$2,505.60
Total:				\$64,198.51	

City of Norcross Storm Pipe Replacement project - Valley Road					
Bid posting date:	9/13/2023				
Bid opening date:	10/20/2023				
Company name	Blount Construction Company, Inc.				
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$22,866.68	\$22,866.68
2	Mobilization / Demobilization	1	LS	\$4,945.28	\$4,945.28
4	Grassing and Mulch	100	SF	\$5.77	\$577.00
5	2 - Storm Drainpipes, 18" RCP, H 1-10 including bedding	120	LF	\$168.92	\$20,270.40
6	Double Wing Catch Basins, GDOT 1034	2	EA	\$14,355.26	\$28,710.52
7	Remove existing Pipes	120	LF	\$33.92	\$4,070.40
8	Replace Curb and Gutter- tie with Curb and Gutter @ Sunset Drive Intersection	200	LF	\$95.72	\$19,144.00
9	Pavement Removed and Repalced	5.8	CY	\$2,423.06	\$14,053.75
10	Demo and Redo Existing stone Headwall	1	EA	\$9,042.08	\$9,042.08

Total: \$123,680.11

City of Norcross Storm Pipe Replacement project - RidgeCrest @ Longview					
Bid posting date:	9/13/2023				
Bid opening date:	10/20/2023				
Company name	Blount Construction Company, Inc.				
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$36,780.40	\$36,780.40
2	Mobilization / Demobilization	1	LS	\$8,778.15	\$8,778.15
3	Permanent Grassing (Sod)	50	SF	\$1.98	\$99.00
4	Grassing and Mulch	500	SF	\$1.15	\$575.00
5	Silt Fence	20	LF	\$8.19	\$163.80
6	Storm Drainpipe, 15" RCP, H 1-10 including bedding	32	LF	\$403.71	\$12,918.72
7	Storm Drainpipe, 15" HDPE, H 1-10 including bedding	40	LF	\$109.69	\$4,387.60
8	Remove existing Pipes	80	LF	\$118.71	\$9,496.80
9	Single Wing Catch Basins., GDOT 1033	2	EA	\$9,450.68	\$18,901.36
10	Junction Box	1	EA	\$6,511.95	\$6,511.95
11	Tree Removal	1	EA	\$5,665.00	\$5,665.00
12	Sanitary Sewer Manhole Concrete Collar	1	EA	\$1,502.70	\$1,502.70
13	Demo existing Stormwater structures	2	EA	\$1,206.12	\$2,412.24
14	Pavement Removed and Repaved	8	CY	\$2,156.80	\$17,254.40
15	Pavement Milling and Resurfacing (1.5" OVERLAY)	2.8	CY	\$4,385.53	\$12,279.48
16	6" Header curb	40	LF	\$40.01	\$1,600.40

Total: \$139,327.00

Combined Total: \$447,843.96

APPENDIX D
ITB PWUP 23-15
REFERENCES

Attachment: A4) Bid & Contract Agreement with Blount Construction Company, Inc. (23-6873 : Contract Award for Stormwater Pipe

References for Blount Construction Company, Inc.

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed (or in progress) having a similar specification and scope of work.

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 Public Works Department
 Description of Project: Emergency Storm Drainage Repair/Pipe Replacement, Grading, and Utilities
 Completion Date: June 2020
 Contact Person: Tim Allen
 Telephone: 770-888-8872 Fax: not applicable
 Email address: TAllen@forsythco.com

2. Company Name: City of Sandy Springs
 Description of Project: Stormwater Maintenance, Grading, Drainage, and Utilities
 Completion Date: June 2021
 Contact Person: Mikal Baker
 Telephone: 770-730-5600 Fax: not applicable
 Email address: MBaker@SandySpringsga.gov

3. Company Name: Gilbane Construction
 Description of Project: Grading, Storm System Installation, Site Utility Installation, Erosion Control
 Completion Date: Summer 2023
 Contact Person: Kevin Borst
 Telephone: 678-539-7267 Fax: not applicable
 Email address: KBorst@GilbaneCo.com

APPENDIX E
ITB PWUP 23-15
PACKET CHECKLIST

PROJECT: Norcross Stormwater Pipe Replacement

DATE: October 20, 2023

Please use this checklist to ensure you have properly completed all forms and requirements.
You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

- X Packet Checklist (attached to bid package)
- X Two Hard Copies & One Electronic Copy of bid Package (*including completed appendices and all required forms*)
- X Bid Bond or Certified Check if cost proposal over \$30,000
- X Certificate of Liability Insurance
- X [E-Verify Contractor & SAVE Affidavits](#)
- X Mail or deliver to:
PWUP Department
Attn: Christabel Ghansah, Capital Projects Manager
City of Norcross
345 Lively Avenue
Norcross, GA 30071

Cover Letter with Brief Business Profile

Blount Construction Co., Inc. is a civil construction company founded in 1946 by George C. Blount. Blount Construction became 100% employee owned in 1997 when George C. Blount Jr. passed away. Blount Construction's mission statement describes them best:

"Blount Construction Co., Inc. is a dynamic employee-owned civil construction company with integrity whose people are committed to deliver safe, cost-effective and quality turnkey solutions to our customers while utilizing and creating innovative rehabilitation techniques to improve sustainability in our environment."

Blount Construction Co., Inc. has tripled in size over the past ten years and currently employs an average of 160 owners. Blount Construction operates two asphalt plants, Forsyth County and Floyd County; an equipment shop in Gwinnett County and the main office is located in Cobb County.

Blount Construction Co., Inc. is an active member of the Georgia Utility Contractors Association, the Georgia Highway Contractors Association, U.S. Green Build Council, National Association of Women in Construction, Forsyth County Chamber of Commerce, Metro Atlanta Chamber of Commerce, National ESOP Association, Georgia Asphalt Association, and the National Asphalt Recycling & Reclaiming Association.

Notable contracts over the past 70 plus years include: the 1-85 Viaduct joint venture project with Bellamy Brothers in 1975, one of the largest GADOT projects ever awarded at that time; Construction of the New Georgia Railroad to Stone Mountain Park in 1988 for the Democratic National Convention; Sitework for the CDC Central Utility Plant and Lab 110 building including a 1500-foot utility tunnel in 1998; 30 miles of Full Depth Reclamation on the National Park Service and Mississippi DOT Natchez Trace Parkway in 2003; Sitework for the complete three city block re-development of The Streets of Buckhead including Brownfield remediation in 2008, Stabilizing 300,000 sq. yds. of the Memphis Intermodal Rail Yard, 2012. Annually, Blount completes 1 Million sq. yds. of FDR and Soil Stabilization.

Blount continues to expand its operation to the Public Works Sector by providing road maintenance crews for the City of Sandy Springs for 12 years, previously with City of Johns Creek for 5 years. Currently we perform approximately 50% of our workload for Government Agencies.

Business Information

Blount Construction Company, Inc.

Office Address: 1730 Sands Place, Marietta, Georgia 30067

Shop Address: 5200 Webb Parkway, Lilburn, Georgia 30047

Plant Addresses: 911 Canton Highway, Cumming, Georgia 30040

3990 Martha Berry Highway, Rome, Georgia 30165

Contact Person

Mr. Shawn England

1730 Sands Place, Marietta, Georgia 30067

O: 770-541-7333 / F: 770-541-7340 / C: 404-735-1442

Email: Shawn.England@blountconstruction.com

Resumes or Statements of Qualifications

Bob Cathcart

Bob.Cathcart@blountconstruction.com

2016- President/ Director

2016-2019 Vice President of Private Services/ Director

2004-2016 Estimator/ Sales/ Manager of Reclamation, Asphalt and Concrete

1999-2004 Estimator of Reclamation, Asphalt and Concrete Divisions

David Faust

David.Faust@blountconstruction.com

2016- Vice President of Asphalt and Base / Director

2003-2016 Project Manager I Sales/ Estimating of Reclamation and Soil Stabilization

2001-2003 Reclamation and Base Stabilization Marketing and Outside Sales

Resumes or Statements of Qualifications**Greg Schultz**

Greg.Schultz@blountconstruction.com

2023- Vice President/Secretary
2018-2023 Vice President of Fleet Operation
2011-2016 Superintendent

Shawn England

Shawn.England@blountconstruction.com

2023- Vice President of Estimating & Contract Administration
2018-2022 Office Manager Estimators/PMs/Chief Estimator Grading Division
2014-2017 Project Manager I Sales/Estimating of Reclamation and Soil Stabilization
2006-2013 Land Surveyor /Estimator / Project Manager of Grading and Utility Division

References**Forsyth County** - 110 East Main Street, Cumming, GA

Tim Allen: 770-781-2101 / tallen@forsythco.gov

City of Dunwoody - 4800 Ashford Dunwoody Road, Dunwoody, GA

David Ayers: 678-382-6854 / David.Ayers@dunwoodyga.gov

City of Stockbridge - 4640 North Henry Blvd., Stockbridge, GA

Decius Aaron: 770-474-1232 / daaron@cityofstockbridge.com

Available Resources**Self-Perform Work Offered:**

- Storm Drainage & Sanitary Sewer
- Site Work Contract Management and Supervision
- Clearing, Grubbing, Grading & Erosion Control
- Concrete Curb & Paving / Stone Base & Asphalt Paving
- Soil Cement Base
- Stabilization of Unsuitable Subgrade for Grading or Paving



CONTRACTOR'S CERTIFIED QUALIFICATION STATEMENT

Submitted on behalf of

Blount Construction Company, Inc.
1730 Sands Place, Marietta, GA 30067
Phone: 770-541-7333 / Fax: 770-541-7340

The Company is a Georgia corporation. It was incorporated under its present name in 1956, after operating as George C. Blount & Son Inc. for approximately 10 years.

Organization/Management Structure:

<u>Name</u>	<u>Experience</u>	<u>Title</u>
Bob Cathcart	32 years	Director & President
David Faust	29 years	Director & Exec VP
Greg Schultz	32 years	Director & Sr Vice President Fleet & Equipment
Shawn England	29 years	VP Estimating & Contract Administration
Mitch Matthews	16 years	Controller
Jason Walker	25 years	Sr Estimator /Project Manager
Erik van der Heijden	18 years	Estimator /Project Manager
Antwane Calloway	26 years	Estimator /Project Manager
Peter Psychogios	5 years	Estimator /Project Manager
Blake Merritt	5 years	Estimator /Project Manager
Doug Myers	32 years	Superintendent
Raul Chavarria	36 years	Superintendent
Jason Johnston	28 years	Superintendent
Michael Ozburn	14 years	Asst Superintendent
Brad Ketner	33 years	Safety Manager

Blount Construction currently has 170 full time employees, the employees assigned to this project will have extensive experience in all types of work. Blount has been providing service for 70 years. Employees are certified in Traffic control, First Aid, CPR and numerous certifications as required in the industry.

The Company is capable of performing the following work with its own forces:

- Public Works Road Maintenance Crews
- Site Work Contract Management and Supervision
- Clearing, Grubbing, Grading, and Erosion Control
- Storm Drainage and Sanitary Sewer
- Concrete Curb and Paving
- Stone Base and Asphalt Paving
- Soil Cement Base
- Stabilization of Unsuitable Subgrade for Grading or Paving
- In-Place reclaiming of Asphalt Paving

The Company is an Prequalified Contractor by the Georgia Department of Transportation, with a current capacity rating of \$394.0 million.

Other Facilities: Cumming Asphalt Plant (770-887-0579)
911 Canton Hwy, Cumming, GA 30040

Rome Asphalt Plant (706-234-4051)
3990 Martha Berry Hwy, Rome, GA 30165

Shop & Equipment Yard (770-564-0431)
5200 Webb Pkwy, Lilburn, GA 30130

Legal Actions: Blount Construction Company, Inc. has not had any legal actions on any past or current projects.

Equipment: All equipment is owned. Equipment list is attached

Insurance Agent: Yates Insurance Agency David Rawson
2800 Century Pkwy NE, Suite 300 404-633-4321
Atlanta, GA 30345

CPA: Smith, Adcock & Company Jeff Woolums
6120 Powers Ferry Rd., Suite 250 404-252-2208
Atlanta, Georgia 30339

Project References: City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
David Ayers: 678-382-6854
Milling, Reclamation, Asphalt Paving

City of Milton
2006 Heritage Walk
Milton, GA 30004
Matthew Fallstrom: 678-242-2558
Reclamation, Milling Resurfacing

Coweta County
22 East Broad Street
Newnan, GA 30263
Bob Palmer: 770-683-7623
Milling, Asphalt Paving, Full Depth Reclamation

STATUS OF CONTRACTS ON HAND

Contractor: Blount Construction Company, Inc (2BL590)

Give full information about all of your contracts, with all agencies,
public and private; whether in progress or awarded but not yet begun.
Attach additional sheets if required.

1 PROJECTS LOCATION AND DESCRIPTION	CONTRACT AMOUNT				
	2 TOTAL	3 SUBCONTRACTED	4 NET	5 PORTION OF NET	6 NET UNCOMPLETED
	OBLIGATIONS	TO OTHERS (-)	OBLIGATIONS	COMPLETED (-)	WORK UNDER CONTRACT
628 Edgewood Site Work Revision	\$750,270.00	\$129,699.00	\$620,571.00	\$595,158.63	\$25,412.37
Drewry Street Condos	\$492,937.49	\$169,265.50	\$323,671.99	\$314,833.27	\$8,838.72
Alexan 4th Ward	\$1,657,115.00	\$315,541.74	\$1,341,573.26	\$1,325,177.34	\$16,395.92
R-1 Riverside D Row Project	\$437,151.45	\$119,629.98	\$317,521.47	\$301,339.55	\$16,181.92
Braselton MOB	\$3,351,180.00	\$409,782.75	\$2,941,397.25	\$2,914,496.73	\$26,900.52
Allatoona Business Center - 40# @ 12"	\$1,707,486.30	\$0.00	\$1,707,486.30	\$128,727.48	\$1,578,758.82
Allora Gainesville	\$3,456,627.00	\$1,231,958.35	\$2,224,668.65	\$1,635,918.11	\$588,750.54
560 Edgewood	\$1,157,376.00	\$312,387.99	\$844,988.01	\$0.00	\$844,988.01
County Resurfacing of Various Roads	\$25,085,632.74	\$886,672.02	\$24,198,960.72	\$9,128,561.68	\$15,070,399.04
Forsyth County 2022 Resurfacing	\$8,379,749.00	\$190,214.00	\$8,189,535.00	\$5,858,285.56	\$2,331,249.44
Sandy Springs Storm Maintenance	\$699,151.44	\$0.00	\$699,151.44	\$390,338.34	\$308,813.10
Sandy Springs Maintenance	\$1,378,964.88	\$0.00	\$1,378,964.88	\$853,169.27	\$525,795.61
City of Milton- FY22 Asphalt Reconstruction & Resu	\$3,437,075.46	\$176,470.30	\$3,260,605.16	\$1,980,220.48	\$1,280,384.68
Dawson County - Shoulder Widening - GDOT	\$1,111,036.33	\$121,187.36	\$989,848.97	\$0.00	\$989,848.97
Cartersville Resurfacing Various City Streets	\$596,868.82	\$58,233.50	\$538,635.32	\$0.00	\$538,635.32
Fayette HA5	\$225,423.66	\$14,250.00	\$211,173.66	\$0.00	\$211,173.66
CIP LMIG Resurfacing	\$6,135,303.70	\$709,786.93	\$5,425,516.77	\$0.00	\$5,425,516.77
Lynch Rd Project	\$245,120.00	\$0.00	\$245,120.00	\$224,799.80	\$20,320.20
FedEx Ground	\$121,640.50	\$0.00	\$121,640.50	\$0.00	\$121,640.50
Recycle Center Renovations	\$737,053.90	\$106,469.11	\$630,584.79	\$0.00	\$630,584.79
Everton Estates Phase III	\$72,306.68	\$0.00	\$72,306.68	\$67,391.68	\$4,915.00
Fun Spot America	\$134,531.75	\$0.00	\$134,531.75	\$133,553.90	\$977.85
IDI Logistics	\$1,425,633.60	\$0.00	\$1,425,633.60	\$371,013.75	\$1,054,619.85
Saxum Oil	\$375,000.00	\$0.00	\$375,000.00	\$357,049.54	\$17,950.46
Johns Creek Concrete Repairs	\$91,634.09	\$320.75	\$91,313.34	\$0.00	\$91,313.34
Dunwoody Street Resurfacing 2023	\$2,746,210.25	\$132,196.88	\$2,614,013.37	\$0.00	\$2,614,013.37
Cobb County Resurfacing (South)	\$11,285,635.58	\$173,212.00	\$11,112,423.58	\$0.00	\$11,112,423.58
CSX Fairburn	\$1,879,881.22	\$69,590.42	\$1,810,290.80	\$0.00	\$1,810,290.80
Troup Logistics Soil Cement	\$258,778.91	\$0.00	\$258,778.91	\$207,490.16	\$51,288.75
Forsyth Commerce Center	\$111,213.20	\$0.00	\$111,213.20	\$0.00	\$111,213.20
Dunwoody Club Drive	\$42,000.00	\$5,500.04	\$36,499.96	\$36,437.63	\$62.33
2000 Buford Mill Road Bldg 200	\$9,100.00	\$0.00	\$9,100.00	\$0.00	\$9,100.00
Jasper County Crackseal	\$46,708.57	\$11,200.00	\$35,508.57	\$0.00	\$35,508.57
2835 Shawnee Industrial - Pavement Repair	\$16,656.35	\$0.00	\$16,656.35	\$0.00	\$16,656.35
Serenbe Additional Grading	\$14,000.00	\$0.00	\$14,000.00	\$0.00	\$14,000.00
					\$47,504,922.35

Attachment: A4) Bid & Contract Agreement with Blount Construction Company, Inc. (23-6873 : Contract



CERTIFICATE OF LIABILITY INSURANCE

H.8.e

DATE (MM/DD/YYYY)

5/17/2023

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 have ADDITIONAL INSURED provisions or 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 Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	CONTACT NAME: PHONE (A/C, No, Ext) 404-633-4321 E-MAIL ADDRESS: certs@yatesins.com FAX (A/C, No): 404-633-1312
INSURED Blount Construction Co Inc 1730 Sands Place Marietta GA 30067	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO National Insurance Company INSURER B: Great American Insurance Company INSURER C: BITCO General Insurance Corporation INSURER D: INSURER E: INSURER F:
	NAIC # 20109 16691 20095

COVERAGES**CERTIFICATE NUMBER:** 483736829**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP3723970	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CAP3723971	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TUU033025214	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3723969	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations and Automobile Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Workers' Compensation; Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits, forms, terms, conditions, and exclusions.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION ONLY

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

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AGENCY CUSTOMER ID: BLOUCO01-C

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Yates, LLC		NAMED INSURED Blount Construction Co Inc 1730 Sams Place Marietta GA 30067	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

FORMS:
 GL3086 (10/19) - Transportation Contractors Extended Liability Coverage
 AP0401 (10/17) - Broadened Coverage - Automobiles
 WC000313 (4-84) - Waiver of Our Right to Recover From Others Endorsement
 GA16003 (6/97) - Schedule of Underlying Insurance

Attachment: A4) Bid & Contract Agreement with Blount Construction Company, Inc. (23-6873 : Contract Award for Stormwater Pipe

American DBL Drum Sheep Foot Roller 1978
Arrow Boards
Athey Windrow Loader 712D 1995
Bomag BW 172 D-2 Vibratory Roller 1998
CAT 140G Motor Grader 1991
CAT 140H Motor Grader 2001
CAT 150B Rubber Tire Rollers
CAT 308DCR Excavator 2012
CAT 330D Excavator 2007
CAT 420E 4X4ES Back Hoe Loader 2007
CAT 420F Rubber Tire Backhoe Loaders
CAT 725 Articulating Dump 2006
CAT 950 G
CAT 950 H
CAT 953 Track Loader 1992
CAT 953 Track Loader 2000
CAT 953 Track Loader 2002
CAT Challenger MT465B-4P Farm Tractor 2008
CAT CW 16 Rubber Tire Rollers
CAT D5KLGP Dozer
CAT PS-150C Rubber Tire Rollers
CAT Rubber Tire Roller 150B 2000
CAT Rubber Tire Roller PS150C 2007
Cedar Rapids Spreader CR362 2005
Chevrolet 1500 Pickup 2005
CMI Reclaimer/Stabilizer RS 650 2000
CMI Reclaimer/Stabilizer RS 800 2002
CMI Reclaimer/Stabilizer RS 800 2005
Crafco SS125DC Melter Crack Sealer
Curb and Gutter Forms
Dorsey Trailer DF-53 BTR 2014
Dynapac CA 151 Roller 1993
Dynapac CA251PD Compactor 1994
Dynapac CP 271 Rubber Tire Roller 2000
Etnyre E Mold Curb Mach 1980
Etnyre Lowboy Rtn 55ETD Trailers
Ford F 80 Med. Hvy.Convnt TK 1998
Etnyre S-200 Distributor
Ford F-150 Pickup 2005 (Tim Womack)
Ford F-150 Pickup 2006 (Dagoberto Guerrero)
Ford F-150 Pickup 2006 (Matt Chatham)
Ford F-150 Pickup 2007 (Glenn Goldman)
Ford F-150 Pickup 2007 (Kenneth Mchan)
Ford F-150 Pickup 2009
Ford F-150 Pickup 2010

J Deere 250D Articulating Dump 2006
J Deere 310 Back Hoe 2001
J Deere 310 Back Hoe/Loader 2000
J Deere 310 SG Back Hoe 2002
J Deere 310SJ Backhoe Loader 2008
J Deere 310SK Backhoe Loader 2013 (SS)
J Deere 310SL Rubber Tire Backhoe Loader
J Deere 35D Mini Ex 2013
J Deere 444K Rubber Tire Loader 2013
J Deere 544 E Rubber Tire Loader 1992
J Deere 544H Wheel Loader 1998
J Deere 650H Dozer 2003
J Deere 650H Dozier 2000
J Deere 650J Dozier 2006
J Deere 672G Motor Grader 2012
J Deere 750J Dozier 2007
J Deere 772D Motor Grader 2005
JB 6000 Steam Cleaner 1990
Jersey 103 Stone Spreader 1979
Kawasaki 65ZV RT Loader 2008
Kenworth T300 Service Truck 2007
Kenworth T370 - Entyrne Asphalt Distributors
Kenworth T880 Tractor
Kenworth W900B 2001 (3000 Gallon Tank)
Kobelco SK210 LC Excavator
Komatsu GD650A Motor Grader 1999
Komatsu PC138 Excavator 2015
Komatsu PC270 LC Excavator 2002
Komatsu PC290 LC Excavator
Komatsu PC300 Excavator Dozer 2006
Komatsu PC35 MR-3 Excavator 2015
Komatsu PC35 MrR Excavator
Leica GB 5714 Ground Penetrating Radar
Leica GB 5722 Ground Penetrating Radar
Leica H2A132 Ground Penetrating Radar
Lincoln Welder Ranger 8 (Shop)
M90 C15 Lite Arrow Board
M90 E15 Lite Arrow Board
Mack 600 Water Truck 2000 (4,000 Gal)
Mack CHN600 HA-5 2007
Mack CHN613 Lowboy 2007
Mack CHU613 Lowboy 2012
Mack CS300 Flat Dump 1996
Mack DM600 Water Truck 1989

Ford F-150 Pickup 2012
Ford F-150 Pickup 2013
Ford F-150 Pickup 2014
Ford F-150 Pickup 2015
Ford F-250 2006 (Chris Mulvihill)
Ford F-250 Pickup 2008
Ford F-350 2000 (Christian Camacho)
Ford F-350 2007 (John Bell)
Ford F-350 Pickup 2008
Ford F-350 Pickup 2013
Ford F-350 Service Body 2011
Ford F-450 Asphalt Crew Truck 2015
Ford F-450 Concrete Crew Truck 2016
Ford F-450 HA-5 Crew 2014
Ford F-550 Mechanic 2012
Ford F-550 Mechanic 2013
Ford F-550 Mechanic 2014
Ford F-750 Asphalt Distributor 2015
Etnyre Distributor 2014
Ford F-750 Service Truck 2000
Ford F-800 Water Truck 1980
Ford Fusion 2014
Fruehauf Tank Trailer 1977
Hamm 3412P Pad Foot Roller 2005
Hamm 3412P Pad Foot Roller 2007
Hamm GRW18 Rubber Tire Roller 2004
Hamm H101P Padfoot Roller
Hamm HD14VV Dd Vibratory
Hamm HD70 Asphalt Roller
Hi-Way Sand Spreader E2020XT 2005
Ing Rand DD28HF Asphalt Roller 2004
Ing Rand DD31HF Asphalt Roller 2007
Ing Rand PT125R Rubber Tire Roller 2006
Ing Rand SD100 Vibratory Roller 2000
Ing Rand SD110F Pad Foot Roller 2001
Ing Rand SD45F Pad Foot Roller 2005
Ing Rand SD70 Vibratory Roller 1999
Ing Rand SD70 Vibratory Roller 2002
Ing Rand SD70F Pad Foot Roller 2002
International 4000 470 Series 1995
International 5000 Paystar Spreader 1999
International 5600 Material Spreader/Rolloff
International Paystar Truck 1988 w/ Spreader

Mack DM685S Water Truck 1981
Mack DM685S Water Truck 1984
Mack GU813 Sand Spreader
Mack RD688S Rolloff 2000
Midland SA Road Widener 2003
Morooka MST2000 Track Truck 1995
New Holland Skid Steer
New Holland Skid Steer L185 2008
New Holland Skid Steer LS185 2007
Peterbilt 320 Cement Truck 1995
Peterbilt COE320 Cement Spreader 1995
Power Curber Mach 5700B 1997
Powerscreen Warrior 800 Screener
Roadtec FB100E Power Broom
Roadtec FB85-155 Broom
Roadtec RP170 Spreader 2009
Roadtec RP175 Asphalt Spreader
Roadtec RP190 Spreader 2006
Roadtec RP190E Asphalt Spreader
Roadtec RX3004E Mill 2015
Roadtec RX5004 Milling Machine w Cutter Drum
Roadtec RX600E Milling Machine
Roadtec SB2500 Shuttle Buggy 1998
Roadtec SX-8E Stabilizer 2013
Rcsco Challenger Sweeper 2005
Rcsco Sweep Pro 2007
Sakai SW-8002 Smooth Drum Roller 2004
Steam Cleaner
Sterling Acterra SC800 2004
Elgin Eagle Sweeper 2000
Sterling Acterra 16' 2008
Sterling Acterra 18' Dump 2006 (SS)
Sterling Acterra 2006
Sterling Acterra SC800 2004
Elgin Eagle Sweeper 2000
Sterling L7500 Acterra 2005
Etnyre Distributor 2006
Sterling LT-750 Sand Spreader 2003
Takeuchi TI250H Skid Steer 2009
Trail King Lowboy Trailer 2001
Trail King Lowboy Trailer 2006
Trail King Trailer
Variable Message Board
Volvo Water Truck 1997 (4,000 Gal)
Wirtgen 4' Milling Machine



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: Norcross Stormwater Pipe Reaplcement Date of Project: _____

Legal Name of Contractor: Blount Construction Company, Inc.

Address: 1730 Sands Place City: Marietta State: GA Zip Code: 30067

Federal Work Authorization User Identification Number (E-Verify Number): 129210 (4-6 digit numeric #)

Date of Authorization: 1-4-2008

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: _____**

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

Shawn England
Signature of Authorized Officer/Agent

10/20/2023
Date

Shawn England, Vice President
Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20 DAY OF October 2023

Executed in Marietta (City), Georgia

Kelly Pope
NOTARY PUBLIC Signature

9/16/2025
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 stormwater pipe replacement (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) X 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: _____.

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? 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, Shawn England (representative for) Blount Construction Company, Inc.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Shawn England
Signature of Applicant

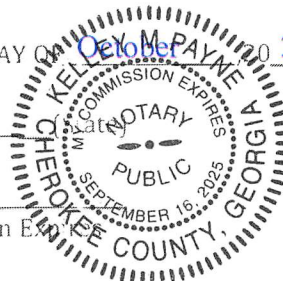
10/20/2023
Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20 DAY OF October 2023

Executed in Marietta (City), Georgia

Kelley H. Payne
NOTARY PUBLIC Signature

9/16/2025
My Commission Expires



BID BOND

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

CONTRACTOR:*(Name, legal status and address)*

Blount Construction Company, Inc.
1730 Sands Place
Marietta, GA 30067

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:*(Name, legal status and address)*

City of Norcross
345 Lively Avenue
Norcross, GA 30071

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

Norcross Stormwater Pipe Replacement, City Limits of Norcross, Georgia 30071

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of October, 2023



Blount Construction Company, Inc.

(Principal)

(Seal)

By:

(Title) Shawn England

Vice President

Travelers Casualty and Surety Company of America

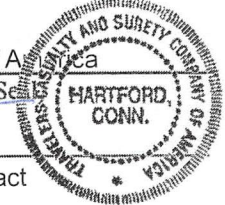
(Surety)

(Seal)

By:

(Title) Danie. Yates

Attorney-in-Fact



Kelley Payne

(Witness) Kelley Payne

Allison Davis

(Witness) Allison Davis



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Daniel Yates of Atlanta, GA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

Principal: Blount Construction Company, Inc.

OR

Obligee: City of Norcross

Project Description: Norcross Stormwater Pipe Replacement, City Limits of Norcross, Georgia 30071

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

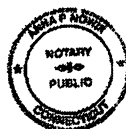
By:
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **October**, 2023.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Contractor Agreement

AGREEMENT BETWEEN BLOUNT CONSTRUCTION COMPANY, INC.

AND THE CITY OF NORCROSS

PROJECT: ITB 23-15

STORMWATER PIPE REPLACEMENT

Project Description

Stormwater Pipe replacement at 1 location – (See attached exhibits): The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contact including all incidentals as directed by the City of Norcross Director of Public Works, Utilities & Parks, or his representative. Unless otherwise specified all work shall be completed in accordance with Federal, State and City standards and Specifications. The project includes the following work:

The Project consists of stormwater work along the following road

- 1) *Removal and replacement of 120' – 42" HDPE on Terrace Club Court, add headwall, and energy dissipation device, remove trees.*

Work also consists of traffic & Pedestrian Control, Mobilization, Erosion and Sediment Control measures, Removal, and disposal of existing pipes a concrete, pavement removal and resurfacing, landscaping, and tree protection. All quantities, specifications and details are to be in accordance with the exhibits and the Invitation to Bid 23-15.

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty-three (2023) between **The City of Norcross**, hereinafter the “owner”, and BLOUNT CONSTRUCTION COMPANY, INC., (hereinafter the “Contractor”) for the following Project.

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

A. SCOPE OF WORK:

BLOUNT CONSTRUCTION COMPANY, INC. shall be expected to meet with Public Works, Utilities and Parks 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 ITB 23-15; the project should begin within ten (10) working days after notification of contract award.

Other Provisions

All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor may at its discretion, engage subcontractors to perform work hereunder, provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

All change orders shall be in writing and must be signed by the owner and contractor.

The Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of the contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement.

Contractor shall at its own expense obtain all permits necessary for the work to be performed.

Contractor agrees to remove all debris and leave the premises in broom clean condition. The City is contracted with Waste Management; thus, the contractor must use their services for waste removal.

In the event the owner fails to pay any periodic or installment payment due hereunder, the contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials. Notwithstanding anything set forth herein to the contrary, Contractor shall be liable to and pay to owner liquidated damages in the amount of \$500.00 per day for every day after the completion date the project is not completed. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

The Contractor shall provide to the Capital Project Manager **Christabel.ghansah@norcrossga.net** the schedule of construction activities. The schedule must be presented at least seven (7) days prior to work commencing to notify residents and/or businesses.

Contractor warrants all work for a period of twelve (12) months following completion.

The contractor further represents and warrants as follows:

1. Contractor at all times shall inspect and keep the workplace safe for contractor's agents, employees and subcontractors and any licensee or invitee and any other third party who might otherwise come onto the workplace. The workplace shall be defined as that portion of the project which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.

2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Invitation to Bid and bid specifications – Project Description
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 **Sixty Four Thousand, One hundred, Nighty Eight dollars and Fifty one cents (\$64,198.51)**, 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. BLOUNT CONSTRUCTION COMPANY, INC. is prepared to begin work upon receipt of a signed contract.

D. PROJECT INSPECTIONS:

1. The project listed under the project description on page 1 shall be inspected by the Norcross Department of Public Works, Utilities and Parks 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 BLOUNT CONSTRUCTION COMPANY, INC. 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

BLOUNT CONSTRUCTION COMPANY, INC. 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)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6874	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Mitchell Road Pipe Replacement Contract Award		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Mitchell Road Pipe Replacement Contract Award](#)
2. [A1\) ITB PWUP 23-17](#)
3. [A2\) Mitchell Road Location Map](#)
4. [A3\) Bid & Contract Agreement with Blount Construction Company, Inc](#)

Title

Mitchell Road Pipe Replacement Contract Award

Drafter

Matthew Zaki



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Donald Maxwell – Stormwater Superintendent

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23- 6874

Title: Mitchell Road Pipe Replacement Contract award

CC: Eric Johnson

Recommendation

Approve the recommendation to award the Mitchell Road stormwater pipe replacement contract to Blount Construction Company, Inc.

Background

During the replacement of the deteriorated CMP pipe under Mitchell Road at the intersection with Buford Highway, it was determined that another pipe section under Mitchell had also deteriorated and needed replacement. The pipe is located under the right turn lane. The project consists of the following

- 1) Remove the existing 80 LF – 54" CMP and replace with 80 LF -RCP
- 2) Remove and replace the existing pavement associated with the Pipe removal and replacement
- 3) Remove and replace Curb, Gutter, and sidewalk.
- 4) Remove existing Grate Inlet and replace with SWCB GDOT 1033D storm structure.

The City issued an Invitation to Bid, bidders submitted to the city in response to the ITB, upon review of the bids, it was determined that Blount Construction Company, Inc. is the most responsible and responsive bidders.

PWUP staff will be corresponding with the following agencies/ entities:

1. Gwinnett County DOT to oversee the Detection loops removal and placement.
2. GDOT, since the limits of construction will be encroaching into GDOT's ROW, we'll need to inform them of the minor encroachment into their ROW as well as the required roadway signage since Mitchell Road will be closed from Buford Highway during construction, signs will be placed @ both dedicated Left - and Right-Turn lanes at the intersection with Mitchell.
3. Police Department/ Gwinnett County Fire department for Road closure
4. Accent Creative Group to communicate Road closure.

5. Coordinate with property owners (Post office and Advance Auto Parts) to inform them of the scope of work.

Financial Impact

The total costs to perform the pipe replacements will amount to approximately \$138,990.91, costs associated with the pipe replacement were approved in the stormwater improvements line item.

Consistent with Comprehensive Plan?

Proceeding forward with this contract extension enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services.

Next Steps

Upon approval and contract signature, City staff will coordinate with contractor the Notice to Proceed.

Attachments

- A1) ITB 23-17
- A2) Mitchell Road Location map
- A3) Bid & Contract Agreement with Blount Construction Company, Inc.

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

INVITATION TO BID
MITCHELL ROAD PIPE REPLACEMENT
ITB PWUP 23-17

Attachment: A1) ITB PWUP 23-17 (23-6874 : Mitchell Road Pipe Replacement Contract Award)

City of Norcross

Department of Public Works, Utilities & Parks

INVITATION TO BID MITCHELL ROAD PIPE REPLACEMENT ITB PWUP 23-17

OVERVIEW:

The BID package should be clearly marked “**ITB PWUP 23-17 – MITCHELL ROAD PIPE REPLACEMENT**” on its face and submitted by **11:00 a.m. on October 27, 2023**. to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Christabel Ghansah
ITB PWUP 23-17 – MITCHELL ROAD PIPE REPLACEMENT
City of Norcross
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **5:00 p.m. on October 13, 2023**.

No BID will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No bid may be withdrawn within thirty (30) days after the BID opening and all BIDS shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

Attachment: A1) ITB PWUP 23-17 (23-6874 : Mitchell Road Pipe Replacement Contract Award)

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the ITB and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-bid meeting** if one is offered. These meetings provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the ITB.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for this ITB will be posted on the City's website and will include all questions asked and answered concerning the ITB.
5. _____ **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., sample budget form, certification forms, etc.
8. _____ **Check the City website for ITB addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the ITB.
9. _____ **Review and read the ITB document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 **INTRODUCTION**

The City of Norcross is soliciting competitive sealed bids from qualified contractors for pipe replacements within the City of Norcross as shown in the attached map.

1.1 **PROJECT SCOPE**

The City of Norcross is soliciting sealed competitive bids from qualified contractors for stormwater pipe replacement on Mitchell road at the intersection of Buford Highway. This project consists of the removal of the underground stormwater pipes, replacing them with the exact size and length, removal and replacement of sidewalk, curb and gutter, pavement demolition and replacement and stabilization of all disturbed areas along with all other measures required to ensure the proper performance of the stormwater conveyance system.

See Appendix B – Maps for detailed information.

1.2 **SPECIFICATIONS**

All bids should be in duplicate with the same information submitted electronically (USB). Bids are legal and binding upon the bidder when submitted. The written bid documents are final and supersede any verbal or written prior communications between the parties.

No bid will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

Award will be made to the most **responsive and responsible** lowest bidder. Awards will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with specification guidelines, show evidence of experience and qualifications, and prove that they are qualified to carry out the scope of work.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder at its discretion.

All work must be completed in accordance with industry specifications and standards.

1.3 REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross staff.

1.4 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially government).

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in this line of work under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long? Please include proof of coverage.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List three similar projects recently executed by your company, stating approximate cost for each, and the month and year completed.

- m. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.
- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City.

If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

1.5 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events.

1.6 COMMUNICATIONS WITH STAFF

All questions about this ITB should include the company name and the referenced RFP section in the following format:

Company Name
 1. Question
 Citation of relevant section of the RFP
 2. Question
 Citation of relevant section of the RFP

2.0 GENERAL CONDITIONS

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BIDS.

2.1 QUALIFICATIONS

- 2.1.1** Bids will only be considered from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and tools for this contract. Proof of samples and examples of current inventory will be provided to the City in the bid for the City staff to take into consideration.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the cost proposal is greater than \$30,000.00, then bids must be accompanied by a certified check or cashier's check or acceptable performance bond in an amount not less than five percent (5%) of the amount proposal per section, and failure to submit a performance bond will be cause for rejection.

2.3 AUTHORITY TO SIGN

- 2.3.1** Bidder must ensure that the legal proper name of their firm and/or corporation is printed OR typed as appropriate on all documents.

2.4 RIGHTS RESERVED

- 2.4.1** The City of Norcross reserves the right to reject any or all bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, cost, work of this type successfully completed and past performance with the City of Norcross.

- 2.4.2** Bidders are advised to examine the site(s) of the proposed work, as are necessary, to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- 2.4.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.

2.5 AWARD OF CONTRACT

- 2.5.1** The contract will be awarded to the most qualified firm whose bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

2.5.1.1 The bid evaluation will be based on the following criteria:

- Bid price
- Compliance with submission guidelines and specifications (including all required forms and documents)
- Qualifications of personnel/Ability to complete scope of work
- Commitment to completing projects timely
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

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- 2.5.5** Prior to execution of a Contract, a Utility Coordination Meeting is required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1** Time is of the utmost importance of this project. The successful Bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater Superintendent at donald.maxwell@norcrossga.net**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
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2.8 LOCATION AND SITE(S)

- 2.8.1** The site(s) of the proposed work is as provided in Appendix B. All work is within City limits of the City of Norcross, Georgia.
- 2.8.2** The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

2.9 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.9.1** The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

2.10 NON-COLLUSION

- 2.10.1** Vendor(s), by submitting a bid, certify that the accompanying bid is not the result of, or affected, by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.11 MATERIALS

- 2.11.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.12 CONTRACT REQUIREMENTS

2.12.1 The successful Vendor is required to do the following within ten (10) days of Notice:

2.12.1.1.1 Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.

2.12.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.12.1.1.3 Provide bonding as required by the ITB documents.

2.12.2 Failure to execute the Contract, Contract Performance Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the Bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate.

2.13 GENERAL CONSTRUCTION GUIDELINES

2.13.1 The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

2.13.2 The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.

2.13.3 Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works.

2.13.4 The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

2.14 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.14.1 Permits

No permits are anticipated for this project.

2.14.2 Construction Schedule

If applicable, the Contractor shall provide the Stormwater Superintendent with a schedule indicating the order in which the streets will be resurfaced and an approximate schedule of when the work will be completed on each street. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents. Contractors are required to notify Homeowners and business merchants via flyers.

2.14.3 Work Hours

The daily hours are 8:00 a.m. – 10:00 p.m. on weekdays and 8:00 a.m. – 10:00 p.m. on weekends

2.14.4 Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works.

2.14.5 Residential Refuse

The Contractor is required to contact Norcross Public Works, Utilities & Parks Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

2.14.6 Project Briefing

All bidders are required to schedule an appointment with the Stormwater Superintendent in order to inspect each work site. The Superintendent can be reached at donald.maxwell@norcrossga.net or 678-421-2069.

2.14.7 Disposal of Refuse

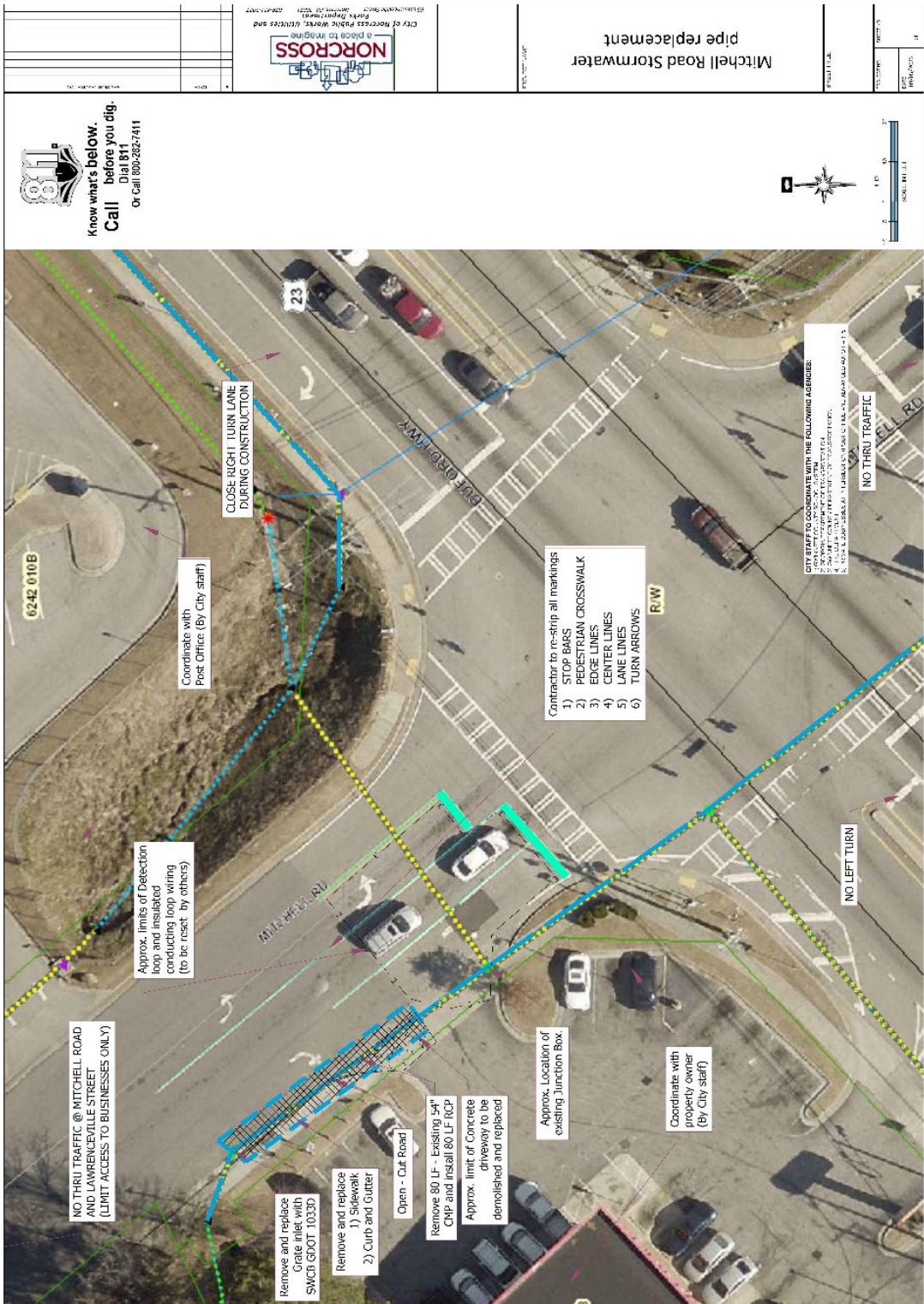
The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

APPENDIX A
ITB PWUP 23-17
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	Sept. 20, 2023, at 9:00 a.m.
Deadline for Written Questions	October 13, 2023, at 5:00 p.m.
Proposals Due	October 27, 2023, at 11:00 a.m.
Proposal Evaluation	TBD
Contract Award (On/about)	TBD

Attachment: A1) ITB PWUP 23-17 (23-6874 : Mitchell Road Pipe Replacement Contract Award)

APPENDIX B
ITB PWUP 23-17
MAP



APPENDIX C
ITB PWUP 23-17
COST PROPOSAL

City of Norcross Storm Pipe Replacement project - Mitchell Road					
Bid posting date:					
Bid opening date:					
Company name					
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS		
2	Mobilization / Demobilization	1	LS		
3	Grassing and Mulch	20	SF		
4	Strom Drainpipe, 54" RCP, H 1-10 including bedding	80	LF		
5	Tie to existing Structure	1	LS		
6	Remove existing Pipes	80	LF		
7	Spoil removal and replace with Stone Backfill	1	LS		
8	Demo exsiting Sidewalk and replace	25	SY		
9	Demo Driveway and replace (6" Per Gwinnett County Standards)	30	SY		
10	Curb removal and replacement	50	LF		
11	Road Cut repair base 19mm - 3" Thick -1.5" Overlay	70	SY		
12	Re-stripping	1	LS		

Attachment: A1) ITB PWUP 23-17 (23-6874 : Mitchell Road Pipe Replacement Contract Award)

APPENDIX D
ITB PWUP 23-17
REFERENCES

Attachment: A1) ITB PWUP 23-17 (23-6874 : Mitchell Road Pipe Replacement Contract Award)

References for _____

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of three (3) references where work of a similar size and scope has been completed.

1. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

2. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

3. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

APPENDIX E

ITB PWUP 23-17

PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

- _____ Packet Checklist (attached to bid package)

- _____ Two Hard Copies & One Electronic Copy of bid Package (*including completed appendices and all required forms*)

- _____ Bid Bond or Certified Check if cost proposal over \$30,000

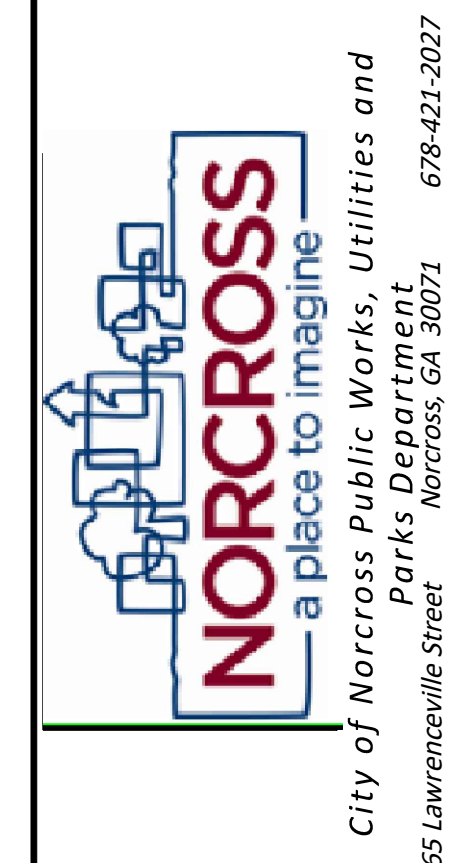
- _____ Certificate of Liability Insurance

- _____ [E-Verify Contractor & SAVE Affidavits](#)

- _____ Mail or deliver to:
 PWUP Department
 Attn: Christabel Ghansah, Capital Projects Manager
 City of Norcross
 345 Lively Avenue
 Norcross, GA 30071

Attachment: A1) ITB PWUP 23-17 (23-6874 : Mitchell Road Pipe Replacement Contract Award)

Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411

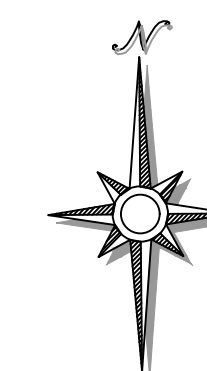
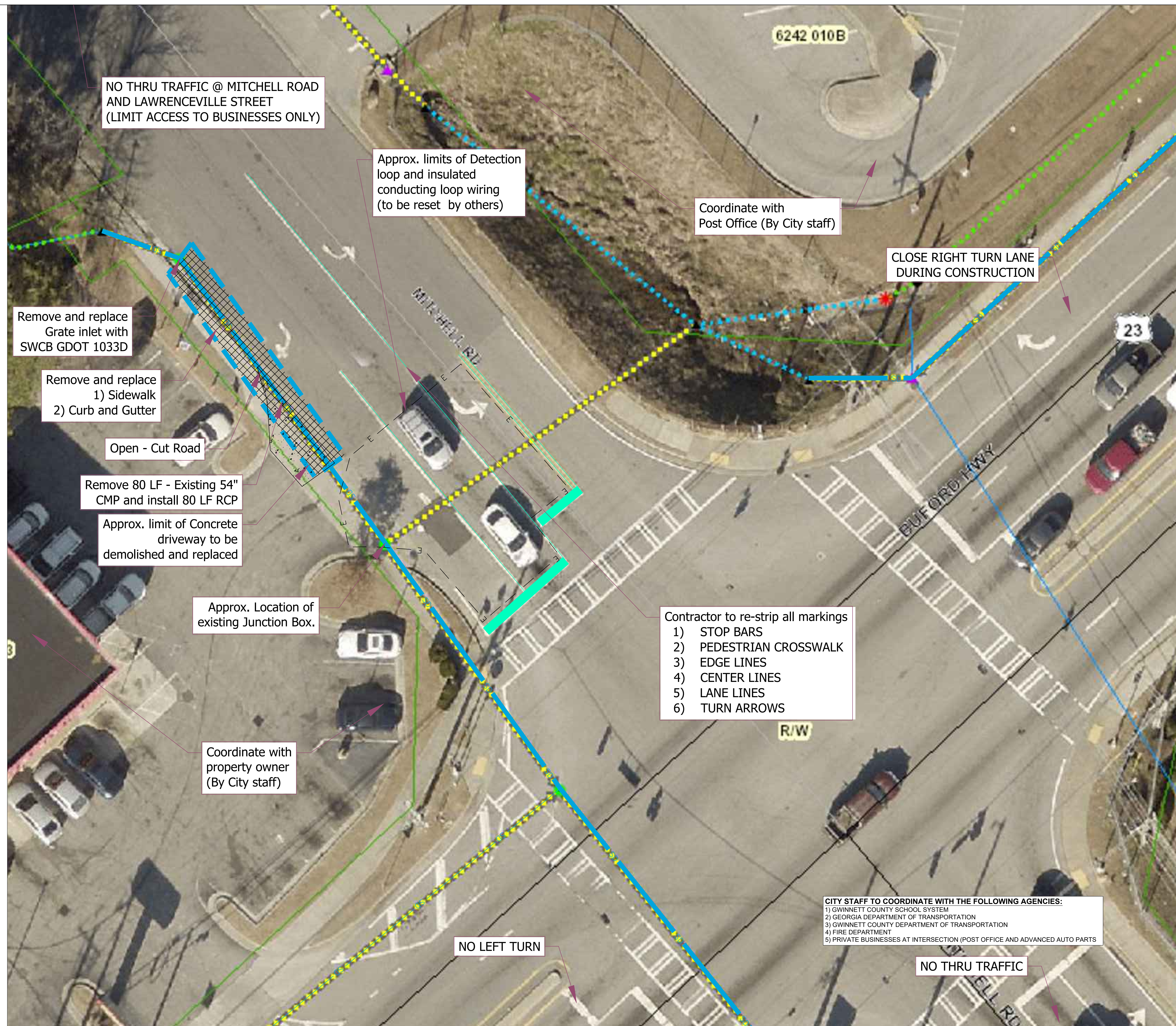
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PROJECT NAME:

Mitchell Road Stormwater pipe replacement

SHEET TITLE:

PROJECT NO.	SHEET NO.
DATE: 09/05/2023	of



1:10

10 5 0 10

SCALE IN FEET



City of Norcross
Department of Public Works, Utilities & Parks

INVITATION TO BID
MITCHELL ROAD PIPE REPLACEMENT
ITB PWUP 23-17

City of Norcross

Department of Public Works, Utilities & Parks

INVITATION TO BID MITCHELL ROAD PIPE REPLACEMENT ITB PWUP 23-17

OVERVIEW:

The BID package should be clearly marked “**ITB PWUP 23-17 – MITCHELL ROAD PIPE REPLACEMENT**” on its face and submitted by **11:00 a.m. on October 27, 2023**, to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Christabel Ghansah
ITB PWUP 23-17 – MITCHELL ROAD PIPE REPLACEMENT
City of Norcross
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **5:00 p.m. on October 13, 2023**.

No BID will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No bid may be withdrawn within thirty (30) days after the BID opening and all BIDS shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID for the City of Norcross

1. X **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. X **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the ITB and is an excellent source of information for any questions you may have.
3. X **Attend the Pre-bid meeting** if one is offered. These meetings provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the ITB.
4. X **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for this ITB will be posted on the City's website and will include all questions asked and answered concerning the ITB.
5. X **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. X **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. X **Use the forms provided**, i.e., sample budget form, certification forms, etc.
8. X **Check the City website for ITB addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the ITB.
9. X **Review and read the ITB document again** to make sure that you have addressed all requirements.
10. X **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 **INTRODUCTION**

The City of Norcross is soliciting competitive sealed bids from qualified contractors for stormwater pipe replacements within the City of Norcross as shown in attached maps. This project consists of the removal of the underground stormwater pipes, replacing them with the exact size and length along with the addition of stormwater structures (catch basins, headwalls, etc.) and curb and gutter required to ensure the proper performance of the stormwater conveyance system.

1.1 **PROJECT SCOPE**

The City of Norcross is soliciting sealed competitive bids from qualified contractors for stormwater pipe replacement for designated areas within the City. This project consists of the removal of the underground stormwater pipes, replacing them with the exact size and length along with the addition of stormwater structures (catch basins, headwalls, etc.) and curb and gutter required to ensure the proper performance of the stormwater conveyance system.

See Appendix B – Maps for detailed information.

All work must be completed in accordance with industry specifications and standards.

1.2 **SPECIFICATIONS**

All bids should be in duplicate with the same information submitted electronically (USB). Bids are legal and binding upon the bidder when submitted. The written bid documents are final and supersede any verbal or written prior communications between the parties.

No bid will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No bid may be withdrawn within thirty (30) days after the BID opening and all bids shall remain firm during this period. Requests for withdrawals must be submitted in writing.

Award will be made to the most **responsive and responsible** lowest bidder. Awards will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with specification guidelines, show evidence of experience and qualifications, and prove that they are qualified to carry out the scope of work.

Bids will be accepted for individual locations, in aggregate, or in any combination offering the best cost proposal (i.e., A Contractor may be awarded all projects listed in this ITB, Contractor A may be awarded 2 projects and Contractor B awarded 3 projects, 5 Contractors each awarded a project, etc.).

Please indicate in your bid which project(s) you're bidding on, individual costs for each project and total costs.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder at its discretion.

1.3 REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross staff.

1.4 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially government).

- a. Name of Bidder [Blount Construction Company, Inc.](#)
- b. Permanent main office address, email address, pertinent contact numbers.
[1730 Sands Place, Marietta, Georgia 30067. Shawn England, Vice President](#)
Shawn.England@blountconstruction.com (770) 541-7333
- c. How long (years) has your firm been in this line of work under your present name; also, state names and dates of previous firm names, if any; where organized? [Blount Construction Company, Inc. was incorporated under its present name in 1956. 67 years. Operated as George C. Blount & Son Inc. for 1946-1956.](#)
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
[Please see attached.](#)
- e. How long do you warrant a project? [typically 1 year as required by written contract.](#)
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long? Please include proof of coverage. [Certificate of Insurance Attached](#)
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion). [See DOT484-A attached.](#)

- h. General character of work performed by your company. [Please see Certified Qualification Statement attached.](#)
- i. Have you ever failed to complete any work awarded to you, if so, where, and why? [No](#)
- j. Have you ever defaulted on a Contract, if so, where, and why? [No](#)
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why? [No](#)
- l. List three similar projects recently executed by your company, stating approximate cost for each, and the month and year completed. [References attached.](#)
- m. List your major equipment available for this contract. [See attached.](#)
- n. List any subcontractors whom you would expect to use for the contract. [Not applicable.](#)
- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City. [Truist Bank and United Community Bank, Yes.](#)

If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

1.5 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events.

1.6 COMMUNICATIONS WITH STAFF

All questions about this ITB should include the company name and the referenced ITB section in the following format:

Company Name
 1. Question
 Citation of relevant section of the ITB
 2. Question
 Citation of relevant section of the ITB

2.0 GENERAL CONDITIONS

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BIDS.

2.1 QUALIFICATIONS

- 2.1.1** Bids will only be considered from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and tools for this contract. Proof of samples and examples of current inventory will be provided to the City in the bid for the City staff to take into consideration.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the cost proposal is greater than \$30,000.00, then bids must be accompanied by a certified check or cashier's check or acceptable performance bond in an amount not less than five percent (5%) of the amount proposal per section, and failure to submit a performance bond will be cause for rejection.

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- 2.8.2** The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

2.9 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.9.1** The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

2.10 NON-COLLUSION

- 2.10.1** Vendor(s), by submitting a bid, certify that the accompanying bid is not the result of, or affected, by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.11 MATERIALS

- 2.11.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.8 LOCATION AND SITE(S)

- 2.8.1** The site(s) of the proposed work is as provided in Appendix B. All work is within City limits of the City of Norcross, Georgia.
- 2.8.2** The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

2.9 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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2.10 NON-COLLUSION

- 2.10.1** Vendor(s), by submitting a bid, certify that the accompanying bid is not the result of, or affected, by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.11 MATERIALS

- 2.11.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.12 CONTRACT REQUIREMENTS

2.12.1 The successful Vendor is required to do the following within ten (10) days of Notice:

2.12.1.1.1 Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.

2.12.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.12.1.1.3 Provide bonding as required by the ITB documents.

2.12.2 Failure to execute the Contract, Contract Performance Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the Bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate.

2.13 GENERAL CONSTRUCTION GUIDELINES

2.13.1 The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

2.13.2 The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.

2.13.3 Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works.

2.13.4 The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

2.14 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.14.1 Permits

No permits are anticipated for this project.

2.14.2 Construction Schedule

If applicable, the Contractor shall provide the Stormwater Superintendent with a schedule indicating the order in which the streets will be resurfaced and an approximate schedule of when the work will be completed on each street. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents. Contractors are required to notify Homeowners and business merchants via flyers.

2.14.3 Work Hours

The daily hours are 8:00 a.m. – 10:00 p.m. on weekdays and 8:00 a.m. – 10:00 p.m. on weekends

2.14.4 Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works.

2.14.5 Residential Refuse

The Contractor is required to contact Norcross Public Works, Utilities & Parks Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

2.14.6 Project Briefing

All bidders are required to schedule an appointment with the Stormwater Superintendent in order to inspect each work site. The Superintendent can be reached at donald.maxwell@norcrossga.net or 678-421-2069.

2.14.7 Disposal of Refuse

The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

APPENDIX A
ITB PWUP 23-17
SCHEDULE OF EVENTS

Event:**Date:**

Release of RFP

Sept. 20, 2023, at 9:00 a.m.

Deadline for Written Questions

October 13, 2023, at 5:00 p.m.

Proposals Due

October 27, 2023, at 11:00 a.m.

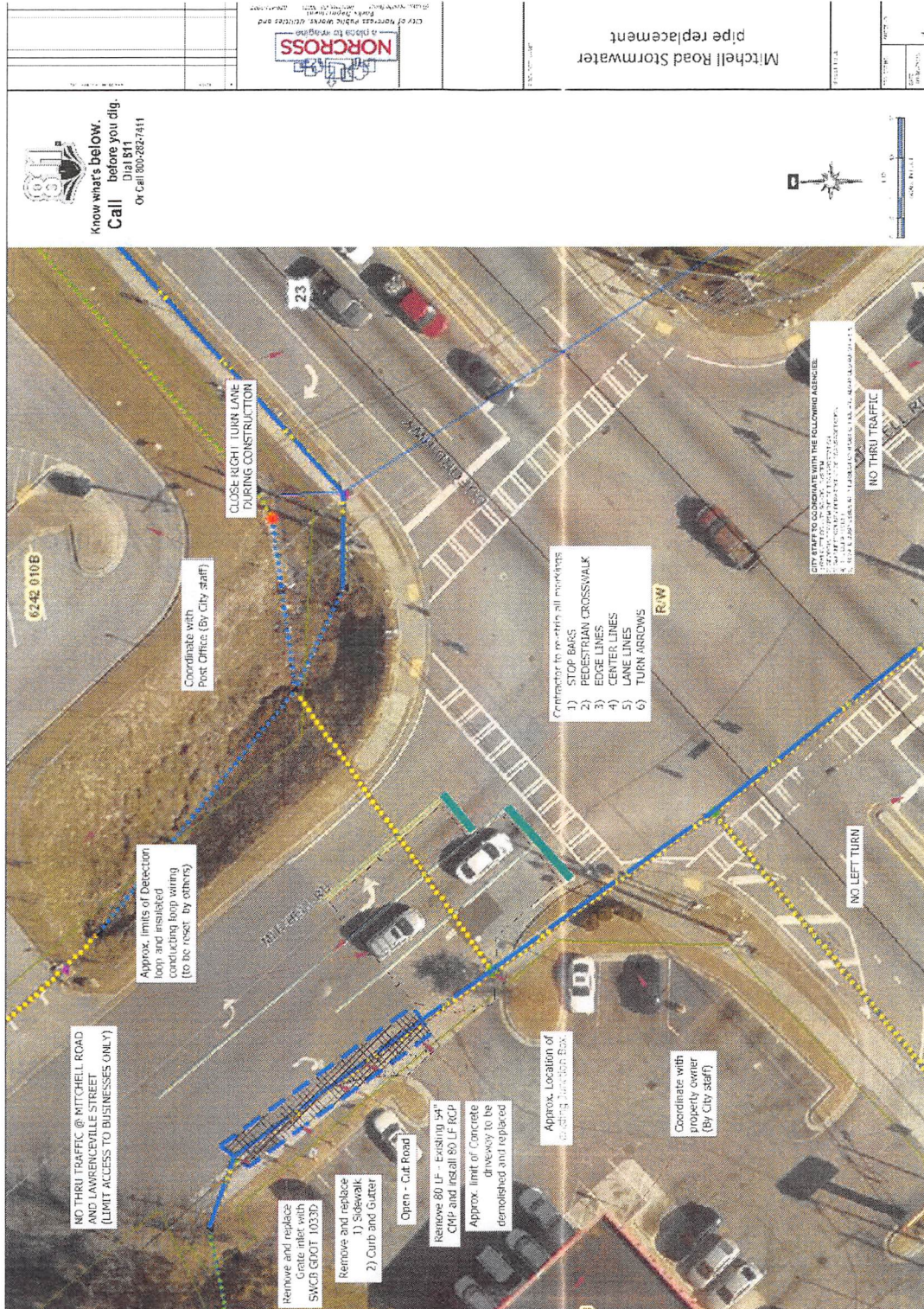
Proposal Evaluation

TBD

Contract Award (On/about)

TBD

APPENDIX B ITB PWUP 23-17 MAP



APPENDIX C
ITB PWUP 23-17
COST PROPOSAL

City of Norcross Storm Pipe Replacement project - Mitchell Road					
Bid posting date:	9/20/2023				
Bid opening date:	10/27/2023				
Company name	Blount Construction Company, Inc.				
Line item	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL PRICE
1	Traffic & Pedestrian Control	1	LS	\$31,952.79	\$31,952.79
2	Mobilization / Demobilization	1	LS	\$ 9,836.18	\$ 9,836.18
3	Grassing and Mulch	20	SF	\$ 43.26	\$ 865.20
4	Storm Drainpipe, 54" RCP, H 1-10 including bedding	80	LF	\$ 428.74	\$34,299.20
5	Tie to existing Structure	1	LS	\$ 3,880.49	\$ 3,880.49
6	Remove existing Pipes	80	LF	\$ 27.43	\$ 2,194.10
7	Spoil removal and replace with Stone Backfill	1	LS	\$27,183.10	\$27,183.10
8	Demo existing Sidewalk and replace	25	SY	\$ 195.39	\$ 4,884.75
9	Demo Driveway and replace (6" Per Gwinnett County Standards)	30	SY	\$ 206.28	\$ 6,188.40
10	Curb removal and replacement	50	LF	\$ 93.65	\$ 4,682.50
11	Road Cut repair base 19mm - 3" Thick -1.5" Overlay	70	SY	\$ 108.07	\$ 7,564.90
12	Re-stripping	1	LS	\$ 5,459.00	\$ 5,459.00
Total:					\$138,990.91

APPENDIX D
ITB PWUP 23-17
REFERENCES

References for Blount Construction Company, Inc.

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed (or in progress) having a similar specification and scope of work.

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 Public Works Department
 Description of Project: Emergency Storm Drainage Repair/Pipe Replacement, Grading, and Utilities
 Completion Date: June 2020
 Contact Person: Tim Allen
 Telephone: 770-888-8872 Fax: not applicable
 Email address: TAllen@forsythco.com

2. Company Name: City of Sandy Springs
 Description of Project: Stormwater Maintenance, Grading, Drainage, and Utilities
 Completion Date: June 2021
 Contact Person: Mikal Baker
 Telephone: 770-730-5600 Fax: not applicable
 Email address: MBaker@SandySpringsga.gov

3. Company Name: Gilbane Construction
 Description of Project: Grading, Storm System Installation, Site Utility Installation, Erosion Control
 Completion Date: Summer 2023
 Contact Person: Kevin Borst
 Telephone: 678-539-7267 Fax: not applicable
 Email address: KBorst@GilbaneCo.com

APPENDIX E
ITB PWUP 23-17
PACKET CHECKLIST

PROJECT: 23-17 Mitchell Road Pipe Replacement

DATE: 10/27/2023

Please use this checklist to ensure you have properly completed all forms and requirements.
You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

- X Packet Checklist (attached to bid package)
- X Two Hard Copies & One Electronic Copy of bid Package (*including completed appendices and all required forms*)
- X Bid Bond or Certified Check if cost proposal over \$30,000
- X Certificate of Liability Insurance
- X [E-Verify Contractor & SAVE Affidavits](#)
- X Mail or deliver to:
 PWUP Department
 Attn: Christabel Ghansah, Capital Projects Manager
 City of Norcross
 345 Lively Avenue
 Norcross, GA 30071



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **H.9.d**
5/17/2023

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 have **ADDITIONAL INSURED** provisions or be endorsed **IF SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement or this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	CONTACT NAME:	PHONE (A/C, No, Ext): 404-633-4321	FAX (A/C, No): 404-633-1312
	E-MAIL ADDRESS: certs@yatesins.com		
INSURED Blount Construction Co Inc 1730 Sands Place Marietta GA 30067	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BITCO National Insurance Company		20109
	INSURER B: Great American Insurance Company		16691
	INSURER C: BITCO General Insurance Corporation		20095
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 483736829

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CLP3723970	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CAP3723971	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		TUU033025214	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A	WC 3723969	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations and Automobile Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Workers' Compensation; Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits, forms, terms, conditions, and exclusions.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

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

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LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of

AGENCY Yates, LLC		NAMED INSURED Blount Construction Co Inc 1730 Sands Place Marietta GA 30067
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

FORMS:

GL3086 (10/19) - Transportation Contractors Extended Liability Coverage
 AP0401 (10/17) - Broadened Coverage - Automobiles
 WC000313 (4-84) - Waiver of Our Right to Recover From Others Endorsement
 GAI6003 (6/97) - Schedule of Underlying Insurance

Attachment: A3) Bid & Contract Agreement with Blount Construction Company, Inc (23-6874 : Mitchell Road Pipe Replacement Contract

BID BOND

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

CONTRACTOR:*(Name, legal status and address)*

Blount Construction Company, Inc.
 1730 Sands Place
 Marietta, GA 30067

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183

OWNER:*(Name, legal status and address)*

City of Norcross - Dept. of Public Works, Utilities, & Parks
 345 Lively Ave.
 Norcross, GA 30071

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

ITB PWUP 23-17 - Mitchell Road Pipe Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



Signed and sealed this 27th day of October, 2023

Kelley Payne
(Witness) Kelley Payne

Lisa Lee
(Witness) Lisa Lee

Blount Construction Company, Inc.

(Principal)

(Seal)

By: Shawn England

(Title) Shawn England

V.P.
Vice President

Travelers Casualty and Surety Company of America

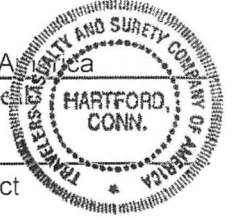
(Surety)

(Seal)

By: Daniel Yates

(Title) Daniel Yates

Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Daniel Yates of Atlanta, GA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

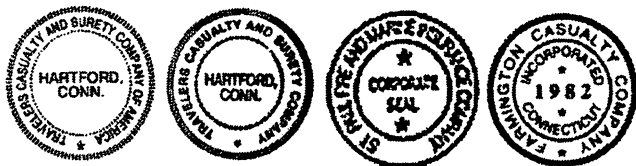
Principal: Blount Construction Company, Inc.

OR

Obligee: City of Norcross - Dept. of Public Works, Utilities, & Parks

Project Description: ITB PWUP 23-17 - Mitchell Road Pipe Replacement

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **October**, **2023**.



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Cover Letter with Brief Business Profile

Blount Construction Co., Inc. is a civil construction company founded in 1946 by George C. Blount. Blount Construction became 100% employee owned in 1997 when George C. Blount J. passed away. Blount Construction's mission statement describes them best:

"Blount Construction Co., Inc. is a dynamic employee-owned civil construction company with integrity whose people are committed to deliver safe, cost-effective and quality turnkey solutions to our customers while utilizing and creating innovative rehabilitation techniques to improve sustainability in our environment."

Blount Construction Co., Inc. has tripled in size over the past ten years and currently employs an average of 160 owners. Blount Construction operates two asphalt plants, Forsyth County and Floyd County; an equipment shop in Gwinnett County and the main office is located in Cobb County.

Blount Construction Co., Inc. is an active member of the Georgia Utility Contractors Association, the Georgia Highway Contractors Association, U.S. Green Build Council, National Association of Women in Construction, Forsyth County Chamber of Commerce, Metro Atlanta Chamber of Commerce, National ESOP Association, Georgia Asphalt Association, and the National Asphalt Recycling & Reclaiming Association.

Notable contracts over the past 70 plus years include: the 1-85 Viaduct joint venture project with Bellamy Brothers in 1975, one of the largest GADOT projects ever awarded at that time; Construction of the New Georgia Railroad to Stone Mountain Park in 1988 for the Democratic National Convention; Siework for the CDC Central Utility Plant and Lab 110 building including a 1500-foot utility tunnel in 1998; 30 miles of Full Depth Reclamation on the National Park Service and Mississippi DOT Natchez Trace Parkway in 2003; Sitework for the complete three city block re-development of The Streets of Buckhead including Brownfield remediation in 2008, Stabilizing 300,000 sq. yds. of the Memphis Intermodal Rail Yard, 2012. Annually, Blount completes 1 Million sq. yds. of FDR and Soil Stabilization.

Blount continues to expand its operation to the Public Works Sector by providing road maintenance crews for the City of Sandy Springs for 12 years, previously with City of Johns Creek for 5 years. Currently we perform approximately 50% of our workload for Government Agencies.

Business Information

Blount Construction Company, Inc.
Office Address: 1730 Sands Place, Marietta, Georgia 30067
Shop Address: 5200 Webb Parkway, Lilburn, Georgia 30047
Plant Addresses: 911 Canton Highway, Cumming, Georgia 30040
3990 Martha Berry Highway, Rome, Georgia 30165

Contact Person

Mr. Shawn England
1730 Sands Place, Marietta, Georgia 30067
O: 770-541-7333 / F: 770-541-7340 / C: 404-735-1442
Email: Shawn.England@blountconstruction.com

Resumes or Statements of Qualifications

Bob Cathcart
Bob.Cathcart@blountconstruction.com
2016- President/ Director
2016-2019 Vice President of Private Services/ Director
2004-2016 Estimator/ Sales/ Manager of Reclamation, Asphalt and Concrete
1999-2004 Estimator of Reclamation, Asphalt and Concrete Divisions

David Faust
David.Faust@blountconstruction.com
2016- Vice President of Asphalt and Base / Director
2003-2016 Project Manager / Sales/ Estimating of Reclamation and Soil Stabilization
2001-2003 Reclamation and Base Stabilization Marketing and Outside Sales

Resumes or Statements of Qualifications**Greg Schultz**

Greg.Schultz@blountconstruction.com

2023- Vice President/Secretary
2018-2023 Vice President of Fleet Operation
2011-2016 Superintendent

Shawn England

Shawn.England@blountconstruction.com

2023- Vice President of Estimating & Contract Administration
2018-2022 Office Manager Estimators/PMs/Chief Estimator Grading Division
2014-2017 Project Manager / Sales/Estimating of Reclamation and Soil Stabilization
2006-2013 Land Surveyor /Estimator / Project Manager of Grading and Utility Division

References

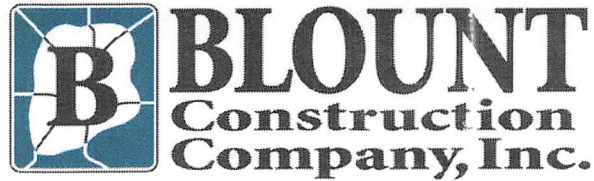
Forsyth County - 110 East Main Street, Cumming, GA
Tim Allen: 770-781-2101 / tallen@forsythco.gov

City of Dunwoody - 4800 Ashford Dunwoody Road, Dunwoody, GA
David Ayers: 678-382-6854 / David.Ayers@dunwoodyga.gov

City of Stockbridge - 4640 North Henry Blvd., Stockbridge, GA
Decius Aaron: 770-474-1232 / daaron@cityofstockbridge.com

Available Resources**Self-Perform Work Offered:**

- Storm Drainage & Sanitary Sewer
- Site Work Contract Management and Supervision
- Clearing, Grubbing, Grading & Erosion Control
- Concrete Curb & Paving / Stone Base & Asphalt Paving
- Soil Cement Base
- Stabilization of Unsuitable Subgrade for Grading or Paving



CONTRACTOR'S CERTIFIED QUALIFICATION STATEMENT

Submitted on behalf of

Blount Construction Company, Inc.
1730 Sands Place, Marietta, GA 30067
Phone: 770-541-7333 / Fax: 770-541-7340

The Company is a Georgia corporation. It was incorporated under its present name in 1956, after operating as George C. Blount & Son Inc. for approximately 10 years.

Organization/Management Structure:

<u>Name</u>	<u>Experience</u>	<u>Title</u>
Bob Cathcart	32 years	Director & President
David Faust	29 years	Director & Exec VP
Greg Schultz	32 years	Director & Sr Vice President Fleet & Equipment
Shawn England	29 years	VP Estimating & Contract Administration
Mitch Matthews	16 years	Controller
Jason Walker	25 years	Sr Estimator /Project Manager
Erik van der Heijden	18 years	Estimator /Project Manager
Antwane Calloway	26 years	Estimator /Project Manager
Peter Psychogios	5 years	Estimator /Project Manager
Blake Merritt	5 years	Estimator /Project Manager
Doug Myers	32 years	Superintendent
Raul Chavarria	36 years	Superintendent
Jason Johnston	28 years	Superintendent
Michael Ozburn	14 years	Asst Superintendent
Brad Ketner	33 years	Safety Manager

Blount Construction currently has 170 full time employees, the employees assigned to this project will have extensive experience in all types of work. Blount has been providing service for 70 years. Employees are certified in Traffic control, First Aid, CPR and numerous certifications as required in the industry.

The Company is capable of performing the following work with its own forces:

- Public Works Road Maintenance Crews
- Site Work Contract Management and Supervision
- Clearing, Grubbing, Grading, and Erosion Control
- Storm Drainage and Sanitary Sewer
- Concrete Curb and Paving
- Stone Base and Asphalt Paving
- Soil Cement Base
- Stabilization of Unsuitable Subgrade for Grading or Paving
- In-Place reclaiming of Asphalt Paving

The Company is an Prequalified Contractor by the Georgia Department of Transportation, with a current capacity rating of \$394.0 million.

Other Facilities: Cumming Asphalt Plant (770-887-0579)
911 Canton Hwy, Cumming, GA 30040

Rome Asphalt Plant (706-234-4051)
3990 Martha Berry Hwy, Rome, GA 30165

Shop & Equipment Yard (770-564-0431)
5200 Webb Pkwy, Lilburn, GA 30130

Legal Actions: Blount Construction Company, Inc. has not had any legal actions on any past or current projects.

Equipment: All equipment is owned. Equipment list is attached

Insurance Agent: Yates Insurance Agency David Rawson
2800 Century Pkwy NE, Suite 300 404-633-4321
Atlanta, GA 30345

CPA: Smith, Adcock & Company Jeff Woolums
6120 Powers Ferry Rd., Suite 250 404-252-2208
Atlanta, Georgia 30339

Project References: City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
David Ayers: 678-382-6854
Milling, Reclamation, Asphalt Paving

City of Milton
2006 Heritage Walk
Milton, GA 30004
Matthew Fallstrom: 678-242-2558
Reclamation, Milling Resurfacing

Coweta County
22 East Broad Street
Newnan, GA 30263
Bob Palmer: 770-683-7623
Milling, Asphalt Paving, Full Depth Reclamation

American DBL Drum Sheep Foot Roller 1978
Arrow Boards
Athey Windrow Loader 712D 1995
Bomag BW 172 D-2 Vibratory Roller 1998
CAT 140G Motor Grader 1991
CAT 140H Motor Grader 2001
CAT 150B Rubber Tire Rollers
CAT 308DCR Excavator 2012
CAT 330D Excavator 2007
CAT 420E 4X4ES Back Hoe Loader 2007
CAT 420F Rubber Tire Backhoe Loaders
CAT 725 Articulating Dump 2006
CAT 950 G
CAT 950 H
CAT 953 Track Loader 1992
CAT 953 Track Loader 2000
CAT 953 Track Loader 2002
CAT Challenger MT465B-4P Farm Tractor 2008
CAT CW 16 Rubber Tire Rollers
CAT D5KLGP Dozer
CAT PS-150C Rubber Tire Rollers
CAT Rubber Tire Roller 150B 2000
CAT Rubber Tire Roller PS150C 2007
Cedar Rapids Spreader CR362 2005
Chevrolet 1500 Pickup 2005
CMI Reclaimer/Stabilizer RS 650 2000
CMI Reclaimer/Stabilizer RS 800 2002
CMI Reclaimer/Stabilizer RS 800 2005
Crafco SS125DC Melter Crack Sealer
Curb and Gutter Forms
Dorsey Trailer DF-53 BTR 2014
Dynapac CA 151 Roller 1993
Dynapac CA251PD Compactor 1994
Dynapac CP 271 Rubber Tire Roller 2000
Etnyre E Mold Curb Mach 1980
Etnyre Lowboy Rtn 55ETD Trailers
Ford F 80 Med. Hvy.Convnt TK 1998
Etnyre S-200 Distributor
Ford F-150 Pickup 2005 (Tim Womack)
Ford F-150 Pickup 2006 (Dagoberto Guerrero)
Ford F-150 Pickup 2006 (Matt Chatham)
Ford F-150 Pickup 2007 (Glenn Goldman)
Ford F-150 Pickup 2007 (Kenneth Mchan)
Ford F-150 Pickup 2009
Ford F-150 Pickup 2010

J Deere 250D Articulating Dump 2006
J Deere 310 Back Hoe 2001
J Deere 310 Back Hoe/Loader 2000
J Deere 310 SG Back Hoe 2002
J Deere 310SJ Backhoe Loader 2008
J Deere 310SK Backhoe Loader 2013 (SS)
J Deere 310SL Rubber Tire Backhoe Loader
J Deere 35D Mini Ex 2013
J Deere 444K Rubber Tire Loader 2013
J Deere 544 E Rubber Tire Loader 1992
J Deere 544H Wheel Loader 1998
J Deere 650H Dozer 2003
J Deere 650H Dozier 2000
J Deere 650J Dozier 2006
J Deere 672G Motor Grader 2012
J Deere 750J Dozier 2007
J Deere 772D Motor Grader 2005
JB 6000 Steam Cleaner 1990
Jersey 103 Stone Spreader 1979
Kawasaki 65ZV RT Loader 2008
Kenworth T300 Service Truck 2007
Kenworth T370 - Entyrne Asphalt Distributors
Kenworth T880 Tractor
Kenworth W900B 2001 (3000 Gallon Tank)
Kobelco SK210 LC Excavator
Komatsu GD650A Motor Grader 1999
Komatsu PC138 Excavator 2015
Komatsu PC270 LC Excavator 2002
Komatsu PC290 LC Excavator
Komatsu PC300 Excavator Dozer 2006
Komatsu PC35 MR-3 Excavator 2015
Komatsu PC35 MrR Excavator
Leica GB 5714 Ground Penetrating Radar
Leica GB 5722 Ground Penetrating Radar
Leica H2A132 Ground Penetrating Radar
Lincoln Welder Ranger 8 (Shop)
M90 C15 Lite Arrow Board
M90 E15 Lite Arrow Board
Mack 600 Water Truck 2000 (4,000 Gal)
Mack CHN600 HA-5 2007
Mack CHN613 Lowboy 2007
Mack CHU613 Lowboy 2012
Mack CS300 Flat Dump 1996
Mack DM600 Water Truck 1989

Ford F-150 Pickup 2012
Ford F-150 Pickup 2013
Ford F-150 Pickup 2014
Ford F-150 Pickup 2015
Ford F-250 2006 (Chris Mulvihill)
Ford F-250 Pickup 2008
Ford F-350 2000 (Christian Camacho)
Ford F-350 2007 (John Bell)
Ford F-350 Pickup 2008
Ford F-350 Pickup 2013
Ford F-350 Service Body 2011
Ford F-450 Asphalt Crew Truck 2015
Ford F-450 Concrete Crew Truck 2016
Ford F-450 HA-5 Crew 2014
Ford F-550 Mechanic 2012
Ford F-550 Mechanic 2013
Ford F-550 Mechanic 2014
Ford F-750 Asphalt Distributor 2015
Etnyre Distributor 2014
Ford F-750 Service Truck 2000
Ford F-800 Water Truck 1980
Ford Fusion 2014
Fruehauf Tank Trailer 1977
Hamm 3412P Pad Foot Roller 2005
Hamm 3412P Pad Foot Roller 2007
Hamm GRW18 Rubber Tire Roller 2004
Hamm H10IP Padfoot Roller
Hamm HD14VV Dd Vibratory
Hamm HD70 Asphalt Roller
Hi-Way Sand Spreader E2020XT 2005
Ing Rand DD28HF Asphalt Roller 2004
Ing Rand DD31HF Asphalt Roller 2007
Ing Rand PT125R Rubber Tire Roller 2006
Ing Rand SD100 Vibratory Roller 2000
Ing Rand SD110F Pad Foot Roller 2001
Ing Rand SD45F Pad Foot Roller 2005
Ing Rand SD70 Vibratory Roller 1999
Ing Rand SD70 Vibratory Roller 2002
Ing Rand SD70F Pad Foot Roller 2002
International 4000 470 Series 1995
International 5000 Paystar Spreader 1999
International 5600 Material Spreader/Rolloff
International Paystar Truck 1988 w/ Spreader

Mack DM685S Water Truck 1981
Mack DM685S Water Truck 1984
Mack GU813 Sand Spreader
Mack RD688S Rolloff 2000
Midland SA Road Widener 2003
Mcrooka MST2000 Track Truck 1995
New Holland Skid Steer
New Holland Skid Steer L185 2008
New Holland Skid Steer LS185 2007
Peterbilt 320 Cement Truck 1995
Peterbilt COE320 Cement Spreader 1995
Power Curber Mach 5700B 1997
Powerscreen Warrior 800 Screener
Roadtec FB100E Power Broom
Roadtec FB85-155 Broom
Roadtec RP170 Spreader 2009
Roadtec RP175 Asphalt Spreader
Roadtec RP190 Spreader 2006
Roadtec RP190E Asphalt Spreader
Roadtec RX3004E Mill 2015
Roadtec RX5004 Milling Machine w Cutter Drum
Roadtec RX600E Milling Machine
Roadtec SB2500 Shuttle Buggy 1998
Roadtec SX-8E Stabilizer 2013
Rosco Challenger Sweeper 2005
Rosco Sweep Pro 2007
Sakai SW-8002 Smooth Drum Roller 2004
Steam Cleaner
Sterling Acterra SC800 2004
Elgin Eagle Sweeper 2000
Sterling Acterra 16' 2008
Sterling Acterra 18' Dump 2006 (SS)
Sterling Acterra 2006
Sterling Acterra SC800 2004
Elgin Eagle Sweeper 2000
Sterling L7500 Acterra 2005
Etnyre Distributor 2006
Sterling LT-750 Sand Spreader 2003
Takeuchi TI250H Skid Steer 2009
Trail King Lowboy Trailer 2001
Trail King Lowboy Trailer 2006
Trail King Trailer
Variable Message Board
Volvo Water Truck 1997 (4,000 Gal)
Wirtgen 4' Milling Machine

STATUS OF CONTRACTS ON HAND

Contractor: Blount Construction Company, Inc (2BL590)

Give full information about all of your contracts, with all agencies, public and private; whether in progress or awarded but not yet begun. Attach additional sheets if required.

1 PROJECTS LOCATION AND DESCRIPTION	CONTRACT AMOUNT				
	2 TOTAL	3 SUBCONTRACTED	4 NET	5 PORTION OF NET	6 NET UNCOMPLETED
	OBLIGATIONS	TO OTHERS (-)	OBLIGATIONS	COMPLETED (-)	WORK UNDER CONTRACT
628 Edgewood Site Work Revision	\$750,270.00	\$129,699.00	\$620,571.00	\$595,158.63	\$25,412.37
Drewry Street Condos	\$492,937.49	\$169,265.50	\$323,671.99	\$314,833.27	\$8,838.72
Alexan 4th Ward	\$1,657,115.00	\$315,541.74	\$1,341,573.26	\$1,325,177.34	\$16,395.92
R-1 Riverside D Row Project	\$437,151.45	\$119,629.98	\$317,521.47	\$301,339.55	\$16,181.92
Braselton MOB	\$3,351,180.00	\$409,782.75	\$2,941,397.25	\$2,914,496.73	\$26,900.52
Allatoona Business Center - 40# @ 12"	\$1,707,486.30	\$0.00	\$1,707,486.30	\$128,727.48	\$1,578,758.82
Allora Gainesville	\$3,456,627.00	\$1,231,958.35	\$2,224,668.65	\$1,635,918.11	\$588,750.54
560 Edgewood	\$1,157,376.00	\$312,387.99	\$844,988.01	\$0.00	\$844,988.01
County Resurfacing of Various Roads	\$25,085,632.74	\$886,672.02	\$24,198,960.72	\$9,128,561.68	\$15,070,399.04
Forsyth County 2022 Resurfacing	\$8,379,749.00	\$190,214.00	\$8,189,535.00	\$5,858,285.56	\$2,331,249.44
Sandy Springs Storm Maintenance	\$699,151.44	\$0.00	\$699,151.44	\$390,338.34	\$308,813.10
Sandy Springs Maintenance	\$1,378,964.88	\$0.00	\$1,378,964.88	\$853,169.27	\$525,795.61
City of Milton- FY22 Asphalt Reconstruction & Resu	\$3,437,075.46	\$176,470.30	\$3,260,605.16	\$1,980,220.48	\$1,280,384.68
Dawson County - Shoulder Widening - GDOT	\$1,111,036.33	\$121,187.36	\$989,848.97	\$0.00	\$989,848.97
Cartersville Resurfacing Various City Streets	\$596,868.82	\$58,233.50	\$538,635.32	\$0.00	\$538,635.32
Fayette HAS	\$225,423.66	\$14,250.00	\$211,173.66	\$0.00	\$211,173.66
CIP LMIG Resurfacing	\$6,135,303.70	\$709,786.93	\$5,425,516.77	\$0.00	\$5,425,516.77
Lynch Rd Project	\$245,120.00	\$0.00	\$245,120.00	\$224,799.80	\$20,320.20
FedEx Ground	\$121,640.50	\$0.00	\$121,640.50	\$0.00	\$121,640.50
Recycle Center Renovations	\$737,053.90	\$106,469.11	\$630,584.79	\$0.00	\$630,584.79
Everton Estates Phase III	\$72,306.68	\$0.00	\$72,306.68	\$67,391.68	\$4,915.00
Fun Spot America	\$134,531.75	\$0.00	\$134,531.75	\$133,553.90	\$977.85
IDI Logistics	\$1,425,633.60	\$0.00	\$1,425,633.60	\$371,013.75	\$1,054,619.85
Saxum Oil	\$375,000.00	\$0.00	\$375,000.00	\$357,049.54	\$17,950.46
Johns Creek Concrete Repairs	\$91,634.09	\$320.75	\$91,313.34	\$0.00	\$91,313.34
Dunwoody Street Resurfacing 2023	\$2,746,210.25	\$132,196.88	\$2,614,013.37	\$0.00	\$2,614,013.37
Cobb County Resurfacing (South)	\$11,285,635.58	\$173,212.00	\$11,112,423.58	\$0.00	\$11,112,423.58
CSX Fairburn	\$1,879,881.22	\$69,590.42	\$1,810,290.80	\$0.00	\$1,810,290.80
Troup Logistics Soil Cement	\$258,778.91	\$0.00	\$258,778.91	\$207,490.16	\$51,288.75
Forsyth Commerce Center	\$111,213.20	\$0.00	\$111,213.20	\$0.00	\$111,213.20
Dunwoody Club Drive	\$42,000.00	\$5,500.04	\$36,499.96	\$36,437.63	\$62.33
2000 Buford Mill Road Bldg 200	\$9,100.00	\$0.00	\$9,100.00	\$0.00	\$9,100.00
Jasper County Crackseal	\$46,708.57	\$11,200.00	\$35,508.57	\$0.00	\$35,508.57
2835 Shawnee Industrial - Pavement Repair	\$16,656.35	\$0.00	\$16,656.35	\$0.00	\$16,656.35
Serenbe Additional Grading	\$14,000.00	\$0.00	\$14,000.00	\$0.00	\$14,000.00
					\$47,504,922.35

Attachment: A3) Bid & Contract Agreement with Blount Construction Company, Inc (23-6874 : Mitchell

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Blount Construction Company, Inc.	
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) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check 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) ► _____	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. 1730 SANDS PLACE	Requester's name and address (optional)
6 City, state, and ZIP code MARIETTA, GEORGIA 30067	
7 List account number(s) here (optional)	

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									
5	8		-	0	6	7	0	9	9

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 ►

Kelley Payne

Date ► **10/19/2023**

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.



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: Mitchell Road Pipe Replacement Date of Project: TBD

Legal Name of Contractor: Blount Construction Company, Inc.

Address: 1730 Sands Place City: Marietta State: GA Zip Code: 30067

Federal Work Authorization User Identification Number (E-Verify Number): 129210 [4-6 digit numeric #]

Date of Authorization: 1-4-2008

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: _____**

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

Shawn England
Signature of Authorized Officer/Agent

10/27/2023
Date

Shawn England, Vice President
Printed Name and Title of Authorized Officer/Agent

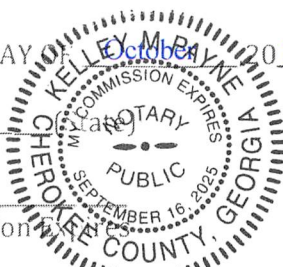
MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF October 2023

Executed in Marietta (City), Georgia

Kelley M. Payne
NOTARY PUBLIC Signature

9/16/2025
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 stormwater pipe replacement (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) X 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: _____.

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? 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, Shawn England (representative for) Blount Construction Company, Inc.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Shawn England 10/27/2023
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF October, 2023

Executed in Marietta (City), Georgia

9/16/2025
My Commission Expires



Kelley M. Payne
NOTARY PUBLIC Signature



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6875	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	2023 SPLOST Road Resurfacing		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - 2023 SPLOST Road Resurfacing](#)
2. [List of Roads to be Resurfaced](#)
3. [Pavement Condition Analysis Prioritized List](#)

Title
2023 SPLOST Road Resurfacing

Drafter
Eric Johnson



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23- 6875

Title: SPLOST Road Resurfacing Invitation to Bid

CC:

Recommendation:

Approve issuing an Invitation to Bid (ITB) for ten 2023 SPLOST-funded resurfacing projects at an estimated cost of \$1,378,341.

Background:

The Streets resurfacing program provides pavement milling and resurfacing services, which includes repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves and manholes, and the re-installation of pavement markings.

The City Council approved allocating 55% of the City's share of revenue from the 2023 Special Purpose Local Option Sales Tax (SPLOST) to transportation projects. That amounts to about \$2.2 million per year. The 2023 SPLOST took effect on April 1, 2023, and revenue has been received by the City since June. The adopted FY 24 budget includes \$2.2 million for SPLOST transportation but individual projects were not identified.

In 2020, the City contracted for a pavement condition analysis that identified the condition of every City-owned road and provided a prioritization of projects. Other funding sources are also being used for road resurfacing: State Local Maintenance Improvement Grants (LMIG) are awarded annually, and an allocation by Gwinnett County of Community Development Block Grant (CDBG) dollars is being used for two projects. The projects included in this ITB follow the prioritization in the attached list after removing projects already completed, and projects being funded with other sources with one exception: Atlantic Boulevard has been identified as *potentially* eligible for grant funding through GDOT. Updated information is being collected to provide to GDOT. If it does not qualify for grant funding, it will be on the next City list for resurfacing.

Financial Impact

These projects will be funded by 2023 SPLOST transportation funds at an estimated cost of \$1,378,341.

Consistent with Comprehensive Plan?

Yes. There is no policy specific to maintenance of existing assets.

Next Steps:**Attachments:**

List of Roads to be Resurfaced

Pavement Condition Analysis Prioritized List

Project #	Street Name	Rating (yr2020)	Length (LF)	Width (LF)	%age Satisfactory Base Course %	Patching (SF)	Crack Sealing (CL mile)	Edge Milling (LF)	Overlay (SF)	Patching Tonnage (ton)	Overlay Tonnage (9.5mm) (ton)	Overlay Tonnage (12.5 mm) (ton)	Edge Milling (SY)
1	Stanstead Circle	3.34	2762	22	50	30,400	0.52	5,524	60,800	730	550		3680
2	Chastain Manor Drive	3.34	1586	22	60	14,000	0.30	3,172	34,900	340	320		2110
3	Baldwin Court	3.33	312	22	60	2,700	0.06	623	6,900	70	60		420
4	Oak Terrace	3.27	1051	22	60	9,300	0.20	2,103	23,100	220	210		1400
5	Pacific Drive	3.25	3396	28	60	38,000	0.64	6,793	95,100	920		860	4530
6	Northbelt Parkway Northwest	3.71	2344	28	40	39,400	0.44	4,689	65,600	950		590	3130
7	Beaver Ridge Circle	3.44	2621	28	50	36,700	0.50	5,243	73,400	890		670	3500
8	Woodland Road Northwest	3.43	692	20	40	8,300	0.13	1,384	13,800	200		130	920
9	Peterson Place Northwest	3.43	1307	28	60	14,600	0.25	2,614	36,600	350		330	1740
10	Lanier Terrace Northwest	3.38	234	22	40	3,100	0.04	467	5,100	70	50		310
			3.09 miles			196,500	3.09	32,611	415,300	4,740	1,190	2,580	21,740
Item				Units	Quantity	Unit Cost	Product						
	Patching (19mm SuperPave, 4" depth)			TON	4740	\$ 137.81	\$653,219						
	Crack Sealing			CLMILE	3.1	\$ 9,975.00	\$30,923						
	Edge Milling			SY	21,740	\$ 7.50	\$163,050						
	Overlay (9.5 mm SuperPave for local streets, 1-1/2" depth)			TON	1,190	\$ 125.69	\$149,571						
	Overlay (12.5mm SuperPave for collector roads, 1-1/2" depth)			TON	2,580	\$ 123.48	\$318,578						
	Other costs (mobilization, traffic control, striping, utility adjustment, etc.)			LUMP	1	\$ 63,000.00	\$63,000						
			4.58 miles				\$1,378,341						

Project #	Street Name	Rating	Status
		(yr2020)	
1	Business Park Drive	3.85	Complete
2	Garner Street Northwest	3.72	No longer City Road
3	Northbelt Parkway Northwest	3.71	Proposed for 2023 SPLOST/ PH I
4	Pinnacle Court	3.64	Complete
5	Academy Street Northwest	3.52	Complete
6	Northbelt Drive	3.49	Complete
7	Norcross Industrial Court	3.45	Complete
8	Marshes Glenn Drive	3.44	Approved & Funded by CDBG / 2024
9	Beaver Ridge Circle	3.44	Proposed for 2023 SPLOST/ PH I
10	Woodland Road Northwest	3.43	Proposed for 2023 SPLOST/ PH I
11	Peterson Place Northwest	3.43	Proposed for 2023 SPLOST/ PH I
12	Atlantic Boulevard	3.42	Pending other funding source
13	Lanier Terrace Northwest	3.38	Proposed for 2023 SPLOST/ PH I
14	Stanstead Circle	3.34	Proposed for 2023 SPLOST/ PH I
15	Chastain Manor Drive	3.34	Proposed for 2023 SPLOST/ PH I
16	Baldwin Court	3.33	Proposed for 2023 SPLOST/ PH I
17	Oak Terrace	3.27	Proposed for 2023 SPLOST/ PH I
18	Pacific Drive	3.25	Proposed for 2023 SPLOST/ PH I
19	Georgetown Park Drive	3.19	
20	North Barton Street	3.18	
21	Best Friend Road	3.16	
22	Price Place Northwest	3.14	
23	Station Circle	3.11	Approved & Funded by CDBG / 2024
24	Oak Cove	3.11	
25	Leeds Drive	3.10	
26	Williams Place Northwest	3.09	
27	Pinnacle Way	3.09	
28	Weyden Court	3.07	
29	Executive Way	3.06	
30	Born Street Northwest	3.05	
31	Camelot Way Northwest	3.03	
32	Mauldin Court	3.03	
33	Queens Court Northwest	3.01	
34	Stanstead Court	3.00	
35	Carlyle Street Northwest	3.00	
36	Moore Lane	3.00	
37	Cole Court	2.99	
38	Glochester Place Northwest	2.99	
39	College Street Northwest	2.99	
40	Landings Court	2.97	
41	Goshen Springs Road	2.96	
42	Ballard Way	2.95	
43	Dogwood Circle	2.95	
44	Sunset Hills Drive	2.95	
45	Wexford Lane	2.94	
46	Western Hills Drive	2.93	
47	Terrace Garden Way	2.91	

Project #	Street Name	Rating	Status
		(yr2020)	
48	Fairmount Drive Northwest	2.91	
49	East Glochester Place Northwest	2.89	
50	Carlyle Street Northwest	2.87	
51	Williams Street	2.87	
52	New Castle Circle Northwest	2.87	
53	Kimberly Lane Northwest	2.87	
54	Sierra Drive Northwest	2.85	
55	Sunset Drive	2.85	
56	Charmaine Bend	2.85	
57	Goodwick Way N West	2.84	
58	Lanier Boulevard Northwest	2.82	
59	Creek Branch Court	2.80	
60	Huddersfield Way	2.80	
61	Lively Avenue	2.80	
62	Financial Drive Northwest	2.79	
63	Unity Drive	2.78	
64	Coventry Circle	2.77	
65	Summertown Drive	2.75	
66	Freeman Circle	2.74	
67	Everglades Trail	2.71	
68	Dogwood Walk Lane	2.67	
69	Sharon Drive Northwest	2.66	
70	Lawrenceville Street Northwest	2.66	
71	North Peachtree Street	2.66	
72	Thrasher Street Northwest	2.65	
73	Bolton Circle	2.64	
74	Valley Road Northwest	2.63	
75	Rockies Court Northwest	2.63	
76	Hickory Springs Dr NW	2.61	
77	Light Circle Northwest	2.60	
78	Park Drive Northwest	2.60	
79	Anamanda Close	2.60	
80	Reseda Court	2.56	
81	Norcross Glen Trace	2.54	
82	Everglades Lane	2.53	
83	Hammond Drive Northwest	2.53	
84	Twin Creeks Drive	2.51	
85	Buchanan Street Northwest	2.48	
86	Summerour Street	2.48	
87	Doncaster Court	2.46	
88	Magnolia Street Northwest	2.46	
89	South Cemetery Street	2.46	
90	Bishops Crossing Northwest	2.44	
91	Cochran Drive	2.43	
92	Ivy Cove	2.40	
93	Weyden Trail	2.40	
94	Thames Court Northwest	2.39	

Project #	Street Name	Rating	Status
		(yr2020)	
95	West Peachtree Street	2.37	
96	Davidson Drive Northwest	2.37	
97	Kelly Street Northwest	2.36	
98	Spike Street	2.35	
99	Westberry Lane	2.34	
100	Ashington Court	2.32	
101	Jones Street Northwest	2.30	
102	Winchester Lane Northwest	2.29	
103	Shawnee Trail	2.29	
104	Avon Court Northwest	2.28	
105	Ruth Street Northwest	2.28	
106	Stevens Road	2.27	
107	Glenn Hollow Lane	2.27	
108	Langford Lane Northwest	2.23	
109	Wingo Street Northwest	2.21	
110	Carroll Court	2.21	
111	Meadow Run	2.20	
112	Britt Avenue Northwest	2.20	
113	Old Norcross Road	2.18	
114	Sheffield Road Northwest	2.17	
115	Doc's Creek Court	2.16	
116	Reps Miller Road Northwest	2.15	
117	Kenn Manor Way	2.14	
118	South Barton Street	2.14	
119	Gaines Street	2.14	
120	Woodvalley Trace	2.14	
121	Hoot Owl Cove	2.14	
122	Ewing Street	2.13	
123	South Peachtree Street	2.13	
124	Autry Street Northwest	2.12	
125	Lake Drive Northwest	2.12	
126	Rowan Street	2.11	
127	Reeves Street Northwest	2.10	
128	Wexford Court	2.10	
129	Newbury Road Northwest	2.10	
130	Terrace Club Court	2.09	
131	Nesbit Street Northwest	2.09	
132	Jones Street Northwest	2.07	
133	Longview Drive Northwest	2.07	
134	North Norcross Tucker Road	2.07	
135	Rakestraw Street Northwest	2.06	
136	Huron Way	2.06	
137	Exeter Circle	2.06	
138	Hunter Street Northwest	2.05	
139	Chatham Circle	2.07	
140	Horace Place	2.06	
141	North Hampton Road Northwest	2.04	

Project #	Street Name	Rating	Status
		(yr2020)	
142	Skin Alley Street	2.03	
143	Eton Court Northwest	2.02	
144	Rails Way	2.02	
145	Lancelot Drive	2.02	
146	Mitchell Road Northwest	2.01	
147	Ridgecrest Drive Northwest	2.01	
148	Marshes Court	2.00	
149	Marshes Glenn Court	2.00	
150	Glenn Hollow Court	2.00	
151	Woodvalley Close	2.00	
152	Hoot Owl Trail	2.00	
153	Derbyshire Court Northwest	2.00	
154	Lyme Bay Circle	2.00	
155	Wexford Drive	2.00	
156	Hunt Street Northwest	2.00	
157	Hill Street Northwest	2.00	
158	Heron Court	2.00	
159	Beutell Street Northwest	2.00	
160	Alston Trace	2.00	
161	Boyer Trail	2.00	
162	Garmon Lane	2.00	
163	Hughes Drive	2.00	
164	Langford Drive Northwest	1.96	
165	Pinnacle Point Court	1.84	
166	Norcross Parkway	1.75	
167	Peachtree Corners East	1.39	
168	Ashwood Oak Lane	1.33	
169	Brundage Lane	1.31	

Rating	Rating
1.00 to 1.50	Excellent
1.51 to 2.00	Good
2.01 to 2.50	
2.51 to 3.00	Fair
3.01 to 3.50	
3.51 to 4.00	Poor
4.01 to 5.00	



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6830	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Amendment to Insurance Licenses Ordinance		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Insurance License Fee Ordinance](#)
2. [Existing Ordinance](#)
3. [Proposed Amended Ordinance](#)

Title

Amendment to Insurance Licenses Ordinance

Drafter

Eric Johnson



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: October 16, 2023 – Policy Work Session

Item No.: 23- 6830

Title: Amendment to Insurance License Fee Ordinance

CC:

Recommendation: Amend Sections 16-181 through 16-187 of the Norcross Code of Ordinances to base insurance license fees on the city's growing population, as provided for in the Official Code of Georgia.

Background: The 2020 Census indicated that the population of Norcross had increased from fewer than 10,000 residents in 2010 to over 17,000. Accordingly, the city is authorized under O.C.G.A. 33-8-8 to charge an annual license fee of \$75.00 to insurance companies selling policies in the city, and the license ordinance should be changed to reflect this new amount.

Financial Impact: The city issues approximately 450 insurance licenses each year, so this change will result in about \$11,000 in additional revenue.

Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Goal 6: Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps: Within 45 days of enactment, send copies of the new ordinance to:

Georgia Insurance Commissioner
Attn: Mandy Snipes, Director of Premium Tax
912 West Tower
Two Martin Luther King Jr. Drive
Atlanta, GA 30334

And:

Georgia Municipal Association
Municipal Revenue Services
2915 Piedmont Road, Suite E
Atlanta, GA 30305

Attachments: Existing Ordinance
Proposed Amended Ordinance

Update

PART II - CODE OF ORDINANCES
Chapter 16 - FINANCE AND TAXATION
ARTICLE VI. INSURERS

ARTICLE VI. INSURERS¹

Sec. 16-181. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Gross direct premiums means gross direct premiums as used in O.C.G.A. § 33-8-4.

Insurer means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

(Code 1979, § 3-2-18(a); Code 1998, § 38-216)

Sec. 16-182. License fees—Levied upon each insurer; each separate business location.

There is hereby levied for each year an annual license fee upon each insurer doing business within the city pursuant to O.C.G.A. § 33-8-8(b)(1) in the amount provided in the schedule of fees and charges. For each separate business location in excess of one not covered by section 16-183, which is operating on behalf of such insurers within the city, there is hereby levied a license fee as provided in the schedule of fees and charges.

(Code 1979, § 3-2-18(a); Code 1998, § 38-217)

Sec. 16-183. Same—Insurers insuring certain risks at additional business locations.

For each separate business location, not otherwise subject to a license fee under this article, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance, such insurer shall pay an additional fee pursuant to O.C.G.A. § 33-8-8(b)(2) as provided in the schedule of fees and charges, per location for each year.

(Code 1979, § 3-2-18(b); Code 1998, § 38-218)

Sec. 16-184. Same—Agencies; brokers.

There is hereby levied for each year an annual license fee upon independent agencies and brokers for each separate business location from which an insurance business is conducted and which is not subject to the company license fee imposed by section 16-182 a license fee pursuant to O.C.G.A. § 33-8-8(b)(1) as provided in the schedule of fees and charges, per location for each year.

¹State law reference(s)—General assembly authorized to provide for taxation of insurance companies based on gross direct premiums received from insurance policies within the unincorporated areas of counties, Ga. Const. art. IX, § IV, ¶ I(c); powers of municipal corporations to impose license fees on life insurance companies, O.C.G.A. § 33-8-8; local tax on life insurance companies, O.C.G.A. § 33-8-8.1; local tax on other than life insurance companies, O.C.G.A. § 33-8-8.2.

(Code 1979, § 3-2-18(c); Code 1998, § 38-219)

Sec. 16-185. Same—Due date.

License fees imposed under the provisions of this article shall be due and payable on January 1 of each year.

(Code 1979, § 3-2-18(f); Code 1998, § 38-220)

Sec. 16-186. Gross premiums tax—Imposed on life, accident and sickness insurers.

There is hereby levied for each year an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the state in an amount equal to one percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. The premium tax levied by this section is in addition to the license fees imposed by section 16-182.

(Code 1979, § 3-2-18(d); Code 1998, § 38-221)

Sec. 16-187. Same—All other insurers.

There is hereby levied for each year an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in O.C.G.A. § 33-3-5(1), doing business within the city in an amount equal to 2.5 percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. The premium tax levied by this section is in addition to the license fees imposed by section 16-182.

(Code 1979, § 3-2-18(e); Code 1998, § 38-222)

Secs. 16-188—16-212. Reserved.

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 16 OF THE NORCROSS CODE OF ORDINANCES; TO IMPOSE LICENSE FEES ON INSURERS CONDUCTING BUSINESS WITHIN THE CITY OF NORCROSS, GEORGIA; TO IMPOSE A GROSS PREMIUMS TAX ON INSURERS OPERATING WITHIN THE STATE OF GEORGIA; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND OTHER PURPOSES.

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that in Article VI, Chapter 16 of the Norcross Code of Ordinances shall be amended to provide as follows and, in accordance with O.C.G.A. § 33-8-8, and other applicable law, that the following insurers license fees shall be applicable within the municipal boundaries from the effective date of this agreement until otherwise provided for by law.

I. AMENDMENTS

Article VI of Chapter 16 of the Norcross Code of Ordinances, the same being Sections 16-181 through 187, shall be stricken in their entirety and replaced with the following sections:

SECTION 16-181. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Gross direct premiums means gross direct premiums as used in O.C.G.A. § 33-8-4.

Insurer means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

SECTION 16-182. Insurers License Fees

There is hereby levied for the year 2024 and for each year thereafter an annual license fee upon each insurer doing business within the City of Norcross, Georgia in the amount of seventy-five dollars (\$75.00). For each separate business location in excess of one not covered by Section 16-183 of this Chapter, which is operating on behalf of such insurers within the City of Norcross, Georgia, there is hereby levied a license fee in the amount of seventy-five dollars (\$75.00). For the purposes of this ordinance, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

SECTION 16-183. License Fees for Insurers Insuring Certain Risks at Additional Business Locations

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance said insurer shall

pay an additional license fee of twenty-six and 25/100 dollars (\$26.25) per location for the year 2024 and for each year thereafter.

SECTION 16-184. Gross Premiums Tax Imposed on Life Insurers

There is hereby levied for the year 2024 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 16-182 of this ordinance.

SECTION 16-185. Gross Premiums Tax, All Other Insurers

There is hereby levied for the year 2024 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. § 33-3-5, doing business within the State of Georgia in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 16-182 of this ordinance.

SECTION 16-186. Due Date for License Fees

License fees imposed in Sections 16-182 and 16-183 of this ordinance shall be due and payable on the first day of 2024 and on the first date of each subsequent year.

SECTION 16-187. Administrative Provisions

The City Clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its enactment and thereafter upon any changes to this ordinance.

II. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

III. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2023.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6853	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Lions Club Park Parking		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Lions Club Parking](#)

Title

Lions Club Park Parking

Drafter

Councilmember Andrew Hixson



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council
From: Councilmember Andrew Hixson
Meeting Date: October 16, 2023 - Policy Work Session
Item No.: 23- 6853
Title: Lions Club Parking
CC: Eric Johnson, City Manager

Recommendation: Investigate the feasibility of adding additional parking on what is currently called Lions Club Park, move sidewalks, and expand greenspace if able.

Background: The historical downtown has limited supply and high demand for parking. Finding small pockets to add parking will help ease burden until a comprehensive plan is established.

Financial Impact: TBD

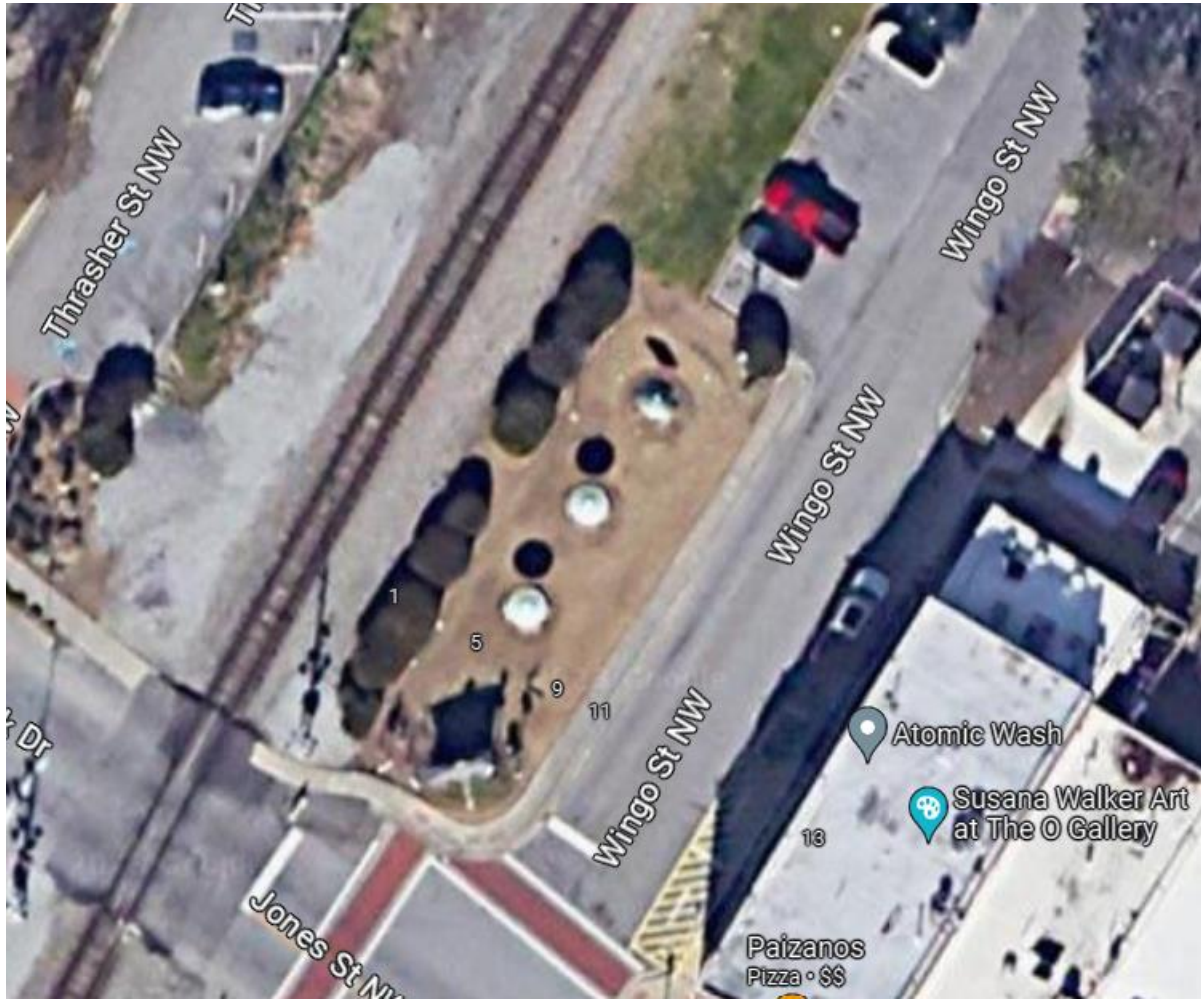
Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Goal 1: Continues to define Norcross' sense of place

Goal 4: Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Next Steps: Staff to determine estimated costs and present to council, right of way needs will be determined by staff and legal.

Attachments: Picture



Update



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	22-6595	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Hiring and Promotion Policy Discussion		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Hiring and Promotion Policy Discussion - Update](#)
2. [Reclassification Policy](#)
3. [Hiring Process Flow Chart](#)

Title
Hiring and Promotion Policy Discussion

Drafter
Councilmember Dr. Arlene Beckles



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Councilmember Dr. Arlene Beckles

Meeting Date: November 20, 2023 – Policy Work Session

Item No.: 23-6595

Title: Hiring and Promotion Policy - Update

CC: Eric Johnson, City Manager

Recommendation

Discuss Hiring and Promotion policies and practices.

Background

There is no consistency in the hiring and promotion of staff. Some positions are advertised internally/externally and follow the current prescribed HR process, while others bypass the process. Streamlining our hiring process is key and requires a systematic approach.

Financial Impact

TBD

Consistent with Comprehensive Plan?

The related goal is to shape the city's direction by continuing to define Norcross' sense of place by strengthening the city as an inclusive and safe environment to live, work and play.

Next Steps

N/A

Attachments

Reclassification Policy

Hiring Process Flow Chart

Update

Mayor and Council have decided to pursue an independent HR Audit investigation. These audits are designed to avoid legal and regulatory liability arising from an organization's HR policies and practices, or lack thereof. In addition to identifying areas of legal risk and providing best practices, these audits are often designed to provide a city's executive team with information about its organization's culture and execution that decision-makers can use to create proactive policies and corrective actions.

I recommend that the Mayor and Council table this discussion to the September 18th Policy Work Session while further research is pending.

Update – Awaiting information from HR and request that this item be moved to October PWS



Policy Title:	Job Reclassification Policy
Department:	Human Resources
Review Date:	10/10/2023
Updates:	Document what changes were made here: Example Gossip Policy – Additional context was added for clarification
Next Review Date	Plus 1 year from Review Date
Published (Released):	11/15/2023 – This field should be embedded so that it updates automatically

Each city job has a classification that reflects its unique duties and responsibilities, technical skills, and knowledge requirements. A classification is assigned to a pay range based on the complexity of these requirements, with classes assigned to a higher pay range when they have more complex requirements. A reclassification may be based on changes in a position's responsibilities and an explanation of what occurred (e.g., reorganization or new mandates) to cause the change(s) in responsibilities. To assess a potential reclassification, City staff may employ the services of an outside firm with classification expertise as deemed appropriate by the Human Resources Department with the approval of the City Manager. (needs M&C review and adoption?)

A reclassification occurs when significant changes in the position's job requirements – either added or removed – but not simply a change in workload with the exact requirements. A reclassification can occur to either a vacant or filled position. Examples of what may or may not result in a reclassification are provided below.

When a *vacant* position is reclassified, the position will be recruited after the reclassification, and the City will advertise the new classification. It will be the responsibility of the supervisor of the position to work with the Human Resources Department to determine whether an internal advertisement should occur due to the likelihood of one or more qualified internal candidates before external advertising of the position. A position can be advertised internally and externally simultaneously.

When a *filled* position is reclassified – due to the addition or deletion of requirements as specified above – the position will not be advertised internally or externally because no vacancy exists to be filled. A pay adjustment will be consistent with established promotion or demotion rules. [where can this policy be found?]

All reclassifications must be approved by the City Manager. The City Council must be notified at the time of reclassification – whether of a filled or vacant position. (M&C review and adoption ?)



The Department Head is responsible for initiating a reclassification review, which must include an explanation of the reasons supporting the reclassification request. A reclassification request must be submitted to the City Manager for consideration. (must include HR)

Examples of valid reasons for reclassification:

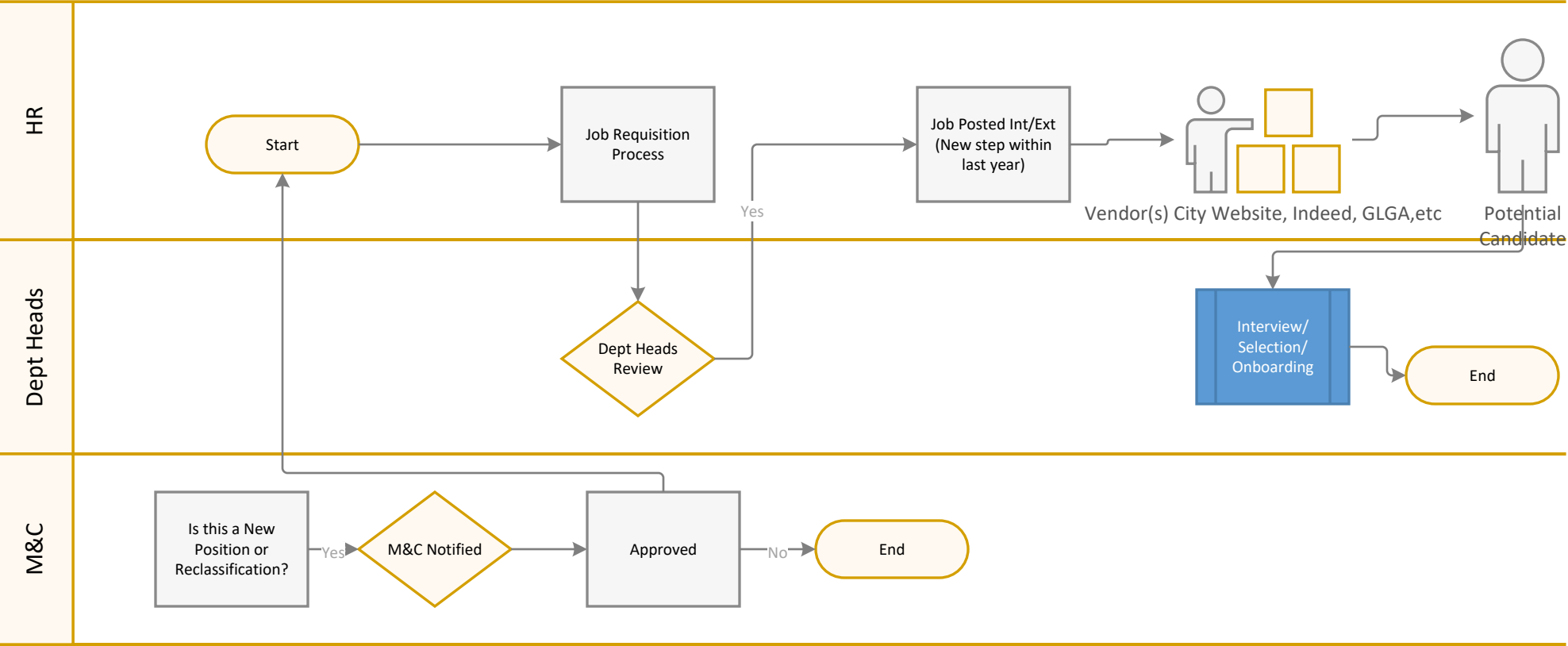
- A significant function is added or removed from the position.
- Methods for performing the work require significantly higher or lower knowledge or skill levels than indicated in the class specification.
- The position is assigned responsibility for making program recommendations and decisions with a degree of authority and independence not typical of other positions in the class.
- The position is allocated to a non-supervisory class but has been assigned full supervisory responsibility for work at the same level.

Examples which do not justify reclassification:

- The workload has significantly increased.
- Work performance is far superior to that of co-workers.
- An employee possesses higher qualifications in terms of education or experience than other employees in the classification or has recently received a relevant college degree or certification.
- An employee must learn new technologies or otherwise update their skills to perform the same duties using new methods.
- An employee has new duties that are similar in nature and equally or less complex than those expected of their current classification.

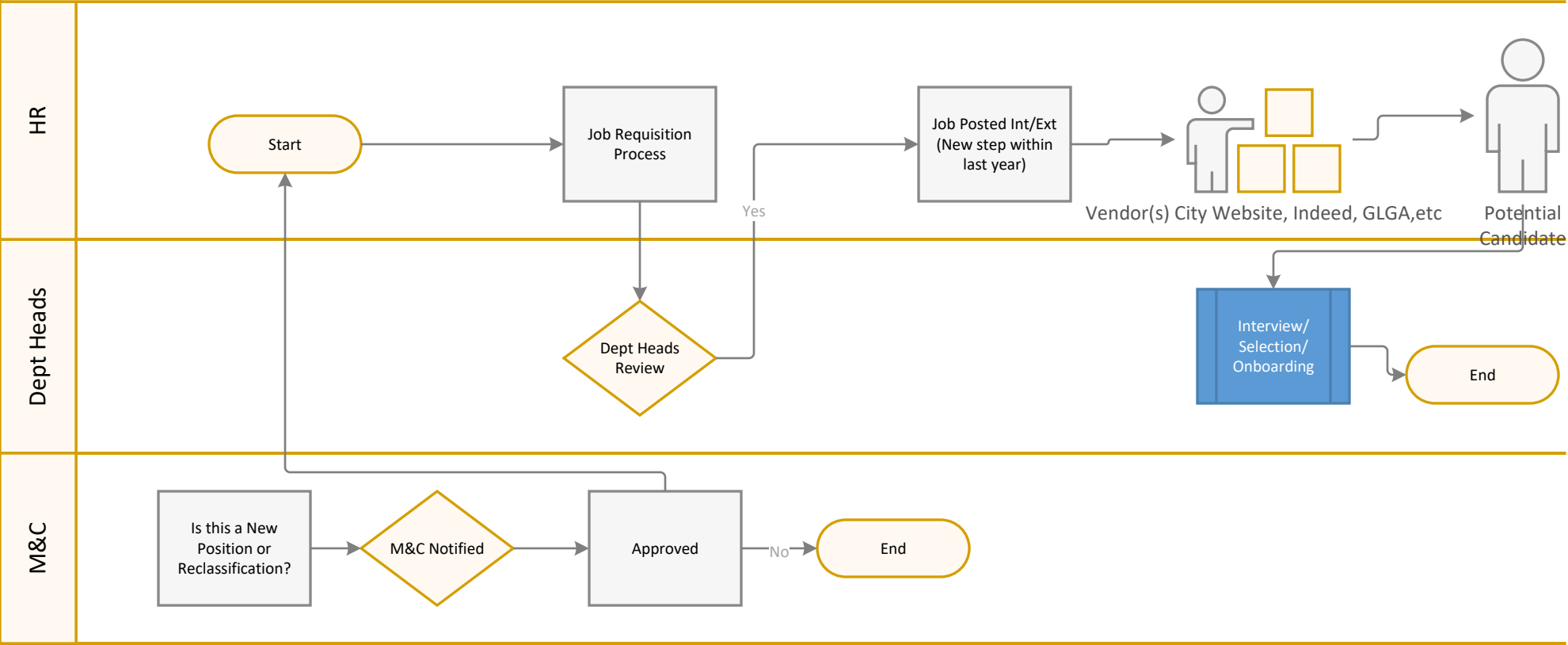
Legal review?

Hiring Process



Exceptions:
Jobs on Rotation: Police Officers and Communications Personnel

Promotion Process



Example:
Asst to City Manager position becomes vacant; HR follows the New Hire Process

Exception – Dept Head decides on Internal Candidate – Promotion or Lateral Move?

Job Reclassification Process

HR	Start
Dept Heads	
M&C	



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6876	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/20/2023 6:30 PM	In Control:	Policy Work Session
Title:	Review and Revision of Charter Language		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Review and Revision of Charter Language](#)
2. [Part I Charter & Related Laws - Tracked Changes](#)

Title
Review and Revision of Charter Language

Drafter
Councilmember Andrew Hixson



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
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Agenda Report

To: Mayor and Council

From: Councilmember Andrew Hixson Meeting

Date: November 20, 2023 – Policy Work Session

Item No.: 23- 6876

Title: Review and revision of Charter language

CC: Eric Johnson, City Manager

Recommendation

Review changes and revisions to the Norcross City Charter as suggested by the city attorney's office.

Background

The Norcross city charter is a document that has undergone many changes and revisions over its lifetime, which has resulted in a number of contradictions and inconsistencies between various clauses and articles. Over the last few years Council has noted and informally discussed various revisions to the charter which would correct these inconsistencies and obsolete references. Our attorney was asked to mark up the document with possible changes for Council to consider. The document with revisions was sent to Council and the City Manager on November 11.

Financial Impact

No known impact

Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Furtheres the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

Council to consider the individual changes suggested by Legal, as well as any other changes suggested by members. After review in the November Policy Work Session, a further mark up of the document will be made by Legal for further consideration in the December PWS. Final approval of all changes should be completed for an approval vote in the February regular council meeting. After approval, the document will be sent to the Gwinnett state legislature delegation for action as a local measure in the 2024 legislative session.

Attachments**Update**

Norcross, Georgia, Code of Ordinances
PART I CHARTER AND RELATED LAWS

PART I CHARTER AND RELATED LAWS

Subpart A CHARTER¹

¹Editor's note(s)—Printed herein is the Charter of the city, as adopted by 1990 Ga. Laws, page 4934. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original act. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

PART I - CHARTER AND RELATED LAWS
 Subpart A - CHARTER
 ARTICLE I. INCORPORATION AND POWERS

ARTICLE I. INCORPORATION AND POWERS

Sec. 1.11. Incorporation.

The City of Norcross, Georgia, in the County of Gwinnett and the inhabitants thereof shall continue to be a body politic and corporate under the name and style of the City of Norcross, Georgia. Under that name, said City shall continue to be invested with all the property which now belongs to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold, or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell or dispose of the same; may have a common seal and alter and renew the same at will; and may exercise in conformity with this Charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

Sec. 1.12. Corporate boundaries.

- (a) The boundaries of the City of Norcross shall be those existing on the effective date of the adoption of this Charter with such alterations as may be made from time to time by local law or in the manner provided by law. The current boundaries of the City of Norcross, at all times, shall be shown on a map, a written description, or any combination thereof, to be retained permanently in the office of the city clerk and to be designated, as the case may be: "Map (or Description) of the Corporate Limits of the City of Norcross, Georgia." Alterations in these boundaries shall be indicated by appropriate entries upon or additions to such map or description. Such entries or additions shall be made by and under the direction of the mayor and city council. Photographic, typed or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as ~~with~~ the original map or description.

- (b) The city council may provide for redrawing of any such map to reflect lawful changes in the corporate boundaries. A redrawn map shall supersede for all purposes ~~any previously drawn map~~ the earlier map or maps which it is designated to replace.

- (c) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described right-of-way, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 212, 213, 226, 241, and 242 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

The right-of-way of Beaver Ruin Road (State Route 378) beginning at Buford Highway (State Route 13) and continuing 1.732 miles to the intersection of Indian Trail Road exclusive of said intersection. Right-of-way width varies from 90 feet to 130 feet.

All that tract or parcel of land lying and being in Land Lot 213 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

To find the point of beginning, begin at the point located at the intersection of southwest right-of-way of Beaver Ruin Road (S.R. 378) with the West right-of-way of Indian Trail Road; run thence South 04 degrees 41 minutes 00 seconds East along the West right-of-way of Indian Trail Road, a distance of 152.00 feet to a point; run thence South 04 degrees 41 minutes 00 seconds East along the West right-of-way of Indian Trail Road, a distance of 26.69 feet to a point; continue thence along the west right-of-way of Indian Trail Road and following the curvature thereof, a distance of 36.35 feet to a point (said curve having a chord bearing

South 05 degrees 52 minutes 09 seconds East and a chord distance of 36.35 feet); thence leaving the West right-of-way of Indian Trail Road, run South 79 degrees 43 minutes 31 seconds West, a distance of 190.76 feet to the point of beginning; from the point of beginning as thus established, run thence South 36 degrees 31 minutes 20 seconds West, a distance of 50.00 feet to a point; run thence North 53 degrees 28 minutes 40 seconds West, a distance of 112.00 feet to a point; run thence North 36 degrees 31 minutes 20 seconds East, a distance of 60.00 feet to a point; run thence South 53 degrees 28 minutes 40 seconds East, a distance of 112.00 feet to a point; run thence South 36 degrees 31 minutes 20 seconds West, a distance of 10.00 feet to the point of beginning; said tract being shown on Survey for Whisker's Tavern and The City of Norcross prepared by Q-B Engineering and Surveying, Inc., dated November 26, 1990.

- (d) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described right-of-way, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 271, 272, 273, and 274 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

The right-of-way of Peachtree Industrial Boulevard beginning at a point 787 feet east of the intersection with Holcomb Bridge Road, said point coinciding with the east boundary of tax parcel 6-274-5, and continuing 1.43 miles through and including the intersection of said boulevard and Medlock Bridge Road. Such right-of-way varies from 200 feet to 300 feet in width.

- (e) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 286 and 271 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at the northwest corner of the intersection of Peachtree Industrial Boulevard and Medlock Bridge Road, said point being located in the City of Norcross, Georgia, and continuing along the westerly right-of-way of Medlock Bridge Road to the southwest corner of the intersection of Medlock Bridge Road and Spalding Drive, then continuing along the westerly right-of-way of Spalding Drive to the land lot line dividing Land Lots 285 and 286 of the 6th District, Gwinnett County, Georgia, and continuing southerly along the land lot line through the point at which the land lot line divides Land Lots 271 and 272 of the 6th District of Gwinnett County, Georgia, and continuing along the land lot line dividing Land Lots 271 and 272 to the right-of-way of Peachtree Industrial Boulevard then continuing northeasterly along the right-of-way of Peachtree Industrial Boulevard to the point of beginning at the intersection of Peachtree Industrial Boulevard and Medlock Bridge Road, less and excepting and excluding specifically Parcel 52 of Land Lot 285 of the 6th District and Parcel 95 of Land Lot 286 of the 6th District.

- (f) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 286 and 271 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at the northwest corner of the intersection of Peachtree Industrial Boulevard and Medlock Bridge Road - said point being located in the City of Norcross, Georgia - and continuing along the westerly right-of-way of Medlock Bridge Road to the southwest corner of the intersection of Medlock Bridge Road and Spalding Drive, then continuing along the westerly right-of-way of Spalding Drive to the Land Lots Line dividing Land Lots 285 and 286 of the 6th District, Gwinnett County Georgia and continuing southerly along the Land Lots line through the point in which the Land Lots line divides Land Lots 271 and 272 of the 6th District, Gwinnett County, and continuing the Land Lot Line dividing Land Lots 271 and 272 to the right-of-way of Peachtree Industrial Boulevard then continuing northeasterly along the right-of-way of Peachtree Industrial Boulevard to the point of beginning at the intersection of Peachtree Industrial Boulevard and

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Medlock Bridge Road - less and excepting and excluding specifically Parcel 52, Land Lot 285 of the 6th District and Parcel 95, Land Lot 286 of the 6th District.

- (g) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in land lots 252, 253, 274 and 275 of the 6th Land District of Gwinnett County, Georgia, which tract is more particularly described as follows:

Beginning at a point located at the intersection of the westerly right-of-way line of Holcomb Bridge Road and the southerly right-of-way line of Atlantic Boulevard, said point being the point of beginning; Thence continuing along said westerly right-of-way line of Holcomb Bridge Road to the southerly right-of-way line of Peachtree Industrial Boulevard; Thence leaving said westerly right-of-way line of Holcomb Bridge Road and running along said southerly right-of-way line of Peachtree Industrial Boulevard to the easterly right-of-way line of Jimmy Carter Boulevard; Thence leaving said southerly right-of-way line of Peachtree Industrial Boulevard and running along said easterly right-of-way line of Jimmy Carter Boulevard to the easterly right-of-way line of Pacific Drive, said right-of-way line also being the Norcross, Georgia City Limits; Thence leaving said easterly right-of-way line of Jimmy Carter Boulevard and running along Norcross, Georgia City Limits in a meandering direction northerly and easterly to the southerly right-of-way line of Atlantic Boulevard; Thence continuing along said Norcross, Georgia City Limits and the southerly right-of-way line of Atlantic Boulevard to the westerly right-of-way line of Holcomb Bridge Road, said intersection being the point of beginning.

- (h) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 271 of the 6th District of Gwinnett County, Georgia. The subject parcel being annexed is described in Deed Book 24173 and Pages 0238 and 0239 from the Gwinnett County Clerk of the Superior Court.

- (i) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 272 of the 6th District, Gwinnett County, Georgia, and being more fully described as follows:

Beginning at a pipe found at the Land Lot corner common to Land Lots 272, 273, 284 and 285 of aforesaid District and County thence North 82 degrees 16 minutes 17 seconds East a distance of 302.29 feet to an iron pin set on the right-of-way of a cul-de-sac of Guthridge Court, an 80-foot right-of-way; thence along said right-of-way along a curve to the left (said curve having a radius of 75.00 feet and being subtended by a chord bearing South 41 degrees 12 minutes 34 seconds East a distance of 82.75 feet) an arc distance of 87.65 feet to an iron pin set on the westerly right-of-way of said 80-foot right-of-way of Guthridge Court; thence continuing along said 80-foot right-of-way along a curve to the right (said curve having a radius of 676.20 feet and being subtended by a chord bearing South 06 degrees 10 minutes 07 seconds West a distance of 472.30 feet) an arc distance of 482.47 feet to a pipe found at the intersection of said right-of-way with the northerly right-of-way of Miller Road, an 80-foot right-of-way, and the Land Lot line common to Land Lots 272 and 273; thence departing said rights-of-way and along said Land Lot line North 31 degrees 41 minutes 45 seconds West a distance of 522.27 feet to a pipe found being the point of beginning.

- (j) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract and parcel of land lying and being in Land Lot 286 of the 6th District of Gwinnett County, Georgia, containing 6.55 acres and being more particularly described according to a plat of survey of Higginbotham and James Associates, Surveyors, dated December 11, 1964, as follows:

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(Supp. No. 38)

Beginning at an iron pin on the southeast right-of-way of Medlock Bridge Road, also known as Georgia Highway No. 141, located a distance of 50 feet in a northeast direction along the southeast right-of-way of Medlock Bridge Road from the iron pin where the Land Lot Line common to Land Lots 286 and 271 of said District intersect the southeast right-of-way of Medlock Bridge Road; thence run in a northeasterly direction along the southeast right-of-way of Medlock Bridge Road a distance of 510.0 feet to an iron pin; thence run along the property of Evans North 79°43' east 864.7 feet to an iron pin; thence run along the property of Evans and along the center of a Branch south 19°18' east 130 feet to an iron pin located on the Land Lot Line common to Land Lots 271 and

286 of said District; thence run along said Land Lot Line south 59°47' west 459 feet to an iron pin; thence run along the property of Thomas Helton south 63°03' west 668.7 feet to the point of beginning on the southeast right-of-way of Medlock Bridge Road.

- (k) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in land lot 233 of the 6th district, Gwinnett County, Georgia, and being more particularly described as follows:

To find the true point of beginning, commence at a point located at the intersection of Jimmy Carter Blvd. (said road having a 100-foot right-of-way) and Norcross Tucker Road (said road having an 80-foot right-of-way), said point being marked by an iron pin found located at the southwestern point of the intersection of the eastern right-of-way line of Jimmy Carter Blvd. and the western right-of-way line of Norcross Tucker Road; running thence along an arc of a curve to the left (said curve having a radius of 989.86 feet, said arc being subtended by a cord line having a magnetic bearing of north 49 degrees 26 minutes 48 seconds west and a cord length of 150.19 feet) an arc distance of 150.22 feet to an X marked in concrete; running thence north 51 degrees 39 minutes 16 seconds west a distance of 232.39 feet to a point; running thence north 88 degrees 46 minutes 4 seconds east a distance of 106.8 feet to the true point of beginning; from the true point of beginning as thus established, running thence north 9 degrees 59 minutes 16 seconds east a distance of 16.04 feet to a point; running thence north 72 degrees 20 minutes 29 seconds east a distance of 68.11 feet to a point; running thence south 51 degrees 23 minutes 3 seconds east a distance of 59.91 feet to a point; running thence south 38 degrees 36 minutes 57 seconds west a distance of 6.10 feet; running thence south 51 degrees 23 minutes 3 seconds east a distance of 4.30 feet to a point; running thence south 38 degrees 15 minutes 27 seconds west a distance of 58.07 feet to a point; running thence north 51 degrees 44 minutes 33 seconds west a distance of 37.04 feet to a point; running thence 82 degrees 2 minutes 9 seconds west a distance of 8.31 feet to a point; running thence north 51 degrees 42 minutes 42 seconds west a distance of 51.96 feet to the true point of beginning. Said property being shown as a one story frame and stucco building lying at the northwestern corner of a strip shopping center as on a survey for the Ritter Corporation dated October 12, 1988, prepared by the Solar Land Surveying Company, which plat is incorporated herein and made a part hereof by this reference.

- (l) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 272 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point on the Southerly side of Cummings Road, also called Miller Road, three hundred twenty-nine (329) feet Westerly from the intersection formed by the Southerly side of Cummings Road (also called Miller Road) and the Westerly side of Highway No. 141 (100-foot right-of-way) running thence Northwesterly along the Southerly side of Cummings Road 1,266 feet, more or less, to an iron pin found; running thence S 31°51' E a distance of 914.76 feet, more or less, to an iron pin on the Northwesterly line of Land Lot 255; running thence Northeasterly along the Northwesterly line of Land Lot 255 a distance of 911 feet, more or less, to an iron pin; running thence Northwesterly 105 feet, more or less, to the Southerly side of Cummings

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(Supp. No. 38)

Road and the point of beginning; being the same property as shown and delineated on plat of survey made by A.S. Giometti and Associates, Inc., dated Feb. 6, 1963.

- (m) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

Tract 12

All that tract or parcel of land lying and being in Land Lots 271 and 272 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a right-of-way monument located at the intersection of the Westerly right-of-way line of Medlock Bridge Road and the Southerly right-of-way of Peachtree Industrial Boulevard; thence running South 82°31'35" East 112.04 feet to a right-of-way monument located on the Westerly right-of-way line of Medlock Bridge Road; thence running Southerly along the Westerly right-of-way line of Medlock Bridge Road, and following the curvature thereof, 2,435.09 feet, more or less, to a point of intersection of the Westerly right-of-way line of Medlock Bridge Road and the Northerly right-of-way line of Miller Road; thence running Northeasterly along the Northerly right-of-way line of Miller Road, and following the curvature thereof, 3,453.25 feet, more or less, to a concrete monument located at the intersection of the Southerly right-of-way line of Peachtree Industrial Boulevard and the Northerly right-of-way line of Miller Road; thence running Northeasterly along the Southerly right-of-way Line of Peachtree Industrial Boulevard, and following the curvature thereof, 3,463.53 feet, more or less to the point of beginning; plus that portion of the right-of-way of Miller Road running from Peachtree Industrial Boulevard to Medlock Bridge Road; less and except those premises located at 5390 Peachtree Industrial Boulevard, Norcross, Georgia, according to the present system of numbering in Gwinnett County, Georgia.

- (n) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 241 and 242 of the 6th District of Gwinnett County, Georgia, containing .87 acres according to plat of survey by Miles H. Hannon, Surveyor, dated April 17, 1967, more particularly described as follows:

Beginning at an iron pin on the westerly side of Light Circle at the original line dividing Land Lots 241 and 242 of said District: thence running south 20° 24' west, along the western side of Light Circle, 101.5 feet to a corner; thence north 64° 05' west 246.2 feet to an iron pin corner; thence north 44° 17' east 222.7 feet to an iron pin corner; thence south 43° 24' east 172.6 feet to a corner on the westerly side of the right-of-way of Light Circle, 49.5 feet to the point of beginning.

- (o) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 198, 6th District, Gwinnett County, Georgia, being more particularly described as follows:

Beginning at an iron pin set at the intersection of the southerly right-of-way line of Goshen Springs Road (having an 80-foot wide right-of-way) and the line common to Land Lots 197 and 198; Thence leaving said Land Lot Line and continuing along said southerly right-of-way line of Goshen Springs Road, North 58°27'07" East, 268.34 feet to a ½-inch rebar found; Thence leaving said southerly right-of-way line of Goshen Springs Road and running, South 39°45'08" East, 728.27 feet to a ½-inch rebar found; Thence, South 27°31'28" West, 54.99 feet to a point in the centerline of a creek; Thence along said centerline of a creek, South 46°14'05" West, 40.70 feet to a point; Thence, South 57°41'11" West, 45.83 feet to a point; Thence, South 47°25'46" West, 86.32 feet to a point; Thence, South 43°31'51" West, 74.91 feet to a point; Thence, South 39°42'17" West, 63.24 feet to a point; Thence, South 28°24'33" West, 44.87 feet to a point; Thence leaving said centerline of a creek and running, South 07°12'21" West, 20.22 feet to a ½-inch rebar found on said line

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(Supp. No. 38)

common to Land Lots 197 and 198; Thence along said Land Lot Line, North 29°36'00" West, 853.15 feet to an iron pin set and the true POINT OF BEGINNING.

Said tract contains 6.019 acres (262,206 square feet), more or less, as shown in a survey prepared for Advanced Disposal Services Atlanta, LLC by POINT TO POINT LAND SURVEYORS, INC.

(1996 Ga. Laws, page 3844, § 1; 2001 Ga. Laws (Act No. 61), page 3729, § 1; 2005 Ga. Laws (Act No. 268), page 3876, § 1; Ord. No. 12-2011, § 1 (Exh. A), 10-17-2011; Ord. No. 13-2011, § 1(Exh. A), 10-17-2011; Ord. No. 14-2011, § 1(Exh. A), 10-17-2011; Ord. No. 24-2011, § 1(App. A), 12-5-2011; Ord. No. 03-2012, § 1(App. C, Exh. A), 2-6-2012; Ord. No. 04-2012, § 1(App. A), 2-6-2012; Ord. No. 05-2012, § 1(App. A), 2-6-2012; Ord. No. 11-2012, § 1(App. A), 4-2-2012; Ord. No. 15-2018, § 1, 10-1-2018)

Editor's note(s)—Subsection (f) of § 1.12 was derived from an unnumbered resolution attached to Act No. 61 at p. 3731. It has been placed in this location at the discretion of the editor and the approval of the city.

Sec. 1.13. Powers and construction.

- (a) In addition to all other powers herein granted, the City of Norcross (hereinafter the "city") shall be vested with any and all powers which municipal corporations are or may hereafter be authorized or required to exercise under the present or future constitution and laws of this state as fully and completely as though they were specifically enumerated in this Charter. ~~The city~~ shall have all the powers of self-government not otherwise prohibited by this Charter or by general law.
- (b) The powers of ~~the city~~ shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers in this Charter shall not be construed as limiting in any way the general power of the city. It is the intention hereof to grant the city full power and right to exercise all governmental authority necessary for the effective operation and conduct of the city and all of its affairs.
- (c) In construing this Charter, the following definitions shall apply:
 - (1) "Appointed officer" where used in this Charter shall mean all administrative officers, including the city manager, city clerk, city treasurer, city attorney, city accountant and city engineer. Such term shall not include members of boards, commissions or authorities.
 - (2) "City council," where used herein, shall mean the elected officers of the City of Norcross which include the mayor and five councilmembers. The mayor shall only vote on ~~all~~ matters in the event of a tie vote of the councilmembers.
 - (3) "City manager," where used herein, shall mean the appointed officer who directs the administration and operations of the city.

(4) "Department head," where used herein, shall be synonymous with department directors.

[Rationale: Add city manager to the definition of "appointed officer" and establish the definition of "city manager" to aid in the interpretation of and compliance with the provisions of this Charter. The remaining changes are cosmetic only.]

(1996 Ga. Laws, page 3666, § 1; 1997 Ga. Laws, page 3517, § 1)

Sec. 1.14. Powers.

The corporate powers of the government of the City of Norcross (hereafter the "city"), to be exercised by the mayor and city council, shall include, but not be limited to, the following:

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- (1) *Air and water pollution.* To regulate the emission of smoke or other exhaust which pollutes the air and to prevent the pollution of natural streams which flow within the corporate limits of the city;
- (2) *Animal regulations.* To regulate and license or to prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same if in violation of any city ordinance or lawful order; to provide for the disposition by sale, gift or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances enacted hereunder;
- (3) *Appropriations and expenditures.* To make appropriations for the support of the government of the city; to authorize the expenditure of money for any purposes authorized by this Charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of ~~the~~ this city;
- (4) *Building regulations.* To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, and heating and air conditioning codes; and to regulate all housing and building trades;
- (5) *Business regulation and taxation.* To levy and to provide for the collection of license fees and taxes on privileges, trades and professions; to license and regulate the same; to provide for the manner and method of payment of such licenses and taxes; and to revoke such licenses after due process for the failure to pay any city taxes or fees;
- (6) *Condemnation.* To condemn property, ~~both within inside and~~ outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the governing authority of the city, utilizing procedures enumerated in O.C.G.A. title 22, or such other applicable laws as are or may hereafter be enacted;
- (7) *Contracts.* To enter into contracts and agreements with other governmental entities and with private persons, firms and corporations;
- (8) *Emergencies.* To establish procedures for determining and proclaiming that an emergency situation exists inside or outside the city and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health or well-being of the residents ~~citizens~~ of the city;
- (9) *Fire regulations.* To fix and establish fire limits and from time to time extend, enlarge or restrict the same; to prescribe fire safety regulations, not inconsistent with general law relating to both fire prevention and detection and to firefighting; and to prescribe penalties and punishment for violations thereof;
- (10) *Garbage fees.* To levy, fix, assess and collect a garbage, refuse and trash collection and disposal, and other sanitary service charges, ~~taxes~~ or fees for such services as may be necessary for the operation of the city from all individuals, firms and corporations residing in or doing business therein; to enforce the payment of such charges, taxes or fees; and to provide for the manner and method of collecting such service charges, taxes or fees;
- (11) *General health, safety and welfare.* To define, regulate and prohibit any act, practice, conduct or use of property which is detrimental to the health, sanitation, ~~cleanliness~~, welfare and safety of the inhabitants of the city and to provide for the enforcement of such standards;
- (12) *Gifts.* To accept or refuse gifts, donations, bequests or grants from any source for any purpose related to the powers and duties of the city and the general welfare of its citizens on such terms and conditions as the donor or grantor may impose;
- (13) *Health and sanitation.* To prescribe standards of health and sanitation within the city and to provide for the enforcement of such standards;

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(Supp. No. 38)

- (14) *Jail sentences.* To provide that persons given jail sentences in the city's court may work out such sentences in any public works or on the streets, roads, drains and squares in the city; to provide for the commitment of such persons to any jail; or to provide for the commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;
- (15) *Motor vehicles.* To regulate the operation of motor vehicles and exercise control over all traffic, including parking, on or off the streets, roads, alleys and walkways of the city;
- (16) *Municipal agencies and delegation of power.* To create, alter or abolish departments, boards, authorities, offices, commissions and agencies of the city and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;
- (17) *Municipal debts.* To appropriate and borrow money for the payment of debts of the city and to issue bonds for the purpose of raising revenue to carry out any project, program or venture authorized by this Charter or the laws of the State of Georgia;
- (18) *Municipal property ownership.* To acquire, dispose of, and hold in trust or otherwise any real, personal or mixed property, in fee simple or lesser interest, inside or outside the property limits of the city;
- (19) *Municipal property protection.* To provide for the preservation and protection of property and equipment of the city and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;
- (20) *Municipal utilities.* To acquire, lease, construct, operate, maintain, sell and dispose of public utilities, including, but not limited to, a system of waterworks, sewers, and drains, sewage disposal, gasworks, electric light plants, transportation facilities and any other public utility; and to fix the taxes, charges, rates, fares, fees, assessments, regulations and penalties; and to provide for the withdrawal of service for refusal to pay the same; and to authorize the extension of water, sewerage and electrical distribution systems, and all necessary appurtenances by which said utilities are distributed, inside and outside the corporate limits of the city; and to provide utility services to persons, firms and corporations inside and outside the corporate limits of the city as provided by ordinance;
- (20.1) *Telecommunications.* The City shall have the power and authority to acquire, own, hold, lease, sell, resell, build, maintain, operate and contract with respect to a telecommunications systems network in order to provide telecommunications services and similar other services, including cable television services (CATV), to establish and charge rates, fees, tolls and charges for the services, facilities or commodities furnished or made available by such undertaking; to interconnect its system or services or both with the systems or services of consumers and other providers, to use telecommunications to respond to community needs, encourage the development of information-based organizations in the City of Norcross, Georgia, to finance from time to time any such telecommunications systems through the issuance of revenue bonds as then permitted by the Constitution and the laws of the State of Georgia; and to make any contract with respect to and furnish the services of any said systems to consumers within or outside the corporate limits of the City;
- (21) *Nuisances.* To define a nuisance and provide for its abatement whether on public or private property;
- (22) *Ordinances, rules and regulations.* To make, establish and adopt such bylaws, ordinances, policies, and rules and regulations as shall appear necessary for the security, welfare, convenience and interest of the city and the inhabitants thereof, and for preserving the health, peace, order and good government of the city;
- (23) *Penalties.* To provide penalties for violation of any ordinances adopted pursuant to the authority of this Charter and the laws of the State of Georgia;

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(Supp. No. 38)

- (24) *Planning and zoning.* To provide comprehensive city planning for development by zoning, including implementation of a land use plan and enforcement of the goals and objectives in the land use plan; and to provide subdivision regulation and the like as the city council deems necessary and reasonable to ensure a safe, healthy and aesthetically pleasing community;
- (25) *Police and fire protection.* To exercise the power of arrest through duly appointed policemen and to establish, operate or contract for a police and a firefighting agency;
- (26) *Public hazards; removal.* To provide for the destruction and removal of any building or other structure which is or may become dangerous or detrimental to the public;
- (27) *Public improvements.* To provide for the acquisition, construction, building, operation and maintenance of public ways, parks, playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, public housing, hospitals, sewers, drains, sewerage treatment, docks, parking facilities, and charitable, cultural, educational, recreational, conservation, sport, curative, corrective, detentional, penal, and medical institutions, agencies and facilities; to provide any other public improvements inside or outside the corporate limits of the city; to regulate the use of public improvements; and, for such other purposes, property may be acquired by condemnation under O.C.G.A. title 22, or such other applicable laws as are or may hereafter be enacted;
- (28) *Public peace.* To provide for the prevention and punishment of drunkenness, riots and public disturbances;
- (29) *Public transportation.* To organize and operate such public transportation systems as are deemed beneficial;
- (30) *Public utilities and services.* To grant franchises or make contracts for public utilities and public services and to prescribe the rates, fares, regulations and the standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with valid regulations of the Public Service Commission;
- (31) *Regulation of roadside areas.* To prohibit or regulate ~~and control~~ *[Rationale: The word "control" is synonymous with the word "regulate".]* the erection, removal, and maintenance of signs, billboards, trees, shrubs, fences, buildings and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, inside or abutting the corporate limits of the city and to prescribe penalties and punishment for violation of such ordinances;
- (32) *Retirement.* To provide and maintain a retirement plan for employees of the city;
- (33) *Roadways.* To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, or otherwise improve, maintain, repair, clean, prevent erosion of, and light the roads, alleys and walkways within the corporate limits of the city; and to negotiate and execute leases over, through and under any city property or the right-of-way of any street, road, alley and walkway or portion thereof within the corporate limits of the city for bridges, passageways or any other purpose or use between buildings on opposite sides of the street and for other bridges, overpasses and underpasses for private use at such location and to charge a rental therefor in such manner as may be provided by ordinance; and to authorize and control the construction of bridges, overpasses and underpasses within the corporate limits of the city; and to grant franchises and rights-of-way throughout the streets and roads and over the bridges and viaducts for the use of public utilities and for private use; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands and to impose penalties for failure to do so;
- (34) *Sewer fees.* To levy a fee, charge or sewer tax as necessary to assure the acquiring, constructing, equipping, operating, maintaining and extending of a sewage disposal plant and sewerage system; to levy on those to whom sewers and sewerage systems are made available a sewer service fee, charge or

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sewer tax for the availability or use of the sewers; to provide for the manner and method of collecting such service charges and for enforcing payment of the same; and to charge, impose and collect a sewer connection fee or fees to those connected with the system;

- (35) *Solid waste disposal.* To provide for the collection and disposal of garbage, rubbish and refuse and to regulate the collection and disposal of garbage, rubbish and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper and other recyclable materials and provide for the sale of all solid waste;
- (36) *Special areas of public regulation.* To regulate or prohibit junk dealers, pawn shops, the manufacture, sale or transportation of intoxicating liquors, and the use and sale of firearms; to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property; to regulate and control the conduct of peddlers and itinerant traders, theatrical performances, exhibitions and shows of any kind, by taxation or otherwise; and to license, tax, regulate or prohibit professional fortunetelling, palmistry, adult bookstores and massage parlors;
- (37) *Special assessments.* To provide for the collection of special assessments to cover the cost of any city government services ~~public improvements~~; *[Rationale: Article IX, § II, Para. VI of the Georgia Constitution authorizes counties and cities to levy and collect fees, assessments, and taxes to pay for the cost of providing local government services.]*
- (38) *Taxes, ad valorem.* To levy and provide for the assessment, valuation, revaluation and collection of taxes on all property subject to taxation;
- (39) *Taxes, other.* To levy and collect such other taxes as may be allowed now or in the future by law;
- (40) *Taxicabs.* To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; and to regulate the parking of such vehicles;
- (41) *Urban redevelopment.* To organize and operate an urban redevelopment program; and
- (42) *Other powers.* To exercise and enjoy all other powers, functions, rights, privileges and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience or general welfare of the city and its inhabitants; to exercise all implied powers necessary to carry into execution all powers granted in this Charter as fully and completely as if such powers were fully stated herein; and to exercise all powers ~~now or in the future~~ *[Rationale: This language is unnecessary.]* authorized to be exercised by other municipal governments under other laws of the State of Georgia; and no listing of particular powers in this Charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the constitution or applicable laws of the State of Georgia.

(1996 Ga. Laws, page 3666, § 2; Ord. No. 2-2002, § 1, 2-4-2002)

Sec. 1.15. Exercise of powers.

All powers, functions, rights, privileges and immunities of the city, its elected or appointed officers, ~~agencies~~ or employees shall be carried into execution as provided by this Charter. *[Rationale: To clarify that the city's officers are elected or appointed and to delete the word "agencies" because the city does not have them.]* If this Charter makes no provision, such powers, functions, rights, privileges and immunities shall be carried into execution as provided by ordinance of the governing authority or as provided by pertinent laws of the State of Georgia. The full faith and credit of the City of Norcross shall be behind all elected officers, appointed officers,

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(Supp. No. 38)

employees, members of boards, commissions and authorities, and the city shall indemnify them, to the extent allowed by law, for all costs and judgments suffered as a result of any and all actions taken pursuant to their official capacity ~~as officials~~ for the City of Norcross. *[Rationale; "as officials" is duplicative]*

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ARTICLE II. GOVERNING BODY

Sec. 2.10. City council creation; composition; number; election.

The legislative authority of the government of the City of Norcross, Georgia, except as otherwise specifically provided in this Charter, shall be vested in a city council to be composed of a mayor and five (5) councilmembers. The mayor and councilmembers shall be elected in a manner provided by ~~A~~article V of this Charter.

Sec. 2.11. City council terms and qualifications of office.

- (a) The three members of the city council who were elected to such offices in 2018 and any person selected to fill a vacancy in any such office shall serve out their initial terms of office which shall expire at the first organizational meeting held in January, 2021, and upon the election and qualification of their respective successors. Those successors shall be elected at the general municipal election in 2020, shall take office at the first organizational meeting held in January, 2021, and shall serve for an initial term of office of three years which shall expire at the first organizational meeting of 2024.
- (b) The mayor and the two members of the city council who are elected to such offices in 2019 and any person selected to fill a vacancy in any such office shall serve for an initial term of office of two years which shall expire at the first organizational meeting held in January, 2022, and upon the election and qualification of their respective successors. Those successors shall be elected at the general municipal election in 2021, shall take office at the first organizational meeting held in January, 2022 and shall serve for an initial term of office of four years each which shall expire at the first organizational meeting of 2026.
- (c) On and after January 1, 2021, the successor to the mayor or any member of the council whose term of office is to expire shall be elected at the general municipal election immediately preceding the expiration of such term, shall take office at the first organizational meeting in January immediately following such election, and shall serve for a term of office of four years each. The mayor and members of the council shall serve for the terms of office specified in this section and until their respective successors are elected and qualified.
- (d) No person shall be eligible to serve as mayor or councilmember unless he shall have been a resident of the city for a period of not less than one year immediately prior to the date of the election of mayor or member of the city council and shall continue to reside therein during such person's period of service, and shall be registered and qualified to vote in municipal elections of the City of Norcross, ~~Georgia, and unless he shall meet the qualification standards required for members of the Georgia House of Representatives, as are now or may in the future be prescribed by the Georgia Constitution.~~ *[Rationale; Such qualification standards are not required for mayor or city councilmember.]*

(1996 Ga. Laws, page 3666, § 3; Res. of 3-4-2019 , § 1)

State law reference(s)—Qualifications of representatives, Ga. Const. art. 3, § 2, ¶ 3.

Sec. 2.12. Vacancy; filling of vacancies; suspensions.

- (a) The office of mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office or removal from office in any manner authorized by this Charter or the general laws of the

State of Georgia. A vacancy in the office of mayor or councilmember shall be filled for the remainder of the unexpired term, if any, as provided for in ~~a~~Article V of this Charter.

- (b) Upon the suspension from office of mayor or councilmember in any manner authorized by the general laws of the State of Georgia, the mayor and ~~or~~ city council ~~or those remaining~~ shall appoint a successor for the duration of the suspension. *[Rationale: If the mayor is suspended from office, he does not participate in the appointment of his successor for the duration of his suspension; only the city council members shall make such appointment. The phrase "or those remaining" is awkward.]* If the suspension becomes permanent, then the office shall become vacant and shall be filled for the remainder of the unexpired term, if any, as provided for in ~~A~~Article V of this Charter.

Sec. 2.13. Compensation and expenses.

The mayor and councilmembers shall receive as compensation for their services an amount prescribed by ordinance passed by the city council in conformity with the laws of the State of Georgia. The mayor and councilmembers shall be entitled to receive their expenses incurred in the performance of their duties of office.

Sec. 2.14. Conflicts of interest; holding other offices.

- (a) No elected officer, appointed officer, employee, or member of a board, commission or authority of the ~~e~~City of Norcross (hereafter the "city") or any agency or political entity to which this Charter applies shall knowingly:
- (1) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair the independence of ~~his~~ judgment or action in the performance of his official duties;
 - (2) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair the independence of his judgment or action in the performance of his official duties;
 - (3) Disclose confidential information concerning the property, government or affairs of the ~~city governmental body by which he is engaged~~, without proper legal authorization or use such information to advance the financial or other private interest of himself or others; *[Rationale: All provisions of this Charter relate to the City of Norcross and its officers, employees, and board, authority, and commission members, and therefore the generic reference to the "governmental body by which he is engaged" should be deleted and replaced with the word "city".]*
 - (4) Accept any valuable gift, whether in the form of service, loan, object or promise, from any person, firm or corporation which to his knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the ~~city governmental body by which he is engaged~~; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
 - (5) Represent other private interests in any action or proceeding against this city or any portion of its government; and
 - (6) Vote or otherwise participate in the negotiations or in the making of any contract with any business or entity in which he has a financial interest.
- (b) Any elected officer, appointed officer, employee, or member of a board, commission or authority of the city who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the city council. The mayor or any councilmember who has a private interest in any matter pending before the city council shall disclose such

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(Supp. No. 38)

private interest and such disclosure shall be entered on the records of the city council, and he shall disqualify himself from participating in any decision or vote relating thereto. Any elected officer, appointed officer or employee or any agency or political entity to which this Charter applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such private interest to the governing body of such agency or entity.

- (c) No elected officer, appointed officer, employee, or member of a board, commission or authority of the city or any agency or entity to which this Charter applies shall use property owned by such governmental entity for personal benefit, convenience or profit, except in accordance with policies promulgated by the city council or the governing body of such agency or entity.
- (d) Any violation of this section which occurs with the knowledge, express or implied, of a party to a contract or sale shall render ~~the said~~ contract or sale voidable at the option of the city council.
- (e) ~~Except as authorized by law, neither the~~ mayor ~~and nor~~ any councilmember shall ~~not~~ hold any other elective or ~~compensated~~ appointed office in the city or otherwise be employed by ~~the city said government~~ or any agency thereof during the term for which he was elected. No former mayor and no former councilmember shall hold any employed position in the city until one (1) year after the expiration of the term for which he was elected. *[Rationale: The mayor or a councilmember cannot hold any other city office during his term of office, irrespective of whether it is a compensated office.]*
- (f) (1) No department director, department head, or employee of the City ~~of Norcross~~ *(hereafter the "city")* shall continue in such position or employment upon qualifying as a candidate for nomination or election to public office in the ~~City of Norcross~~, or for the Gwinnett County Board of Commissioners.
- (2) Department directors, department heads and employees of the ~~City~~ shall be and are permitted to continue in such position or employment after qualifying as a candidate for nomination or election to any public office other than in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners.
- (3) (i) An appointed member of a board, commission or authority of the ~~City~~ shall continue in such position as a non-voting member after qualifying as a candidate for nomination or election to public office in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners. The limitations of such appointed member's authority after qualifying for nomination or election to public office in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners are more particularly described in sections (f)(3)(iii) and (f)(3)(iv) below.
- (ii) An appointed member of any board, commission or authority of the ~~City~~ that is elected to public office in the ~~City of Norcross~~ or the Gwinnett County Board of Commissioners shall resign such appointed position upon being sworn in to such public office.
- (iii) ~~Between the time that such~~ *After an* appointed member of any board, commission or authority of the ~~City~~ qualifies for nomination or election to public office in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners ~~and the time that the successful candidate is sworn in to such public office~~, such ~~appointed member official~~ may continue in ~~his~~ *their* appointed position as a non-voting member ~~until such time that he is sworn in to such public office~~. During this time ~~said~~ *the* member shall be counted for the purpose of determining a quorum, and shall be entitled to all other powers, rights, privileges and immunities of such appointed office, including attending and participating in debate in open meetings and in meetings closed for executive session, but shall not have authority to make a motion, to second a motion, or to cast a vote on any matter coming before such board, commission or authority. *[Rationale: To clarify the privileges and limitations of a board, commission or authority member after qualifying for nomination or election to public office in Norcross or the Gwinnett Board of Commissioners.]*

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- (iv) An appointed member of any board, commission or authority of the ~~City~~ that is unsuccessful in his ~~or her~~ candidacy for election to public office in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners shall resume ~~his~~ such appointed position with all powers, rights, privileges and immunities of such appointed office, including the ability to make a motion, to second a motion and to cast votes on any matter coming before ~~the~~ said board, commission or authority ~~fully restored upon the successful candidate being sworn in to such public office.~~

[Rationale: To remove the misplaced language.]

- (v) An appointed member of any board, commission or authority of the ~~City~~ shall be ~~and is~~ permitted to continue in such position after qualifying as a candidate for nomination or election to any public office other than in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners.

- (4) ~~An Elected officials (the mayor or a councilmember) of the City of Norcross (i.e., the Mayor and Councilmembers) (hereafter the "city")~~ shall be permitted to continue the balance of ~~his~~ ~~their~~ term for which ~~he was~~ they were elected after qualifying ~~as a candidate~~ for nomination or election to any other elective public office (including but not limited to ~~an~~ different elective office in the ~~City of Norcross~~ other than the present office held by such elected official), so long as the term of the elective office for which such official is qualifying begins ~~at least~~ more than 30 days prior to the expiration of such official's present term of office. *[Rationale: To make the reference to elected officials singular instead of plural to be consistent with prior provisions of this section. Also, to simplify the language in this paragraph]*

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- ~~(5) The office of any elected official in the City of Norcross shall be declared vacant upon such elected official qualifying in a general primary or general election for another elective public office if the term of office for which such official is qualifying begins more than 30 days prior to the expiration of such official's present term of office.~~ *[Rationale: This appears to conflict with the provisions of Section 2.14 (f)(4) above.]*

- ~~(6) The elected officials of the City of Norcross shall be ineligible to hold any other elected office during the term of office for which such Mayor or Councilmember was chosen unless he or she first resigns before entering such other office. The vacancy created in any such office shall be filled as provided by Georgia Law.~~ *[Rationale: This provision appears to conflict with Section 2.14(e) above.]*

- (g) ~~(1) Any elected officer, appointed officer, employee, or member of a board, commission or authority of the city who knowingly conceals such financial interest or knowingly violates any of the provision requirements of this section applicable to his~~ ~~respective~~ office or position shall be guilty of malfeasance ~~in office or position~~ and shall be deemed to have forfeited his office or position. *[Rationale: To simplify the language of this subparagraph.]*

- (2) Any elected officer, appointed officer, employee, or member of a board, commission or authority of the city who shall forfeit his office or position ~~as described in paragraph (1) of this subsection~~ shall be ineligible for appointment or election to or employment in a position in the city ~~government~~ for a period of three (3) years thereafter.

(Ord. No. 03-2017 , § II, 10-2-2017; Ord. No. 16-2019 , § II, 1-6-2020)

Sec. 2.15. Inquiries and investigations.

The mayor and city council may make inquiries and investigations into the affairs of the city and the conduct of any department, office, or agency thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the mayor and city council shall be punished as provided by ordinance.

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(Supp. No. 38)

Sec. 2.16. General power and authority of the city council.

- (a) Except as otherwise provided by law or by this Charter, the city council shall be vested with all the powers of government of the City of Norcross, Georgia ~~(hereafter the "city")~~, as provided by ~~A~~article I of this Charter.
- (b) In addition to all other powers conferred upon it by law, the city council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules and regulations, not inconsistent with this Charter, the constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, or well-being of the inhabitants of the ~~C~~city of Norcross, Georgia, and may enforce such ordinances by imposing penalties for violation thereof.
- (c) The council may by ordinance create, change, alter, abolish or consolidate offices, ~~agencies and~~ departments, ~~and agencies~~ of the city and may assign additional functions to any of the offices, ~~departments, and agencies and departments~~ expressly provided for by this Charter.

Sec. 2.17. Eminent domain.

The city council is empowered to acquire, construct, build, operate and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewerage treatment, waterworks, electrical systems, and charitable, educational, recreational and sports institutions, agencies and facilities and any other public improvement ~~within inside~~ or outside the city, and to regulate the use thereof, and for such purposes, property may be condemned utilizing procedures enumerated in O.C.G.A. title 22, subject to such amendments as shall be enacted, or any other applicable Georgia law.

Sec. 2.18. Organizational meeting.

The city council shall hold an organizational meeting on or before the second Monday in January. The meeting shall be called to order by the city clerk and the oath of the office shall be administered to the newly elected members as follows:

"I do solemnly (swear) (affirm) that I will faithfully perform the duties of (mayor) (councilmember) of the City of Norcross, Georgia, and that I will support and defend the Charter thereof as well as the constitution and laws of the State of Georgia and of the United States of America."

Following the induction of members, one (1) councilmember shall be appointed to serve as mayor pro tempore pursuant to the procedures set forth in section 2.27 of this Charter.

Sec. 2.19. Regular and special meetings.

- (a) The city council shall hold regular meetings at such times and places as prescribed by ordinance. The city council may recess any regular meeting and continue such meeting on any weekday or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting. Notice to the public shall be made in the manner required by law.
- (b) Special meetings of the city council may be held on call of the mayor or three (3) members of the city council. Notice of such special meetings shall be served on all other members personally, or by telephone ~~personally~~, or shall be left at their residences at least 24 hours in advance of the ~~special~~ meeting. Such notice to councilmembers shall not be required if the mayor and all councilmembers are present when the special meeting is called. Such notice of any special meeting may be waived by a councilmember in writing before or after such a meeting and attendance at the meeting shall also constitute a waiver of notice on any business transacted in such councilmember's presence. Only the business stated in the call may be transacted at the

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(Supp. No. 38)

special meeting. Any matter which requires action by the city council in less than 24 hours will be governed by the emergency provisions set forth in section 2.24 of this Charter.

- (c) All meetings of the city council shall be public to the extent required by law. The city council may hold executive sessions privately before or after public meetings, but the ayes and nays of any balloting shall be recorded at the conclusion of such executive sessions. Notice to the public of special meetings shall be made as fully as is reasonably possible at least one day prior to such meeting.

Sec. 2.20. Rules of procedure.

- (a) Unless otherwise provided by ordinance, rules of procedure for meetings of the city council shall follow Robert's Rules of Order. The city council shall ~~provide for keeping~~ a journal of its proceedings which shall be a public record.
- (b) All committees and committee chairpersons of the city council shall be appointed by the mayor and confirmed by the city council and shall serve at the pleasure of the mayor and city council. Following the procedures described in this Charter, the mayor and city council shall have the power to appoint a new member to any committee at any time.

(1996 Ga. Laws, page 3666, § 4; 1997 Ga. Laws, page 3517, § 2)

Editor's note(s)—The rules of procedure for City Council meetings currently follows Rosenberg's Rules, as provided by Ordinance No. 25-2008, adopted by the Mayor and Council on November 3, 2008, and Ordinance No. 15-2008, adopted by the Mayor and Council on May 5, 2008.

Sec. 2.21. Quorum; voting.

The mayor (or mayor pro tempore when presiding) and three (3) councilmembers shall constitute a quorum and shall be authorized to transact the business of the city council. Voting on the adoption of ordinances shall be by voice vote and the vote shall be recorded in the journal, but any member shall have the right to request a roll-call vote and such vote shall be recorded in the journal. Except as otherwise provided in this Charter, when a quorum is present, the affirmative vote of a majority of those present shall be required for the adoption of any ordinance, resolution or motion.

Sec. 2.22. Action requiring an ordinance.

Acts of the city council which have the force and effect of law shall be enacted by ordinance.

Sec. 2.23. Ordinance form; procedure.

- (a) Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "The Council of the City of Norcross, Georgia, hereby ordains..." and every ordinance shall so begin.
- (b) An ordinance may be introduced by the mayor or any member of the city council and read at a regular or special meeting of the city council. Ordinances shall be considered and adopted or rejected by the city council in accordance with the rules ~~which it has~~ established. Upon introduction of any ordinance, the clerk shall distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate.

Sec. 2.24. Emergency ordinances.

To meet a public emergency affecting life, health, property or public peace, the city council may convene on call of the mayor or three (3) councilmembers and promptly adopt one ~~(4)~~ or more emergency ordinances, but such ordinances may not levy taxes; grant, renew or extend a franchise; regulate the rate charged by any public utility for its services; or authorize the borrowing of money except as provided by law. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted, with or without amendment, or rejected at the meeting at which it is introduced, but the affirmative vote of at least three (3) councilmembers shall be required for adoption. It shall become effective upon adoption or at such later time as it may specify. An emergency ordinance may be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

Sec. 2.25. Codes of technical regulations.

~~{(a)}~~ The city council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally except that:

- (1) The requirements of subsection (b) of section 2.23 of this Charter for distribution and filing of copies of the adopting ordinance shall be construed to include copies of any code of technical regulations, ~~as well as the adopting ordinance~~; *[Rationale: To simplify the language in this subsection.]* and
 - (2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the clerk pursuant to section 2.26 of this Charter.
- (b) Copies of any adopted code of technical regulations shall be made available by the clerk for distribution or for purchase at a reasonable price.

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Sec. 2.26. Signing; authenticating; recording; codification; printing.

- (a) The clerk shall authenticate by his or her signature and record in full in a properly indexed book ~~kept for that purpose~~ all ordinances adopted by the city council. Every ordinance adopted by the city council shall be presented ~~promptly~~ by the clerk to the mayor. *[Rationale: To simplify the language in this subsection. Also, instead of requiring "prompt" presentation of ordinances adopted to the mayor, specify a reasonable time period, such as "... shall be presented by the clerk to the mayor within forty-eight (48) hours of adoption.]*
- (b) The city shall provide for the preparation of a general codification of all the ordinances of the city having the force and effect of law. The general codification shall be adopted by the city council by ordinance and shall be published promptly, together with all amendments thereto, with this Charter, any amendment thereto, and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation shall be known and cited officially as "The Code of the City of Norcross, Georgia." Copies of the code shall be furnished to all elected and appointed officers, departments, and agencies of the city and made available for purchase by the public at a reasonable price as fixed by the city council.
- (c) The city council shall cause each ordinance and each amendment to this Charter to be typed or printed promptly following its adoption and the ordinance and Charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the city council. Following publication of the first Code of the City of Norcross, Georgia, and at all times thereafter, the ordinances and Charter amendments shall be typed or printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The city council shall make such further arrangements as deemed desirable

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(Supp. No. 38)

~~for with~~ reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

Sec. 2.27. Mayor pro tempore.

~~By a majority vote, the city council shall elect a councilmember to serve as mayor pro tempore.~~ During the absence or disability of the mayor for any cause, the mayor pro tempore or, in such mayor pro tempore's absence or disability for any reason, any one of the councilmembers chosen by a majority vote of the city council shall be clothed with all the rights and privileges of the mayor and shall perform the duties of the office of the mayor so long as such absence or disability shall continue. Any such absence or disability shall be declared by majority vote of all councilmembers. ~~The mayor pro tempore shall serve at the pleasure of the city council, shall continue to vote, and shall otherwise participate as a councilmember.~~ *[Rationale: To eliminate duplication of section title and centralize the duties of mayor pro tempore, the provisions of former Sec. 2.29 below have been combined with the provision of this section.]*

(1997 Ga. Laws, page 3517, § 3)

Sec. 2.28. The mayor; powers and duties.

The mayor shall be the chief elected officer of the city and as such shall have the following powers and duties:

- (1) To preside at all meetings of the city council and be recognized as the official head and spokesperson of the city for service of process and ceremonial purposes;
- (2) To vote on matters before the city council only in ~~the event~~ of a tie;
- (3) To sign timely, for and on behalf of the city, all contracts, ordinances, instruments, and other documents authorized by the city council and which are required to be in writing, unless otherwise directed or authorized by the city council;
- (4) To administer oaths and to take affidavits; and
- (5) To fulfill such other duties as authorized by the city council.

(1997 Ga. Laws, page 3517, § 3; 2007 Ga. Laws (Act No. 213), page 4066, § 1)

~~Sec. 2.29. Selection of mayor pro tempore.~~

~~By a majority vote, the city council shall elect a councilmember to serve as mayor pro tempore. The mayor pro tempore shall serve at the pleasure of the city council, shall continue to vote, and shall otherwise participate as a councilmember.~~ *[Rationale: To eliminate duplication of section title and centralize the duties of mayor pro tempore, the provisions of this section have been combined with the provisions of Sec. 2.27 above.]*

(1997 Ga. Laws, page 3517, § 3)

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Sec. 2.30. The city manager; general powers.

The city council shall appoint a city manager for an indefinite term and shall set his or her compensation in an employment contract. The city manager shall be appointed solely on the basis of ~~his~~ ~~that person's~~ executive and administrative qualifications ~~and, including~~ relevant experience.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

Sec. 2.31. Powers and duties of the city manager.

The city manager shall be the chief executive and administrative officer of the city. The city manager shall be responsible to the city council for the administration of all city affairs placed in his ~~or her~~ charge by or under this Charter. The city manager shall have the following powers and duties:

- (1) To appoint and, when he ~~or she~~ deems it necessary for the good of the city, suspend or remove ~~any all~~ city employees ~~or and~~ administrative officers; he ~~or she~~ appoints, except as otherwise provided by law ~~or personnel ordinances adopted pursuant to this Charter~~. The city manager may authorize any administrative officer who is subject to the city manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency; *[Rationale: Clarify that the city manager has the power to remove one or more city employees or administrative officers. Also, use of the word "law" and "ordinances" is redundant, as an ordinance is a law.]*
- (2) To direct and supervise the administration of all departments, offices, and agencies of the city ~~to~~ *ensure that the policies of the city council are carried out*, except as otherwise provided by this Charter or by law; *[Rationale: To further explain this duty of the city manager.]*
- (3) To attend all city council meetings and ~~participate~~ ~~have the right to take part~~ in discussion ~~as required~~, but the city manager may not vote;
- (4) *To ensure that all provisions of this Charter are faithfully adhered to; [Rationale: This is a suggested addition to the duties of the city manager.]*
- (5) *To issue follow through instructions on all matters decided by the city council; [Rationale: This is a suggested addition to the duties of the city manager.]*
- (6) *To assist the mayor in carrying out the duties of his office specifically reserved to the mayor, when requested by the mayor; To see that all laws, provisions of this Charter, and acts of the city council, subject to enforcement by the city manager or by officers subject to the city manager's direction and supervision, are faithfully executed; [Rationale: This is a suggested addition to the duties of the city manager.]*
- (7) To prepare and submit the annual operating budget and capital budget to the city council. Once approved for the following fiscal year, any increase in the appropriations for these budgets, whether accomplished through a change in anticipated revenues or through a transfer of appropriations among departments, shall require the approval of the city council. Such amendment shall be adopted by ordinance or resolution;
- (8) To submit to the city council a quarterly summary of the finances and administrative activities of the city, and to make available to the council and public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

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(97) To prescribe, require, publish, and implement standards of administrative management and operating procedures to be followed and adhered to by all offices, departments, boards, commissions, authorities, and other agencies of the city which are subject to the city manager's supervision;

(108) To act as the purchasing agent of the city;

(119) To make such other studies, reports, and investigations as the city council may require concerning the operations of city departments, offices, and agencies subject to the city manager's direction and supervision;

(129) To keep the city council fully advised as to the future needs of the city, and make such recommendations to the city council concerning the affairs of the city as he ~~or she~~ deems desirable; and

(134) To perform other such duties as are specified in this Charter or as may be required by the city council.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

Sec. 2.32. Budget authority and special funds.

The city manager shall have full authority to execute the city's annual operating budget and capital budget. Establishment of all special funds and authorization of expenditures from the special funds shall require approval of the city council. The city council shall also approve any operating or capital budget amendments requiring use of funds from the contingency special fund.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

Sec. 2.33. Council's noninterference with administration.

Except for the purpose of inquiries and investigations, the mayor and city council members shall not give orders or directions to any city employees who are subject to the direction and supervision of the city manager, either publicly or privately, directly or indirectly.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

Sec. 2.34. Removal of city manager.

The city council may remove the city manager from office in accordance with the following procedures:

- (1) The city council shall adopt by affirmative vote of two-thirds of its members a preliminary resolution which must state the reasons for removal and may suspend the city manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the city manager;
- (2) Within five days after a copy of the resolution is delivered to the city manager, he ~~or she~~ may file with the city council a written request for a public hearing. This hearing shall be held within 30 days after the request is filed. The city manager may file with the city council a written reply not later than five days before the hearing; and
- (3) If the city manager has not requested a public hearing within the time specified in paragraph (2) of this section, the city council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members. If the city manager has requested a public hearing, the city council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of ~~all~~ its members at any time after the public hearing.

The city manager shall continue to receive his ~~or her~~ salary until the effective date of a final resolution of removal.

[Rationale: Cosmetic changes only.]

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

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Sec. 2.35. Acting city manager.

By letter filed with the city clerk, the city manager shall designate a ~~qualified~~ city administrative officer to exercise the powers and perform the duties of city manager during his or her temporary absence or disability. During such absence or disability, the city council may revoke such designation at any time and appoint another officer of the city to serve until the city manager shall return or his ~~or her~~ disability shall cease.

[Rationale: What is the definition of "qualified" in this context? The use of the term seems ambiguous.]

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

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ARTICLE III. EXECUTIVE BRANCH

Sec. 3.10. Administrative and service departments.

- (a) The mayor and city council by ordinance may establish, abolish, merge, or consolidate offices, positions of employment, departments, and agencies of the city, as necessary for the proper administration of the affairs and government of the city. The mayor shall recommend and the city council shall prescribe the functions and duties of existing departments, offices, and agencies or of any departments, offices, and agencies created or established by this Charter; may provide that the same person shall fill any number of offices and positions of employment; and may transfer or change the function or duties of offices, positions of employment, departments, and agencies of the city.
- (b) The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the city council. Each department shall consist of such officers, employees, and positions as may be provided by this Charter or by ordinance. There shall be a department head of each department who shall be its principal officer. Each department head shall, subject to the direction and supervision of the ~~city manager~~ mayor and city council, be responsible for the administration and direction of the affairs and operations of his department.
- (c) ~~Except as otherwise provided by this Charter,~~ With the exception of the city attorney and the city accountant, the department heads and other appointed officers of the city shall serve at the pleasure of the ~~city manager~~ mayor and city council. Vacancies occurring in an appointive office shall be filled in the same manner as prescribed by this Charter for an original appointment.
- (d) Except as otherwise provided by law, the department heads and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.
- (e) All appointed officers and department heads shall receive such compensation as prescribed by ordinance of the city council.

[Rationale: To clarify that city manager has the sole authority to appoint, direct, supervise, and remove any department head or appointed officer except the city attorney and the city accountant.]

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(1996 Ga. Laws, page 3666, § 6; 1997 Ga. Laws, page 3517, § 4)

Sec. 3.11. Boards, commissions and authorities.

- (a) The city council may create by ordinance such boards, commissions and authorities to fulfill any investigative, quasi-judicial or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof.
- (b) All members of boards, commissions and authorities of the city shall be appointed by the mayor and confirmed by the city council for such terms of office and such manner of appointment as provided by ordinance, except where other appointing authority, terms of office or manner of appointment is prescribed by this Charter or by law.
- (c) Except as otherwise provided by Charter or by law, no voting member of any board, commission or authority shall hold any elective office in the city.
- (d) Any vacancy in the office of any member of a board, commission or authority of the city shall be filled for the unexpired term in the manner prescribed herein for the original appointment, except as otherwise provided by this Charter or by law.
- (e) No member of any board, commission or authority shall assume office until he shall have executed and filed with the clerk of the city an oath obligating himself to perform faithfully and impartially the duties of his office, such oath to be prescribed by ordinance of the city council and administered by the mayor.
- (f) Any member of a board, commission or authority may be removed from office by a vote of a majority of the members of the city council.
- (g) The city council, by ordinance, may provide for the compensation and reimbursement for actual and necessary expenses of members of boards, commissions and authorities in the performance of their official duties.
- (h) The qualifications required of members of boards, commissions and authorities shall be prescribed by ordinance.
- (i) Except as otherwise provided by this Charter or by law, each board, commission or authority of the city government shall elect one (1) of its members as chairman and one (1) member as vice chairman for terms of one (1) year, and may elect as its secretary an employee of the city. Each board, commission or authority of the city government may establish (after approval by the mayor and councilmembers) such bylaws, rules and regulations, not inconsistent with this Charter, an ordinance of the city, or law, as it deems appropriate and necessary for the conduct of its affairs. Copies of such bylaws, rules and regulations shall be filed with the clerk of the city.

Sec. 3.12. City clerk.

The city manager shall appoint a city clerk who shall not be a council member. The city clerk shall be custodian of the official city seal, maintain city council records required by this Charter, and perform such other duties as may be required by the mayor and city council. The city manager may also appoint a deputy clerk as the city manager shall deem necessary to assist the city clerk in performing his duties.

[Rationale: This is a suggested addition in the event that the city clerk needs assistance..]

(2007 Ga. Laws (Act No. 213), page 4069, § 3)

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Sec. 3.13. City treasurer.

The city manager shall appoint a city treasurer to collect all taxes, licenses, fees, and other moneys belonging to the city subject to the provisions of this Charter and the ordinances of the city, and to enforce all laws of Georgia relating to the collection of delinquent taxes and sale or foreclosure for nonpayment of taxes to the city. The city treasurer shall also be responsible for the general duties of a treasurer and fiscal officer. The city clerk and city treasurer shall not be the same person.

(2007 Ga. Laws (Act No. 213), page 4069, § 3)

Sec. 3.14. City attorney.

The mayor and city council shall appoint a city attorney, together with such assistant city attorneys, as may be authorized by ordinance. ~~The city council shall provide for the payment of such attorney or attorneys for services rendered to the city.~~ The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a party, may be the prosecuting officer in the municipal court, shall attend the meetings of the city council as directed, shall advise the mayor, city council and other officers and employees of the city concerning legal aspects of the city's affairs, and shall perform such other duties as may be required of him by virtue of his position as city attorney.

The city council shall provide for the payment of such attorney or attorneys for services rendered to the city.

[Rationale: The provision for payment of attorney's fees should follow the duties of the city attorney.]

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Sec. 3.15. City accountant.

The mayor may appoint and the city council shall confirm a city accountant to perform the duties of an accountant.

Sec. 3.16. City auditor.

The city manager shall contract with confirmation of the city council an outside firm to perform the duties of a city auditor.

(2007 Ga. Laws (Act No. 213), page 4070, § 4)

Sec. 3.17. Human resources.

- (a) *Human resources manager.* The city manager shall appoint a human resources manager who shall be responsible for policies and practices related to the equitable treatment of city employees.
- (b) *The city position classification and pay plan.* The human resources manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city manager and then to the city council for approval. Such plan shall apply to all employees of the city and any of its agencies, departments, boards, commissions, or authorities. When a pay plan has been adopted, the city council shall not increase or decrease the salary range applicable to any position except by amendment of such pay plan. The city manager shall apply the pay plan to city employees. For purposes of this section, all elected city officials are not city employees.
- (c) *Employee rules and regulations.* The city manager shall present to the city council for approval rules and regulations consistent with this Charter concerning:
 - (1) The method of employee selection and probationary periods of employment;

(Supp. No. 38)

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- (2) The administration of a position classification and pay plan, methods of promotion and applications of service ratings thereto, and transfer of employees within the classification plan;
- (3) Hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and the order and manner in which layoffs shall be effected;
- (4) Such dismissal hearings as due process may require; and
- (5) Such other personnel notice as may be necessary to provide for adequate and systematic handling of personnel affairs.

(1997 Ga. Laws, page 3517, § 5; 2007 Ga. Laws (Act No. 213), page 4070, § 4)

Sec. 3.18. Appointment of elected officials.

No person holding an elective office in the City of Norcross shall be eligible for appointment as a city employee during the term of office for which he ~~or she~~ was elected or within two years after the expiration of his ~~or her~~ term of office.

(2007 Ga. Laws (Act No. 213), page 4070, § 4)

ARTICLE IV. MUNICIPAL COURT

Sec. 4.10. Creation.

There is established a court to be known as the Municipal Court of the City of Norcross (~~hereafter the "city"~~), which shall have jurisdiction and authority to try offenses against the laws and ordinances of ~~thesaid~~ city and to punish for a violation of the same. Such court shall have the power and authority to enforce its judgments by the imposition of such penalties as may be provided by law; to punish witnesses for nonattendance, and to punish also any person who may counsel or advise, aid, encourage or persuade another whose testimony is desired or material in any proceeding before said court to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases which under the laws of Georgia are placed within the jurisdiction of municipal courts to the extent of and in accordance with the provisions of such laws and all law subsequently enacted amendatory thereof.

Sec. 4.11. Chief judge; associate judge; solicitor.

- (a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or standby judges as shall be provided by ordinance. The method of selection and terms of such judges shall be provided by ordinance.
- (b) No person shall be qualified or eligible to serve as a judge on the municipal court unless he shall have attained the age of 21 years and shall be a member of the State Bar of Georgia. All judges shall be appointed by the mayor and confirmed by the city council and shall serve at the pleasure of the mayor and city council.
- (c) Compensation of the judges shall be fixed by the city council by ordinance.
- (d) Before assuming office, each judge shall take an oath, given by the mayor, that he will honestly and faithfully discharge the duties of his office to the best of his ability and without fear, favor or partiality. The oath shall be entered upon the minutes of the city council journal required in section 2.20 of this Charter.

- (e) At the request of the presiding municipal judge, a solicitor and an assistant solicitor may be appointed by the mayor and confirmed by the city council. The method of selection and terms of such solicitors shall be provided by ordinance.

Sec. 4.12. Convening.

The municipal court shall be convened at such times as designated by ordinance or ~~at such times~~ as the court deems necessary to keep current the dockets thereof. *[Rationale: To eliminate duplicative phrase.]*

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Sec. 4.13. Jurisdiction; powers.

- (a) The municipal court shall try and punish violations of this Charter, all city ordinances, and such other violations as provided by law.
- (b) The municipal court shall have the authority to punish those in its presence for contempt, provided that such punishment shall not exceed a fine of \$200.00 or ten days in jail.
- (c) The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of \$1,000.00 or imprisonment for 180 days, or both, or may fix punishment by fine, imprisonment or alternative sentencing as now or hereafter provided by law. The municipal judge may appoint counsel as required by law at the request of any person sentenced to a jail term who is found to be indigent.
- (d) The municipal court shall have the authority to establish a schedule of fees to defray the costs of operation and shall be entitled to reimbursement of the actual cost of meals, transportation and caretaking of prisoners bound over to superior courts for violation of state law.
- (e) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as surety bond for the appearance of persons charged with violations. Whenever any person shall give bail for his appearance and shall fail to appear at the time fixed for trial, his bond may be forfeited by the judge presiding at such time and an execution shall be issued thereon by serving the defendant and his sureties with a rule nisi at least two (2) days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond or security for the appearance of a defendant at trial and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City of Norcross, or the property so deposited shall have a lien against it for the value forfeited, which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.
- (f) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears by probable cause that state law has been violated.
- (g) The municipal court shall have the same authority as superior courts to administer oaths as are necessary and to perform all other acts necessary and proper to the conduct of said court.
- (h) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summonses, subpoenas and warrants which may be served as executed by any officer as authorized by this Charter or by law.
- (i) The municipal court is specifically vested with all the jurisdiction and powers throughout the geographic area of the City of Norcross granted by law to municipal courts and particularly by such laws as authorize the abatement of nuisances and prosecution of traffic violations.

Sec. 4.14. Appeal and certiorari.

- (a) A review of a decision of the municipal court, in the case of traffic violations, may be by direct appeal to the ~~Superior Court of Gwinnett County, Georgia~~ (hereafter the "superior court"), and any bond as may be required to secure the costs of appeal to the ~~Superior Court of Gwinnett County, Georgia, superior court~~ from the municipal court shall lie as prescribed by law. An appeal to the superior court shall not be a de novo proceeding.
- (b) The right of certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of the judge of the ~~superior court of Gwinnett County~~ under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari. *[Rationale: Cosmetic changes only.]*

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Sec. 4.15. Rules of court.

With the approval of the city council, the municipal judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the city council may adopt in part or in ~~full~~ ~~to~~ the rules and regulations applicable to the superior courts under the laws of the State of Georgia. The rules and regulations made or adopted for said court shall be filed with the city clerk, shall be available for public inspection, and, upon request, a copy shall be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

ARTICLE V. ELECTIONS**Sec. 5.10. Applicability of general law.**

All elections shall be held and conducted in accordance with chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.11. Regular elections; time for holding.

The city council shall cause an election to be held at the city hall or such other place in the city as the city council shall direct and designate. All general municipal elections held prior to the election of 2023 shall be held on the Tuesday next following the first Monday in November of each year, except that no such election shall be held in 2022. The general municipal election of 2023 and all subsequent general municipal elections shall be held on the Tuesday next following the first Monday in November of each odd numbered year. The term of each elected officer shall begin on the day and hour of taking the oath of office as provided in Article II, Section 2.18 of this Charter. Notwithstanding any other provision of this Charter, no term of office to which a person has been elected prior to the date this section becomes effective in 2019 shall be shortened or lengthened except pursuant to the procedures established by general law.

(Res. of 3-4-2019 , § 2)

Sec. 5.12. Qualifying; absentee ballots; other provisions.

~~Except as otherwise provided by this Charter, the~~ city council ~~, by ordinance,~~ may prescribe rules and regulations governing qualifying fees, absentee ballots, write-in votes, challenge of votes, and such other rules and

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(Supp. No. 38)

regulations as ~~required by the provisions of it deems necessary to fulfill any options and duties under chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," codified as~~ O.C.G.A. § 21-2-1 et seq., as now or hereafter amended. *[Rationale: The city council must comply, by ordinance or otherwise, with the state election code, and this section was modified to remove any perceived "discretion" of the city council in establishing any rules or regulations in conflict with the election code.]*

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.13. Election by majority vote.

The mayor and councilmembers shall be elected by a majority vote of the votes cast for each position. The procedures and requirements for election of all elected officers of the city shall be in conformity with the provisions of chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.14. Special elections; vacancies.

In the event that the office of the mayor or any councilmember shall become vacant for any cause whatsoever, the city council or those remaining shall order a special election to fill the balance of the unexpired term of such official. ~~provided, however, if such vacancy occurs within nine (9) months of the expiration of the term of office of the mayor or any councilmember, said vacancy in office shall be filled by appointment by the remaining members of the city council. In all other respects, a~~ special election shall be held and conducted in accordance with ~~chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," O.C.G.A. § 21-2-1 et seq.~~, as now or hereafter amended. *[Rationale: The provisions of state law governing special elections shall be strictly followed, thereby eliminating the need for additional special election provisions]*

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.15. Grounds for removal.

- (a) The mayor ~~or~~ any councilmember shall be subject to removal from office for any one or more of the following causes:
- (1) Incompetence, misfeasance or malfeasance in office;
 - (2) Conviction of a crime involving moral turpitude;
 - (3) Failure at any time to possess any qualifications of office as provided by this Charter or by law;
 - (4) Willful violation of any ~~express~~ prohibition of this Charter; *[The word "express" is unnecessary.]*
 - (5) Abandonment of office or neglect to perform the duties thereof; or
 - (6) Failure for any other cause to perform the duties of office as required by this Charter or by state law.
- (b) Removal of an elected officer pursuant to subsection (a) of this section shall be accomplished by one of the following methods:
- (1) ~~Removal of an elected officer from office may be accompanied by~~ two-thirds (⅔) of the vote of the entire membership of the city council. In the event an elected officer is sought to be removed by the action of the city council, such officer shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing which shall be held not less than ten days after the service

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of such written notice. Any elected officer sought to be removed from office as provided in this section shall have the right of appeal from the decision of the city council to the Superior Court of Gwinnett County (hereafter the "superior court"). Such appeal shall be governed by the same rules as govern appeals to the superior court from the probate court; or

- (2) By an order of the ~~Superior Court of Gwinnett County~~ following a hearing on a complaint seeking such removal brought by any resident of the City of Norcross, Georgia.

[Rationale: To simplify the provisions of this section.]

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ARTICLE VI. FINANCE AND FISCAL

Sec. 6.10. Property taxes.

All property subject to taxation for state and county purposes, assessed as of January 1 in each year, shall be subject to any property tax levied by the City of Norcross (hereafter the "city"). The city shall use the county assessment for the year in which the city taxes are to be levied. The county is to furnish appropriate information for such purpose unless otherwise directed by state law. The maximum ~~general operation~~ millage rate will be 15 mills.

Sec. 6.11. Property tax levy.

The city council shall assess and collect an ad valorem tax on all real and personal property within the corporate limits of the city as permitted by state law for the purpose of raising revenues to defray the costs of operating the city government, of providing governmental services, for the repayment of principal and interest on general obligations, and for any other public purpose as determined by the city council in its discretion.

Sec. 6.12. Millage rate; due dates and payment methods.

The city council, by ordinance, shall establish a millage rate for the city property tax, a due date and the time period within which these taxes must be paid. The city council by ordinance may provide for the payment of the taxes by installments or in one (1) lump sum, as well as authorize the voluntary payment of taxes prior to the time when due.

Sec. 6.13. Occupational and business taxes.

The city council, by ordinance, shall have the power to levy such occupation or business taxes as are not prohibited by law. Such taxes may be levied on both individuals and corporations who transact business in the city or who practice or offer to practice any profession or calling therein to the extent such persons have a constitutionally sufficient nexus to the city to be so taxed. The city council may classify businesses, occupations, professions or callings for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in section 6.19 of this Charter.

Sec. 6.14. Licenses; permits; fees.

The city council, by ordinance, shall have the power to require any individuals ~~or corporations~~ who transact~~s~~ business in this city or who practice~~s~~ or offer~~s~~ to practice any profession or calling therein to register or obtain a license or permit for such activity from the city and pay a reasonable fee for such license or permit where such activities are not ~~now~~ regulated by general law in such a way as to preclude city regulations, regardless of whether or not the individual or corporation has an office or establishment within the city. The city council shall be

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(Supp. No. 38)

authorized to fix the amount, terms and manner of issuing and revoking licenses or permits, subject to the laws of Georgia and the United States. This power is conferred pursuant to the police powers of the city and for the purpose of raising revenue for the operation of city government through the imposition of a fee for the privilege of operating within the city. Such fees may reflect the total cost to the city of regulating the activity and, if unpaid, shall be collected as provided in section 6.19 of this Charter. The city council by ordinance may establish reasonable requirements for obtaining or keeping such licenses as the public health, safety and welfare necessitate. *[Rationale: To eliminate duplicate sections of this Charter by combining the provisions of this section with the provisions of Section 7.14.]*

Sec. 6.15. Sewer service charges.

The city council, by ordinance, shall have the right, power and authority to assess and collect fees, charges and tolls for sewer services rendered both inside and outside the corporate limits of the city, to provide for the total cost and expense of providing for the collection and disposal of sewage through the sewerage facilities of the city. If unpaid, said sewer service shall constitute a lien against any property of persons served, which lien shall be second in priority to liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes as provided in section 6.19 of this Charter.

Sec. 6.16. Sanitary and health service charges.

The city council, by ordinance, shall have authority to provide for, to enforce, to levy and to collect the total costs of sanitary and health services provided or made available inside or outside the corporate limits of the city. Such authority shall include the power to assess, levy and collect annual or monthly sanitary taxes or fees in such amount, or amounts, and based upon and in accordance with such classification of property and sanitary service or services provided, as may be fixed by ordinance. Said sanitary taxes and assessment thereof shall be a charge and lien against the real estate ~~for in respect to~~ which said taxes are so assessed and the owner or owners thereof, superior to all other liens except liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes as provided in section 6.19 of this Charter.

Sec. 6.17. Special assessments.

The city council, by ordinance, shall have the power and authority to assess and collect impact fees or other special assessment fees to cover all or part of the cost of constructing, reconstructing or improving any public way, street, sidewalk, curbing, gutters, sewers, water systems or other utility mains and appurtenances, against the abutting property owner or the owners of any property having a constitutionally sufficient nexus to the needed public improvement under such reasonable terms and conditions as may be prescribed by ordinance. Such special assessments shall become delinquent 30 days after their due dates, shall thereupon be subject, in addition to fieri facias charges, to a penalty of 10 percent and shall thereafter be subject to interest at the rate of nine percent (9%) per annum from date due until paid. A lien shall exist against the affected property superior to ~~all~~ other liens, except that it shall be of equal dignity with liens for county and city property taxes; and said lien shall be enforceable by the same procedure and under the same remedies as a lien for city property taxes as provided in section 6.19 of this Charter.

Sec. 6.18. Construction; other taxes.

~~This~~ city shall be empowered to levy any other tax allowed ~~now or hereafter~~ by law, and the specific mention of any right, power or authority in this article shall not be construed as limiting in any way the general powers of ~~the~~ city to govern its local affairs.

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Sec. 6.19. Collection of delinquent taxes and fees.

The city council, by ordinance, may provide for the collection of delinquent taxes, fees, or other revenues due the city under Sections 6.10 through 6.18 of this Charter by fieri facias issued by the General Government Administration department ~~head~~ and executed by any police officer of the city or the city marshal under the same ~~procedure~~s provided by the law governing execution of such process from the superior court or by the use of any other available legal processes and remedies. The city council shall be authorized to impose an interest penalty upon delinquent tax payments to the city in an amount not exceeding the maximum rate of interest allowable under the laws of Georgia. A lien shall exist against all property upon which the city property taxes are levied, as of the assessment date of each year, which lien shall be superior to ~~all~~ other liens, except that it shall have equal dignity with those of federal, state, or county taxes. In case of hardship, the city council shall have discretionary authority to waive any and all penalties imposed by this Charter on delinquent taxes, assessments, or ~~on~~ other amounts due to the city.

(1996 Ga. Laws, page 3666, § 7; 1997 Ga. Laws, page 3517, § 6)

Sec. 6.20. Transfer of executions.

The ~~g~~General ~~G~~overnment ~~A~~administration department head shall be authorized to assign or transfer any fieri facias or execution issued for any tax, street, sewer, or other assessment in the same manner and to the same extent as provided by Georgia law regarding sales and transfers of tax fieri facias; provided, however, that upon levy of execution and sale of property pursuant to such tax fieri facias, whether assigned, transferred, or executed by the city, the owner of such property, in fee simple or lesser interest, shall not lose his or her right to redeem the property in accord~~ance~~ with the requirements of redemption of property sold under state or county ad valorem tax fieri facias as said requirements ~~now exist or~~ may be ~~hereinafter~~ provided by law.

(1996 Ga. Laws, page 3666, § 8)

Sec. 6.21. General obligation bonds.

The city council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program or venture authorized under this Charter or the general laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.

Sec. 6.22. Revenue bonds.

Revenue bonds may be issued by the city council as state law ~~now or hereafter~~ provides. Such bonds are to be paid out of any revenues produced by the project, program or venture for which they were issued.

Sec. 6.23. Short-term loans.

The city may obtain short-term loans between January 1 and December 31 of each year and must repay such loans not later than December 31 of each year.

Sec. 6.24. Fiscal year.

The city council shall set the fiscal year by ordinance. This fiscal year shall constitute the budget year and the year for financial accounting and reporting for each and every office, department, ~~institution~~, agency and activity of the city government, unless otherwise provided by state or federal law.

Sec. 6.25. Preparation of budgets.

The city council shall provide an ordinance on the procedures and requirements for the preparation and execution of an annual operating budget, a capital improvement program, and a capital budget, including requirements as to the scope, content and form of such budgets and programs.

Sec. 6.26. Submission of the operating budget to the city council.

On or before a date fixed by the city council, but not later than 60 days prior to the beginning of each fiscal year, the city manager shall prepare and submit to the city council a proposed operating budget for the ensuing fiscal year. The budget shall be accompanied by a message from the city manager containing a statement of the general fiscal policies of the city, the important features of the budget, ~~an~~ explanations of major changes recommended for the next fiscal year, a general summary of the budget, and such other comments and information as he ~~or she~~ may deem pertinent. The operating budget, the capital improvements budget ~~provided for in this chapter~~, the budget message, and all supporting documents shall be filed in the office of the city clerk and shall be open to public inspection.

(1997 Ga. Laws, page 3517, § 7; 2007 Ga. Laws (Act No. 213), page 4071, § 5)

Sec. 6.27. Action by city council on operating budget.

- (a) The city council may amend the proposed operating budget, except that the budget as finally amended and adopted must provide for all expenditures required by state law or by other provisions of this Charter and for all debt service requirements for the ensuing fiscal year, and the total appropriations from any fund shall not exceed the estimated fund balance, reserves, and revenues.
- (b) The city council, by ordinance, shall adopt the final operating budget for the ensuing year not later than the last day of the ~~current fiscal~~ year. If the city council fails to adopt the budget by this date, the amounts appropriated for operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items prorated accordingly, until such time as the city council adopts a budget for the ensuing fiscal year. Adoption of the budget shall take the form of an appropriations ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organizational unit, purpose, or activity as set out in the budget document.
- (c) The amount set out in the adopted operating budget for each organizational unit shall constitute the annual appropriation for such item, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations or allotments thereof to which it is chargeable, unless authorized by the city council.
- (d) The city council shall be authorized to establish a tax millage rate each year to ensure that the necessary revenue will be available to meet the appropriations provided for in ~~the said~~ budget. The tax millage rate levied by the city council shall not exceed 15 mills to cover general operating expenses. An additional millage rate may be levied for the retirement of bonded indebtedness.

(1997 Ga. Laws, page 3517, § 8)

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(Supp. No. 38)

Sec. 6.28. Changes in appropriations.

The city council may make changes in the appropriations in addition to those contained in the current operating budget at any regular meeting or special or emergency meeting called for such purposes.

Sec. 6.29. Capital improvements budget.

- (a) On or before a date fixed by the city council, but not later than 60 days prior to the beginning of each fiscal year, the city manager shall prepare and submit to the city council a proposed capital improvements budget with recommendations as to the means of financing the improvements proposed for the ensuing fiscal year. The city council shall have the power to accept, with or without amendments, or reject the proposed capital improvements budget ~~program~~ and proposed means of financing the proposed improvements. The city council shall not authorize an expenditure for the construction of any building, structure, work, or improvement, unless the appropriations for such project are included in the capital improvements budget, except to meet a public emergency as provided in Section 2.24 of this Charter.
- (b) The city council shall adopt by ordinance the final capital improvements budget for the ensuing fiscal year not later than December 31 of each year. No appropriations provided for in a prior capital improvements budget shall lapse until the purpose for which the appropriations were made shall have been accomplished or abandoned; provided, however, the mayor or any member of the city council may submit amendments to the capital improvements budget at any time during the fiscal year, accompanied by recommendations for such amendments. Any ~~such~~ amendments to the capital improvements budget shall become effective only upon adoption by ordinance.

(1997 Ga. Laws, page 3517, § 9; 2007 Ga. Laws (Act No. 213), page 4071, § 6)

Sec. 6.30. Independent audit.

There shall be an annual independent audit of all city accounts, funds and financial transactions by a certified public accountant selected by the mayor and confirmed by the city council. The audit shall be conducted according to generally accepted accounting principles. Any audit of any funds by the state or federal government may be accepted as satisfying the requirements of this Charter. Copies of all audit reports shall be available at printing costs to the public.

Sec. 6.31. Procurement and property management; contracting procedures.

(a) The City of Norcross (hereafter the "city") shall be authorized to make purchases and enter into contracts as follows:

(1) Each department head shall serve as purchasing agent for his department and shall, pursuant to written purchasing policies and procedures established by the city, negotiate the purchase of all capital expenditures, goods and services for his department. The department head or his designee shall approve all purchases and submit them to the General Government Administration Department, which is subject to the supervision and direction of the city manager. All contracts shall be made or authorized by the city council and no contracts shall bind the city unless:

(2) All contracts ~~it is~~ shall be in writing to be binding upon the city.

(3) Provided all written purchasing procedures and contracting requirements are fulfilled as established and adopted by the city, the city manager shall have the authority to bind the city by contract for any purchase of equipment, supplies and professional services where cost is less than \$30,000.00.

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(4) ~~At the discretion of city council, in event a~~ contracts for goods or services ~~is~~ in excess of \$1,500.00, ~~it shall may~~ be drawn by or submitted

and reviewed by the city attorney and, ~~as a matter of course, shall be~~ signed by him to indicate such drafting or review, ~~and~~ _____

(5) ~~Upon approval by motion of the city council, all other contracts shall be authorized and signed by the mayor or a person designated in writing by the city council provided the designation is for a specific contract or subject. It is made or authorized by the city council and s~~Such approval ~~shall be~~ entered in the city council journal of proceedings pursuant to section 2.201 of this Charter.

(6) ~~City council approval is required for all purchases and services where cost is \$30,000 or more.~~

(b) ~~No contract for the sale, lease or purchase of real estate shall be valid without the approval of city council.~~

(c) ~~The city clerk shall authenticate all contracts and shall maintain a file of original copies of all city contracts.~~

[Rationale: To make the provisions of this section consistent with Sections 16-73, 16-74 and 16-76 of the City of Norcross Code of Ordinances and Section II of the city's Financial Management Policies].

Sec. 6.32. Centralized purchasing.

The city council may by ordinance prescribe procedures for a system of centralized purchasing for the city.

Sec. 6.33. Sale of city property.

- (a) The city council may sell and convey any real or personal property owned or held by the city for governmental or other purposes as ~~now or hereafter~~ provided by law.
- (b) The city council may quitclaim any rights it may have in property ~~not needed~~ for public purposes upon report by the mayor and adoption of a resolution by the city council, both ~~stating in writing~~ finding that the property is not needed for public ~~or other~~ purposes and that the interest of the city has no readily ascertainable monetary value.
- (c) Whenever in opening, extending, or widening any street, avenue, alley, or public place of the city a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the city council may authorize the mayor to execute and deliver in the name of the city a deed conveying said cut off or separated parcel or tract of land to an abutting or adjoining property owner or owners in exchange for rights of way of said street, avenue, alley, or public place when such exchange is deemed to be in the best interest of the city. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

(1997 Ga. Laws, page 3517, § 10)

ARTICLE VII. MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

Sec. 7.10. Municipal services; streets.

The city council shall have the power and authority to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control over the streets, alleys, squares and sidewalks of the city. The city council shall provide for the removal of any and all obstacles and nuisances in regard to the streets, alleys, or sidewalks, or other public places within the city and shall adopt appropriate ordinances to accomplish this purpose.

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Sec. 7.11. Municipal utilities.

The city council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of waterworks, electric lights, and sewerage systems; to establish rates and charge fees for services rendered in any of said systems; to finance any of thesaid systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of thesaid systems, both inside and outside the corporate limits; and to contract to furnish the services of thesaid systems to consumers outside the corporate limits of the city.

Sec. 7.12. Sewers and drains.

The city council shall have the power and authority to provide for the establishment, extension and maintenance of a system of sewers and drains, together with a sewerage disposal system. This power includes the authority to extend thesaid system beyond the corporate limits. For these purposes the city is granted the power of eminent domain both inside and outside the corporate limits. The city council may provide by ordinances for reasonable connection fees for tapping on to the water and sewer lines of thesaid city and may compel citizens to tap into the same when such services are made available. The city council may cause said connection to be made when the owners refuse and issue executions to be made for the amount so expended, which executions shall create a lien on the property connected with said water and sewerage system from the date of the order or connection.

Sec. 7.13. Rights-of-way.

The city shall have the right, easement and franchise of laying the necessary mains, pipes, conduits and drains, for waterworks and sewerage system purposes along the highways in the County of Gwinnett, without cost; it shall have full power and authority to enact and enforce such rules and regulations and ordinances as may be necessary to protect the water basin and watershed from which the water supply is taken from contamination and to protect said waterworks and sewerage system, including the mains, pipes, and conduits whether the same be situated inside or outside the corporate limits of the city.

Sec. 7.14. Power to regulate and license.

~~The city council shall have the power and authority to provide by ordinance for the registration and licensing of any trade, business, occupation, vocation, profession, or any and every other undertaking pursued for the purpose of personal gain or profit of whatever nature, engaged in or carried on within the limits of the city, regardless of whether or not the subject has an office or establishment within the city. The city council shall be authorized to fix the amount, terms and manner of issuing and revoking licenses, provided that this authority is subject to the constitutions and laws of the United States and State of Georgia. This power is conferred for the purpose of regulation under the police powers of the city and for the purpose of raising revenue for the operation of the city government through the imposition of a tax or fee on the privilege of operating within the city. This authority extends over individuals, partnerships, associations, corporations and their agents and any other legal entity capable of transacting business. Rationale: The provisions of this section appear to be duplicative of Section 6.14 of this Charter.~~

Sec. 7.15. Franchises.

The city council shall have the authority to exercise control over the streets of the city. The power is conferred upon the city council to grant franchises for the use of teh city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, cable television companies, gas companies,

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transportation companies and other similar organizations. This franchise right extends to, but is not limited to, the erection of poles, stringing wires, and laying of pipes, lines or conduits both above and below the ground surface. The council shall determine the duration, provisions, terms, and whether the same shall be exclusive or nonexclusive and the consideration for such franchises; provided, however, that no franchise shall be granted for a period in excess of 35 years and no franchise shall be granted unless the city receives just and adequate compensation therefor. The city council shall provide for the registration of all franchises with the city clerk in the registration book kept by the city clerk ~~her or him~~. The city council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Sec. 7.16. Building, housing, electrical and plumbing regulations.

The city council shall have the power and authority to enact such reasonable rules and regulations as it may deem necessary or expedient regarding the construction and maintenance of buildings, remodeling of buildings, plumbing and electrical wiring and equipping of buildings, in order to promote the safety and welfare of its citizens and to guard against fire or other property damage. This power may, in the discretion of the city council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes as may be deemed proper. The city council shall be empowered to direct the city manager to engage the necessary city personnel to enforce such rules and regulations as adopted and to charge reasonable fees for inspections and permits. ~~and~~ The city council may also require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The city council may enact all ordinances necessary to enforce such rules and regulations.

ARTICLE VIII. ZONING

Sec. 8.10. Zoning board.

The mayor shall recommend and the city council shall appoint a planning and zoning board and the city council shall adopt ordinances and regulations for the administration thereof. The zoning board shall be advisory in nature and must review all matters before them in full recognition of the criteria set forth in the City of Norcross (hereafter the "city"). land use plan.

Sec. 8.11. Zoning board of appeals.

The mayor shall recommend and the city council shall appoint a zoning board of appeals to hear cases involving variances from the city's zoning rules and regulations.

ARTICLE IX. GENERAL PROVISIONS

Sec. 9.10. Bonds for officials.

The officers and employees of the city, both elective and appointive, shall execute such surety or fidelity bonds in the amounts and upon such terms and conditions as the city council shall from time to time require by ordinance or as may be provided by law.

Sec. 9.11. Existing ordinances, resolutions, rules and regulations.

Existing ordinances, resolutions, rules and regulations of the City of Norcross not in conflict with the provisions of this Charter shall continue in force, unless repealed or amended by the city council. To the extent the

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(Supp. No. 38)

Code of the City of Norcross conflicts with this Charter, the Charter shall control. Existing rules and regulations of departments or agencies not in conflict with the provisions of this Charter shall continue in force and effect until they have been repealed or amended.

Sec. 9.12. Construction.

- (a) Section captions in this Charter are informative only and shall not be considered as a part thereof.
- (b) The word "shall" is mandatory and the word "may" is permissive.
- (c) The singular shall include the plural, and vice versa, and the masculine shall include the feminine, ~~and vice versa.~~

Sec. 9.13. Penalties.

The violation of any provision of this Charter, for which a penalty is not specifically provided for herein, shall be punishable by a fine of not more than \$1,000.00, or by imprisonment not to exceed 30 days, or both such fine and imprisonment.

Sec. 9.14. Existing ~~employees~~ personnel and officers.

Except as specifically provided otherwise by this Charter, all ~~employees~~ personnel and officers of the city and their rights, privileges, and powers shall continue beyond the time this Charter takes effect for a period of 30 days before or during which the ~~existing~~ city council shall pass a transition ordinance detailing the changes in personnel and appointive officers required or desired and arranging such titles, specifying the rights, privileges and powers of such employees and officers as may be required or desired to allow a reasonable transition.

Sec. 9.15. Pending matters.

Except as specifically provided otherwise by this Charter, all rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue and any such ongoing work or cases shall be completed by such city agencies, personnel or offices as may be provided by the city council.

Sec. 9.16. Severability.

If any article, section, subsection, paragraph, sentence or part of this Charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the other parts of this Charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional, it being the legislative intent in enacting this Charter that each article, section, subsection, paragraph, sentence or part thereof be enacted separately and independent of each other.

Sec. 9.17. Specific repealer.

An Act incorporating the City of Norcross, in the County of Gwinnett, approved February 11, 1977 (1977 Ga. Laws, page 2546), is repealed in its entirety and all amendatory acts thereto are likewise repealed in their entirety.

Sec. 9.18. General repealer.

All laws and parts of laws in conflict with this Act are repealed.

PART I - CHARTER AND RELATED LAWS
Subpart B RELATED LAWS

Subpart B RELATED LAWS

ARTICLE II. HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION²

²Editor's note(s)—Printed herein is 1990 Ga. Laws (Act No. 798) p. 3941, as enacted by the Georgia General Assembly. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Act. Any provisions regarding the notice to introduce legislation, call for special election, form of ballot, and the repealing clause have been omitted. Obvious misspellings and punctuation errors have been corrected without notation. The style used for headings and catchlines has been made uniform and consistent with those appearing in the Code. Additions made for clarity, such as consistent state statute citations and catchline modifications, are indicated by brackets.

Sec. 1. Statutory authorization.

The following legislation pertaining to homestead exemptions in the City of Norcross is enacted pursuant to ~~Article VII, Section II, paragraph II~~ of the Constitution of the State of Georgia, relating to exemptions from taxation of property.

Sec. 2. Exemptions granted.

- (a) Each resident of the City of Norcross (~~hereafter the "city"~~) is granted a homestead exemption from all ~~City of Norcross~~ ad valorem taxes levied by the city, except taxes to pay interest on the retired bonded indebtedness, in the amount of \$9,000.00 of the value of the homestead owned and occupied by said resident within the ~~city~~ ~~City of Norcross~~. The value of the homestead in excess of the exempted amount shall remain subject to taxation.
- (b) Each resident of the ~~city~~ ~~City of Norcross~~ who is 62 years of age or older is granted a homestead exemption from all ~~City of Norcross~~ ad valorem taxes levied by the city in the amount of \$18,000.00 of the value of the homestead owned and occupied by said resident within the ~~city~~ ~~City of Norcross~~. The value of the homestead in excess of the exempted amount shall remain subject to taxation.
- (c) The increased homestead exemptions provided in this Act shall apply to all taxable years beginning after December 31, 1989.