

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Agenda

Monday, April 7, 2025

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Live Stream Here:

<https://youtube.com/live/bVAs8ar9oz4?feature=share>

- 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 Meeting Minutes for Acceptance**
 - 1. [25-7280](#) **Approval of Previous Meeting Minutes**
[Mayor and Council - Regular Meeting - Mar 3, 2025, 6:30 PM](#)
[Policy Work Session - Policy Work Session - Mar 17, 2025, 6:30 PM](#)
- F. Set Agenda as Presented for the Scheduled Meeting**
 - 1. [25-7281](#) **Acceptance of the Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - 1. [25-7259](#) **Swearing in Officer Logan Spurgeon**
Oath of office administered to Officer Logan Spurgeon.
[Oath of Office - Logan Spurgeon](#)
 - 2. [25-7282](#) **Swearing in of Officer Damour Bailey**
Oath of office administered to Officer Damour Bailey.
[Oath of Office - Damour Bailey](#)
- 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**J. Reports of the Mayor and Councilmembers****a. General Announcements****APRIL CALENDAR OF EVENTS****Norcross Then & Now Exhibit**

Tuesday, April 1 - Wednesday, April 30 | Welcome Center & History Museum

Movie Monday: The Fall Guy

Monday, April 14 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Day Of Play

Friday, April 18 | 10:00 - 11:00 a.m. | Lillian Webb Park

Coffee With Council

Saturday, April 19 | 8:00 a.m. | 45 South Cafe

Easter Egg Hunt

Saturday, April 19 | 10:00 a.m. | Rossie Brundage Park

Eggs-tra Special Needs Egg Hunt

Saturday, April 19 | 1:00 p.m. | Rossie Brundage Park

Public Safety Building Groundbreaking

Monday, April 21 | 2:00 p.m. | 6025 Buford Hwy.

Policy Work Session

Monday, April 21 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Planting For Pollinator Workshop

Tuesday, April 22 | 1:00 - 2:00 p.m. | Norcross Gwinnett Public Library

Norcross Then & Now Exhibit Reception

Thursday, April 24 | 5:00 - 7:00 p.m. | Welcome Center & History Museum

Arboretum Ribbon Cutting

Friday, April 25 | 2:00 p.m. | Pinnacle Park

Georgia Cities Week: Norcross LCuster Innovation Showcase

Saturday, April 26 | 9:00 a.m. - 1:00 p.m. | Lillian Webb Park

Freckles & Co. Ribbon Cutting

Saturday, April 26 | 9:30 a.m. | 19 Jones St. NW

Movie Monday: The Monk And The Gun

Monday, April 28 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

K. Board Appointments

1. [25-7284](#) **Board Appointment - Discovery Garden Park Board**
2. [25-7285](#) **Board Appointment - Norcross Public Arts Commission**

L. Consent Agenda

1. [25-7263](#) **Request for an Authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour**
A recommendation to deny the request for an out of cycle Comprehensive Plan amendment; to defer amendment consideration to the regular cycle processing period beginning in December 2025, based on the evidence that public notice for the 2045 Comprehensive Plan Update was adequate.
[Agenda Report - Request for an authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour](#)

[Concept Plan and Request Letter](#)

[Town Center Character Area](#)

[Character Area Map](#)

[Character Area Permitted Uses Matrix](#)

[Land Use Definitions](#)
2. [25-7264](#) **Surplus Vehicles**
Approve the surplus of five (5) vehicles.
[Agenda Report - Surplus Vehicles](#)

[Surplus Vehicle Memo from NPD Fleet Manager](#)

[Surplus Vehicle Memo from Public Works Director](#)
3. [25-7265](#) **Switchgear for Public Safety Building**
Approve Reeves Young to purchase the public safety building's electrical switchgear as early release work, ahead of an agreed upon Guaranteed Maximum Price (GMP) for the construction of the public safety building.
[Agenda Report - Switchgear for Public Safety Building](#)

[Reeves Young's contract change order with supporting documentation and three \(3\) vendor bids](#)

[Contract Amendment for Early Release of Switchgear Purchase](#)
4. [25-7266](#) **LED Street Lights Policy**
Adopt a policy that requires the installation and/or retrofit with Dark Sky-compliant light-emitting diode (LED) lamps in street lights.
[Agenda Report - LED Street Light Policy](#)

[Street light Guideline Additions](#)

[Green Communities Measure](#)

[Draft LED Street Lights Policy](#)

[Photo Example of HID vs LED Street light lamps](#)

5. [25-7267](#) **Amendments to the FY25 Budget**
Approve amendments to the adopted FY25 budget totaling \$7,416,975.
[Agenda Report - Budget Amendment for Public Safety Building](#)
[Budget Amendment Entries](#)

6. [25-7269](#) **Contract Award for HVAC Preventative Maintenance and Services**
Approve contract between the City of Norcross and MaxAir Mechanical, LLC for HVAC Preventative Maintenance and Service.
[Agenda Report - Contract Award for HVAC Preventative Maintenance and Services](#)
[RFP PW 25-07 Packet](#)
[CON Agreement with MaxAir Mechanical, LLC](#)
[RFP PW 25-07 Evaluation Summary](#)

7. [25-7270](#) **Contract Award for Anamanda Close Headwall Replacement**
Approve contract between the City of Norcross and Professional Pipeline, LLC. For Anamanda Close headwall replacement.
[Agenda Report - Contract Award for Anamanda Close Headwall Replacement](#)
[CON Agreement Professional Pipeline, LLC](#)
[ITB PW 25-05 Packet](#)
[ITB PW 25-05 Bid Tabulation](#)

8. [25-7271](#) **Contract Award for Cured-In-Place Pipe (CIPP) Relining**
Approve contract between the City of Norcross and Southern Premier Contractors for CIPP relining.
[Agenda Report - Contract Award for Cured-In-Place Pipe \(CIPP\) Relining](#)
[CON Agreement Southern Premier Contractors, Inc.](#)
[Stormwater Pipe Summary](#)
[ITB PW 25-06 Packet](#)
[ITB PW 25-06 Bid Tabulation](#)

9. [25-7272](#) **Contract Award for On-Call Concrete Services**
Approve contract between the City of Norcross and Curb-Tech Inc. for on-call concrete services.
[Agenda Report - Contract Award for On-Call Concrete Services](#)
[RFQ PW 25-08 Packet](#)
[CON Agreement with Curb-Tech Inc](#)
[RFQ PW 25-08 Evaluation Summary](#)

10. [25-7273](#) **Norfolk Southern (NFS) Lease Agreement-West**
Approve NFS Lease Agreement (West, MP 618.50) and Appropriation of \$85,000 for 2025-2026 Annual Payment.
[Agenda Report - Norfolk Southern \(NFS\) Lease Agreement-West](#)
[NFS Lease Agreement-West MP 618.50](#)
11. [25-7274](#) **Elected Official Accommodations at GMA Conferences and Training**
Authorize the Mayor and City Councilmembers an exemption to travel policy restrictions on using short-term rentals. The exemption would apply only while attending Georgia Municipal Association (GMA) meetings, conferences, and training sessions.
[Agenda Report - Elected Official Accommodations at GMA Conferences and Training](#)

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



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7280	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve/Deny the March 3 Regular Council Meeting Minutes and the March 17th Policy Work Session and Executive Session Meeting Minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, March 3, 2025

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Mar 3, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

A. Call to Order by Mayor Craig Newton

The Regular Meeting was called to order at 6:30 PM by Mayor Craig Newton.

B. Invocation

Invocation lead by Councilmember Josh Bare.

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	
Marshall Cheek	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

E. Presentation of previous meeting minutes for acceptance**25-7253: Approval of Previous Meeting Minutes****Motion**

A motion to Approve the January 31 Visioning Session minutes, February 3rd Regular Council Meeting minutes, and the February 17 Policy Work Session and Executive Session minutes.

Mayor and Council Retreat – Special Called Meeting - Jan 31, 2025 9:00 AM

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

Mayor and Council - Regular Meeting - Feb 3, 2025 6:30 PM

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

Policy Work Session - Policy Work Session - Feb 17, 2025 6:30 PM

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

Minutes Acceptance: Minutes of Mar 3, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

F. Set agenda as presented for the scheduled meeting.**1. 25-7254: Acceptance of the Agenda and Approval of the Consent Agenda****Motion**

A motion to Accept the Agenda and Approve the Consent Agenda with the following items being added from the floor

25-7261: Moratorium on Certain Development Applications for Residential Developments Utilizing Private Roads

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

25-7262: Homestead Exemption Resolution and Update

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**1. 25-7255: Proclamation Recognizing Chloe Au**

RESULT:	PRESENTED BY MAYOR NEWTON
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2. 25-7256: Proclamation Recognizing Dr. Wetherington as Principal of the Year for Paul Duke STEM High School

RESULT:	PRESENTED BY MAYOR NEWTON
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3. 25-7257: Swearing in of Officer Theresa Dawes

RESULT:	SWORN IN BY MAYOR NEWTON
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4. 25-7258: Swearing in of Officer King Mitchell

RESULT:	SWORN IN BY MAYOR NEWTON
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5. 25-7259: Swearing in of Officer Logan Spurgeon

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/7/2025 6:30 PM
TO:	Mayor and Council

6. 25-7260: Swearing in of Officer Gabriel Veras

RESULT:	SWORN IN BY MAYOR NEWTON
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Minutes Acceptance: Minutes of Mar 3, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

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

a. Comments by Citizens

- Larry Hall
Introduced the third annual Photography Contest hosted by Norcross Gallery and Studios, scheduled to open in the spring. He also announced that Creative Gwinnett has awarded NGS a grant to support the 2025 Photography Contest.
- Bucky Johnson
Expressed disappointment regarding the city's handling of the 551 Sunset development process, emphasizing the need for improved services to the community.
- Jerry Gresham
Shared dissatisfaction with the lack of public information about the 551 Sunset development. He requested that the Council and City Manager reconsider the project's continuation, proposing the construction of two houses instead of the planned four. Additionally, he sought assurance of receiving similar rights and considerations as the applicant for potential future developments on his property.
- Dusty Albury
Expressed his concerns regarding the development at 551 Sunset Drive. After consulting with the City Engineer, he learned that the property could accommodate only two homes. He called for accountability from the City Manager due to oversight by staff and urged the City Council to intervene, suggesting that the developer be permitted to build only two homes on the property.
- Darren Kusman
Applicant of 551 Sunset, Mr. Kusman, addressed the Mayor and Council, expressing concerns about misinformation circulating regarding the project. He urged adherence to city codes and the Zoning Procedures Act in all future discussions and actions related to this development. Mr. Kusman also made mention that another family required a variance for their construction.
- Melvin Everson
Vice President of Community and Government Affairs at Gwinnett Technical College, introduced himself to the Mayor and Council. He highlighted that Gwinnett Tech currently boasts record enrollment numbers. Many students have successfully transferred to esteemed four-year universities, reflecting the college's strong academic foundation. Additionally, Gwinnett Tech has made significant strides in technology and cybersecurity education, underscored by the recent inauguration of a state-of-the-art Cybersecurity building. Mr. Everson extended an invitation to the Mayor and Council to tour this new facility.
- Kevin Kyle
Echoed concerns previously mentioned regarding the 551 Sunset development, aligning with points raised by other community members.
- Tiny Willis
Expressed concerns regarding the approved proposal for expanded downtown parking on Wingo Street. She requested detailed information on the locations of the new parking spaces, including a map, to fully understand the project's scope prior to construction. Additionally, she shared her opinion that the proposed pocket parks, as depicted in the plans, resemble adult playpens and do not align with the city's historic character.

- Lynn Ward
Expressed that she is not against the addition of parking spaces on Wingo Street but voiced concerns over the proposal to remove existing parking to create new spots. She inquired about the inclusion of buffers and landscaping in the plan. Additionally, Ms. Ward questioned whether the current moratorium on public/private roads applies to City Hall. She also recounted a recent incident where she narrowly avoided being struck by a driver who failed to stop at the intersection near the Iron Horse parking lot. Ms. Ward suggested the installation of a flashing light to enhance driver awareness and safety in that area.
- Pierre Levy
Representative of the British Car Show shared that a donation in the amount of \$6,000 was presented to the Norcross Ministries.
- Heather Albury
Address comments made by Mr. Kusman regarding the variance application process for her property, highlighting discrepancies compared to the process followed for the applicants of 551 Sunset Drive. She expressed that the community is opposed to the construction of large mansions across from their homes and voiced disappointment in the city's handling of the situation.
- Faye McFarland
Inquired about the operability of the early warning sirens, emphasizing their importance to many residents.
- Kathleen Corpeda
In representation and support of her neighbors, expressed concerns regarding the construction project at 551 Sunset Drive. She urged the Mayor and Council to preserve Norcross's unique charm, which initially attracted residents, and to avoid developments that might compromise the city's distinctive character.
- Dave Jones
Expressed concerns regarding the green markings on tree trunks along Wingo Street. Mr. Jones feels that the Wingo is often overlooked or treated like the "stepchild" compared to other city roads, which he feels receive more attention and enhancements, such as flags. He also questioned the addition of 49 parking spaces on Wingo Street and inquired about the downfall of the South End project. Mr. Jones called for increased transparency from the city, stating a preference for clear communication over attending numerous meetings to stay informed.
- Jim Eyre
Expressed gratitude to the Mayor and Council for approving the expansion of downtown parking. He addressed public allegations, stating that many are inaccurate, and clarified that the houses on Wingo Street are slated for renovation. He also noted that the green markings on trees are for surveying purposes related to the parking project. Mr. Eyre attributed the spread of misinformation to a lack of public participation in meetings and review of agendas and minutes. He encouraged all who seek transparency to attend meetings and ask questions.

b. Comments by Council

c. Comments by City Manager

* Moratorium on Certain Development Applications for Residential Developments Utilizing Private Roads (Added as an item from the floor)

PH. Public Hearings**PH1. 25-7240: REZ2024-007 Rezoning from R-100 and R-75 to PRD for Single Family Detached Residential Project****Original Motion**

A motion to Approve the zoning component of RZ2024-007, the adoption of zoning standards under the Planned Residence District (PRD) for the property located at 136, 138, 134 & 141 Beutell St. & 87 Hunt Street, with the following conditions as presented with the inclusion of condition 13.

MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Marshall Cheek, Mayor Pro Tem

Amended Motion:

A motion to Approve the zoning component of RZ2024-007, the adoption of zoning standards under the Planned Residence District (PRD) for the property located at 136, 138, 134 & 141 Beutell St. & 87 Hunt Street, with the following conditions as presented with the inclusion of conditions 13 and 14.

1. The PRD zoning designation shall be restricted to a single-family development up to a maximum of 31 units;
2. The property shall be developed in general conformance with the site plan dated receipt 10/28/2024 and shall include a 14-foot setback along the interior property lines;
3. A 2-foot sidewalk landscape strip shall be provided along the interior property lines;
4. The applicant shall provide a minimum of 3 parking spaces per unit all which must be provided on the site;
5. A 2-foot sidewalk landscape strip, 8-foot sidewalk with streetlights shall be installed along Hunt Street and Beutell Street in conformance with Section 205-4.f. of the UDO unless otherwise required by the City Engineer; and the sidewalk in front of existing lots 26 and 27 shall be upgraded from 5' to 8'.
6. All common areas, including but not limited to stormwater systems, shall be maintained by the property manager/owner;
7. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks and minor adjustments to the site concept plan shall be approved by the Community Development Director in response to Gwinnett County comments is allowed;
8. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
9. Plant material use on site in landscape strips and buffers are subject to final approval of the City's Arborist;
10. Location of stormwater detention is subject to the approval of the City Engineer;
11. All utilities shall be buried;
12. The development shall comply with the Architectural Review Board's 11 conditions of approval referenced earlier in the analysis. Any changes to previously approved plans shall be subject to the formal advertising and review process of the Architectural Review Board;

13. The applicant work with City Staff to help develop pedestrian connectivity between Hunt Street and Wingo Street, if possible. If it is possible to develop pedestrian connectivity, the applicant shall contribute \$10,000 total in equal assessments on each building permit for the development (\$10,000/31=\$322.38 per permit) into a specified trail/sidewalk fund towards the creation of the connection;
14. The applicant must obtain a Land Disturbance Permit (LDP) within 18 months of this zoning action.
- If not obtained, the applicant shall provide an update to Mayor and Council at a regularly scheduled meeting on the status of the project

RESULT:	APPROVED WITH CONDITIONS [4 TO 1]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Marshall Cheek, Josh Bare, Matt Myers, Bruce Gaynor
NAYS:	Andrew Hixson

J. Reports of the Mayor and Councilmembers

a. General Announcements

MARCH CALENDAR OF EVENTS

First Friday Concert: The Gold Standard Band

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

Irish Fest

Saturday, March 8 | 1:00 - 5:00 p.m. | Downtown Norcross

Movie Monday: A League Of Their Own

Monday, March 10 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Day Of Play

Friday, March 14 | 5:00 - 6:00 p.m. | Lillian Webb Park

Coffee With Council

Saturday, March 15 | 8:00 a.m. | 45 South Cafe

Policy Work Session

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

Movie Monday: National Treasure

Monday, March 24 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Neighborhood Cleanup & Recycling Day

Saturday, March 29 | 8:00 a.m. - 12:00 p.m. | Norcross Public Works

Norcross Then & Now Exhibit

Tuesday, April 1 - Wednesday, April 30 | The Rectory

First Friday Concert: Block Party Band

Friday, April 4 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

*** Clarify date of Easter Egg Hunt with PR. ***

K. Board Appointments

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

L. Consent Agenda

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Marshall Cheek, Mayor Pro Tem
AYES:	Cheek, Hixson, Bare, Myers, Gaynor

1. 25-7248: Brookhaven Innovation Academy (BIA) School Zone

Motion

A motion to Approve the adoption of a resolution to be forwarded to the Georgia Department of Public Safety and Georgia Department of Transportation (or any other applicable agency necessary to effect the designations in the resolution) that facilitates the designation of streets surrounding Brookhaven Innovation Academy (BIA) as a School Zone.

2. 25-7249: Expanded Downtown Parking

Motion

A motion to authorize staff to receive at least 3 vendor quotes/proposals from the City's On-call Professional Engineering & Design Services Contract to provide surveying and engineering design to generate a design development level plan for expanding parking in the downtown area.

M. Items for Discussion**1. 25-7261: Moratorium on Certain Development Applications for Residential Developments Utilizing Private Roads****Original Motion**

A motion to Approve the moratorium, as outlined in the agenda packet, on private roads within the City of Norcross until such time that the Mayor and Council can update city ordinances to align with Gwinnett County regulations.

MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember

Amended Motion

A motion to Approve an amendment to the original motion that the moratorium apply to all roads being built in a residential development.

RESULT:	DEFEATED [2 TO 3]
MOVER:	Josh Bare, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Andrew Hixson, Josh Bare
NAYS:	Marshall Cheek, Matt Myers, Bruce Gaynor

New Motion (1 of 2)

A Motion to Approve a three-month moratorium on private roads in the City of Norcross.

RESULT:	APPROVED [5 TO 0]
MOVER:	Matt Myers, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Marshall Cheek, Andrew Hixson, Josh Bare, Matt Myers, Bruce Gaynor

New Motion (2 of 2)

A motion to Approve a three-month moratorium on public roads in residential districts.

RESULT:	APPROVED [4 TO 1]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Andrew Hixson, Josh Bare, Matt Myers, Bruce Gaynor
NAYS:	Marshall Cheek

2. **25-7262: Homestead Exemption Resolution and Update**

Original Motion

A motion Approve the attached Homestead Exemption resolution changing the age from 62 years to 65 years.

RESULT:	DEFEATED [2 TO 3]
MOVER:	Marshall Cheek, Mayor Pro Tem
SECONDER:	Andrew Hixson, Councilmember
AYES:	Marshall Cheek, Josh Bare
NAYS:	Andrew Hixson, Matt Myers, Bruce Gaynor

New Motion

A motion to Approve the resolution as presented, with 62 years established as the age.

[Agenda Report - Homestead Exemption Resolution and Update](#)

[Resolution for Local Legislation](#)

RESULT:	APPROVED [4 TO 1]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Andrew Hixson, Josh Bare, Matt Myers, Bruce Gaynor
NAYS:	Marshall Cheek

N. **Adjourn in memory of**

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

The meeting adjourned at 9:03 PM with a motion made by Councilmember Bare, seconded by Councilmember Myers.

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

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



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

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

Meeting Date: March 3, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7262

Title: Homestead Exemption Update, Resolution CC:
 Eric Johnson, City Manager

Recommendation

Approve the execution of a resolution signed by the Mayor and Council supporting the introduction of local legislation to place a Homestead Exemption Amendment for a resolution to be approved by the Citizens of Norcross.

Background

Our local delegation in consultation with Legislative Counsel for the General Assembly has drafted legislation regarding the City of Norcross's Homestead Exemption. The draft continues the existing age limitation (62 y/o) whereas the City's legislation requested that the age be modified to 65 years of age. The Council will need sign a resolution supporting the local legislation.

Financial Impact

Financial Impacts have been discussed in previous agenda items

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

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options
3. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

Original Legislative Draft- Resolution

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS
REQUESTING THE INTRODUCTION OF LOCAL LEGISLATION AND A CITY
REFERENDUM PROVIDING FOR AN INCREASE IN THE HOMESTEAD
EXEMPTION FOR MUNICIPAL AD VALOREM TAXES**

WHEREAS, the City Council for the City of Norcross, Georgia (the “City”) met on December 2, 2024 and authorized discussions with Norcross’s local delegation in the General Assembly for the purpose of submitting to the City’s voters the question of expanding the City’s homestead exemption from \$9,000 to \$45,000 and, for those age 62 or older, an increase of the exemption from \$18,000 to \$90,000;

WHEREAS a draft of such local legislation is attached hereto as Exhibit 1 (the “Draft Legislation”);

WHEREAS the City Council desires that the local delegation submit the attached Draft Legislation, or substitute legislation as necessary and appropriate, to the General Assembly such that the question of increasing the City’s homestead exemption can be called for a vote in the November 2025 municipal election;

NOW THEREFORE, BE IT RESOLVED that the City of Norcross petitions the local Gwinnett County delegation and members of the General Assembly to introduce and approve the Draft Legislation, with amendments as necessary and/or appropriate, such that the question of increasing the City’s homestead exemption can be placed before City of Norcross voters on the November 2025 general election.

SO RESOLVED on this ____ day of March, 2025,

Craig Newton, Mayor

Marshall Cheek, Mayor Pro Tem

Andrew Hixson, Councilmember

Josh Bare, Councilmember

Matt Myers, Councilmember

Bruce Gaynor, Councilmember

Attested by:

Monique Philip

Minutes Acceptance: Minutes of Mar 3, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

Exhibit 1

--Draft Legislation--

Minutes Acceptance: Minutes of Mar 3, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, March 17, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

A. Roll Call (recorded)

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

The Policy Work Session was called to order at 6:30 PM by Mayor Pro Tem Marshall Cheek.

B. Citizen Input**C. Board Updates****D. General Updates**

* 551 Sunset Drive Update

E. Council - General Discussion**F. City Manager's Report****G. Board Appointments**

The Mayor and Council will Consider Appointments to the following Boards, Commissions, or Authorities in Executive Session:

*Discovery Garden Park Board

*Norcross Public Arts Commission

H. Items for Discussion**1. 25-7275: Road Resurfacing Prioritization**

RESULT: DISCUSSED

The City Manager will propose funding solutions, alternative options, and an expedited plan for the road resurfacing project at an upcoming Policy Work Session.

2. 25-7263: Request for an Authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

3. 25-7264: Surplus Vehicles

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Mar 17, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

4. **25-7265: Switchgear for Public Safety Building**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

5. **25-7266: LED Street Lights Policy**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

6. **25-7267: Amendments to the FY25 Budget**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

7. **25-7268: UDO Revision Feedback**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/21/2025 6:30 PM

TO: Policy Work Session

8. **25-7269: Contract Award for HVAC Preventative Maintenance and Services**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

9. **25-7270: Contract Award for Anamanda Close Headwall Replacement**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

10. **25-7271: Contract Award for Cured-In-Place Pipe (CIPP) Relining**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/7/2025 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Mar 17, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

11. **25-7272: Contract Award for On-Call Concrete Services**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/7/2025 6:30 PM
TO:	Mayor and Council

12. **25-7273: Norfolk Southern (NFS) Lease Agreement-West**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/7/2025 6:30 PM
TO:	Mayor and Council

13. **25-7274: Elected Official Accommodations at GMA Conferences and Training**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/7/2025 6:30 PM
TO:	Mayor and Council

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

The meeting adjourned to Executive Session for Personnel, Real Estate and Legal at 9:13 PM with a motion made by Councilmember Bare, second by Councilmember Myers.

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

Minutes Acceptance: Minutes of Mar 17, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7281	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda		

Sponsors:

Code Sections:

Title
Acceptance of the Agenda

Motion
A motion to Accept the Agenda and Approve the Consent Agenda.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7259	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Swearing in of Officer Logan Spurgeon		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Logan Spurgeon](#)

Title

Swearing in of Officer Logan Spurgeon

Sworn-in by

Mayor Craig Newton

Norcross Police Department

Oath of Office

I, Logan Spurgeon swear (or affirm) that I am not incumbent in any office of trust in this State, of the United States or of any foreign State and should I seek such, my separation herefrom shall be instant;

I further swear (or affirm) that I am not the holder of any public monies due this or any other State or political subdivision unaccounted for; I swear (or affirm) that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding; I swear (or affirm) I am qualified to hold the office to which I am appointed, and for so long as I am employed with the City of Norcross Police Department, I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

Officer's Signature

Administrator's Signature

Title and Name of Administrator

Date

Notary Public



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7282	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Swearing in of Officer Damour Bailey		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Damour Bailey](#)

Title

Swearing in of Officer Damour Bailey

Sworn-in by

Mayor Craig Newton

Norcross Police Department

Oath of Office

I, Damour Bailey swear (or affirm) that I am not incumbent in any office of trust in this State, of the United States or of any foreign State and should I seek such, my separation herefrom shall be instant;

I further swear (or affirm) that I am not the holder of any public monies due this or any other State or political subdivision unaccounted for; I swear (or affirm) that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding; I swear (or affirm) I am qualified to hold the office to which I am appointed, and for so long as I am employed with the City of Norcross Police Department, I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

Officer's Signature

Administrator's Signature

Title and Name of Administrator

Date

Notary Public



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7284	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Discovery Garden Park Board		

Sponsors:

Code Sections:

Title
Board Appointment - Discovery Garden Park Board

Motion

A motion to Approve/Deny the appointment of the following candidate to the Discovery Garden Park Board with the term as presented :

Discovery Garden Park Board

_____ **June 1, 2027**



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7285	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Norcross Public Arts Commission		

Sponsors:

Code Sections:

Title

Board Appointment - Norcross Public Arts Commission

A motion to Approve/Deny the appointment of the following candidate to the Norcross Public Arts Commission with the term as presented :

Norcross Public Arts Commission

_____ **December 1, 2027**



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7263	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Request for an Authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Request for an Authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour](#)
2. [Concept Plan and Request Letter](#)
3. [Town Center Character Area](#)
4. [Character Area Map](#)
5. [Character Area Permitted Uses Matrix](#)
6. [Land Use Definitions](#)

Title

Request for an Authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour

Drafter

Deborah Rogoff-Era

Motion

A motion to Approve/Deny the request for an out-of-cycle Comprehensive Plan amendment.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Deborah Rogoff-Ezra, Community Development Director

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7263

Title: Request for an Authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour

CC: Eric Johnson, City Manager

Recommendation:

A recommendation to deny the request for an out of cycle Comprehensive Plan amendment; to defer amendment consideration to the regular cycle processing period beginning in December 2025, based on the evidence that public notice for the 2045 Comprehensive Plan Update was adequate.

Background:

John George Mansour, counsel for Reside Partners, LLC (the "Applicant") has submitted a request to for an out of cycle amendment the City of Norcross 2045 Comprehensive Plan - Town Center Character Area, to reinstate high-density multi-family residential as a permitted land use. (Attachment A). A request for an out of cycle Comprehensive Plan Amendment must be in the form of a letter requesting the consideration of an out of cycle acceptance of the application with a sketch plan and detailed written information on the proposed project as well as detailing the reason for the out of cycle request to Mayor and Council. The request is then be placed on the next available policy and voting meeting agenda of the Mayor and Council for consideration. It is up to a vote of the Mayor and Council to determine if the City will accept the application for the out-of-cycle request. If the request is approved, the applicant must then complete the Comprehensive Plan Amendment application as well as the appropriate zoning application and submit all required documentation and fees as required by the appropriate meeting deadlines before the item is placed on the appropriate agendas for the Planning and Zoning Board and subsequently other agendas for consideration.

The applicant is proposing the Magnolia Grove development, shown in Attachment B. The 3.83-acre site, comprised of an assemblage of parcels, is located at the intersection of Buford Highway and Holcomb Bridge Road, bound on the north by Magnolia Street and to the east by Carlyle Street. The proposed mixed-use concept introduces 233 apartment units with retail on the ground floor along Holcomb Bridge Rd. and 14 townhomes, served by a parking deck with 372 spaces. The applicant has met with the City on several occasions over the past several years to discuss and evaluate the concept. However, the applicant had not submitted any applications to initiate their process prior to the adoption of the 2045 Comprehensive Plan update.

The original concept plan was predicated on the potential for high density residential under the previous 2040 Comprehensive Plan Character Area designation of Town Center, which established a land use policy for planned residential communities offering a variety of housing options.

“High Density Residential North of Buford Hwy shall be limited to the area bound by Lively Ave, Magnolia St, Holcomb Bridge Rd, and Buford Hwy not to exceed 350’ north of the Buford Hwy Centerline.”

The definition for high density residential allowed for development of 8 units per acre and above at the time. The adoption of the 2045 Comprehensive Plan in 2024 retained the Town Center Character Area designation. However, it removed high-density residential from the permitted uses within the Town Center Character Area, limiting it to a medium density residential at 12 dwelling units per acre.

The Applicant requests the opportunity to formally present a proposal to amend the character area to reinstate high-density multi-family residential as an allowable use. The Applicant recognizes that this request is being submitted outside of the normal application cycle for changes to a character area. They are requesting that the Mayor and Council allow for an out-of-cycle review and consideration of this request citing that: due to the locational importance of the property, the significant punitive harm to the Applicant and the property owner; and the fact that the properties were acquired with the expectation that high-density residential uses would be permitted under the 2040 Comprehensive Plan.

The applicant indicates that exclusion of the previously supported high-density residential development potential directly impacts their “ability to pursue responsible development that would complement and enhance the Town Center, in alignment with prior planning efforts and best practices for successful downtown revitalization.” The Applicant further states that the change in permitted density was made administratively and without substantive public dialogue or consideration of the impacts on individual properties, per the following:

“The Applicant and property owner relied on the 2040 Comprehensive Plan in good faith when assembling these properties, and the sudden and unpublicized removal of high-density residential represents an unforeseen and unjust hardship.”

The 2045 Comprehensive Plan Update was conducted in accordance with the Standards and Procedures for Local Comprehensive Planning effective October 1, 2018 and established by the Georgia Planning Act of 1989. The City held the first required public hearing to brief the community on the process to be used to develop the Comprehensive Plan on March 6, 2023, and the City held the second required public hearing to approve transmittal of the draft plan to

Atlanta Regional Commission (ARC) and the State of Georgia Department of Community Affairs for review on January 2, 2024, and adoption public hearings on March 4, 2024, and April 1, 2024.

Supplementing the required public hearings, the following opportunities were available to the public to participate in the development of the Comprehensive Plan:

- Kick-off Public Hearing at a Mayor & Council meeting: March 6, 2023
- Pop-Up #1 at 45 South Cafe: April 8, 2023
- Visioning Survey (Online): Open early April 2023 to early July 2023
- Pop-Up #2 at the Bluesberry Beer and Music Festival: June 24, 2023
- Pop-Up #3 at the Cookout with Council: July 29, 2023
- Pop-Up #4 at Summerour Middle School Curriculum Night: August 22, 2023
- Virtual Public Meeting: September 7, 2023
- Implementation Survey (Online): Open September 7-30, 2023
- Open House: October 19, 2023

The Comprehensive Plan community engagement program was also guided by a 22-member Steering Committee, which met 5 times between March 7, 2023 and January 4, 2024.. Steering Committee meetings were open to the public.

Financial Impact:

Undetermined at this time. Not a budget item

Consistent with Comprehensive Plan?

1. Furthers the City's Tradition of Strong Leadership and High Level of Quality Service

Attachments

1. Concept Plan and Request Letter
2. Town Center Character Area
3. Character Area Map
4. Character Area Permitted Uses Matrix
5. Land Use Definitions

Ayoub, Mansour & Bryant, L.L.C.

Attorneys at Law

The Highland Building
675 Seminole Avenue, Suite 301
Atlanta, Georgia 30307

March 3, 2025

John George Mansour

Direct dial: 404.806.7384

Fax: 404.806.7414

Email: mansour@ayoubmansour.com

VIA Electronic Mail

Mayor and City Council
City of Norcross
65 Lawrenceville Street NW
Norcross, Georgia 30071

RE: Request for Consideration to Amend the Town Center Character Area to Allow High-Density Multi-Family Residential Development

Dear Mayor and Members of the Norcross City Council,

I am writing to formally request that the City of Norcross allow Reside Partners, LLC (the "Applicant") to submit a request to amend the Norcross - Town Center Character Area to reinstate high-density multi-family residential as a permitted land use.

As you are aware, the 2040 Comprehensive Plan for the City of Norcross allowed for high-density residential development within the Town Center Character Area. This designation aligned with the City's vision for a vibrant, mixed-use, and walkable town center, fostering residential density that supports local businesses and creates a thriving, activated core.

However, with the adoption of the 2045 Comprehensive Plan in 2024, high-density residential was removed from the permitted uses within the Town Center Character Area. This significant policy shift was made without any public discussion or deliberation by the City Council specific to this change, and more importantly, without any notice to the Applicant or the affected property owners.

The exclusion of high-density residential directly impacts the Applicant's ability to pursue responsible development that would complement and enhance the Town Center, in alignment with prior planning efforts and best practices for successful downtown revitalization. Given that the change was made administratively and without substantive public dialogue or consideration of the impacts on individual properties, the Applicant respectfully requests the opportunity to formally present a proposal to amend the character area to reinstate high-density multi-family residential as an allowable use.

The Applicant's proposed project, shown in the attached Exhibit "A," consists of a multi-family residential development on an assemblage of land fronting Buford Highway and bounded by Carlyle Street, Magnolia Street, and Holcomb Bridge Road. The project would be made up of approximately 250 residential units, made up of a mix of townhome residential units, and one- and two-bedroom multi-family units. Ample parking would be provided by a structured parking deck to support the new residential and commercial uses. This project would provide needed housing options, as well as additional commercial spaces along Holcomb Bridge Drive and further advance the City's goals for a vibrant, connected, and economically thriving Town Center.

The Applicant recognizes that this request is being submitted outside of the normal application cycle for changes to a character area. Due to the importance of the property, the significant punitive harm to the Applicant and the property owner, and the fact that the properties were acquired with the expectation that high-density residential uses would be permitted under the 2040 Comprehensive Plan, we respectfully request that the Mayor and Council allow for an out-of-cycle review and consideration of this request. The Applicant and property owner relied on the 2040 Comprehensive Plan in good faith when assembling these properties, and the sudden and unpublicized removal of high-density residential represents an unforeseen and unjust hardship.

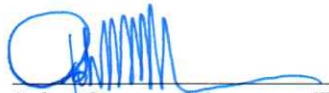
We believe that restoring this designation would not only be consistent with the City's long-standing vision for the Norcross Town Center but would also enhance housing diversity, support economic development, and promote a vibrant, walkable community.

We appreciate your attention to this request and your consideration of this important

matter. We look forward to working collaboratively with the City to find a path forward that supports smart growth, the interests of property owners, and the long-term success of Norcross' Town Center.

Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "John George Mansour", with a stylized flourish extending to the right.

John George Mansour, Esq.
Attorney of Applicant



MAGNOLIA
GROVE
CITY OF NORCROSS

CONCEPTUAL DRAWINGS

DRAWING INDEX

SK-11.0	COVER SHEET
SK-11.1	SITE PLAN
SK-11.2	FLOOR PLAN - LEVEL ONE
SK-11.3	FLOOR PLAN - LEVEL TWO
SK-11.4	FLOOR PLAN - LEVEL THREE
SK-11.5	FLOOR PLAN - LEVEL FOUR
SK-11.6	FLOOR PLAN - LEVEL FIVE
SK-11.7	FLOOR PLAN - LEVEL SIX
SK-11.8	EXTERIOR ELEVATIONS
SK-11.9	EXTERIOR ELEVATIONS
SK-11.10	UNIT PROTOTYPE PLANS
SK-11.11	UNIT PROTOTYPE PLANS
SK-11.12	UNIT PROTOTYPE PLANS
SK-11.13	CONCEPTUAL RENDERINGS
SK-11.14	CONCEPTUAL RENDERINGS

308,576 (5,801 SF) = 302,775 GSF
PENETRATIONS

212,035 RSF - LIVING UNITS
4,127 RSF - RETAIL UNITS
5,216 RSF - STORAGE UNITS

UNIT TYPE	LEVEL ONE	LEVEL TWO	LEVEL THREE	LEVEL FOUR	LEVEL FIVE	LEVEL SIX	TOTAL UNITS	SF/ UNIT	TOTAL SF
EFF-A		1					1	622	622
EFF-B		1					1	578	578
EFF-C			1	1	1	1	4	630	2,520
1 BR INLINE	5	7	14	16	16	16	74	800	59,200
1 BR CORNER - A	3	10	10	10	10	10	53	767	40,651
1 BR CORNER - B	2	2	2	2	2	2	12	808	9,696
1 BR MINI		1	1	1	1	1	5	680	3,400
2 BR INLINE	6	7	12	13	13	13	64	1,100	70,400
2BR CORNER LUX - A		1	1	1	1	1	5	1,558	7,790
2BR CORNER LUX - B		2	2	2	2	2	10	1,227	12,270
2BR CORNER - C			1	1	1	1	4	1,226	4,908
GRAND TOTAL	16	32	44	47	47	47	233	910.02	212,035
RETAIL	1,227 + 1,450 + 1,450						3		4,127



MAGNOLIA
GROVE
CITY OF NORCROSS

INTERSECTION
OF
BUFORD HIGHWAY & HOLCOMB BRIDGE ROAD

SK-11.0
LATEST REVISION
OCTOBER 15, 2024

CARLYLE STREET INVESTMENTS, LLC, LLC

PROJECT DATA

PROPOSED rental RESIDENTIAL:
233 UNITS
144 - 1 BEDROOM
83 - 2 BEDROOM
6 - EFFICIENCY

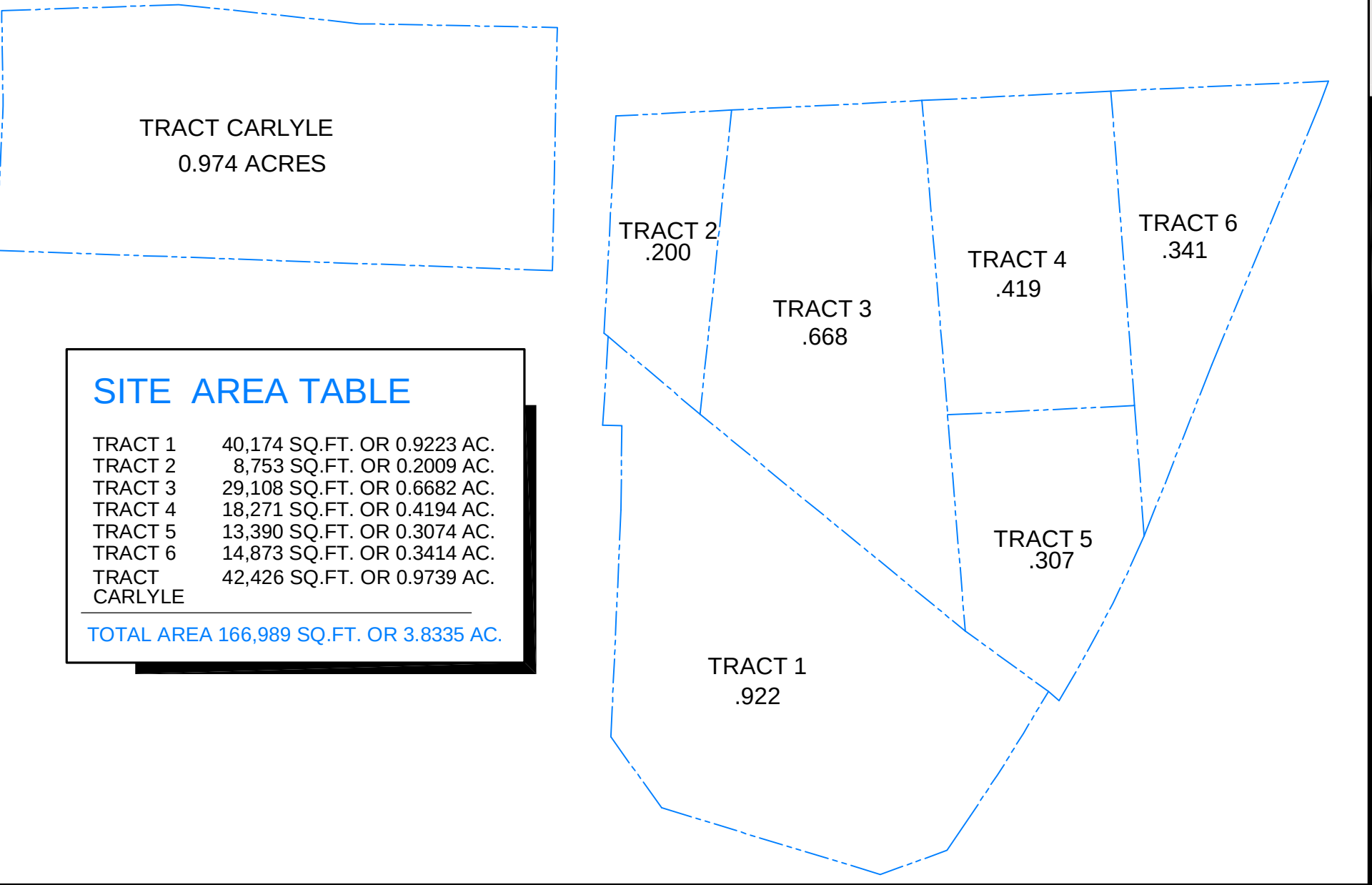
GROSS AREA: 302,775 SF
6 STORY - WOOD FRAMED
TYPE IIIA OVER CONC. PODIUM

PROPOSED TOWNHOMES:
14 UNITS - 3 BEDROOM
total unit area: 2,410 SF
living area : 1,970 SF
garage area: 420 SF
balcony area: 100 SF min.

RETAIL - 3 UNITS
APROX. 4,127 SF

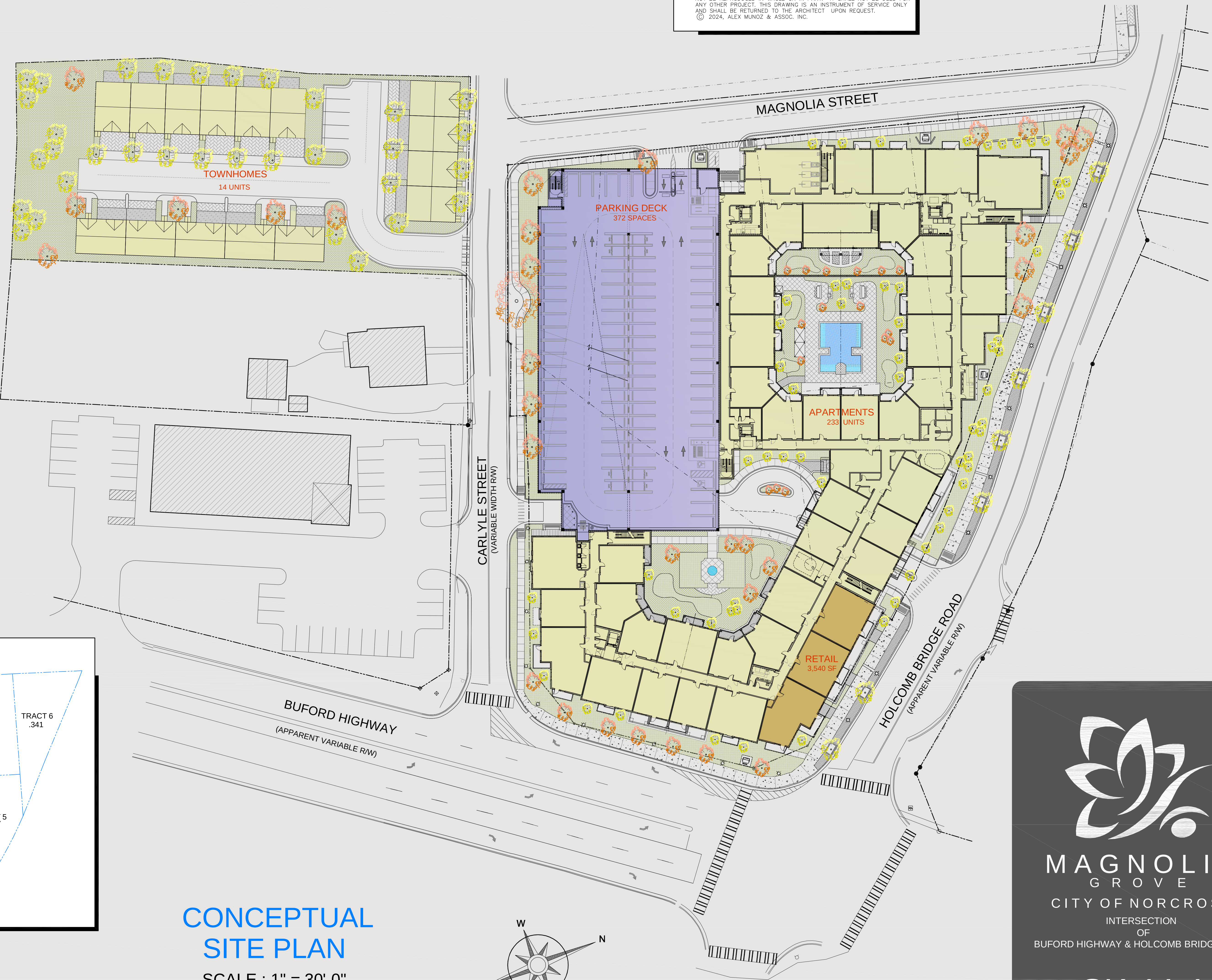
PARKING REQUIRED:
233 UNITS X 1.5 = 350 SPACES
4,127 SF RETAIL (1/200 SF) = 20 SPACES
370 SPACES
TOWNHOME PARKING IS INSIDE OF LOT

PARKING PROVIDED
SURFACE (Townhome VISITOR) = 05 SPACES
PARKING DECK (residential) = 372 SPACES
377 SPACES

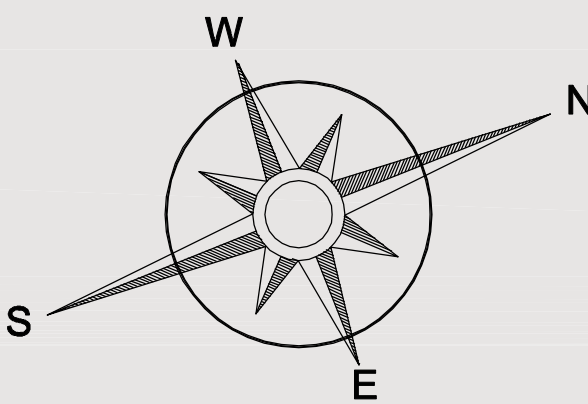
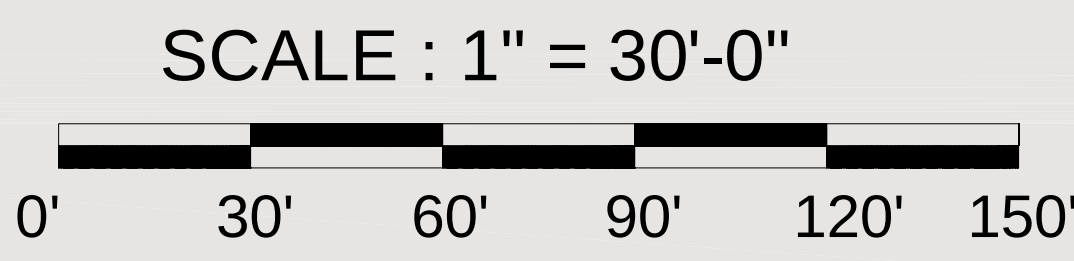


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CONCEPTUAL
SITE PLAN



MAGNOLIA
GROVE
CITY OF NORCROSS
INTERSECTION
OF
BUFORD HIGHWAY & HOLCOMB BRIDGE ROAD

SK-11.1
LATEST REVISION
OCTOBER 15, 2024

CARLYLE STREET INVESTMENTS,LLC, LLC

CHARACTER AREA 7

TOWN CENTER



Vision

The civic heart of the community, the Town Center offers a wide variety of entertainment, dining, recreational and shopping options. Through redevelopment and public investment, the Town Center character is a destination for the Greater Norcross community:

- Expanded Town Center Area encompasses the Norcross Town Center Plan and the area immediately south of Lillian Webb Park along Buford Highway
- A compatible blend of historic and modern buildings create an economically and environmentally sustainable place to live, work, and visit
- Buford Highway is a vibrant walkable corridor
- From Town Center LCI: “a compelling destination” that “embraces its history while providing a forward-thinking, socially engaging, inclusive, economically and environmentally sustainable place to live, work and visit.”

Appropriate Scale of development and land use policies

- Building height should be limited to 72 feet along Buford Highway
- Maintain historic character of the downtown with building height limited to 24 feet within 250' of the centerline of the railroad

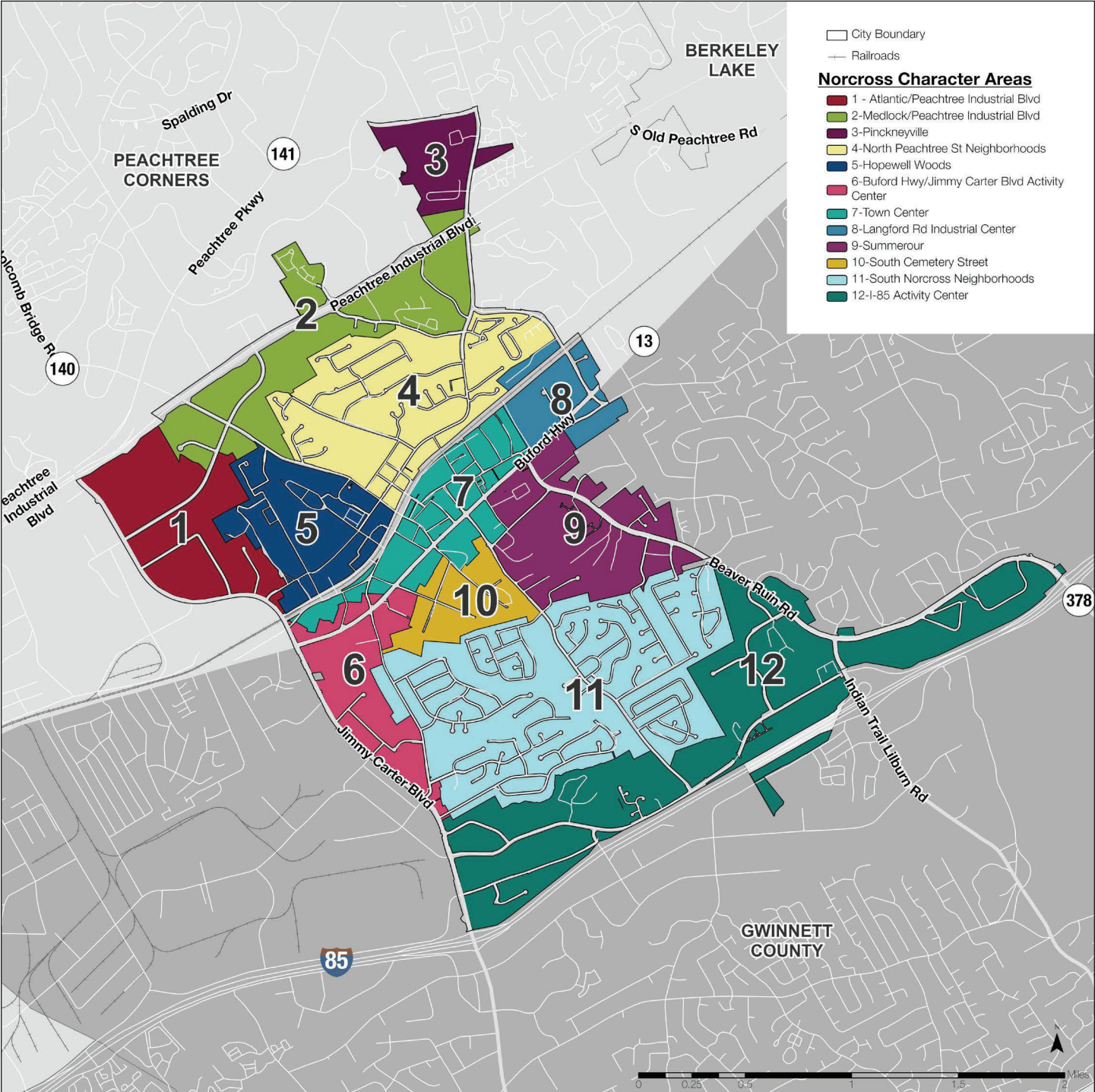
- Commercial uses are encouraged to be local restaurants, small boutique gift shops, and entertainment-oriented uses such as brewpubs
- Planned residential communities offering a variety of housing options
- No new auto-oriented commercial

Implementation Measures

- Create better pedestrian connections across Buford Highway
- Continue to assess need for structured parking
- Implement safe, east-west pedestrian and cyclist connections across Buford Highway
- Continue to program downtown events to support families, children, working professionals, and seniors
- Attract additional commercial uses to the Downtown district
- Pursue targeted redevelopment sites identified in the Downtown Norcross Redevelopment Plan Tax Allocation District #1 – City Center East report



Figure 2.1. Future Development Map



Note

Future annexations will maintain the same character area policies and designations as those adopted by Gwinnett County for a period of at least one year following the effective date of the annexation. After which point, City Council may consider changes.

LAND USES BY CHARACTER AREA

The following chart indicates the land uses within each character area.

Table 2.1 Land Uses by Character Area

GENERALIZED USES	1 - Atlantic-PIB (p.16)	2 - Medlock-PIB (p. 18)	3 - Pinckneyville (p. 20)	4 - N Peachtree St Nbhds (p.22)	5 - Hopewell Woods (p.24)	6 - Buford Hwy/JCB (p.26)	7 - Town Center (p.28)	8 - Langford Rd Ind. Ctr. (p.30)	9 - Summerour (p. 31)	10 - S Cemetery St. (p.32)	11 - S Norcross Nbhds (p. 34)	12 - I-85 Activity Ctr. (p.36)
Low Density Residential			■	■	■		■		■		■	
Medium Density Residential		■	■		■	■	■	■	■		■	
High Density Residential	■					■			■		■	■
Planned residential community (mixed housing types allowed)	■		■		■		■		■		■	■
Skilled Nursing Facilities (no rehab)	■	■	■	■	■	■	■		■		■	■
Neighborhood level commercial, studio or office (<5,000 sf)	■	■	■		■		■	■	■		■	
Community level commercial or office (< 50,000 sf)	■	■				■	■	■				■
Regional level commercial or office (>50,000 sf)	■	■				■						■
Heavy commercial (auto related, outdoor storage)								■		■		■
Entertainment related commercial	■	■				■	■					■
Mixed-use (vertical)	■	■	■		■	■	■		■			■
Light industrial and warehousing	■	■				■		■		■		■
Heavy industrial												■
Places of assembly	■	■	■	■	■	■	■	■	■	■	■	■
Transportation, Communication, Utilities	■	■	■	■	■	■	■	■	■	■	■	■
Parks and Recreation	■	■	■	■	■	■	■	■	■	■	■	■

Land Use Definitions

Low Density Residential - land used for single family housing and customary accessory structures on individual parcels up to and including 4 dwelling units per acre.

Medium Density Residential - land occupied by residential uses and customary accessory uses at a density up to and including 12 dwelling units per acre.

High Density Residential - land occupied by residential uses and customary accessory uses at a density over 12 units per acre.

Planned residential community (mixed housing types allowed) – a residential development whose essential features are a definable boundary, and a consistent, but not necessarily uniform character. Such developments may include a variety of housing types and typically share common recreational amenities, and private covenants, conditions, and restrictions enforced by a homeowners' association.

Skilled Nursing Facilities (excluding rehabilitation services) - a facility consisting of three or more rooms, the occupancy of which is limited to persons that need assistance with daily activities. The facility may include medical facilities or care.

Neighborhood level commercial, studio or office (<5,000 sf) - Neighborhood focal points with a concentration of small commercial, civic, and public activities. Uses within Neighborhood level commercial, studio, or office are intended to be local-serving.

Community level commercial or office (< 50,000 sf) - Business oriented developments containing a mix of commercial, professional, civic, or public uses designed to accommodate commercial uses serving several adjacent neighborhoods. Individual structures are less than 50,000 sf

Regional level commercial or office (>50,000 sf) - Business oriented development containing a mix of mid to high rise commercial, professional, civic and public uses accommodating the needs of the community and surrounding region.

Heavy commercial (auto related, outdoor storage) - Auto and truck repair shops, auto sales, and other auto related uses that include outdoor storage.

Entertainment related commercial - Downtown restaurants, brewpubs, small specialty commercial, professional office, civic and public uses. Central gathering places for the community.

Mixed-use (vertical) - A mixed-use, live/work/play district that provides a venue for gatherings, events, and civic activities.

Light industrial and warehousing - Clean, light industrial uses that have minimal impact on nearby residential use are encouraged, as well as transportation/ warehousing/ distribution uses carefully planned to avoid freight traffic impacts on residential areas.

Heavy industrial - Traditional manufacturing, junkyards, intense industrial uses that may generate adverse effects not compatible with residential areas.

Places of assembly - meeting places at which the public or membership groups are assembled regularly, including but not limited to schools, places of worship, theaters, auditoriums, funeral homes, and stadiums.

Transportation, Communication, Utilities - Power Stations, Airports, Public Utility Facilities, communication towers (if located on their own parcel)

Parks and Recreation - Public parks, and private recreation areas held in common ownership, as well as conservations areas legally protected from future land disturbance.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7264	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Surplus Vehicles		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Surplus Vehicles](#)
2. [Surplus Vehicles Memo from NPD Fleet Manager](#)
3. [Surplus Vehicle Memo from Public Works Director](#)

Title
Surplus Vehicles

Drafter
Bill Grogan

Motion
A motion to Approve/Deny the surplus of five (5) vehicles.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7264

Title: Surplus Vehicles

CC: Eric Johnson, City Manager

Recommendation

Approve the surplus of five (5) vehicles.

Background

The Norcross Police Department has four (4) police patrol vehicles that are no longer in service, having reached end of life in our replacement schedule tracking system. In addition, the City of Norcross Public Works Department has one (1) vehicle that is no longer in service, having reached end of life and is no longer in service due to the high cost of repairs and vehicle conditions.

Financial Impact:

None

Consistent with Comprehensive Plan?

Yes, goals 2 and 6 are specific to providing a safe environment and a high level of quality services for the city.

Attachments

Surplus Vehicle Memo from NPD Fleet Manager
 Surplus Vehicle Memo from Public Works Director

Next Steps

Council approval / Vote

Update

N/A



NORCROSS POLICE DEPARTMENT

BILL GROGAN, CHIEF OF POLICE

TO: Captain Robert Braud

FROM: Amanda Klopfer, Fleet Manager

DATE: February 4, 2025

SUBJECT: Request to Surplus Vehicles

The following 4 vehicles are the property of the City of Norcross Police Department and have reached end of fleet life and are no longer in service due to high cost of repairs, high mileage, and/or vehicle conditions. I would like to request to surplus them.

1. **2016 Dodge Ram 1500.** Unit 934, VIN:1C6RR7FT8GS320454 Mileage: 116,987
Maintenance: starts and runs when jumped, high mileage
2. **2015 Dodge Ram.** Unit 968, VIN:1C6RR7FT2FS659354 Mileage: 96,113
Maintenance: starts and runs when jumped, AC not working, high mileage
3. **2015 Dodge Ram.** Unit 959, VIN:1C6RR7FT4FS554959 Mileage: 112,500
Maintenance: Engine camshaft worn out, causing erratic valve lift & misfires. As a consequence, poor combustion & valve train tapping noises. High mileage
4. **2012 Dodge Caravan.** Unit CSI, VIN: 2C4RDGBG1CR268936 Mileage: 93,597
Maintenance: Transmission needs to be replaced as well as left and right tie rods.



NORCROSS PUBLIC WORKS DEPARTMENT
LEN HOUSLEY, DIRECTOR

TO: Eric Johnson, City Manager

FROM: Len Housley, Public Works Director

DATE: March 5, 2025

SUBJECT: Request to Surplus Vehicle

1. The vehicle listed is real property of the City of Norcross Public Works Department and has reached end of fleet life and is no longer in service due to high cost of repairs and vehicle conditions.

2. Request to surplus: 2011 Ford F450, Unit PW19, VIN: 1FDOW4GY5BEA59614, Date acquired 7/212010, Mileage 38,700

Justification: The vehicle will be 15 years old in service on 2 July 2025. The vehicle requires extensive engine work, most likely a complete rebuild, or new motor. During the FY2025 budget submission, M&C approved a Vehicle CIP replacement up to \$95,000.

Attachment: Surplus Vehicle Memo from Public Works Director (25-7264 : Surplus Vehicles)



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7265	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Switchgear for Public Safety Building		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Switchgear for Public Safety Building - Updated](#)
2. [Reeves Young's contract change order with supporting documentation and three \(3\) vendor bids](#)
3. [Contract Amendment for Early Release of Switchgear Purchase](#)

Title

Switchgear for Public Safety Building

Drafter

Bill Grogan

Motion

A motion to Approve/Deny Reeves Young to purchase the public safety building's electrical switchgear as early release work, ahead of an agreed upon Guaranteed Maximum Price (GMP) for the construction of the public safety building.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7265

Title: Switchgear for Public Safety Building

CC: Eric Johnson, City Manager

Recommendation

Approve Reeves Young to purchase the public safety building's electrical switchgear as early release work, ahead of an agreed upon Guaranteed Maximum Price (GMP) for the construction of the public safety building.

Background

Due to supply chain issues and demand, receiving this equipment from the date of order can take upwards of 60+ weeks. Since this equipment is essential to energizing the building, delays in its delivery can push back the entire construction timeline, delaying occupancy. Early procurement will alleviate delays to the schedule on the back end.

Because this is being purchased in advance of the GMP, we are presenting it for approval early/separately as early release work. The costs will be included as part of the GMP presented to you next month.

(The switchgear is a critical component of a building's electrical distribution system. It consists of disconnect switches, fuses, circuit breakers, and other devices to distribute the electrical load throughout the building.)

Financial Impact:

\$163,219.00 – Special Investigations Fund budget

Consistent with Comprehensive Plan?

Yes, goals 2 and 6 are specific to providing a safe environment and a high level of quality services for the city.

Attachments

- 1) Reeves Young's contract change order with supporting documentation and three (3) vendor bids.
- 2) Contract amendment for early release of switchgear purchase.

Next Steps

Council approval / Vote

Update

The contract amendment for early release of switchgear purchase has been included as an attachment to this agenda item. Legal has reviewed it.

CCO2 – Switchgear Early Release Package

City of Norcross Public Safety Building

6025 Buford highway
Norcross, GA 30071
March 10, 2025



INDEX

- 01 Cost Estimate
- 02 EXHIBIT A – Qualifications
- 03 EXHIBIT B – Scope Checklist

1

CCO2 – Switchgear Early Release Package
Cost Estimate
March 10, 2025

City of Norcross Public Safety Building



Norcross Public Safety Building - CCO2
REV01

2025-03-10
Total Building Area (GSF): 41,031



DESCRIPTION		\$/GSF	TOTAL
01 - GENERAL CONDITIONS		\$0.08	\$3,332
26 - ELECTRICAL		\$3.66	\$150,000
Direct Cost Subtotal		\$3.74	\$153,332
Builders Risk Insurance - Non-Combustible New Construction	0.095%	\$0.00	\$155
General Liability Insurance	0.80%	\$0.03	\$1,306
Payment & Performance Bond	0.70%	\$0.03	\$1,143
Construction Contingency	2.00%	\$0.07	\$3,067
Reeves Young Fee	2.75%	\$0.10	\$4,217
Indirect Cost Subtotal		\$0.24	\$9,887
ESTIMATE TOTAL		\$3.98	\$163,219

Attachment: Reeves Young's contract change order with supporting documentation and three (3) vendor bids (25-7265 : Switchgear for Public



2025-03-10

Total Building Area (GSF): 41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
01 - GENERAL CONDITIONS			
010000 - General Conditions			
Construction General Conditions - Construction Salary - Project Manager	34.00	hr	\$98.00
<i>PM time for submittals and contract admin</i>			\$3,332
Subtotal - 010000 - General Conditions			\$3,332
Subtotal - 01 - GENERAL REQUIREMENTS			\$3,332
26 - ELECTRICAL			
260000 - Electrical			
Electrical Scope	1.00	Isum	\$150,000.00
<i>Submittals and material for early release of the building gear</i>			\$150,000
Subtotal - 260000 - Electrical			\$150,000
Subtotal - 26 - ELECTRICAL			\$150,000

Attachment: Reeves Young's contract change order with supporting documentation and three (3) vendor bids (25-7265 : Switchgear for Public

2

CCO2 – Switchgear Early Release Package
EXHIBIT A – Qualifications
March 10, 2025

City of Norcross Public
Safety Building





QUALIFICATIONS & EXCLUSIONS

NORCROSS PUBLIC SAFETY BUILDING – CCO#2

DIVISION 1 - GENERAL REQUIREMENTS

Qualifications:

1. The cost included in this component change order covers the early release of material procurement for the building's 1600A switchboard only. All other components will be captured within the final building GMP.
2. Unless otherwise noted herein, the scope of the work corresponding to this pricing is consistent with the documents as prepared by CROFT & Associates. Outlined herein are the changes and/or clarifications to the scope of work required by these contract documents which are a result of negotiations, clarifications, and design review responses and shall supersede all previous documentation.
3. Cost breakouts are included for accounting purposes only and are not stand-alone prices.
4. The Contract Agreement between Reeves Young (RY) and the Owner shall supersede and prevail for any conflicts between the contract documents and the Construction Agreement that are not addressed in this pricing.
5. Electronic Documents will be provided to RY at no cost.
6. Scheduling shall be compiled and issued in a standard CPM format using Microsoft Project.
7. Cost is included for Builders Risk Insurance.
8. Cost is included for General Liability Insurance.
9. Cost is included for a Payment and Performance Bond.

Exclusions:

1. Cost loaded schedule
2. Davis-Bacon wage rates
3. Engineering design fees and costs
4. Owner Protective Insurance Policy
5. Workmanship Warranty over one (1) year
6. Owner Contingency
7. Escalation Contingency
8. Subcontractor payment and performance bonds

DIVISION 26 - ELECTRICAL

Qualifications:

1. Cost is included for the 1600A switchboard as manufactured by Square D (Schneider Electric) or Eaton.

Exclusions:

1. None at this time.

3

CCO2 – Switchgear Early Release Package
EXHIBIT B – Scope Checklist
March 10, 2025

City of Norcross Public
Safety Building



Project: **Norcross Public Safety Building - GMP**
 Scope: **Electrical**
 Estimator: **AS**
 Revision: **REV00**

J&I Cordon

Anthony Merida
 770-696-9786
anthony@cordonelectric.com

\$150,000.00
\$0.00
\$0.00
\$150,000.00

ES&C of GA

Jonathan Levy
 305-527-85862
jonathan@escofga.com

\$151,150.00
\$0.00
\$0.00
\$151,150.00

Dean Electric

Andy Garner
 404-799-1234
agarner@deanelectricco.com

\$153,708.50
\$0.00
\$0.00
\$153,709.00

LINE	Q/E			AMOUNT			AMOUNT			AMOUNT	
1		BASE BID		\$ 150,000.00			\$ 151,150.00			\$ 153,708.50	
2		Bid includes all cost for a turnkey scope including labor, materials, equipment, supervision, management and insurance. This scope checklist is a guideline of items to be included in your proposal. You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope.	✓			✓			✓		
3		Bid is in strict accordance with the following plans (including all notes pursuant to your scope):	✓			✓			✓		
4		- Pricing Set Documents as prepared by Croft & Associates dated 01/10/2025	✓			✓			✓		
5		- Specifications as prepared by Croft & Associates dated 01/10/2025	✓			✓			✓		
6		Bid is in strict accordance with ALL project specifications especially the specific sections listed below:	✓			✓			✓		
10		- 260000 - Electrical	✓			✓			✓		
19		GENERAL REQUIREMENTS									
25		Cost is included for ALL Sales Tax - 6%	✓			✓			✓		
26		Long Lead Items	✓	52 Weeks		✓	60 Weeks		✓	52 Weeks	
32		Bid in Accordance with Applicable Codes and Standards	✓			✓			✓		
37		SCOPE OF WORK									
38		Order Complete 1600A MDP	✓			✓			✓		
39		All required submittals	✓			✓			✓		
130											
131		Payment & Performance Bond	✕	N/A		✕	N/A		✕	N/A	

Attachment: Reeves Young's contract change order with supporting documentation and three (3) vendor

ESTIMATE

J & I Cordon Electric, LLC
 2996 Lawrenceville Hwy
 Lawrenceville, Georgia 30044

quickbooks@cordonelectric.com
 +1 (770) 682-1706
 www.cordonelectric.com

**Bill to**

REEVES YOUNG
 45 Peachtree Industrial Boulevard
 Sugar Hill, GA 30518
 United States

Ship to

Norcross Public Safety Building
 6025 Buford Highway,
 Norcross, GA 30071,
 United States of America

Estimate details

Estimate no.: 24810
 Estimate date: 03/05/2025

Description	Qty	Rate	Amount
Gear Breakout	1	\$145,000.00	\$145,000.00
Gear..... • SquareD Switchgear (1) 1600A Pow-R-Line Xpert Switchboard, 480Y/277V, 3-Phase, 4-Wire, 65kA Interrupt Rating, with 1600A Main Breaker (PXR20 LSIG Trip Unit, ARMS, (5) 3/0-750 kcmil). All other gear as per pg. E-501.			
• Gear Submittals	1	\$5,000.00	\$5,000.00
Total			\$150,000.00

Accepted date

Accepted by

Attachment: Reeves Young's contract change order with supporting documentation and three (3) vendor bids (25-7265 : Switchgear for Public

ESTIMATE

ES&C of GA, Inc.
 1861 Trinity Creek Drive
 Dacula, GA 30019

Jonathan@escofga.com
 +1 (305) 527-8862

Bill to
 Reeves Young
 45 Peachtree Industrial Blvd,
 Sugar Hill, GA 30518,
 United States of America

Estimate details
 Estimate : Norcross Public Safety
 Estimate no.: 1106-R
 Estimate date: 03/05/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Norcross Public Safety	1	\$151,150.00	\$151,150.00
		Breakout for Gear:			
		SWBD Lead Time = 60 Weeks			
		PRL1 Lead Time = 24 Weeks			

Total \$151,150.00

Note to customer

We appreciate your business and look forward to being you preferred Electrical Contractor.

Accepted date Accepted by

Attachment: Reeves Young's contract change order with supporting documentation and three (3) vendor bids (25-7265 : Switchgear for Public



Dean Electric Company, Inc.

Page 1

March 05, 2025

Adam Scott
Reeves Young
45 Peachtree Industrial Pkwy
Sugar Hill, GA

RE Norcross Public Safety
"Early Release" Proposal

Adam,

Thank you for the opportunity to provide you with a proposal for project referenced above. Please see below for clarifications, inclusions, exclusions and qualifications.

Base Proposal \$153,708.50

1. Distribution Equipment \$153,708.50

Specifically Included

- All applicable sales tax
- Purchase of Equipment as indicated
- Submittals and Shop Drawings

Specifically Excluded

- Bond Premium, add 1% if required
- Infrastructure installation
- Installation of Equipment

Please let me know if you have any questions concerning our inclusion, exclusions or clarifications.

Cordially,

Andy Garner Sr.
Dean Electric Company, Inc.
agarner@deanelectricco.com



AIA Document G735™ – 2021

Authorization to Proceed with Early Release Work

THIS AUTHORIZATION TO PROCEED WITH EARLY RELEASE WORK (the "Authorization") dated the 19th day of March in the year 2025, is incorporated into

- [X] AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of June in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)
- [] AIA Document A134™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of Norcross Public Safety Building
6025 Buford Highway
Norcross, Georgia 30071

THE OWNER:
(Name, legal status, and address)

City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, Georgia 30514

The Owner and Construction Manager agree that the Construction Manager shall perform the Early Release Work described below. The Early Release Work covered by this Authorization shall be included in the Construction Manager's Guaranteed Maximum Price or Control Estimate, as applicable. This Authorization commences the Construction Phase only for the Early Release Work.

§ 1 Early Release Work:

- .1 Scope of the Early Release Work:
(Describe the scope of the Early Release Work below or attach a description of the scope of the Early Release Work to this Authorization.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1396786009)

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025

- .2** Specifications applicable to the Early Release Work:
(Either list the Specifications here, or refer to an exhibit attached to this Authorization.)

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025
(Table deleted)

- .3** Drawings applicable to the Early Release Work:
(Either list the Drawings here, or refer to an exhibit attached to this Authorization.)

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025
(Table deleted)

- .4** Other documents applicable to the Early Release Work:
(List here any additional documents that are applicable to the Early Release Work.)

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025

§ 2 Schedule for the Early Release Work:

(Describe any schedule requirements for the Early Release Work, including the date of commencement, interim milestone dates, and time for completion.)

Switchgear procurement to begin immediately upon execution of this early release package

§ 3 Compensation for the Early Release Work:

Compensation shall be paid for the Early Release Work as provided in the Agreement, unless otherwise indicated below:

(If the method for compensation for the Early Release Work differs from what is set forth in the Agreement, identify the compensation for the Early Release Work or describe how the compensation will be calculated for the Early Release Work, including any limitations on the price.)

The total amount of the Switchgear Early Release Package is \$163,238 including Cost of Work, General Conditions and Fee.. See Attachment 1 for further details.

§ 4 Payments for the Early Release Work:

Payments shall be in accordance with the Agreement, unless otherwise indicated below:

(Indicate all payment terms that differ from those set forth in the Agreement, such as the period covered by each Application for Payment or the date upon which each Application for Payment is due.)

N/A

§ 5 Retainage on the Early Release Work:

Retainage shall be withheld in accordance with the Agreement, unless otherwise indicated below:

(Insert all retainage terms that differ from those set forth in the Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)

N/A

§ 6 Insurance and Bonds Required for the Early Release Work:

§ 6.1 The Owner and Construction Manager shall purchase and maintain insurance for the Early Release Work as set forth in the Agreement, unless otherwise indicated below:

(Identify any insurance requirements that differ from those stated in the Agreement, such as coverages types, coverage limits, durations for professional liability or other coverages, and other terms and conditions.)

N/A

Init.

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User Notes:

(1396786009)

§ 6.2 Other Insurance:

In addition to the insurance requirements in the Agreement, the Construction Manager and/or Owner shall carry the following types of insurance:

(List below any other insurance coverage to be purchased and maintained by the Construction Manager or Owner for the Early Release Work, not otherwise required by the Agreement, such as pollution insurance, etc.)

N/A

§ 6.3 The Construction Manager shall provide bonds for the Early Release Work, in accordance with the requirements of the Agreement, unless otherwise indicated below:

(Identify any bond requirements that differ from those stated in the Agreement, such as any difference in the penal sum of the bonds.)

N/A

§ 7 Other Terms and Conditions for the Early Release Work:

All terms and conditions of the Agreement shall apply to the Early Release Work unless otherwise indicated below.

(Describe any terms and conditions related to the Early Release Work that differ from the terms and conditions of the Agreement.)

N/A

This Authorization is entered into as of the day and year first above written.

OWNER (Signature)

Craig L. Newton Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Mike Iezzi Business Unit Leader
(Printed name and title)

Init.

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User Notes:

(1396786009)

Additions and Deletions Report for AIA® Document G735™ – 2021

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:41:40 ET on 03/19/2025.

PAGE 1

THIS AUTHORIZATION TO PROCEED WITH EARLY RELEASE WORK (the "Authorization") dated the 19th day of March in the year 2025, is incorporated into

[X] AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of June in the year 2024 (the "Agreement")

...

City of Norcross Public Safety Building
6025 Buford Highway
Norcross, Georgia 30071

...

City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

...

(Name, legal status, and address)

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, Georgia 30514

PAGE 2

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025

...

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025

Section	Title	Date	Pages
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...

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025

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User Notes:

(1396786009)

Attachment: Contract Amendment for Early Release of Switchgear Purchase (25-7265 : Switchgear for Public Safety Building)

Number**Title****Date**

...

See Attachment 1 – CCO2 Switchgear Early Release Package dated March 10, 2025

...

Switchgear procurement to begin immediately upon execution of this early release package

...

The total amount of the Switchgear Early Release Package is \$163,238 including Cost of Work, General Conditions and Fee.. See Attachment 1 for further details.

...

N/A

...

N/A

...

N/A
PAGE 3

N/A

...

N/A

...

N/A

...

Craig L Newton Mayor

Mike Iezzi Business Unit Leader

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:41:40 ET on 03/19/2025 under Order No. 4104248375 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document G735™ – 2021, Authorization to Proceed with Early Release Work, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(1396786009)

Attachment: Contract Amendment for Early Release of Switchgear Purchase (25-7265 : Switchgear for Public Safety Building)



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7266	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	LED Street Lights Policy		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - LED Street Light Policy](#)
2. [Streetlight Guideline Additions](#)
3. [Green Communities Measure](#)
4. [Draft LED Street Lights Policy](#)
5. [Photo Example of HID vs LED Street Light Lamps](#)

Title
LED Street Lights Policy

Drafter
Jalia Killings

Motion
A motion to Approve/Deny the adoption of a policy that requires the installation and/or retrofit with Dark Sky-compliant light-emitting diode (LED) lamps in street lights.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Jalia Killings, Planner-GIS/Sustainability

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7266

Title: LED Street Light Policy

CC: Eric Johnson, City Manager

Recommendation

To adopt a policy that requires the installation and/or replacement with Dark Sky-compliant light-emitting diode (LED) lamps in street lights.

Background

The City of Norcross has the opportunity to receive credit (5 points) under Measure 10: Government LED Street Lights for its Green Communities Renewal in May 2025. Currently, Norcross Power, already has installs LED fixtures in new fixtures, and replaces failed HID fixtures with LEDs. To date, Norcross Power has replaced approximately 250 HID light fixtures with LED light fixtures.

Financial Impact

There is no additional financial cost by adopting this policy.

It is estimated, that since making the conversions, the life expectancy of the fixture (offset by the higher cost) benefits up to \$50,000 annually due to less repair & maintenance costs to include staff and equipment.

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

Streetlight Guideline Additions
 Green Communities Measure
 Policy Draft
 Photo Example of HID vs LED Street light lamps

Update

Additionally, staff has attached specific guidelines for the Streetlight Policy with lighting standards (including Kelvin color temperature and luminosity wattage equivalents) for residential and commercial areas.

Streetlight Policy & Guidelines

Guidelines to incorporate with the City of Norcross Residential and Commercial Lighting Policy. Includes Kelvin color temperature and luminosity wattage equivalents.

In addition to the new Streetlight Policy, the following guidelines will be implemented for all future commercial, security, and residential streetlighting installations.

Usage	Residential Streetlighting	Commercial- Private Property Lighting
Commercial Security Lighting (Example: Parking Lots and Car Sales Lots. Light Types: Flood Lights, Spot Lights and Shoe Box Lights)		Customizable dependent on customer needs: 4,000-5,000 Kelvin 400,1,000- or 1,500-Watt Equivalent
Decorative Lighting (Example: Parks & Downtown Acorn Head Lights)	4,000 Kelvin 150-Watt Equivalent	
Travel Roads Streetlights		
- Low Volume Residential Road (Example: Sunset Dr)	4,000 Kelvin 100-Watt Equivalent	
- Medium Volume Road (Example: Holcomb Bridge Rd)	4,000 Kelvin 150-Watt Equivalent	
- Large Volume Intersection (Example: Bufford Hwy & Jimmy Carter Blvd.)	4,000 Kelvin 200-400-Watt Equivalent	

Energy Efficiency

10) Government LED Street Lights

Points: 5

Install or retrofit with Dark Sky-compliant light-emitting diode (LED) lamps in street lights.

DESCRIPTION OF MEASURE

The local government has an established plan to retrofit existing street lights maintained by the local government with LED lamps. At a minimum, 25 percent of the existing street lights in the jurisdiction must have LED lighting when documents are submitted for Green Communities Certification. Additionally, a plan must exist that ensures all street lights maintained by the local government will be retrofitted within four years. If a local government does not own and maintain all of its street lights, the requirements of this measure can be met if the local government can demonstrate that the street lights within the boundaries of its jurisdiction are being retrofitted through a partnership with another entity (Georgia Power, a local co-op, or other).

LEDs must be Dark Sky-compliant and have the appropriate color temperature for the area's use. For example, warm light LEDs between 2700 – 3000 Kelvin in residential areas. LEDs are brighter than older outdoor lighting technologies and thinning, or "delamping," of retrofitted areas should be implemented to control for glare and light pollution. Newly-installed street light structures should be designed and placed to reduce glare and spill-over (or "trespass") onto private property.

DOCUMENTATION REQUIRED FOR CREDIT

- ☐ A copy of the policy to install only LED lamps in street lights with date of adoption
- ☐ Total number of street lights and number of street lights that have already been retrofitted
- ☐ A description of the plan to retrofit existing street lights with LED lamps within 4 years

EXAMPLES OF IMPLEMENTATION

Example #1: The City of Alpharetta Public Works and Finance departments worked with Georgia Power in 2018 to begin conversion of 4,400+ streetlights from high-pressure sodium to high-efficiency LED lights. The city estimated that it would save \$81,200+/year by lowering energy use and maintenance costs.

Example #2: Cobb County and Cobb EMC began a 5-year transition of 60,000 streetlights to LED in 2018. This retrofit project includes the installation of advanced metering infrastructure (AMI) that allows the utility to program lights for emergency situations, monitor real-time energy consumption, and be immediately alerted to outages.

ADDITIONAL INFORMATION

The U.S. Department of Energy released an [Outdoor Lighting Challenges and Solution Pathways](#) report in March 2016. This report not only presents resources, statistics, and case studies, but also highlights Georgia Power's LED streetlights program on page 18. The American Council for an Energy-Efficient Economy's [Local Government-Utility Partnership Strategies](#) provides a section specific to Partnerships for Reducing Energy Use in Public Outdoor Lighting. In addition, the [International Dark-Sky Association](#) provides a basic outdoor lighting guide to help communities reduce unnecessary lighting glare and trespass.

Georgia Power offers a [Governmental LED Roadway Lighting](#) program and contact person to help willing jurisdictions transition to LED street lighting, and [EMC Coweta-Fayette](#) also offers an array of outdoor LED lighting options.

RECERTIFICATION SUBMISSION REQUIREMENTS

Provide documentation demonstrating that the local government has retrofitted all existing street lights in the jurisdiction with LED lighting. If possible, please provide any information the local government has on the energy savings, reduction in greenhouse gas emissions, or other measurable benefits achieved as a result of these retrofits.

City of Norcross

LED Street Light Policy

I. Policy Statement

Any new City of Norcross streetlights installed shall be Light Emitting Diode (LED) fixtures, where applicable. Additionally, as existing City of Norcross High-Intensity Discharge (HID) fixtures street lights fail, Norcross Power will replace those failed fixtures with LED fixtures.

II. Purpose

The City of Norcross is committed to reducing its energy consumption and overall environmental impact. The purpose of this policy is to install energy efficient LED lamps to reduce light pollution, carbon emissions, and energy costs.

IV. Description

LED lamps installed will be Dark Sky-compliant and have the appropriate color temperature for the area's use. Newly-installed street light structures should be designed and placed to reduce glare and spill-over (or "trespass") onto private property.

III. Definitions

Dark Sky-compliant: An outdoor lighting fixture achieves dark sky compliance when it receives the IDA (International Dark-Sky Association) Seal of Approval.

HID lamp: An HID, High-Intensity Discharge, lamp is a type of discharge lamp where the emitted light is produced by the passage of an electric current through a gas concentrated in an arc tube.

LED lamp: An LED, Light Emitting Diode, lamp is a type of solid-state lighting that uses a semiconductor to convert electricity into light

Light Pollution: is the human-made alteration of outdoor light levels from those occurring naturally.

V. Exceptions

Street lights that are not maintained by the City of Norcross are exempt from this policy.

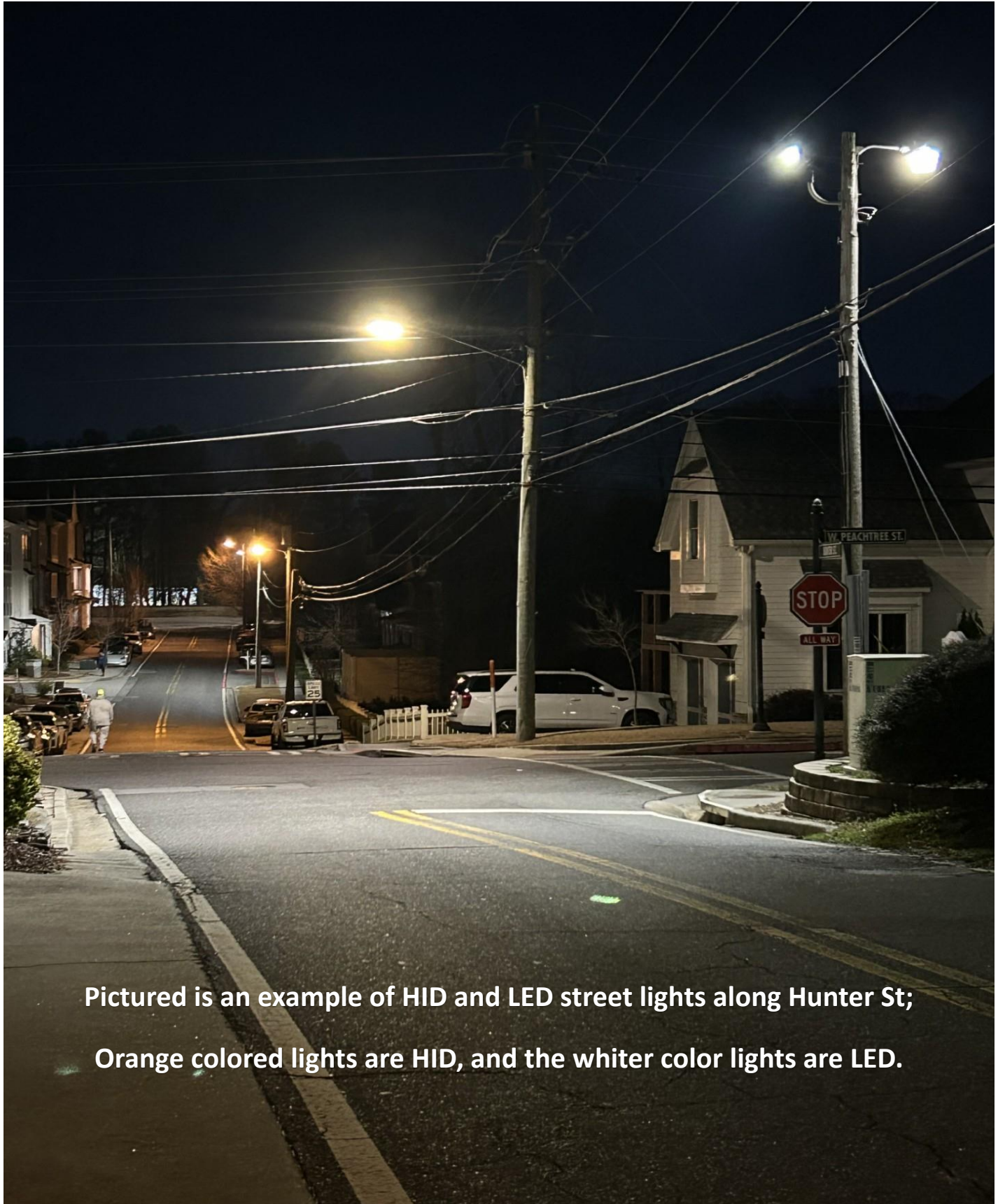
VI. Implementation & Education

Norcross Power & Norcross Public Works Staff will oversee the replacement process and ensure that all street lighting installations comply with the new policy.

The City will communicate the benefits of the policy to staff, residents and business via the City website, newsletters, and electronic messaging.

VII. References

Atlanta Regional Commission, U.S. Department of Energy, Dark Sky International



Pictured is an example of HID and LED street lights along Hunter St;
Orange colored lights are HID, and the whiter color lights are LED.

Attachment: Photo Example of HID vs LED Street Light Lamps (25-7266 : LED Street Lights Policy)



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7267	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Amendments to the FY25 Budget		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Reports - Amendments to the FY25 Budget](#)
2. [Budget Amendment Entries - Update](#)

Title

Amendments to the FY25 Budget

Drafter

Jon Robinson

Motion

A motion to Approve/Deny amendments to the adopted FY25 budget totaling \$7,416,975.



Mayor: Craig Newton • Mayor Pro Tem: Marshall Cheek • Councilmember: Andrew Hixson • Councilmember: Josh Bare
Councilmember: Matt Myers • Councilmember: Bruce Gaynor • City Manager: Eric Johnson • City Clerk: Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7267

Title: Amendments to the FY25 Budget

CC: Eric Johnson, City Manager

Recommendation:

Approve amendments to the adopted FY25 budget totaling \$7,416,975.

Background:

General Fund –

1. Accept and appropriate from GDOT for the resurfacing of Atlantic Blvd
2. Appropriate from Mayor and Council contingency for an unbudgeted Norfolk Southern lease
3. Appropriate an unplanned replacement of IT switches (previously approved by Council)

Special Investigations Fund –

4. Updates the estimate of RedSpeed revenue and the fees associated with operating the system. Eliminates a budgeted contingency line item and debt, by appropriating funds for technical and other professional services associated with the design and project management for the Public Safety Building and appropriates \$6 million in fund balance along with remaining appropriations for initial construction costs associated with the building. One or more additional budget amendments will be brought to the Mayor and Council as part of the future financing for the building.

Financial Impact:

In each case, funds are either being moved to the appropriate account (i.e. to the department that will incur the expenditure/expense) with no change in the overall budget.

Consistent with Comprehensive Plan?

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

Attachments:

Budget Amendment Entry

Finance Department Budget Adjustment Entry

Purpose: To appropriate from Mayor & Council contingency for an unbudgeted Norfolk Southern Lease.

Effective Date: 4/7/2025

Description	Account Number	Increase	Decrease
Public Works, Norfolk Southern Railway	100-5.4100.522310	85,000	
Mayor & Council, Contingencies	100-5.1310.579000		85,000
	Totals	85,000	85,000

This budget amendment increases both a revenue and expenditure account so there is a net zero impact to budget.

Finance Department Budget Adjustment Entry

Purpose:	To accept and appropriate from GDOT for the resurfacing of Atlantic Blvd.
----------	---

Effective Date:	4/7/2025
-----------------	----------

Description	Account Number	Increase	Decrease
Public Works, LMIG	100-5.4100.542374	695,940	
Mayor & Council, Contingencies	100-5.1310.579000		695,940
	Totals	695,940	695,940

This budget amendment increases both a revenue and expenditure account so there is a net zero impact to budget.

Finance Department Budget Adjustment Entry

Purpose:	To appropriate an unplanned replacement of IT switches (previously approved by Council)
----------	---

Effective Date:	4/7/2025
-----------------	----------

Description	Account Number	Increase	Decrease
IT, Small Equipment	100-5.1535.531600	75,000	
Mayor & Council, Contingencies	100-5.1310.579000		75,000
	Totals	75,000	75,000

This budget amendment increases both a revenue and expenditure account so there is a net zero impact to budget.

Finance Department Budget Adjustment Entry

Purpose:	Budget amendments for Special Investigations Fund
----------	---

Effective Date:	4/7/2025
-----------------	----------

Description	Account Number	Increase	Decrease
Special Investigations, Professional Services - Other	210-5.3210.521305	350,000	
Special Investigations, Professional Services - Tech	210-5.3210.521300	170,000	
Special Investigations, Dues and Fees	210-5.3210.523600	960,000	
Special Investigations, Contingencies	210-5.3210.579000		1,541,035
Special Investigations, Debt Services	210-5.3210.581001		1,100,000
Special Investigations, Buildings and Improvements	210-5.3210.541300	6,561,035	
Special Investigations, Red Speed Fines	210-352015		600,000
Special Investigations, Fund Balance	210-134200		4,800,000
	Totals	8,041,035	8,041,035

This budget amendment increases both a revenue and expenditure account so there is a net zero impact to budget.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7269	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Contract Award for HVAC Preventative Maintenance and Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contract Award for HVAC Preventative Maintenance and Services 4.7.25](#)
2. [RFP PW 25-07 Packet](#)
3. [CON Agreement with MaxAir Mechanical, LLC](#)
4. [RFP PW 25-07 Evaluation Summary](#)

Title

Contract Award for HVAC Preventative Maintenance and Services

Drafter

Charlene Marsh

Motion

A motion to Approve/Deny a contract between the City of Norcross and MaxAir Mechanical, LLC for HVAC Preventative Maintenance and Service.



Mayor: Craig Newton • Mayor Pro Tem: Marshall Cheek • Councilmember: Andrew Hixson • Councilmember: Josh Bare
Councilmember: Matt Myers • Councilmember: Bruce Gaynor • City Manager: Eric Johnson • City Clerk: Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Charlene Marsh, Procurement & Capital Projects Manager

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7269

Title: Award of Contract for HVAC Preventative Maintenance and Service

CC: Eric Johnson, City Manager
Len Housley, Public Works Director

Recommendation

Approve contract between the City of Norcross and MaxAir Mechanical, LLC for HVAC Preventative Maintenance and Service.

Background

The City of Norcross currently contracts HVAC preventative maintenance and service with MaxAir Mechanical, LLC. The city's contract with MaxAir initially entered in 2019, has reached its maximum renewal term of 5 years (expiring April 2025). The Department of Public Works issued a Request for Proposals for HVAC Preventative Maintenance and Service for an initial contract term of one year with renewals up to 5 years.

RFP submissions were due on Friday, March 7, 2025, and the City received six responsive proposals. An evaluation committee comprised of City employees met to discuss individual and aggregate scores during the week of March 17, 2025. The committee conducted the evaluation based on the following criteria, as advertised in the RFP document:

- Experience & Qualifications (40 points)
- Method & Approach (25 points)
- References (15 points)

Following the committee's review, weights were allocated to each firm's score based on the sealed cost proposal (maximum of 20 points). Final scores were calculated based on a combination of the composite scores (experience and qualifications, references, and method & approach). MaxAir Mechanical, LLC received the highest total score. A chart detailing the composite and final scores is provided.

Financial Impact

Annual HVAC preventative maintenance costs dependent upon cost proposal of selected contractor.

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

1. Continues to define Norcross' sense of place
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

RFP PW 25-07 Packet
CON Agreement with MaxAir Mechanical, LLC
RFP PW 25-07 Evaluation Summary



City of Norcross
Department of Public Works

REQUEST FOR PROPOSALS
HVAC PREVENTATIVE MAINTENANCE AND
SERVICE
RFP PW 25-07

City of Norcross

Public Works Department

REQUEST FOR PROPOSALS

HVAC PREVENTATIVE MAINTENANCE AND SERVICE

RFP PW 25-07

The City of Norcross is seeking requests for proposals from qualified contractors to furnish all labor, materials, tools, equipment, and insurance needed to provide preventative maintenance, repairs, and emergency services for HVAC systems in designated city-owned/operated facilities.

Services will align with industry standards and best practices and shall comply with all city ordinances, applicable state codes, and the International Mechanical code. The initial contract term is one year with renewal for up to 5 years.

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PW 25-07 HVAC PREVENTATIVE MAINTENANCE AND SERVICE**” on its face and submitted by **11:00 a.m. on Friday, March 7, 2025**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital
Projects Manager

Both printed and electronic copies must contain the same information. Return address must be clearly marked on the outside of the proposal packet.

There will be an optional, highly recommended, pre-proposal meeting on Thursday, February 20, 2025, at 10:00 a.m. at the Norcross City Hall, located at 65 Lawrenceville Street, Norcross GA 30071.

Please submit questions/requests via **e-mail only** to procurement@norcrossga.net by **5:00 p.m. on Friday, February 21, 2025**. Questions and answers will be posted in an addendum on the [City Website](#).

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

No proposal may be withdrawn within thirty (30) days after the proposal deadline. Requests for withdrawals must be submitted in writing. All proposals shall remain firm for 90 days after the submission deadline.

RFP/RFQ CHECKLIST

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

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

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

1. INTRODUCTION

The City of Norcross is seeking requests for proposals from qualified contractors to furnish all labor, materials, tools, equipment, and insurance needed to provide preventative maintenance, repairs, and emergency services for HVAC systems in designated city-owned/operated facilities. Services will align with industry standards and best practices and shall comply with all city ordinances, applicable state codes, and the International Mechanical code. The initial contract term is one year with renewal for up to 5 years at the City's discretion. Services at facilities not included in this proposal (due to acquisition of new facilities or equipment) may be negotiated and added to the contract as a Change Order.

2. SCOPE OF SERVICES

A. PREVENTATIVE MAINTENANCE

Outdoor Unit Inspection

- ☐ Remove debris from around the unit to maximize airflow and efficiency
- ☐ Inspect foundation, base pan, enclosure, and control box for stability, debris, and corrosion.
- ☐ Verify and lubricate condenser fan motors, check belt tension.
- ☐ Inspect compressor, line sets, and measure voltage/current.
- ☐ Inspect condenser coils; clean as required to maintain performance.
- ☐ Check refrigerant levels, high/low pressures, and signs of leaks.
- ☐ Test electrical components disconnect, wiring, contactors, and overload protection.

Indoor unit inspection

- ☐ Change all filters quarterly, clean reusable filters if applicable.
- ☐ Inspect ductwork for leaks, condensate damage, and proper airflow.
- ☐ Inspect burner assembly, heat exchanger, and clean components as necessary.
- ☐ Verify condensate drainage systems: clean lines, pumps, and treat algae buildup.
- ☐ Test flue systems, gas piping, and ignition systems for safety and performance.
- ☐ Inspect and lubricate blower assembly, adjust belts, pulleys, and couplings.
- ☐ Clean indoor cabinet enclosures and inspect for hazards.
- ☐ Verify gas shut-off valves and ensure electrical components are operational

Specialized services

- ☐ Annual belt replacement and condenser coil cleaning (regardless of condition).

- ☐ Annual refrigerant acid test for predictive analysis.
- ☐ Seasonal preparation: ensure systems are optimized for weather changes.

B. REPAIR SERVICES

- ☐ Identify and quote repairs during maintenance visits.
- ☐ Obtain written approval from Facilities Management before proceeding.
- ☐ Provide 24/7 emergency repair services with a 2-hour response time.

Note: Repair services are excluded from the preventive maintenance pricing and will be billed separately upon approval.

C. ADDITIONAL SERVICES

1. *Inventory*

- ✓ Identify and label current units

2. *Energy Efficiency*

- ✓ Conduct energy audits and recommend system improvements.
- ✓ Track equipment performance trends to identify optimization opportunities.

3. *Advanced Diagnostics*

- ✓ Use tools like thermal imaging and vibration analysis for early issue detection.

4. *Compliance and Environmental Standards*

- ✓ Adhere to OSHA General Industry Regulations (29 CFR 1910) and lockout/tagout procedures.
- ✓ Properly handle and dispose of refrigerants in compliance with EPA standards.
- ✓ Maintain indoor air quality (IAQ) per ASHRAE guidelines, including UV lights, HEPA filters, and humidifier testing.

5. *Reporting*

- ✓ Provide detailed reports after each visit, documenting tasks performed, equipment status, and recommendations for corrective actions.
- ✓ Reports shall be submitted electronically or in writing as required.

D. LABOR AND FEES

1. *Preventative Maintenance*

- a. Provide a lump sum bid for all scheduled services based on unit pricing

2. *Additional Labor Costs*

- a. Normal Hours: Monday through Friday, 7AM to 4 PM
- b. After Hours/Holidays Billed at approved overtime rates

3. *Parts and Materials*

- a. No more than a 5% markup; provide a detailed price list

E. KEY DELIVERABLES

- ✓ Comprehensive Preventive Maintenance for all HVAC equipment.
- ✓ Responsive and timely repair services, including emergency protocols.
- ✓ Energy-efficient solutions and advanced diagnostics to extend equipment life.
- ✓ Transparent reporting and documentation to track system health and performance.

F. PERFORMANCE METRICS

- ✓ Response Time: Emergency calls responded to within 2 hours.
- ✓ Uptime: Maintain equipment uptime per agreed KPIs.
- ✓ Reporting: Timely and detailed submission of service reports.

G. EQUIPMENT COVERAGE

- ✓ Chillers, air handlers, evaporative coolers, split systems, exhaust fans, boilers, pumps, package units, forced air units, cooling towers, and other specified HVAC components.

H. CONTRACT TERM AND RENEWAL

Initial contract term is one year. Annually renewable for up to five years at the City's discretion.

I. ENVIRONMENTAL & SAFETY COMPLIANCE

- ✓ Adhere to EPA refrigerant handling rules and OSHA safety standards.
- ✓ Follow all relevant procedures to ensure safe and environmentally compliant operations

3. SITE INFORMATION

The scope of work covers City-operated locations:

1. Public Works Building (345 Lively Avenue)
2. City Hall (65 Lawrenceville Street)
3. Police Annex Building (168 Wingo Street)
4. Cultural Arts Building – Including Ballroom (10 Britt Avenue)
5. Rectory (17 College Street)
6. Human Resources Building (189 Lawrenceville Street)
7. Kudzu Building (116 Carlyle Street)
8. Fire Museum (189 Lawrenceville Street)

4. SCHEDULE OF EVENTS

*See **Appendix A** for detailed Schedule of Events*

5. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

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

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

6. SUBMISSION GUIDELINES & INSTRUCTIONS

A complete submission includes the following components:

1. Cover Letter with Firm Introduction
2. Statement of Qualifications and Equipment (Appendix C)
 - a. About the Firm
 - b. Experience
 - c. Approach
3. Parts and Materials Price List
4. References Form (Appendix D)
5. Sealed Cost Proposal (Appendix E)
6. Acknowledgement of Addenda (Appendix F)
7. Bid Bond (if bid amount is over \$30,000)
8. Certificate of Liability Insurance
9. [E-Verify Contractor](#) & [SAVE Affidavits](#) ([with requested identification documentation](#))

7. EVALUATION CRITERIA

An evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. The City may request short-listed proposers to meet with the City's Evaluation Committee for evaluation purposes if deemed necessary.

Proposal Evaluation Criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	40
Method & Approach	25
References	15
Cost Proposal	20
Total	100

8. GENERAL CONDITIONS

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

A. QUALIFICATIONS

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

B. AUTHORITY TO SIGN

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

C. RIGHTS RESERVED

- i. The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- ii. Proposers are advised to examine the site(s) of the proposed work, as are necessary, to familiarize themselves with location conditions, which may affect the proposed work. Proposers are also advised to fully inform themselves regarding conditions under which the work will be performed. The City of Norcross will not be responsible for the Proposer's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- iii. Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

D. AWARD OF CONTRACT

- i. The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City,

experience, technical considerations, cost, and other factors considered. The City is to make the determination.

- ii. Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- iii. Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- iv. Prior to execution of a Contract, a Utility Coordination Meeting may be required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

A. PRODUCTION REQUIREMENTS

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

B. LOCATION AND SITE(S)

- vi. All work is within City limits of the City of Norcross, Georgia.
- vii. The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in this RFP.
- viii. The Vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

C. LOCATION AND SITE(S)

- ix. All work is within City limits of the City of Norcross, Georgia.
- x. The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in this RFP.
- xi. The Vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

D. NON-COLLUSION

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

E. MATERIALS

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

F. CONTRACT REQUIREMENTS

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

G. SCHEDULE

- xvii. Schedule: The Vendor shall provide to the City a schedule of activities at William.Manigault@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing.

APPENDIX A
RFP PW 25-05
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	February 5, 2025, 10:00 a.m.
Pre-bid Meeting (<u>Optional but highly recommended</u>)	February 20, 2025, 10:00 a.m.
Deadline for Written Questions	February 21, 2025, 5:00 p.m.
Bids Due	March 7, 2025, 11:00 a.m.
Bid Review/Evaluation	On/About March 2025
Contract Award	On/About April 2025

APPENDIX B
RFP PW 25-07
FACILITIES AND EQUIPMENT LISTING

Attachment: RFP PW 25-07 Packet (25-7269 : Contract Award for HVAC Preventative Maintenance and Services)

FACILITIES WITHIN PROJECT SCOPE

Building Description	Address	Year Built	Square Footage
Kudzu Building	116 Carlyle Street	1950	3360
Police Annex Building	168 Wingo Street	1993	6060
City Hall	65 Lawrenceville Street	2002	34996
Norcross Cultural Arts & Community Ctr	10 College Street	1877	15109
The Rectory (Welcome Center & Museum)	17 College Street	1918	4379
Public Works Building	345 Lively Street	2009	22046
Human Resources Building	189 Lawrenceville Street	1928	1350
Fire Museum	165 Lawrenceville Street	2008	824

EQUIPMENT LISTING BY BUILDING

Kudzu Building (116 Carlyle Street)

ID	Equipment Type	Manufacturer	Year	Model	Serial
CU 02; KUDZU BUILDING; 5 Ton	Condensing Unit	Trane	2023	4TTR4060N1000BA	230614Y81F
CU 01; KUDZU BUILDING; 5 Ton **	Condensing Unit	Trane	2023	4TTR4060N1000BA	2319370DGF
FURN 01; KUDZU BUILDING/TWINNED	Furnace	Trane	2023	S8X1D120M5PSCAA	23195K95HG
FURN 02; KUDZU BUILDING/TWINNED	Furnace	Trane	2023	S8X1D120M5PSCAA	23195K96HG

Police Annex Building (168 Wingo Street)

ID	Equipment Type	Manufacturer	Year	Model	Serial
CU 01; POLICE ANNEX; 3 Ton **	Condensing Unit	NA	2001	38CKC036350	4801E05338
CU 03; POLICE ANNEX; 3 Ton	Condensing Unit	Carrier	2022	24SCA536W301	3222E00846
CU 02; POLICE ANNEX; 3 Ton	Condensing Unit	Trane	2006	2TTB3036A1000AA	6305KH85F
FURN 01; POLICE	Furnace	Carrier	1992	58WAV055---101GC	3892A12942
FURN 02; POLICE ANNEX	Furnace	Trane	2006	2TGB3F36A1000AB	6241UFG6V
FURN 03; POLICE ANNEX	Furnace	Carrier	2022	58SB0A070E171212	4122A20010

City Hall (65 Lawrenceville Street)

ID	Equipment Type	Manufacturer	Year	Model	Serial
AHU 05; 0.25 HP, 1st fl, back hall & offices	AHU	Carrier		F84ANF6060	NA
AHU 02; 0.5 HP, 1st fl, above police window	AHU	Carrier	2001	FB4ANF030	3201A63842
AHU 07; 0.75 HP, 1st fl, break room	AHU	Carrier	2001	FB4ANF036	3101A63758
AHU 06; 0.5 HP	AHU	Carrier	2001	FB4ANF042	1801A64147
AHU 09	AHU				
AHU 03; 0.5 HP, 1st fl, near bathrooms	AHU	Carrier	2001	FB4ANF042	1801A64146
AHU 01; 0.5 HP, 1st fl, payment window office	AHU	Carrier	2001	FB4ANF048	3301A63849
AHU 04; 0.5 HP, 1st fl, hall by time clock	AHU	Carrier	2001	FB4ANF060	3101A62189
AHU 08; 0.5 HP, 911 Dispatch	AHU	Carrier	2023	FJ4DNXB36	1623F20843
CU 08; Roof; 3 Ton	Condensing Unit	Carrier	2023	24ABB336A510	0623E16625
CU 05; Roof; 3 Ton	Condensing Unit	Carrier	2001	38CK036---510	4001E05851
CU 04; Roof; 2.5 Ton	Condensing Unit	Carrier	2001	38CKC030-500	2701E11056
CU 09; Roof; 3.5 Ton	Condensing Unit	Carrier	2001	38CKC042-530	3301E16015
CU 03; Roof; 3.5 Ton	Condensing Unit	Carrier	2001	38CKC042---531	410E07051
CU 02; Roof; 3.5 Ton	Condensing Unit	Carrier	2001	38CKC042---531--	4101E07058
CU 01; Roof; 4 Ton	Condensing Unit	Carrier	2001	38CKC048---561	3601E17283
CU 07; Roof; 5 Ton	Condensing Unit	Carrier	2001	38CKC060540	4101E04053
CU 06; Roof; Ton	Condensing Unit	Carrier		NA	NA
Roof Supply Fan	Fan, Roof Supply	Unknown		NA	*****
DLC 03; Roof; 3 Ton	Mini Split Condenser	Liebert		PFH037A-YL7	Y11EG11089
DLC 03; Server Room; 3 Ton	Mini Split Evap	Liebert		156024G1	Y12E0052
RTU 05; Roof; 5 Ton	Pkg. Unit	Carrier	2001	50TFF006---501KA	3401G22106
RTU 06; Roof; 5 Ton	Pkg. Unit	Carrier	2001	50TFF006---501KB	3401G22108
RTU 01; Roof; 5 Ton	Pkg. Unit	Carrier	2001	50TFF006---501KB	3401G22109
RTU 04; Roof; 7.5 Ton	Pkg. Unit	Carrier	2001	50TFF008---501AA	3301G35119
RTU 07; Roof; 8.5 Ton	Pkg. Unit	Carrier	2001	50TFF009---501DA	3301G35184
	Pkg. Unit	Trane	2017	TSC072F3E0A1F0000	170513670L
RTU 02; Roof; 8.5 Ton	Pkg. Unit	Trane	2019	TSC102H3E0A020000	192514903L
RTU 08; Roof; 5 Ton	Pkg. Unit	Carrier	2018	50KC-A06A2A6A0A0A0	2218C79181
RTU 09; ROOF; 15 Ton	Pkg. Unit	Carrier	2024	50FC-M16A2A5-0A0A0	0724P07614
DLC 02	Mini Split Condenser	Mitsubishi	2016	PUY-A24NHA7	63U02976B
DLC 02	Mini Split Evap	Mitsubishi			
DLC 04	Mini Split Condenser	Mitsubishi	2022	PUY-A24NHA7	28U28469D
DLC 04	Mini Split Evap	Mitsubishi			

Norcross Cultural Arts and Community Center (10 College Street)

ID	Equipment Type	Manufacturer	Year	Model	Serial
AHU 04 BEHIND OFFICE	AHU	Amana	2008	ARUF363616B	0806069886
AHU 02 BEHIND OFFICE	AHU	Amana	2008	ARUF363616BA	0806069885
Unit 5	Packaged Unit	Goodman	2008	GPH1360H21AC	0806003776
CU 01; 7.5 Ton	Condensing Unit	Goodman	2013	GSC100903AD	1306195376
CU 04	Condensing Unit	Goodman	2008	GSH130361BB	0806341147
CU 02	Condensing Unit	Goodman	2008	GSH1330361BB	0806341128
CU 03	Condensing Unit	Trane	2006	TTA120A300FA	626329KAD
System 1 Twinned	Furnace	Goodman	2008	GMH80704BNA	0810195026
System 1 Twinned	Furnace	Goodman	2008	GMH80704BNAC	0810195027
System 3 FURNACE 01; 0.25 HP	Furnace	Trane	2001	TUD120C960KG	Z3648T92G
System 3 FURNACE 02; 0.25 HP	Furnace	Trane	2007	TUD1C100A9601AA	7232M851G
Kitchen Window	Window Unit	LG	2022	LW8016HR	212HAZXA5685
BALLROOM					
ID	Equipment Type	Manufacturer	Year	Model	Serial
Twinned 6	Furnace	Goodman	2008	GMS80704BNBD	805700203
Twinned 6	Furnace	Goodman	2008	GMS80704BNBD	806069638
Condenser 6	Condenser	Goodman	2008	GSC100900AB	806049728
Condenser 5	Condenser	Carrier	2021	38AUZA08A0A5A0A0A0	1921C90053
Twinned 5A	Furnace	Carrier	2021	58SB0A070E17	0721A20564
Twinned 5B	Furnace	Carrier	2021	58SB0A070E171116	0821A18238

The Rectory (17 College Street)

Equipment Type	Manufacturer	Year	Model	Serial	Installed At
AHU	Lennox		CBX27UH-048-230-60-3	5811B17520	AHU; RECTORY BUILDING; 0.75 HP
Condensing Unit	Lennox		14HPX-048-230-11	1910M11300	Heat Pump 01; RECT

Public Works Building (345 Lively Avenue)

ID	Equipment Type	Manufacturer	Year	Model	Serial
AHU 04	AHU	Carrier	2010	FX4DNF061	0410A83273
AHU 07	AHU	Carrier	2010	FX4DNF037	1910A86748
AHU 06	AHU	Carrier	2010	FX4DNF061	1910A89410
AHU 05	AHU	Carrier	2010	FX4DNF037	1810A83032
AHU 08	AHU	Carrier	2010	FX4DNF037	1910A83545
AHU 02	AHU	Carrier	2010	FX4DNF061	0410A83277
AHU 09	AHU	Carrier	2010	FX4DNF061	1010A77502
AHU 03	AHU	Carrier	2010	FX4DNF061	1910A88491
AHU 01	AHU	Carrier	2010	FX4DNF061	1010A88502
CU 07; Ground;					
CU 09; Ground; 3 Ton	Condensing Unit	Carrier	2010	25HBC336A500	2410E03206
CU 06; Ground; 3 Ton	Condensing Unit	Carrier	2010	25HBC360A500	2410E14336
CU 08; Ground; 3 Ton	Condensing Unit	Carrier	2010	25HBC336A500	2510E24288
CU 03; Ground; 5 Ton	Condensing Unit	Carrier	2010	25HBC360A500	2610E22345
CU 02; Ground; 5 Ton	Condensing Unit	Carrier	2010	25HBC360A500	2610E22351
CU 04; Ground; 5 Ton	Condensing Unit	Carrier	2010	25HBC360A500	2610E22354
CU 01; Ground; 5 Ton **	Condensing Unit	Carrier	2010	25HBC360A500	2610E22356
CU 05 ; Ground; 3 Ton	Condensing Unit	Carrier	2010	25HBC336A500	2410E03199
MS-1 Condenser; Ground; 1.5 Ton	Condensing Unit	Fujitsu	2017	A069RL2	EXN018798
MS-1 Evaporator					
HANGING HEATER 01; Warehouse; 25000 BTU	Radiant Heater	Sterling Applied Air		CF17S	C8532813
HANGING HEATER 02; Warehouse; 25000 BTU	Radiant Heater	Sterling Applied Air		CF17S	C8532813

Human Resources Building (189 Lawrenceville Street)

ID	Equipment Type	Manufacturer	Year	Model	Serial
CU 01; WELCOME CENTER; 5 Ton **	Condensing Unit	Rheem	2006	D060JBZ	7M180605147
FURN 01; WELCOME CENTER	Furnace	Amana	2008	GMS811SSCNBD	808741363

Fire Museum (165 Lawrenceville Street)

ID	Equipment Type	Manufacturer	Year	Model	Serial
HEAT PUMP/AC 01; 2.5 Ton	AHU	Lennox	2007	CB30M514P	5807H20776
CU 01; 4 TON **	Condenser	Lennox	2017	TPA048H4N43Y	5817E21416

APPENDIX C

RFP PW 25-07

STATEMENT OF QUALIFICATIONS & EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive.

About the Firm:

- a. Name of Bidder
- b. Permanent main office address, email address, & pertinent contact numbers
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.

Experience:

- e. Attach a list of 3-5 similar projects completed in the last 5 five years.
- f. Contracts on hand (schedule – showing gross amount of each contract and the approximate timelines).
- g. General character of work performed by your company.
- h. Have you ever failed to complete any work awarded to you, if so, where, and why?
- i. Have you ever defaulted on a Contract, if so, where, and why?
- j. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- k. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- l. How long do you warrant a project?
- m. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- n. Implementation plan for the project
- o. List your major equipment available for this contract.
- p. List any subcontractors whom you would expect to use for the contract

APPENDIX D

RFP PW 25-07

REFERENCES FORM

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

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

Alternatively, Bidders are welcome to provide four (4) reference letters where they provide the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX E
RFP PW 25-07
COST PROPOSAL FORM

In a separate envelope, please include a cost proposal with the following information.

Lump Sum – HVAC Preventative Maintenance, 1-Year:

\$ _____

Labor per Hour (Normal Business Hours):

\$ _____

Labor Per Hour (After Hours):

\$ _____

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Firm Address: _____

Attachment: RFP PW 25-07 Packet (25-7269 : Contract Award for HVAC Preventative Maintenance and Services)

APPENDIX F

RFP PW 25-07

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

APPENDIX G

RFP PW 25-07

PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (Appendix G)

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

Bid Package Components:

_____ Statement of Qualifications and Equipment (Appendix D)

_____ Sealed Cost Proposal (Appendix C)

_____ References (Form provided in Appendix E or in letter form)

_____ Parts and Materials Price List

_____ Acknowledgement of Addenda Form (Appendix F)

_____ Bid Bond if bid amount is over \$30,000

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#) (with secure and verifiable document)

Mail or deliver to:

City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFP PW 25-07 – HVAC Preventative Maintenance and Service

***CONTRACT BETWEEN
MAXAIR MECHANICAL, LLC. AND
THE CITY OF NORCROSS FOR
HVAC PREVENTATIVE MAINTENANCE
AND SERVICE***

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Agreement for HVAC PREVENTATIVE MAINTENANCE AND SERVICE

This Agreement, made and executed as of the _____ day of _____, 2025 by and between Maxair Mechanical, LLC with a place of business at 814 Livingston Court Marietta GA 30067 (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client") collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to HVAC PREVENTATIVE MAINTENANCE AND SERVICE (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **February 28, 2025** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposals (RFP PW 25-07).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Contractor shall make reasonable efforts to complete its services for the project within the time period set forth in the RFP. The agreement shall remain in effect for a period of one (1) year and may be renewed via contract amendment for up to five (5) years.

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

The Client may, at any time, make changes in the Scope of Services for the project or in the definition of services to be performed. In the event Client notifies Contractor of its desire to make a change in the Scope of Services that may change the cost of

performance, Contractor shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services.

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

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

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

Contractor agrees that during Contractor's performance of Services hereunder, adequate provision shall be made to staff and retain the Services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Contractor, and Contractor shall remove

any personnel not acceptable to Client.

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

- A. Confidential Client information ("Primary Data") disclosed to Contractor which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by Contractor only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.
- B. Upon completion of the project or sooner if Client so requests the Contractor shall return to Client's representative all primary data furnished to the Contractor under this Agreement and shall if requested deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Contractor for use in connection with the project ("Secondary Data")

- C. Contractor shall not use for itself or to disclose to third parties any primary data or secondary data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Contractor's association with this project terminates. Those closure obligations shall not apply to any data which:
 - 1. Was known to the Contractor (and previously unrestricted) before disclosure of primary data to Contractor under this Agreement or before generation of secondary data;
 - 2. Is subsequently acquired by the Contractor from a third party who was not in default of any obligation restricting the disclosure of such information; or
 - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this non-disclosure obligation, Contractor may nevertheless draw upon its experience in its future association with other Clients.

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

If the Contractor's Proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum bases and the Contractor's work on any phase of the services is extended by one or more forced major events or other delays not

to the extent caused by negligence of Contractor, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

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

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: William Manigault

Position: Fleet and Facilities Superintendent

Address: 345 Lively Avenue

Norcross, GA 30071

Copy to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue

Norcross, GA 30071

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

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

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Contractor here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of contractor to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

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

Contractor

By: _____

Title: _____

Client

By: _____

Title: _____

Attachment: CON Agreement with MaxAir Mechanical, LLC (25-7269 : Contract Award for HVAC Preventative Maintenance and Services)

APPENDIX A – SCOPE OF SERVICES FOR HVAC PREVENTATIVE MAINTENANCE AND SERVICE

APPENDIX C

RFP PW 25-07

STATEMENT OF QUALIFICATIONS & EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive.

About the Firm:

- a. Name of Bidder: Maxair Mechanical, LLC
- b. Permanent main office address, email address, & pertinent contact numbers 814 Livingston Court , Marietta Ga. 30067
mstephens@maxairmech.com 770-714-9620
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized? 37
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document. See Attached

Experience:

- e. Attach a list of 3-5 similar projects completed in the last 5 five years. See Attached
- f. Contracts on hand (schedule – showing gross amount of each contract and the approximate timelines). See Attached
- g. General character of work performed by your company. Mechanical Contracting: General Construction, Service, Projects for HVAC, Plumbing, Control
- h. Have you ever failed to complete any work awarded to you, if so, where, and why? No.
- i. Have you ever defaulted on a Contract, if so, where, and why? No.
- j. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why? No.
- k. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed. See Attached
- l. How long do you warrant a project? 1 year
- m. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long? Yes. Our insurance policies renew on April 1st of each year with all entities. So the answer is: indefinite or as long as we continue to do business with the City of Norcross.

Approach:

- n. Implementation plan for the project See Attached
- o. List your major equipment available for this contract. See Attached
- p. List any subcontractors whom you would expect to use for the contract See Attached



814 Livingston Court
Marietta, GA 30067
770.956.1200

Ga. Reg. #CN210671

Statement of Qualifications and Equipment

RFP PW 25-07 HVAC Preventative Maintenance and Service

Cover Letter

**Maxair Mechanical, LLC
Corporation
Mike Stephens
814 Livingston Court
Marietta Ga. 30067
770-714-9620
mstephens@maxairmech.com**

Maxair Mechanical, LLC has been in business since 1988 providing HVAC and Mechanical Services to Metro Atlanta and the State of Georgia. We have grown to 350 plus employees at four locations that support a General Construction division, Design Build Projects division, HVAC Service Division, Plumbing Service Division, Controls Automation Division and an in-house Sheet Metal and Pipe Fitting Fabrication Shop. Maxair's locations are in Marietta, Newnan, Duluth and Savannah Ga.

Maxair Mechanical currently has similar Preventative Maintenance Contracts with Counties and City's such as Cobb County, Gwinnett County, Athens Clarke County, City of Smyrna, City of Norcross and recently City of Powder Springs.

Our vast experience in servicing Government entities with large amounts of buildings and equipment quantities will ensure Maxair's ability to service The City of Norcross.

The following pages of information will show that Maxair Mechanical, LLC is well capable of performing the Scope of Work provided and meeting the City's goals for this contract.

Maxair Mechanical will strive to not just be a vendor, but be a partner with The City of Norcross, just as we partner with our current government entities.

Employee List

- Key Team Members-
 - Ryan Callahan- Branch Manager Duluth Office
 - 18 years Commercial HVAC Industry
 - 18 years at Maxair
 - Ryan started at Maxair 18 years ago as an apprentice. He has achieved many milestones such as journeyman, project manager, service manager and now branch manager. Ryan has been the branch manager at our Duluth Ga. location for three years now
 - Tim Baker- Service Manager Duluth Office
 - 8 years in HVAC Industry
 - 3 years at Maxair
 - Tim Baker was an account manager with Lanier Jones when Maxair acquired them back in October of 2021. Tim has since then been promoted to service manager.
 - Nyerere Ogbara- Service Manager Duluth Office
 - 10 years in HVAC Industry
 - 10 years at Maxair
 - Nyerere started at Maxair 10 years ago as an apprentice. He achieved journeyman after five years and became a service manager for the Atlanta area out of our Marietta office. Nyerere transitioned into the Duluth office in January to assist Ryan and Tim with managing the day to day operations.
 - Mike Stephens- Senior Account Executive Marietta Office
 - 15 years in HVAC Industry
 - 8 years at Maxair
 - Mike came to Maxair 8 years ago after working for Comfort Systems and Topp Portable Air as an account manager and sales engineer. Mike was hired as an account manager for private and public and has now been our Public Sector Account Executive for just over three years due to his ability to provide superior customer service and follow through with the requirements and expectations of the contracts, which are all unique.
- Field Technicians
 - Maxair currently has 110 service technicians servicing the Metro Atlanta area and the state of Ga.
 - The Duluth location will be managing The City of Norcross account, with support from the Marietta office if needed.

- The Duluth office consists of:
 - (11) 5+ year Journeymen technicians
 - (1) 5 year apprentice
 - (10) 1-3 year apprentices
- The Marietta office consists of
 - (28) 5+ year Journeymen technicians
 - (32) 1-3 year apprentices
- Each of these offices will help to service The City of Norcross account.

Experience

Similar Projects

- Cobb County Government-
 - This contract has approximately 257 buildings that require quarterly maintenance. It is valued at over 2 million dollars as all service calls and repairs are covered. If a unit needs replaced, it is quoted. There is a variety of equipment types at these buildings. They include air cooled units, DX units, water cooled units, pumps, heaters and cooling towers.
 - Maxair has a team of (1) service manager, (7) technicians, (1) dispatcher, (1) CSR and (1) project manager assigned to this account.
 - Maxair has had this contract since 2015.
 - Our contact is:
 - Travis Stalcup- 678-758-0264/ travis.stalcup@cobbcounty.org
- Gwinnett County Government Parks and Fire, Water Resources.
 - Maxair currently holds (5) contracts with Gwinnett County within these departments. These contracts have approximately 200 buildings that require quarterly maintenance. All contracts are valued at approximately \$800,000.00. They include air cooled chillers, DX equipment of various sizes water cooled chillers, large indoor pool dehumidifiers, heaters, fire station bay exhaust fans/supply fans and Co2 controls.
 - Maxair has had contracts with Gwinnett County since 2018.
 - Our contacts are:
 - Parks- Don Utes- 678-277-0940 / don.utes@gwinnettcountry.com
 - Fire- Sam McMahon- 678-436-1182/ sam.mcmahon@gwinnettcountry.com
 - Water Resources- Donna Duncan- 678-376-6802 / donna.duncan@gwinnettcountry.com
- Athens Clarke County Government
 - This contract has (4) buildings that require quarterly maintenance. It is valued at a total of \$263,000.00 to include the Athens Jail, Library, Morton Theatre and Water Resources. All service calls and repairs are included in this price. Replacements are quoted. These buildings have approximately 188 pieces of equipment to include water cooled chillers, RTU's, pumps, VAV's, heaters, Cooling towers and SWUD units.
 - Maxair has had the jail since July 2021, the library since July 2022, Morton Theatre since July 2022 and Water Resources since July 2024.
 - Our contact is:
 - Beth Smith- 706-613-3570 / beth.smith@accgov.com

Contracts on hand

Maxair Mechanical, LLC currently has over 1,000 PM contracts/agreements with customers in the private and public sector throughout the state of Georgia.

Below are (14) Government entities that Maxair Mechanical has current HVAC PM contracts with.

- Cobb County Government- \$2 million, 2015 to present
- Gwinnett County Government- \$800,000.00, 2018 to present
- Athens Clarke County Government- \$263,000.00, 2021 to present
- City of Smyrna- \$157,000.00, 2019 to present
- City of Powder Springs- \$18,540.00, 2023 to present
- Ga. Dept. of Transportation- \$45,000.00, 2022 to present
- City of Avondale Estates- \$1,516.00, 2022 to present
- Henry County Government- \$267,000.00, 2023 to present
- Clarke County Schools- \$101,000.00, 2023 to present
- Athens Technical College- \$98,000.00, 2023 to present
- City of Milton- \$13,450.00, 2024 to present
- Chatham County Government- \$36,650.00, 2024 to present
- Atlanta Public Schools- \$1.2 million, 2019 to present
- Chattahoochee County Schools- \$44,250.00, 2022 to present

Contracts recently executed

In the year 2024, Maxair completed the below contracts after their initial terms expired.

- Gwinnett County Parks and Fire-
 - 5-year contract
 - completed June 2024
 - \$600,000.00
- Clayton County Water Authority-
 - 3-year contract
 - Completed November 2024
 - \$60,900.00

Approach of the project

Maxair Mechanical schedules an in-house meeting as well as a meeting with each new PM customer. During these meetings all information and expectations are discussed to include contacts, billing, schedule, building access etc.

Maxair's operations process is outlined below starting with the entering of the new customer information.

- Initial customer set up
 - Name of entity, address, contact names, phone numbers, emails, bill to information etc. will be entered into our SM software
 - In a case such as The City of Norcross where there are multiple locations, all site locations are entered and any other information that may be different from the main site.
 - All equipment is entered into each site location in our system
 - All filter and belt sizes are entered into each site in our system (once we have them)
 - The scope of work will be entered into our system
- Scheduling
 - Each location's PM will be scheduled according to the scope of work
 - Once scheduled in SM, the PM task pops up automatically for the dispatchers to see each month
- Performing the Preventative Maintenance
 - A minimum of 2 technicians will be assigned to this contract. This will include a lead technician that is a Journeyman and 1 other technician to work under him.
 - The dispatcher will assign a technician a location to perform the PM
 - The technician will contact the person for that location to let him know he is on his way and that he is there
 - The technician will perform the PM inspection per the scope of work
 - The Maxair technician will fill out the checklist for each piece of equipment at the location. This checklist and the service report summary are stored in their tablets on the Tech Tool software that Maxair uses
 - Upon completion of the PM, the technician will email the service report summary to the contact.
 - Any discrepancies found on the PM inspection will be on the checklists and on the service report summary. The City contact will be made aware of these and Maxair will await instructions on how to proceed

- Invoicing
 - PMs
 - Each PM invoice will generate in our system on or about the 15th of each month.
 - The PM invoicing can be scheduled for monthly, quarterly or yearly, depending on what is convenient for The City
 - Service calls
 - Upon the completion of a service call the service manager will proof the invoice and approve it for our service billing department to invoice and send to the customer
 - Project work
 - Project work, such as a unit replacement, will be performed by our projects team
 - A project manager will be assigned to quote the replacement and manage the job from start to finish, communicating with The City throughout the process
 - Upon completion, the project manager will turn the information over to the project billing coordinator for that account and he/she will complete the invoice and send it to The City
 - Invoice disputes
 - If there is ever an issue with an invoice being incorrect, simply contact the service manager or project manager and it will be resolved in a timely manner

Equipment

Each Maxair technician is equipped with a fully stocked van of the tools needed to perform maintenance inspections as well as some minor repairs with “truck stock” items.

These include but are not limited to:

- PPE, Ladders, refrigerant gauges, refrigerant tanks, hand tools, various truck stock items such as tape, wire ties, wire connectors, capacitors, contactors, screws.
- Any tools or equipment that is not in stock on a technicians van can be picked up at the warehouse in Duluth. Items may include: taller extension ladders or A-frame ladders, one man lift, duct jacks, pallet jacks, carts for roof top change outs, A-frame hoists.
- Any parts not in truck stock can be purchased from the local HVAC supply house
- Any rental equipment to include lifts or portable a/c or heaters can be rented from one of our multiple suppliers

Subcontractors

Maxair Mechanical does not intend to use any subcontractors for the performance of this contract.

APPENDIX D

RFP PW 25-07

REFERENCES FORM

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

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

Alternatively, Bidders are welcome to provide four (4) reference letters where they provide the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for Maxair Mechanical, LLC

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: Gwinnett County Government
 Description of Project: HVAC Maintenance Annual Contract
 Completion Date: July 2019- Present
 Contact Person: Don Utes
 Telephone: 678-277-0940 Fax: _____
 Email address: don.utes@gwinnettcountry.com

Company Name: Athens Clarke County Government
 Description of Project: HVAC Maintenance Annual Contract
 Completion Date: July 2021- Present
 Contact Person: Beth Smith
 Telephone: 706-613-3570 Fax: _____
 Email address: beth.smith@accgov.com

Company Name: City of Milton
 Description of Project: HVAC Maintenance Annual Contract
 Completion Date: December 2024-Present
 Contact Person: David Bergmaier
 Telephone: 678-242-2653 Fax: _____
 Email address: david.bergmaier@miltonga.gov

Company Name: Cobb County Government
 Description of Project: HVAC Maintenance Annual Contract
 Completion Date: July 2015- Present
 Contact Person: Travis Stalcup
 Telephone: 678-758-0264 Fax: _____
 Email address: travis.stalcup@cobbcounty.org

Company Name: City of Powder Springs
 Description of Project: HVAC Maintenance Annual Contract
 Completion Date: April 2023- Present
 Contact Person: John Brown
 Telephone: 770-943-8010 Fax: _____
 Email address: jbrown@cityofpowdersprings.org

Company Name: City of Smyrna
 Description of Project: HVAC Maintenance Annual Contract
 Completion Date: July 2019- Present
 Contact Person: Robert Early
 Telephone: 678-631-5440 Fax: _____
 Email address: rearly@smyrnaga.gov

Parts and materials Price List

- Refrigerant-
 - R-22- \$90.00-\$150.00 per pound
 - R-410A- \$40.00 to \$70.00 per pound
- Capacitors-
 - \$50.00-\$150.00
- Contactors-
 - \$20.00-\$100.00
- Fan Motors with blades-
 - \$50.00 and up
- Compressors-
 - \$400.00 and up

APPENDIX F
RFP PW 25-07
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
1	2/10/25	
2	2/25/25	

☐ No addenda were received:

Acknowledged for: Maxair Mechanical, LLC
(Name of Firm)



Signature of Authorized Representative

Susan Gray

Name (Print or Type)

Owner

Title

2/25/25

Date



CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY)

10/16/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER C: Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER F: Steadfast Insurance Company</td> <td>26387</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Insurance America, Inc.	24554	INSURER C: Allied World National Assurance Company	10690	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Zurich American Insurance Company	16535	INSURER F: Steadfast Insurance Company	26387
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INSURED 1451793 MAXAIR MECHANICAL, LLC 814 LIVINGSTON COURT SE MARIETTA GA 30067															

COVERAGES **CERTIFICATE NUMBER:** 16509397 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	RGD300147504	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	RAD943796404	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N	0313-7473	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD300147604	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F D E	POLL/PROF LIAB. CRIME PROP (INCL. CONT EQ)	N	N	EOC5833423-11 ELU193231-23 CPP4886518-13	4/1/2023 10/30/2023 4/1/2023	4/1/2024 10/30/2024 4/1/2024	\$10,000,000 EA OCC/AGG \$5,000,000 LEASED/RENTED: \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ADDITIONAL INSURED STATUS (IF SPECIFIED HEREIN) DOES NOT EXTEND TO PROFESSIONAL LIABILITY COVERAGE.

CERTIFICATE HOLDER
CANCELLATION

16509397
 EVIDENCE OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

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APPENDIX B – COMPENSATION FOR HVAC PREVENTATIVE MAINTENANCE AND SERVICE

APPENDIX E
RFP PW 25-07
COST PROPOSAL FORM

In a separate envelope, please include a cost proposal with the following information.

Lump Sum – HVAC Preventative Maintenance, 1-Year:

\$ 18,680.00

Labor per Hour (Normal Business Hours):

\$ 139.00

Labor Per Hour (After Hours):

\$ 208.50

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: Maxair Mechanical, LLC

Authorized Representative:

Firm Address: 3435 Breckinridge Blvd. Suite 110 Duluth Ga. 30096

** Appendices A & B are extracted from the firm's proposal*

RFP PW 25-07 Evaluation Summary

Figure A: Proposal and Price Scores

CRITERIA	MAX POINTS	AIRSOUTH	C2H	CAPITAL CITY	HART MECHANICAL	HOFFMAN	MAXAIR
Experience & Qualifications	40	29.5	26.7	36.2	37.0	32.1	35.4
Method & Approach	25	5.0	0.0	15.2	25.0	18.1	21.5
References	15	12.6	13.3	12.5	12.5	11.0	14.5
Proposal Subtotal (before price)	80	47.1	39.9	63.9	74.5	61.2	71.3
Price Score	20	17.7	16.5	14.1	13.2	15.4	17.2
FINAL SCORE	100	64.8	56.4	77.9	87.7	76.6	88.5

Figure B: Cost Proposal Score Breakdown

FIRM	LUMP SUM	SCORE	NORMAL LABOR/HR	SCORE	AFTER HOURS LABOR/HR.	SCORE	AVERAGE COST SCORE
AirSouth	\$ 26,772.27	13.95	\$ 125.00	19.20	\$ 150.00	20.00	17.72
C2H	\$ 26,784.00	13.95	\$ 124.00	19.35	\$ 186.00	16.13	16.48
Capital City	\$ 34,832.00	10.73	\$ 140.00	17.14	\$ 210.00	14.29	14.05
Hart Mechanical	\$ 129,000.00	2.90	\$ 120.00	20.00	\$ 180.00	16.67	13.19
Hoffman	\$ 25,175.00	14.84	\$ 140.00	17.14	\$ 210.00	14.29	15.42
MaxAir	\$ 18,680.00	20	\$ 139.00	17.27	\$ 208.50	14.39	17.22



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7270	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Contract Award for Anamanda Close Headwall Replacement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contract Award for Anamanda Close Headwall Replacement 4-7-2025](#)
2. [CON Agreement Professional Pipeline, LLC](#)
3. [ITB PW 25-05 Packet](#)
4. [ITB PW 25-05 Bid Tabulation](#)

Title

Contract Award for Anamanda Close Headwall Replacement

Drafter

Len Housley

Motion

A motion to Approve/Deny the contract between the City of Norcross and Professional Pipeline, LLC for the replacement of the Anamanda Close headwall, at a total cost of \$65,714, to be funded from the Stormwater Fund.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7270

Title: Award of Contract for Anamanda Close Headwall Replacement

CC: Eric Johnson, City Manager

Recommendation

Approve contract between the City of Norcross and Professional Pipeline, LLC. For Anamanda Close headwall replacement.

Background

The Department of Public Works issued an Invitation to Bid for the replacement of a headwall located on Anamanda Close. The city received eight total bids, and Professional Pipeline, LLC was the most responsive and responsible lowest bidder. In addition to submitting the lowest bid, Professional Pipeline, LLC complied with the specification guidelines, showed evidence of experience and qualifications, and provided proof that they are qualified to carry out the scope of work.

Financial Impact

\$65,714 (Base bid of \$59,740 + 10% contingency) from Stormwater Fund

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

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

CON Agreement Professional Pipeline, LLC
 ITB PW 25-05 Packet
 ITB PW 25-05 Bid Tabulation

Update

***CONTRACT BETWEEN
PROFESSIONAL PIPELINE, LLC. AND
THE CITY OF NORCROSS
FOR ANAMANDA CLOSE
HEADWALL REPLACEMENT***

Attachment: CON Agreement Professional Pipeline, LLC (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

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Agreement for ANAMANDA CLOSE HEADWALL REPLACEMENT

This Agreement, made and executed as of the _____ day of _____, 2025 by and between Professional Pipeline, LLC. with a place of business at 2472 Autumn Maple Drive Braselton, GA 30517 (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to ANAMANDA CLOSE HEADWALL REPLACEMENT (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **February 28, 2025** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Invitation to Bid (ITB PW 25-05).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

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

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

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

1. Was known to the Contractor (and previously unrestricted) before disclosure of primary data to Contractor under this Agreement or before generation of secondary data;
 2. Is subsequently acquired by the Contractor from a third party who was not in default of any obligation restricting the disclosure of such information; or
 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this non-disclosure obligation, Contractor may nevertheless draw upon its experience in its future association with other Clients.

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

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

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

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

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

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Contractor here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of contractor to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

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

Contractor

By: _____

Title: _____

Client

By: _____

Title: _____

Attachment: CON Agreement Professional Pipeline, LLC (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

APPENDIX A – SCOPE OF SERVICES FOR ANAMANDA CLOSE HEADWALL REPLACEMENT

PROJECT SCOPE

The project includes demolition of existing headwall, tree removal, pipe repairs, bypass pumping of creek, poured in place headwall, curb and gutter, grading, and grassing stabilization. **See Appendix B (site plans & map) for headwall detail.**

Location

Site location is along Anamanda Close between Gwinnett County parcels 6224 074 and 6224 404

APPENDIX B – COMPENSATION FOR ANAMANDA CLOSE HEADWALL REPLACEMENT

** Appendices A & B are extracted from the firm's proposal*

APPENDIX C

ITB PW 25-05 BID FORM

This form is mandatory, and must be included in the bid packet:

Anamanda Close ANAMANDA CLOSE HEADWALL REPLACEMENT				
ITEM #	LINE ITEM	UNITS	QUANTITY	TOTAL
1	Headwall Demo	Lump Sum	1	\$ 2000.00
2	Tree Removal	Lump Sum	1	\$ 10,000.00
3	Pipe Repairs	Linear Feet	30 FT	\$ 4500.00
4	Bypass Pumping of Creek	Lump Sum	1	\$ 2500.00
5	Poured in Place Headwall - Triple 66 Inch Pipe - Gwinnett County Standards	Lump Sum	1	\$ 22,500.00
6	Rip Rap Type 1	Tons	16	\$ 1440.00
7	Rip Rap Type 3	Tons	40	\$ 2400.00
8	Curb And Gutter	Linear Feet	40 FT	\$ 1400.00
9	Grading Complete	Lump Sum	1	\$ 9500.00
10	Mobilization	Lump sum	1	\$ 1500.00
11	Grassing stabilization	Lump Sum	1	\$ 2000.00
TOTAL				\$ 59,740.00

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: Professional Pipeline LLC

Authorized Representative: Pete Opolka

Firm Address: 2472 Autumn Maple Drive Braselton Ga, 30517

Attachment: CON Agreement Professional Pipeline, LLC (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond Number **N/A**

KNOW ALL MEN BY THESE PRESENTS, that we **Professional Pipeline LLC**

2472 Autumn Maple Drive

(Here insert full name and address or legal title of Contractor)

Braselton, GA 30517

as Principal, hereinafter called the Principal, and **National American Insurance Company**

P.O. Box 9

(Here insert full name and address or legal title of Surety)

Chandler, OK 74834

a corporation duly organized under the laws of the State of **Oklahoma**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Norcross**

345 Lively Avenue

(Here insert full name and address or legal title of Owner)

Norcross, GA 30071

as Obligor, hereinafter called the Obligor, in the sum of **5** % of the amount bid not to exceed

Five Percent of Amount Bid***** Dollars (\$ **5%** of Amount Bid*****),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Anamanda Close Headwall Replacement**

Norcross, GA

(Here insert full name and address and description of project)

Project No. **ITB PW25-05**

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

28th

day of

February, 2025


(Witness)


(Witness)

Professional Pipeline LLC

(Principal)

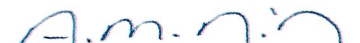
(Seal)


(Title)

National American Insurance Company

(Surety)

(Seal)


A.M. DiGeronimo (Title) **Attorney-In-Fact**



LIST ONLY THE EQUIPMENT OWNED BY YOUR FIRM

10A. PLANT AND EQUIPMENT (BOOK VALUE) USED IN OPERATION OF BUSINESS

MAJOR ITEMS USED IN OPERATION OF BUSINESS This list should include items used exclusively for the construction and improvement of roads, bridges, hydraulic embankments and rights-of-way. Attach additional sheets if necessary. **SEE NOTE BELOW**

QUANTITY	DESCRIPTION & CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGE OFF	BOOK VALUE
1	Caterpillar 926M Wheel Loader	5	104,500	5000	100000
1	Caterpillar CP54B Padfoot roller	9	47,000	9000	36000
1	Caterpillar 313FL Excavator	8	72000	8000	64000
1	Caterpillar 311D Excavator	9	60000	9000	51000
1	Caterpillar 308 E Excavator	10	55000	10000	45000
1	Caterpillar 320 EL Excavator	6	72000	6000	66000
1	Caterpillar 740 Haul Truck	4	88000	4000	84000
1	Caterpillar 930 G Wheel Loader	5	80000	5000	75000
1	Caterpillar 745 C Haul Truck	8	100000	8000	92000
1	Caterpillar 928gz Wheel Loader	3	95000	3000	92000
1	Caterpillar 336 F Excavator	7	95000	7000	88000
1	Caterpillar 330F Excavator	8	86000	8000	78000
				TOTAL \$	783,000

NOTE: All Fixed Assets must be summarized at Book Value and show the depreciation charge-off for the items listed. Enter the total on the TOTAL \$ line on this page and line I of the balance sheet ; page six of the Contractors' Financial Statement, DOT Form 477.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2025

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

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

PRODUCER McGriff Insurance Services LLC 517 North Church Street Thomaston, GA 30286 706 647-8121		CONTACT NAME: Kayla McCullough PHONE (A/C, No, Ext): 706 647-8121 E-MAIL ADDRESS: Kayla.McCullough@mcgriff.com FAX (A/C, No): 888-831-8407	
INSURED Professional Pipeline LLC 2472 Autumn Maple Dr Braselton, GA 30517-6208		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company of SC INSURER B: Bridgefield Casualty Insurance Company INSURER C: Capitol Specialty Insurance Corp. INSURER D: INSURER E: INSURER F:	NAIC # 19259 10335 10328

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	S2536987	04/03/2024	04/03/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	S2536987	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$0			S2536987	04/03/2024	04/03/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	019654435	02/01/2024	02/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution CL			EV20210536023	06/14/2024	06/14/2025	2,000,000agg/1,000,000
A	Leased/Rented			S2536987	04/03/2024	04/03/2025	Limit \$240,000

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

**** Workers Comp Information ** Other States Coverage Proprietors/Partners/Executive Officers/Members**

Excluded:

Chris Opolka Blanket Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

City of Norcross
 65 Lawrenceville St.
 Norcross Ga 30071

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

AUTHORIZED REPRESENTATIVE

B. Scott Beattill

This page has been left blank intentionally.



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

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

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

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

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

Project Name: Anamanda close Headwall Replace Date of Project: 2/27/2025

Legal Name of Contractor: Professional Pipeline LLC

Address: 2472 Autumn Maple Dr City: Braselton State: GA Zip Code: 30517

Federal Work Authorization User Identification Number (E-Verify Number): 2450492 (4-6 digit numeric #)

Date of Authorization: 06/2024

EXEMPT: YES OR NO

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

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

Signature of Authorized Officer/Agent: [Signature] Date: 2/27/2025 Printed Name and Title of Authorized Officer/Agent: Pete Opolka Controller

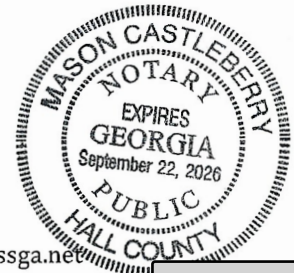
MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF February, 2025

Executed in Flowery Branch (City), GA (State)

[Signature]
NOTARY PUBLIC Signature

[Signature]
My Commission Expires



**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

**FOR BID BOND USE
ONLY**

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

A.M. DiGeronimo, Colin Y. Tumy, Michael R. DiGeronimo

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 28th day of February, 2025



APPENDIX F
ITB PW 25-05
ACKNOWLEDGEMENT OF ADDENDA

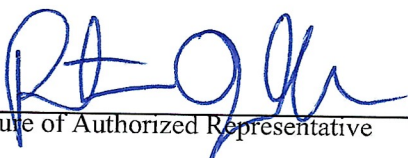
The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
1	2/10/2025	P.O.
2	2/18/2025	P.O.

☐ No addenda were received:

Acknowledged for: Professional Pipeline LLC

(Name of Firm)


 Signature of Authorized Representative

Pete Opolka

Name (Print or Type)

Controller

Title

2/27/2025

Date

Attachment: CON Agreement Professional Pipeline, LLC (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

APPENDIX G

ITB PW 25-05 PACKET CHECKLIST

FIRM NAME: Professional Pipeline LLC

PROJECT: Anamanda Headwall Replacement

DATE: 2/28/2025

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



Packet Checklist (attached to bid package)

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

Bid Package Components:

- ☐ Statement of Qualifications and Equipment (Appendix D)
- ☐ Bid Form (Appendix C)
- ☐ References (Form provided in Appendix E or in letter form)
- ☐ Acknowledgement of Addenda Form (Appendix F)
- ☒ Bid Bond if bid amount is over \$30,000
- ☐ Certificate of Liability Insurance
- ☒ [E-Verify Contractor & SAVE Affidavits](#) (with secure and verifiable document)

Mail or deliver to:
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Capital Projects Manager
ITB PW 25-05 – ANAMANDA CLOSE HEADWALL REPLACEMENT

Attachment: CON Agreement Professional Pipeline, LLC (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

References for Professional Pipeline LLC

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: City of Lawrenceville
 Description of Project: Stormwater Repairs
 Completion Date: 2/2/2025
 Contact Person: Eranildo Alves Jr
 Telephone: 678-407-6698 Fax: _____
 Email address: eranildo.lustosa@lawrencevillega.org

Company Name: Henry County Water Authority
 Description of Project: Henry County Annual Water Contract
 Completion Date: 12/31/2024
 Contact Person: Alan Branan
 Telephone: 678-409-6849 Fax: _____
 Email address: alan.branan@hcwa.com

Company Name: Compass Enterprises LLC
 Description of Project: City of Pendergrass Sewer Extension
 Completion Date: 10/24/2024
 Contact Person: Kevin Daniel
 Telephone: 770-876-1501 Fax: _____
 Email address: kdaniels246@gmail.com

Company Name: Gwinnett County Water
Description of Project: 18" Gravity Sewer Upgrade
Completion Date: 12/31/2023
Contact Person: Jarrod Daniel
Telephone: 678-409-6056 Fax: _____
Email address: jared.daniel@gwinnettcountry.com

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

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

APPENDIX D
ITB PW 25-05
STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder: Professional Pipeline LLC
- b. Permanent main office address, email address, & pertinent contact numbers:
2472 Autumn Maple Drive Braselton Ga, 30517
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. With what bank do you do business?
NOTE: Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, or other financial documents or reporting *may* be requested by City. If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected.

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years. Attached
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion). attached
- h. General character of work performed by your company. Utility Contractor
- i. Have you ever failed to complete any work awarded to you, if so, where, and why? No
- j. Have you ever defaulted on a Contract, if so, where, and why? No
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why? No
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed. See attached.
- m. How long do you warrant a project? 1 year

- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long? **No**

Approach:

- o. Implementation plan and timeline for the project Crew ready to start immediately.
- p. List your major equipment available for this contract. See attached
- q. List any subcontractors whom you would expect to use for the contract. None



Professional Pipeline LLC
2472 Autumn Maple Drive
Braselton Ga, 30517

Pertinent Contact Numbers and Email addresses.

Christopher A. Opolka
President
678-878-7314
Chris@professionalpipeline.net

Pete Opolka
Controller
770-408-8690
pete@professionalpipeline.net

Professional Pipeline, LLC
Schedule of Contracts in Progress
For the Ten Months Ended October 31, 2024
(Unaudited)

<u>Contract</u>	<u>Total Contract</u>			<u>For the Ten Months Ended October 31, 2024</u>					<u>At October 31, 2024</u>				
	<u>Contract Revenue</u>	<u>Estimated Gross Profit</u>	<u>Revenues Earned</u>	<u>Cost of Revenues</u>	<u>Gross Profit</u>	<u>Revenues Earned</u>	<u>Cost of Revenues</u>	<u>Gross Profit</u>	<u>Billed To Date</u>	<u>Estimated Cost to Complete</u>	<u>Contract Assets</u>	<u>Contract Liabilities</u>	<u>Est Comp Date</u>
Bailey Station Sitenwork	\$ 5,393,091	\$ 1,497,000	\$ 273,291	\$ 189,879	\$ 83,412	\$ 4,164,620	\$ 3,016,168	\$ 1,148,452	\$ 4,437,911	\$ 690,044	\$ -	\$ -	Mar-25
Diamante Sitenwork	3,490,526	875,000	2,931,275	2,198,456	732,819	2,654	-	2,654	2,997,411	417,070	-	63,482	Jan-25
Westwind Sitenwork Phase I	3,642,873	1,244,337	96,154	62,500	33,654	3,466,410	2,283,159	1,183,251	3,458,354	52,877	104,210	-	Jan-25
Cooper Park - Phase 2	1,932,886	574,616	433,333	325,000	108,333	1,484,796	1,022,900	461,896	1,836,242	10,370	81,887	-	Jan-25
Gwinnett Sewer Annual	1,493,450	625,000	-	-	-	1,358,542	790,000	568,542	1,493,450	78,450	-	134,908	Jan-25
Walker Grove Sitenwork	6,080,403	1,520,101	-	-	-	1,913,453	1,435,090	478,363	2,203,200	3,125,212	-	289,747	Jun-25
Bowers Phase 3 Utilities	709,620	125,000	-	-	-	333,799	275,000	58,799	340,565	309,620	-	6,766	Mar-25
Joy Lake Industrial Site	1,440,800	360,000	-	-	-	1,186,907	890,345	296,562	1,291,720	190,455	-	104,813	Jan-25
Oak Grove Sitenwork	3,190,250	797,563	-	-	-	2,926,671	2,195,003	731,668	2,860,326	197,684	66,345	-	Feb-25
Tributary Pod 1 Sitenwork	2,109,404	421,880	-	-	-	52,969	42,375	10,594	54,000	1,645,149	-	1,031	Mar-25
Westwinde Phase 2	6,770,000	1,692,500	-	-	-	-	-	-	-	5,077,500	-	-	Jun-25
Maxey Sewer Extension	1,559,861	389,965	-	-	-	-	-	-	-	1,169,896	-	-	Jul-25
	<u>\$ 37,813,164</u>	<u>\$ 10,122,962</u>	<u>\$ 3,734,053</u>	<u>\$ 2,775,835</u>	<u>\$ 958,218</u>	<u>\$ 16,890,821</u>	<u>\$ 11,950,040</u>	<u>\$ 4,940,781</u>	<u>\$ 20,973,170</u>	<u>\$ 12,964,327</u>	<u>\$ 252,442</u>	<u>\$ 600,747</u>	

1. How many years has your organization been in business? 9
 - a. Under your present business name? 9
 - b. As a General Contractor. 9 As a Subcontractor
2. List all other previous names for this organization.

N/A

3. List the construction experience of the principal individuals of your organization below:

INDIVIDUAL'S NAME	PRESENT POSITION OR TITLE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK
OFFICERS:			
Christopher A. Opolka	President/Owner	26	Business admin. Degree from West Georgia University Utility Manager for 25+ years. Installed Water, Sewer Storm drain systems for municipal and private devel. Storm installed up to 108" Gravity Sewer 60" complet 40+ relocation projects on time and on budget.

[illegible]

9. LIST ALL PRINCIPAL WORK (WITHIN GEORGIA AND ELSEWHERE) BY YOUR ORGANIZATION IN THE PAST THREE (3) YEARS.

Answer "YES", "NO" or "IN PROGRESS" to the questions in columns:

(E) (F) (G)

*LIST THE COMPLETE NAME AND ADDRESS FOR WHOM WORK WAS PERFORMED

(A) *NAME AND ADDRESS OF CONTRACTING AGENCY ENGINEER IN CHARGE *Address must be adequate to assure reply to inquiry and verification. Failure to receive reply will delay processing.	(B) NAME, LOCATION AND KIND OF WORK (If Highway construction give Project Number and County)	(C) NAME OF PRIME CONTRACTOR (If you are a subcontractor)	(D) CONTRACT AMOUNT (If subcontractor indicate subcontracted amount)	(E) WAS CONTRACT COMPLETED ON TIME (If "NO" explain under Number 12A)	(F) WERE THERE PENALTIES IMPOSED? (If "YES" give amount and explain under Number 12A)	(G) WERE THERE LIENS, CLAIMS, OR STOP NOTICES FILED? (If "YES" explain under Number 12A)
Rockdale County Water Resources 958 Milstead Ave NE #321 Conyers, GA 30012	Sewer Repair Rockdale County	Professional Pipeline LLC	3,025,700	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Templar Development 160 Whitney Street Fayetteville, GA 30214	Storm Drain, water, sewer McDonough GA	Professional Pipeline LLC	4,250,123	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Direct Community Homes 2570 Lake Erin Drive Tucker, GA 30084	Waterline, sewer Lift station Conyers Ga	Professional Pipeline LLC	1,250,000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
City of Pendergrass 65 Smith Bridges St Pendergrass Ga 30567	Pendergrass, Ga Boring, Gravity sewer	Professional Pipeline LLC	375000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Henry County Water Authority 100 Westridge Industrial Blvd McDonough Ga 30253	Water Sewer, boring Hwy 20/81 McDonough, GA	Professional Pipeline LLC	850000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
				☐ Yes ☐ No ☐ In Progress	☐ Yes ☐ No	☐ Yes ☐ No
				☐ Yes ☐ No ☐ In Progress	☐ Yes ☐ No	☐ Yes ☐ No
				☐ Yes ☐ No ☐ In Progress	☐ Yes ☐ No	☐ Yes ☐ No



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

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

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

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

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

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

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? Drivers License

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

MUST BE COMPLETED BY NOTARY

I, Pete Opolka (representative for) Professional Pipeline LLC
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

[Signature] 2/27/2025
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF February, 2025

Executed in Flowery Branch (City), GA (State)

[Signature]
NOTARY PUBLIC Signature

[Signature]
My Commission Expires



Professional Pipeline LLC

2472 Autumn Maple Drive

Braselton Ga, 30517

678-878-7314

Chris@professionalpipeline.net

Outfall Sewer and Force main Reference Sheet

#1: City of Lawrenceville Spruce Wood Court

18" Gravity Sewer Upgrade in 2023

We Installed new 18" ductile iron pipe in the same ditch as 12" existing pipe to upsize for capacity. Included bypass pumping during installation. We performed a 36" Cased jack bore on flat grade in house. Several existing 12" gravity sewer pipes had to be bypassed and tied in.

Owner: Gwinnett County **Contact:** Jarrod Daniel **Phone Number:** 678-409-6056

Email: jared.daniel@gwinnettcountry.com

Developer: Mustang Development **Contact:** Steve Peterson

Phone number 678-576-9579 **Email:** gee@mustangdev.com

#2 City of Pendergrass Sewer Outfall

8" and 10" Gravity Sewer

We installed 8" and 10" gravity sewer including a 240' Railroad Bore. Installed outfall sewer across GADOT Highway and railroad to tie in the City Hall to existing sewer. We performed on grade jack and bore in house. Much of this project was installed in-between houses, and in very tight and deep conditions.

Owner: Compass Enterprises LLC **Contact:** Kevin Daniel

Phone Number: 770-876-1501 **Email Address:** Kdaniels246@gmail.com

Project Engineer: Jackson County Water Authority **Contact:** Mitchell Redmon

Phone Number: 706-216-2315 **Email Address:** mitchell.redmon@jcwsa.com

#3 Eastview Road Sewer Outfall Extension

Lift Station Removed 2022

We installed 5000' of 8" Ductile Iron sewer along GADOT right of way to take offline existing pumpstation. The pipe was deep, in tough conditions. We had to use shoring and hammer rock out due to the close proximity to high pressure gas mains. Made live tie-ins to divert flow into new lines. Pump station left in place due to capacity issues. We also performed jack and bores and built a flow monitoring station for this project

Owner: Henry County Water Authority **Contact:** Bill Banks

Phone Number: 678-583-3864

Email: bill.banks@hcwa.com

Developer: Henry County Water Authority **Contact:** Chris Mckinney

Phone number 678-491-1118 **Email:** chris.mckenney@hcwa.com

Engineer: Henry County Water Authority

#4 Veterans Industrial Parkway Lift Station

Gravity Sewer and Force Main Installed 12" 10" 8" 6"

Gravity Sewer outfall sewer to tie in doghouse manhole along highway 162. 6" Force main installed from the new lift station to the tie in point of existing force main along the highway. We built the lift station in house only sub-contracting the electrical work. We performed live tie ins on existing force main and gravity sewer lines once the pump station was completed.

Developer: Direct Residential Homes **Contact:** Jared Brode

Email: Jared.brode@directresidentialhomes.com

Phone Number: 706-892-6634

Owner: Rockdale Water Resources **Contact:** Jerome Hawkins

Phone Number: 770-278-7461 **Email Address:** Jerome.hawkins@rockdalecounty.ga.gov

#5 Mountain Creek Regional Pump Station and Force main

Installed Complete lift station in house only subcontracted electrical work. 8" force main was 6000' along roadway to the tie-in of an existing manhole. Subcontractor cored existing manholes. We installed ARV's and plug valves throughout the project.

Developer: [Compass Enterprises LLC](#) **Contact:** [Kevin Daniel](#)

Phone Number: 770-876-1501 **Email Address:** kdaniels246@gmail.com

Owner: [Geo Sam Capital](#) **Contact:** [Brett Embry](#) **Phone Number:** 678-614-6329

Email Address: Brett.embry@gmail.com

#6 Hwy 20/81 Watermain/Sewer Relocation

We relocated 7000' of 12" Watermain in GADOT Right of way so Highway 20/81 could be widened to four lanes. Numerous bores and night tie-ins performed on the watermain. Sewer main was 12" Gravity installed in the same ditch as the existing clay 12" Main. We bypassed the existing flow during the new 12" installation. We bored the gravity bore on flat grade across Highway 20/81. We used the pilot bore method. Bore was a rock bore. Once all the sewer was completed, we had to perform live sewer tie ins and divert flows into the new lines.

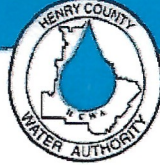
Owner: [Henry County Water Authority](#) **Contact:** Alan Branan

Phone Number: 678-409-6846

Email: allan.branan@hcwa.com

Contact: [Mitchell Benson](#)

Engineer: [Henry County Water Authority](#) **Phone number** 678-583-3829



Henry County Water Authority
Engineering Division

May 21, 2024

To Whom It May Concern:

I would like to take this opportunity to recommend the services of Professional Pipeline (PP). I have worked with Chris Opolka and his staff on numerous Henry County Water Authority projects over the years. PP has completed both water and sewer projects with our Capitol Improvements department and also, they currently hold our Annual Labor Water Line contract with our Construction and Inspections department.

HCWA has found Professional Pipelines staff to be experienced and capable of performing all phases of work related to water and sewer construction. I am confident that the quality of the work performed will be above average and will meet the required specifications.

Please contact me if you need additional information.

Thank you,

Bill Banks
Henry County Water Authority
Assistant Manager, Construction and Inspections

Email: mitchell.benson@hcwa.com

#7 Jodeco Road Phase 2 Sewer Main

We installed 3000' of 8" Gravity sewer outfall to new four lane Chen Parkway. Included 300' 24" open cut casing and rock excavation.

Owner: Hughes Construction Company **Contact:** David Hughes

Email Address: david@hughescompany.net **Phone Number:**

Engineer: Falcon Engineering **Contact:** Tyler Price

Email address: tprice@fdc-llc.com **Phone Number:** 770-389-8666

#8 Bowers Farm Outfall Sewer

We installed 8" outfall sewer for a new development. The Pipe was very deep in wet conditions. We installed 6000' of 8" pipe for the subdivision as well. We installed numerous manholes and laterals throughout the project.

Engineer: Moore and Bass Engineers **Contact:** Alex McCart

Email Address: amccart@drbggroup.com **Phone Number:** 404-823-2872

Owner: DRB Group LLC **Contact:** Robert DeLaney

Email Address: rdelaney@drbggroup.com **Phone Number:** 803-230-9301

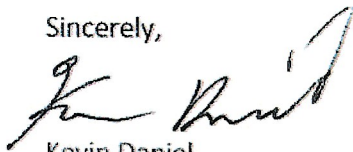
Compass Enterprises LLC

May 30, 2024

To Whom It May Concern:

Professional Pipeline LLC. has completed many water and sewer projects for me and other entities I have represented. The sewer project has been 8"-12" onsite and offsite. They have also complete lift station and force main work for me. They are more than capable of performing water and Sewer installation work within a subdivision, outfall work, and Right of Way work.

Sincerely,



Kevin Daniel

Compass Enterprises LLC

51 AQUILA WAY, DAHLONEGA, GA 30533
F 770-876-1501

Attachment: CON Agreement Professional Pipeline, LLC (25-7270 : Contract Award for Anamanda Close Headwall Replacement)



GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES

684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcountry.com | www.gwinnetth2o.com

Re: Letter of Recommendation
Professional Pipeline, LLC
5/22/2024

To whom it may concern,

I have worked with Chris Opolka (Professional Pipeline, LLC) on various utility projects in Gwinnett County for several years. Professional Pipeline LLC is an approved Gwinnett County Contractor on both our CIP and Development Pre-Qualified contractors list for water and sewer. Chris and his team have always been professional and work well with all Gwinnett County Inspectors.

If you need additional information, feel free to reach out to me at 678-376-6916.

Thank you,

A handwritten signature in blue ink, appearing to read "Jarrod Daniel", written in a cursive style.

Jarrod Daniel
Gwinnett County Department of Water Resources
Section Manager - Inspections

Reference Sheet

- **Allan Branan, Director of Henry County Water Authority Annual Contracts**
678-409-6846 allan.branan@hcwa.com
- **Jarrold Daniel, Section Manager DWR Gwinnett County** 678-409-6056
jarrod.daniel@gwinnettcountry.com
- **Cliff Hardin Director of Henry County Sewer Department** 470-273-2191
clifford.hardin@hcwa.co
- **Jerome Hawkins Rockdale County Sewer Department** 770-278-7461
jerome.hawkins@rockdalecounty.ga.gov
- **Jared Brode Land Development Manager** 706-892-6634
jared.brode@directresidentialhomes.com



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Professional Pipeline LLC	Owner: Christopher A. Opolka
Address: 2472 Autumn Maple Drive	
Braselton GA 30517	

Primary Source License Information

Lic #:	UC302558	Profession:	Utility	Type:	Utility Contractor
Secondary:		Method:	Application	Status:	Active
Issued:	10/6/2020	Expires:	4/30/2025	Last Renewal	3/28/2023
				Date:	

Associated Licenses

Relationship: Supervisor					
Licensee:	Freeland, Jason Keith	License Type:	Utility Manager		
License #:	UM001454	License Status:	Active		
Established:	10/6/2020	Association Date:	7/30/2020	Expiry:	8/9/2023
Type:	Prerequisite User				
Relationship: Supervisor					
Licensee:	Opolka, Christopher A	License Type:	Utility Manager		
License #:	UM000596	License Status:	Active		
Established:		Association Date:	3/9/2021	Expiry:	
Type:	Prerequisite User				

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: October 21, 2024 17:6:25

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at **844-753-7825**.



August 8th, 2024

Re: Reference Letter for Professional Pipeline LLC

To Whom It May Concern,

It is with pleasure that I have been asked to write a reference letter for Professional Pipeline LLC. I am the Director of Project Management at IPR Southeast LLC. (IPR) in Stone Mountain, GA. Before accepting the position at IPR, I was employed with W.L Jordan Engineering, HDR Engineering, and JACOBS. I have worked with Professional Pipeline on many occasions and more recently City of Alpharetta Annual Storm Rehab Project, City of Dunwoody Storm Rehab Project, and Dekalb County Storm Pipe Lining and would highly recommend them to anyone.

The work performed by Professional Pipeline has included the following:

- Dig and replace storm pipes up to 30" at depths 0-8'.
- Internal pipe repairs including invert restoration in larger diameter pipes
- Remove and replace storm structures such as manholes, catch basins, and headwalls.
- Remove and replace sidewalks and driveways.
- Remove and replace asphalt paving.
- Removal and replacement of fencing and other private structures
- Restoration of public and private property including grading, sodding, seed/straw, planting trees and shrubs, etc.

Communication during these projects was excellent. I could count on Professional Pipeline showing up on the job on time as the project schedule dictated. Work was done expeditiously but at the same time a great emphasis was placed on safety and workmanship. I received several comments from our clients that the work completed by Professional Pipeline was some of the best they had seen and further stated that they hoped IPR would continue to use them for future jobs. Professional Pipeline was very responsive and would make every effort to rearrange their schedule if I had a need for them to move up work in the schedule, and would also manage to take on changes in the work and still complete the tasks in the desired amount of time. At completion of each job, there was very little if any punch list or cleanup needed as Professional Pipeline took the time to complete the work entirely as the projects progressed.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
IPR Southeast LLC.

A handwritten signature in blue ink, appearing to read "Daniel Guse", is written over a faint, larger version of the same signature.

Daniel Guse
Director of Project Management
5207 Brer Rabbit Road
Stone Mountain, GA 30083
dguse@teamipr.com
404-324-6864 (cell)

IPR Southeast LLC 5207 Brer Rabbit Road Stone Mountain, Georgia 30083 PH 404-969-3073 Fax 404-969-3074

Attachment: CON Agreement Professional Pipeline, LLC (25-7270 : Contract Award for Anamanda Close Headwall Replacement)



CIVIL CONSTRUCTION
& UTILITIES, LLC.

Civil Construction & Utilities LLC

PO BOX 902 Jefferson GA 30549

Utility Contractor #302683

RE: Reference / Professional Pipeline LLC

To whom it may concern, I would like to recommend Professional Pipeline LLC (Chris Opolka) for Watermain projects of any size or diameter. I have personally seen projects of 8" diameter and up to 48" diameter in Gwinnett County alone. Some projects our company has hired his company perform projects for us and that alone speaks words as we only use highly skilled contractors within our circle. We have worked together for many years and would highly recommend his professional experience for any type of project consisting of Water or Sewer Mains of any capacity.

Jason Freeland

Utility Contractor License # 302683

Utility Manager Since 2001

Policy #0196-54435	Employee Name	Duties
	Aguilar Avina, Veronica	Grading
	Cortes, Angela	Waterline
	Cortes, Jose	Waterline
	Dukes, Jamell	Grading
	Faulkner Rodney	Service Mech:
	Flores Reyes, Ruben	Waterline
	Garcia Everado	Waterline
	Garcia, Luis	Waterline
	Garcia, Raymundo	Waterline
	Gilliam, Gregory	Grading
	Gilliam, Jeffery	Grading
	Gilliam Jr, Harold	Supervisor
	Holt, Andrea	Gre
	Holt, Ronnie	Grading
	Huff, Michael	Grading
	Leatherwood, Kyle	Sewer
	Lobaton Loreda, Hipolito	Sewer
	Lockridge Jr, Donald	Grading
	Martinez, Paulina	Sewer
	Matos, Giovanni	Grading
	McPherson, Damarco	Grading
	Mendoza Perez, Cristian	Waterline
	Mitchell, John	Waterline
	Nava, Alexander	Waterline
	Nava, Juan	Waterline
	Navarro, Jose	Waterline
	Newman, James	Grading
	Opolka, Christopher	Owner
	Opolka, Cydney	Clerical
	Opolka, Sophia	Clerical
	Opolka, Stacy	Clerical
	Penn, Michael	Grading
	Pepples, Andrew	Sewer
	Perez Berduo, Victor	Waterline
	Ramos, Maria	Clerical
	Reyes Silva, Maria Guadalupe	Waterline
	Rollins, Clifford	Supervisor
	Servin, Orlando	Sewer
	Stanley, Antione	Grading
	Thurmond, James	Supervisor
	Toney, Bryan	Grading
	Vaughan, Noah	Grading
	Yanez, Martin	Waterline



**City of Norcross
Department of Public Works**

**INVITATION TO BID
ANAMANDA CLOSE HEADWALL REPLACEMENT
ITB PW 25-05**

Attachment: ITB PW 25-05 Packet (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

City of Norcross

Department of Public Works

INVITATION TO BID ANAMANDA CLOSE HEADWALL REPLACEMENT ITB PW 25-05

OVERVIEW:

The City of Norcross is seeking sealed competitive bids from qualified contractors for the demolition and replacement of an existing headwall located on Anamanda Close in Norcross, Georgia.

All work must be completed in 90 days from when Notice to Proceed is issued and in accordance to industry specifications and standards.

The BID package should be clearly marked “**ITB PW 25-05 – ANAMANDA CLOSE HEADWALL REPLACEMENT**” on its face and submitted by **11:00 a.m. on February 28, 2025**, to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Capital Projects Manager
ITB PW 25-05 – ANAMANDA CLOSE HEADWALL REPLACEMENT

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on February 14, 2025**. A Q&A addendum will be posted within a week.

An ***optional, but highly recommended*** pre-bid meeting with a site visit will take place on **February 14, 2025, at 10:00 a.m.** at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **11:05 a.m. on February 28, 2025** at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

We appreciate your interest in the City of Norcross!

Attachment: ITB PW 25-05 Packet (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

BID CHECKLIST

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

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

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

1.0 **INTRODUCTION**

The City of Norcross is seeking sealed competitive bids from qualified contractors for the demolition and replacement of an existing headwall located along Anamanda Close.

1.1 **PROJECT SCOPE**

The project includes demolition of existing headwall, tree removal, pipe repairs, bypass pumping of creek, poured in place headwall, curb and gutter, grading, and grassing stabilization. **See Appendix B (site plans & map) for headwall detail.**

Location

Site location is along Anamanda Close between Gwinnett County parcels 6224 074 and 6224 404

1.2 **GENERAL INFORMATION**

1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.
2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).
3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.
4. The City of Norcross reserves the right to cancel this solicitation at any time when it is determined to be in the best interest of the City.
5. The City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
6. The City of Norcross reserves the right to approve sub-contractors.
7. Any selection made because of this notice will be based strictly on qualifications and adherence to the submission guidelines, without regard to race, color, religion, sex, or national origin.
8. It is the responsibility of all firms interested in submitting a bid for this advertisement to routinely check the posting on the website for any revisions to this solicitation and addenda issued.
9. It is the responsibility of all firms to read this advertisement in detail and provide all requested information including forms and appendices.
10. Incomplete submittals will be considered non-responsive, thus disqualified.

Late submittals will not be accepted.

1.3 BID SUBMISSION GUIDELINES

Bidding requirements will consist of the following:

1. Statement of Qualifications and Equipment
2. Bid Form
3. References
4. Acknowledgement of Addenda
5. Bid Bond (if bid amount is over \$30,000)
6. Certificate of Liability Insurance
7. [E-Verify Contractor & SAVE Affidavits \(with secure and verifiable document\)](#)

1.4 SCHEDULE OF EVENTS

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

1.5 COMMUNICATIONS WITH STAFF

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

Company Name

1. Question

Citation of relevant section of the ITB

2.0 REQUIREMENT

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

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

2.1 GENERAL CONDITIONS

2.1.1 Qualifications

2.1.1.1 Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude. Bidders must provide their own materials and tools for this contract.

2.1.1.2 Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work.

Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the bid amount is greater than \$30,000.00, then bids must be accompanied by an acceptable bid bond in an amount not less than five percent (5%) of the bid amount per section. Failure to submit a bid bond will be a cause for rejection.

2.3 JOINT VENTURES

- 2.3.1** Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

2.4 AUTHORITY TO SIGN

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

2.5 RIGHTS RESERVED

- 2.5.1** The City of Norcross reserves the right to reject any or all bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that the City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, their financial responsibility, costs and bid amount, work of this type successfully completed and past performance with the City of Norcross.
- 2.5.2** Bidders are advised to examine all corresponding documents carefully and to make examinations of the site(s) of the proposed work, as necessary, to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- 2.5.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.

2.6 AWARD OF CONTRACT

- 2.6.1** Contract will be made to the **most responsive and responsible lowest bidder**.

Contracts will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with submission guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.

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

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest.

The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest bidder at its discretion.

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

- Bid price
- Compliance with submission guidelines and specifications (including any required forms and documents)
- Ability to perform scope of work and meet deadlines
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your evaluation if we are not able to contact your references, or they do not respond in time. References will be contacted within a week of the submission deadline.

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

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

- 2.6.2** Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. Due to time constraints on this contract, it is mandatory that the work be performed simultaneously and immediately. A bidder's failure to demonstrate the ability to proceed as required may result in contract cancellation, as deemed in the City's best interest.

- 2.6.3** Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, contract cancellation, re-

advertising of any and/or all these contracts, or awarding any or all of the contract to the next **most responsive and responsible lowest bidder**.

- 2.6.4** If the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross prior to execution of contract. Bonds given shall meet the requirements as listed in this ITB.

2.7 PRODUCTION REQUIREMENTS

- 2.7.1** The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB within 90 days from the Notice to Proceed.

2.8 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.8.1** Payment shall be provided based on the cost schedule provided in bidder's response. Bidder shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater & Roads Superintendent at 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
- 2.8.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage.

2.9 LOCATION AND SITE(S)

- 2.9.1** The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.
- 2.9.2** The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.

2.9.3 The Contractor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

2.9.4 The Contractor is responsible for the location of, above and below ground utilities and structures, which may be affected by the work.

2.10 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.11 MATERIALS

2.11.1 Unless otherwise specified in the Contract, the bidder shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of this project.

2.11.2 All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required shall expressly run to the benefit of the City.

2.12 INSPECTION

The City of Norcross does not commit to having a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fails to meet standards or any retesting that is required will be at the Contractor's expense.

2.13 NON-COLLUSION

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

2.14 CONTRACT REQUIREMENTS

2.14.1 The successful bidder is required to do the following within ten (10) days

of Notice:

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

2.14.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.14.1.1.3 Provide bonding as required by the ITB documents.

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

2.15 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.15.1 Permits

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

2.15.2 Work Hours

8:00am to 10:00pm Monday through Friday and 10:00am to 8:00pm on Saturdays and city holidays. Construction activity may occur on Sundays and outside of mentioned hours specified on other days of the week when the contractor applies for, and is granted, a variance by the Director of Community Development and Planning.

2.15.3 Detour/Closures

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

2.15.4 Residential Refuse

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

2.15.5 Project Briefing

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

2.15.6 Disposal of Refuse

The Contractor shall be solely responsible for disposing of materials and

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

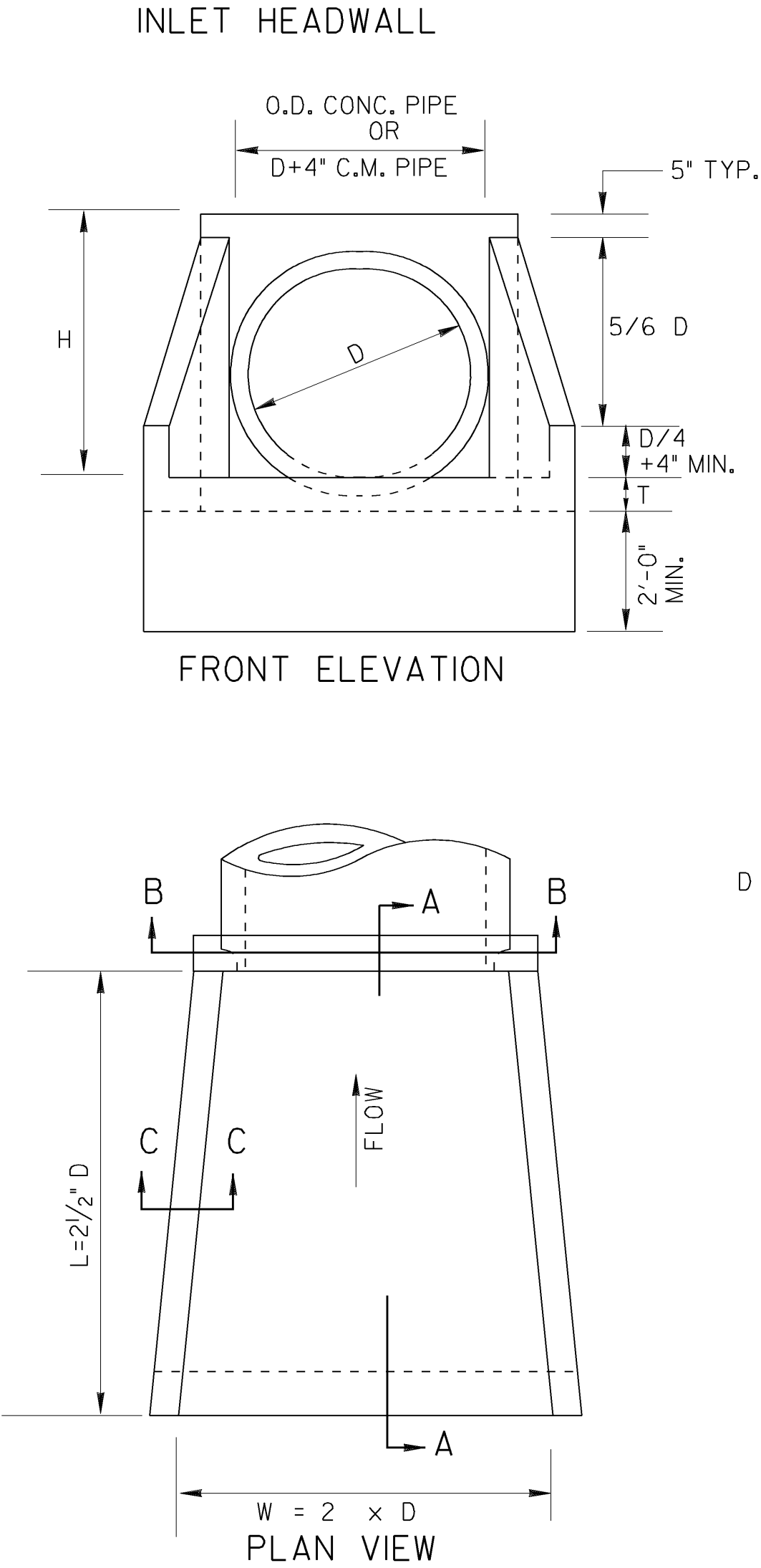
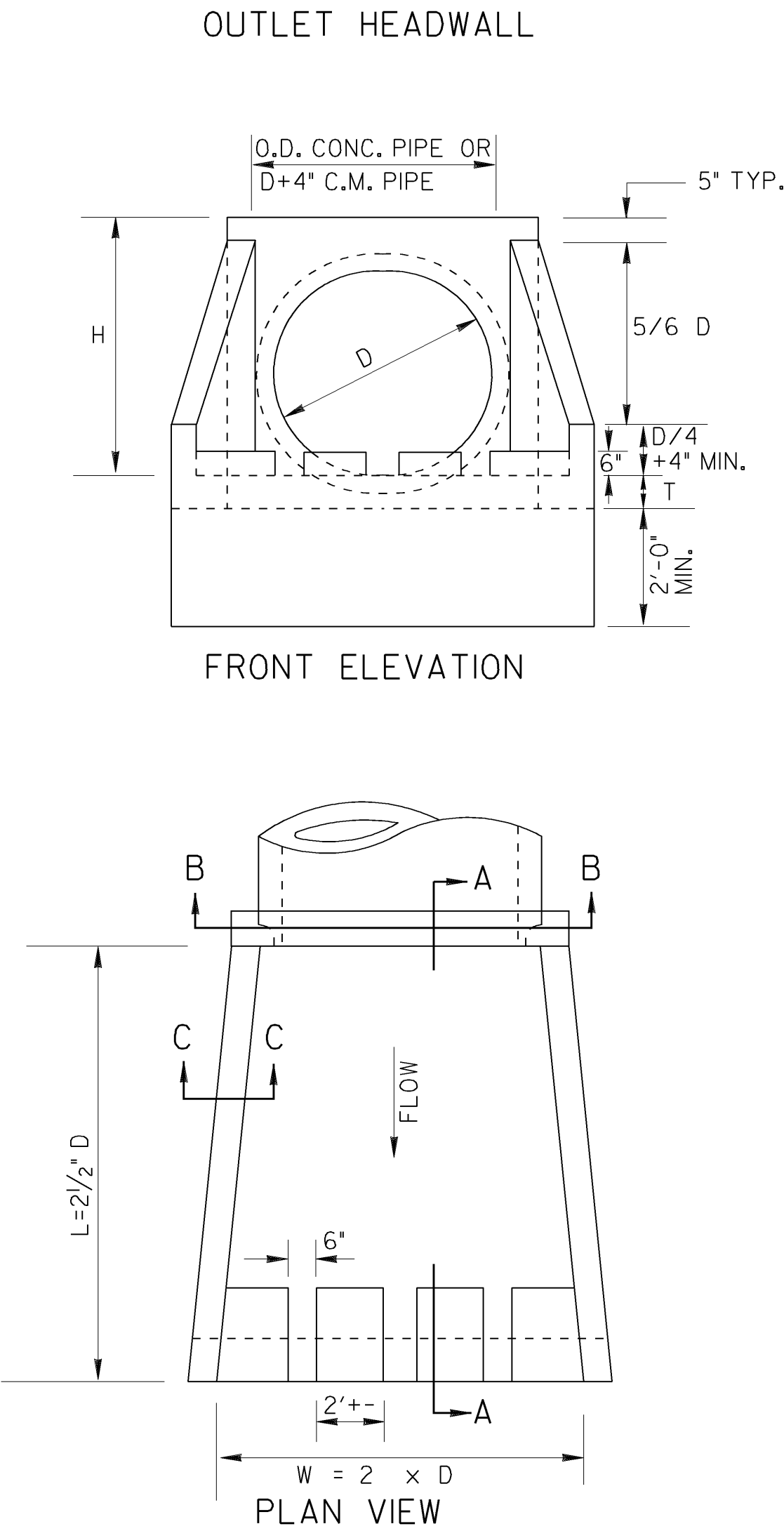
APPENDIX A
ITB PW 25-05
SCHEDULE OF EVENTS

Event:	Date:
Release of ITB	January 27, 2025, 10:00 a.m.
Pre-bid Meeting (<u>Optional but highly recommended</u>)	February 14, 2025, 10:00 a.m.
Deadline for Written Questions	February 14, 2025, 5:00 p.m.
Bids Due	February 28, 2025, 11:00 a.m.
Public Bid Opening and Reading	February 28, 2025, 11:05 a.m.
Bid Review/Evaluation	On/About March 2025
Contract Award	On/About April 2025

APPENDIX B
ITB PW 25-05
SITE PLANS & MAP

Attachment: ITB PW 25-05 Packet (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



D = INSIDE DIAMETER OF PIPE

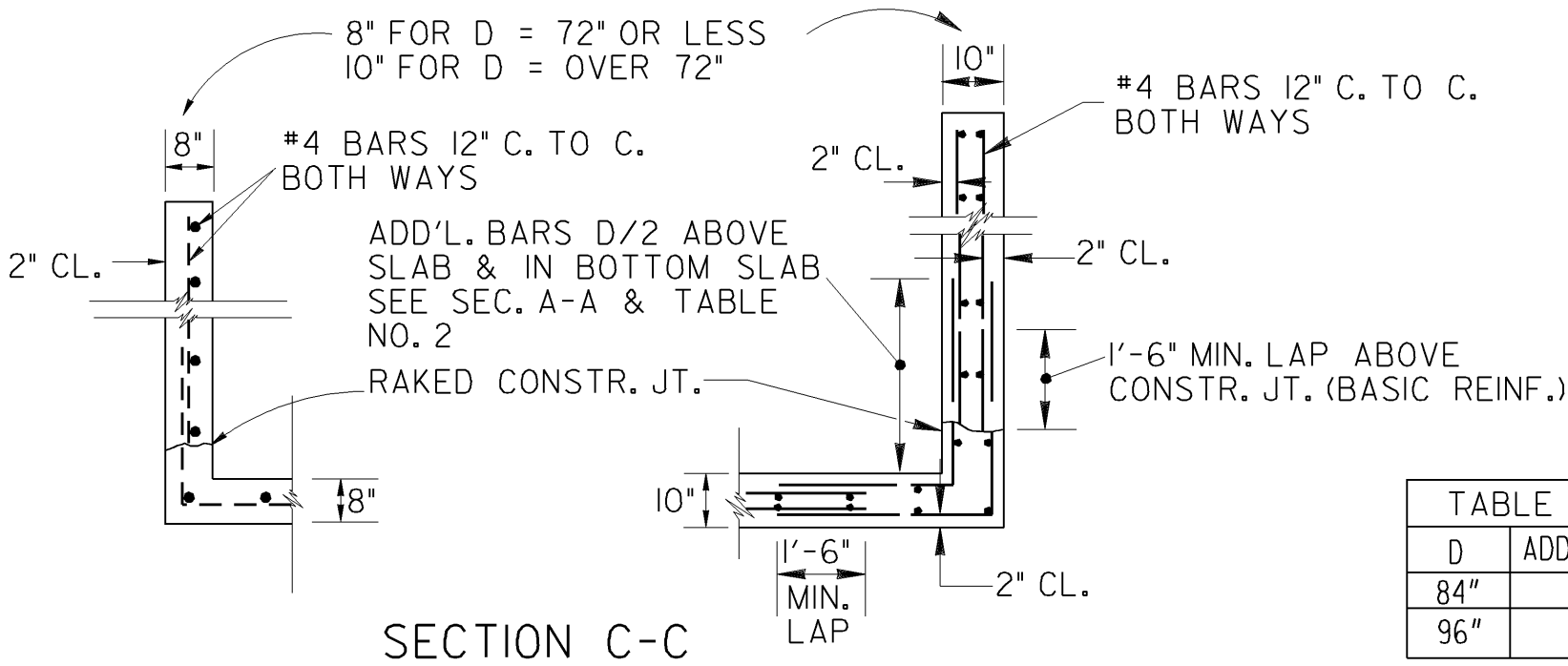
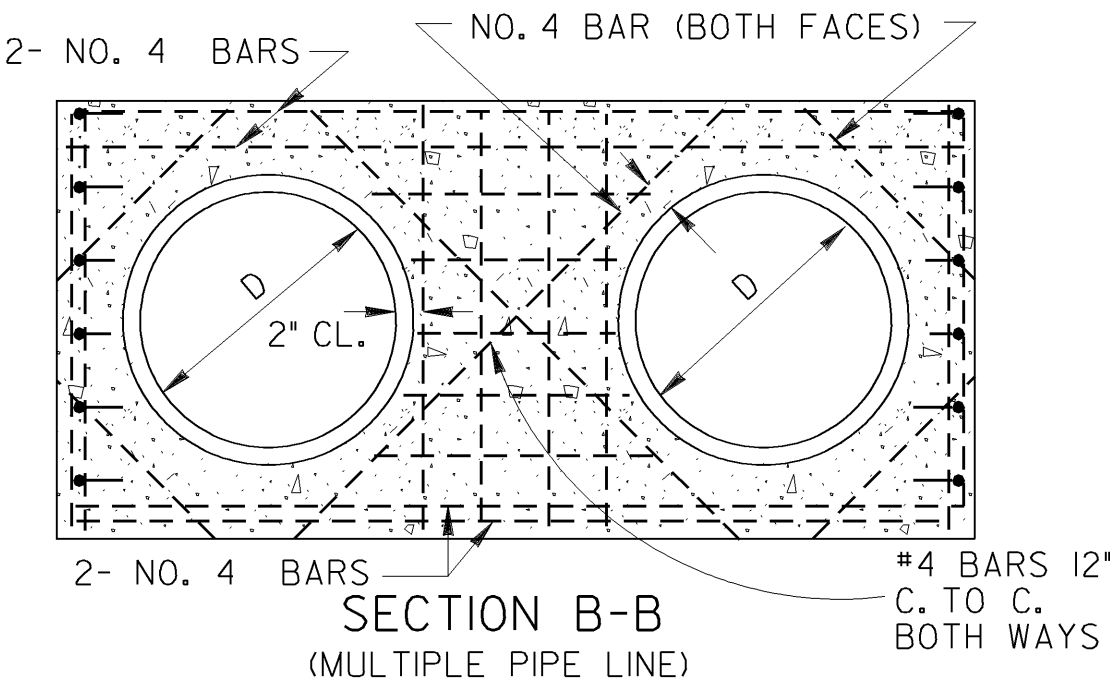
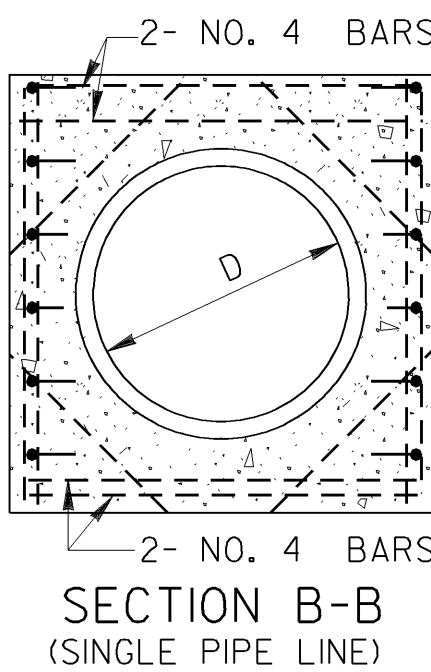
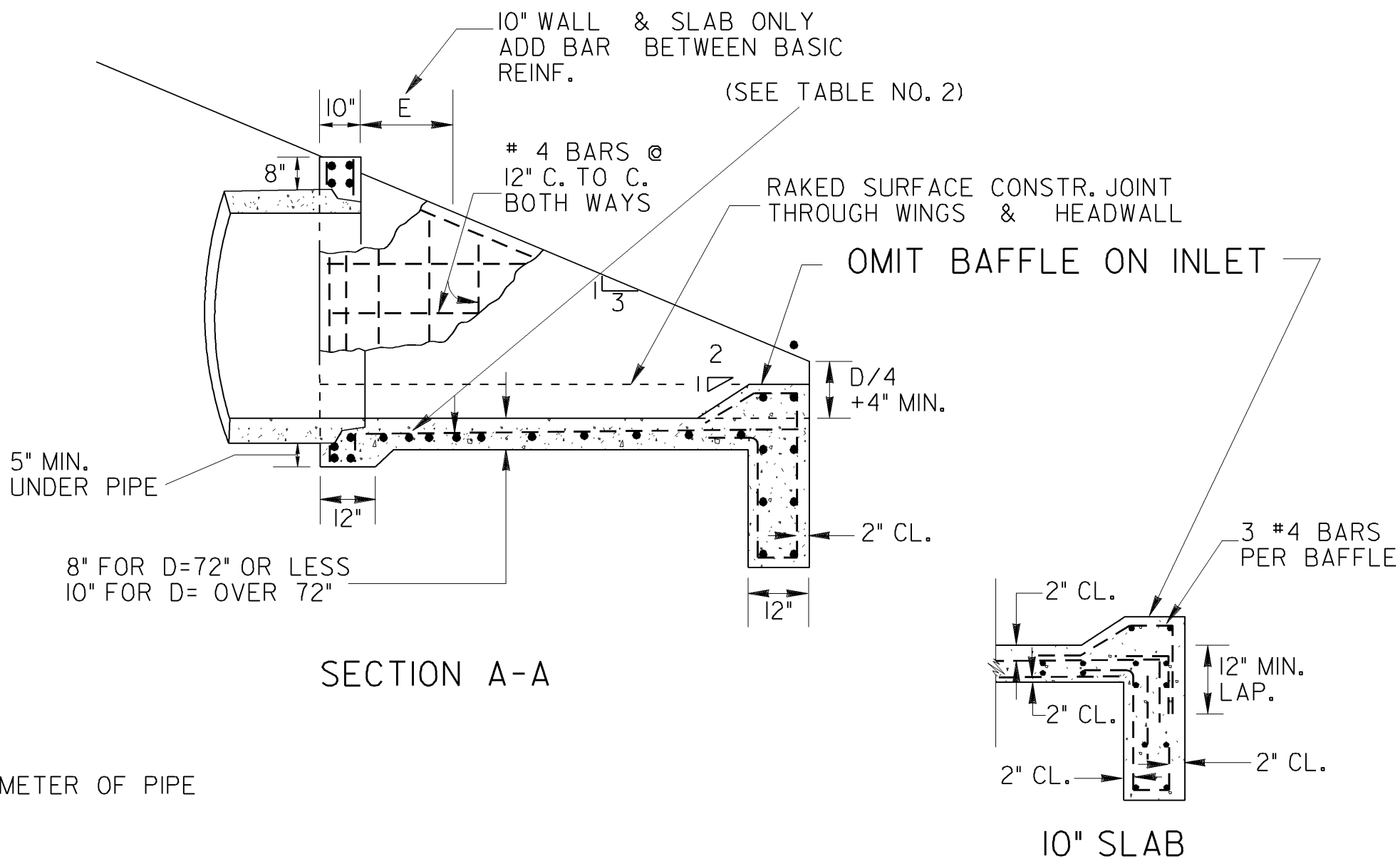


TABLE NO. 2		
D	ADD'L.BAR	E
84"	#4	5'
96"	#4	8'

ADDITIONAL BAR DETAIL

TABLE NO. 1- QUANTITIES FOR HEADWALLS									
CU. YDS. CONCRETE (PAY QUANTITIES)					LBS. STEEL (GIVEN FOR INFORMATION ONLY)				
FOR SINGLE LINE		ADD FOR ADD'L LINE			FOR SINGLE LINE		ADD FOR EACH ADD'L LINE		
D	INLET	OUTLET	INLET	OUTLET	INLET	OUTLET	INLET	OUTLET	
15"	0.87	0.93		0.60	0.66	102	113	73	83
18"	1.10	1.16		0.85	0.93	106	117	93	104
24"	1.61	1.69		1.29	1.37	127	138	124	134
30"	2.21	2.32		1.83	1.96	170	180	154	164
36"	2.92	3.05		2.49	2.63	238	254	196	212
42"	3.73	3.87		3.00	3.17	290	306	231	247
48"	4.62	4.80		3.58	3.74	335	351	265	281
54"	5.63	5.83		4.17	4.38	407	428	319	340
60"	6.72	6.95		4.82	5.01	456	477	360	391
72"	9.22	9.48		6.24	6.46	623	649	475	494
84"	14.84	15.19		9.05	9.29	1517	1539	1017	1044
96"	18.88	19.27		11.13	11.41	2118	2150	1323	1350

*NOTE:
QUANTITIES SHOWN WILL BE ACTUAL PAY QUANTITIES FOR CLASS 'A' CONCRETE, INCLUDING REINFORCED STEEL. NO ADJUSTMENT WILL BE MADE FOR AS BUILT QUANTITIES.

D - INSIDE DIAMETER OF PIPE CULVERT

H = D + 10" MIN. FOR C.M. PIPE
H = D + PIPE WALL THICKNESS + 8" FOR CONC. PIPE
(13/12 D + 9" TYP.)

T = 8" FOR D = 72" OR LESS
T = 10" FOR D = OVER 72"

DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
REVISION	STANDARD TAPERED INLET HEADWALL - OUTLET HEADWALL (BUILT-IN-PLACE)	
NO SCALE	REV. & REDR. OCT., 1999	
DES. (SUBMITTED)	DRW. (APPROVED)	
TRA. (APPROVED)	CHK. (APPROVED)	
NO. 1125		NUMBER 1125



1/24/2025 1:19:47 PM

Map Title

Anamanda Close Headwall Replacement

Triple 66 Inch
Headwall

0 25 50
ft

ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map.

APPENDIX C

ITB PW 25-05 BID FORM

This form is mandatory, and must be included in the bid packet:

Anamanda Close ANAMANDA CLOSE HEADWALL REPLACEMENT				
ITEM #	LINE ITEM	UNITS	QUANTITY	TOTAL
1	Headwall Demo	Lump Sum	1	\$
2	Tree Removal	Lump Sum	1	\$
3	Pipe Repairs	Linear Feet	30 FT	\$
4	Bypass Pumping of Creek	Lump Sum	1	\$
5	Poured in Place Headwall - Triple 66 Inch Pipe - Gwinnett County Standards	Lump Sum	1	\$
6	Rip Rap Type 1	Tons	16	\$
7	Rip Rap Type 3	Tons	40	\$
8	Curb And Gutter	Linear Feet	40 FT	\$
9	Grading Complete	Lump Sum	1	\$
10	Mobilization	Lump sum	1	\$
11	Grassing stabilization	Lump Sum	1	\$
		TOTAL		\$

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Firm Address: _____

Attachment: ITB PW 25-05 Packet (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

APPENDIX D

ITB PW 25-05

STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder:
- b. Permanent main office address, email address, & pertinent contact numbers:
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. With what bank do you do business?
NOTE: Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, or other financial documents or reporting *may* be requested by City. If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected.

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. How long do you warrant a project?

- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- o. Implementation plan and timeline for the project
- p. List your major equipment available for this contract.
- q. List any subcontractors whom you would expect to use for the contract.

APPENDIX E

ITB PW 25-05

REFERENCES

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

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

Alternatively, Bidders are welcome to provide four (4) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX F
ITB PW 25-05
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

Attachment: ITB PW 25-05 Packet (25-7270 : Contract Award for Anamanda Close Headwall Replacement)

APPENDIX G

ITB PW 25-05

PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (attached to bid package)

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

Bid Package Components:

_____ Statement of Qualifications and Equipment (Appendix D)

_____ Bid Form (Appendix C)

_____ References (Form provided in Appendix E or in letter form)

_____ Acknowledgement of Addenda Form (Appendix F)

_____ Bid Bond if bid amount is over \$30,000

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#) (with secure and verifiable document)

Mail or deliver to:
 City of Norcross Public Works Department
 345 Lively Avenue
 Norcross, GA 30071
 Attn: Charlene Marsh, Capital Projects Manager
 ITB PW 25-05 – ANAMANDA CLOSE HEADWALL REPLACEMENT

Attachment: ITB PW 25-05 Packet (25-7270 : Contract Award for Anamanda Close Headwall Replacement)


Department of Public Works

345 Lively Avenue, Norcross GA 30071

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

www.norcrossga.net

Bid Tabulation
Anamanda Close Headwall Replacement
ITB PW 25-05
February 28, 2025
345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount
Cajunn Construction and Rehabilitation Inc.	\$266, 608.00
Construction 57 Incorporated	\$268,600.00
Tri Scapes LLC	\$322, 249.50
The Dickerson Group	\$87,740.40
GS Construction Inc.	\$207,600.00
Lagniappe Development Co.	\$298,416.00
Suncoast Restoration and Waterproofing LLC	\$239, 600.00
Professional Pipeline LLC	\$59, 740.00

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



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7271	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Contract Award for Cured-In-Place Pipe (CIPP) Relining		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contract Award for Cured-In-Place Pipe \(CIPP\) Relining 4.7.25](#)
2. [CON Agreement Southern Premier Contractors, Inc.](#)
3. [Stormwater Pipe Summary](#)
4. [ITB PW 25-06 Packet](#)
5. [ITB PW 25-06 Bid Tabulation](#)

Title

Contract Award for Cured-In-Place Pipe (CIPP) Relining

Drafter

Len Housley

Motion

A motion to Approve/Deny the contract between the City of Norcross and Southern Premier Contractors, Inc. for the CIPP (Cured-In-Place Pipe) relining project, at a total cost of \$857,432.50, to be funded from the Stormwater Fund.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7271

Title: Contract Award for Cured-In-Place Pipe (CIPP) Relining

CC: Eric Johnson, City Manager

Recommendation

Approve contract between the City of Norcross and Southern Premier Contractors, Inc. for CIPP relining.

Background

The Department of Public Works issued an Invitation to Bid for CIPP relining. The City received nine total bids, and Southern Premier Contractors was the most responsive and responsible lowest bidder. In addition to submitting the lowest bid, Southern Premier Contractors, Inc. complied with the specification guidelines, showed evidence of experience and qualifications, and provided proof that they are qualified to carry out the scope of work.

The Project will reline 34 pipes for a total of 3,454 linear feet.

Financial Impact

\$857,4325 (Base bid of \$779,487 + 10% contingency) from Stormwater Fund.

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

1. Continues to define Norcross' sense of place
2. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

CON Agreement Southern Premier Contractors, Inc.
 Stormwater Pipe Summary
 ITB PW 25-06 Packet
 ITB PW 25-06 Bid Tabulation

Update

***CONTRACT BETWEEN
SOUTHERN PREMIER CONTRACTORS, INC.
AND
THE CITY OF NORCROSS
FOR CIPP RELINING***

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Agreement for CIPP RELINING

This Agreement, made and executed as of the _____ day of _____, 2025 by and between Southern Premier Contractors, Inc. with a place of business at 3395 Lawrenceville Hwy. Lawrenceville, GA 30044 (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to CIPP RELINING (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **February 28, 2025** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Invitation to Bid (ITB PW 25-06).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

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

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

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

1. Was known to the Contractor (and previously unrestricted) before disclosure of primary data to Contractor under this Agreement or before generation of secondary data;
 2. Is subsequently acquired by the Contractor from a third party who was not in default of any obligation restricting the disclosure of such information; or
 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this non-disclosure obligation, Contractor may nevertheless draw upon its experience in its future association with other Clients.

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

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

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

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

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

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver*. Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability*. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies*. The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Contractor here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership*. client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of contractor to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity*. Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement*. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

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

Contractor

By: _____

Title: _____

Client

By: _____

Title: _____

APPENDIX A – SCOPE OF SERVICES FOR CIPP RELINING



SOUTHERN PREMIER CONTRACTORS, INC.

MICHAEL MASSEY — CEO

3395 LAWRENCEVILLE HWY, LAWRENCEVILLE, GA 30044

(P): 770-533-0311

MICHAEL@SOUTHERNPREMIERCONTRACTORS.COM

UTILITY CONTRACTOR LICENSE NO. UC302117

COVER LETTER

February 24th, 2025

RE: ITB PW 25-06

To Whom It May Concern,

Southern Premier Contractors, Inc. is pleased to submit our qualifications and experience to work on the CIPP RELINING project (**ITB PW 25-06**).

Southern Premier Contractors was formed in 2001. Early work began in the residential development sector and has grown into a service contractor for municipalities. Our goal is to help municipality owners to stay within regulations and perform maintenance and repair commitments. In the last 12 years, we have specialized in large to small pipe diameter repair/replacements, pipe rehabilitation CIPP, manhole repair/rehab, curb, driveway, landscape restoration and detention pond clean out. We perform a variety of skilled tasks in the field operations of CCTV instrumentation and data collection using PACP technicians. We are a licensed utility contractor in the state of Georgia.

SPC is currently an on-call service contractor for the City of Dunwoody, Gwinnett County Department of Water Resources, Barrow County, City of Duluth and City of Sandy Springs. Additionally, we previously served this role for the City of Brookhaven and the City of Doraville.

We provide value for our customers with open communication, experience, attention to detail and maintaining the highest quality of work. Please do not hesitate to contact me directly if you have any additional questions at **770-231-6764** or via email at michael@southernpremiercontractors.com.

Southern Premier Contractors, Inc.
3395 Lawrenceville Hwy, Lawrenceville, GA 30044
Office: **770-533-0311**

Thank you,

Michael Massey
President



28	Pipe 975	125 Lawrenceville St	36	106	\$225	\$23850
29	Pipe 976	125 Lawrenceville St	36	26	\$225	\$5850
30	Pipe 1565	Executive Way	36	241	\$250	\$60250
31	Pipe 1557	Marshes Glenn Drive	36	131	\$250	\$32750
32	Pipe 1628	Rails Way	42	339	\$280	\$94920
33	Pipe 1629	Rails Way	42	97	\$280	\$27160
34	Line 1482	Anamanda Close	66	77	\$490	\$37730
35	Line 1483	Anamanda Close	66	77	\$490	\$37730
36	Line 1484	Anamanda Close	66	77	\$490	\$37730
37	N/A	Pipe Cleaning	N/A	3454	\$5	\$17270
38	N/A	CCTV	N/A	3454	\$3	\$10362
39	N/A	Mobilization		Lump Sum	\$3600	\$3600
TOTAL COST (Sum of items 1-39)					\$779,487.00	

APPENDIX E
ITB PW 25-06
STATEMENT OF QUALIFICATIONS AND EQUIPMENT

About the Firm:

a) *Name of Bidder:*

- Southern Premier Contractors, Inc.

b) *Permanent main office address, email address, & pertinent contact numbers:*

- Our main office is located at 3395 Lawrenceville Hwy, Lawrenceville, GA 30044.
Viable contacts are:
 - Michael Massey, michael@southernpremiercontractors.com, 770-231-6764.
 - Debbie Massey, debbie@southernpremiercontractors.com, 770-235-0690.

c) *How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?*

- Our firm has been operating under our current name for approximately 24 years, and we have no previous firm names. We are organized in Lawrenceville, GA

d) *Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.*

- Michael Massey, President of Operations, 30+ years of experience in grading, general contracting, stormwater repair and replacement. Michael has installed thousands of feet of steam and water cured CIPP, CCP and has added UV CIPP to his list of services available.
- Armando Tinajero, Foreman/Operator, 15+ years of experience in heavy equipment operation, stormwater repair and replacement, CIPP lining and CDL holder.
- Arturo Morales, Foreman/Operator, 15+ years of experience with operating heavy equipment, supervising and transporting equipment.
- Doug Smith, CCTV/Vac Equipment Operations Manager, 20+ years of experience in videoing, cleaning and evaluating stormwater. Doug is NASSCO certified and stays up to date on his credentials.

e) *With what bank do you do business?*

- Southern Premier Contractors, Inc uses Truist Bank. Financial statements can be provided upon request.

Experience:

Southern Premier Contractors, Inc. serves as a prime contractor for stormwater repair for Gwinnett County, the City of Dunwoody, the City of Duluth and an on-call contractor for Barrow County.

f) *Attach a list of 3-5 similar projects completed in the last 5 five years.*

- **2815 Cammie Wages Rd.** — Summary of job: Remove existing pipe, pour 15 yards of reinforced steel, remove 4 trees, channel excavate 480 CY, Haul in 51 CY suitable soil, remove 289 CY unsuitable soil, CCTV and clean 116' of 30" pipe, perform 14 internal point repairs, line 116' of 30" with steam cured CIPP, place 2 headwalls, post CCTV 116'.
- **1907 KingsPointe Lane** — Summary of job: Remove 5 drainage structures, remove 39' existing pipe, 215' clearing and grubbing, remove 4 trees, place 29 tons classified stone, CCTV and clean 203' of 24" and 30" pipe. 80' of internal point repairs, 2 bypass pump placements, line 78' of 24" pipe with steam cured CIPP, line 125' of 30" pipe with steam cured CIPP, landscape disturbed areas.
- **985 Mercury Drive** — Summary of job: Remove 3 drainage structure, CCTV and clean 416' of 30" and 36" pipe, perform 34 internal point repairs, line 262' of 30" pipe with CIPP, line 154' of 36" with CIPP, install new 36" headwall, post CCTV.
- **1147 Fountain Lakes Drive** — Summary of job: CCTV and clean 79' of 54" pipe, install new invert, bypass, spray 79' of 54" with cementitious geopolymer spray 1.5" thick. Post CCTV
- **421 Beaver Ruin Rd.** — Summary of job: Remove 108' existing pipe, 2 tree removals, 615CY borrow excavation, 1545CY spoil removal, 742 Tons classified stone, poured 17 SY sidewalk 4" thick, install 101' of high back curb and gutter, CCTV and clean 897' storm lines, install 91' of 72" corrugated metal pipe, spray 800' CCP for 72" pipe. Post CCTV.

g) *Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).*

- Annual Gwinnett County stormwater contractor for the next 5 years. Gross annual budget is between 6-12 million. On call stormwater contractor for the City of Dunwoody. The current contract is through 2027. Gross revenue from that contract

is approximately 2 million. On call stormwater contractor for City of Duluth. Gross revenue from that contract is approximately 3.5 million.

h) *General character of work performed by your company.*

- Southern Premier Contractors, Inc. specializes in large to small pipe diameter repair/replacements, pipe rehabilitation CIPP, manhole repair/rehab, curb, driveway, landscape restoration and detention pond clean out. We perform a variety of skilled tasks in the field operations of CCTV instrumentation and data collection using PACP technicians.

i) *Have you ever failed to complete any work awarded to you, if so, where, and why?*

- No, we have not failed to complete any work awarded to us.

j) *Have you ever defaulted on a Contract, if so, where, and why?*

- No, we have not defaulted on a Contract.

k) *Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?*

- No, we have not failed to complete a project in time.

l) *List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.*

- Southern Premier Contractor, Inc was contracted by Gwinnett County for an emergency sinkhole job on Beaver Ruin Road late last year. This job had to be done quickly and efficiently due to the area. We were able to secure the area, mobilize and begin repairs immediately. Upon completion we had removed 108' of damaged 72" pipe, replaced it with new, lined the entire 800' of 72" pipe with CCP, replace the sidewalk, curb and asphalt and demobilize in just a few weeks' time. The project was invoiced for just over \$1,000,000.00.

m) *How long do you warrant a project?*

- Southern Premier Contractors guarantees the integrity of our materials and craftsmanship. We warrant our work for one year from completion.

n) *Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?*

- Yes, for one year per bond.

Approach:

o) *Implementation plan and timeline for the project*

- Project will commence within 10 days of NTP with initial CCTV and cleaning. After inspecting the job and evaluating CCTV footage a repair plan will be created. If internal repairs are needed those will begin and the liner will be ordered. When the liner arrives it will be installed, structures will be repaired or replaced, and the post CCTV will be done.

p) *List your major equipment available for this contract.*

- Southern Premier Contractors, Inc has access to specialized equipment for stormwater needs. These include:
 - 2024 Kenworth T380 w/2023 Rush Steam Generation II
 - 2021 Sullair Portable Air Compressor
 - Freightliner M2
 - 2011 International 4400 Single-Axle Water Truck
 - F450 Tool Truck
 - 2024 Peterbilt 389 w/ Low Boy Trailer
 - (2) 2024 Isuzu Tool Trucks
 - Various Trailers and Reefers
 - M-tec Duo Mix 2000 230v Plaster Machine
 - 2012 SULLAIR 900HDTQCQA Compressor
 - Forklift Heli MD CPYD35-KU1H
 - Forklift Heli 7k RT 35 CPCD5-KU5Y2G3
 - Genie GTH 5519 Mini Handler
 - Skytrac Telehandler
 - IMAR Sprayer
 - Atlas Air Compressor #1
 - (2) 2-Robot Pipe Trekker A-200x
 - Atlas Copco Air Compressor #2
 - Pump Hdy 3" w/coupler
 - HPP18V-FLEX HYCON 18BV 5/8/10GPM
 - Hycon HPP18V-Flex and Pump Hyd 3" w/coupler
- For CCTV pipe inspections and pipe cleaning, we use the following vehicles:

- (2) 2016 MERCEDES-BENZ SPRINTER M2CA170 3500
- (2) RC90 Cameras on crawlers w/auxillary lights
- 2020 PETERBILT 567 w/Vactor 2115P-16
- 2021 PETERBILT 567 w/Vactor 2115P-18/827
- We maintain a diverse fleet of over 30 trucks and utility vehicles, including Ford F-Series Super Duty trucks (F-250, F-350, F-450, F-550), Peterbilt dump trucks, transit vans, box trucks, and specialized cutter trucks equipped for pipeline and utility work.

Other major equipment available includes:

- 2024 Bandit Intimidator 18XP Chipper
- 2019 Bobcat MT85 T4
- Cat 953C Crawler Loader
- 2005 Cat 950G Series II Wheel Excavator
- 1997 Cat 815F Soil Compactor
- 2006 Cat CB224E Vibratory Double Drum Compactor
- 2013 John Deere 843K Wheeled Feller Buncher
- 2002 John Deere 330C Excavator
- Komatsu PC400LC-7EO Excavator
- 2018 Komatsu PC45MR-5 excavator
- Komatsu PC300LC-7 Excavator
- Komatsu PC270LC-8 Excavator
- 2019 Komatsu PC138USLC-11 Excavator
- 2022 Komatsu D51PX-24 Crawler Dozer
- 2022 Komatsu PC490LC-11 Hydraulic Excavator
- Komatsu D65EX-18 Crawler Dozer
- 2024 Komatsu D71PX-24 Crawler Dozer
- 2024 Mahindra 2638L Loader
- 2024 Mahindra FMMSD6 Finish Mower
- 2024 Mahindra 2638HCAB Cab Tractor
- Takeuchi TB108 Compact Excavator
- 2019 Takeuchi TL12CV2 Track Loader w/Smooth Bucket BTL1280

- 2023 Takeuchi TL12V2 Cab HF Track Loader/80" Tooth Bucket
- 2019 Volvo ECR355EL
- 2015 Volvo L90H Loader
- 2005 Volvo A25D Dump Truck
- 2024 Volvo A45G Articulating Dump Truck
- 2024 Volvo A45G Articulating Dump Truck
- 2019 Volvo DD30B Compact Roller
- 2021 Volvo ECR145EL
- 2017 Volvo A25G Dump Truck
- 2018 Volvo A25G Dump Truck
- 2018 Volvo L90H Wheel Loader

q) *List any subcontractors whom you would expect to use for the contract.*

- We intend to use Compass Infrastructure Technologies, Inc. We share resources and use Compass for stormwater needs.

APPENDIX F

ITB PW 25-06 REFERENCES

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

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

Alternatively, Bidders are welcome to provide four (4) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for: Southern Premier Contractors, Inc.

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: City of Duluth

Description of Project: Annual stormwater contractor

Completion Date: On going

Contact Person: Josh Arnold

Telephone: 770-497-5311 Fax:

Email address: jarnold@duluthga.net

Company Name: City of Dunwoody

Description of Project: Annual stormwater contractor

Completion Date: On going

Contact Person: Javier Sayago

Telephone: 678-382-6848 Fax:

Email address: Javier.sayago@dunwoodyga.gov

Company Name: Gwinnett County

Description of Project: Annual stormwater contractor

Completion Date: On going

Contact Person: Brian Franklin

Telephone: 678-376-7050 Fax:

Email address: Brian.franklin@gwinnettcountry.com

Company Name: Gwinnett County
Description of Project: Annual stormwater contractor
Completion Date: On going
Contact Person: Jason Morris
Telephone: 678-776-8715 Fax: _____
Email address: Jason.Morris.morris@gwinnettcountry.com

Company Name: City of Dunwoody
Description of Project: Annual stormwater contractor
Completion Date: On going
Contact Person: Cody
Telephone: 678-382-6700 Fax: _____
Email address: Cody.dallas@dunwoodyga.gov

Company Name: Barrow County
Description of Project: On call Barrow County stormwater contractor
Completion Date: On going
Contact Person: Mathew Treeter
Telephone: 770-307-3070 Fax: _____
Email address: mtreeter@barrowga.org

APPENDIX I

ITB PW 25-06

FEE SCHEDULE

Please provide a fee schedule for additional tasks needed to prepare the pipe system for relining, such as point repairs, invert repair, headwall adjustments, riprap placement, and other related work.

You must complete and attach the fee schedule to your bid packet. Failure to do so may you render ineligible for consideration.

FEE SCHEDULE

Removal of existing drainage structure	EA	\$1,500
Removal existing pipe, all types and sizes	LF	\$20
Tandem truck debris removal per load	EA	\$850
Concrete structures, class a, cast in place with reinforcing steel	CY	\$2,000
Concrete structures, class a, cast in place without reinforcing steel	CY	\$300
Clearing and grubbing	SY	\$10
Tree removal (6" – 12")	EA	\$500
Tree removal (13" – 23")	EA	\$1,000
Tree removal (> 24")	EA	\$2,500
Channel excavation	CY	\$20
Borrow excavation	CY	\$80
Spoil removal	CY	\$80
Classified stone (#57, #5, #4, crusher run, gab, etc.)	TO	\$125
Flowable fill	CY	\$400
Pine straw complete	EA	\$8
Silt fence type c, complete	LF	\$5
Permanent soil reinforcing mat Installed (GADOT sect 710)	SY	\$10
Pressure grouting soil stabilization	CY	\$1,800
Plastic filter fabric Installed	SY	\$10
Grouted rip rap type III, complete in place	TO	\$325
Stone rip rap type III, Complete in place	TO	\$150
Asphalt paving resurfacing	TO	\$600
6" x 24" x 12" high back/roll back curb and gutter	LF	\$60
Fence removal and replacement , complete	LF	\$75
Temporary fencing	LF	\$20
Orange barrier fence	LF	\$4
Permanent seeding complete	SY	\$8
Sodding complete	SY	\$25
Specialty cleaning	LF	\$40
Continuous internal (missing bottom)	LF	\$20
Invert installation, 4' diameter	EA	\$450
Invert installation, 5' diameter	EA	\$500

Invert installation, 6' diameter	EA	\$525
Drainage structure rehabilitation	SF	\$15
Grout all holes, cracks in structures less than 8' deep	LF	\$800
Grout all holes, cracks in structures more than 8' deep	LF	\$1,200
Internal Point Repairs	LF/EA	\$250
Bypass pumping setup - equipment and hose placement	EA	\$1,500
2" pumping operation time	HR	\$45
4" pumping operation time	HR	\$65
6" pumping operation time	HR	\$75
15" aluminum pipe repair	LF	\$70
18" aluminum pipe repair	LF	\$75
21" aluminum pipe repair	LF	\$80
24" aluminum pipe repair	LF	\$85
30" aluminum pipe repair	LF	\$90
42" aluminum pipe repair	LF	\$165
48" aluminum pipe repair	LF	\$170
54" aluminum pipe repair	LF	\$180
60" aluminum pipe repair	LF	\$200
66" aluminum pipe repair	LF	\$215
72" aluminum aluminum	LF	\$250
Replacement top for 1033/1034, complete	EA	\$1,800
Replace catch basin throat only single/double wing	EA	\$2,500
Replacement top for 609/610, w/ring & cover, complete	EA	\$2,000
Tie into existing structures	EA	\$1,000
Adjust structure to grade	EA	\$600
Reset existing headwall	EA	\$600
Driveway restoration, 6" concrete	SY	\$110

E-Verify Contractor & SAVE Affidavits
ITB PW 25-06



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

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

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

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

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

Project Name: CIPP Relining HB PW 25-06 Date of Project: 2/28/2025

Legal Name of Contractor: Southern Premier Contractors

Address: 146 Check Street City: Horner State: GA Zip Code: 30547

Federal Work Authorization User Identification Number (E-Verify Number): 220687 (4-6 digit numeric #)

Date of Authorization: 6/11/2009

EXEMPT: YES OR ☒ NO

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

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

Susan Blackburn 2/26/2025 Susan Blackburn / Office Manager
Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26th DAY OF February, 2025

Executed in Lawrenceville (City), Georgia (State)

Megan Goodman
NOTARY PUBLIC Signature

4/1/2026
My Commission Expires





E-Verify Subcontractor Affidavit O.C.G.A. § 13-10-91 (b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Southern Premier Contractors on behalf of City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2202027

Federal Work Authorization User Identification Number

7/27/2023

Date of Authorization

Compass Infrastructure Technologies

Name of Subcontractor

CIPP Relining ITB PW 25-06

Name of Project

City of Norcross

Name of Public Employer

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

Ali Redding

Signature of Authorized Officer/Agent

2-26-25

Date

Ali Redding / Office Manager

Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26th DAY OF February, 2025

Executed in Lawrenceville (City), Georgia (State)

Megan Goodman

NOTARY PUBLIC Signature

4/1/2026

My Commission Expires



Bid Bond
ITB PW 25-06

AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Southern Premier Contractors, Inc.
146 Cheek Street
Homer, GA 30547

OWNER:*(Name, legal status and address)*

City of Norcross
345 Lively Avenue
Norcross, GA 30071

SURETY:*(Name, legal status and principal place of business)*

American Alternative Insurance Corporation
555 College Road East
P.O. Box 5241
Princeton, NJ 08543

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: FIVE PERCENT (5%) OF AMOUNT BID**PROJECT:***(Name, location or address, and Project number, if any)*

CIPP Relining, ITB PW 25-06

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

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User Notes:

(3B9ADA44)

Attachment: CON Agreement Southern Premier Contractors, Inc. (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
Signed and sealed this 28th of February, 2025.


(Witness)

(Witness) Marvala Erinkitola

Southern Premier Contractors, Inc.
(Contractor as Principal) (Seal)

(Title)
American Alternative Insurance Corporation
(Surety) (Seal)

(Title) Grace DelGiudice (Attorney-In-Fact)

Init.

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User Notes:

Attachment: CON Agreement Southern Premier Contractors, Inc. (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

David Potts; Grace DelGiudice; Marvala Erinkitola; Cindy Troxel; William David Wilson, Jr.; and Samantha Hayes

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
President

Attest:

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of February, 2025.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



SOUTPRE-01

DDINGLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2025

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

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

PRODUCER Brand & Britt Insurance Agency 20 Grayson New Hope Rd. Suite A Grayson, GA 30017	CONTACT NAME:		
	PHONE (A/C, No, Ext): (770) 963-6427	FAX (A/C, No): (770) 995-0192	
	E-MAIL ADDRESS: info@brandandbritt.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Trust Insurance Company		20141
	INSURER B : FCCI Insurance Company		4740
	INSURER C : American Interstate Insurance Company		31895
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED

Southern Premier Contractors, Inc.
146 Cheek Street
Homer, GA 30547

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP 100048369-05	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROFESSIONAL LI \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 100048370-05	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB 100048387 -05	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AVWCGA3236912024	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CPP 100048369-05	6/15/2024	6/15/2025	Leased/Rented 100,000
A	Installation Floater			CPP 100048369-05	6/15/2024	6/15/2025	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please note due to directives received from the Georgia Department of Insurance we are not permitted to include any coverage wording in the Description of Operations box or the Additional Remarks section. The only wording we can enter in that field is the wording for which it was intended "Description of Operations/Locations/Vehicles".

We recommend that the certificate holder carefully review the terms and conditions of the endorsements that are included. See the list on Page 2.

• CGL 084 10 13 - Additional Insured - Owners, Lessee Or Contractors, which includes:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Brand & Britt Insurance Agency		NAMED INSURED Southern Premier Contractors, Inc. 146 Cheek Street Homer, GA 30547 Hall
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Ongoing Operations

Completed Operations

CGL 088 01 15 - First Choice Contractors Liability Endorsement, includes:

Per Project

Waiver of Subrogation

• CA 78 09 11 17 - BA ElitePac Endorsement, which includes:

Auto Additional Insured

Auto Waiver of Subrogation

• CAU 082 (01 15) - Auto Primary Non-Contributory

WC 99 03 13 A (5 15) - WC Wavier of Subrogation

• 1-UNCUM-9549 0916 - UMB Schedule of Underlying Coverages

• UMB 179 (07 09) - UMB Additional Insured Primary Non-Contributory

Attachment: CON Agreement Southern Premier Contractors, Inc. (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

APPENDIX B – COMPENSATION FOR CIPP RELINING

APPENDIX D
ITB PW 25-06
BID FORM

Both components of the bid form are mandatory and must be included in the bid packet.
Please complete the itemized bid sheet in addition to this form.

Project Name: CIPP RELINING ITB PW 25-06

Total Bid: \$779,487.00

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: Southern Premier Contractors, Inc.

Authorized Representative: Debbie Massey

Firm Address: 3395 Lawrenceville Hwy, Lawrenceville, GA 30044

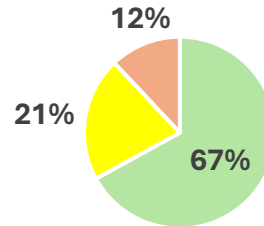
Phone Number: 770-533-0311

Item No.	Item	Description	Diameter (Inches)	Length (Feet)	Cost Per Linear Foot	Total Cost
1	Pipe 918	Atlantic Blvd	18	20	\$200	\$4000
2	Pipe 919	Atlantic Blvd	18	22	\$200	\$4400
3	Pipe 922	Atlantic Blvd	18	40	\$200	\$8000
4	Pipe 923	Atlantic Blvd	18	32	\$200	\$6400
5	Pipe 917	Atlantic Blvd	18	16	\$200	\$3200
6	Pipe 810	Gloucester Place	18	153	\$150	\$22950
7	Pipe 815	Lancelot Drive	18	110	\$150	\$16500
8	Pipe 271	Lake Drive	18	228	\$150	\$34200
9	Pipe 1272	Terrace Garden Way	18	133	\$150	\$19950
10	Pipe 1531	Hollow Ridge Lane	18	94	\$180	\$16920
11	Pipe 1579	Ballard Way	18	36	\$150	\$5400
12	Pipe 1580	Ballard Way	18	100	\$150	\$15000
13	Pipe 1521	Hollow Trace Way	18	34	\$250	\$8500
14	Pipe 1523	Crest Hollow Court	18	137	\$150	\$20550
15	Pipe 1524	Crest Hollow Court	18	33	\$150	\$4950
16	Pipe 1578	Landings Court	18	79	\$180	\$14220
17	Pipe 55	Longview Drive	18	60	\$180	\$10800
18	Pipe 1542	Marshes Glenn Drive	18	48	\$225	\$10800
19	Pipe 1589	Summertown Drive	18	95	\$150	\$14250
20	Pipe 1261	Goodwick Way	18	126	\$180	\$22680
21	Pipe 1247	Huddersfield Way	18	180	\$150	\$27000
22	Pipe 740	Betty Mauldin Park	24	101	\$180	\$18180
23	Pipe 1575	Executive Way	24	72	\$180	\$12960
24	Pipe 816	Lancelot Drive	24	30	\$250	\$7500
25	Pipe 817	Lancelot Drive	24	165	\$180	\$29700
26	Pipe 973	125 Lawrenceville St	36	40	\$225	\$9000
27	Pipe 974	125 Lawrenceville St	36	99	\$225	\$22275

** Appendices A & B are extracted from the firm's proposal*

Norcross Stormwater Pipe Status

As of 12 March 2025



■ Good ■ Fair ■ Poor

Status	Lines	Rating	Footage	Est Relining Cost	%
Not Relined	99	Poor	9615 Ft	\$1,867,000.00	12%
Not Relined	119	Fair	17813 FT	\$2,881,368.00	21%
Relined 2018-2024	402	Good	34125 FT		67%
RCP HDPE	340	Good	20600 FT		
Replaced	14	Good	1185 FT		
Totals	974		83338 FT		100%
Data from MS4 Report					

- 2025-34 Lines (3,454 linear feet) to be relined



City of Norcross
Department of Public Works

INVITATION TO BID
CIPP RELINING
ITB PW 25-06

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

City of Norcross

Department of Public Works

INVITATION TO BID CIPP RELINING ITB PW 25-06

OVERVIEW:

The City of Norcross is seeking sealed competitive bids from qualified contractors for cured-in-place-pipe relining for several locations. The project intends to address 3,454 linear feet of storm pipes that need repair in the City of Norcross and will extend the life of the storm pipes and culvert.

All work must be completed in 90 days from when Notice to Proceed is issued and in accordance to industry specifications and standards.

The BID package should be clearly marked “**ITB PW 25-06 – CIPP RELINING**” on its face and submitted by **12:00 p.m. on February 28, 2025**, to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Charlene Marsh
Capital Projects Manager
ITB PW 25-06 – CIPP RELINING
City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on February 14, 2025**. A Q&A addendum will be posted within a week.

An ***optional, but highly recommended*** pre-bid meeting with a site visit will take place on **February 14, 2025, at 11:00 a.m.** at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **12:05 p.m. on February 28, 2025**, at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

We appreciate your interest in the City of Norcross!

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

BID CHECKLIST

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

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

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

1.0 **INTRODUCTION**

The City of Norcross is seeking sealed competitive bids from qualified contractors for cured-in-place-pipe relining for several locations. The project intends to address 3,454 linear feet of storm pipes that need repair in the City of Norcross and will extend the life of the storm pipes and culvert.

1.1 **PROJECT SCOPE**

The pipes are intended to be rehabilitated in place by the cured-in-place pipe (CIPP) method following the accompanying specifications. The project scope includes relining, pipe cleaning, CCTV, and mobilization. See Appendix B for technical specifications and Appendix D for pipe dimensions.

Locations

The project addresses pipes at the following locations in the City of Norcross: Atlantic Boulevard, Gloucester Place, Lancelot Drive, Lake Drive, Terrace Garden Way, Hollow Ridge Lane, Ballard Way, Hollow Trace Way, Crest Hollow Court, Landings Court, Longview Drive, Marshes Glenn Drive, Summertown Drive, Goodwick Way, Huddersfield Way, Betty Mauldin Park, Executive Way, Lancelot Drive, Lawrenceville Stret, Rails Way, and three lines located along Anamanda Close.

1.2 **GENERAL INFORMATION**

1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.
2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).
3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.
4. The City of Norcross reserves the right to cancel this solicitation at any time when it is determined to be in the best interest of the City.
5. The City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
6. The City of Norcross reserves the right to approve sub-contractors.
7. Any selection made because of this notice will be based strictly on qualifications and adherence to the submission guidelines, without regard to race, color, religion, sex, or national origin.
8. It is the responsibility of all firms interested in submitting a bid for this

advertisement to routinely check the posting on the website for any revisions to this solicitation and addenda issued.

9. It is the responsibility of all firms to read this advertisement in detail and provide all requested information including forms and appendices.
10. Incomplete submittals will be considered non-responsive, thus disqualified. Late submittals will not be accepted.

1.3 BID SUBMISSION GUIDELINES

Bidding requirements will consist of the following:

1. Statement of Qualifications and Equipment
2. Bid Form
3. References
4. Acknowledgement of Addenda
5. Bid Bond (if bid amount is over \$30,000)
6. Certificate of Liability Insurance
7. E-Verify Contractor & SAVE Affidavits

1.4 SCHEDULE OF EVENTS

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

1.5 COMMUNICATIONS WITH STAFF

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

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

2.0 REQUIREMENT

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

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

2.1 GENERAL CONDITIONS

2.1.1 Qualifications

2.1.1.1 Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude. Bidders must provide their own materials and tools for this contract.

2.1.1.2 Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.

2.2 GUARANTEE TO ACCOMPANY BID

2.2.1 If the bid amount is greater than \$30,000.00, then bids must be accompanied by an acceptable bid bond in an amount not less than five percent (5%) of the bid amount per section. Failure to submit a bid bond will be a cause for rejection.

2.3 JOINT VENTURES

2.3.1 Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

2.4 AUTHORITY TO SIGN

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

2.5 RIGHTS RESERVED

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

2.5.2 Bidders are advised to examine all corresponding documents carefully and to make examinations of the site(s) of the proposed work, as necessary, to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

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

2.6 AWARD OF CONTRACT

- 2.6.1 Contract will be made to the **most responsive and responsible lowest bidder**. Contracts will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with submission guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.

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

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest.

The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest bidder at its discretion.

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

- Bid price
- Compliance with submission guidelines and specifications (including any required forms and documents)
- Ability to perform scope of work and meet deadlines
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your evaluation if we are not able to contact your references, or they do not respond in time. References will be contacted within a week of the submission deadline.

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

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

- 2.6.2 Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. Due to time constraints on this contract, it is mandatory that the work be performed simultaneously and

immediately. A bidder's failure to demonstrate the ability to proceed as required may result in contract cancellation, as deemed in the City's best interest.

- 2.6.3** Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, contract cancellation, re-advertising of any and/or all these contracts, or awarding any or all of the contract to the next **most responsive and responsible lowest bidder**.
- 2.6.4** If the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross prior to execution of contract. Bonds given shall meet the requirements as listed in this ITB.

2.7 PRODUCTION REQUIREMENTS

- 2.7.1** The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB within 90 days from the Notice to Proceed.

2.8 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.8.1** Payment shall be provided based on the cost schedule provided in bidder's response. Bidder shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater & Roads Superintendent at 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
- 2.8.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage.

2.9 LOCATION AND SITE(S)

- 2.9.1** The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.
- 2.9.2** The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.9.3** The Contractor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).
- 2.9.4** The Contractor is responsible for the location of, above and below ground utilities and structures, which may be affected by the work.

2.10 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.11 MATERIALS

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

2.12 INSPECTION

The City of Norcross does not commit to having a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fails to meet standards or any retesting that is required will be at the Contractor's expense.

2.13 NON-COLLUSION

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

2.14 CONTRACT REQUIREMENTS

- 2.14.1** The successful bidder is required to do the following within ten (10) days of Notice:

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

2.14.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.14.1.1.3 Provide bonding as required by the ITB documents.

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

2.15 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.15.1 Permits

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

2.15.2 Work Hours

8:00am to 10:00pm Monday through Friday and 10:00am to 8:00pm on Saturdays and city holidays. Construction activity may occur on Sundays and outside of mentioned hours specified on other days of the week when the contractor applies for, and is granted, a variance by the Director of Community Development and Planning.

2.15.3 Detour/Closures

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

2.15.4 Residential Refuse

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

2.15.5 Project Briefing

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

2.15.6 Disposal of Refuse

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

APPENDIX A
ITB PW 25-06
SCHEDULE OF EVENTS

Event:	Date:
Release of ITB	January 29, 2025, 10:00 a.m.
Pre-bid Meeting (<u>Optional but highly recommended</u>)	February 14, 2025, 11:00 a.m.
Deadline for Written Questions	February 14, 2025, 5:00 p.m.
Bids Due	February 28, 2025, 12:00 p.m.
Public Bid Opening and Reading	February 28, 2025, 12:05 p.m.
Bid Review/Evaluation	On/About March 2025
Contract Award	On/About April 2025

APPENDIX B

ITB PW 25-06

TECHNICAL SPECIFICATIONS

CURED-IN-PLACE PIPE (CIPP) FOR MAINLINE RENEWAL

PART 1 - PRODUCTS

1.1 GENERAL

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished pipe shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to domestic sewage or stormwater.

1.2 QUALIFICATIONS

Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful installations and experience will be approved.

In order for the CIPP product and Installation Contractor to be deemed commercially acceptable and approved for this project, they must meet the following criteria:

A. CIPP Product

1. The CIPP product must have been installed in a minimum of 5,000,000 linear feet or 4,000 manhole to manhole line sections of successful wastewater collection systems in North America and must be documented to the satisfaction of the Owner.
2. The CIPP product shall comply with the latest versions of ASTM F1216 or ASTM F1743, including appendices.
3. For the CIPP to be considered Commercially Proven, it shall have been successfully in service in an application similar to this project for a minimum of 10 years and documented to the satisfaction of the Owner.
4. The lining tube manufacturer shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be submitted with the Contractor's bid and required for approval.
5. Third-party test results supporting the structural properties and long-term performance of the CIPP product shall be submitted for approval, and such data shall be satisfactory to the Owner. No CIPP product will be approved without independent third party testing verification.

B. Installation Contractor

1. The Installation Contractor shall be certified by the CIPP product manufacturer to have had at least 5 years active experience in the installation of the proposed CIPP product.
2. The Installation Contractor shall satisfy all insurance, financial and bonding requirements of the Owner, and shall have installed within the United States a minimum of 1,000,000 lineal feet of the same CIPP product being represented by the bidder.
3. The Installation Contractor superintendent(s) designated for the project shall have installed a minimum of 100,000 lineal feet and shall have 5 years of installation experience of the same CIPP product being represented by the bidder. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and pipe diameters), location of work, and reference contact information for each project listed.
4. The Installation Contractor shall operate under a quality management system that is third party certified to ISO 9001 or equivalent standards. Proof of certification or quality management system shall be submitted with the Installation Contractor's bid and required for approval.

1.3 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived at using standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP resin system and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.
- B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
- C. The Enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.
- D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

E. The CIPP shall meet the following minimum strength requirements:

MINIMUM PHYSICAL PROPERTIES				
Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	200,000 psi	150,000 psi

F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E above, and in accordance with the design equations in the Appendix X1 of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (As determined by long-term tests described in Section 1.3.D and approved by the Owner)	=	50% max
Ovality [*] (calculated from (X1.1 of ASTM F1216)	=	% ⁽¹⁾
Enhancement Factor, K	=	7.0
Groundwater Depth (above invert of pipe)	=	feet ⁽¹⁾
Soil Depth (above crown of pipe)	=	feet
Soil Modulus (only required for fully deteriorated design conditions)	=	psi ⁽¹⁾
Soil Density (only required for fully deteriorated design conditions)	=	lb/ft ³ (1)
Live Load (only required for fully deteriorated design conditions)	=	e.g. H20 Highway
Design Condition (partially or fully deteriorated)*	=	*

* Based on review of video logs, design conditions of pipeline can be fully or partially deteriorated (See ASTM F1216, Appendix X1). The Owner will be solely responsible for determining pipe conditions and parameters utilized in design.

- ⁽¹⁾ In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: **Ovality** = 2%; **Groundwater Depth** at one half soil depth to invert; **Soil Modulus** = 1000 psi; **Soil Density** = 120 lb/ft³.

1.4 MATERIALS

A. CIPP Tube

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the liner to length. Continuous individual liners can be made over one or more manhole to manhole sections.

3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
 4. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
 5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.
 6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.
- B. Resin Components
1. The resin system shall be a corrosion resistant polyester or vinyl ester, along with a compatible catalyst system.
 2. The resin used shall not contain non-strength enhancing fillers.
 3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E, and those properties which are to be utilized in the design of the lining system for this project.
 4. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

PART 2 - EXECUTION

2.1 GENERAL

- A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Owner's representative to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer's recommendations.
- B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

2.2 NOTIFICATION AND PREPARATION

- A. The Installation Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The Installation Contractor shall make every effort to maintain service usage throughout the duration of the project.
- B. The Installation Contractor shall perform cleaning, video, and inspection prior to installation of the CIPP. The Installation Contractor, when required, shall remove all debris from within the pipe that will interfere with the installation of the CIPP. The Owner shall provide a dumpsite for such debris removed during the cleaning operations.
- C. It shall be the responsibility of the Installation Contractor to notify the Owner of line obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the sewer. The Owner, with input from the Installation Contractor shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.
- D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

2.3 BYPASS PUMPING

- A. The Installation Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. When possible, the bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Installation Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately, safely, and environmentally divert sewage flow around the work.
- B. When requested by the Engineer, the Installation Contractor shall submit a general bypass plan.

2.4 TELEVISION INSPECTION

- A. The Installation Contractor shall provide video equipment capable of properly documenting the conditions as found within the pipe. Lighting for the video camera shall illuminate the entire periphery of the sewer. The camera shall be radial view type capable of viewing 360° within the pipe and shall provide an unobstructed view of the full pipe.
- B. The video shall begin with a clear identification of the pipeline location, upstream and downstream manhole designation, and pipe diameter. The video shall provide an accurate length measurement of the entire segment and of the distance to each lateral connection. The Installation Contractor shall pan all lateral connections on both the pre and post-videos.
- C. Reverse video set-ups shall be utilized when line obstructions prevent full segment televising from the initial set-up direction.
- D. Both a pre-lining and post-lining video shall be submitted to the Owner for approval. The discs shall be clearly and properly labeled.

2.5 INSTALLATION

- A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.
- B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the tube, or for the curing of the liner.
- C. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

2.6 CURING

- A. After the CIPP tube installation is completed, the Installation Contractor shall supply a suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.
- B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.
- C. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the temperature is continued.

2.7 COOL DOWN

- A. Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

2.8 FINISH

- A. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous, and free of any leakage from the surrounding ground to the inside of the CIPP.

- B. Where the CIPP is installed through a manhole uninterrupted, the invert shall be maintained smooth within the manhole, with approximately the bottom half of the CIPP continuous through the length of the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.
- C. During the warranty period, any defects which will affect the integrity or strength of the CIPP, collect solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.

2.9 REINSTATE LATERALS AND SERVICES

- A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation videotape or sewer walk.
- B. After the CIPP has been installed, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the Owner or on the plans. The reinstatement of laterals and services shall be done without excavation unless otherwise specified by the Engineer. Reinstatement of laterals and services will be accomplished from the interior of the CIPP by means of a video camera directed cutting device or by direct man entry when feasible.
- C. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of wastewater. Laterals shall be reinstated to a minimum of 90% of their original diameter and no more than 100% of their minimum diameter. The CIPP shall be tightly sealed at the cut openings with no gaps.

2.10 QUALITY ASSURANCE PROCEDURES

- A. For every two thousand five hundred (2,500) lineal feet of CIPP installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.
- B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within seven (7) days of receipt.
- C. Wall thickness of samples shall be determined in a manner consistent with paragraph 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in Section 1.3.F of this document.
- D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested.
- E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

PART 3 - PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during each monthly period.

When not defined, payment shall be broken down as follows:

- A. Mobilization and demobilization shall be paid for as one lump sum amount.
- B. Cleaning shall be paid for per lineal foot of line cleaned. Items for both light and heavy cleaning shall be designated as appropriate.
- C. Protruding laterals shall be paid for per each lateral removed.
- D. CIPP shall be paid per lineal foot of each diameter rehabilitated as measured from center of manhole to center of manhole.
- E. Lateral reinstatement shall be paid per each lateral reinstated.
- F. Bypass pumping shall be paid for as one lump sum and shall include all incidentals required for the bypass efforts.
- G. Traffic control shall be paid as one lump sum and shall include all incidentals required for traffic control.

All other incidental costs such as sample testing shall be included in the cost of these items.

APPENDIX C
ITB PW 25-06
MAPS

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)



HiperWeb



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PARKS & REC

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CIS

CMMS

INSPECTION

INVENTORY

SETUP

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Show Selections

Show Attribute Editor

Show Measurement

Show Task Filter

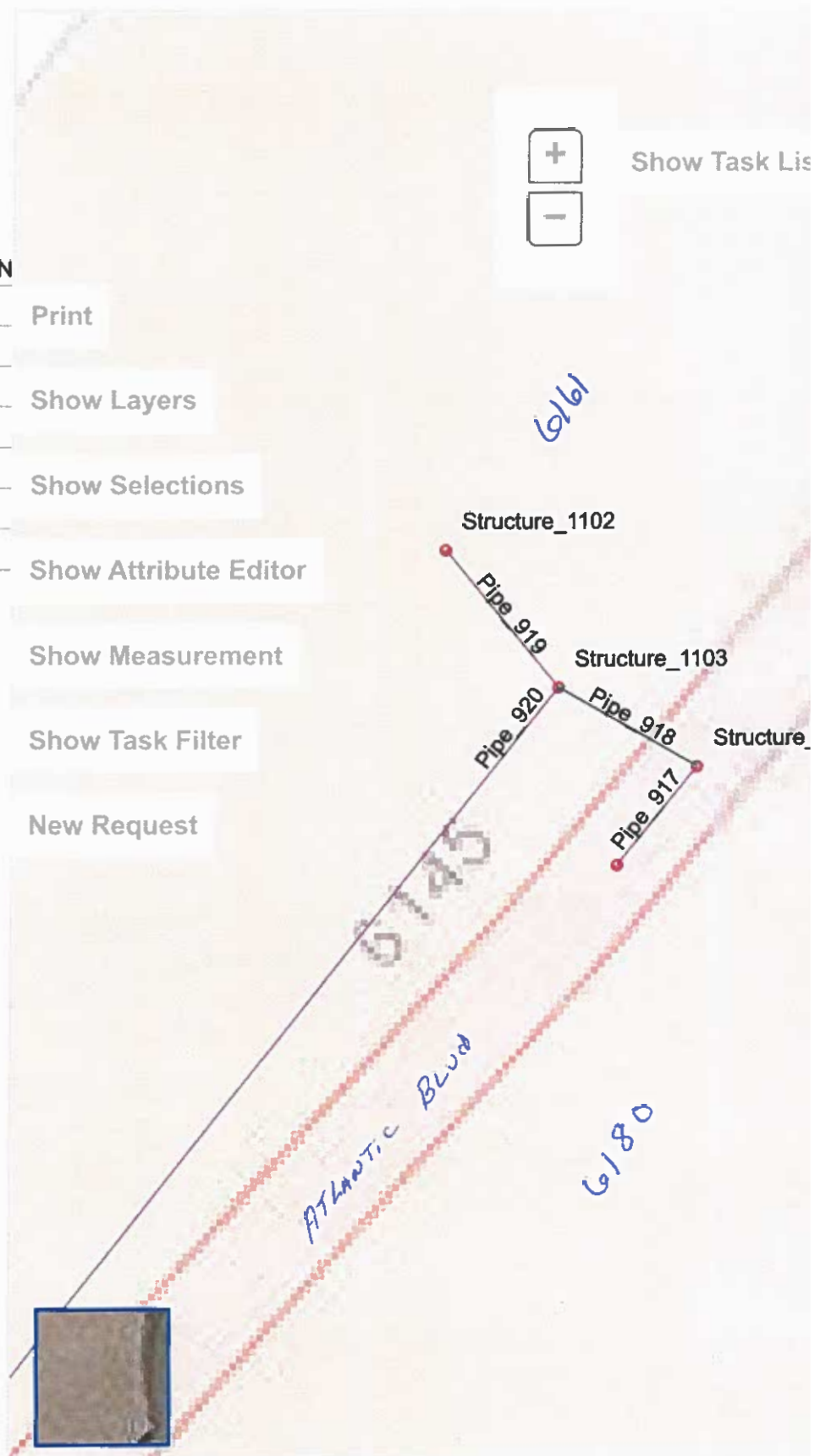
New Request



Show Task Lis



Pipe 917 16FT 18"
 Pipe 918 20FT 18"
 Pipe - 919 22FT 18"



Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)



Pipe 922 40 FT 18"
 Pipe 923 - 32 FT 18"



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- INVENTORY
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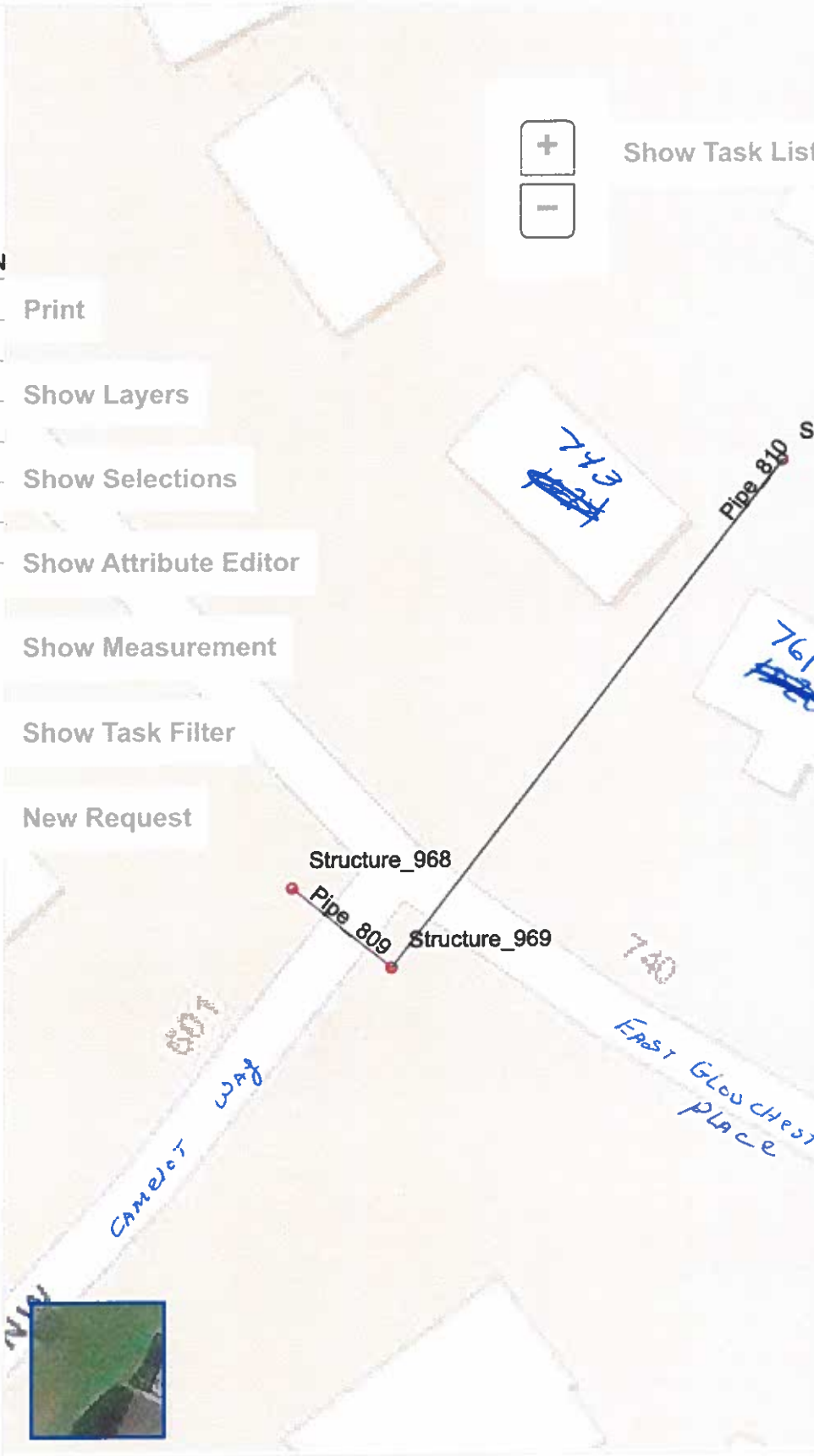
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New Request



Show Task List

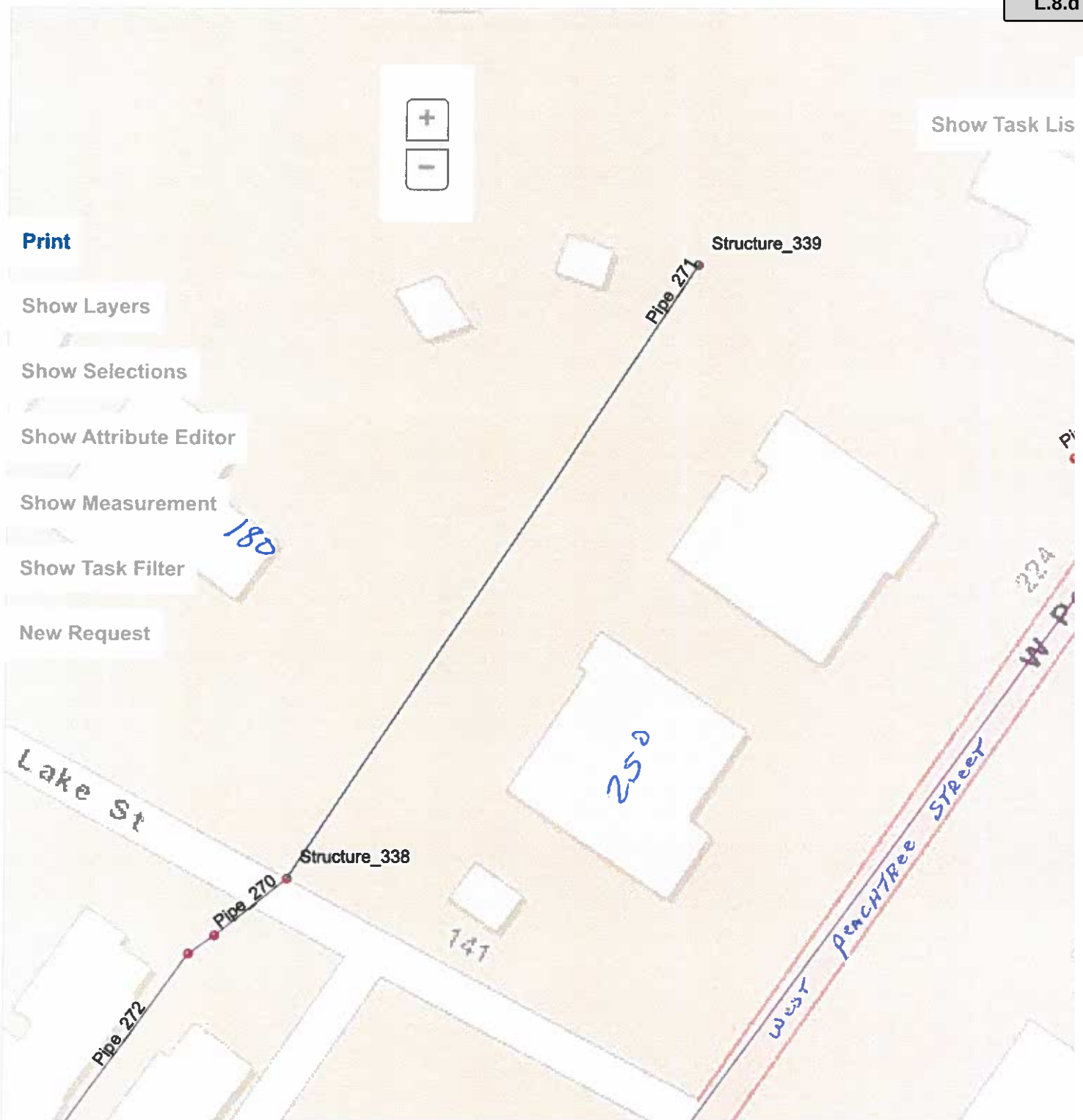
Pipe 810 153FT 18"



Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)



pipe 815 110 FT 18"



Pipe 271 228 FT 18"

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)



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Pipe 1272 133 FT 18"

5469

Structure_1534

Pipe 1272

Structure_1533

5468

Terrace Garden Way

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

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Print

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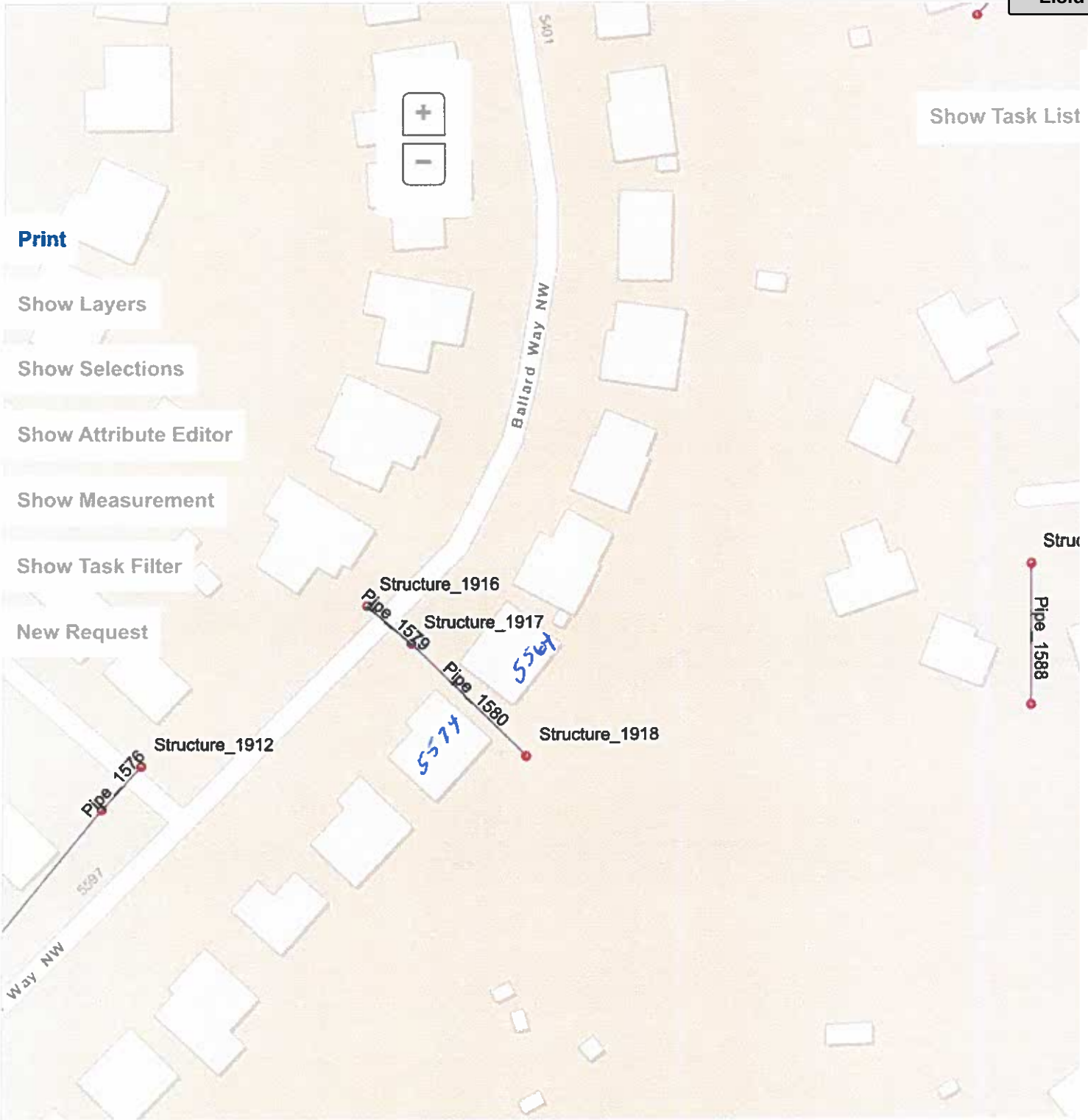
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Show Attribute Editor

Show Measurement

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New Request



Pipe 1579 36 FT 18"

Pipe 1580 100 FT 18"





Pipe	1521	34 FT	18"
Pipe	1523	137 FT	18"

Show Task List



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Show Task Filter

New Request

Structure_1843

1680

Hollow Court
IPACE

CREST Hollow
COURT

Pipe_1524

Structure_1842

Pipe_1523

5654

Pipe 1524 33 FT. 18"

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)



Pipe 1578 79 FT 18"



pipe - 55 60 FT 18"

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New Request



2398

SUMMERTOWN
DRIVE

Structure_1929

Pipe 1589

Structure_1930

2288

2288

pipe 1589 85 FT 18"



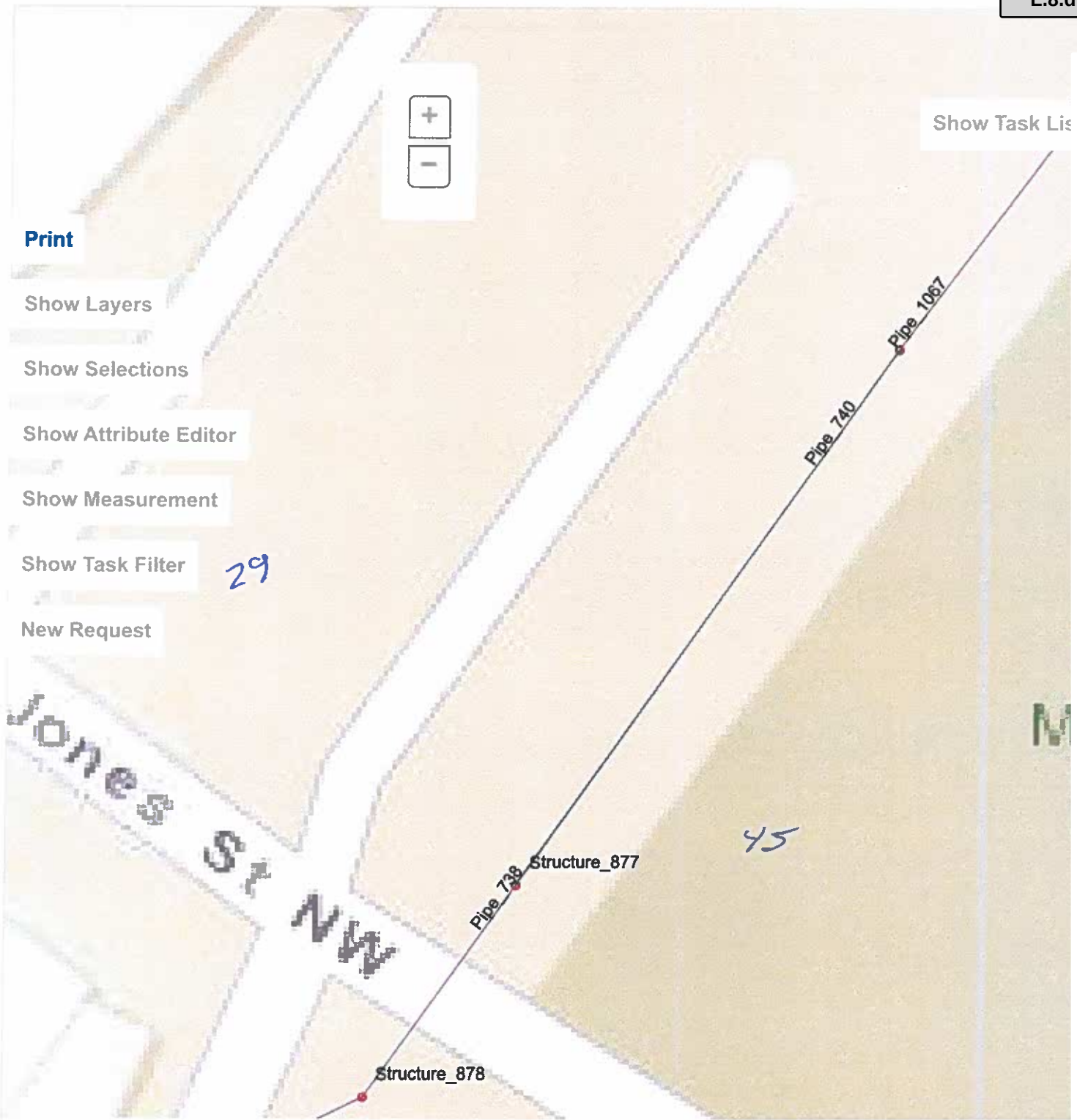


Pipe 1261 126FT 18"



Pipe 1247 180 FT 18"





pipe 740 101 FT 24 inch



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Show Layers

Show Selections

Show Attribute Editor

Show Measurement

Show Task Filter

New Request

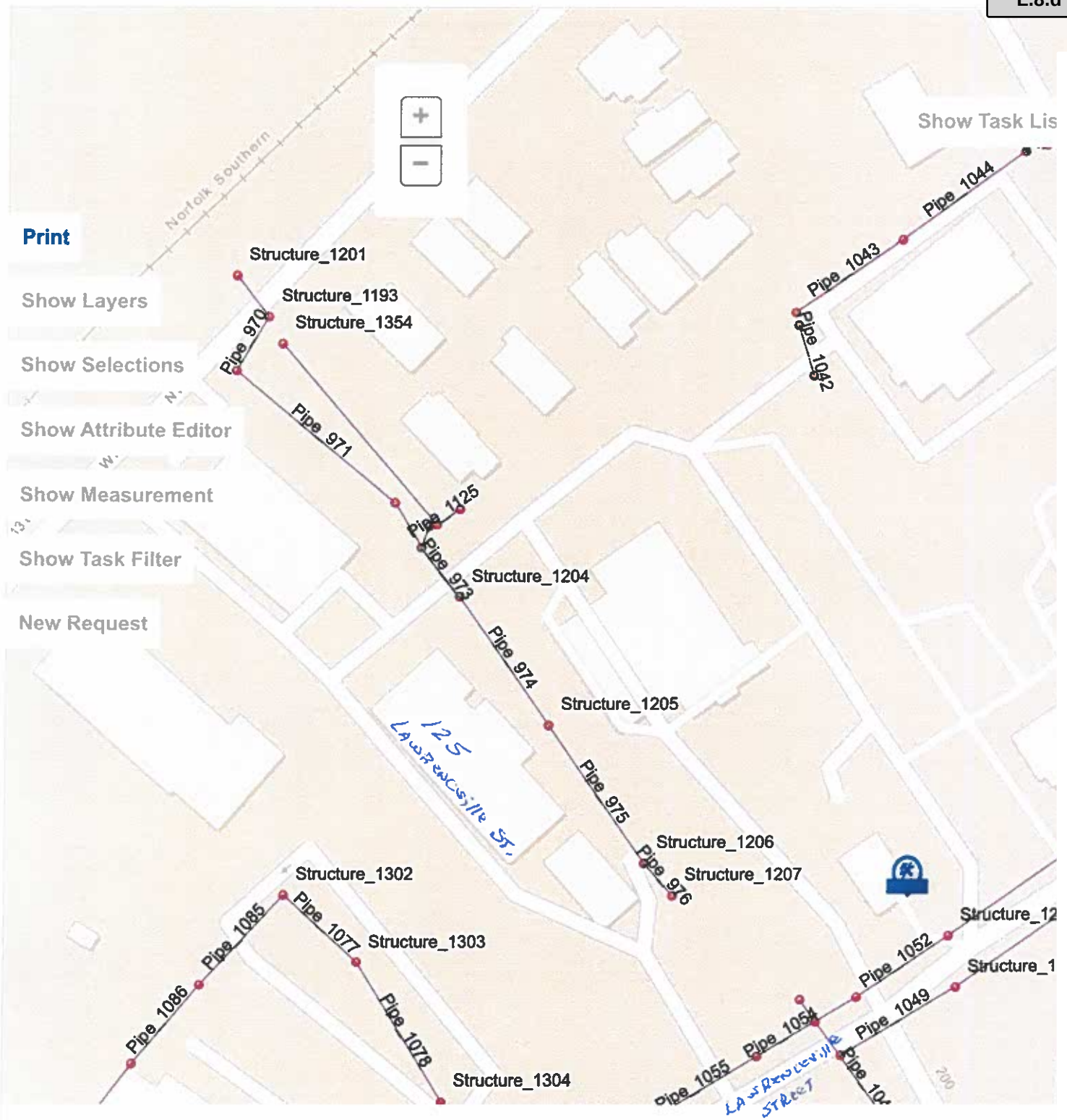
Pipe 1575 72 FT 24"

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

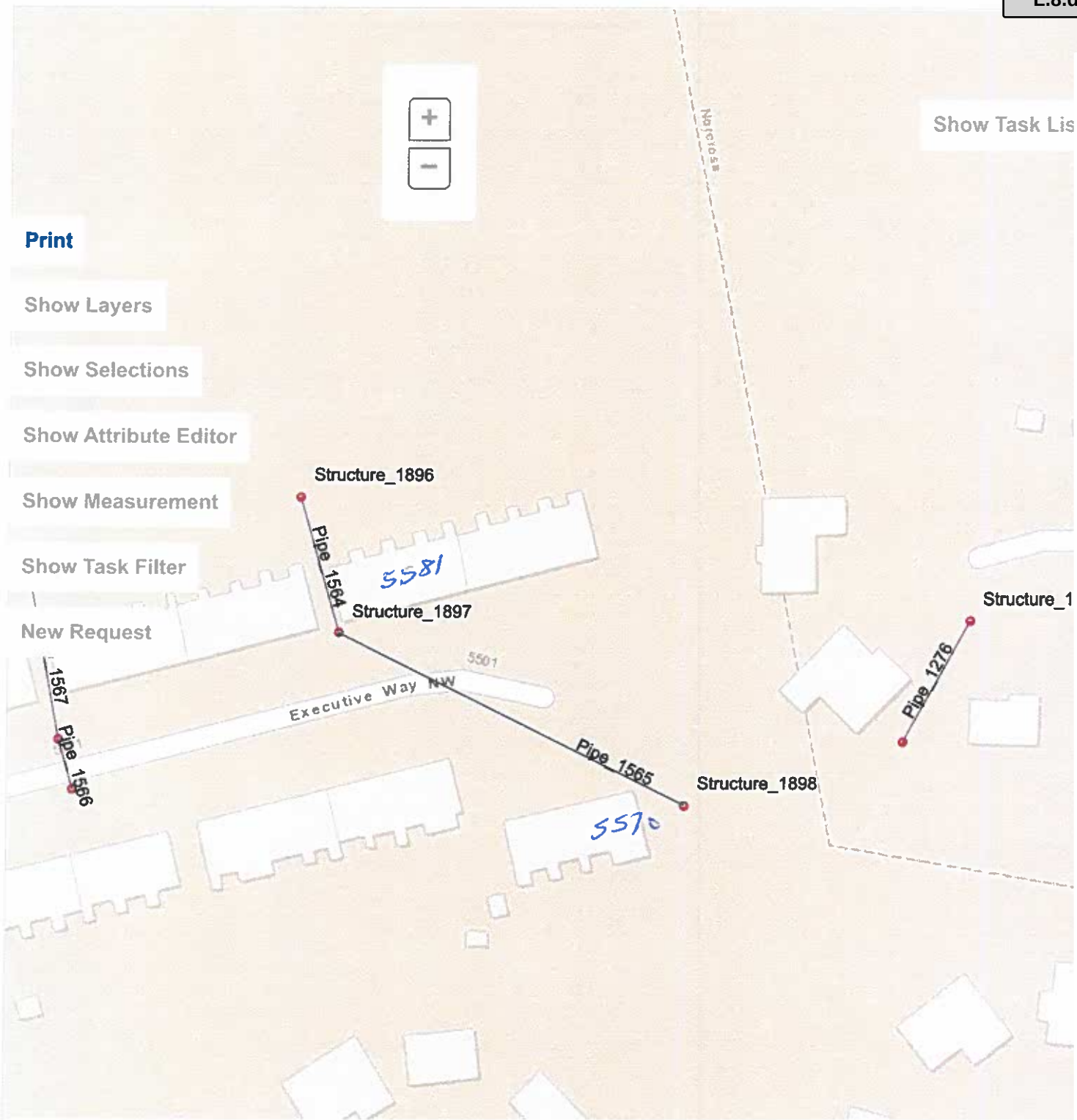


Pipe - 816 30 FT 24"
 Pipe 817 165 FT 24"





pipe 973 - 40 FT 36"
 pipe 974 - 99 FT 36"
 pipe 975 - 106 FT 36"
 pipe 976 - 26 FT 36"



Pipe 1565 241 FT 36"





Pipe 1557 131 FT 36"

Keyword Search:

Print

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New Request

58424 WO

CH-CITY HALL - 65 LAWRENCEVILLE ST-City Hall

Acct #:

Task: BUILDING MAINTENANCE - ELECTRICAL

Crew: Not Assigned

Due: 9/14/2024 12:00:00 AM

Created on 9/11/2024 11:41:31 AM

58414 WO

CH-PUBLIC WORKS UTILITIES AND PARKS - ...

Acct #:

Task: BUILDING INSPECTIONS-OFFICE SAFETY

Crew: HENRY SANCHEZ

Due: 3/13/2024 12:00:00 AM

Created on 9/10/2024 5:00:12 AM

58794 WO

CH-CITY HALL - 65 LAWRENCEVILLE ST-City Hall

Acct #:

Task: BUILDING INSPECTIONS-OFFICE SAFETY

Crew: HENRY SANCHEZ

Due: 11/22/2024 12:00:00 AM

Created on 11/8/2024 5:00:13 AM

59132 SO

DONCASTER CT Norcross GA

Acct #: SYSTEM

Task: CURB AND GUTTER CLEANED

Crew: Streets- Storm Maintenance crew 1

Due: 1/14/2025 12:00:00 AM

Created on 1/14/2025 7:49:18 AM

59134 SO

RESEDA CT Norcross GA

Acct #: SYSTEM

Task: CURB AND GUTTER CLEANED

Crew: Streets- Storm Maintenance crew 1

Due: 1/14/2025 12:00:00 AM

Created on 1/14/2025 7:55:28 AM

59087 WO

CH-CULTURAL ARTS CC - 10 BRITT ROAD-Cultur...

Acct #:

Task: BUILDING INSPECTION-ELECTRICAL

Crew: HENRY SANCHEZ

Due: 1/15/2025 12:00:00 AM

Created on 1/1/2025 5:00:13 AM

pipe 1628 - 339 FT 42"

pipe 1629 - 97 FT 42"



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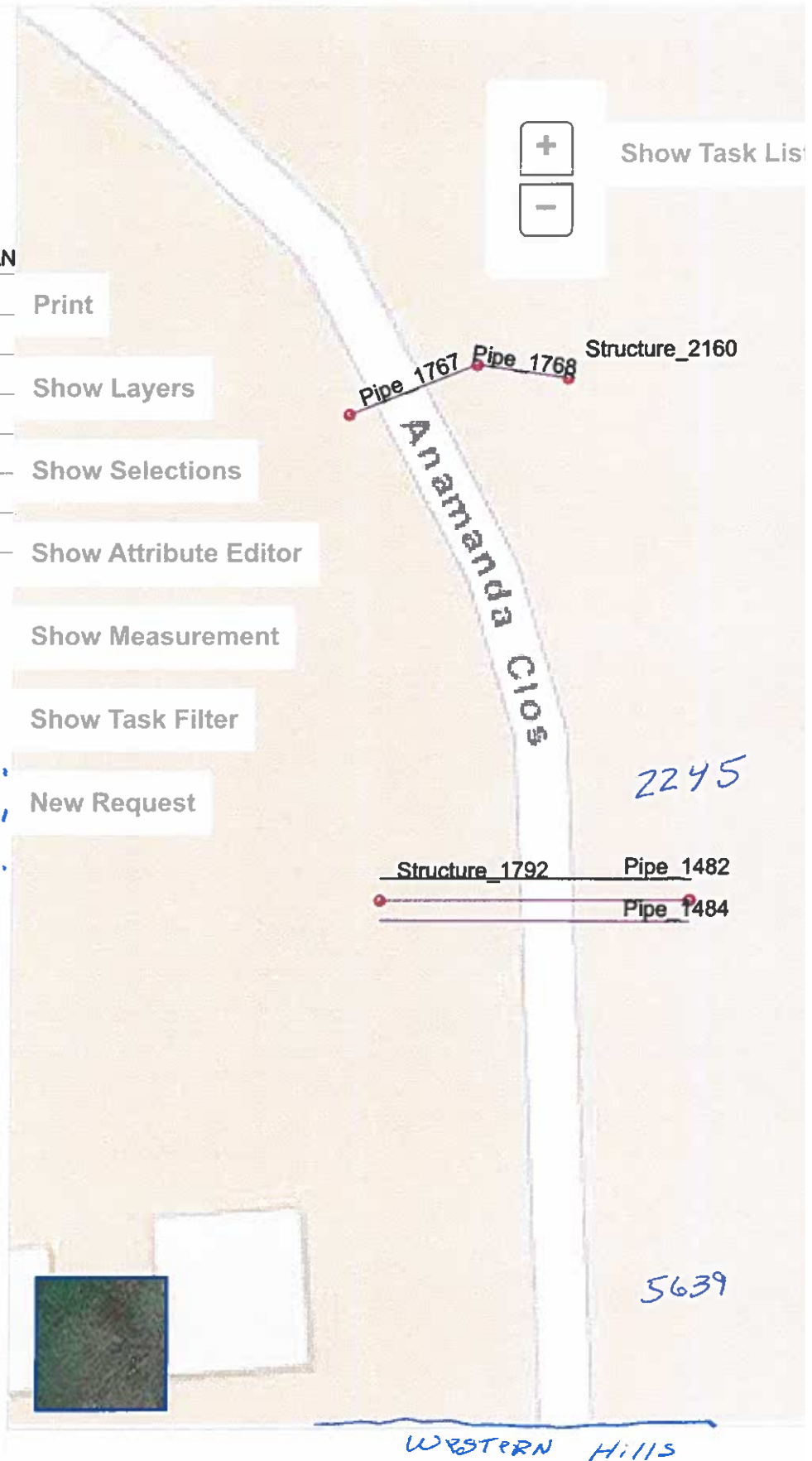
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New Request



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Pipe 1482 77 FT 66"
 Pipe 1483 77 FT 66"
 Pipe 1484 77 FT 66"



Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)



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- INSPECTION
- INVENTORY
- SETUP

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New Request



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Pipe 1531 94 FT 18 INCH

5765

Pipe_1531

Structure_1854

Structure_1854

5755

RIDGE LANE

#5519

Hollow

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

APPENDIX D

ITB PW 25-06 BID FORM

**Both components of the bid form are mandatory and must be included in the bid packet.
Please complete the itemized bid sheet in addition to this form.**

Project Name: _____

Total Bid: \$ _____

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Firm Address: _____

Phone Number: _____

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

Item No.	Item	Description	Diameter (Inches)	Length (Feet)	Cost Per Linear Foot	Total Cost
1	Pipe 918	Atlantic Blvd	18	20	\$	\$
2	Pipe 919	Atlantic Blvd	18	22	\$	\$
3	Pipe 922	Atlantic Blvd	18	40	\$	\$
4	Pipe 923	Atlantic Blvd	18	32	\$	\$
5	Pipe 917	Atlantic Blvd	18	16	\$	\$
6	Pipe 810	Gloucester Place	18	153	\$	\$
7	Pipe 815	Lancelot Drive	18	110	\$	\$
8	Pipe 271	Lake Drive	18	228	\$	\$
9	Pipe 1272	Terrace Garden Way	18	133	\$	\$
10	Pipe 1531	Hollow Ridge Lane	18	94	\$	\$
11	Pipe 1579	Ballard Way	18	36	\$	\$
12	Pipe 1580	Ballard Way	18	100	\$	\$
13	Pipe 1521	Hollow Trace Way	18	34	\$	\$
14	Pipe 1523	Crest Hollow Court	18	137	\$	\$
15	Pipe 1524	Crest Hollow Court	18	33	\$	\$
16	Pipe 1578	Landings Court	18	79	\$	\$
17	Pipe 55	Longview Drive	18	60	\$	\$
18	Pipe 1542	Marshes Glenn Drive	18	48	\$	\$
19	Pipe 1589	Summertown Drive	18	95	\$	\$
20	Pipe 1261	Goodwick Way	18	126	\$	\$
21	Pipe 1247	Huddersfield Way	18	180	\$	\$
22	Pipe 740	Betty Mauldin Park	24	101	\$	\$
23	Pipe 1575	Executive Way	24	72	\$	\$
24	Pipe 816	Lancelot Drive	24	30	\$	\$
25	Pipe 817	Lancelot Drive	24	165	\$	\$
26	Pipe 973	125 Lawrenceville St	36	40	\$	\$
27	Pipe 974	125 Lawrenceville St	36	99	\$	\$
28	Pipe 975	125 Lawrenceville St	36	106	\$	\$
29	Pipe 976	125 Lawrenceville St	36	26	\$	\$
30	Pipe 1565	Executive Way	36	241	\$	\$
31	Pipe 1557	Marshes Glenn Drive	36	131	\$	\$
32	Pipe 1628	Rails Way	42	339	\$	\$
33	Pipe 1629	Rails Way	42	97	\$	\$
34	Line 1482	Anamanda Close	66	77	\$	\$
35	Line 1483	Anamanda Close	66	77	\$	\$
36	Line 1484	Anamanda Close	66	77	\$	\$
37	N/A	Pipe Cleaning	N/A	3454	\$	\$
38	N/A	CCTV	N/A	3454	\$	\$
39	N/A	Mobilization		Lump Sum	\$	
TOTAL COST (Sum of items 1-39)					\$	

APPENDIX E

ITB PW 25-06

STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder:
- b. Permanent main office address, email address, & pertinent contact numbers:
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. With what bank do you do business?
NOTE: Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, or other financial documents or reporting *may* be requested by City. If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected.

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

- m. How long do you warrant a project?
- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- o. Implementation plan and timeline for the project
- p. List your major equipment available for this contract.
- q. List any subcontractors whom you would expect to use for the contract.

APPENDIX F

ITB PW 25-06

REFERENCES

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

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

Alternatively, Bidders are welcome to provide four (4) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX G
ITB PW 25-06
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
 (Name of Firm)

 Signature of Authorized Representative

 Name (Print or Type)

 Title

 Date

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)

APPENDIX H

ITB PW 25-06

PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (attached to bid package)

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

Bid Package Components:

_____ Statement of Qualifications and Equipment (Appendix E)

_____ Bid Form (Appendix D)

_____ References (Form provided in Appendix F or in letter form)

_____ Acknowledgement of Addenda Form (Appendix G)

_____ Bid Bond if bid amount is over \$30,000

_____ Certificate of Liability Insurance

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

Mail or deliver to:
 Charlene Marsh
 City of Norcross Public Works Department
 345 Lively Avenue
 Norcross, GA 30071
 ITB PW 25-06 – CIPP RELINING

Attachment: ITB PW 25-06 Packet (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)


Department of Public Works

345 Lively Avenue, Norcross GA 30071

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

www.norcrossga.net
Bid Tabulation
CIPP Relining
ITB PW 25-06
February 28, 2025
345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount
Metals & Materials Engineers, LLC	\$1,264,348.84
SAK Construction, Inc	\$1,069,986.00
Southern Premier Contractors	\$779,487.00
Inliner Solutions, LLC	\$838,338.30
US Infra Rehabilitation Services, LLC	\$921,836.29
Cajenn Construction & Rehabilitation Services, Inc.	\$796,126.00
Southeast Pipe Survey, Inc.	\$1,073,581.50
Gulf Coast Underground, LLC	\$1,339,613.55
NGI Trenchless Pipe & Sewer Repair, Inc	\$1,112,023.00

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

Attachment: ITB PW 25-06 Bid Tabulation (25-7271 : Contract Award for Cured-In-Place Pipe (CIPP) Relining)



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7272	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Contract Award for On-Call Concrete Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contract Award for On-Call Concrete Services 4.7.25](#)
2. [RFQ PW 25-08 Packet](#)
3. [CON Agreement with Curb-Tech Inc](#)
4. [RFQ PW 25-08 Evaluation Summary](#)

Title

Contract Award for On-Call Concrete Services

Drafter

Charlene Marsh

Motion

A motion to Approve/Deny a contract between the City of Norcross and Curb-Tech Inc. for on-call concrete services.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Charlene Marsh, Procurement and Capital Projects Manager

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7272

Title: Award of Contract for On-Call Concrete Services

CC: Eric Johnson, City Manager
 Len Housley, Public Works Director

Recommendation

Approve contract between the City of Norcross and Curb-Tech Inc. for on-call concrete services.

Background

The City of Norcross Public Works Department issued a Request for Qualifications in order to select one vendor to perform concrete services for the City on an on-call basis. The contract term will be for one year with the option to renew the contract up to 5 years. The selected vendor will work under the direction of the Public Works department to complete approved projects.

RFQ submissions were due on Friday, March 14, 2025. An evaluation committee comprised of City employees met to evaluate all responsive proposals that met the minimum technical requirements, using the following criteria:

- Experience & Qualifications (40)
- Cost Proposal (30)
- References (15)
- Capacity & Resources (15)

Following the committee's review, weights were allocated to each firm's score based on a selection of high priority items included in the sealed cost proposals (maximum of 20 points). Final scores were calculated based on a combination of the composite scores (experience and qualifications, capacity & resources, and references) and the cost proposal. Curb-Tech, Inc received the highest total score. A chart detailing the composite and final scores is provided.

Financial Impact

No immediate financial impact. Financial impact will be determined by individual project costs.

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

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

RFQ PW 25-08 Packet
 CON Agreement with Curb-Tech Inc
 RFQ PW 25-08 Evaluation
 Summary



**City of Norcross
Department of Public Works**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL CONCRETE SERVICES
RFQ PW 25-08**

Attachment: RFQ PW 25-08 Packet (25-7272 : Contract Award for On-Call Concrete Services)

City of Norcross

Department of Public Works

REQUEST FOR STATEMENT OF QUALIFICATIONS ON-CALL CONCRETE SERVICES RFQ PW 25-08

INTRODUCTION & OVERVIEW:

The City of Norcross is seeking a qualified contractor to perform concrete services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The term of the contract shall be one year with renewal up to 5 years. The City intends to award this work to a single contractor who will work under the direction of the Public Works Department.

The statement of qualifications package should be clearly marked “**RFQ PW 25-08 – ON-CALL CONCRETE SERVICES**” on its face and submitted by **11:00 a.m. on March 14, 2025**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFQ package to:

City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
RFQ PW 25-08 – ON-CALL CONCRETE SERVICES
Attn: Charlene Marsh, Capital Projects Manager

Both printed and electronic copies must contain the same information.

A pre-proposal meeting will be held at the address above on **February 27, 2025 at 10:00a.m.** Attendance is encouraged but not mandatory. Attendance or absence from the meeting is not a qualification measurement. Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on February 27, 2025**

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

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

We appreciate your interest in the City of Norcross!

Attachment: RFQ PW 25-08 Packet (25-7272 : Contract Award for On-Call Concrete Services)

RFP/RFQ CHECKLIST

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

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

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

1.0 **INTRODUCTION**

1.1 **PURPOSE OF PROCUREMENT**

The City of Norcross is seeking a qualified contractor to perform concrete services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The term of the contract shall be one (1) year. The City intends to award this work to a single contractor who will work under the direction of the Public Works Department.

1.2 **SCOPE OF WORK**

Services anticipated under the resulting contract may include but are not limited to pouring sidewalks, commercial and residential driveway, curb and gutter construction including driveways and aprons, catch basins, and slabs. Project-specific plans and dimensions will be provided prior to each project. Project costs will be determined using the pricing sheet. All concrete work shall be in accordance with current GDOT Standards.

1.3 **SPECIFICATIONS**

1.4 **SCHEDULE OF EVENTS**

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

1.5 **RESTRICTIONS ON COMMUNICATIONS WITH STAFF**

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

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

1.6 **PROPOSAL SUBMISSION INSTRUCTIONS**

A complete submission includes the following components:

1. Cover Letter
2. Statement of Qualifications and Equipment (Appendix D)
 - a. About the Firm
 - b. Experience
 - c. Approach
3. References (Appendix B)
4. Sealed Cost Proposal (Appendix C)
5. Acknowledgement of Addenda (Appendix E)
6. Bid Bond
7. Certificate of Liability Insurance

8. E-Verify Contractor and SAVE affidavits (Appendix G)

1.7 EVALUATION CRITERIA

An evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. The City may request short-listed proposers to meet with the City's Evaluation Committee for evaluation purposes if deemed necessary.

Evaluation Criteria	Max Score
Experience & Qualifications	40
Cost Proposal	30
References	15
Capacity & Resources	15
Total	100

2.0 GENERAL CONDITIONS

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

2.1 QUALIFICATIONS

- 2.1.1 Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2 Proposers may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3 Proposers must provide their own materials and labor for this contract.
- 2.1.4 During the term of the Agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 - 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 - 2. Employer's liability insurance with a minimum of \$250,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least \$1,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- 2.1.5 Contractor shall furnish Client Certificates of Insurance evidencing the insurance

coverages required. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

2.2 GUARANTEE TO ACCOMANY BID

- 2.2.1** Annual project costs are estimated to range from \$100,000 to \$250,000. Submissions must be accompanied by an acceptable bid in an amount no less than \$10,000. Failure to submit a bid bond will be a cause for rejection.

2.3 AUTHORITY TO SIGN

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

2.4 RIGHTS RESERVED

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

2.5 AWARD OF CONTRACT

- 2.5.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.
- 2.5.2** Upon award of contract, if the task order agreement is greater than \$30,000, a contract performance and a payment bond, each equal to 100% of the contract amount must be provided by the selected vendor by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher.
- 2.5.3** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.5.4** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.

2.6 PRODUCTION REQUIREMENTS

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

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** As concrete services are required, a request for a quote will be sent to the contractor or contractors' designee for that job assignment. The successful contractor will be required to submit a new quote based on that job assignment each time
- 2.7.2** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the contract executed. The invoice shall be directed to **Donald Maxwell, Streets & Stormwater Superintendent at donald.maxwell@norcrossga.net**.

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

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

2.1 LOCATION & SITES

- 2.1.1** All work will be completed within the boundaries of the City of Norcross.
- 2.1.2** The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the Department of Public Works.

2.2 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.3 NON-COLLUSION

- 2.3.1** Vendor(s), by submitting a proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company

engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.4 MATERIALS

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

2.5 CONTRACT REQUIREMENTS

- 2.5.1 The successful Vendor is required to do the following within ten (10) days of Notice:
 - 2.5.1.1.1 Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.5.1.1.2 Provide Insurance Certificates as specified in the RFQ documents.
- 2.5.2 Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFQ guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces.
- 2.5.3 Liquidated Damages: In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract. Contractor shall not be entitled to any additional money for any delay which they encounter. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount of \$300 per work day for every day the contract is not completed after 90 days from the time of the Notice to Proceed.

2.6 SCHEDULE

- 2.6.1 Schedule: The Vendor shall provide to **Donald Maxwell, Streets & Stormwater Superintendent at donald.maxwell@norcrossga.net**. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFQ PW 25-08
SCHEDULE OF EVENTS

Event:	Date:
Release of RFQ	February 11, 2025 at 12:00 p.m.
(Optional) Pre-Proposal Meeting	February 27, 2025 at 10:00 a.m.
Deadline for Written Questions	February 28, 2025, at 5:00 p.m.
Proposals Due	March 14, 2025, at 11:00 a.m.
Proposal Evaluation	On/About March 2025
Contract Award (On/about)	One/About April 2025

APPENDIX B

RFQ PW 25-08

REFERENCES

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

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

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

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX C
RFQ PW 25-08
COST PROPOSAL

Please submit the attached unit pricing sheet in a *sealed envelope*. Project costs will be determined using the pricing sheet provided by the successful bidder.

COST PROPOSAL FORM

Code	Item Description	Units of Measure	Price
GDOT	Concrete Header Curb 3,000 PSI concrete	Linear Foot/Foot	
GDOT	24 Inch Curb and Gutter 3000 PSI Concrete	Linear Foot/Foot	
GDOT	24 Inch Roll Back Curb 3000 PSI Concrete	Linear Foot/Foot	
GDOT	Concrete Sidewalk (5') 3000 PSI Concrete	Square Foot	
GDOT	Concrete Sidewalk(10') 3000 PSI Concrete	Square Foot	
GDOT	Curb cut/Wheelchair Ramps	Each	
GDOT	Truncated Mat- Typical	Each	
Per Project	Concrete Driveway (4") thick 3000 PSI concrete	Square Foot	
Per Project	Concrete Driveway (6") thick 3000 PSI Concrete	Square Foot	
Per Project	Concrete Driveway (6") thick 3000 PSI concrete WWF reinforcement	Square Foot	
Per Project	Concrete Driveway (6") thick 4000 PSI concrete WWF Reinforcement	Square Foot	
Per Project	Concrete Driveway (6") thick 3000 PSI concrete - rebar reinforcement	Square Foot	
Per Project	Concrete Driveway (6") thick 4000 PSI concrete - rebar reinforcement	Square Foot	
GDOT	Catch Basin Top Single wing /STD. Ring & Cover (cast) 4000 PSI concrete	Each	
GDOT	Catch Basin Top Double wing/ STD. Ring & Cover (cast) 4000 PSI concrete	Each	
GDOT	Inlet Throat - Standard 3000 PSI concrete	Each	
Per Project	4" Thick Slab/ Flat Work 3000 PSI Concrete	Square Foot	
Per Project	6" thick Slab/Flat Work 3000 PSI Concrete	Square Foot	
Per Project	8" thick Slab/Flat Work 3000 PSI Concrete	Square Foot	
Per Project	4" thick Slab/Flat work 3000 PSI Concrete with rebar reinforcement	Square Foot	
Per Project	6" thick Slab/Flat Work 3000 PSI Concrete with rebar reinforcement	Square Foot	
Per Project	8" thick Slab/Flat Work 3000 PSI Concrete with rebar reinforcement	Square Foot	
Per Project	Concrete Retaining Wall with rebar reinforcement	Square Foot	
Per Project	Keystone Walls	Square Foot	
Per Project	Pervious Pavers with compacted stone	Square Foot	
Per Project	Grading	Hourly	
Per Project	Aluminum fencing	Linear Foot/Foot	
Per Project	Concrete demo	Square Yard	
Per project	4" to 6" SDR Drain pipe W/Geotex	Linear Foot/Foot	
Per Project	Mobilization	Each	

APPENDIX D

ITB PW 25-05

STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder:
- b. Permanent main office address, email address, & pertinent contact numbers:
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Organizational chart
- e. With what bank do you do business?

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. Resumes for key personnel
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. How long do you warrant a project?
- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- o. List your major equipment available for this contract.
- p. List any subcontractors whom you would expect to use for the contract.

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. We certify that our firm has sufficient bonding capacity to provide a payment and/or performance bond for total cost of work. 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 _____

Attachment: RFQ PW 25-08 Packet (25-7272 : Contract Award for On-Call Concrete Services)

APPENDIX E
RFQ PW 25-08
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

Attachment: RFQ PW 25-08 Packet (25-7272 : Contract Award for On-Call Concrete Services)

APPENDIX F

RFQ PW 25-08

PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (attached to bid package)

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

Bid Package Components:

_____ Statement of Qualifications and Equipment (Appendix D)

_____ Cost Proposal Form (Appendix C)

_____ References (Form provided in Appendix E or in letter form)

_____ Acknowledgement of Addenda Form (Appendix F)

_____ Bid Bond

_____ Certificate of Liability Insurance

_____ E-Verify Contractor and SAVE affidavits

Mail or deliver to:
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFQ 25-08 ON-CALL CONCRETE SERVICES

Attachment: RFQ PW 25-08 Packet (25-7272 : Contract Award for On-Call Concrete Services)

APPENDIX G

RFQ PW 25-08

SAVE AND E-VERIFY AFFIDAVITS

(See Supporting/Related Documents)

***CONTRACT BETWEEN
CURB-TECH INC. AND
THE CITY OF NORCROSS FOR
ON-CALL CONCRETE SERVICES***

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)

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Agreement for ON-CALL CONCRETE SERVICES

This Agreement, made and executed as of the _____ day of _____, 2025 by and between Curb-Tech Inc. with a place of business at PO Box 2697 Cumming, GA 30028 (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to ON-CALL CONCRETE SERVICES (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **March 14, 2025** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Qualifications (RFQ PW 25-08).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Contractor shall make reasonable efforts to complete its services for the project within the time period set forth in the RFQ. The agreement shall remain in effect for a period of one (1) year and may be renewed via contract amendment for up to five (5) years.

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

give Client notification of any potential change in price for the Services.

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

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

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

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

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

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

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

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

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Donald Maxwell

Position: Stormwater Superintendent

Address: 345 Lively Avenue

Norcross, GA 30071

Copy to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue

Norcross, GA 30071

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

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

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver*. Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability*. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies*. The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Contractor here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership*. client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of contractor to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity*. Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement*. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

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

Contractor

By: _____

Title: _____

Client

By: _____

Title: _____

APPENDIX A – SCOPE OF SERVICES FOR ON-CALL CONCRETE SERVICES

Sealed Bid

for

RFQ PW 25-08 -- ON-CALL CONCRETE SERVICES**Attn: Charlene Marsh, Capital Projects Manager**

for the

CITY OF NORCROSS PUBLIC WORKS DEPARTMENT**345 Lively Avenue
Norcross, GA 30071****Bid Opening: MARCH 14, 2025 @ 11:00 a.m.**

**Bidding Company: Curb-Tech, Inc.
P O Box 2697
Cumming, GA 30028
770-781-3933**

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)

APPENDIX F

RFQ PW 25-08

PACKET CHECKLIST

FIRM NAME: _____ Curb-Tech Inc. _____

PROJECT: _____ RFQ 25-08 On-Call Concrete Services _____

DATE: _____ 3/10/25 _____

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

- ☒ Packet Checklist (attached to bid package)
- ☒ Two Hard Copies & One Electronic Copy of Bid Package (*including completed appendices and all required forms*)

Bid Package Components:

- ☒ Statement of Qualifications and Equipment (Appendix D)
- ☒ Cost Proposal Form (Appendix C)
- ☒ References (Form provided in Appendix E or in letter form)
- ☒ Acknowledgement of Addenda Form (Appendix F)
- ☒ Bid Bond
- ☒ Certificate of Liability Insurance _____

E-Verify Contractor and SAVE affidavits

Mail or deliver to:
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFQ 25-08 ON-CALL CONCRETE SERVICES

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)

APPENDIX D

ITB PW 25-05

STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder: Curb-Tech Inc.
- b. Permanent main office address, email address, & pertinent contact numbers:
 - Office address: CURB-TECH, INC
P O Box 2697
Cumming, GA 30028
770-781-3933
 - Email address: Mike Harris – mike.harris@curb-tech.net
 - Pertinent contract numbers: Office phone number – 770-781-3933
Mike Harris (personal phone number) – 770-316-4686
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
 - Curb-Tech, Inc. is a well-established company of 30+ years. See "Company Profile"
- d. Organizational chart

Name	Title
Mike Harris	President
Connie Harris	Vice President
Saturino Guzman	General Superintendent

- e. With what bank do you do business?
 - Citizen's Bank of Georgia

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
 - See "Similar Projects"
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
 - See "Contracts on Hand"
- h. Resumes for key personnel
 - See "Key Personnel"
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
 - No
- j. Have you ever defaulted on a Contract, if so, where, and why?
 - No

- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
 - No
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. How long do you warrant a project?
 - 1 year
- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?
 - No

Approach:

- o. List your major equipment available for this contract.
 - Curb Tech currently has in use:
 - o 3 Dump Trucks
 - o 10 Skid Steer Loaders
 - o 10 Mini-X Excavators
 - o 6 Gomaco Curb Machines
 - o 3 JD Motorgraders
 - o 3 JD 450 Dozers
 - o 3 All Terrain Loader
 - o 20 Support Vehicles: Wrecker, Crane Truck, Service and Welding Trucks, etc.
- p. List any subcontractors whom you would expect to use for the contract.
 - N/A

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.

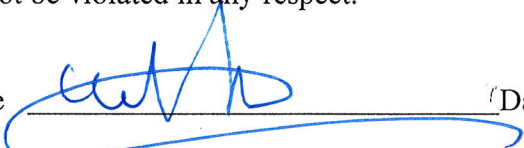
It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that 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. We certify that our firm has sufficient bonding capacity to provide a payment and/or performance bond for total cost of work. 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 3.10.2025

Print/Type Name Michael Harris

Print/Type Company Name Here Curb-Tech Inc.

Phone Number 770-781-3933

Email Address mike.harris@curb-tech.net

Company Profile

Curb-Tech Inc. is a concrete construction-based company located in Cumming, GA. The company was incorporated in 1993 with our focus on highway and road construction. We started with 5 employees and in the following 10+ years we grew to over 100 with 15+ million feet of curb and gutter placed in the Atlanta Metro Area. In 2005 we added additional crews for walls, decorative concrete, slabs, culverts, pedestrian sidewalks including crosswalks and signals, and almost all CIP concrete projects.

Curb-Tech concrete crews have poured concrete on some of the metro's most high profile projects: Gwinnett Braves, Atlanta Beltline, CDC Emory, WSB Studio's, Emory Conference Center, Tyler Perry Studio's and many more. Concrete with various colors, shapes, and textures has been placed throughout the Atlanta metro area.

Curb-Tech Special Projects, added in 2010 has the ability and equipment to handle jobs requiring grading, pipe, paving, vertical construction, lighting and more. Included in this group is the trail division that has completed over 10 miles of various trail projects throughout the metro area. Concrete trail systems along the Chattahoochee and Etowah rivers, within the flood plain have been completed for Cherokee and Forsyth counties. Pervious concrete applications in areas requiring no impervious surfaces have been completed on these projects.

Curb-Tech has been involved from the beginning with some of the metro areas best known trail systems. We were there at the start of the Atlanta Beltline with the Forth Ward Park. We started the Canton Trail system with the Etowah Park trailhead. We placed the concrete on Forsyth County's first five trailheads and the Nichols Water Park. Our crews are currently working on numerous trails and pathways all around the state.

Curb-Tech also maintains a strong bond with the metro's largest home builders. Currently 40% of our labor force is assigned to new subdivision construction. The remaining 60% of our crews are allocated to county and city projects. The unique structure of our company allows us to allocate assets as required to complete our projects on schedule. Since we work for the city, county, and state governments as well as the private community we are less affected by changes in the market, budget concerns, housing down turns, etc.

Our employees and / or support staff are Osha Safety Trained, E Verified, MUTCD Flagger Certified, ACI Pervious Concrete Trained, GSWCC Certified (Blue Card), GaDOT Qualified Contractor Certified #11570.

Similar Projects

<u>Customer</u>	<u>Job</u>
1. Gateway 85	Jimmy Carter Islands
2. Cherokee County Parks	Aquatic Center Pool Deck
3. Pickens County	Various Concrete Repairs
4. Cherokee County Fire	Training Facility Rebuild
5. Cherokee County Roads and Bridges	Various Concrete

Contracts on Hand

Job	Customer	Gross Amount	Date of Completion
Sheffield	D.R. Horton	380K	April 2025
Beaver Ruin	Gateway85	280K	April 2025
Spark	EAH Homes	240K	March 2025
Harmony	Meritage	480K	April 2025
Various	Cherokee County	100K	March 2025
Enclave at L Creek	D.R. Horton	180K	May 2025

KEY PERSONNEL

Mike Harris, Operations Manager

Office: 770-781-3933

cell: 770-316-4686

email: mike.harris@curb-tech.net

Date of employment: 6/13/1993

Responsibilities include oversight and management of all projects and delegation of equipment and employees.

Satu Guzman, Senior Project Manager

cell: 770-710-2982

email: satu@curb-tech.net

Date of Employment: 4/7/2008

Responsibilities include daily oversight and coordination of all projects and crews.

Gilberto Gonzalez, Project Manager

cell: 706-482-8585

Date of Employment: 4/14/2000

Responsibilities include daily oversight of project and crew activity.

Connie Harris, Administrative Manager

office: 770-781-3933

cell: 678-614-2760

email: connie.harris@curb-tech.net

Date of Employment: 12/1/1995

Responsibilities include oversight of contracts, bonds, insurance, and office personnel.

Rhoda Stewart

Office: 770-781-3933

Email: rhoda@curb-tech.net

Date of Employment: 8/2/2017

Responsibilities include daily oversight of billing and accounts receivable.

CREW AVAILABILITY

Curb-Tech Inc. currently has four in house permanent crews with 2 subcontractors that work full-time for us.

1 Grading Crew
3 Concrete Crews

1 Licensed Utility Contractor & GC
1 Licensed General Contractor

Our crews are fully trained with Certified Flaggers, First Aid Training, and OSHA Safety Classes.

Our company has a Substance Abuse Policy and employees are randomly tested.

APPENDIX B

RFQ PW 25-08 REFERENCES

References for ___Curb-Tech Inc___

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: ___Cumming Development___

Description of Project: ___Various Concrete___

Completion Date: ___OPEN___

Contact Person: ___Ralph Webb___

Telephone: ___404-556-5126___ Fax: ___N/A___

Email address: ___wrwebb@comcast.net___

Company Name: ___Gateway85 CID___

Description of Project: ___Various Concrete___

Completion Date: ___OPEN___

Contact Person: ___Robert Michener___

Telephone: ___863-781-4089___ Fax: ___N/A___

Email address: ___robert@gateway85.com___

Company Name: ___Cherokee County___

Description of Project: ___Various Concrete___

Completion Date: ___OPEN___

Contact Person: ___Steve Ralston___

Telephone: ___404-472-5193___ Fax: ___N/A___

Email address: ___sralston@cherokeecountyga.gov___

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)

Company Name: _____ Pickens County _____

Description of Project: _____ Various Concrete _____

Completion Date: _____ OPEN _____

Contact Person: _____ Kirk Anderson _____

Telephone: _____ 770-893-8663 _____ Fax: _____ N/A _____

Email address: _____ kanderson@pickenscountyga.gov _____

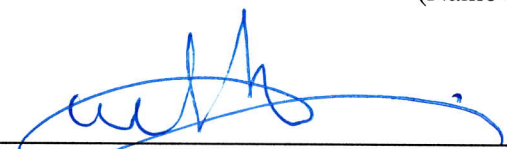
APPENDIX E **RFQ PW 25-08** **ACKNOWLEDGEMENT OF ADDENDA**

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
<u>1</u>	<u>3/3/25</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

☐ No addenda were received:

Acknowledged for: Curb-Tech Inc.
(Name of Firm)


Signature of Authorized Representative

Michael Harris
Name (Print or Type)

President
Title

3.10.2025
Date

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects,
AIA® Document A310™ (2010 Edition)

BondNo.B 1330180

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

Curb Tech, Inc.
PO Box 2697
Cumming, GA 30028

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)

City of Norcross
345 Lively Ave
Norcross, GA 30071

BOND AMOUNT: \$10,000.00

PROJECT:

(Name, location or address, and Project number, if any)

RFQ PW 25-08 - On-Call Concrete Services

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

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

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

Signed and sealed this 28th day of February, 2025

Vierina Danya C.
(Witness)

Wendy Cook
(Witness)

Curb Tech, Inc.

(Contractor as Principal)

(Seal)

(Title)

Selective Insurance Company of America

(Surety)

(Seal)

(Title)

Scott K Lewis, Attorney-in-Fact

SELECTIVEBE UNIQUELY INSUREDSM

Selective Insurance Company of America
 40 Wantage Avenue
 Branchville, New Jersey 07890
 973-948-3000

BondNo.B 1330180

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

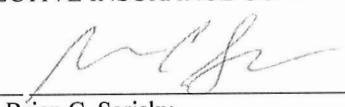
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Scott K Lewis**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$750,000.00**

Signed this 28th day of February, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



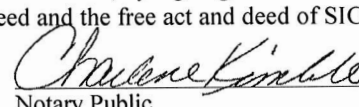
STATE OF NEW JERSEY :

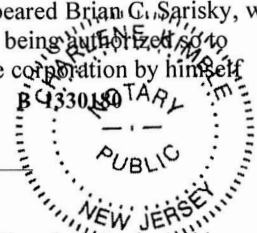
:ss. Branchville

COUNTY OF SUSSEX :

On this 28th day of February, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. B91 (4-14)

Charlene Kimble
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 ID # N/A
 MY COMMISSION EXPIRES 6/2/26


 Notary Public



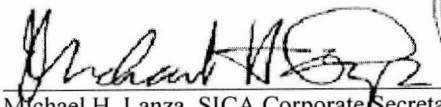
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 28th day of February, 2025.


 Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1330180

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

- (3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

- (4) The amount of the bond to which this statement and certification is attached is
\$ 750,000.00 .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Timothy A. Marchio

(Printed name of certifying agent/officer)

Vice President, Bond SBU

(Title of certifying agent/officer)

Dated: 02/28/2025
(month, day, year)

B-98 (7/23)

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)



SELECTIVE

BE UNIQUELY INSUREDSM

ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS
P.O. Box 7265
London, KY 40742

Email address: **CSVRIORITY@selective.com**

Telefax: **(877) 352-6541**

Phone: **(866) 455-9969**

For all other inquiries not related to claims, contact:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
1 (800) 777-9656
1 (973) 948-3000

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1330180

STATEMENT OF FINANCIAL CONDITION

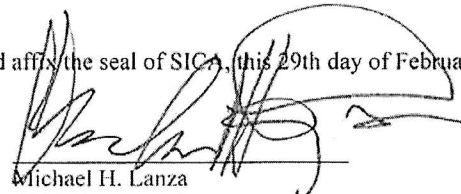
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	<u>516,212</u>
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	<u>938,765</u>
Other admitted assets	<u>213,571</u>		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.

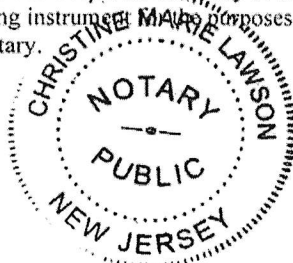

Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 29 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument ~~MADE~~ purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)



CURBINC-02

ATOMPkins

L.9.c

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2025

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

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

PRODUCER Legacy Risk Solutions, LLC PO Box 2976 Gainesville, GA 30503	CONTACT NAME: Alana Tompkins PHONE (A/C, No, Ext): (678) 775-0524 FAX (A/C, No): (678) 775-0521 E-MAIL ADDRESS: atompkins@nortoninsurance.com	
INSURED Curb-Tech Inc PO Box 2697 Cumming, GA 30028	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Frankenmuth Mutual Insurance Company	13986
	INSURER B: Builders Insurance (A Mutual Captive Company)	10704
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BLKT AI, Compl Ops, ☒ Bkit PNC, WOS GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			6740214	6/10/2024	6/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ BLKT AI, PNC, WOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6740213	6/10/2024	6/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			6740214	6/10/2024	6/10/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follows Form \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV0501025 19	6/10/2024	6/10/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6740214	6/10/2024	6/10/2025	Leased/Rented 150,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Norcross Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

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

AUTHORIZED REPRESENTATIVE

Scott K. Kent

ACORD 25 (2016/03)

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APPENDIX G

RFQ PW 25-08

SAVE AND E-VERIFY AFFIDAVITS

(See Supporting/Related Documents)

Attachment: CON Agreement with Curb-Tech Inc (25-7272 : Contract Award for On-Call Concrete Services)

APPENDIX B – COMPENSATION FOR ON-CALL CONCRETE SERVICES

REVISED COST PROPOSAL FORM

L.9.c

Code	Item Description	Units of Measure	Price
GDOT	Concrete Header Curb 3,000 PSI concrete	LF	\$ 15
GDOT	24 Inch Curb and Gutter 3000 PSI Concrete	LF	\$ 25
GDOT	24 Inch Roll Back Curb 3000 PSI Concrete	LF	\$ 25
GDOT	Concrete Sidewalk (5') 3000 PSI Concrete	SF	\$ 7
GDOT	Concrete Sidewalk(10') 3000 PSI Concrete	SF	\$ 7
GDOT	Curb cut/Wheel Chair Ramps	Each	\$ 350
GDOT	Truncated Mat- Typical	Each	\$ 550
Per Project	Concrete Driveway (4") thick 3000 PSI concrete	SF	\$ 7
Per Project	Concrete Driveway (6") thick 3000 PSI Concrete	SF	\$ 9
Per Project	Concrete Driveway (6")thick 3000 PSI concrete WWF reinforcement	SF	\$ 10
Per Project	Concrete Drive Way (6") thick 4000 PSI concrete WWF Reinforcement	SF	\$ 12
Per Project	Concrete Driveway (6") thick 3000 PSI concrete - rebar infornement	SF	\$ 14
Per Project	Concrete Driveway (6") thick 4000 PSI concrete - rebar reinforcement	SF	\$ 16
GDOT	Catch Basin Top Single wing /STD. Ring & Cover (cast) 4000 PSI concrete	Each	\$ 1250
GDOT	Catch Basin Top Double wing/ STD. Ring & Cover (cast) 4000 PSI concrete	Each	\$ 1250
GDOT	Inlet Throat - Standard 3000 PSI concrete	Each	\$ 1250
Per Project	4" Thick Slab/ Flat Work 3000 PSI Concrete	SF	\$ 7
Per Project	6" thick Slab/Flat Work 3000 PSI Concrete	SF	\$ 9
Per Project	8" thick Slab/Flat Work 3000 PSI Concrete	SF	\$ 11
Per Project	4" thick Slab/Flat work 3000 PSI Concrete with rebar reinforcement	SF	\$ 9
Per Project	6" thick Slab/Flat Work 3000 PSI Concrete with rebar reinforcement	SF	\$ 11
Per Project	8" thick Slab/Flat Work 3000 PSI Concrete with rebar reinforcement	SF	\$ 13
Per Project	Concrete Retaining Wall with rebar reinforcement	SF	\$ 60
Per Project	MSE mechanically stanilized earth - walls shorter than 6'	SF	\$ 30
Per Project	MSE mechanically stanilized earth - walls higher than 6' and less than 10'	SF	\$ 50
Per Project	Pervious Pavers with compacted stone	SF	\$ 25
Per Project	Grading	Hourly	\$ 150
Per Project	Aluminum fencing	LF	\$ 110

Per Project	Demo - Remove existing curb & gutter -- all sizes	LF	\$	12
Per Project	Demo - Remove existing driveway/sidewalk -- all types	SY	\$	5
Per project	4" to 6" SDR Drain pipe W/Geotex	LF	\$	30
Per Project	Mobilization	Each	\$	650
Per Project	Gravel - Graded aggregate (GAB) placement and compaction if required	TN	\$	50
Per Project	Gravel - #57 stone placement and compaction if required	TN	\$	60
Per Project	Sod placement if required	SF	\$	2
Per Project	Traffic Control minor - incl. continuous crew of 2 flagmen	Hourly per day	\$	850
Per Project	Traffic control major - incl. road closures, detours, signs	Each	\$	450
Per Project	Mobile electronic detour signs	Unit per day	\$	550

PLEASE NOTE:

1. Miscellaneous: Bidders may provide a fee for any items not listed but deemed relevant or necessary by attaching a listing to the cost proposal form.
2. Regular traffic cones should be included in the fee and not billed separately.

This cost proposal is submitted to the City of Norcross by:

Firm Name: Curb-Tech Inc.

Authorized Representative: Michael Harris

Firm Address: P.O. Box 2697 Cumming, GA 30028

Phone Number: 770-316-4686

** Appendices A & B are extracted from the firm's proposal*

RFQ PW 25-08 Evaluation Summary

Figure A: Proposal and Price Scores

FIRM NAME	EXPERIENCE & QUALIFICATIONS (Max - 40)	CAPACITY & RESOURCES (Max - 15)	REFERENCES (Max - 15)	SUBTOTAL	PRICE (Max -30)	FINAL SCORE
A&S Paving, Inc.	38.33	15	15	68.33	17.4	85.73
Blount Construction Company	38.33	15	15	68.33	9.5	77.83
CGS LLC	40	13.67	15	68.67	11.9	80.57
Complete Site, LLC	27.33	12.33	7.33	46.99	13.3	60.29
Concrete Constructors, Inc.	23	10	3.33	36.33	8.3	44.63
Construction 57, Inc.	34	13.67	12.67	60.34	10.9	71.24
Curb-Tech, Inc.	38.33	15	13.33	66.66	30	96.66
Dickerson Group	40	15	10	65	16.8	81.8
Hubertus Group	24.67	8	5	37.67	4.8	42.47
Lagniappe Development Co, Inc.	36.67	13.33	13.33	63.33	18.3	81.63
Multiplex, LLC	36.67	10.67	15	62.34	7.2	69.54
R&B Developer, Inc.	37.67	11	15	63.67	8.5	72.17
Spry Global, LLC	28.33	10.67	5.67	44.67	8.6	53.27

Figure B: Price Score Breakdown (5 firms)

Item Descriptions	UNIT	A&S	BLOUNT	CGS	COMPLETE SITE	CONCRETE CONSTRUCTO
Concrete header curb 3,000 PSI concrete	LF	\$35.00	\$41.44	\$35.00	\$25.00	\$30.00
24 in curb and gutter 3,000 PSI concrete	LF	\$45.00	\$52.97	\$43.75	\$23.00	\$30.00
24 in roll back curb 3,000 PSI concrete	LF	\$45.00	\$62.65	\$43.75	\$23.00	\$30.00
Concrete sidewalk (5') 3,000 PSI concrete	SF	\$8.00	\$13.47	\$8.62	\$7.50	\$40.00
Curb cut/wheelchair ramps	Each	\$1,500.00	\$3,228.71	\$2,250.00	\$1,250.00	\$2,500.00
Catch basin top single wing/STD. ring & cover (Cast) 4000 PSI concrete	Each	\$1,800.00	\$3,390.53	\$2,850.00	\$3,500.00	\$4,800.00
Catch basin top double wing/STD ring & cover (cast) 4000 PSI concrete	Each	\$1,800.00	\$3,478.20	\$3,500.00	\$3,100.00	\$6,600.00
Inlet throat - standard 3000 PSI concrete	Each	\$1,500.00	\$3,038.88	\$1,900.00	\$1,750.00	\$1,500.00
6" thick slab/flat work 3000 PSI concrete with rebar reinforcement	SF	\$13.50	\$20.42	\$11.50	\$10.50	\$14.00
Pervious pavers with compacted stone	SF	\$125.00	\$32.67	\$15.00	\$22.00	\$35.00
Grading	Hourly	\$625.00	\$494.31	\$350.00	\$150.00	\$250.00
Demo-remove existing curb & gutter -- all sizes	LF	\$45.00	\$17.98	\$15.75	\$5.00	\$30.00
SUM		\$7,541.50	\$13,872.23	\$11,023.37	\$9,866.00	\$15,859.00
PRICE SCORE		0.0	0.0	0.0	0.0	0.0

Figure C: Price Score Breakdown (4 firms)

Item Descriptions	UNIT	CONSTRUCTION 57	CURB-TECH	DICKERSON GROUP	HUBERTUS GROUP
Concrete header curb 3,000 PSI concrete	LF	\$18.00	\$15.00	\$58.00	\$22.00
24 in curb and gutter 3,000 PSI concrete	LF	\$22.00	\$25.00	\$58.00	\$22.00
24 in roll back curb 3,000 PSI concrete	LF	\$22.00	\$25.00	\$58.00	\$22.00
Concrete sidewalk (5') 3,000 PSI concrete	SF	\$5.00	\$7.00	\$6.67	\$10.00
Curb cut/wheelchair ramps	Each	\$1,300.00	\$350.00	\$1,100.00	\$5,000.00
Catch basin top single wing/STD. ring & cover (Cast) 4000 PSI concrete	Each	\$2,500.00	\$1,250.00	\$2,100.00	\$7,500.00
Catch basin top double wing/STD ring & cover (cast) 4000 PSI concrete	Each	\$3,800.00	\$1,250.00	\$2,100.00	\$8,500.00
Inlet throat - standard 3000 PSI concrete	Each	\$3,000.00	\$1,250.00	\$2,100.00	\$6,000.00
6" thick slab/flat work 3000 PSI concrete with rebar reinforcement	SF	\$7.50	\$11.00	\$10.11	\$10.00
Pervious pavers with compacted stone	SF	\$400.00	\$25.00	\$25.00	\$11.00
Grading	Hourly	\$1,000.00	\$150.00	\$175.00	\$140.00
Demo-remove existing curb & gutter -- all sizes	LF	\$5.00	\$12.00	\$2.00	\$7.00
SUM		\$12,079.50	\$4,370.00	\$7,792.78	\$27,244.00
PRICE SCORE		10.9	30.0	16.8	4.8

Figure D: Price Score Breakdown (4 firms)

Item Descriptions	UNIT	LAGNIAPPE	MULTIPLEX	R&B DEVELOPER	SPRY GLOBAL
Concrete header curb 3,000 PSI concrete	LF	\$34.27	\$31.25	\$40.00	\$55.00
24 in curb and gutter 3,000 PSI concrete	LF	\$36.87	\$42.50	\$48.00	\$75.00
24 in roll back curb 3,000 PSI concrete	LF	\$38.29	\$40.00	\$48.00	\$60.00
Concrete sidewalk (5') 3,000 PSI concrete	SF	\$8.24	\$8.50	\$12.00	\$16.00
Curb cut/wheelchair ramps	Each	\$1,700.83	\$4,000.00	\$3,870.00	\$1,100.00
Catch basin top single wing/STD. ring & cover (Cast) 4000 PSI concrete	Each	\$1,822.05	\$3,500.00	\$3,778.00	\$4,800.00
Catch basin top double wing/STD ring & cover (cast) 4000 PSI concrete	Each	\$1,922.05	\$5,000.00	\$4,139.00	\$5,300.00
Inlet throat - standard 3000 PSI concrete	Each	\$1,180.80	\$5,000.00	\$2,000.00	\$3,500.00
6" thick slab/flat work 3000 PSI concrete with rebar reinforcement	SF	\$16.11	\$22.00	\$23.00	\$16.00
Pervious pavers with compacted stone	SF	\$48.27	\$40.00	\$563.00	\$35.00
Grading	Hourly	\$345.50	\$420.00	\$818.00	\$200.00
Demo-remove existing curb & gutter -- all sizes	LF	\$25.90	\$18.00	\$26.50	\$12.00
SUM		\$7,179.18	\$18,122.25	\$15,365.50	\$15,169.00
PRICE SCORE		18.3	7.2	8.5	8.6



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7273	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Norfolk Southern (NFS) Lease Agreement-West		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norfolk Southern \(NFS\) Lease Agreement-West](#)
2. [NFS Lease Agreement-West MP 618.50](#)

Title

Norfolk Southern (NFS) Lease Agreement-West

Drafter

Len Housley

Motion

A motion to Approve/Deny the attached NFS lease Agreement (West, MP 618.50) and Appropriation of \$85,000 for 2025-2026 Annual Payment.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director Public Works

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7273

Title: Norfolk Southern (NFS) Lease Agreement-West

CC: Eric Johnson, City Manager

Recommendation

Approve NFS Lease Agreement (West, MP 618.50) and Appropriation of \$85,000 for 2025-2026 Annual Payment.

Background

The City of Norcross has two lease agreements with NFS. The two agreements are identified as Lease Agreement West for real property located at Mile Post (MP) 618.50 and a Lease Agreement East for real property located at MP 618.31.

Lease Agreement West (\$85,000) covers Wingo parking and sitting park area; The Crossing and Crossing/City parking Lot; and the newly completed South Peachtree Parking Lot. Lease Agreement East (\$16,961) covers the Thrasher Parking Lot. Lease Agreement East requires no change and is paid up to date.

Lease Agreement West requires renewal. The land area increased from 1.77 acres to 2.14 acres. This lease will cover 1 January 2025 to 31 December 2028.

Financial Impact

- \$85,000 from General Fund (GF)

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- NFS Lease Agreement-West MP 618.50

Update

Activity Number: 1327580

THIRD AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**"), effective date of which shall be the date last executed, below, by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a(n) **VA** corporation (the "**Landlord**") and **CITY OF NORCROSS**, a(n) **GEORGIA**, GOVERNMENT ENTITY (the "**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as last amended on February 21, 2019, (as amended, the "**Lease**"), for real property located at Milepost 618.50 in NORCROSS, GWINNETT County, GEORGIA, having an area of 1.77 acres/square feet, more or less (the "**Premises**");

WHEREAS, Landlord and Tenant desire to execute this Amendment to modify the rental payable by Tenant under the Lease and to make certain other changes to the Lease as hereinafter stated, with the Lease and the Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended, and the parties hereto do agree as follows:

1. Adjustment of Base Rental. Commencing on January 1, 2025 (the "**Commencement Date**"), Tenant shall pay unto Landlord, without offset, abatement or demand, base rental in the amount of Eighty Five Thousand and 00/100 DOLLARS (\$85,000.00) per annum, payable on the in advance. Commencing on the anniversary of the Commencement Date and thereafter on each anniversary thereof during the term of the Lease, the amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "**Adjustment Date**" shall mean the first anniversary of the Commencement Date and each anniversary thereof during the term of the Lease. The Index published nearest to the Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under the Lease at the Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

2. Increase of Premises. Landlord and Tenant acknowledge and agree to increase the leased area from 1.77 acres square feet to 2.14 acres, more or less, as shown on Exhibit A, dated March 4, 2025.

3. Renewal of Term. To renew said Lease for an additional four (4) year term, beginning January 1, 2025, the effective date hereof, and ending December 31, 2028.

4. Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$1,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, 650 W Peachtree St NW, Atlanta, GA 30308, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

5. Notice. Any notice given pursuant to the Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308 or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: 65 LAWRENCEVILLE ST NORCROSS, GA 30071, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

6. Ratification; Successors and Assigns. Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, each part being an original, as of the date last executed below.

Witness As To Landlord:

Name:

Witness As To Landlord:

Name:

LANDLORD:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

a(n) VA corporation

Signature: _____

Name: _____

Title: _____

Date of Landlord Signature: _____

[SEAL]

Witness As To Tenant:

Name:

Witness As To Tenant:

Name:

TENANT:

CITY OF NORCROSS

a(n) GEORGIA GOVERNMENT ENTITY

Signature: _____

Name: _____

Title: _____

Date of Tenant Signature: _____

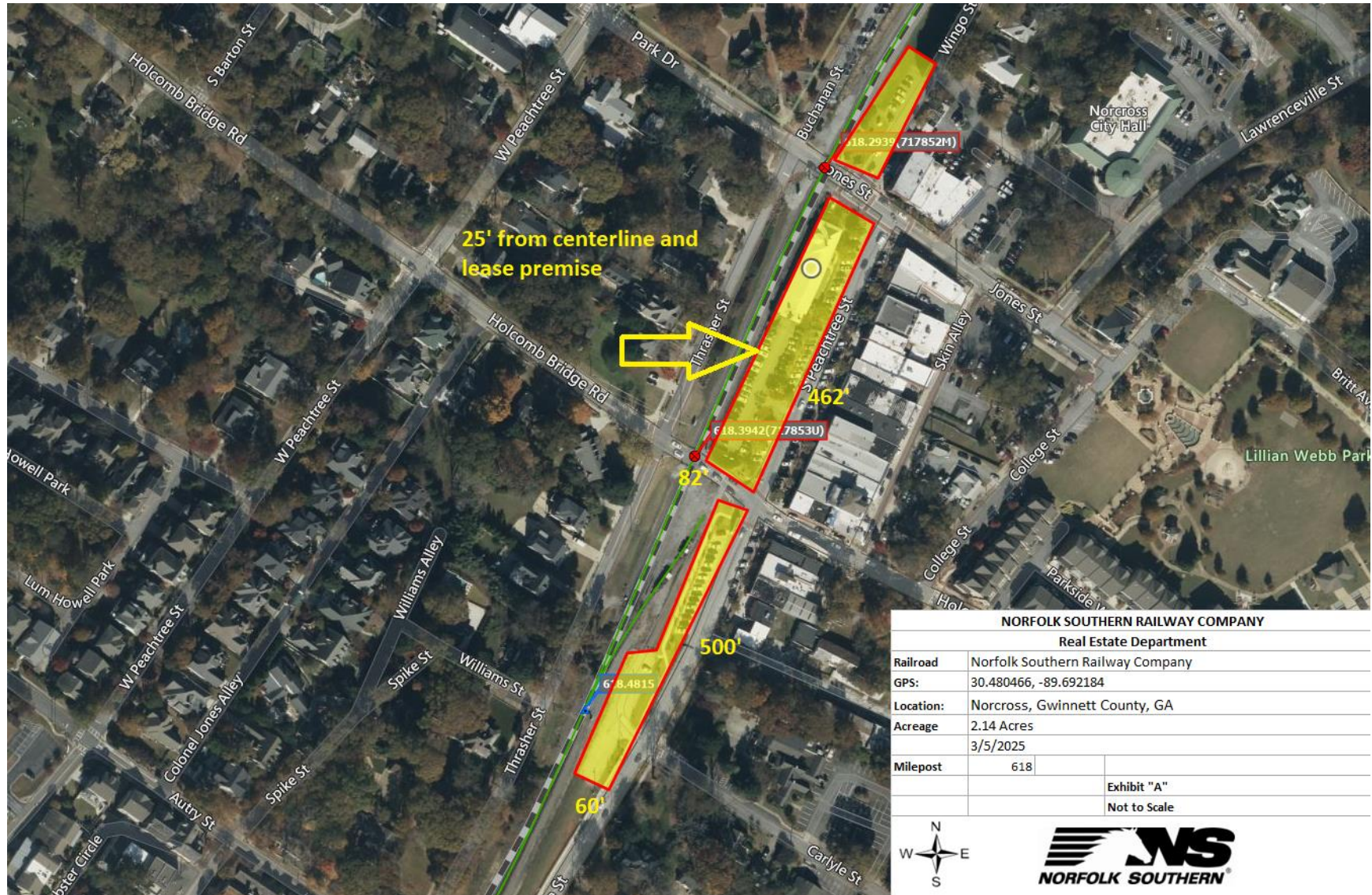
[SEAL]

BTJ\Activity No. 1327580

Form Amendment – Rental, Insurance and Notice (NS) 214854v1

Attachment: NFS Lease Agreement-West MP 618.50 (25-7273 : Norfolk Southern (NFS) Lease Agreement-West)

Exhibit A





Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Phillip

City of Norcross

Legislation Details (With Details)

File #:	25-7274	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/7/2025 6:30 PM	In Control:	Mayor and Council
Title:	Elected Official Accommodations at GMA Conferences and Training		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Elected Official Accommodations at GMA Conferences and Training](#)

Title

Elected Official Accommodations at GMA Conferences and Training

Drafter

Eric Johnson

Motion

A motion to Approve/Deny an exemption to the travel policy restrictions on short-term rentals for the Mayor and City Councilmembers when attending Georgia Municipal Association (GMA) meetings, conferences, and training sessions.



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: April 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7274

Title: Elected official accommodations at GMA conferences and training

Recommendation Authorize the Mayor and City Councilmembers an exemption to travel policy restrictions on using short-term rentals. The exemption would apply only while attending Georgia Municipal Association (GMA) meetings, conferences, and training sessions.

Background Elected official attendance at GMA events is essential to addressing training requirements. It is not unusual for elected officials to bring family members to these events. The City would pay the cost up to the maximum room rate offered on GMA room blocks for the meeting. In the event the rental cost exceeds the maximum room rate for GMA room blocks, the elected official would pay for the rental and the City would reimburse the elected official that maximum rate. Any additional costs, including taxes, would be the responsibility of the elected official. Any cost associated with the rental – e.g., cleaning fees -- would be eligible as long as the rental does not exceed the maximum GMA room block rate (excluding taxes since the City is tax-exempt when it directly pays) for the length of stay.

Financial Impact: No added cost is anticipated.

Consistent with Comprehensive Plan? Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps

Attachments - NA