

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, March 6, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

- A. **Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. **Invocation**
- C. **Pledge of Allegiance to the Flag of the United States of America**
- D. **Roll Call (recorded)**
- E. **Presentation of previous meetings minutes for acceptance**
[23-6688](#) **Approval of Previous Meeting Minutes**

[Mayor and Council - Regular Meeting - Feb 6, 2023, 6:30 PM](#)

[Policy Work Session - Policy Work Session - Feb 20, 2023, 6:30 PM](#)
- F. **Set Agenda For Scheduled Meeting**
[23-6689](#) **Acceptance of the Agenda**
- G. **Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
[23-6662](#) **Proclamation Recognizing Susan Bell**
A proclamation honoring Susan Bell for her service on the Sustainable Norcross Commission.

[Susan Bell - Proclamation - SNC](#)
- H. **Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**
- PH. **Public Hearings**
- PH. [23-6676](#) **Comp Plan Kickoff Presentation**
A recommendation to conduct the State required kick off public hearing for the update to the Norcross Comprehensive Plan and Town Center LCI.

[Agenda Report - Com Plan And LCI Kickoff PH](#)

[Public Hearing Kickoff Presentation](#)

J. Reports of the Mayor and Councilmembers

a. General Announcements

MARCH CALENDAR OF EVENTS

Planting for Pollinators Workshop

Saturday, March 11 | 10:00 a.m. - 12:00 p.m. | City Hall 2nd Floor Community Room

Movie Monday: Mrs. Harris Goes to Paris

Monday, March 13 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, March 18 | 8:00 a.m. | 45 South Cafe

Irish Fest

Saturday, March 18 | 12:00 - 5:00 p.m. | Skin Alley

Policy Work Session

Monday, March 20 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Historic Trolley Tour

Friday, March 24 | 1:00 p.m. | The Crossing Parking Lot

Movie Monday: Uncharted

Monday, March 27 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coming Up in April:

April 7 | First Friday Concert: Xtreme Party Band

April 8 | Easter Egg and Eggs-tra Special Needs Hunt

April 10 | Movie Monday: Courageous Legacy

April 15 | Planting for Pollinators Workshop

April 22 | Neighborhood Cleanup & Recycling Day

April 24 | Movie Monday: Redeeming Love

K. Board Appointments

There are no Board, Commission, or Authority appointments/re-appointments for Mayor and Council to consider at this time.

L. Consent Agenda

1. [23-6675](#) **Contract for Translation Services**

Approve agreement with Language Line Solutions to be our telephone language interpreter services vendor.

[Agenda Report - Language Interpretation Service Agreement](#)

[Language Line Solutions Agreement](#)

2. [23-6677](#) **Summerour Park Concession Stand RFP**

Staff is seeking direction from Mayor and Council to on how to proceed with the Summerour Park Concession Stand. Options included in previous meetings was either to approve going out for RFP or to extend the current agreement with the current organization. If direction from Mayor and Council is to request sealed proposals from interested contractors to provide quality concession services at the Summerour Park, the concession stands must provide moderately priced food and drinks items.

[Agenda Report - Summerour Concession Stand RFP](#)

[A1\) Location Map](#)

3. [23-6678](#) **RFQ for Contracted Work Building Maintenance Contracted Services**
A request to proceed with an RFQ to solicit qualified contractors for on-call Mechanical, Electrical, and Plumbing services on an annual contract.

[Agenda Report - Building Maintenance RFQ](#)

[RFQ for On-Demand Building Maintenance Services](#)
4. [23-6679](#) **RFQ for Overhead and Underground Distribution Construction Labor and Equipment Rates**
A request to proceed with a Request for Qualifications from qualified contractors to provide overhead and Underground Distribution Electric labor services and equipment rates. The RFQ will include rates for system recovery after sever storm resulting in damage to the city's Power system .

[Agenda Report - Request for Qualifications](#)

[A1\) Labor - Equip](#)

[A2\) 2023 RFQ for On-Demand Electric Services](#)
5. [23-6680](#) **City of Ethics Re-certification**
Re-adopt a resolution establishing the five ethics principles to achieve re-certification as a City of Ethics by the Georgia Municipal Association and authorize the Mayor to request re-certification.

[Agenda Report - City of Ethics](#)

[City of Ethics program resolution for re-adoption](#)

[City of Ethics program resolution adopted on January 6, 2020](#)

[City of Norcross Proposed Code of Ethics](#)

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by_____ Mayor Craig Newton

Q. Attest: _____ Monique Philip, City Clerk



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	23-6688	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	2/28/2023	In Control:	Mayor and Council
On Agenda:	3/6/2023 6:30 PM	Status:	Scheduled
Title:	Approval of Previous Meeting Minutes		
Sponsors:			
Code Sections:			
Attachments:			

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve/Deny the February 6th Regular Council Meeting Minutes and the February 20th Policy Work Session and Executive Session Meeting Minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, February 6, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Mayor Craig Newton**B. Roll Call (recorded)**

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Matt Myers	Councilmember	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Bruce Gaynor	Mayor Pro Tem	Present	
Arlene Beckles	Councilmember	Present	

The Regular Meeting was called to order at 6:32 PM by Mayor Craig Newton

C. Invocation**D. Pledge of Allegiance to the Flag of the United States of America****E. Presentation of previous meetings minutes for acceptance****23-6659: Approval of Previous Meeting Minutes****Motion**

A motion to Approve the January 3rd Regular Council Meeting Minutes and the January 17th Policy Work Session and Executive Session Meeting Minutes.

Mayor and Council - Regular Meeting - Jan 3, 2023, 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

Policy Work Session - Policy Work Session - Jan 17, 2023, 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

F. Acceptance of Meeting Agenda as Presented for the Scheduled Meeting**1. 23-6658: Acceptance of the Agenda**

The following items were moved to discussion:

23-6647: Solid Waste RFP Discussion

23-6650: Employee Hiring and Retention

23-6666: Resolution for a Moratorium on the Issuance of Permits, Licenses, and Certifications for Event Halls

23-6640: Valley-Cochran Pedestrian Connection

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**a. 23-6660: 2023 Arbor Day Proclamation**

RESULT:	ACKNOWLEDGED BY MAYOR NEWTON
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b. 23-6661: Proclamation Recognizing Barbara Kohlhausen

RESULT:	ACKNOWLEDGED BY MAYOR NEWTON
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c. 23-6662: Proclamation Recognizing Susan Bell

RESULT:	THIS MATTER WAS REFERRED TO
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Next: 3/6/2023 6:30 PM

TO:	Mayor and Council
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d. 23-6663: Proclamation Recognizing Linda DeMaris

RESULT:	THIS MATTER WAS REFERRED TO
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Next: 3/6/2023 6:30 PM

TO:	Mayor and Council
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H. Floor Open to Citizens Desiring to Address the Governing Authority**a. Comments by Citizens****Ruthy Lachman Paul**

Mrs. Paul spoke about Tu BiShvat, an environmental holiday in Israel when trees are planted, similar to the US Arbor Day observance. She also apologized to the Council for her behavior at the recent Townhall meeting. She also suggested that the city recognize the first Black African American Board Chair - Dr. Tarece Johnson in celebration of Black History Month.

Mike McGinnis

Mr. McGinnis commented about Council members illegally conducting city business at a local brewery. He also questioned recent decisions made by the City Manager relative to the senior citizen exemptions, decreased employee benefits, higher costs for employee benefits, high employee turnover, and a non-publicized significant City Manager salary increase.

Faye McFarland

Mrs. McFarland commented about cars parked on the lawn at multiple residences. She also mentioned that she is receiving lien hold notices for her deceased son. She asked the city to make the necessary corrections.

Mel Threst

Ms. Threst states that code enforcement could be better in her subdivision. She asked that the city enforce the laws they adopted.

Mike McGinnis

Mr. Ginnis made additional comments enforcing laws adopted by the Council.

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

b. Comments by Council**c. Comments by City Manager**

- * Bridge at Valley and Cochran
- * Moratorium on New Business Licenses for Event Halls

PH. Public Hearings**J. Reports of the Mayor and Councilmembers****a. General Announcements****FEBRUARY CALENDAR OF EVENTS****Galentine's Girls Night**

Friday, February 10 | 5:00 - 8:00 p.m. | Downtown Norcross

Valentine's Business Specials

Friday, February 10 - Tuesday, February 14 | Downtown Norcross

Valentine's Father-Daughter Dance

Friday, February 10 | 6:30 - 8:30 p.m. | Cultural Arts & Community Center

Valentine's Night to Remember

Saturday, February 11 | 6:30 - 8:30 p.m. | Downtown Norcross

Movie Monday: Marry Me

Monday, February 13 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, February 18 | 8:00 a.m. | 45 South Cafe

Policy Work Session

Monday, February 20 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Georgia Arbor Day Celebration

Friday, February 24 | 10:00 a.m. | City Hall Pollinator Garden

Movie Monday: Here Today

Monday, February 27 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

First Friday Concert: The Rainmen

Friday, March 3 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Coming Up in March:

March 11 | Planting for Pollinator's Workshop

March 13 | Movie Monday: Mrs. Harris Goes to Paris

March 18 | Irish Fest

March 24 | Historic Trolley Tour

March 27 | Movie Monday: Uncharted

K. Board Appointments**A. 23-6664: Board Appointment - Discovery Garden Park Board**

Motion

A motion to Approve the reappointment of the following applicants and terms as presented:

Discovery Garden Park Board

John Herron 6/1/2025

Rodger Harris 6/1/2025

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

B. 23-6665: Board Appointment - Sustainable Norcross Commission

Motion

A motion to Approve the reappointment/appointment of the following applicants and terms as presented:

Sustainable Norcross Commission

Bob Evelyn 12/1/2024

Jiann Ming – Su 12/1/2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

L. Consent Agenda

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

1. 23-6641: Funding for Champion Elm Tree Portrait

Motion

A motion to Approve funding in the amount up to \$1,000 to come from Contingency for a drawing/painting of the Champion Elm tree.

2. 23-6643: IGA with Visitors Bureau

Motion

A motion to Approve an updated intergovernmental agreement with the Gwinnett Convention and Visitors' Bureau (GCVB) to serve as the city's "destination marketing organization (DMO)".

3. 23-6644: Update to Ordinance Governing Distribution of Hotel/Motel Taxes

Motion

A motion to Approve an amendment to the Code of Ordinances of Norcross by updating Section

16-296 entitled "Imposition and Rate of Tax", with following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention

4. **23-6645: Funding for Spring 2023 GICH Retreat**

Motion

A motion to Approve the allocation of funds for up to two community volunteers from the City of Norcross' Georgia Initiative for Community Housing Team (GICH) to attend the Spring 2023 GICH Retreat with funding to come from the Community Development Board Training Expenses budget.

5. **23-6649: New Partnership Structure for Gas South-Norcross Affinity Program**

Motion

A motion to approve adopting a memorandum of agreement for establishing the Gas South-Norcross Affinity Program to take effect on April 1, 2023, following the termination of the Natural Gas Retail Service Alliance Agreement effective through March 31, 2023.

M. Items for Discussion

1. **23-6647: Solid Waste RFP Discussion**

Motion

A motion to Approve staff proceeding with a Request for Proposal for city-wide residential and Commercial Solid Waste, Recycling, Yard Waste, and Bulk items collection and Disposal Services.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

2. **23-6650: Employee Hiring and Retention**

Motion

A motion to (1) Approve changes to the Employee Handbook related to promotions and new hires, providing for discretionary pay increases of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted or new hire's probationary period, and at one year after completing probation. (2) Approve a change to the Employee Handbook to change eligibility for merit increases to new employees with three months' service.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

3. **23-6666: Resolution for a Moratorium on the Issuance of Permits, Licenses, and Certifications for Event Halls, Commercial Party or Gathering Venues**

Motion

A motion to Adopt a resolution establishing a moratorium on the acceptance of new applications for special use approval, permitted new use approval, or permits for building, land disturbance, site plan, and design review, and business licenses and alcohol sale licenses for event halls, commercial party or gathering venues.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce Gaynor, Mayor Pro Tem
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

4. **23-6640: Valley—Cochran Pedestrian Connection**

Motion

A motion to Approve the real estate acquisition and to authorize the Mayor to execute the contracts on behalf of the City.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

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

A motion to adjourn was made by Councilmember Dr. Arlene, seconded by Councilmember Myers. The meeting was closed at 8:14 PM.

O. **Signed by** _____ **Mayor Craig Newton**

P. **Attest:** _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Tuesday, January 3, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- C. Pledge of Allegiance to the Flag of the United States of America
- D. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Dr. Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:33 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance

23-6638: Approval of Previous Meeting Minutes

Motion

A motion to Approve the December 5th Regular Council Meeting Minutes and the December 19th Policy Work Session and Executive Session.

Mayor and Council - Regular Meeting - Dec 5, 2022 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

Policy Work Session - Policy Work Session - Dec 19, 2022 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

- F. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

23-6635: Appointment of Mayor Pro Tempore for 2023

Motion

A motion to Approve Councilmember Bruce Gaynor as Mayor Pro Tempore for 2023.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

G. Floor Open to Citizens Desiring to Address the Governing Authority

a. Comments by Citizens

- Jim Eyre - Comments pertaining to Public Hearing Item 22-6620 with a suggestion to table items to allow time for staff to further massage certain language in the ordinance.
- Kathleen Allen - Comments pertaining to "Coin Operated Amusement Machines" located at 113 S Peachtree St, Norcross
- Peter Hasson - Comments regarding Police Department complaint

b. Comments by Council

c. Comments by City Manager

- Staff Appreciation
- IGA Joint Funding Projects - Reimbursements from the County

PH. Public Hearings

PH. 22-6620: TEXT2022-004 Consideration of Changes to Chapter 200, Article III, Parking and Loading, Section 203

Motion

A motion to Approve the attached changes to Chapter 200, Article III, Parking and Loading, Section 203, omitting section 203.3, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

I. Reports of the Mayor and Councilmembers

A. General Announcements

JANUARY 2023 CALENDAR OF EVENTS

First Friday Concert: Grains of Sand

Friday, January 6 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Movie Monday: Top Gun Maverick

Monday, January 9 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

City Closed for Martin Luther King Jr. Day Observance

Monday, January 16 | Sanitation & Recycling Services will not be affected.

Coffee With Council

Saturday, January 14 | 8:00 a.m. | 45 South Café

Policy Work Session

Tuesday, January 17 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Movie Monday: Under the Stadium Lights

Monday, January 23 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

First Friday Concert: Myles Brown Band

Friday, February 3 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Norcross City Cemetery Tour

Sunday, February 5 | 2:00 p.m. | Norcross City Cemetery

Coming Up in February:

Feb 10 | Valentine's Father/Daughter Dance

Feb 11 | Valentine's Night to Remember

Feb 13 | Movie Monday: Marry Me

Feb 27 | Movie Monday: Here Today

J. Board Appointments

23-6636: Board Appointment - Zoning Board of Appeals

Motion

A motion to Approve the appointment of the following board members and terms as presented:

Zoning Board of Appeals

David Grayson - June 1, 2026

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

22-6637 : Board Appointment - LCI/Comp Plan Steering Committee

Motion

A motion to Approve the appointment of the following board members and terms as presented:

LCI/Comp Plan Steering Committee:

[12/11/22 Updated Recommendation Steering Committee Appointees](#)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

K. Set agenda as presented for scheduled meeting.

23-6639: Acceptance of the Agenda

Motion

A motion to Accept the Agenda as Presented with the following items being moved to discussion:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

L. Approval of Consent Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

1. 22-6631: Norcross Historic Cemetery

Motion

A motion to Approve staff to proceed with the application for registration of the Historic Norcross Cemetery as a Georgia Historic Landmark.

2. 22-6625: Fixing and Publishing of Qualification Fees

Motion

A motion to fix and publish the qualification fees for the 2023 Election cycle as presented.

3. 22-6629: 2023 Mayor and Council Meeting Calendar Review

Motion

A motion to Approve the 2023 Mayor and Council Meeting Calendar and postpone the July 3, 2023, Council Meeting to Monday, July 10, 2023, in observance of the Red, White, and Boom celebration.

4. 22-6634: Georgia Department of Natural Resource EPD RWD Grant Contract Execution

Motion

A motion to authorize the Mayor to execute the attached agreement, following legal review, with the Georgia Department of Natural Resources for their waste diversion grant so that Norcross can hold a household hazardous waste event in 2023.

M. Items for Discussion**1. 22-6630: Lighting Services**

Motion

A motion to Approve staff to proceed with a Request for Proposals for city wide Lighting and Decorations Installations and Maintenance services.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

2. 22-6633: Stevens Road Contracts for Real Estate Acquisitions

Motion

A motion to Approve land acquisition on Stevens Road.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

N. Adjourn in memory of

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

The meeting was adjourned at 7:42 PM with a motion by Councilmember Bare, seconded by Councilmember Beckles.

P. Signed by _____ Mayor Craig Newton

Q. Attest: _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

12/11/22 Updated Recommendation Steering Committee Appointees**Board Members****Mayor and Council TBD**

Kathleen Allen	NDA
Marshall Cheek	P&Z Board
Bob Evelyn	SNC
Bob Grossman	NPAC
Lauren Summers	DDA

Downtown/West Norcross**Residents**

Sandy Bui
Layla Gunn
JT Wu

Business/Organizations

Ralph White – 45 South Cafe
Kevin Hill –Crowne Plaza

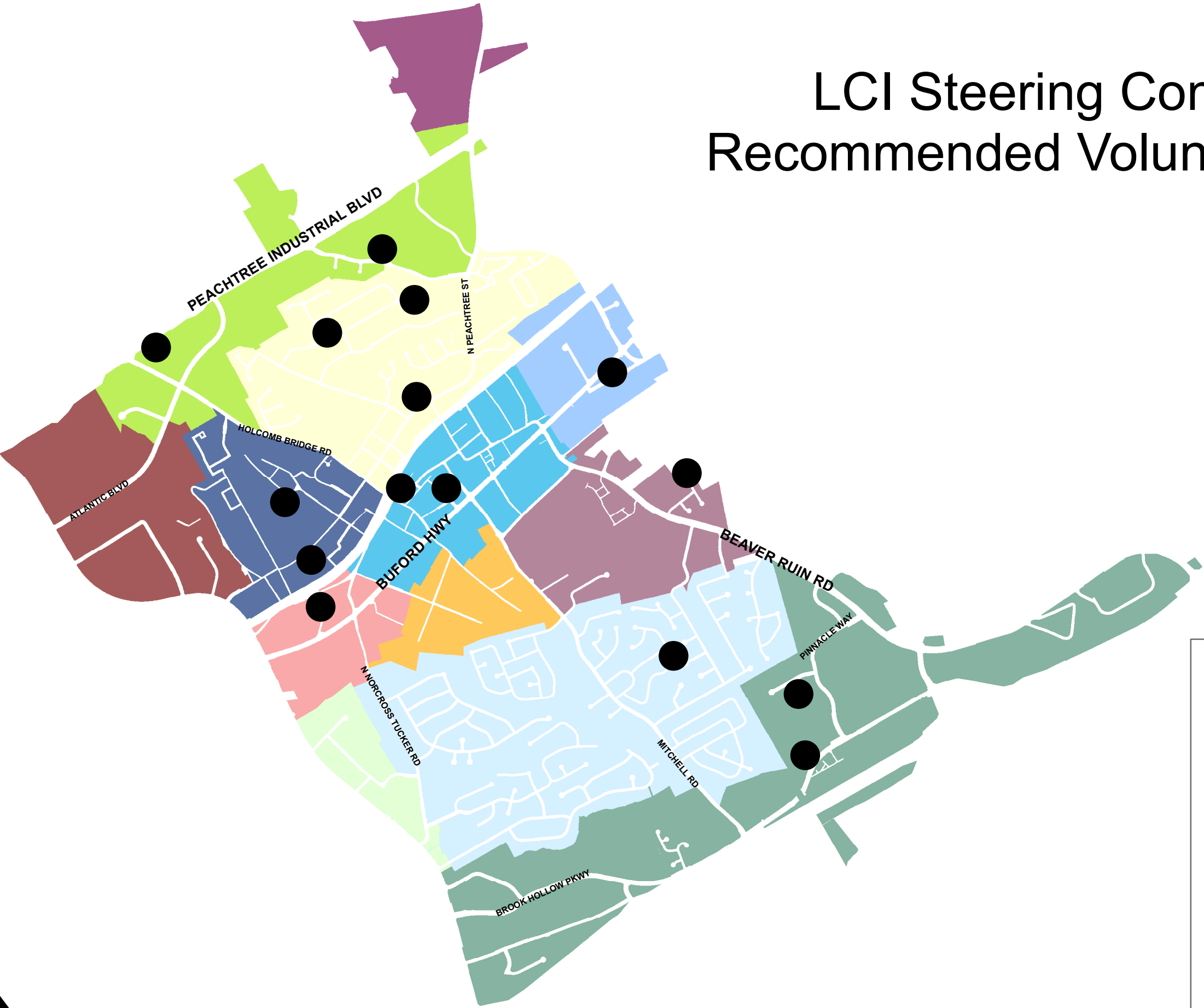
East Norcross**Residents**

Tameka Black
Tanya Gilmer
Troy Newland

Business/Organization

Maria Okpeh—Nia Soule Salon
Ryan Jones—Neighborhood Cooperative Ministries

LCI Steering Commitee Recommended Volunteers (New)



Map created by the City of Norcross Community Development and Planing Department

Legend

1- Atlantic/Peachtree Industrial Blvd

2- Medlock/Peachtree Industrial Blvd

3- Pinckneyville

4- North Peachtree St Neighborhoods

5- Hopewell Woods

6- Buford Hwy/Jimmy Carter Blvd Activity Center

7- Town Center

8- Langford Rd Industrial Center

9- Summerour

10- South Cemetery St

11- Jimmy Carter/N Norcross Tucker Activity Center

12- South Norcross Neighborhoods

13- I-85 Activity Center

Recommended Volunteers (New)

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Tuesday, January 17, 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 Dr. Arlene Beckles

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Policy Work Session was called to order at 6:33 PM by Mayor Craig Newton

B. Citizen Input

*Mike McGinnis – Comments regarding SC meeting

*Jim Eyre – Comments regarding the parking study item.

C. Board Updates

Downtown Development Authority - Jim Eyre

D. General Updates

Community Market - Tracy

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

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

Discovery Garden Park Board

Sustainable Norcross Commission

G. City Manager's Report

*Comments regarding network outage

*Comments regarding Town Hall

H. Items for Discussion**1. 23-6641: Funding for Champion Elm Tree Portrait**

RESULT: THIS MATTER WAS REFERRED TO

Next: 2/6/2023 6:30 PM

TO: Mayor and Council

2. 23-6642: 2023 Events Calendar

RESULT: DISCUSSED

3. 23-6644: Update to Ordinance Governing Distribution of Hotel/Motel Taxes

RESULT: THIS MATTER WAS REFERRED TO

Next: 2/6/2023 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **23-6643: IGA with Visitors Bureau**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

5. **23-6645: Funding for Spring 2023 GICH Retreat**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

6. **23-6646: Parking Study Update**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/20/2023 6:30 PM
TO:	Policy Work Session

7. **23-6647: Solid Waste RFP Discussion**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

8. **23-6648: North Peachtree Street Fence Replacement**

RESULT:	THIS MATTER WAS REFERRED TO STAFF
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9. **23-6649: New Partnership Structure for Gas South-Norcross Affinity Program**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

10. **23-6650: Employee Hiring and Retention**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

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

The meeting adjourned at 9:58PM with a motion by Councilmember Dr. Beckles, seconded by Councilmember Bare.

J. **Signed by:** _____ **Mayor Craig Newton**K. **Attest:** _____ **Monique Lang, City Clerk**

PROCLAMATION

- WHEREAS,** the first Arbor Day was celebrated on April 10, 1872 in the state of Nebraska with the planting of more than one million trees; and
- WHEREAS,** the first Georgia Arbor Day was proclaimed by the Georgia General Assembly in 1890; and in 1941, the Georgia General Assembly set the third Friday in February as the state arbor day; and
- WHEREAS,** trees improve water quality and quantity, reduce erosion of precious topsoil, increase property values and economic vitality in business areas, provide shade, cleanse the air, create habitat for wildlife, and add beauty to communities; and
- WHEREAS,** trees promote outdoor recreation which improves human, physical, and mental health and well-being, create healthier environments for children to live, study, play and encourage social interaction in a peaceful atmosphere; and
- WHEREAS,** the City of Norcross is celebrating its nineteenth year as being recognized as a Tree City USA by the National Arbor Day Foundation, and desires to continue effective management of its public tree resources, and
- WHEREAS,** community partners, school children, families and friends will be joined together as the City of Norcross wishes to celebrate Arbor Day with a tree planting ceremony at the City Hall Pollinator Garden,

NOW, THEREFORE, the Mayor and Council of the City of Norcross, do hereby proclaim February 24, 2023 as Arbor Day in the City of Norcross, and do urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

FURTHER, urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED this 6th day of February, 2023.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

Proclamation

City of Norcross, Georgia
Recognition and Celebration of Dedicated Service

Barbara Kohlhausen

- Whereas:** The mission of the Discovery Garden Park Board (DGP) is to inspire lifelong curiosity, understanding and appreciation of nature through organic gardening, education, and demonstration and to provide a place of beauty for Norcross residents and visitors; and
- Whereas:** The Discovery Garden Park is a place where all ages get the chance to play, learn, and discover the natural world around us in a unique and interesting community space that's helping build a greener, healthier, and more sustainable Norcross; and
- Whereas:** Barbara Kohlhausen has improved the Norcross Community by serving faithfully and conscientiously on the Discovery Garden Park Board, Norcross Garden Club, and Norcross Community Market, contributing to the enrichment of the community through the discovery, enjoyment, and celebration of the world as it sustains us; and
- Whereas:** Barbara Kohlhausen has served on the DGP Board since 2018 serving as an advisory board member, co-chair, and chair, during which period of time numerous projects were initiated through her leadership which will continue to have a growing impact on the City of Norcross; and
- Whereas:** Barbara Kohlhausen has been a powerful influence for good in the growth and progress of our community and will always be remembered for her commitment, dedication, value, and impact on the Discovery Garden Park Board.

Now, Therefore, on behalf of the Norcross City Council, I, Mayor Craig Newton, do hereby recognize Barbara Kohlhausen for her valuable service, dedication, and many contributions to the progress of the community and the citizens of the City of Norcross.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk

Proclamation

City of Norcross, Georgia
Recognition and Celebration of *Dedicated Service*

- WHEREAS:** change is constant and affects all cities. Sustainability planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** sustainability planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in sustainability planning and plan implementation; and
- WHEREAS:** Susan Bell has improved the Norcross Community by contributing to the Sustainable Norcross Commission as a member, being instrumental in the Pedal Norcross event, Neighborhood Recycling event as well as the Norcross Community Market and greatly contributing to the Norcross recertification as an Atlanta Regional Commission Platinum Certified Green Community in 2022; and
- WHEREAS:** Susan Bell has faithfully and conscientiously served the city of Norcross and its citizens and during which period of time numerous projects were initiated through her leadership which will continue to have a growing sustainability impact on the city of Norcross; and
- WHEREAS:** Susan Bell has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** her performance of the duties and responsibilities as a member of this community has been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back over its many years of being, a few individuals stand out for their caring, their contribution, and their vision, which have made the City of Norcross such a fine place to live;

NOW, THEREFORE, I Craig Newton, commend Susan Bell for her valuable service, her dedication, and many contributions to the progress of the community and to the citizens of the City of Norcross, and extend our personal thanks and those of the City Council and all our citizens for her dedicated and faithful service.

Mayor Craig Newton

Attest: Monique Philip, City Clerk

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

Proclamation

City of Norcross, Georgia
Recognition and Celebration of *Dedicated Service*

- WHEREAS:** change is constant and affects all cities. Sustainability planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** sustainability planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in sustainability planning and plan implementation; and
- WHEREAS:** Linda DeMaris has improved the Norcross Community by contributing to the Sustainable Norcross Commission as a member and Vice Chair, being instrumental in the Feet on the Street recycling campaign as well as the Norcross Community Market and greatly contributing to the Norcross recertification as an Atlanta Regional Commission Platinum Certified Green Community in 2022; and
- WHEREAS:** Linda DeMaris has faithfully and conscientiously served the city of Norcross and its citizens and during which period of time numerous projects were initiated through her leadership which will continue to have a growing sustainability impact on the city of Norcross; and
- WHEREAS:** Linda DeMaris has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** her performance of the duties and responsibilities as a member of this community has been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back over its many years of being, a few individuals stand out for their caring, their contribution, and their vision, which have made the City of Norcross such a fine place to live;

NOW, THEREFORE, I Craig Newton, commend Linda DeMaris for her valuable service, her dedication, and many contributions to the progress of the community and to the citizens of the City of Norcross, and extend our personal thanks and those of the City Council and all our citizens for her dedicated and faithful service.

Mayor Craig Newton

Attest: Monique Philip, City Clerk

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)



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: February 6, 2023, City Council Meeting

Item No.: 23- 6666

Title: Resolution for a moratorium on the issuance of permits, licenses, and certifications for event halls, commercial party or gathering venues

CC:

Recommendation – Adopt a resolution establishing a moratorium on the acceptance of new applications for special use approval, permitted new use approval, or permits for building, land disturbance, site plan, and design review, and business licenses and alcohol sale license for event halls, commercial party or gathering venues.

Background – The City of Norcross has experienced significant issues related to the illegal sale of alcohol, parking, noise, hours of operation, and other impacts upon commercial and residential properties surrounding event halls or other private or public gathering venues; and significant increases in violent crime and other illegal and/or criminal activity surrounding the operations of certain event halls and commercial gathering venues.

The City regulates through its ordinances businesses and uses with potential negative externalities through a variety of measures, including but not limited to, minimum distance requirements, exclusions from certain zoning districts, the maintenance of certain building standards, the review of applicants for alcohol licenses. and heightened scrutiny of land use proposals.

This moratorium will allow sufficient time for the City to review related issues and prepare ordinance changes, as necessary, to address the issues.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps – Review pertinent ordinances and schedule a presentation of recommended changes.

Attachments – Resolution establishing a moratorium related to event halls, commercial party or gathering venues.

Update – NA.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA FOR A MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR SPECIAL USE APPROVAL, PERMITTED NEW USE APPROVAL, OR PERMITS FOR BUILDING, LAND DISTURBANCE, SITE PLAN, AND DESIGN REVIEW, AND BUSINESS LICENSES AND ALCOHOL SALE LICENSE FOR EVENT HALLS, COMMERCIAL PARTY OR GATHERING VENUES,

The Mayor and City Council of the City of Norcross, Georgia, have considered and hereby adopt the following as a Resolution:

WHEREAS, City of Norcross has experienced a significant increase in the number of commercial establishments operating as event halls or other private gathering venues; and

WHEREAS, the City of Norcross has experienced significant issues related to the illegal sale of alcohol, parking, noise, hours of operation, and other impacts upon surrounding commercial and residential properties surrounding event halls or other private or public gathering venues; and

WHEREAS, the City of Norcross has experienced significant increases in violent crime and other illegal and/or criminal activity surrounding the operations of certain event halls and commercial gathering venues; and

WHEREAS, the Mayor and Council of the City of Norcross regulates through its ordinances businesses and uses with potential negative externalities through a variety of measures, including but not limited to, minimum distance requirements, exclusions from certain zoning districts, the maintenance of certain building standards, the review of applicants for alcohol licenses. and heightened scrutiny of land use proposals; and

WHEREAS, the Mayor and Council of the City of Norcross have determined that a review of its ordinances pertaining to the use of commercial establishments operating event halls or other public or private gathering venues is appropriate to ensure that the City of Norcross's ordinances and policies protect the health, safety, and welfare of its citizens and businesses from any potential or existing impacts and externalities related to event halls and/or commercial party or gathering venues; and

WHEREAS, the Mayor and Council have determined that there should be a moratorium declared on the issuance of such permits, licenses, and certifications as set forth below; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA, this Resolution and the findings and restrictions contained herein become effective immediately upon its lawful adoption and execution by the Mayor for the City of Norcross, Georgia (hereinafter, the "Effective Date");

BE IT FURTHER RESOLVED that this Temporary Moratorium and the restrictions and regulations provided herein shall apply to any and all businesses that provide venues for events or public or private gatherings (referred hereinafter as "Event Halls");

BE IT FURTHER RESOLVED that neither the City of Norcross nor any of its departments or staff shall accept, process or review new applications for new Applications for Business Licenses, Alcohol Sales Licenses, or for Special Land Use Approval, Permitted New Use Approval, or Building, Land Disturbance, Site Plan and Design Review, or other Permits and Licenses for Event Halls from the Effective Date until the Expiration Date set forth below;

BE IT FURTHER RESOLVED that this Temporary Moratorium shall remain in force and effect and preclude the City of Norcross staff from issuing of any newly filed Business Licenses, Permitted New Use Approval, or Building, Land Disturbance, Site Plan and Design Review or any other Permits and Licenses for Event Halls but shall not preclude the issuance of license renewals;

BE IT FURTHER RESOLVED that the moratorium shall expire within the earlier of six (6) months or the adoption of an ordinance amendment that addresses the concerns raised herein (the “Expiration Date”) and be of no further force and effect, unless shortened or extended by an official action of the Mayor and City Council for the City of Norcross;

BE IT FURTHER RESOLVED, that the provisions of this Resolution are severable, and should any section subsection, recital, resolution, or any portion of this Moratorium be held by a court of competent jurisdiction to be the unconstitutional or invalid, the remainder of the Moratorium shall not be affected.

IN WITNESS HEREOF, I have hereunto set my hand and caused this seal to be affixed,

This the ____ day of _____ 2023.

Craig Newton, Mayor

Attest: Monique Lang, City Clerk

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)



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 LANG**

Agenda Report

To: Mayor and Council

From: J. Patrick O'Brien, William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: February 6, 2023 – Regular Council Meeting

Item No.: 23- 6640

Title: Valley—Cochran Pedestrian Connection

CC: Eric Johnson, City Manager

Recommendation

Approve the acquisition of 2 parcels of real estate and authorize the Mayor to execute the attached Sales agreement.

Background

This agenda item involves the acquisition of real estate to connect Valley Road and Cochran Drive via a pedestrian bridge.

Financial Impact

Funds have been previously allocated for the project.

Consistent with Comprehensive Plan?

Yes. This advances goals 1 and 2 by increasing walkability and a sense of place.

Attachments

Agreement For The Purchase And Sale Of Real Estate - 341 Valley Road Agreement For The

Purchase And Sale Of Real Estate - 375 Cochran Drive

Site Plan Valley Connection

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

This Agreement for the Purchase and Sale of Real Estate (the "Agreement") is entered into as of the later of the date of Purchaser's execution hereof (the "Effective Date"), by and between THE CITY OF NORCROSS (the "Purchaser") and ALEXANDER BRUCE (collectively, if more than one, the "Seller").

RECITALS:

WHEREAS, Seller is the owner of certain real property located in Gwinnett County, known commonly as 341 Valley Road, Norcross, Georgia, (Parcel ID # R6254 115);

WHEREAS the City desires to purchase a portion of real estate the same being approximately 776 sq. feet, which is more particularly described in the attached Exhibit A (herein after the "Property"); and

WHEREAS, Purchaser desires to buy from Seller and Seller desires to convey to Purchaser the Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. BASIC TERMS of TRANSACTION.

1. **Purchase Price.** Purchaser agrees to pay to Seller: \$5,200.00 (the "Purchase Price").
2. **Closing Costs.** All closing costs shall be borne by the Purchaser.
3. **Closing and Possession.**
 - a. **Closing Date:** The purchase and sale of the Property shall be conducted upon the agreement of the Parties within thirty (30) days of the Execution Date, provided, however, that the closing shall occur on a weekday during regular business hours (herein, the "Closing Date").
4. **No Broker.** Purchaser and Seller each hereby represent to the other that they have had no dealings with any other brokers, agents or other intermediaries in connection with the transaction contemplated by this Agreement that would result in an obligation to pay a brokerage commission, finder's fee or similar fee. Seller and Purchaser shall indemnify and hold each other harmless from and against, all real estate brokerage commissions payable with respect to this transaction resulting from the indemnifying party's actions.
5. **Due Diligence.** Purchaser shall have twenty-one (21) days following the Effective Date upon which to conduct due diligence for any and all of Purchaser's purposes, goals, and intentions. In the event that Purchaser, in Purchaser's sole and absolute discretion, determines that the Property is unacceptable for its purposes, then Purchaser may terminate this Agreement by giving written notice of such termination to Seller prior to the expiration of the Due Diligence period set forth herein.
6. **Closing.** The closing shall occur at the law offices of Thompson, O'Brien, Kappler & Nasuti, P.C. (the "Closing Agent").
7. **Inspection of Property and Due Diligence.**

- a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 21 days from the Effective Date.
 - b. **Right to Inspect Property:** Purchaser and/or Purchaser's representatives shall have the right to enter the Property at Purchaser's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Purchaser may complete all inspections. Purchaser agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights.
 - c. **Warranties Transfer:** Seller agrees to transfer to Purchaser, at closing, subject to Purchaser's acceptance thereof (and at Purchaser's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Purchaser.
8. **Design Contingency and Warranties.** The City hereby agrees to the following covenants and warranties concerning the Property and the City's subsequent use of the Property:
- a. **Minimal Impact on Existing Trees and Flora.** The City's construction and design will be made so as to minimize the impact of the surrounding trees and flora.
 - b. **Conformance with Exhibit B.** The construction shall be in general conformance with Exhibit B attached hereto.
 - c. **Boarder Between Driveway.** The design of the contemplated path shall incorporate at least a two foot gap between the contemplated path and the Seller's property. The City shall install a fence and landscaping so as to screen the path from the Seller's property and provide clear separation from the Seller's property and the path.

B. ADDITIONAL TERMS.

- 1. **Purchase and Sale/Title.**
 - a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning matters; (2) general utility, sewer, and drainage easements of record as of the Effective Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Effective Date; and (4) leases and other encumbrances specified in this Agreement. Purchaser agrees to assume Seller's responsibilities in any leases specified in this Agreement.
 - b. **Examination:** Purchaser may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Purchaser, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used

herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

2. **Contingency of Approval by Mayor and Council:** Seller understands that this agreement to purchase must be approved by the City Council of Norcross, Georgia in a public hearing in accordance with local. The Seller understands that, until such approval is made the Purchaser cannot be bound by this Agreement. The City Council may direct the Mayor to sign this Agreement (or an agreement materially similar). Such direction shall permit the closing.
3. **Seller's Signature Shall Constitute an Irrevocable Offer.** The Seller's signature upon this Agreement shall constitute an irrevocable offer for the sale of the Property for a period of forty-five (45) days from the date of such signature. The parties acknowledge that this period for the acceptance of the Offer is being made so as to allow the City Council of Norcross, Georgia to vote upon the approval of this Agreement and the acquisition of the Property pursuant to local and state law.
4. **Survey.** Notwithstanding any other provision to the contrary contained herein, Purchaser shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to the Effective Date. Matters revealed in any survey, including a survey attached hereto may be raised by Purchaser as title objections.
5. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.
6. **Closing Costs and Prorations.**
 - a. **Items Paid By Purchaser:** At closing, Purchaser shall pay all closing costs.
7. **Closing and Possession.**
 - a. **Right to Extend the Closing Date:** Purchaser or Seller may unilaterally extend the closing date for five (5) business days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Purchaser's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Purchaser; or (3) Purchaser has not received required estimates or disclosures and Purchaser is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Purchaser or Seller, the right shall thereafter terminate.

C. OTHER TERMS AND CONDITIONS.

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

2. Default.

- a. **Rights of Purchaser or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party provided, however, the damages sought by the non-defaulting party shall not exceed the Purchase Price. This limitation, however, shall not prevent either party from seeking attorney's fees under O.C.G.A. § 13-6-11.
3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Effective Date, except for changes made to the condition of Property pursuant to the written agreement of Purchaser and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Purchaser of the same and provide Purchaser with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Purchaser or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Purchaser or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Effective Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to

substantially the same condition as on the Effective Date and a new certificate of occupancy (if required) is issued.

4. **Other Provisions.**

- a. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Purchaser and Seller. This Agreement may not be assigned by Purchaser except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- d. **Time of Essence:** Time is of the essence of this Agreement.
- e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- f. **Effective Date:** The Effective Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Effective Date below and promptly give notice of this date to the other party. Filling in the Effective Date shall not be deemed to be a counteroffer.
- g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Purchaser's mortgage lender or the other party.

- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

Offer and Acceptance. Purchaser's delivery of a copy of this Agreement countersigned by Purchaser shall be deemed an acceptance to the offer to purchase the Property pursuant to the terms hereof.

PURCHASER:

THE CITY OF NORCROSS

By Mayor, Craig Newton

SELLER:



ALEXANDER BRUCE

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

Property Description

Report Created: 4/8/2022
Time: 9:53am

Project: 210206_DESIGN

Description: Cochran Drive & Valley Road Pedestrian Connection

File Name: G:\Shared drives\2021 Projects\210206 - Norcross - Cochran Drive Valley Road Pedestrian Connection\CAD\Drawings

Last Revised: sbolduc 4/8/2022 9:53:11 AM

Input Grid Factor: 1.00000000

Note: All units in this report are in feet unless specified otherwise.

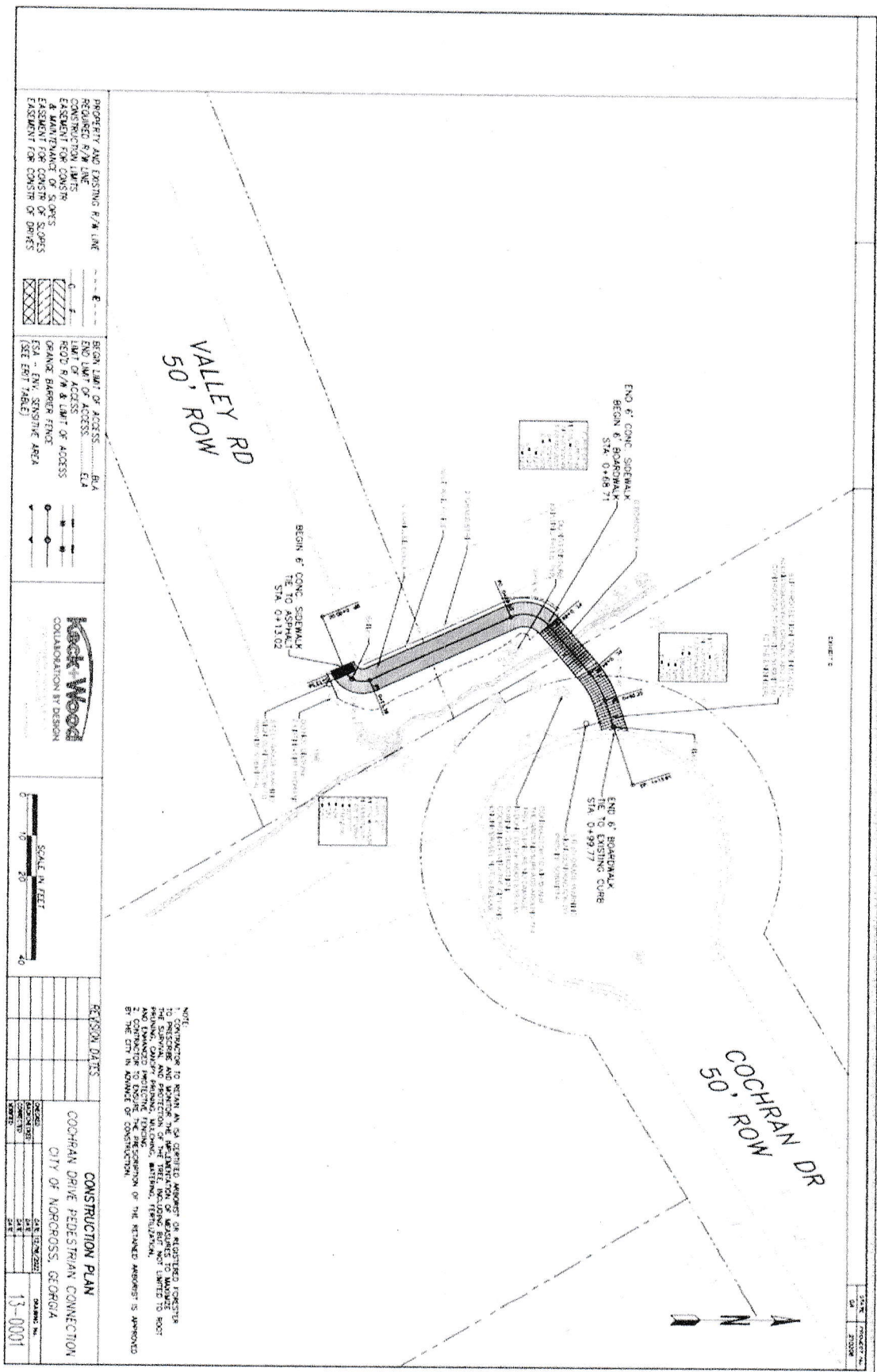
Alignment Name: DE300

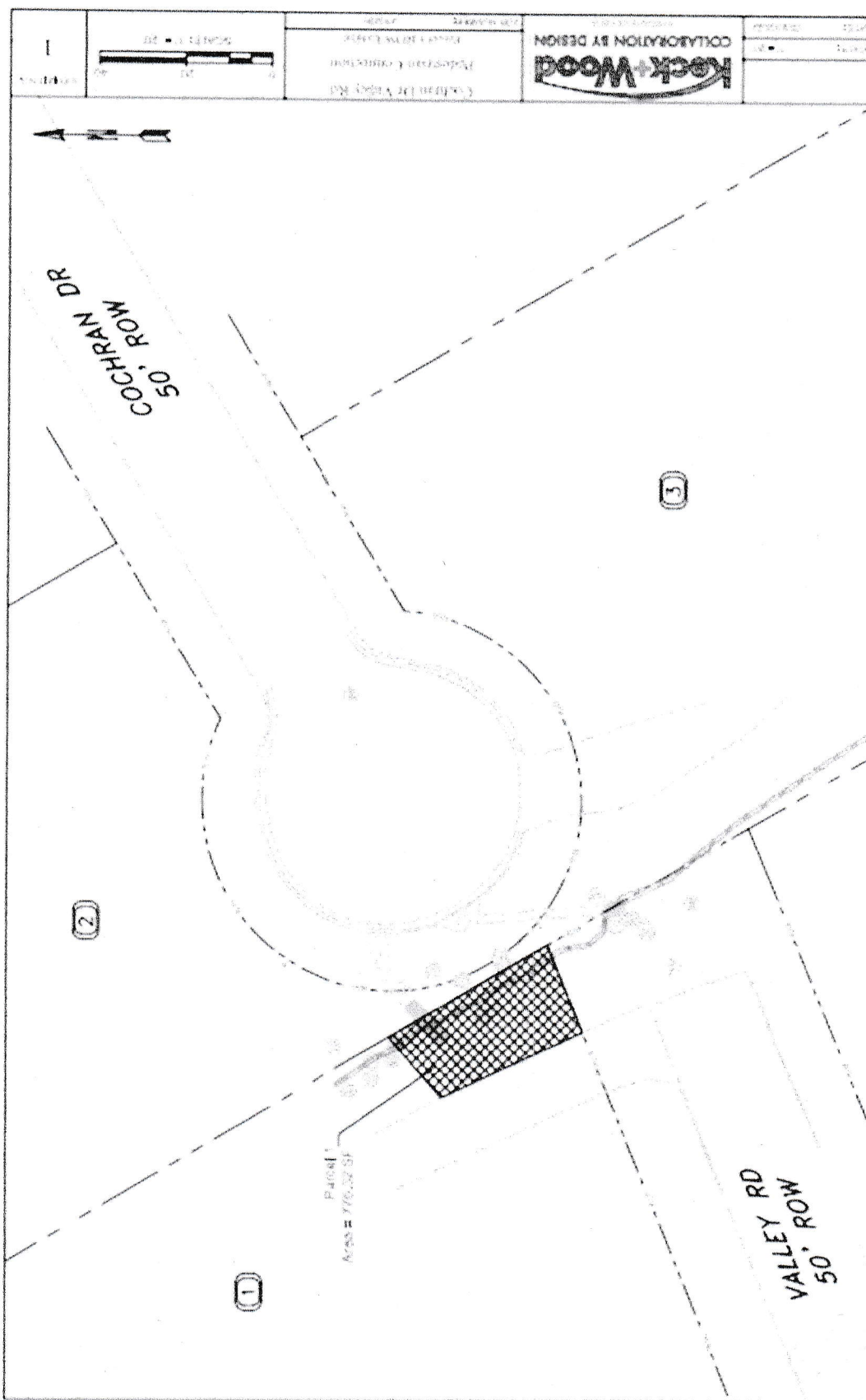
Alignment Description: Parcel 1 Easement

Beginning at a point 4.867 feet left of Trail Centerline at Station 0+37.25 thence N 24°56'38.9" W a distance of 35.996 feet to a point 11.359 feet left of Trail Centerline at Station 0+65.63 thence N 48°59'26.9" E for a distance of 18.444 feet, to a point 9.357 feet left of Trail Centerline at Station 0+79.18 thence S 30°25'43.4" E a distance of 42.402 feet to a point 16.918 feet right of Trail Centerline at Station 0+36.31 thence S 67°58'04.9" W a distance of 21.805 feet to a point 4.867 feet left of Trail Centerline at Station 0+37.25 and the POINT OF BEGINNING.

The above described parcel contains ± 0.02 acres (776.322 sq. ft.)

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)





AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

This Agreement for the Purchase and Sale of Real Estate (the "Agreement") is entered into as of the later of the date of Purchaser's execution hereof (the "Effective Date"), by and between THE CITY OF NORCROSS (the "Purchaser") and BARBARA C. BRICE (collectively, if more than one, the "Seller").

RECITALS:

WHEREAS, Seller is the owner of certain real property located in Gwinnett County, known commonly as 375 Cochran Drive, Norcross, Georgia, (Parcel ID # R6255 125);

WHEREAS the City desires to purchase a portion of real estate the same being approximately 197 sq. feet, which is more particularly described in the attached Exhibit A (herein after the "Property"); and

WHEREAS, Purchaser desires to buy from Seller and Seller desires to convey to Purchaser the Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. BASIC TERMS of TRANSACTION.

1. **Purchase Price.** Purchaser agrees to pay to Seller: \$4,500.00 (the "Purchase Price").
2. **Closing Costs.** All closing costs shall be borne by the Purchaser. Seller shall incur no closing costs.
3. **Closing and Possession.**
 - a. **Closing Date:** The purchase and sale of the Property shall be conducted upon the agreement of the Parties within thirty (30) days of the Execution Date, provided, however, that the closing shall occur on a weekday during regular business hours (herein, the "Closing Date").
4. **No Broker.** Purchaser and Seller each hereby represent to the other that they have had no dealings with any other brokers, agents or other intermediaries in connection with the transaction contemplated by this Agreement that would result in an obligation to pay a brokerage commission, finder's fee or similar fee. Seller and Purchaser shall indemnify and hold each other harmless from and against, all real estate brokerage commissions payable with respect to this transaction resulting from the indemnifying party's actions.
5. **Due Diligence.** Purchaser shall have twenty-one (21) days following the Effective Date upon which to conduct due diligence for any and all of Purchaser's purposes, goals, and intentions. In the event that Purchaser, in Purchaser's sole and absolute discretion, determines that the Property is unacceptable for its purposes, then Purchaser may terminate this Agreement by giving written notice of such termination to Seller prior to the expiration of the Due Diligence period set forth herein.
6. **Closing.** The closing shall occur at the law offices of Thompson, O'Brien, Kappler & Nasuti, P.C. (the "Closing Agent").
7. **Inspection of Property and Due Diligence.**

- a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 21 days from the Effective Date.
- b. **Right to Inspect Property:** Purchaser and/or Purchaser's representatives shall have the right to enter the Property at Purchaser's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Purchaser may complete all inspections. Purchaser agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights.
- c. **Warranties Transfer:** Seller agrees to transfer to Purchaser, at closing, subject to Purchaser's acceptance thereof (and at Purchaser's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Purchaser.

B. ADDITIONAL TERMS.

1. Purchase and Sale/Title.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning matters; (2) general utility, sewer, and drainage easements of record as of the Effective Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Effective Date; and (4) leases and other encumbrances specified in this Agreement. Purchaser agrees to assume Seller's responsibilities in any leases specified in this Agreement.
 - b. **Examination:** Purchaser may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Purchaser, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
2. **Contingency of Approval by Mayor and Council:** Seller understands that this agreement to purchase must be approved by the City Council of Norcross, Georgia in a public hearing in accordance with local. The Seller understands that, until such approval is made the Purchaser cannot be bound by this Agreement. The City Council may direct the Mayor to sign this Agreement (or an agreement materially similar). Such direction shall permit the closing.
3. **Seller's Signature Shall Constitute an Irrevocable Offer.** The Seller's signature upon this Agreement shall constitute an irrevocable offer for the sale of the Property for a period of forty-five (45) days from the date of such signature. The parties acknowledge that this period for the acceptance of the Offer is being made so as to allow the City Council of Norcross, Georgia to vote upon the approval of this Agreement and the acquisition of the Property pursuant to local and state law.

4. **Survey.** Notwithstanding any other provision to the contrary contained herein, Purchaser shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term “materially different” shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to the Effective Date. Matters revealed in any survey, including a survey attached hereto may be raised by Purchaser as title objections.
5. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.
6. **Closing and Possession.**
 - a. **Right to Extend the Closing Date:** Purchaser or Seller may unilaterally extend the closing date for five (5) business days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Purchaser’s mortgage lender, if any, (including in “all cash” transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Purchaser; or (3) Purchaser has not received required estimates or disclosures and Purchaser is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Purchaser or Seller, the right shall thereafter terminate.
7. **Design Contingency and Warranties.** The City hereby agrees to the following covenants and warranties concerning the Property and the City’s subsequent use of the Property:
 - a. **Minimal Impact on Existing Trees and Flora.** The City will install a wood or similar material walkway that will be raised from the ground and anchored by posts arranged so to minimize the impact of the surrounding trees and flora, particularly the Redwood tree on the Property or otherwise in the right of way.
 - b. **Landscaping.** During the Seller’s tenancy and ownership of the adjoining Property the City shall not use any pesticides or herbicides on the Property and will install minimally intrusive landscaping features and plants, using wherever possible native plant species.
 - c. **Lighting.** During the Seller’s tenancy and ownership of the adjoining Property no light installations shall be made on the Property.
 - d. **Conformance with Exhibit B.** The construction shall be in general conformance with Exhibit B attached hereto.
 - e. **No Extension of Right of Way.** This agreement shall not in any way impact the existing right of way nor shall it extend the right of way. The City have no additional easement rights and shall only have title to the Property as provided herein.

- f. **Construction will not Impede Drive Path.** The construction and development of the Property shall be done so as to not impede the Seller's access to the drive-path along the southwestern corner of the Property.

C. OTHER TERMS AND CONDITIONS.

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

2. Default.

- a. **Rights of Purchaser or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party provided, however, the damages sought by the non-defaulting party shall not exceed the Purchase Price. This limitation, however, shall not prevent either party from seeking attorney's fees under O.C.G.A. § 13-6-11.
3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Effective Date, except for changes made to the condition of Property pursuant to the written agreement of Purchaser and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Purchaser of the same and provide Purchaser with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Purchaser or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Purchaser or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Effective Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or

seven (7) days from the date that Property has been restored to substantially the same condition as on the Effective Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

- a. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Purchaser and Seller. This Agreement may not be assigned by Purchaser except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- d. **Time of Essence:** Time is of the essence of this Agreement.
- e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- f. **Effective Date:** The Effective Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Effective Date below and promptly give notice of this date to the other party. Filling in the Effective Date shall not be deemed to be a counteroffer.
- g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Purchaser's mortgage lender or the other party.

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

Offer and Acceptance. Purchaser's delivery of a copy of this Agreement countersigned by Purchaser shall be deemed an acceptance to the offer to purchase the Property pursuant to the terms hereof.

PURCHASER:

SELLER:

THE CITY OF NORCROSS

By Mayor, Craig Newton



Barbara Brice

Minutes Acceptance: Minutes of Feb 6, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

Property Description

Report Created: 4/8/2022

Time: 10:11am

Project: 210206_DESIGN

Description: Cochran Drive & Valley Road Pedestrian Connection

File Name: G:\Shared drives\2021 Projects\210206 - Norcross - Cochran Drive Valley Road Pedestrian Connection\CAD\Drawings

Last Revised: sbolduc 4/8/2022 10:11:39 AM

Input Grid Factor: 1.00000000

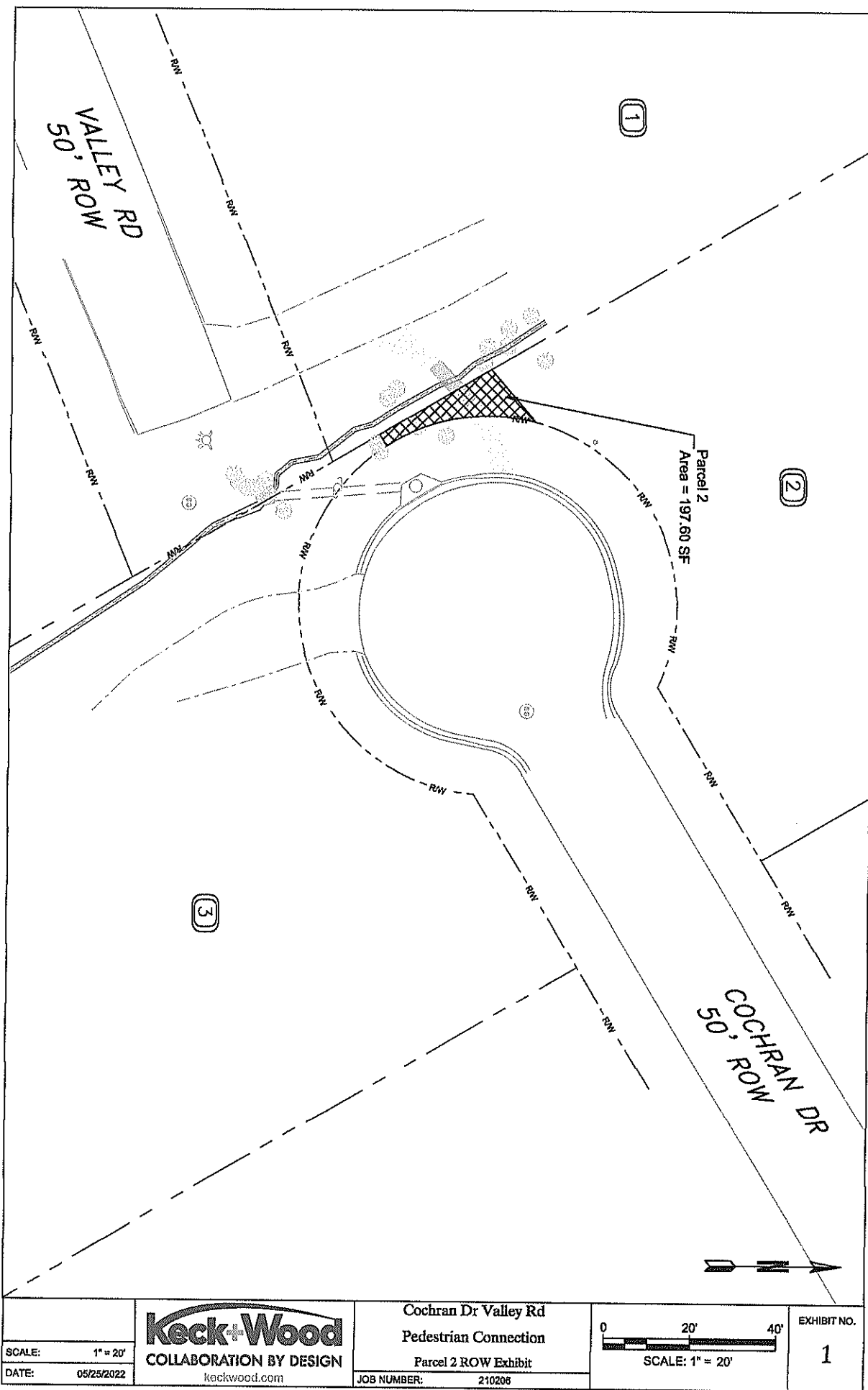
Note: All units in this report are in feet unless specified otherwise.

Alignment Name: DE301

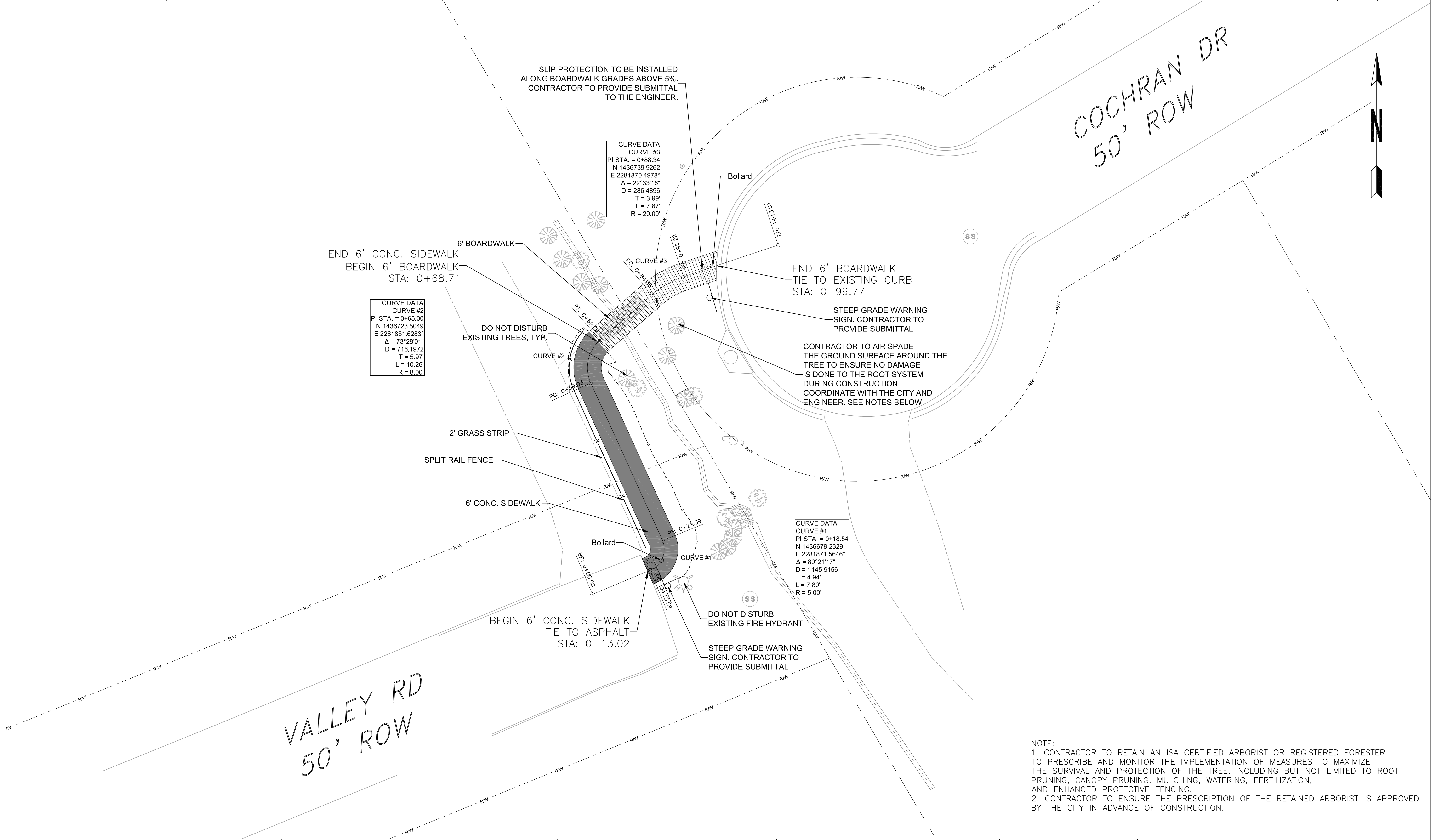
Alignment Description: Parcel 2 Easement

Beginning at a point 18.654 feet right of Trail Centerline at Station 0+49.26 thence S 57°45'04.9" W a distance of 3.066 feet to a point 15.616 feet right of Trail Centerline at Station 0+48.84 thence N 30°25'43.4" W a distance of 29.802 feet to a point 9.357 feet left of Trail Centerline at Station 0+79.18 thence N 48°59'26.9" E a distance of 15.959 feet to a point 11.270 feet left of Trail Centerline at Station 0+91.39 thence along an arc 35.991 feet to the right, having a radius of 43.904 feet, the chord of which is S 9°16'55.6" E a distance of 34.991 feet, to a point 18.654 feet right of Trail Centerline at Station 0+49.26 and the POINT OF BEGINNING.

The above described parcel contains ± 0.00 acres (197.601 sq. ft.)







NOTE:
1. CONTRACTOR TO RETAIN AN ISA CERTIFIED ARBORIST OR REGISTERED FORESTER TO PRESCRIBE AND MONITOR THE IMPLEMENTATION OF MEASURES TO MAXIMIZE THE SURVIVAL AND PROTECTION OF THE TREE, INCLUDING BUT NOT LIMITED TO ROOT PRUNING, CANOPY PRUNING, MULCHING, WATERING, FERTILIZATION, AND ENHANCED PROTECTIVE FENCING.
2. CONTRACTOR TO ENSURE THE PRESCRIPTION OF THE RETAINED ARBORIST IS APPROVED BY THE CITY IN ADVANCE OF CONSTRUCTION.

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)				REVISION DATES	CONSTRUCTION PLAN		
							COCHRAN DRIVE PEDESTRIAN CONNECTION CITY OF NORCROSS, GEORGIA		
						CHECKED:	DATE: 12/16/2022	DRAWING No.	
						BACKCHECKED:	DATE:	13-0001	
						CORRECTED:	DATE:		
						VERIFIED:	DATE:		

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, February 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 Dr. Arlene Beckles

Minutes Acceptance: Minutes of Feb 20, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Absent	
Dr. Arlene Beckles	Councilmember	Present	

Policy Work Session was called to order at 6:32 PM by Mayor Craig Newton

B. Citizen Input

*Faye McFarland; Resident – Comments regarding item 23-6681: Discussion of Potential City Homestead Property Tax Exemption(s)

*Hannah Park; Resident - Comments concerning bicycles and smoking at Pinnacle Park

C. Board Updates

There are no Board Updates to be presented.

D. General Updates

* Pedal Norcross Update - Chelsea Youmans (Presentation rescheduled)

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

There are no Board, Commission, or Authority appointments or re-appointments for Mayor and Council to consider at this time.

G. City Manager's Report**H. Items for Discussion****1. 23-6675: Contract for Translation Services**

RESULT: THIS MATTER WAS REFERRED TO

Next: 3/6/2023 6:30 PM

TO: Mayor and Council

2. 23-6676: Comp Plan Kickoff Presentation

RESULT: REFERRED TO THE NEXT PUBLIC HEARING

Next: 3/6/2023 6:30 PM

TO: Mayor and Council

3. 23-6677: Summerour Park Concession Stand RFP

RESULT: THIS MATTER WAS REFERRED TO

Next: 3/6/2023 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Feb 20, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **23-6678: RFQ for Contracted Work Building Maintenance Contracted Services**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/6/2023 6:30 PM
TO:	Mayor and Council

5. **23-6679: RFQ for Overhead and Underground Distribution Construction Labor and Equipment Rates**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/6/2023 6:30 PM
TO:	Mayor and Council

6. **23-6680: City of Ethics Re-certification**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/6/2023 6:30 PM
TO:	Mayor and Council

7. **23-6681: Discussion of Potential City Homestead Property Tax Exemption(S)**

RESULT:	TABLED TO
	Next: 5/15/2023 6:30 PM
TO:	Policy Work Session

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

The meeting adjourned to Executive Session for Personnel and Real Estate at 8:28 PM with a motion by Councilmember Bare; seconded by Mayor Pro Tem Gaynor.

J. **Signed by:** _____ **Mayor Craig Newton**K. **Attest:** _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Feb 20, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	23-6689	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	2/28/2023	In Control:	Mayor and Council
On Agenda:	3/6/2023 6:30 PM	Status:	Scheduled
Title:	Acceptance of the Agenda		
Sponsors:			
Code Sections:			
Attachments:			

Title
Acceptance of the Agenda

Motion
A motion to Accept the Agenda as Presented



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	23-6662	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	1/31/2023	In Control:	Mayor and Council
On Agenda:	3/6/2023 6:30 PM	Status:	Scheduled
Title:	Proclamation Recognizing Susan Bell		

Sponsors:

Code Sections:

Attachments:

1. [Susan Bell Proclamation - SNC](#)

Title

Proclamation Recognizing Susan Bell

Presenter

Mayor Craig Newton

A proclamation honoring Susan Bell for her service on the Sustainable Norcross Commission.

Proclamation

City of Norcross, Georgia
Recognition and Celebration of *Dedicated Service*

- WHEREAS:** change is constant and affects all cities. Sustainability planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** sustainability planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in sustainability planning and plan implementation; and
- WHEREAS:** Susan Bell has improved the Norcross Community by contributing to the Sustainable Norcross Commission as a member, being instrumental in the Pedal Norcross event, Neighborhood Recycling event as well as the Norcross Community Market and greatly contributing to the Norcross recertification as an Atlanta Regional Commission Platinum Certified Green Community in 2022; and
- WHEREAS:** Susan Bell has faithfully and conscientiously served the city of Norcross and its citizens and during which period of time numerous projects were initiated through her leadership which will continue to have a growing sustainability impact on the city of Norcross; and
- WHEREAS:** Susan Bell has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** her performance of the duties and responsibilities as a member of this community has been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back over its many years of being, a few individuals stand out for their caring, their contribution, and their vision, which have made the City of Norcross such a fine place to live;

NOW, THEREFORE, I Craig Newton, commend Susan Bell for her valuable service, her dedication, and many contributions to the progress of the community and to the citizens of the City of Norcross, and extend our personal thanks and those of the City Council and all our citizens for her dedicated and faithful service.

Mayor Craig Newton

Attest: Monique Philip, City Clerk

Attachment: Susan Bell Proclamation - SNC (23-6662 : Proclamation Recognizing Susan Bell)



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	23-6676	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	2/10/2023	In Control:	Mayor and Council
On Agenda:	3/6/2023 6:30 PM	Status:	Scheduled
Title:	Comp Plan Kickoff Presentation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Com Plan And LCI Kickoff PH](#)
2. [Public Hearing Kickoff Presentation](#)

Title

Comp Plan Kickoff Presentation

Drafter

Tracy Rye

Motion

A motion to Approve/Deny a request to conduct the State required kick off public hearing for the update to the Norcross Comprehensive Plan and Town Center LCI.



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: Tracy Rye, AICP
Assistant City Manager/CDP Director

Agenda: March 6, 2023 - Mayor and Council

Agenda #: 23-6676

Item: Comprehensive Plan and Town Center LCI Kick off Public Hearing

CC: Eric Johnson, City Manager

Recommendation

To conduct the State required kick off public hearing for the update to the Norcross Comprehensive Plan and Town Center LCI.

Background

The City is has just begun work on an update of its Comprehensive Plan per Georgia Department of Community Affairs (DCA) guidelines as well as an update to its Town Center LCI. To officially kick-off work on the plans, and to inform the public of how they can be involved, staff is presenting an overview of the project's scope, schedule and public involvement efforts. DCA requires that a public hearing be held at the beginning of the project, so staff will be presenting this same material at the March 6, 2023 regular Mayor and City Council Meeting.

Work on the Comprehensive Plan Update will be conducted following DCA guidelines and will be completed by the DCA deadline of February 28, 2024. The plan update is required for the city to maintain its Qualified Local Government Status, making it eligible to receive state funding. The Comprehensive Plan also contains the city's Future Development Map and land use policies, and as such plays an important role in providing legal defense for rezoning decisions. The plan will include a five-year

Community Work Program, that will address identified needs and opportunities that will impact the city's growth over the next twenty years.

In conjunction with this Plan Update, the City is also undertaking an update to its Town Center LCI. Both efforts, the Comprehensive Plan Update and the LCI, will play an important role in defining and implementing the city's future vision, and will be undertaken with extensive public input. A Steering Committee has been established to serve as a sounding board for the projects, a series of public engagement events will be held in the coming months, that can include pop-up events, community workshops and/or an open house. A project website will be available, that will provide copies of draft materials, make available on-line surveys, and provide contact information and updated schedules. It is anticipated that work for both documents will be completed by February 2024. Throughout the process, Mayor and City Council will be regularly updated. Currently, interviews are being conducted with the city staff and elected officials, along with other stakeholders to gather input and direction on the projects

Financial Impact

Comprehensive Plan \$75,000 Capital Projects Budget (existing allocation)
Town Center LCI Update \$160,000 ARC; \$40,000 Capital Projects Budget (existing allocation)

Consistent with Comprehensive Plan?

This project is considered to be consistent with Goal 1 to Continue to Define Norcross' Sense of Place by updating the City's Comprehensive Plan on the State's predefined schedule and Community Work Program item LU. 3, Update Town Center LCI

Next Steps

Mayor and Council meeting, Monday, March 6, 2023, 6:30 PM

Attachments

Update



NORCROSS

IMAGINE OUR FUTURE

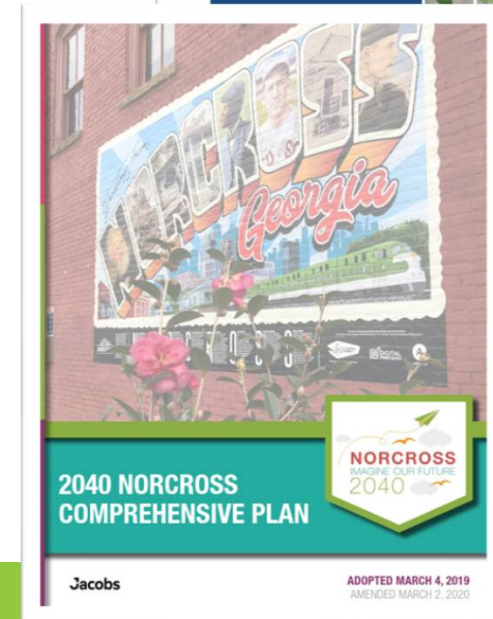
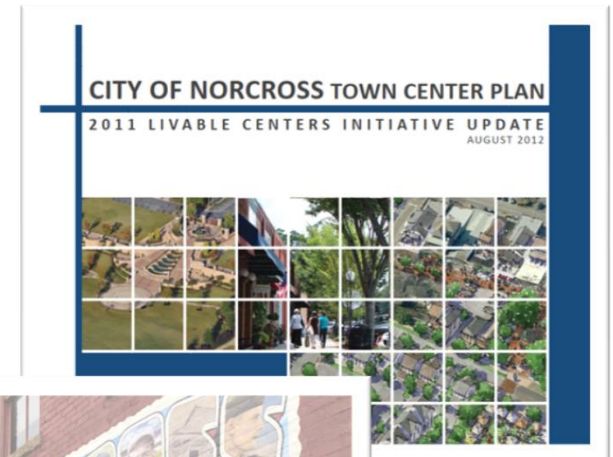
Updates to the Town Center LCI and 2040 Comprehensive Plan

Kickoff Public Hearing
March 6, 2023



Agenda

- § Scope and purpose of the plans we are updating
- § Project goals
- § Project approach
- § How the public can be involved?
- § How to contact us?



Scope and purpose of the plans being updated

Comprehensive Plan

- § Defines the long-term vision for the entire City
- § Policy guide for future actions based on a shared vision
- § Required by state law in order to receive certain funding

Town Center Livable Centers Initiative (LCI)

- § Encourages the co-location of diverse housing, employment, recreational and cultural amenities in the Town Center
- § Supports and plans for access to a range of travel modes
- § Fosters public-private partnerships and sustained community support, including those who are historically under-served and under-represented



Project Goals

Combined goals between updating the Comprehensive Plan and the LCI

Comp Plan

Validate the community's **vision** for the future

Review and incorporate recent plans and policies

Explore the ways and means to implement the vision

LCI

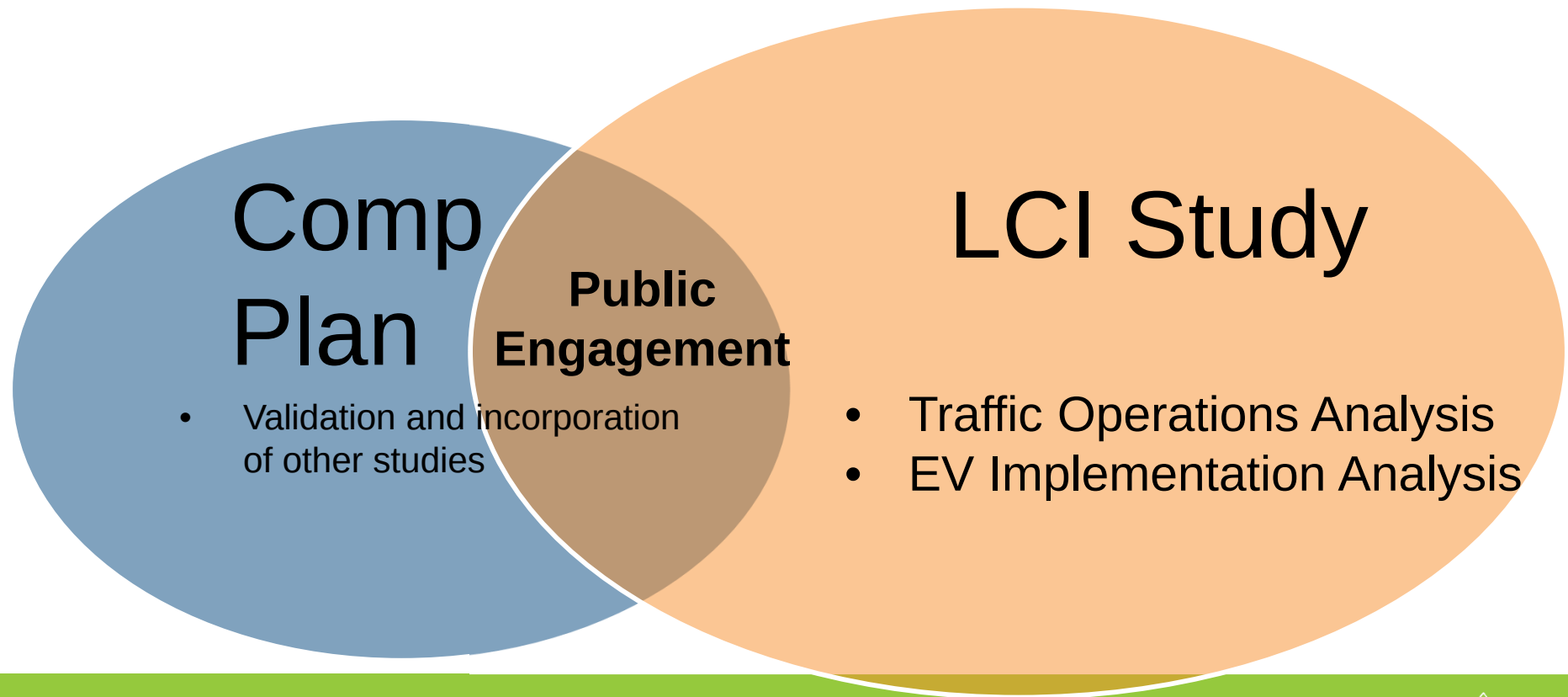
Study traffic operations within the Study Area, particularly at the railroad and Buford Hwy crossings

Evaluate how to better support the transition to Electric Vehicles

Develop implementation strategies for improvement



Integrated Approach focused on Implementation



Traffic Operations Analysis



- Steering Committee Vision
- Past Studies and Reports
- Stakeholder Interviews
- Pedestrian Safety Assessment
- Future Growth Trends
- Existing Conditions Assessment

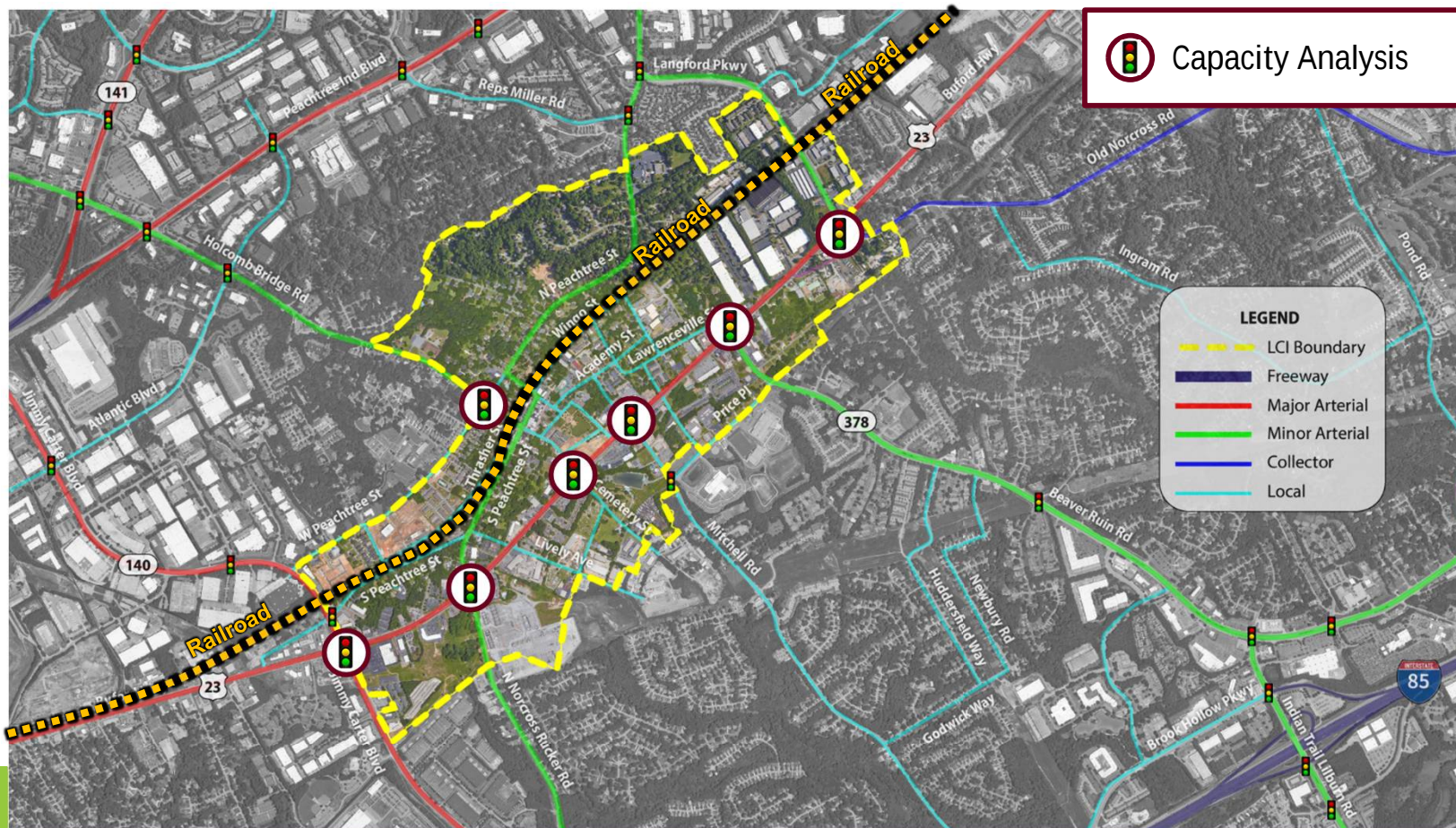
Examples:

- Buford Highway Congestion
- Railroad Crossings
- Mobility Connections across Buford Hwy
- Pedestrian Safety

Examples:

- Enhanced Intersection Crossings
- Alternative Intersection Solutions
- Streetscape Upgrades
- Lane Reconfigurations

Focus on Intersection Improvements



Buford Hwy Intersections:

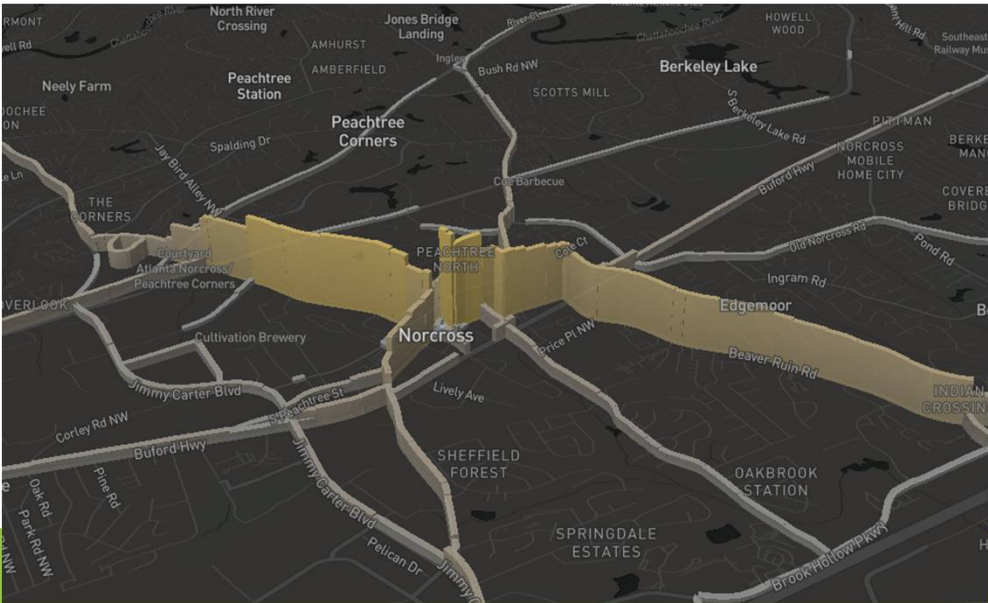
- § Jimmy Carter Blvd
 - § S Peachtree Rd / N Norcross Tucker Rd
 - § Holcomb Bridge Rd / S Cemetery St
 - § Mitchell Road
 - § Beaver Run Rd
 - § Old Norcross Rd
- At grade Railroad crossings:
- § Holcomb Bridge Rd
 - § Jones St/Park Dr
 - § Lanford Pkwy



StreetLight Data

StreetLight data will be used in place of traditional data collection measures, improving accuracy over one-day counting methods and offering additional insights like routing and multimodal results.

Top Routes for Vehicles to S Peachtree St



Pedestrian Activity along Buford Hwy

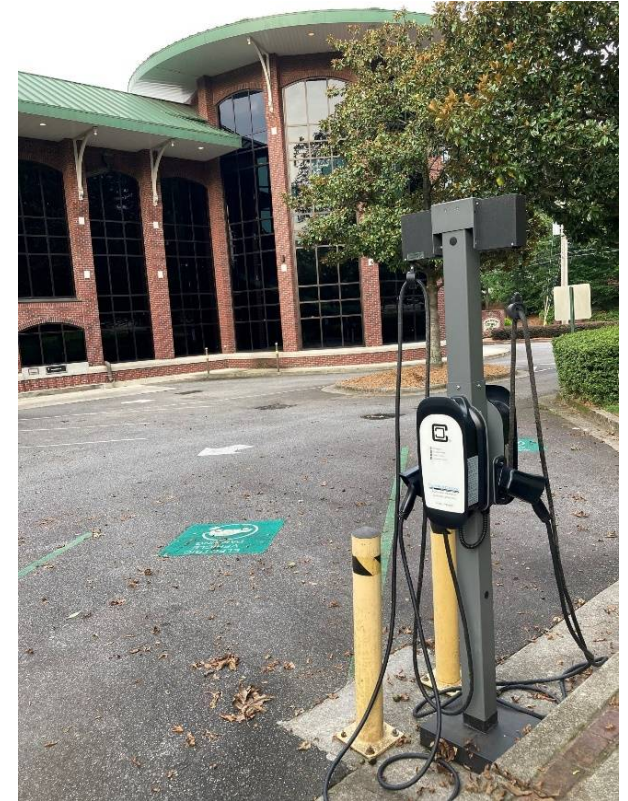


2021 AADT along Buford Hwy



Electric Vehicle (EV) Charging Planning Approach

- § Coordinate with ARC on Regional EV Plan
- § Research latest changes in EV technology
- § Use of StreetLight Data to create EV activity Heatmaps to Support Town Center EV Planning
- § Select recommended sites for EV charging
- § Help to identify funding opportunities



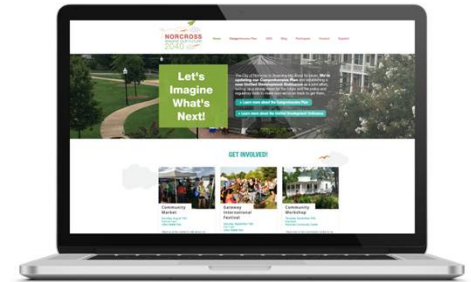
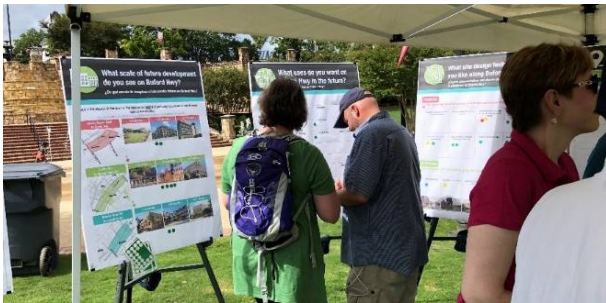
Schedule



- § **Public engagement** will be taking place over the **Spring, Summer, and Fall**
- § **Steering Committee** established:
 - Membership appointed by City Council
 - Will meet 5 times over the coming year, first meeting on March 7
- § Mayor and City Council will be **updated regularly** throughout the process

Achieving Outreach Success in Norcross

- § Engage the public where they are
- § Close partnership with community advocates will build success
- § Use art and other graphics to tell the community's story and vision
- § Make participation easy, fun, and attractive!



www.imagineourfuture.org



How the public can be involved?

- § Project Website, www.imagineourfuture.org
- § Online surveys
- § On-the-spot engagements (Spring and Summer 2023)
 - Special Needs Easter Egg Hunt on April 8
- § Open House (*Fall 2023*)
- § Adoption Public Hearings (*early 2024*)



Questions? Comments!

Contact Information:
Jim Summerbell, AICP
Project Manager
Jim.summerbell@jacobs.com
404-978-7579





City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	23-6675	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	2/10/2023	In Control:	Mayor and Council
On Agenda:	3/6/2023 6:30 PM	Status:	Scheduled
Title:	Contract for Translation Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Language Interpretation Service Agreement](#)
2. [Language Line Solutions Agreement](#)

Title

Contract for Translation Services

Drafter

Bill Grogan

Motion

A motion to Approve/Deny an agreement with Language Line Solutions to be our telephone language interpreter services vendor.



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: March 6, 2023 - Mayor and Council

Item No.: 23-6675
+

Title: Language Interpretation Service Agreement

CC: Eric Johnson, City Manager

Recommendation – Approve agreement with Language Line Solutions to be our telephone language interpreter services vendor.

Background –

We evaluated three companies for language interpreter services. Our current vendor, Voiance, provides an adequate service, however we have experienced several issues in the past with our account not being properly set up as an emergency communications center, resulting in delayed answer times. Based on our 2022 translation calls from Voiance, our agency processed 1,049 calls for a total of 8,785 minutes. Approximately 94% of our interpreter calls are for Spanish. Voiance quoted the highest per minute rate at \$0.78 per minute for Spanish with the same rate for all other languages. We also received quotes from Language Line Solutions and Propio. Language Line Solutions provided quotes for Spanish at \$0.64 per minute and all other languages at \$0.69 per minute. Propio provided quotes for Spanish calls at \$0.59 per minute and all other languages at \$0.79 per minute.

Even though Propio provided the lowest rate for Spanish calls, after speaking with several current Propio clients, all agencies expressed issues with Propio's call answer times and constant problems with call connectivity. Propio employs only remote translators and does not utilize call centers. We received positive feedback from current clients of Language Line Solutions and Voiance. Both Voiance and Language Line Solutions utilize Call Centers in North America for most of their interpreters and have some remote employees. Language Line Solutions has extensive experience working with public safety agencies and 911 PSAPs, and their pricing per minute is lower than our current vendor, Voiance.

Vendor	Spanish per Minute	All Other Languages per Minute
Propio	\$0.59	\$0.79
Language Line Solutions	\$0.64	\$0.69
Voiance	\$0.78	\$0.78

Financial Impact – \$5000 already allocated in FY23 budget.

Consistent with Comprehensive Plan? Yes, goals 2 and 6 specific to providing a safe environment and a high level of quality services for the city.

Next Steps – On approval, request Mayor's signature to execute agreement.

Attachments – Language Line Solutions service agreement.

Update – NA.

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

Participating Public Agency: City of Norcross Police Department	Customer # (if applicable): 26492
OMNIA Participation ID: 4003354	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(b) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment \$200.00
- (b) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone \$4.50
 - 1Solution Dual Handset IP Phone..... \$12.50
 - Panasonic® Cordless Phone with Dual Handsets \$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.

- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone.....	\$60.00
1Solution Dual Handset IP Phone.....	\$150.00
Panasonic Cordless Phone with Dual Handsets.....	\$85.00
Panasonic Headset	\$25.00
Handsets	\$10.00
Handset Splitters (price per unit).....	\$6.00
Wall Splitters (price per unit).....	\$6.00

2. LANGUAGELINE DIRECT RESPONSE

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

2.2. DIRECT RESPONSE FEES

- (a) **STANDARD**..... \$350.00
- (b) **PREMIUM** per language..... \$650.00
- (c) **DEDICATED TOLL-FREE LINE** per line \$150.00
- (d) **INCREMENTAL PRICE PER MINUTE** applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting. \$0.25

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

3. LANGUAGELINE INSIGHT VIDEO INTERPRETING

3.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

3.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION** Monthly Service Fee or One-Time Fee..... Waived
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$2.25	\$1.50	\$1.85

4. LANGUAGE ONSITE INTERPRETING

4.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.
- (b) **SERVICE DELIVERY**
 - Services are available by assignment, with language availability dependent upon regional resources.
 - Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Physical onsite assignments at Customer's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: Falls Village, CT

4.2. LANGUAGELINE ONSITE INTERPRETING FEES

- (a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- (b) **MILEAGE/TRAVEL REIMBURSEMENT**
 - Charged at the prevailing IRS rate, currently \$0.585 per mile.
 - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
 - Parking/tolls charged if applicable.
- (c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

4.3. PRICING TABLE.

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

5. LANGUAGELINE TESTING & TRAINING

5.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.
- (b) **DELIVERABLES.**
 - Assessments and courses offered in 46 languages.
 - Test results delivered within 5 business days.
 - Training deliverables will be agreed-upon at the beginning of the project.

5.2. LANGUAGELINE TESTING AND TRAINING FEES

- (a) **CANCELATION**
 - Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- To reschedule or cancel, please e-mail LLA@LanguageLine.com.

(b) **PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.

Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	\$230	\$230	\$175

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the client.
- *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- **Delivered via phone or onsite, and requires a minimum of 10 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageline.com.
- Group training discounts are based on the actual number of participants.

6. LANGUAGELINE TRANSLATION AND LOCALIZATION

6.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine utilizes ISO-certified workflows to convert CUSTOMER's written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:

- Translation of written text
- Modifying graphics and design to properly display translated text
- Changing content to suit preferences
- Converting to local currencies and units of measurement
- Using proper formatting for elements like dates, addresses, and phone numbers
- Addressing local regulations and legal requirements

- (b) **DELIVERABLES.**

- Services may be requested at <https://www.languageline.com/s/RequestAQuote>, via email to translation@languageline.com or by calling 1-800-878-8523.
- LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

- 6.2. PRICING TABLES.** Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	\$0.15/word
Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		\$0.29/word

ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @\$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

6.3. DELIVERY GUIDELINES. Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgment before commencing work. Additional services or less common languages could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 50% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

7. TERMINATION. Either Party may terminate this Statement of Work (a) on ten (10) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Statement of Work for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

City of Norcross	LanguageLine Solutions
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	23-6677	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	2/10/2023	In Control:	Policy Work Session
On Agenda:	3/6/2023 6:30 PM	Status:	Scheduled
Title:	Summerour Park Concession Stand RFP		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Summerour Park Concession Stand RFP](#)
2. [A1\) Location Map](#)

Title

Summerour Park Concession Stand RFP

Drafter

Michael Jones

Motion

A motion to Approve/Deny a request for staff to proceed with issuing an RFP to accept proposals for quality concession services at Summerour Park,



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
Agenda: March 6, 2023 - Mayor and Council
Agenda #: 23-6677
Item: Summerour Park Concession Stand RFP
CC: Eric Johnson, City Manager

Recommendation

Staff is seeking direction from Mayor and Council to on how to proceed with the Summerour Park Concession Stand. Options included in previous meetings was either to approve going out for RFP or to extend the current agreement with the current organization. If direction from Mayor and Council is to request sealed proposals from interested contractors to provide quality concession services at the Summerour Park, the concession stands must provide moderately priced food and drinks items.

Background

This item was tabled from the December Regular meeting.

The Gwinnett County Board of Education (GCBOE) leases the athletic field and adjacent concessions building (aka, the Lions Club Property) to the City of Norcross. The city has been approached by Sonia Lopez on behalf of Alianza Salvadorena Miami Atlanta Corporation to lease the concessions building to operate the concessions stand for the benefit of users of the adjacent athletic field. Ms. Lopez works with the Lions Club on various activities within the City of Norcross. Alianza Salvadorena Miami Atlanta Corporation has obtained insurance as required by the sublease. Further, any sale of food will require appropriate permits from the Health Department and/or the Georgia Department of Agriculture (e.g., a Cottage Kitchen license for food prepared at home).

The concession stand must be operated in a professional manner providing moderately priced food and beverages items. The concession stand may not be used by the contractor for any other functions/ facilities other than food service without prior written approval from the city. Staff is recommending that sealed proposals be collected from interested and experienced operators to provide the concession stand service at the Summerour Park.

During the December Regular meeting, multiple options were discussed.

- 1) Obtain prior approval of a specimen contract from GCBOE, followed by extending the current agreement on a month-to-month basis to the current organization.
- 2) Obtain prior approval of a specimen contract from GCBOE, followed by staff going through the RFP process.
- 3) Staff proceed with the RFP process, approve, followed by GCBOE approval, then award of contract.

NO ALCOHOLIC BEVERAGES MAY BE BROUGHT ON OR SOLD ON THE PROPERTY.

Based on direction from the council, staff can request that the proposers be a nonprofit organization (NPO) to operate the concession stand.

Financial impact

The monthly income will be determined after sealed bids are submitted to the city.

Consistent with Comprehensive Plan?

Yes, proceeding forward with this RFP 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

Staff will proceed with the option based on the direction from Mayor and Council

Attachments

A1) Location Map.

Update

N/A

Summerour Middle School

Concession Stand

Soccer Field Leased to UFA

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City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#: 23-6678 **Version:**

Type: Agenda Item **Status:** Agenda Ready

File Created: 2/10/2023 **In Control:** Mayor and Council

On Agenda: 3/6/2023 6:30 PM **Status:** Scheduled

Title: RFQ for Contracted Work Building Maintenance Contracted Services

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Building Maintenance RFQ](#)
2. [RFQ for On-Demand Building Maintenance Services](#)

Title

RFQ for Contracted Work Building Maintenance Contracted Services

Drafter

John Davis

Motion

A motion to Approve/Deny a request to proceed with an RFQ to solicit qualified contractors for on-call Mechanical, Electrical, and Plumbing services on an annual contract.



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 PHILLIP**

Agenda Report

To: Mayor and Council

From: John Davis, Public Works Superintendent

Agenda: March 6, 2023 - Mayor and Council

Item #: 23-6678

Title: Request for Quote (RFQ) For Mechanical, Electrical, And Plumbing Services On An Annual Contract

CC: Eric Johnson, City Manager

Recommendation

A request to proceed with an RFQ to solicit qualified contractors for on-call Mechanical, Electrical, and Plumbing services on an annual contract.

Background

With the challenges the Public Works division is currently undergoing with staffing and the lack of crucial talented applicants, staff is requesting to proceed with an RFQ from licensed and qualified contractors to provide all labor, material, and equipment in performing all work necessary for maintenance, repairs and/or installations of Mechanical, Electrical and plumbing systems, components, and fixtures as required by the City's service requests. This is an on-demand contract. Annual quantities on the quote schedules are estimates only. Quantities will vary depending upon need. Services will be utilized on an as-needed project-by-project basis.

Some of the basic requirements will be as follows:

- 1) **Mechanical services:**
 - Thermostat replacement and repairs
 - Lubricate all moving parts
 - Check and inspect condensate drains in air conditioning, furnace and/or heat pump
 - Check, clean, and adjust blower components
 - Tighten all electrical connections and measure voltage and current on motors
 - Replace faulty connections

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>



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 PHILLIP**

- Check system controls
- Clean evaporate and condenser air conditions coils
- Check and maintain proper air conditioner's refrigerant levels
- Check all gas (or oil) connections, gas pressure, burner combustion and heat exchange
- Inspect, clean or change air filters
- 2) **Electrical Services:**
 - Change ballasts (dimmer, regular, and emergency) 277 voltage
 - Receptacles 120 volts
 - Maintain dry-type transformers
 - Inspect and maintain breaker
 - Light switches (toggle and motion) and Wall Outlets
 - Electronic automatic flush toilets
 - Replacement/installation of troffers and other fixtures •
 - Update existing lighting fixtures to LED •
 - Exterior wall sconces
 - Low voltage device repair and replacement
 - New data and power circuits
 - Cubical installation and repair (electrical portion)
- 3) **Plumbing services:**
 - Water service lines and valves from the meters to the facilities
 - Domestic water piping throughout the facilities
 - Commercial and residential grade toilets, urinals, flush valves, sinks, showers, faucets, floor drains, and associated connections and piping
 - Sanitary waste piping within the facilities
 - Gas and electric water heaters
 - Electric water coolers
 - Outdoor and indoor drinking fountains
 - Sewer line repair, inspection, and unclogging
 - Kitchen equipment connections for gas and water lines
 - Miscellaneous and general plumbing items
 - Welding of piping and piping connections
 - Water features

Financial impact

To be determined based on the provided rates.

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Consistent with Comprehensive Plan?

Yes, proceeding forward with this RFQ 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, staff will proceed with going out for an RFQ

Attachments

N/A

Update

N/A



REQUEST FOR STATEMENT OF QUALIFICATIONS
RFQ PWUP 23-10
ON-DEMAN BUILDING MAINTNEANCE SERVICES

INSTRUCTIONS

The qualification package PDF shall be emailed to:

City of Norcross
Public Works, Utilities and Parks Department
Attn: John Davis, Public Works Superintendent

All Proposals must be submitted by **11 am, Friday April 28, 2023**, to:

John Davis – Public Works Superintendent
John.Davis@norcrossga.net
Public Works, Utilities and Parks Department

Please submit questions via e-mail only to John Davis via e-mail at John.Davis@norcrossga.net All questions/requests must be submitted via e-mail prior to **5 p.m Thursday April 13, 2023**.

A pre-proposal meeting will be held on **Friday March 31, 2023**, at 11:00 am @ 345 Lively Ave, Norcross, GA 30071 attendance is mandatory.

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted 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.

We appreciate your interest in the City of Norcross!

RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an 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 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 RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for this RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the 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 company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated 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 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 RFQ.
9. _____ **Review and read the 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 in the Schedule of Events and within the document, and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted.

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

CITY OF NORCROSS STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the City of Norcross and is subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Norcross.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services, which meet or exceed the specifications. The City of Norcross reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of one hundred twenty (120) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Company to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

Phone Number _____ Email Address _____

CITY OF NORCROSS DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Norcross officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Company _____

Name and the official position of the Norcross Official to whom the campaign contribution was made
(Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Norcross Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Norcross and your relation:

_____	_____
_____	_____

1.0 **INTRODUCTION**

1.1 **PURPOSE OF PROCUREMENT**

The City of Norcross seeks licensed and qualified contractors to provide all labor, material, and equipment in performing all work necessary for maintenance, repairs and/or installation of Mechanical, Electrical, and Plumbing systems, components and fixtures as required by the city's service requests. This is an on-demand contract, annual quantities on the quote schedules are estimates only. Quantities will vary upon need. Services will be utilized on as-needed project - by-project basis.

Services provided under the on-demand Mechanical, Electrical, and Plumbing services agreement could include the following;

1) Mechanical services:

- Thermostat replacement and repairs.
- Lubricate all moving parts.
- Check and inspect condensate drains in air conditioning, furnace and/or heat pump.
- Check, clean, and adjust blower components.
- Tighten all electrical connections and measure voltage and current on motors.
- Replace faulty connections.
- Check system controls.
- Clean evaporate and condenser air conditions coils.
- Check and maintain proper air conditioner's refrigerant levels.
- Check all gas (or oil) connections, gas pressure, burner combustion and heat exchange.
- Inspect, clean, or change air filters.

2) Electrical Services:

- Change ballasts (dimmer, regular, and emergency) 277 voltage.
- Receptacles 120 volts
- Maintain dry type transformers
- Inspect and maintain breaker.
- Light switches (toggle and motion) and Wall Outlets
- Electronic automatic flush toilets
- Replacement/installation of troffers and other fixtures
- Update existing lighting fixtures to LED
- Exterior wall sconces
- Low voltage device repair and replacement
- New data and power circuits
- Cubical installation and repair (electrical portion)

3) Plumbing services:

- Water service lines and valves from the meters to the facilities
- Domestic water piping throughout the facilities
- Commercial and residential grade toilets, urinals, flush valves, sinks, showers, faucets, floor drains, and associated connections and piping
- Sanitary waste piping within the facilities
- Gas and electric water heaters
- Electric water coolers

- Outdoor and indoor drinking fountains
- Sewer line repair, inspection, and unclogging
- Kitchen equipment connections for gas and water lines
- Miscellaneous and general plumbing items
- Welding of piping and piping connections
- Water features

The City intends to select a number of contractors through the qualification based process, and intends to execute an on-call contractor agreements (with annual renewal options not to exceed 3-years) with the selected contractors for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected contractors. The selected contractors will work with and coordinate with the City of Norcross and Public Works, Utilities and Parks Departments and any other departments throughout the life of the program. Selected contractors will be expected to provide services in accordance with the project schedule established by the City of Norcross.

1.2 STATEMENT OF QUALIFICATIONS CERTIFICATION

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Norcross certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statement of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.3 SCHEDULE OF EVENTS

See Exhibit B for the detail Schedule of Events.

1.4 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFQ must be submitted in the following format:

Company Name

1. Question

Citation of relevant section of the RFQ

2. Question

Citation of relevant section of the RFQ

Questions must be directed in writing to the following person no later than **5 P.M, Thursday April 13,2023**

John Davis
Public Works Superintendent
City of Norcross
345 Lively Ave,
Norcross, GA 30071
John.Davis@norcrossga.net

Questions must include the company name and the referenced RFQ section.

From the issue date of this RFQ until a contractor is selected and the selection is announced, Companies are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Company's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualifications of any Company violating this provision. All questions concerning this RFQ must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written questions will be accepted. No response other than written responses will be binding upon the City.

1.5 DEFINITION OF TERMS

OCGA - Official Code of Georgia Annotated (State Statute)

Company – Respondent to this Request for Statement of Qualifications

RFQ - Request for Statement of Qualifications

1.6 DESCRIPTION OF REQUIREMENTS

The City of Norcross has established certain requirements with respect to Statement of Qualifications/ to be submitted by Company.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to be a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of Company's Statement of Qualifications.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to be a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

1.6.1 Resulting Contract

This RFQ and any addenda, the Company's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract, **attached as Appendix D**, contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring Company. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, a Company **must** meet the intent of all mandatory requirements. The City will determine whether a Company's RFQ response complies with

the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, Company agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.6.4 Company's Signature

The Statement of Qualifications must be signed by an individual authorized to legally bind the Company submitting the Statement of Qualifications. The Company's signature on the Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Norcross from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.7 SUBMITTING A STATEMENT OF QUALIFICATIONS

1.7.1 Organization of Statement of Qualifications

Company must organize their Statement of Qualifications into sections that follow the format of this RFQ. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Company's response to a specific subsection, the Company shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

"(Company's Name)" understands and will comply.

1.7.2 Failure to Comply with Instruction

Company failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Company must submit a PDF Statement of Qualifications to the Public Works, Utilities and Parks Department located at 345 Lively Ave, Norcross, GA 30071. Statement of Qualifications email submittal must be containing the subject line RFQ PWUP 23-10. **Statement of Statement of Qualifications must be received by 11:00 am local time, April 28, 2023.**

1.7.5 Late Statement of Qualifications

Regardless of cause, late Statement of Statement of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Company's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the Company at the expense of the Company or destroyed if requested.

1.8 REQUIRED REVIEW

1.8.1 Review RFQ

Company should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which they discover upon examination of this RFQ.

1.8.2 Form of Questions

Company with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the staff member referenced above on or before **5 pm, Thursday April 13, 2023**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Responses

The City will provide an official written response to all questions received by **Thursday April 13, 2023**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the City's website at: <https://www.norcrossga.net/bids.aspx> by the close of business by **Monday April 17, 2023**. Company must sign and return any addendum with their RFQ response.

1.8.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, Company agrees to acceptance of the standard terms and conditions and standard contract as set out **in Appendix D of this RFQ**. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions or with the Company's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Company's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor,

insubstantial requests for exceptions with the highest scoring Company during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all Company submitting a response to this RFQ.

1.8.5 Project Oversight and Staffing

The successful company will report to the Public Works, Utilities and Parks Department. Staff contacts and oversight will be determined at the Project Kickoff Meeting. Project status is mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.1 RFQ STANDARD INFORMATION

2.2 AUTHORITY

This RFQ is issued under the authority of the City of Norcross. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.3 COMPANY COMPETITION

The City encourages free and open competition among Companies. Whenever possible, the City will design specifications, Statement of Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.4 RECEIPT OF STATEMENT OF QUALIFICATIONS AND PUBLIC INSPECTION

2.4.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying the day after the Mayor and Council select a list of Qualified Consultants and the Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Norcross (3) any company financial information requested by the City of Norcross to determine Contractor responsibility, unless prior written consent has been given by the Company; and (4) other constitutional protections.

2.4.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the staff

member in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.4.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications does not contain confidential material in the cost or price section.
- An affidavit from a Company's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualifications containing trade secrets.

Information separated out under this process will be available for review only by the staff member, the evaluation committee members, and limited other designees. Company must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.5 CLASSIFICATION AND EVALUATION OF STATEMENT OF QUALIFICATIONS

2.5.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either "responsive" or "non-responsive". Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.5.2 Determination of Responsibility

The procurement officer will determine whether a Company has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and throughout contract negotiations, if information surfaces that would result in a determination of non-responsibility. If a Company is found to be non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Company.

2.5.3 Evaluation of Statement of Qualifications

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in

terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.5.4 Completeness of Statement of Qualifications

Selection and award will be based on the Company's Statement of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Company outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Company being disqualified from further consideration.

2.5 CITY'S RIGHTS RESERVED

Issuance of the RFQ in no way constitutes a commitment by the City of Norcross to award and execute a contract. Upon determination, such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all Statement of Qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications;
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.

3 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements, which must be present in the Statement of Qualifications before further consideration will be given. Company must prepare and submit a response, which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 INTRODUCTION

The City of Norcross seeks licensed and qualified contractors to provide all labor, material, and equipment in performing all work necessary for maintenance, repairs and/or installation of Mechanical, Electrical, and Plumbing systems, components and fixtures as required by the city's service requests. This is an on-demand contract, annual quantities on the quote schedules are estimates only. Quantities will vary upon need. Services will be utilized on as-needed project -by-project basis. Services provided under the on-demand Mechanical, Electrical, and Plumbing services agreement.

The City intends to select a number of contractors through the qualification based process, and intends to execute an on-call contractor agreements (with annual

renewal options not to exceed 3-years) with the selected contractors for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected contractors. The selected contractors will work with and coordinate with the City of Norcross and Public Works, Utilities and Parks Departments and any other departments throughout the life of the program. Selected contractors will be expected to provide services in accordance with the project schedule established by the City of Norcross.

3.2 BACKGROUND INFORMATION

Each successful contractor that is awarded an on-call contracting agreement by the City of Norcross will be forwarded selected project descriptions from time to time.

The contractor will be requested to prepare and submit proposed scopes of services and fees to complete the requested services. The contractor's submittal package for each project shall include:

- A detailed description of the services to be provided,
- A milestone schedule for major tasks to be conducted by the contractor.
- If applicable, a list of deliverables to be provided by the contractor.
- A proposed fee structure for the project.

The City will review each submittal and accept, reject, or negotiate a final scope and fee with the selected contractor. The City reserves the right to issue a project description to more than one contractor with on-call agreements. Upon acceptance of a final scope and fee for each project, the City will issue to the contractor a task order-indicating acceptance of the project proposal and authorization to commence services in accordance with the on-call contracting agreement and the project proposal.

3.3 SCOPE OF SERVICES

3.3.1 Description of tasks

The scope and services for each project may vary. It is expected that certain projects may require specialized tasks to be performed by sub-contractors. The following list of services, while not an exhaustive list, is provided to demonstrate the types of services that may be requested from the selected contractors:

1) Mechanical services:

- Thermostat replacement and repairs.
- Lubricate all moving parts.
- Check and inspect condensate drains in air conditioning, furnace and/or heat pump.
- Check, clean, and adjust blower components.
- Tighten all electrical connections and measure voltage and current on motors.
- Replace faulty connections.
- Check system controls.
- Clean evaporate and condenser air conditions coils.

- Check and maintain proper air conditioner's refrigerant levels.
- Check all gas (or oil) connections, gas pressure, burner combustion and heat exchange.
- Inspect, clean, or change air filters.

2) Electrical Services:

- Change ballasts (dimmer, regular, and emergency) 277 voltage.
- Receptacles 120 volts
- Maintain dry type transformers
- Inspect and maintain breaker.
- Light switches (toggle and motion) and Wall Outlets
- Electronic automatic flush toilets
- Replacement/installation of troffers and other fixtures
- Update existing lighting fixtures to LED
- Exterior wall sconces
- Low voltage device repair and replacement
- New data and power circuits
- Cubical installation and repair (electrical portion)

3) Plumbing services:

- Water service lines and valves from the meters to the facilities
- Domestic water piping throughout the facilities
- Commercial and residential grade toilets, urinals, flush valves, sinks, showers, faucets, floor drains, and associated connections and piping
- Sanitary waste piping within the facilities
- Gas and electric water heaters
- Electric water coolers
- Outdoor and indoor drinking fountains
- Sewer line repair, inspection, and unclogging
- Kitchen equipment connections for gas and water lines
- Miscellaneous and general plumbing items
- Welding of piping and piping connections
- Water features

3.3.2 General Information

1. It is extremely important that project schedules be met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Statement of Qualifications (SOQ).
2. City of Norcross will expect to liaison with a single project manager representing the contractor.
3. The City of Norcross reserves the right to approve sub-contractors.
4. The City may select the best-qualified contractor(s) based on the information received from interested firms because of this solicitation.
5. City of Norcross reserves the right to cancel all Request for Qualifications at any

time when it is determined to be in the best interest of the City.

6. City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
7. City of Norcross strongly encourages the solicitation of interest from Disadvantaged Business Enterprises (DBE). Any selection made because of this notice will be made without regard to race, color, religion, sex, or national origin.
8. City of Norcross anticipates hourly/not to exceed contracts to be awarded because of this advertisement.
9. It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the website for any revisions to this RFQ.
10. Incomplete submittals will not be considered. Late submittals will not be accepted.

4 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION

4.1 PROCESS FOR SUBMITTING STATEMENT OF QUALIFICATIONS

4.1.1 Preparation of Statement of Qualifications

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualifications, the Company should reference these materials in the technical Statement of Qualifications, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

4.1.2 Packaging of Statement of Qualifications

The Company's proposal in response to this RFQ must be divided into two appropriately labeled PDF files, a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission
 - Proposal Certification
 - Technical Proposal, addressing all requirements in Section 3.0
2. Financial Proposal
 - The Company must use the Financial Proposal form

Do not include cost information in the Technical Proposal

Mark the outside of package as follows:

Name of Company

Phone Number and Point of Contact for Company

RFQ # **RFQ 2023-10**

Due date: April 28, 2023 @ 11:00 AM Eastern Time

4.1.3 Number of Statement of Qualifications Copies

1. Technical Statement of Qualifications

- PDF, 2 copy delivered to PWUP Department @ 345 Lively Ave, Norcross, GA 30071

4.1.4 Submission of Statement of Qualifications

Statement of Qualifications must be submitted to the following via

PWUP Department @ 345 Lively Ave, Norcross, GA 30071

ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

4.2 EVALUATION PROCESS

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

4.2.1 Administrative Review

The Statement of Qualifications will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Technical Submission of Statement of Qualifications
3. All required documents have been submitted
4. All documents requiring an original signature have been signed (scanned original or digitally signed)

4.2.2 Mandatory Requirements Review

Statement of Qualifications, which pass the administrative review, will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Statement of Qualifications Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

1. **Qualifications of team (including sub-consultants) (30%)**
2. **Past experience and references of Team (30%)**
3. **Understanding/Willingness to meet expectation (20%)**
4. **Pricing (20%)**
 - See Appendix B

References may be contacted to confirm the consultant's history of project performance. The final selection of consultants to support the City of Norcross for Professional Services will be made based on qualifications and perceived ability to provide services.

4.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite a Company to present their technical solution to the Technical Evaluation Team.

4.2.5 Submittal Requirements

Failure to meet these requirements will result in the Statement of Qualifications being determined “non-responsive” and the entire submittal will be rejected.

1. Submittals of firm information and qualifications should be double-sided, 8½” x 11” **10** pages in length, exclusive of resumes (20 page PDF).
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), joint venture partner information (if applicable), and sub-consultants to be used by the

firm. If the firm has branch offices, state which office will be performing the majority of the work.

3. Provide the following information for prime and sub-consultant(s) for the last three (3) years: average number of permanent employees. Firms having offices other than the local office, this information should be listed for both the local office and the firm as a whole.
4. In table format and labeled TABLE 1, also for the last three (3) years, provide a brief description of 5-10 related projects completed (including construction costs). Include the name of the project owner, a contact name and telephone number, and where the work was performed.
5. One page of the SOQ shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11" x 17" in size. Additional information should not be added on this page.
6. Provide the names of key personnel (Principal, Project Manager, Lead Engineer, Hydraulic Engineer (list experience with drainage software), Surveyor, Structural Engineer, QC/QA Engineer, etc.) who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, actual work performed by the individual and experience with drafting and design software to be used (name and version).
7. The consultant's proposed project manager shall be identified and must be a professional licensed in the State of Georgia.
8. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.
9. The consultants should provide the name of their insurance carrier and the current insurance limits.
10. The consultant should provide a minimum of three (3) references, including name, position, phone number and email address.

4.3 REJECTION OF STATEMENT OF QUALIFICATIONS/CANCELLATION OF RFQ

The City reserves the right to reject any or all Statement of Qualifications, to waive any irregularity or informality in a Statement of Qualifications, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statement of Qualifications **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Company throughout this process.

4.4 CITY'S RIGHT TO INVESTIGATE AND REJECT

The City may make such investigations as deemed necessary to determine the ability of the Company to provide the supplies and/or perform the services specified.

4.4.1 Company Informational Requirements

In determining the capabilities of a Company to perform the services specified herein, the following informational requirements must be met by the Company. (Note: Each item must be thoroughly addressed. Company taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.4.1.1 Resumes/Company Profile and Experience

Company shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.4.1.2 Company Financial Stability

Company shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

5 TERMS AND CONDITIONS

5.1 RFQ AMENDMENTS

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the City's website at: <https://www.norcrossga.net/bids.aspx>. Companies are encouraged to check this website frequently.

5.2 STATEMENT OF QUALIFICATIONS WITHDRAWAL

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

5.3 COST FOR PREPARING STATEMENT OF QUALIFICATIONS

The cost for developing the Statement of Qualifications is the sole responsibility of the Company. The City will not provide reimbursement for such costs.

5.4 TERM

The term of this contract shall for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price

5.5 RENEWAL

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

5.6 CONFLICT OF INTEREST

If a Company has any existing client relationship that involves the City of Norcross, the Company must disclose each relationship.

5.7 ADA GUIDELINES

The City of Norcross adheres to the guidelines set forth in the Americans with Disabilities Act. Company should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Company's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.8 COMPLIANCE WITH LAWS

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

5.9 GOVERNING TERMS

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or

acceptance of the Materials shall not constitute consent to such additional or different terms.

5.10 INDEMNIFICATION

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

5.11 CORRECTIONS/CREDITS

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph is in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.12 INSURANCE

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 person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

5.13 CANCELLATION

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.14 INDEPENDENT CONTRACTOR

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

5.15 NO ASSIGNMENT

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.16 AUDIT

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.17 ATTORNEY'S FEES

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City because of such breach.

5.18 MISCELLANEOUS

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

5.19 SPECIALSTIPULATIONS

To the extent City attaches to this agreement any special terms, which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

APPENDIX A
SCHEDULE OF EVENTS
RFQ PWUP 23-10

Event:	Date:
Release of RFQ	March 10 th , 2023
Pre-Submittal Conference	March 31 st , @ 11:00 AM
Pre-Submittal Conference Location:	PWUP @345 Lively Ave
Deadline for Written Questions	April 13 th , 2023
Qualifications Due (Opening Date)	April 28 th @ 11:00 AM
Tech Evaluation Complete	TBD
Contract Award (On/about)	TBD

APPENDIX B Failure to return this page as part of you bid document may result in rejection of bid

RFQ # RFQ PWUP 23-10

COST PROPOSAL (Mechanical)

SECTION A: LABOR REGULAR HOURS					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
1	Labor Rate for Licensed HVAC Supervisor	200	Per Hour	\$	\$
2	Labor Rate for HVAC Mechanic	100	Per Hour	\$	\$
3	Labor Rate for HVAC Technician	100	Per Hour	\$	\$
SECTION A TOTAL					\$

SECTION B: LABOR AFTER-HOURS, HOLIDAY, AND OVERTIME					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
4	Labor Rate for Licensed HVAC Supervisor	30	Per Hour	\$	\$
5	Labor Rate for HVAC Mechanic	15	Per Hour	\$	\$
6	Labor Rate for HVAC Technician	15	Per Hour	\$	\$
SECTION B TOTAL					\$

SECTION C: LABOR FOR EMERGENCY CHARGES					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
7	Labor Rate for Licensed HVAC Supervisor	30	Per Hour	\$	\$
8	Labor Rate for HVAC Mechanic	15	Per Hour	\$	\$
9	Labor Rate for HVAC Technician	15	Per Hour	\$	\$
10	Trip Charge	2	Trips	\$	\$
SECTION C TOTAL					\$

SECTION D: PARTS/ EQUIPMENT PLUS PERCENTAGE MARK-UP				
ITEM #	DESCRIPTION	APPROX QTY	PERCENTAGE MARK-UP	TOTAL COST
11	State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 15% of Actual Costs)	\$30,000	%	\$
SECTION D TOTAL				\$

SECTION TOTALS	
SECTION A TOTAL	\$
SECTION B TOTAL	\$
SECTION C TOTAL	\$
SECTION D TOTAL	\$
GRAND TOTAL	\$

The City of Norcross requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare the bid non-responsive.

Unless otherwise noted below, quote prices will remain firm for four (4) additional one-year renewal periods. If a percentage increase or decrease will be a part of the renewal periods, please note this in the space provided together with an explanation.

Renewal Option 1: _____

Renewal Option 2: _____

Renewal Option 3: _____

Renewal Option 4: _____

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the supplier, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

Signature

Date

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address. _____

RFQ # RFQ PWUP 23-10
COST PROPOSAL (Electrical)

SECTION A: LABOR REGULAR HOURS					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
1	Labor Rate for Licensed Electrician	200	Per Hour	\$	\$
2	Labor Rate for Certified Apprentice	100	Per Hour	\$	\$
SECTION A TOTAL					\$

SECTION B: LABOR AFTER-HOURS, HOLIDAY, AND OVERTIME					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
3	Labor Rate for Licensed Electrician	30	Per Hour	\$	\$
4	Labor Rate for Certified Apprentice	15	Per Hour	\$	\$
SECTION B TOTAL					\$

SECTION C: LABOR FOR EMERGENCY CHARGES					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
5	Labor Rate for Licensed Electrician	15	Per Hour	\$	\$
6	Labor Rate for Certified Apprentice	15	Per Hour	\$	\$
7	Trip Charge	2	Trips	\$	\$
SECTION C TOTAL					\$

SECTION D: PARTS/ EQUIPMENT PLUS PERCENTAGE MARK-UP				
ITEM #	DESCRIPTION	APPROX QTY	PERCENTAGE MARK-UP	TOTAL COST
8	State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 15% of Actual Costs)	\$30,000	%	\$
SECTION D TOTAL				\$

SECTION TOTALS	
SECTION A TOTAL	\$
SECTION B TOTAL	\$
SECTION C TOTAL	\$
SECTION D TOTAL	\$
GRAND TOTAL	\$

The City of Norcross requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare the bid non-responsive.

Unless otherwise noted below, quote prices will remain firm for four (4) additional one-year renewal periods. If a percentage increase or decrease will be a part of the renewal periods, please note this in the space provided together with an explanation.

Renewal Option 1: _____

Renewal Option 2: _____

Renewal Option 3: _____

Renewal Option 4: _____

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the contractor. In the event of the City’s termination of this agreement for convenience, the contractor will be paid for those services performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the supplier, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address. _____

RFQ # RFQ PWUP 23-10
COST PROPOSAL (Plumbing)

SECTION A: LABOR REGULAR HOURS					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
1	Labor Rate for Licensed Plumber	200	Per Hour	\$	\$
2	Labor Rate for Apprentice Plumber	100	Per Hour	\$	\$
SECTION A TOTAL					\$

SECTION B: LABOR AFTER-HOURS, HOLIDAY, AND OVERTIME					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
3	Labor Rate for Licensed Plumber	30	Per Hour	\$	\$
4	Labor Rate for Apprentice Plumber	15	Per Hour	\$	\$
SECTION B TOTAL					\$

SECTION C: LABOR FOR EMERGENCY CHARGES					
ITEM #	DESCRIPTION	APPROX QTY		UNIT PRICE	TOTAL COST
5	Labor Rate for Licensed Plumber	15	Per Hour	\$	\$
6	Labor Rate for Apprentice Plumber	15	Per Hour	\$	\$
7	Trip Charge	2	Trips	\$	\$
SECTION C TOTAL					\$

SECTION D: PARTS/ EQUIPMENT PLUS PERCENTAGE MARK-UP				
ITEM #	DESCRIPTION	APPROX QTY	PERCENTAGE MARK-UP	TOTAL COST
8	State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 15% of Actual Costs)	\$30,000	%	\$
SECTION D TOTAL				\$

SECTION TOTALS	
SECTION A TOTAL	\$
SECTION B TOTAL	\$
SECTION C TOTAL	\$
SECTION D TOTAL	\$
GRAND TOTAL	\$

The City of Norcross requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare the bid non-responsive.

Unless otherwise noted below, quote prices will remain firm for four (4) additional one-year renewal periods. If a percentage increase or decrease will be a part of the renewal periods, please note this in the space provided together with an explanation.

Renewal Option 1: _____

Renewal Option 2: _____

Renewal Option 3: _____

Renewal Option 4: _____

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the supplier, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

Signature

Date

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____ E-

mail address. _____

APPENDIX D

DRAFT COPY OF CONTRACT AGREEMENT**RFQ PWUP 23-10****ON-CALL CONTRACTOR SERVICES**

Effective Date: _____

Expiration Date: _____

This Agreement made and entered into this _____ day of _____, in the year 2015; by and between The City of Norcross, Georgia, having its principal place of business at 65 Lawrenceville St. Norcross, Georgia and ("Contractor") _____ having its principle place of business at _____.

WHEREAS, the City of Norcross has caused Request for Qualifications Number (RFQ PWUP 23-10) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFQ PWUP 23-10; and

WHEREAS, the Contractor's submittal was deemed by the City of Norcross to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix "A" and incorporated herein, and provide those Services as may additionally be specified in the Contractor's Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis, by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the RFQ and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Norcross. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Norcross Representative within ten (10) day after issuance.

In as much as the City of Norcross and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Norcross without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1 Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Norcross shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2 The City of Norcross may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Norcross of each occurrence.

10.2.2 After five (5) days, written notice fails to:

- a) Maintain the required insurance, or;

- b) In any other manner to perform the requirements of the RFP

11.0 Inclusion of Documents

RFQ PWUP 23-10, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.1 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.2 Federal Requirements

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Norcross contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to the following:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee, applicant, or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the contractor purchases ownership with grant support;

4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Norcross' prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Work Place

15.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

15.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

15.3.1 The Contractor has made false certification herein; or

15.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Norcross all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Norcross pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Gwinnett County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF NORCROSS:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#: 23-6679 **Version:**

Type: Agenda Item **Status:** Agenda Ready

File Created: 2/10/2023 **In Control:** Mayor and Council

On Agenda: 3/6/2023 6:30 PM **Status:** Scheduled

Title: RFQ for Overhead and Underground Distribution Construction Labor and Equipment Rates

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Request for Qualifications](#)
2. [A1\) Labor - Equip](#)
3. [2023 RFQ for On-Demand Electric Services](#)

Title

RFQ for Overhead and Underground Distribution Construction Labor and Equipment Rates

Drafter

Steve Gaines

Motion

A motion to Approve/Deny a request for staff to proceed with a Request for Qualifications from qualified contractors to provide overhead and Underground Distribution Electric labor services and equipment rates.



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: Steve Gaines, Electric Superintendent

Agenda: March 6, 2023 - Mayor and Council

Agenda #: 23-6679

Item: RFQ for Overhead and Underground Distribution Electric labor and Equipment Rates

CC: Eric Johnson, City Manager

Recommendation

Staff is requesting to proceed with a Request for qualifications from qualified contractors to provide overhead and Underground Distribution Electric labor services and equipment rates. The RFQ will include rates for system recovery after sever storm resulting in damage to the city's Power system .

Background

With the challenges the Power division is currently undergoing with staffing and the lack of crucial talented applicants, the decline of people entering into this field. With this decline, Staff recommends the services listed in Exhibit A to go out for an RFQ, upon doing so, the availability of multiple on-call contractors to not only respond to storms, but to respond to when the power goes out, as well as to perform work on upcoming special projects. It is estimated that the demand on the lineman job across the country will grow by 8.5% in the next 4 years.

The selected contractor will be required to employee competent and experienced personnel for doing the work and will perform the work in substantial and workman like manner and in strict accordance with the industry standards and comply with all applicable laws and with all Federal, State, and local regulations.

Financial impact

To be determined based on the provided rates.

Consistent with Comprehensive Plan?

Yes, proceeding forward with this RFP 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, staff will proceed with going out for an RFQ

Attachments

- A1) Labor and Equipment list
- A2) 2023 RFQ for On-Demand Electric Services

Update

N/A

Equipment list		
Equipment Description	Proposed Rate	Code
AIR COMPRESSOR - 185 CFM		
AIR COMPRESSOR, DIESEL-POWERED, SKID MOUNTED, TO 175 CFM		
BACKHOE, W/LOADER, 4X4, 7.5' DIGGING DEPTH, (KUBOTA B21 OR EQUAL)		
BACKHOE, W/LOADER, 17' DEPTH, 3' EXTENDIBLE DIPSTICK		
BACKHOE, SKID STEER LOADER, W/ATTACHMENTS (TOYOTA)		
BACKHOE, W/LOADER, 14' DEPTH, 4X2, 88 HP (JOHN DEERE OR EQUIVALENT)		
BACKHOE, W/LOADER, 14' DEPTH, 4X2, 88 HP, (JOHN DEERE 310SE OR EQUIVALENT) W/MTD. HYD. BREAKER		
BACKHOE, W/LOADER, 14' DEPTH, 4X4 (FORD 555D OR EQUIVALENT)		
EXCAVATOR, 12.5' DIGGING DEPTH, RUBBER TRACK, DIESEL ENGINE, BACKFILL BLADE, STD ARM, 11,400 LB CLASS		
BACKHOE, EXCAVATOR, 10' DEPTH, TRACK W/BACKFILL BLADE, 7,000 LB. CLASS		
EXCAVATOR, 11.5' DEPTH, TRACK W/BACKFILL BLADE, 11,000 LB. CLASS		
BACKHOE, EXCAVATOR, 5'7" DEPTH, RUBBER TRACKS, BACKFILL BLADE, 1900 LB CLASS, DIESEL ENGINE, 17G		
BORING MACHINE, AIR POWERED, HOLE HOG		

Equipment list		
Equipment Description	Proposed Rate	Code
BORING MACHINE, FLUID-ASST. DIR. (VERMEER NAVIGATOR 20X22 OR EQUAL) TRA-MTD. W/DRILL RODS, 25 GPM WATER PUMP, LOC. SYS.		
BORING MACHINE, FLUID ASSISTED, DIRECTIONAL (VERMEER NAVIGATOR 23X30 OR EQUAL) TRAILER MOUNTED		
BORING MACHINE, FLUID ASST., DIRECTIONAL (VERMEER NAVIGATOR 24X40A OR EQUAL) TRAILER MOUNTED W/ACCESSORIES		
BORING MACHINE FLUID ASST. DIR.(VERMEER NAV.16X20 OR EQUAL) TRAILER MTD.		
BUCKET, TWO- MAN AERIAL LIFT, TRUCK MTD., 4X4, 61' TO 65' CLASS W/FRT. WINCH		
BUCKET, 1 MAN AERIAL LIFT, TRUCK MTD., F550 OR EQ, 4X4, SERVICE BODY, 37' - 45' CLASS MAT HAN		
BUCKET TRUCK, TWO MAN AERIAL LIFT, TRUCK MTD., 100' CLASS, 6X4, DOUBLE ELEVATOR.		
BUCKET, MATERIAL HANDLING, 2-MAN, 55' TO BOTTOM OF BASKET, 60' WORKING HT 4X2, FULL LINE BODY.		
BUCKET, 2- MAN AERIAL LIFT/MAT. HAND, TRUCK MTD., (6X6), 66' TO 70' CLASS W/FRONT WINCH		
BUCKET, 2- MAN AERIAL LIFT, 93' WITH TELESCOPIC UPPER BM, MAT. HAN., 1000 LB. IN ANY POS. 6X4 CHASSIS.		
BUCKET TRUCK, MATERIAL HANDLING, 2-MAN 55' TO BOTTOM OF BASKET, 60' WORKING HT. 4X4 FULL LINE BODY		

Equipment list		
Equipment Description	Proposed Rate	Code
TRACK VEHICLE, (LIGHT CARRIER)39' TO 50' SHEAVE HEIGHT, DIGGER.DERRICK		
DIGGER, TRUCK MTD, (6X6), TEXOMA 600-35		
MISC EQUIP, AND TOOLS, DETOUR-LITE, TRAILER MOUNT. W/GENERATOR (AMIDA MODEL DLB-15 OR EQUAL)		
MISC EQUIP, AND TOOLS, WATER TANK, 500 GALLON CAP. W/MUD MIXING PUMP, FOR USE W/DIR. BORING EQUIP		
MISC EQUIP, AND TOOLS, MUD VACUUM/UTILITY POT HOLE MACH. TRL.MTD., FOR USE W/DIRECTIAONL BORING.		
LINE TRUCK (4X4) MED HYD. ROTATING DERRICK REAR MT. 13,000 LB. MAXLIFT, (COM 4500) DIG FIBERGLASS EXT. W/CONTROLS		
LINE TRUCK (4X4), (COMMANDER 4047 OR EQUAL) W/BUCKET AND CONTROLS		
LINE TRUCK (4X4), (COMMANDER 4047 OR EQUAL) W/OUT BUCKET AND CONTROLS		
LINE TRUCK (4X2), (COMMANDER 4047 OR EQUAL) W/OUT BUCKET AND CONTROLS		
LINE TRUCK (4X2), (COMMANDER 4047 OR EQUAL) W/BUCKET AND CONTROLS		
LINE TRUCK, (6X4), EXTRA HEAVY, HYD. ROT. DERRICK 24,000 LB.MAX LIFT, (GENERAL)DIGGER, PW.3RD		

Equipment list		
Equipment Description	Proposed Rate	Code
BACKYARD SKYLIFT, MINI DERRICK, SUPER 6000 OR EQUAL, 6,000 LB CAPACITY.		
PULLER, PILOT LINE, 4-REEL, POLE MTD.		
PULLER, 4-DRUM, 2,000 LB. LINE PULL, SINGLE AXLE, 6,000, 1/2" ROPE CAPACITY.		
PULLER, DISTRIBUTION-TYPE (TSE TD-40 OR SHERMAN/REILLY)		
PULLER, UNDERGROUND, HYDRAULIC, (SHERMAN & REILLY UDH-70-T)		
REEL TRAILER, MAN.LOAD., 102/120" DIA. X 60" WIDTH, 7,000 LB. CAP. EA. REEL, TANDEM AXLE @ 24,000 LBS		
REEL TRAILER, CONDUIT, W/PAYOUT BRAKE, 1 REEL 120"X72/60", 6,000 LB.CAP, SINGLE AXLE, ELECTRIC BRAKES, PINTLE EYE.		
TAMP, PORTABLE, SELF-DRIVEN, GASOLINE, UP TO 250 LBS		
TENSIONER, SINGLE 36" BULLWHEEL, 4000-LB CAP. W/REEL STAND FOR 72" REEL.		
MULTI GROOVE TENSIONER, 52" BULL WHEELS, 5,000LB. LINE PULL, TRAILER MOUNTED		
TRUCK, DUMP, W/TOOL BOXES, STATIONARY SIDES		
TRUCK, URD BODY, 28,000 GVW KUNCKLE-TYPE BOOM TO 7,000 LBS W/HYD TOOLS		
TRUCK, FLAT, UNDERGROUND BODY.		

Equipment list		
Equipment Description	Proposed Rate	Code
TRUCK, URD BODY, 14,500 GVE RATING		
TRUCK, PICKUP, (4X2) TO 6,000 GVW		
TRUCK, PICKUP, 6,000 TO 8,000 GVW W/CREW CAB		
TRUCK, PICKUP, (4X4) TO 8,000 GVW W/BOXES		
TRUCK, PICKUP, (4X4) 8,000 TO 10,000 GVW W/FRONT WINCH & BOXES.		
TRUCK, PICKUP, 8,000 GVW W/TOOL COMPARTMENTS		
TRUCK, PICKUP, (4X4), 4 DOOR, 2500 SERIES EQUIVALENT		

LABOR RATES -- OVERHEAD LINE CONSTRUCTION

Classification	Hourly Rate	Overtime Rate
General Foreman		
Foreman		
Class A Lineman		
Class B Lineman		
Class C Lineman		
Equipment Operator		
Groundman		

LABOR RATES --UNDERGROUND LINE CONSTRUCTION

Classification	Hourly Rate	Overtime Rate
Crew Leader		
Cable Splicer		
Equipment Operator		
Groundman		

LABOR RATES -- OFF-SYSTEM EMERGENCY STORM
RATESOVERHEAD LINE CONSTRUCTION

Classification	Hourly Rate	Overtime Rate
General Foreman		
Foreman		
Class A Lineman		
Class B Lineman		
Class C Lineman		
Equipment Operator		
Lodging per diem/ day/employee		
meal per diem/ day/employee		
Additional cost (AC)	Please describe below and provide rates	
AC1		
AC2		
AC3		



REQUEST FOR STATEMENT OF QUALIFICATIONS
RFQ PWUP 23-12
ON-DEMAND FOR OVERHEAD AND UNDERGROUND DISTRIBUTION
ELECTRIC LABOR AND EQUIPMENT RATES

INSTRUCTIONS

The qualification package PDF shall be emailed to:

City of Norcross
 Public Works, Utilities and Parks Department
 Attn: Steve Gaines, Electric Superintendent

All Proposals must be submitted by **1 pm, Friday April 28, 2023**, to:

Steve Gaines – Electric Superintendent
sgaines@norcrossga.net
 Public Works, Utilities and Parks Department

Please submit questions via e-mail only to Steve Gaines via e-mail at sgaines@norcrossga.net. All questions/requests must be submitted via e-mail prior to **5 p.m Thursday April 13, 2023**.

A pre-proposal meeting will be held on **Friday March 31, 2023**, at 2:00 pm @ 345 Lively Ave, Norcross, GA 30071 attendance is mandatory.

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted 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.

We appreciate your interest in the City of Norcross!

RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an 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 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 RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for this RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the 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 company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated 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 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 RFQ.
9. _____ **Review and read the 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 in the Schedule of Events and within the document and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted.

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

CITY OF NORCROSS STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the City of Norcross and is subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Norcross.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services, which meet or exceed the specifications. The City of Norcross reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of one hundred twenty (120) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Company to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

Phone Number _____ Email Address _____

CITY OF NORCROSS DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Norcross officials/employees.

Please complete this form and return as part of your RFQ package when it is submitted.

Name of Company _____

Name and the official position of the Norcross Official to whom the campaign contribution was made
(Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Norcross Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Norcross and your relation:

_____	_____
_____	_____

1.0 **INTRODUCTION**

1.1 **PURPOSE OF PROCUREMENT**

The City of Norcross seeks licensed and qualified contractors to provide all labor, material, and equipment in performing all work necessary for overhead and Underground distribution Electric repairs and services, maintenance, installation of Electrical systems, components and fixtures as required by the city's service requests. This is an on-demand contract, if any annual quantities are shown on the quote schedules, these will be estimates only. Quantities will vary upon need. Services will be utilized on as-needed project -by-project basis.

Services provided under the on-demand for Overhead and Underground Distribution Electric Labor and Equipment services will include at a minimum what is provided on Exhibit A1- Labor and Equipment list, this list includes different items/services/labor that are required to complete work orders required by the City's Electric Division.

The City intends to select a number of contractors through the qualification based process, and intends to execute an on-call contractor agreements (with annual renewal options not to exceed 3-years) with the selected contractors for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected contractors. The selected contractors will work with and coordinate with the City of Norcross and Public Works, Utilities and Parks Departments and any other departments throughout the life of the program. Selected contractors will be expected to provide services in accordance with the project schedule established by the City of Norcross.

1.2 **STATEMENT OF QUALIFICATIONS CERTIFICATION**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Norcross certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statement of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.3 **SCHEDULE OF EVENTS**

See Exhibit B for the detail Schedule of Events.

1.4 **RESTRICTIONS ON COMMUNICATIONS WITH STAFF**

All questions about this RFQ must be submitted in the following format:

Company Name

1. Question

Citation of relevant section of the RFQ

2. Question

Citation of relevant section of the RFQ

Questions must be directed in writing to the following person no later than **5 P.M, Thursday April 13th, 2023**

Steve Gaines
Electric Superintendent
City of Norcross
345 Lively Ave,
Norcross, GA 30071
sgaines@norcrossga.net

Questions must include the company name and the referenced RFQ section.

From the issue date of this RFQ until a contractor is selected and the selection is announced, Companies are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Company's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualifications of any Company violating this provision. All questions concerning this RFQ must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written questions will be accepted. No response other than written responses will be binding upon the City.

1.5 DEFINITION OF TERMS

OCGA - Official Code of Georgia Annotated (State Statute)

Company – Respondent to this Request for Statement of Qualifications

RFQ - Request for Statement of Qualifications

1.6 DESCRIPTION OF REQUIREMENTS

The City of Norcross has established certain requirements with respect to Statement of Qualifications/ to be submitted by Company.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to be a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of Company's Statement of Qualifications.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to be a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

1.6.1 Resulting Contract

This RFQ and any addenda, the Company's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting

contract. The City's contract, **attached as Appendix D**, contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring Company. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, a Company **must** meet the intent of all mandatory requirements. The City will determine whether a Company's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, Company agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.6.4 Company's Signature

The Statement of Qualifications must be signed by an individual authorized to legally bind the Company submitting the Statement of Qualifications. The Company's signature on the Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Norcross from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.7 SUBMITTING A STATEMENT OF QUALIFICATIONS

1.7.1 Organization of Statement of Qualifications

Company must organize their Statement of Qualifications into sections that follow the format of this RFQ. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Company's response to a specific subsection, the Company shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

"(Company's Name)" understands and will comply.

1.7.2 Failure to Comply with Instruction

Company failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Company must submit a PDF Statement of Qualifications to the Public Works, Utilities and Parks Department located at 345 Lively Ave, Norcross, GA 30071. Statement of Qualifications email submittal must be containing the subject line RFQ PWUP 23-12. **Statement of Statement of Qualifications must be received by 11:00 am local time, April 28, 2023.**

1.7.5 Late Statement of Qualifications

Regardless of cause, late Statement of Statement of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Company's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the Company at the expense of the Company or destroyed if requested.

1.8 REQUIRED REVIEW

1.8.1 Review RFQ

Company should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which they discover upon examination of this RFQ.

1.8.2 Form of Questions

Company with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the staff member referenced above on or before **5 pm, Thursday April 13, 2023**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Responses

The City will provide an official written response to all questions received by **Thursday April 13, 2023**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the City's website at: <https://www.norcrossga.net/bids.aspx> by the close of business by **Monday April 17, 2023**. Company must sign and return any addendum with their RFQ response.

1.8.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, Company agrees to acceptance of the standard terms and conditions and standard contract as set out **in Appendix D of this RFQ**. Much of the

language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions or with the Company's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Company's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Company during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all Company submitting a response to this RFQ.

1.8.5 Project Oversight and Staffing

The successful company will report to the Public Works, Utilities and Parks Department. Staff contacts and oversight will be determined at the Project Kickoff Meeting. Project status is mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.1 RFQ STANDARD INFORMATION

2.2 AUTHORITY

This RFQ is issued under the authority of the City of Norcross. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.3 COMPANY COMPETITION

The City encourages free and open competition among Companies. Whenever possible, the City will design specifications, Statement of Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.4 RECEIPT OF STATEMENT OF QUALIFICATIONS AND PUBLIC INSPECTION

2.4.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying the day after the Mayor and Council select a list of Qualified Consultants and the Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as

determined by the City of Norcross (3) any company financial information requested by the City of Norcross to determine Contractor responsibility, unless prior written consent has been given by the Company; and (4) other constitutional protections.

2.4.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the staff member in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.4.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications does not contain confidential material in the cost or price section.
- An affidavit from a Company's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualifications containing trade secrets.

Information separated out under this process will be available for review only by the staff member, the evaluation committee members, and limited other designees. Company must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.5 CLASSIFICATION AND EVALUATION OF STATEMENT OF QUALIFICATIONS

2.5.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either "responsive" or "non-responsive". Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.5.2 Determination of Responsibility

The procurement officer will determine whether a Company has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and throughout contract negotiations, if information surfaced that would result in a determination of non-responsibility. If a Company is found to be non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the

affected Company.

2.5.3 Evaluation of Statement of Qualifications

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

2.5.4 Completeness of Statement of Qualifications

Selection and award will be based on the Company's Statement of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Company outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Company being disqualified from further consideration.

2.5 CITY'S RIGHTS RESERVED

Issuance of the RFQ in no way constitutes a commitment by the City of Norcross to award and execute a contract. Upon determination, such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all Statement of Qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications.
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.

3 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements, which must be present in the Statement of Qualifications before further consideration will be given. Company must prepare and submit a response, which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 INTRODUCTION

The City of Norcross seeks licensed and qualified contractors to provide all labor, material, and equipment in performing all work necessary for maintenance, repairs and/or installation of Mechanical, Electrical, and Plumbing systems, components and fixtures as required by the city's service requests. This is an on-demand contract, annual

quantities on the quote schedules are estimates only. Quantities will vary upon need. Services will be utilized on as-needed project -by-project basis. Services provided under the on-demand Mechanical, Electrical, and Plumbing services agreement.

The City intends to select a number of contractors through the qualification based process, and intends to execute an on-call contractor agreements (with annual renewal options not to exceed 3-years) with the selected contractors for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected contractors. The selected contractors will work with and coordinate with the City of Norcross and Public Works, Utilities and Parks Departments and any other departments throughout the life of the program. Selected contractors will be expected to provide services in accordance with the project schedule established by the City of Norcross.

3.2 BACKGROUND INFORMATION

Each successful contractor that is awarded an on-call contracting agreement by the City of Norcross will be forwarded selected project descriptions from time to time.

The contractor will be requested to prepare and submit proposed scopes of services and fees to complete the requested services. The contractor's submittal package for each project shall include:

- A detailed description of the services to be provided,
- A milestone schedule for major tasks to be conducted by the contractor.
- If applicable, a list of deliverables to be provided by the contractor.
- A proposed fee structure for the project.

The City will review each submittal and accept, reject, or negotiate a final scope and fee with the selected contractor. The City reserves the right to issue a project description to more than one contractor with on-call agreements. Upon acceptance of a final scope and fee for each project, the City will issue to the contractor a task order-indicating acceptance of the project proposal and authorization to commence services in accordance with the on-call contracting agreement and the project proposal.

3.3 SCOPE OF SERVICES

3.3.1 Description of tasks

The scope and services for each project may vary. It is expected that certain projects may require specialized tasks to be performed by sub-contractors. Refer to Exhibit A1- Labor and Equipment list for list of services and/or Labor needed, while not an exhaustive list, is provided to demonstrate the types of services that may be requested from the selected contractors

3.3.2 General Information

1. It is extremely important that project schedules be met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Statement of Qualifications (SOQ).
2. City of Norcross will expect to liaison with a single project manager representing the contractor.
3. The City of Norcross reserves the right to approve sub-contractors.
4. The City may select the best-qualified contractor(s) based on the information received from interested firms because of this solicitation.
5. City of Norcross reserves the right to cancel all Request for Qualifications at any time when it is determined to be in the best interest of the City.
6. City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
7. City of Norcross strongly encourages the solicitation of interest from Disadvantaged Business Enterprises (DBE). Any selection made because of this notice will be made without regard to race, color, religion, sex, or national origin.
8. City of Norcross anticipates hourly/not to exceed contracts to be awarded because of this advertisement.
9. It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the website for any revisions to this RFQ.
10. Incomplete submittals will not be considered. Late submittals will not be accepted.

4 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION

4.1 PROCESS FOR SUBMITTING STATEMENT OF QUALIFICATIONS

4.1.1 Preparation of Statement of Qualifications

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualifications, the Company should reference these materials in the technical Statement of Qualifications, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

4.1.2 Packaging of Statement of Qualifications

The Company's proposal in response to this RFQ must be divided into two appropriately labeled PDF files, a Technical Submission, and a Financial Proposal.

The contents of each package will include:

1. Technical Submission
 - Proposal Certification
 - Technical Proposal, addressing all requirements in Section 3.0
2. Financial Proposal
 - The Company must use the Financial Proposal form.

Do not include cost information in the Technical Proposal

Mark the outside of package as follows:

Name of Company

Phone Number and Point of Contact for Company

RFQ # **RFQ 23-12**

Due date: April 28, 2023 @ 11:00 AM Eastern Time

4.1.3 Number of Statement of Qualifications Copies

1. Technical Statement of Qualifications
 - PDF, 2 copy delivered to PWUP Department @ 345 Lively Ave, Norcross, GA 30071

4.1.4 Submission of Statement of Qualifications

Statement of Qualifications must be submitted to the following via

PWUP Department @ 345 Lively Ave, Norcross, GA 30071

ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

4.2 EVALUATION PROCESS

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

4.2.1 Administrative Review

The Statement of Qualifications will be reviewed by the Issuing Officer for the

following administrative requirements:

1. Submitted by deadline.
2. Technical Submission of Statement of Qualifications
3. All required documents have been submitted.
4. All documents requiring an original signature have been signed (scanned original or digitally signed)

4.2.2 Mandatory Requirements Review

Statement of Qualifications, which pass the administrative review, will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Statement of Qualifications Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

1. **Qualifications of team (including sub-consultants) (30%)**
2. **Experience and references of Team (30%)**
3. **Understanding/Willingness to meet expectation (20%)**
4. **Pricing (20%)**
 - See Appendix B

References may be contacted to confirm the consultant's history of project performance. The final selection of consultants to support the City of Norcross for Professional Services will be made based on qualifications and perceived ability to provide services.

4.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite a Company to present their

technical solution to the Technical Evaluation Team.

4.2.5 Submittal Requirements

Failure to meet these requirements will result in the Statement of Qualifications being determined “non-responsive” and the entire submittal will be rejected.

1. Submittals of firm information and qualifications should be double-sided, 8½” x 11” 10 pages in length, exclusive of resumes (20 page PDF).
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), joint venture partner information (if applicable), and sub-consultants to be used by the firm. If the firm has branch offices, state which office will be performing the majority of the work.
3. Provide the following information for prime and sub-consultant(s) for the last three (3) years: average number of permanent employees. Firms having offices other than the local office, this information should be listed for both the local office and the firm as a whole.
4. In table format and labeled TABLE 1, also for the last three (3) years, provide a brief description of 5-10 related projects completed (including construction costs). Include the name of the project owner, a contact name and telephone number, and where the work was performed.
5. One page of the SOQ shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11” x 17” in size. Additional information should not be added on this page.
6. Provide the names of key personnel (Principal, Project Manager, Lead Engineer, Hydraulic Engineer (list experience with drainage software), Surveyor, Structural Engineer, QC/QA Engineer, etc.) who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, actual work performed by the individual and experience with drafting and design software to be used (name and version).
7. The consultant's proposed project manager shall be identified and must be a professional licensed in the State of Georgia.
8. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.
9. The consultants should provide the name of their insurance carrier and the current insurance limits.

10. The consultant should provide a minimum of three (3) references, including name, position, phone number and email address.

4.3 REJECTION OF STATEMENT OF QUALIFICATIONS/CANCELLATION OF RFQ

The City reserves the right to reject any or all Statement of Qualifications, to waive any irregularity or informality in a Statement of Qualifications, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statement of Qualifications **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Company throughout this process.

4.4 CITY'S RIGHT TO INVESTIGATE AND REJECT

The City may make such investigations as deemed necessary to determine the ability of the Company to provide the supplies and/or perform the services specified.

4.4.1 Company Informational Requirements

In determining the capabilities of a Company to perform the services specified herein, the following informational requirements must be met by the Company. (Note: Each item must be thoroughly addressed. Company taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.4.1.1 Resumes/Company Profile and Experience

Company shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.4.1.2 Company Financial Stability

Company shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

5 TERMS AND CONDITIONS

5.1 RFQ AMENDMENTS

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the City's website at: <https://www.norcrossga.net/bids.aspx>. Companies are encouraged to check this website frequently.

5.2 STATEMENT OF QUALIFICATIONS WITHDRAWAL

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

5.3 COST FOR PREPARING STATEMENT OF QUALIFICATIONS

The cost for developing the Statement of Qualifications is the sole responsibility of the Company. The City will not provide reimbursement for such costs.

5.4 TERM

The term of this contract shall for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price

5.5 RENEWAL

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

5.6 CONFLICT OF INTEREST

If a Company has any existing client relationship that involves the City of Norcross, the Company must disclose each relationship.

5.7 ADA GUIDELINES

The City of Norcross adheres to the guidelines set forth in the Americans with Disabilities Act. Company should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Company's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.8 COMPLIANCE WITH LAWS

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

5.9 GOVERNING TERMS

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.10 INDEMNIFICATION

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

5.11 CORRECTIONS/CREDITS

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph is in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.12 INSURANCE

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 person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

5.13 CANCELLATION

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.14 INDEPENDENT CONTRACTOR

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

5.15 NO ASSIGNMENT

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.16 AUDIT

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.17 ATTORNEY'S FEES

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City because of such breach.

5.18 MISCELLANEOUS

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City

and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

5.19 SPECIALSTIPULATIONS

To the extent City attaches to this agreement any special terms, which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

APPENDIX A
SCHEDULE OF EVENTS
RFQ PWUP 23-12

Event:	Date:
Release of RFQ	March 10 th , 2023
Pre-Submittal Conference	March 31 st , @ 11:00 AM
Pre-Submittal Conference Location:	PWUP @345 Lively Ave
Deadline for Written Questions	April 13 th , 2023
Qualifications Due (Opening Date)	April 28 th @ 11:00 AM
Tech Evaluation Complete	TBD
Contract Award (On/about)	TBD

APPENDIX B Failure to return this page as part of you bid document may result in rejection of bid**RFQ # RFQ PWUP 23-12****COST PROPOSAL**

Equipment list		
Equipment Description	Proposed Rate	Code
AIR COMPRESSOR - 185 CFM		
AIR COMPRESSOR, DIESEL-POWERED, SKID MOUNTED, TO 175 CFM		
BACKHOE, W/LOADER, 4X4, 7.5' DIGGING DEPTH, (KUBOTA B21 OR EQUAL)		
BACKHOE, W/LOADER, 17' DEPTH, 3' EXTENDIBLE DIPSTICK		
BACKHOE, SKID STEER LOADER, W/ATTACHMENTS (TOYOTA)		
BACKHOE, W/LOADER, 14' DEPTH, 4X2, 88 HP (JOHN DEERE OR EQUIVALENT)		
BACKHOE, W/LOADER, 14' DEPTH, 4X2, 88 HP, (JOHN DEERE 310SE OR EQUIVALENT) W/MTD. HYD. BREAKER		
BACKHOE, W/LOADER, 14' DEPTH, 4X4 (FORD 555D OR EQUIVALENT)		
EXCAVATOR, 12.5' DIGGING DEPTH, RUBBER TRACK, DIESEL ENGINE, BACKFILL BLADE, STD ARM, 11,400 LB CLASS		
BACKHOE, EXCAVATOR, 10' DEPTH, TRACK W/BACKFILL BLADE, 7,000 LB. CLASS		
EXCAVATOR, 11.5' DEPTH, TRACK W/BACKFILL BLADE, 11,000 LB. CLASS		
BACKHOE, EXCAVATOR, 5'7" DEPTH, RUBBER TRACKS, BACKFILL BLADE, 1900 LB CLASS, DIESEL ENGINE, 17G		
BORING MACHINE, AIR POWERED, HOLE HOG		

Equipment list		
Equipment Description	Proposed Rate	Code
BORING MACHINE, FLUID-ASST. DIR. (VERMEER NAVIGATOR 20X22 OR EQUAL) TRA-MTD. W/DRILL RODS, 25 GPM WATER PUMP, LOC. SYS.		
BORING MACHINE, FLUID ASSISTED, DIRECTIONAL (VERMEER NAVIGATOR 23X30 OR EQUAL) TRAILER MOUNTED		
BORING MACHINE, FLUID ASST., DIRECTIONAL (VERMEER NAVIGATOR 24X40A OR EQUAL) TRAILER MOUNTED W/ACCESSORIES		
BORING MACHINE FLUID ASST. DIR.(VERMEER NAV.16X20 OR EQUAL) TRAILER MTD.		
BUCKET, TWO- MAN AERIAL LIFT, TRUCK MTD., 4X4, 61' TO 65' CLASS W/FRT. WINCH		
BUCKET, 1 MAN AERIAL LIFT, TRUCK MTD., F550 OR EQ, 4X4, SERVICE BODY, 37' - 45' CLASS MAT HAN		
BUCKET TRUCK, TWO MAN AERIAL LIFT, TRUCK MTD., 100' CLASS, 6X4, DOUBLE ELEVATOR.		
BUCKET, MATERIAL HANDLING, 2-MAN, 55' TO BOTTOM OF BASKET, 60' WORKING HT 4X2, FULL LINE BODY.		
BUCKET, 2- MAN AERIAL LIFT/MAT. HAND, TRUCK MTD., (6X6), 66' TO 70' CLASS W/FRONT WINCH		
BUCKET, 2- MAN AERIAL LIFT, 93' WITH TELESCOPIC UPPER BM, MAT. HAN., 1000 LB. IN ANY POS. 6X4 CHASSIS.		
BUCKET TRUCK, MATERIAL HANDLING, 2-MAN 55' TO BOTTOM OF BASKET, 60' WORKING HT. 4X4 FULL LINE BODY		

Equipment list		
Equipment Description	Proposed Rate	Code
TRACK VEHICLE, (LIGHT CARRIER)39' TO 50' SHEAVE HEIGHT, DIGGER.DERRICK		
DIGGER, TRUCK MTD, (6X6), TEXOMA 600-35		
MISC EQUIP, AND TOOLS, DETOUR-LITE, TRAILER MOUNT. W/GENERATOR (AMIDA MODEL DLB-15 OR EQUAL)		
MISC EQUIP, AND TOOLS, WATER TANK, 500 GALLON CAP. W/MUD MIXING PUMP, FOR USE W/DIR. BORING EQUIP		
MISC EQUIP, AND TOOLS, MUD VACUUM/UTILITY POT HOLE MACH. TRL.MTD., FOR USE W/DIRECTIAONL BORING.		
LINE TRUCK (4X4) MED HYD. ROTATING DERRICK REAR MT. 13,000 LB. MAXLIFT, (COM 4500) DIG FIBERGLASS EXT. W/CONTROLS		
LINE TRUCK (4X4), (COMMANDER 4047 OR EQUAL) W/BUCKET AND CONTROLS		
LINE TRUCK (4X4), (COMMANDER 4047 OR EQUAL) W/OUT BUCKET AND CONTROLS		
LINE TRUCK (4X2), (COMMANDER 4047 OR EQUAL) W/OUT BUCKET AND CONTROLS		
LINE TRUCK (4X2), (COMMANDER 4047 OR EQUAL) W/BUCKET AND CONTROLS		
LINE TRUCK, (6X4), EXTRA HEAVY, HYD. ROT. DERRICK 24,000 LB.MAX LIFT, (GENERAL)DIGGER, PW.3RD		

Equipment list		
Equipment Description	Proposed Rate	Code
BACKYARD SKYLIFT, MINI DERRICK, SUPER 6000 OR EQUAL, 6,000 LB CAPACITY.		
PULLER, PILOT LINE, 4-REEL, POLE MTD.		
PULLER, 4-DRUM, 2,000 LB. LINE PULL, SINGLE AXLE, 6,000, 1/2" ROPE CAPACITY.		
PULLER, DISTRIBUTION-TYPE (TSE TD-40 OR SHERMAN/REILLY)		
PULLER, UNDERGROUND, HYDRAULIC, (SHERMAN & REILLY UDH-70-T)		
REEL TRAILER, MAN.LOAD., 102/120" DIA. X 60" WIDTH, 7,000 LB. CAP. EA. REEL, TANDEM AXLE @ 24,000 LBS		
REEL TRAILER, CONDUIT, W/PAYOUT BRAKE, 1 REEL 120"X72/60", 6,000 LB.CAP, SINGLE AXLE, ELECTRIC BRAKES, PINTLE EYE.		
TAMP, PORTABLE, SELF-DRIVEN, GASOLINE, UP TO 250 LBS		
TENSIONER, SINGLE 36" BULLWHEEL, 4000-LB CAP. W/REEL STAND FOR 72" REEL.		
MULTI GROOVE TENSIONER, 52" BULL WHEELS, 5,000LB. LINE PULL, TRAILER MOUNTED		
TRUCK, DUMP, W/TOOL BOXES, STATIONARY SIDES		
TRUCK, URD BODY, 28,000 GVW KUNCKLE-TYPE BOOM TO 7,000 LBS W/HYD TOOLS		
TRUCK, FLAT, UNDERGROUND BODY.		

Equipment list		
Equipment Description	Proposed Rate	Code
TRUCK, URD BODY, 14,500 GVE RATING		
TRUCK, PICKUP, (4X2) TO 6,000 GVW		
TRUCK, PICKUP, 6,000 TO 8,000 GVW W/CREW CAB		
TRUCK, PICKUP, (4X4) TO 8,000 GVW W/BOXES		
TRUCK, PICKUP, (4X4) 8,000 TO 10,000 GVW W/FRONT WINCH & BOXES.		
TRUCK, PICKUP, 8,000 GVW W/TOOL COMPARTMENTS		
TRUCK, PICKUP, (4X4), 4 DOOR, 2500 SERIES EQUIVALENT		

LABOR RATES -- OVERHEAD LINE CONSTRUCTION

Classification	Hourly Rate	Overtime Rate
General Foreman		
Foreman		
Class A Lineman		
Class B Lineman		
Class C Lineman		
Equipment Operator		
Groundman		

LABOR RATES --UNDERGROUND LINE CONSTRUCTION

Classification	Hourly Rate	Overtime Rate
Crew Leader		
Cable Splicer		
Equipment Operator		
Groundman		

LABOR RATES -- OFF-SYSTEM EMERGENCY STORM
RATESOVERHEAD LINE CONSTRUCTION

Classification	Hourly Rate	Overtime Rate
General Foreman		
Foreman		
Class A Lineman		
Class B Lineman		
Class C Lineman		
Equipment Operator		
Lodging per diem/ day/employee		
meal per diem/ day/employee		
Additional cost (AC)	Please describe below and provide rates	
AC1		
AC2		
AC3		

SECTION TOTALS	
SECTION A TOTAL	\$
SECTION B TOTAL	\$
SECTION C TOTAL	\$
SECTION D TOTAL	\$
GRAND TOTAL	\$

The City of Norcross requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare the bid non-responsive.

Unless otherwise noted below, quote prices will remain firm for four (4) additional one-year renewal periods. If a percentage increase or decrease will be a part of the renewal periods, please note this in the space provided together with an explanation.

Renewal Option 1: _____

Renewal Option 2: _____

Renewal Option 3: _____

Renewal Option 4: _____

Termination for Cause: The City may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the supplier, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

Signature

Date

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

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

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address. _____

APPENDIX D

DRAFT COPY OF CONTRACT AGREEMENT**RFQ PWUP 23-12****ON-CALL CONTRACTOR SERVICES**

Effective Date: _____

Expiration Date: _____

This Agreement made and entered into this _____ day of _____, in the year 2023; by and between The City of Norcross, Georgia, having its principal place of business at 65 Lawrenceville St. Norcross, Georgia and ("Contractor") _____ having its principle place of business at _____.

WHEREAS, the City of Norcross has caused Request for Qualifications Number (RFQ PWUP 23-12) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFQ PWUP 23-12; and

WHEREAS, the Contractor's submittal was deemed by the City of Norcross to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix "A" and incorporated herein, and provide those Services as may additionally be specified in the Contractor's Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract

4.0 Term

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis, by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the RFQ and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Norcross. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Norcross Representative within ten (10) day after issuance.

In as much as the City of Norcross and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Norcross without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1 Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Norcross shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2 The City of Norcross may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Norcross of each occurrence.

10.2.2 After five (5) days, written notice fails to:

- a) Maintain the required insurance, or;

- b) In any other manner to perform the requirements of the RFP

11.0 Inclusion of Documents

RFQ PWUP 23-12, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.1 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.2 Federal Requirements

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Norcross contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to the following:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee, applicant, or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded.
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the contractor purchases ownership with grant support;

4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the contractor purchases ownership with grant support.
5. Access to books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Norcross' prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Work Place

15.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

15.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

15.3.1 The Contractor has made false certification herein; or

15.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Norcross all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Norcross pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Gwinnett County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF NORCROSS:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	23-6680	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	2/10/2023	In Control:	Mayor and Council
On Agenda:	3/6/2023 6:30 PM	Status:	Scheduled
Title:	City of Ethics Recertification		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - City of Ethics](#)
2. [City of Ethics program resolution for re-adoption](#)
3. [City of Ethics program resolution adopted on January 6, 2020](#)
4. [City of Norcross Proposed Code of Ethics](#)

Title

City of Ethics Recertification

Drafter

Eric Johnson

Motion

A motion to Approve/Deny the re-adoption of a resolution establishing the five ethics principles to achieve re-certification as a City of Ethics by the Georgia Municipal Association and authorize the Mayor to request re-certification.



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: March 6, 2023 – Mayor and Council

Item No.: 23-6680

Title: Certified City of Ethics Resolution Re-Adoption

Recommendation

Re-adopt a resolution establishing the five ethics principles to achieve re-certification as a City of Ethics by the Georgia Municipal Association and authorize the Mayor to request re-certification.

Background

The Georgia Municipal Association (GMA) City of Ethics program is an attempt to raise awareness about ethics issues at the local level and provide a local forum for the airing and resolution of legitimate concerns. The use of a local ethics ordinance allows citizens to raise their concerns and participate in the ethics investigation process at the local level, where the voice and influence of the individual citizen is strongest.

The City of Norcross was recognized as a Certified City of Ethics in January 2020 after adopting a resolution and ordinance, establishing the five principles of ethics and a Code of Ethics for city officials. The adopted ordinance includes definitions, enumeration of permissible and impermissible activities by elected officials, due process procedures for elected officials charged with a violation of the ordinance, and punishment provisions for those elected officials found in violation of the ordinance.

The city must re-adopt, execute, and submit a current resolution along with a cover letter on a city letterhead requesting re-certification every 4 years after designation. The required documents for recognition during the GMA Convention must be submitted to GMA for approval by April 30.

Financial Impact

No fee is associated to re-certify members in good standing.

Consistent with Comprehensive Plan?

This item is consistent with Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps

Following the adoption and execution of the resolution, staff will submit the resolution and a letter requesting re-certification to the appropriate GMA contact before the April 30, 2023 deadline.

Attachments

City of Ethics program resolution for re-adoption

City of Ethics program resolution adopted on January 6, 2020

City of Norcross Proposed Code of Ethics adopted on January 6, 2020

Update

RESOLUTION

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Norcross, wishes to be re-certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Norcross, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * Serve Others, Not Ourselves
- * Use Resources With Efficiency and Economy
- * Treat All People Fairly
- * Use The Power of Our Position For The Well Being Of Our Constituents
- * Create An Environment Of Honesty, Openness And Integrity

RESOLVED this ____ day of _____, 20__.

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

RESOLUTION

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WHEREAS the City of Norcross, wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

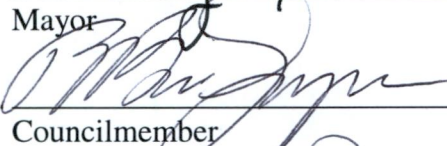
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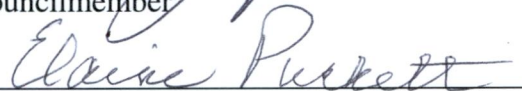
RESOLVED this 6 day of January, 2020.



Mayor



Councilmember



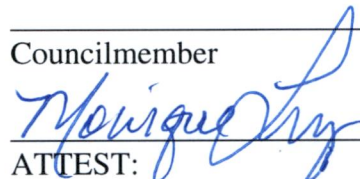
Councilmember



Councilmember

Councilmember

Councilmember



ATTEST:

CITY OF NORCROSS PROPOSED CODE OF ETHICS

ORDINANCE NO. 02-2019

WHEREAS, the duly elected governing authority of the City of Norcross, Georgia (the “City”) is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City is the Mayor and City Councilmembers thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the City Officials and Employees be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE it is the policy of the City that its officials, employees, and appointees conducting official City business:

- (a) Serve others and not themselves;
- (b) Be independent, impartial and responsible;
- (c) Use resources with efficiency and economy;
- (d) Treat all people fairly;
- (e) Use the power of their position for the well-being of their constituents; and
- (f) Create an environment of honesty, openness and integrity.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED that the Code of Ordinances, City of Norcross, Georgia is hereby amended by adding a new Article VII entitled “Code of Ethics” to be designated Chapter 2, Article VIII, Sections 2-300 through 2-309, as follows:

SECTION 1.

“ARTICLE VIII. – CODE OF ETHICS.

Sec. 2-300. DEFINITIONS.

As used in this section, the following words shall have the meaning ascribed to them below (unless otherwise required by context):

- (a) *Accusation* means a written legibly drawn statement, under oath, setting forth, at a minimum the (1) name(s) and position of the Official against whom the accusation is made; (2) the citation of the specific section(s) of this Code of Ethics which the Official is accused of violating; (3) all of the particular facts and circumstances which constitute the alleged violation, with any and all relevant supporting documents attached. An Accusation shall clearly address matters within the scope of this Code of Ethics.
- (b) *Appointed City Official* means Municipal Court Judges (including substitute judges), City Manager, City Clerk, City Treasurer, City Attorney, City Auditor, and all other persons holding positions designated by the City Charter to be appointed by the Mayor and/or members of the City Council. The term Appointed City Official also includes all individuals appointed by the Mayor and/or City Council to all City authorities, boards, commissions, committees, task forces, or other bodies unless specifically exempted from this article by the City Council.
- (c) *City Official* means any person who is either an Elected City Official or an Appointed City Official.
- (d) *Benefit* means anything of monetary value that a reasonably prudent person would recognize as being likely to be intended to influence a City Official or Employee in the performance or non-performance of an official action.
- (e) *Confidential information* means information which has been obtained in the course of holding public office, employment, an independent contract or otherwise acting as a public servant, and which information is not available to members of the public under the Georgia Open Records Act or other law or regulation and which the public servant is not authorized to disclose, including:
 - 1. Any written information that could lawfully be excepted from disclosure pursuant to state law, unless the public servant disclosing it is authorized to do so by state law, or pursuant to some other pertinent law, policy or procedure;
 - 2. Any non-written information which, if it were written, could be excepted from disclosure under state law, unless the public servant disclosing it is authorized to do so by the state law, or pursuant to some other pertinent law, policy or procedure; and

3. Information which was obtained in the course of or by means of a record or oral report of a lawful executive or closed session, whether or not the disclosure of the information would violate state law, unless the public servant disclosing it is authorized by state law to do so, or unless the public servant disclosing it has been properly authorized to disclose it pursuant to an applicable law, policy or procedure; however, when such information is also available through channels which are open to the public, this provision does not prohibit public servants from disclosing the availability of those channels.
- (f) *Elected City Official* means the Mayor and the members of the City Council of the City of Norcross.
 - (g) *Employee* means any full or part time employee of the City of Norcross, other than City Officials as defined herein.
 - (h) *Entity* means a sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.
 - (i) *Family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any City Official or Employee related by blood, adoption, or marriage. The relationship by marriage shall include in-laws.
 - (j) *Interest* means any personal pecuniary benefit accruing to a public servant or the public servant's partner in interest, whether in the public servant's own name or the name of any person, property or business from which the public servant is entitled to receive any personal benefit, as a result of a matter which is or which is expected to become the subject of an official action by or with the City.
 - (k) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.
 - (l) *Partner in interest* means, when used in this article in connection with a public servant, as in the phrase "a public servant or a partner in interest," any and all of the following:

1. A member of the public servant's immediate family;
 2. A business with which the public servant or a member of the public servant's immediate family is associated;
 3. Any other person with whom the public servant or a member of their immediate family is in business, or is negotiating or has an agreement concerning future employment or the future conferring of any personal benefit, whether in the public servant's own name or the name of any business or person from whom the public servant is entitled, or expects to become entitled, to receive any personal benefit, as a result of a contract or transaction which is, or which is expected to become, the subject of an official action by or with the City. The term "partner in interest" does not imply or require any form of legal partnership or formal agreement; or
 4. When used in the phrase "a public servant or partner in interest," the term "partner in interest" refers only to a partner in interest of the public servant to whom reference is being made, and not to any other person's partner in interest.
- (m) *Public Servant* means a City Official or a City Employee as defined herein.
- (n) *Remote interest* means an interest of a person, property or entity, including a City Official or Employee, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general City fees, City utility charges, comprehensive zoning ordinance, or similar matters is deemed remote to the extent that the official would be affected in common with the general public.
- (o) *Special Master* means the judge or attorney appointed pursuant to Section 2-309(a) below to review Accusations, with the power to conduct investigations, to take evidence and to hold hearings to address the subject matter of any Accusation which such Special Master determines sufficiently states a claim of a violation of this Ethics Ordinance.
- (p) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person, property or entity, where:
1. The interest is as follows:

- i. Ownership of five percent or more of the voting stock, shares or equity of the property or entity; or
 - ii. Ownership of \$5,000.00 or more of the equity or market value of the property or entity.
- 2. The funds received by the person from the other person, property or entity during the previous 12 months either equal or exceed:
 - i. \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or ten percent of the recipient's gross income during that period, whichever is less;
 - ii. The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the City Council; or which entity receives an amount of \$5,000.00 or more; or
 - iii. The person is a creditor, debtor, or guarantor of the other person, property or entity in an amount of \$5,000.00 or more.

Sec. 2-301. PURPOSE.

The purpose of this Code of Ethics is to:

- (a) Encourage high ethical standards in official conduct by City Officials and Employees;
- (b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (c) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (d) Serve as a basis for disciplining those who fail to abide by its terms.

Sec. 2-302. SCOPE.

The provisions of this Code of Ethics shall be applicable to all City Officials and Employees. Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the Charter.

Sec. 2-303. – POLICIES OF THE CODE OF ETHICS.

The public trust requires City Officials and Employees to fulfill their duties faithfully and honestly and to subordinate any personal interest, which conflicts with the public interest. City Officials and Employees are trustees of the people and should strive to further the general welfare and not use public office or position to unethically improve their own private standing. The principal policies that form the foundation of this Code of Ethics are as follows:

- (a) The trust of citizens in their government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity.
- (b) The constitutions, laws and regulations of the United States and the State of Georgia and ordinances of the City of Norcross should be upheld as a minimum standard of conduct.
- (c) The most effective way to eradicate unethical practices is to consistently act with the highest moral principles and react appropriately to the ethical decisions of others.
- (d) City Officials and Employees should exercise sound judgment and apply ethical principles in making decisions that in any manner reflect upon their elected office.
- (e) All citizens should be treated with courtesy, impartiality and equality.

Sec. 2-304. – INTENT OF THE CODE OF ETHICS.

It is the intent of this Code of Ethics that City Officials and Employees shall not knowingly engage in any activity that is incompatible with the proper discharge of

their official duties or which would tend to impair their judgment or actions in the performance of their official duties. Furthermore, City Officials and Employees should avoid any action that might result in or create the appearance of:

- (a) Using public office or position in an unethical manner for private gain;
- (b) Impeding City of Norcross efficiency or economy; or
- (c) Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the City of Norcross.

Sec. 2-305. - CODE OF ETHICS FOR CITY EMPLOYEES.

Employees of the City shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts between their private self-interest and the public interest. Prohibited conduct of each such employee shall include, but not be limited to, the following:

- (a) Requesting, using, or permitting the use of any publicly owned or publicly supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of themselves or any other person, except as otherwise allowed by law;
- (b) Engaging in private employment with, or rendering services for, any private person who has business transactions with the City, unless they have notified their Department Director and the Human Resources Director in writing of the nature and extent of such employment or services;
- (c) Appearing on behalf of any private person, other than themselves, before any public body in the City;
- (d) Accepting gifts with a value of more than \$100.00, whether in the form of money, things, favors, loans, or promises, that would not be offered or given to them if they were not an employee;
- (e) Disclosing any confidential information concerning any official or employee, or any other person, or any property or governmental affairs of the City, without prior formal authorization of the governing body;
- (f) Using or permitting the use of confidential information to advance the financial or personal interest of themselves or any other person; or
- (g) Appointing of any person related to them by blood or marriage to fill an office, position, employment, or duty, when the salary, wages, pay, or compensation is to be paid out of public funds.

Sec. 2-306. – CODE OF ETHICS FOR CITY OFFICIALS.

City Officials shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts between their private self-interest and the public interest. Prohibited conduct of each City Official shall include the following:

- (a) City Officials shall not have a substantial interest that conflicts with their responsibilities and duties as trustees of the public good; or
- (b) City Officials shall not directly or indirectly engage in financial transactions as a result of, or primarily rely upon, confidential information obtained in the course of their office or received due to their position.
- (c) *Acceptance of gifts.* City Officials shall not solicit or accept, directly or indirectly, any benefit or payment from any person, corporation or group that has, or is seeking to obtain, a contractual or other business or financial relationship with the City of Norcross; provide however that the prohibitions against acceptance of gifts shall not apply in the case of:
 - 1. Occasional nonmonetary gift(s) of insignificance or trinkets or gifts, such as a calendar, memento or pen, received in the normal course of business with a value of/or less than \$100.00;
 - 2. Award publicly presented in recognition of public service;
 - 3. Transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;
 - 4. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction;
 - 5. Campaign contributions made and reported in accordance with Georgia laws;
 - 6. Items listed under O.C.G.A. § 16-10-2 that are specifically itemized as "a thing of value shall not include" as now or hereafter amended;
 - 7. Promotional items generally distributed to the general public, City Officials or Employees; or
 - 8. Food, beverage, admission or expenses afforded City Officials, members of their immediate families, or others that are associated with normal and customary business or social functions, activities, or events.

- (d) *Use of public property.* City Officials shall not use City of Norcross property of any kind for other than officially approved activities, nor shall they direct a City of Norcross employee to use such property for other than official purposes.
- (e) *Use of confidential information.* City Officials shall not directly make use of, or permit others to make use of, for the purpose of furthering a private interest, City of Norcross information not made available to the general public.
- (f) *Coercion.* City Officials shall not use their position in any way to coerce, or give the appearance of coercing:
 - 1. Another person to provide any benefits to themselves or to their immediate family as defined herein;
 - 2. A City of Norcross employee, an appointed official of the City of Norcross, or a contract employee to provide any benefit to themselves or to their immediate family as defined herein; or
 - 3. Any judge in the outcome of matters before the court.
- (g) *Purchases.* City Officials shall not order any goods or services for the City of Norcross or on behalf of the City of Norcross without proper authorization in compliance with the City of Norcross Code.
- (h) *Conflicts of interest.* City Officials shall not represent private interests, other than their own, in any action or proceeding against the City of Norcross or any portion of its government; or vote or otherwise actively participate in the negotiation or the making of any contract between the City of Norcross government and any business or entity in which they have a substantial interest. City Officials shall not enter into any contract with, or have any interest in, either directly or indirectly, the City except as authorized by state law.
 - 1. This prohibition shall not be applicable to the professional activities of the City Attorney in their work as an independent contractor and legal advisor on behalf of the City.
 - 2. This prohibition shall not be applicable to an otherwise valid employment contract between the City and a City Official who is not elected (such as, by way of example, a City Manager).

3. Any official who has a proprietary interest in an entity doing business with the City shall make that interest known in writing to the City of Norcross Elected Officials and the City Clerk.
- (i) *City of Norcross employees.* City Officials shall not use a City of Norcross employee for personal or private business during regular business hours or during the employee's scheduled shift.
 - (j) *Travel expenses.* City Officials shall not draw per diem or expense money from City of Norcross to attend a seminar, convention, conference or similar meeting and then fail to attend the seminar, conference, convention or similar meeting without promptly reimbursing the City thereafter.
 - (k) *Commitments.* City Officials shall not act or create the appearance of acting on behalf of the City of Norcross by promising to authorize or prevent any future official action of any nature, without proper authorization.
 - (l) *False statements.* City Officials shall not make an intentionally false or materially misleading statement or in any manner commit fraud in relation to any City of Norcross or public business.
 - (m) *Disclosure.* City Officials shall disclose the nature of any substantial interest they have in a matter at the time such matter is presented to the City Council for discussion and/or action. Such disclosure shall be recorded into the minutes of the meeting and become part of the public record.
 - (n) *Deliberation and vote prohibited.* City Officials shall not participate in a City of Norcross Council appointed Board, Committee or Council meeting during the discussion, debate, deliberation or vote, or otherwise take part in the decision-making process on any agenda item, or any official act or action in which he or she has a substantial interest. Provided, however, that such officials shall not be precluded from addressing a Council appointed Board, Committee or the City Council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public. Where the interest of a City Official in the subject matter of a vote or decision is remote or incidental, the City Official may participate in the vote or decision and need not disclose the interest.
 - (o) *Duty to leave meeting.* To avoid the appearance of impropriety, after any member of the City Council or Council appointed Board or Committee member is determined to have a substantial interest or a potential substantial interest in any matter, they shall leave their regular seat as a member of the City Council or Council appointed Board or Committee and not return to it until deliberation and action on the matter is

completed. Provided, however, that such official shall not be precluded from addressing an appointed Council Board or Committee or the City Council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public.

Sec. 2-307. – RECEIPT OF ETHICS ACCUSATIONS.

- (a) Ethics Accusations against City Officials and Employees shall be filed in writing with the City Clerk. All Accusations shall be submitted and signed under oath, shall be legibly drawn setting forth the particular facts and circumstances which constitute the alleged violation, with any and all relevant supporting documents attached, and shall clearly address matters within the scope of this ordinance.
- (b) Within ten (10) days of the receipt of an Accusation in proper form alleging a violation of this Code of Ethics, the City Clerk shall:
 - 1. forward a copy of the Accusation to the City Official or Employee charged in the Accusation;
 - 2. deliver a copy of the Accusation to the City Attorney, and
 - 3. deliver a copy of the Accusation to:
 - i. the Special Master appointed pursuant to Sec. 2-309(a) below if the Accusation Is against a City Official; or
 - ii. The City Manager if the Accusation is against an Employee.
- (c) Accusations shall be filed with the City Clerk within ninety (90) days of the date such alleged violation of this Code of Ethics occurred, or within ninety (90) days from the date the part making the Accusation knew or should have known about the alleged violation so long as such date is not more than six (6) months after the date the alleged violation occurred.

Sec. 2-308. PROCEDURE – ACCUSATIONS AGAINST EMPLOYEES.

- (a) Upon receipt of an Accusation against an Employee, the City Manager or his designee shall review and process all Accusations against Employees pursuant to the discipline and grievance policies and procedures set forth in the City of Norcross Employee Handbook extant at the time of the alleged deficiency or infraction.

- (b) An Employee found in violation of any provision of this Code of Ethics shall be subject to the discipline, grievance and appeal policies set forth in the City of Norcross Employee Handbook.

Sec. 2-309. PROCEDURE – ACCUSATIONS AGAINST CITY OFFICIALS.

- (a) *Appointment Of Special Master.*
1. *Accusations against Appointed Officials.* The Chief Judge of Municipal Court, or, in his or her absence, this or her designee who shall be another municipal court judge, or if no municipal court judge is available, the City Attorney, is hereby appointed as the Special Master for all Accusations against Appointed City Officials. The Special Master may be removed for cause by a majority vote of the City Council. If the Special Master is removed for cause, the next most senior Municipal Court Judge or the City Attorney shall serve as Special Master.
 2. *Accusations against Elected Officials.* Within ten (10) business days of the receipt of an Accusation against an Elected City Official, the Chief Magistrate of Gwinnett County and the City Attorney shall appoint a Special Master mutually agreeable to both of them to consider and hear any Accusation against an Elected City Official. Such Special Master shall be a judge, retired judge or a licensed attorney in good standing with the State Bar of Georgia with not less than ten (10) years' experience as an attorney in the State of Georgia. The Special Master shall reside outside of the City Limits of the City of Norcross, and shall swear or affirm that he or she has no interest in the outcome of the matter to be decided.
 3. *Compensation of Special Master.* The Special Master shall be compensated at the same hourly rate as the City Attorney, or at such other hourly rate as may be approved by Mayor and Council.
- (b) *Procedure Before Special Master.* Upon receipt of an Accusation against a City Official, the Special Master shall have the following duties and powers:
1. Review the Accusation to determine whether the Accusation is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke disciplinary action or is to be considered for further investigation.

2. Be empowered to dismiss those Accusations that are unjustified, frivolous, patently unfounded or that fail to state facts sufficient to constitute a violation of this article; provided, however, that a rejection of such Accusation by the Special Master shall not deprive the complaining party of any action he or she might otherwise have at law or in equity against the City Official.
3. Be empowered to collect evidence and information concerning any Accusation and to add to the findings and results of its investigation to the file containing such Accusation.
4. Be empowered to conduct probable cause investigations, to take evidence and hold hearings. The Special Master shall give the City Official notice and an opportunity for a hearing.
5. Be empowered to recommend to the City Council that any City Official found to have violated any provision of this article receive a reprimand, censure or be requested to resign their office.
6. Be empowered to refer an Accusation to the appropriate law enforcement agent or agency for investigation and possible prosecution.
7. The decision by the Special Master shall be reduced to writing and served upon all parties of interest within 60 days of receipt of the Accusation.
8. The Special Master shall appear in a public hearing before the City Council to present argument and evidence to justify the recommendation against a City Official contained in subparagraph 5 above and make a recommendation of the proper penalty to be imposed.

(c) *Procedure Before Mayor And Council.*

1. Within 30 days following the presentation of the findings of the Special Master against a City Official, the Mayor and City Council shall have the final authority to act on or reject the recommendations of the Special Master regarding a City Official.
2. If the subject of the Accusation is the Mayor or a member of the City Council, he or she shall be disqualified and will not be allowed to vote pursuant to this section or participate in any discussion related thereto. Nor shall such position be counted for the purpose of establishing a quorum for this particular purpose.

3. Passage of a motion on the recommendation of the Special Master shall require the affirmative vote of a majority of qualified Council members present and voting as set forth above. For the purposes of this Code of Ethics, a majority means more than one-half of the qualified Council members present excluding abstentions. Upon a tie vote, the Mayor shall vote to break the tie.
 4. The Mayor and City Council shall have the final authority to act on or reject the recommendation within 30 days of the presentation by the Special Master.
- (d) *Penalties For Violation By City Officials.* Upon majority vote of the City Council, any violation of this Code of Ethics shall subject the City Official to disciplinary action including reprimand, censure, or a request to the offending City Official that he or she resign their office.
 - (e) *City Officials' Right To Appeal.* Any City Official adversely affected by a disciplinary action taken by the City Council may appeal the decision to the Gwinnett County Superior Court in accordance with the laws of the State of Georgia. Provided, however, that no action of the Special Master refusing or failing to take action pursuant to this Code of Ethics shall be reviewable by the Superior Court.
 - (f) *Tolling For Elections.* To discourage the filing of ethics Accusations solely for political purposes, Accusations **will not be accepted against a person seeking election as an Elected Official, whether** currently serving as an Elected Official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing Accusations against an Elected Official will not run during this period. Properly filed Accusations will be accepted and processed after the election results have been certified.”

SECTION 2.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

SECTION 3.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4.

The provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Norcross, Georgia and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5.

This ordinance shall become effective upon the passage and adoption by the Mayor and City Council of the City of Norcross.

THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Norcross do hereby ordain, resolve and enact the foregoing Ordinance to amend the City Charter of the City of Norcross as set forth above.

Adopted this _____ day of _____, 2019.

APPROVED:

NORCROSS CITY COUNCIL

BY:

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk